

Strauss & Co



Strauss & Co

Fine Art Auctioneers | Consultants

CATALOGUE 2



PUBLIC AUCTION BY

Strauss&co

Fine Art Auctioneers | Consultants

NORTH/SOUTH Live Virtual Auction between the Johannesburg and Cape Town offices of Strauss & Co

Modern, Post-War and Contemporary Art, Decorative Arts, Jewellery and Fine Wine

Including A Private Single-owner Collection of Fine Wines from Renowned Burgundy and Rhône Valley Domaines; The Tasso Foundation Collection of Important South African Art assembled by the Late Giulio Bertrand of Morgenster; A Focus on South African Ceramics; and works from the Late Desmond Fisher Collection and the Küpper Family Collection.

8–11 November 2020

Sunday 8 November 2020

Session 1: 11.00am

A Private Single-owner Collection of Fine Wines from Renowned Burgundy and Rhône Valley Domaines

Monday 9 November 2020

Session 2: 10.00am

Jewellery and Oriental Works of Art

Session 3: 2.00pm

Interiors: Art, Furniture and Decorative Arts

Session 4: 7.00pm

The Tasso Foundation Collection of Important South African Art assembled by the Late Giulio Bertrand of Morgenster

Tuesday 10 November 2020

Session 5: 2.00pm

New Collector: South African Ceramics, Selected Prints and Multiples

Session 6: 7.00pm

Contemporary Art

Wednesday 11 November 2020

Session 7: 2.00pm

Modern, Post-War and Contemporary Art Part I

Session 8: 7.00pm

Modern, Post-War and Contemporary Art Part II
Including works from the Late Desmond Fisher Collection and the Küpper Family Collection

HADDON & SLY



ABY 3284



NORTH/SOUTH Live Virtual Auction between the Johannesburg and Cape Town offices of Strauss & Co

Modern, Post-War and Contemporary Art, Decorative Arts, Jewellery and Fine Wine

8–11 November 2020

VENUE

The sale will have live sessions in the Johannesburg and Cape Town venues and will be live-streamed at www.straussart.co.za

PREVIEW

Lots will be on view according to prevailing COVID-19 regulations from Monday 26 October 2020 at the auction venues:

Johannesburg: Strauss & Co, 89 Central Street, Houghton

Cape Town: Brickfield Canvas, 2nd Floor, 35 Brickfield Road, Woodstock

For location of lots, either Johannesburg or Cape Town, see our website www.straussart.co.za

WALKABOUTS AND LECTURES

A programme of walkabouts, lectures and Zoom talks will take place during the fortnight preceding the auction. The topics and the links will be available at www.straussart.co.za

ENQUIRIES AND CATALOGUES

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CONDITION REPORTS

conditionreports@straussart.co.za www.straussart.co.za

SET OF 3 ILLUSTRATED CATALOGUES R500.00

Catalogue 1: Sessions 1, 2, 3 and 4

Catalogue 2: Sessions 5 and 6

Catalogue 3: Sessions 7 and 8

FOR LOCATION OF LOTS, EITHER JOHANNESBURG OR CAPE TOWN, SEE OUR WEBSITE WWW.STRAUSSART.CO.ZA

ALL LOTS ARE SOLD SUBJECT TO THE CONDITIONS OF BUSINESS PRINTED AT THE BACK OF THIS CATALOGUE





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INSIDE BACK COVER

Lot 621 Willem Boshoff *Self-portrait (Right-hand Side of the Brain)* (detail)

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Lot 475 *A Pair of Green-glazed Earthenware Figures of Hares*

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LEFT

Lot 653 Simon Stone *Astronomer's Day* (detail)

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Buying at Strauss & Co

A step by step guide for buying at auction

1. BROWSE UPCOMING SALES

The sale can be viewed on our website: www.straussart.co.za

Catalogues can be purchased from our offices or by subscription.

Cataloguing information

1. **Descriptions** include size, date, medium and attribution of the lot. Where possible, provenance, literature, exhibitions and additional notes are also included.
2. **Estimates** are given for all lots and are based on recent prices achieved for comparable property, taking into account quality, condition and provenance. Estimates are exclusive of Buyer's Premium and VAT.
3. **The reserve** is a confidential figure between Strauss & Co and the seller below which a lot may not be sold. It never exceeds the lower estimate.

Our specialists are available online to advise, discuss and help you with the lots you are interested in.

Condition reports are available on request and are advisable if you are unable to attend the preview.

Saleroom notices amend the catalogue description of a lot after our catalogue has gone to press.

2. REGISTER TO BID

To place a bid, you must first register for the auction on our website www.straussart.co.za. You can do this simply by clicking on the 'Register to Bid' link and completing the short online form.

An email will be sent to you confirming your registration and paddle number. If you are bidding at Strauss & Co for the first time you might be asked for a holding deposit before you are approved to bid.

Prospective Bidders who have not previously registered with us are required to register at least 24 hours before the auction commences.

3. BID IN THE SALE

Submit a bid

Placing a bid before the auction begins allows you to get in on the action ahead of the live bidding that takes place once the auction kicks off. This can be done on our website by clicking 'Submit your bid' on the lot that you are interested in.

Absentee bids

If you would like to place a maximum bid that our auctioneer will execute on your behalf, you can click on the 'Absentee Bid' button on our website. This will open a digital form for you to complete, and it will be submitted to bids@straussart.co.za or you can complete our Bidding Form, found on our website under 'Auction Details', and submit it to bids@straussart.co.za. An sms will be sent to you to confirm your bids.

Telephone bidding

If you prefer to bid by phone, we will call you from the saleroom and bid with you on the phone. Please complete our Bidding Form, which can be found on our website under 'Auction Details', and submit it to bids@straussart.co.za. An sms will be sent to you to confirm your bids.

Virtual live bids

Once the live auction begins, you will gain access to an exclusive virtual bidding console that simulates all aspects of being at the auction house in a live sale. Virtual live bidding is user-friendly, safe and secure.

Remember to check our terms and conditions regarding charges, including buyer's premium, which is added to the hammer price on each lot.

Please contact our Client Service Department if we can assist in any way: Johannesburg 011 728 8246 Cape Town 021 683 6560

4. IF YOUR BID IS SUCCESSFUL

You will receive an invoice and payment instructions shortly after the sale.

How do I pay and collect?

All the lots you purchase will be invoiced to the name and address that appear on the registration form.

Please arrange payment and collection immediately after the sale.

How much will I pay (Live Auctions)?

If you are successful, you will pay the hammer price plus the buyer's premium on each lot as follows:

12% for lots selling over R20 000,
15% for lots selling at and below R20 000 + VAT on the buyer's premium on each lot.

Methods of payment

Payment may be made by:-

- a) Electronic Transfer (EFT)
Current Account
Strauss & Co
Standard Bank: Killarney
Bank code: 007205
Current Account No: 001670891
Swift address: SBZA ZA JJ
- b) Credit cards acceptable to Strauss & Co: Mastercard, Visa and Diners Club
- c) Telegraphic Transfer (TT)
Remitter to bear all costs.

Insurance

Please note: Strauss & Co does not provide insurance on sold lots. It is advisable therefore to pay and collect as soon as possible. If you require insurance, we recommend that you contact ITOO Art Insure
Gail Bosch, Artinsure Product Head,
gail@artinsure.co.za or 082 965 8837.

5. COLLECTION OF PURCHASES

The Strauss & Co NORTH/SOUTH Live Virtual Auction takes place between the Johannesburg and Cape Town offices.

Buyers are advised to check the location of purchased lots before collection. For the location of individual lots, either Johannesburg or Cape Town, please visit our website: www.straussart.co.za.

1. Collection from Strauss & Co, Johannesburg

89 Central Street, Houghton
Tel: +27 (0)11 728 8246

Purchased lots that are *located at our Johannesburg office at the time of the sale* can be collected as the sale unfolds, from Monday 9 November.

Purchased lots that are *located at the Cape Town auction venue at the time of the sale*, could be available for collection from our Johannesburg office within approximately 10 days of the sale, if requested by the buyer. Please contact our shipping department to discuss the costs and the expected date of arrival.

2. Collection from the Cape Town auction venue

Brickfield Canvas, 2nd Floor,
35 Brickfield Road, Woodstock

Purchased lots that are *located at the Cape Town auction venue at the time of the sale* can be collected as the sale unfolds, from Monday 9 November until Thursday 12 November at 2.00pm. **No collections can be made from Brickfield Canvas after this time.**

3. Collection from Strauss & Co, Cape Town

The Oval, 1st Floor, Colinton House,
1 Oakdale Road, Newlands
Tel: + 27 (0)21 683 6560

Purchased lots that are *located at our Johannesburg office at the time*

of the sale could be available for collection from our Cape Town office within approximately 10 days of the sale, if requested by the buyer. Please contact our shipping department to discuss the costs and the expected date of arrival.

PLEASE NOTE

Uncollected purchased lots remaining at the Cape Town auction venue, Brickfield Canvas, after close of business on Thursday 12 November will be transported to Strauss & Co's office, with the exception of furniture and extra large paintings.

As we cannot accommodate these in our Cape Town office they will be sent to storage at the buyer's risk and expense. We therefore advise that for purchased lots that are *located at the Cape Town auction venue at the time of the sale*, shipping is arranged directly from the auction venue.

Jewellery

Please note that jewellery can *only* be collected at Strauss & Co's Cape Town office and will not be available for collection from Brickfield Canvas.

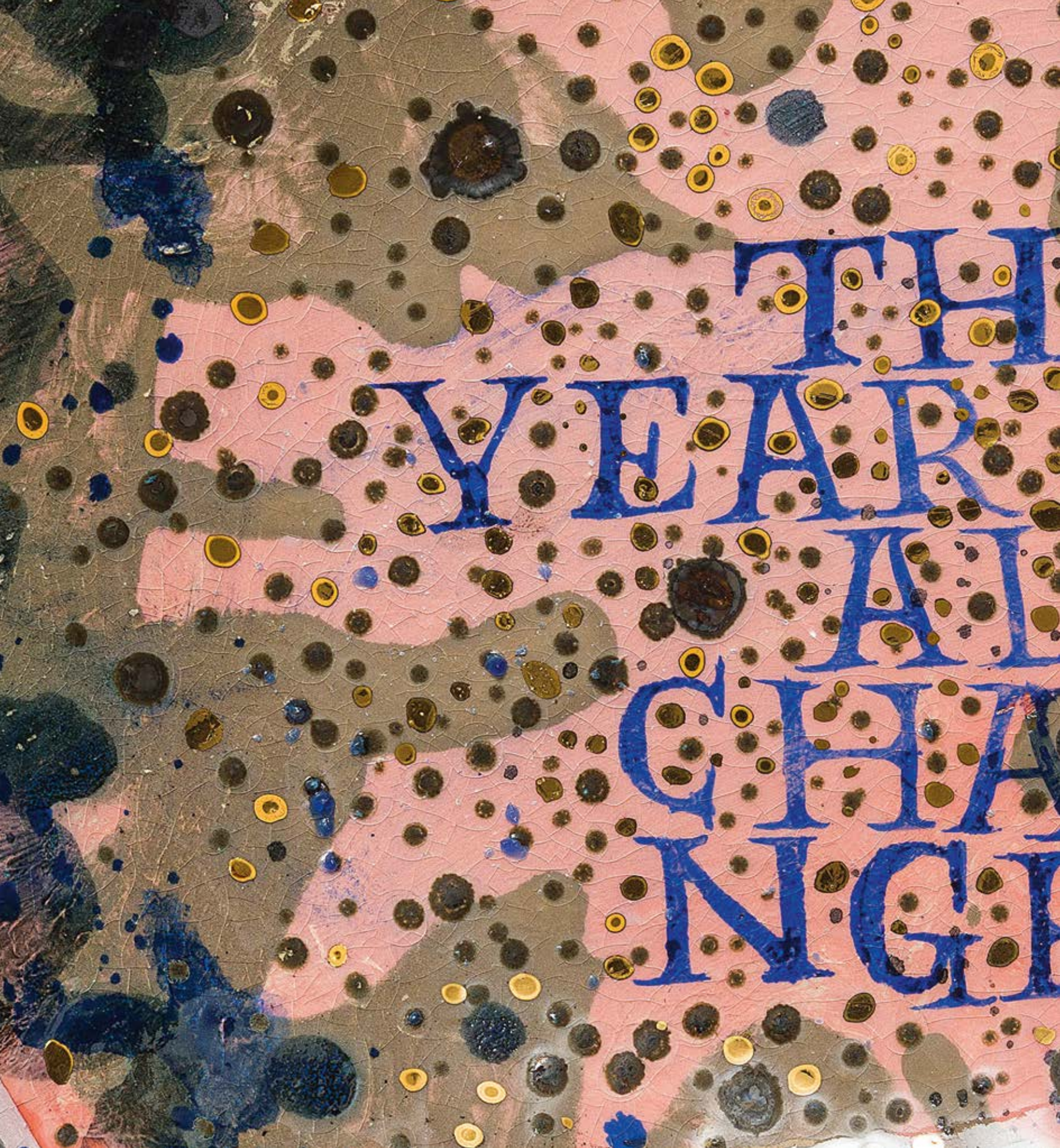
4. Shipping: Door-to-door delivery service and international freight

Please contact our shipping department if you require a quote for local or international door-to-door delivery:

Shipping Department

shipping@straussart.co.za
Johannesburg: Tel: +27 (0)11 728 8246
Cape Town: Tel: +27 (0)21 683 6560

For wine deliveries and shipping please see 'Buying Wine at Strauss & Co' in catalogue 1.



THE
YEAR
AT
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Tuesday 10 November 2020
Session 5 at 2.00pm

**New Collector:
South African Ceramics,
Selected Prints and Multiples**

Lots 431–600

Lot 444 Ruan Hoffmann *The Year It All Changed* (detail)



Contemporary South African Ceramics

'A pot is elevated to the realm of art if the potter makes it primarily for that reason, and it will then be judged as art, and not as a well-designed household utensil.'

*'What's brilliant about ceramics is the range of techniques and the enormously rich history which [can be drawn on] for inspiration – you have everything that a painter has but also most of the stuff a sculptor has and all those very particular techniques and effects that you can only get with ceramics.'*²

Contemporary South African ceramics emerged in the 1960s and 70s, distinguishing itself as a separate category from what is known as historical ceramics (such as VOC plates and other wares traded between East and West), and heritage vessels (such as the many ceramic pots found at archaeological sites, including at Mapungubwe). In addition to work from the studios of individual artists known primarily as ceramists, such as Esias Bosch and Andrew Walford, it also includes the work of artists known primarily as painters, sculptors or printmakers, such as Deborah Bell, Robert Hodgins and Hannatjie van der Wat, among many others, who produce ceramics occasionally or regularly, as part of their overall art practice. The category also encompasses the production of commercial ware from smaller artisanal potteries and studios such as Cullinan Refractories/Olifantsfontein Potteries (which produced Linnware) and Grahamstown Pottery (which produced Drostdy Ware), as well more mass-produced, designer utilitarian ware, such as that manufactured by Continental China and National Ceramic Industries in the 1960s. A contemporary take on this form of production is the William Kentridge mirrored coffee cups produced by Illy in 2008.

The work of artists working in contemporary ceramic media ranges from new interpretations of traditional forms (for example in the work of Nesta Nala, Ian Garrett and Juliet Armstrong), and the reinvention of classical forms and shapes in highly innovative sculptural ceramic pieces (such as by Corné Joubert, Ruan Hoffmann and Molelekoa Simon Masilo).

1. Frieda Harmsen (1985) *Looking at South African Art: A guide to the study and appreciation of art*, Pretoria: Van Schaik, page 145.
2. Robin Cawdron-Stewart (2017) 'Grayson Perry: An Artist Who Happens to Make Ceramics', www.sothebys.com.



431

Ian Garrett

SOUTH AFRICAN 1971–

Moon Apples

signed and dated 2020 carved on the base
burnished terracotta with clay slips and shell impressions
height: 33,5 cm

R20 000 – 30 000



TWO VIEWS OF LOT 432

432

Deborah Bell

SOUTH AFRICAN 1957–

Ceramic Vessel

incised and painted
raku-fired ceramic
height: 33 cm

R30 000 – 50 000

433

William Kentridge

SOUTH AFRICAN 1955–

Untitled

signed and dated '89
on the underside
stoneware with underglaze
colour and transparent glaze
height: 8 cm

R20 000 – 30 000

PROVENANCE

Acquired from the artist
by the current owner.

LITERATURE

Retief van Wyk (2008) *The Ceramics
of Robert Hodgins*, Cape Town:
Bell-Roberts, illustrated on pages
84 and 131.

The portraits on the sides of this
work depict William Kentridge,
Robert Hodgins, Deborah Bell and
Retief van Wyk.



TWO VIEWS OF LOT 433

434

Deborah Bell

SOUTH AFRICAN 1957–

The Ocean is Becoming the Fish

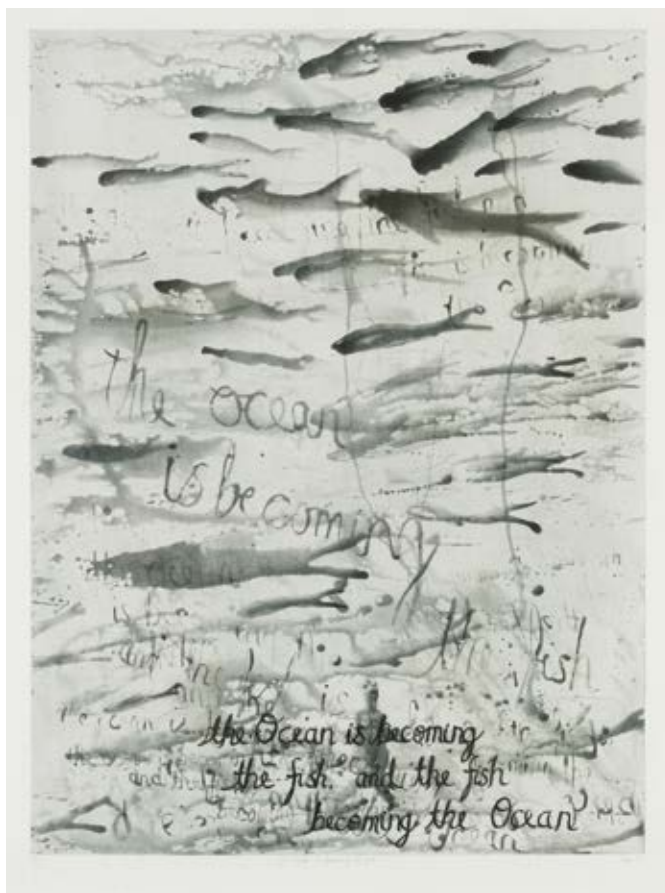
signed, dated '06, numbered 8/15,
inscribed with the title in pencil and
embossed with the Timothy Foulds
Print Studio chopmark in the margin
etching

plate size: 116 by 87 cm

R50 000 – 70 000

LITERATURE

Juliet White (2010) *Deborah Bell's
Alchemy*, Johannesburg: David Krut,
another impression from the edition
illustrated in colour on page 47.



435

William Kentridge

SOUTH AFRICAN 1955–

Woman with Fish and Plate

signed, dated '87, numbered 2/21
in pencil and embossed with
the Caversham Press chopmark
in the margin

stone lithograph

plate size: 18 by 27 cm

R20 000 – 30 000





436

Walter Battiss

SOUTH AFRICAN 1906–1982

People in Love with Trees

dated 2019, numbered AP 1/1 and inscribed with the title on a label sewn to the reverse mohair and polycotton tapestry, lined 177 by 250 cm

R120 000 – 160 000

LITERATURE

cf. Karin Skawran (2005) *Walter Battiss: Gentle Anarchist*, Standard Bank Gallery: Johannesburg, the watercolour on which this tapestry is based is illustrated in colour on page 32. The watercolour is dated 1981 and is in the Linda Givon Collection.

This tapestry was woven by the Stephens Tapestry Studio (Johannesburg, South Africa, and Piggs Peak, Swaziland). The weavers were Treasure Zulu, Daphne Lukele and Rhoda Sori.

The work is signed and authenticated by the artist's son Giles Battiss.

TO PLACE A BID CLICK ON THE RED LOT NUMBER



437

Robert Hodgins

SOUTH AFRICAN 1920–2010

Blackamoor

signed, and inscribed with the artist's name and the title and 'My first ceramic 1989' and 'Authenticated 14/8/04' on the reverse stoneware with underglaze colour, oxide and transparent glaze
diameter: 33 cm

R18 000 – 24 000

PROVENANCE

Acquired from the artist by the current owner.

LITERATURE

Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 97 and 133.



438

Robert Hodgins

SOUTH AFRICAN 1920–2010

A Colourful Character

signed, dated 2006 and inscribed with the artist's name and the title on the reverse stoneware with underglaze colour and transparent glaze
diameter: 33 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.

LITERATURE

Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 43 and 126.



439

Robert Hodgins

SOUTH AFRICAN 1920–2010

Apollo

signed, dated '93 and inscribed with the artist's name and the title on the reverse double plate, porcelain disc with painted underglaze and gold leaf on stoneware plate with transparent glaze
diameter: 34 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.



440

440

Ruan Hoffmann

SOUTH AFRICAN 1971-

We're Working on It

signed and stamped with the artist's initials and dated 24.04.20, 1071XK, on the reverse
width: 30 cm
porcelain with coloured slip and underglazes

R8 000 – 12 000



441

441

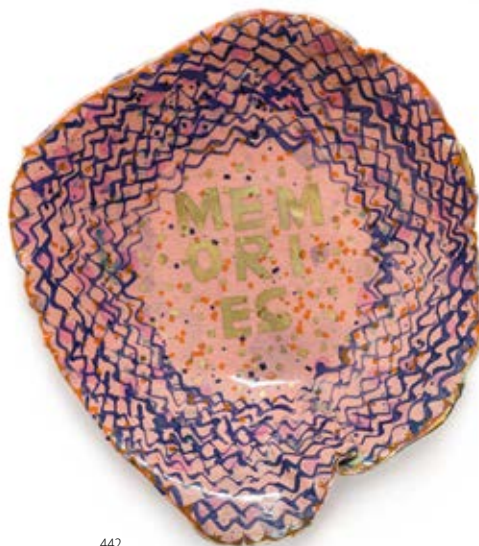
Ruan Hoffmann

SOUTH AFRICAN 1971-

Every Victory Turns into a Defeat

signed and stamped with the artist's initials and dated 22.01.20, 1071XK, on the reverse
porcelain with underglaze and coloured ceramic transfer
width: 30 cm

R8 000 – 12 000



442

442

Ruan Hoffmann

SOUTH AFRICAN 1971-

Memories

signed and inscribed with the artist's initials and dated 8.4.19, 1071XK, on the reverse
porcelain with coloured slip underglaze, ceramic transfer and gold lustre
width: 31 cm

R8 000 – 12 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



443

443

Ruan Hoffmann

SOUTH AFRICAN 1971-

Around and Very Close

signed and stamped with the artist's initials and dated 21.04.20, 1071XK, on the reverse porcelain with coloured slip and underglaze
width: 27 cm

R8 000 – 12 000



444

444

Ruan Hoffmann

SOUTH AFRICAN 1971-

The Year It All Changed

signed and stamped with the artist's initials and dated 20.04.20, 1071XK, on the reverse porcelain with coloured slip underglaze and gold lustre
width: 36,5 cm

R8 000 – 12 000



445

445

Ruan Hoffmann

SOUTH AFRICAN 1971-

Bird People

signed and stamped with the artist's initials and dated 18.07.20, 1071XK, on the reverse porcelain with underglazes and copper oxide
width: 27 cm

R8 000 – 12 000

446

Jacob Hendrik Pierneef

SOUTH AFRICAN 1886–1957

The Lonely Road
(*Die Eensame Pad*) (Nilant 69)

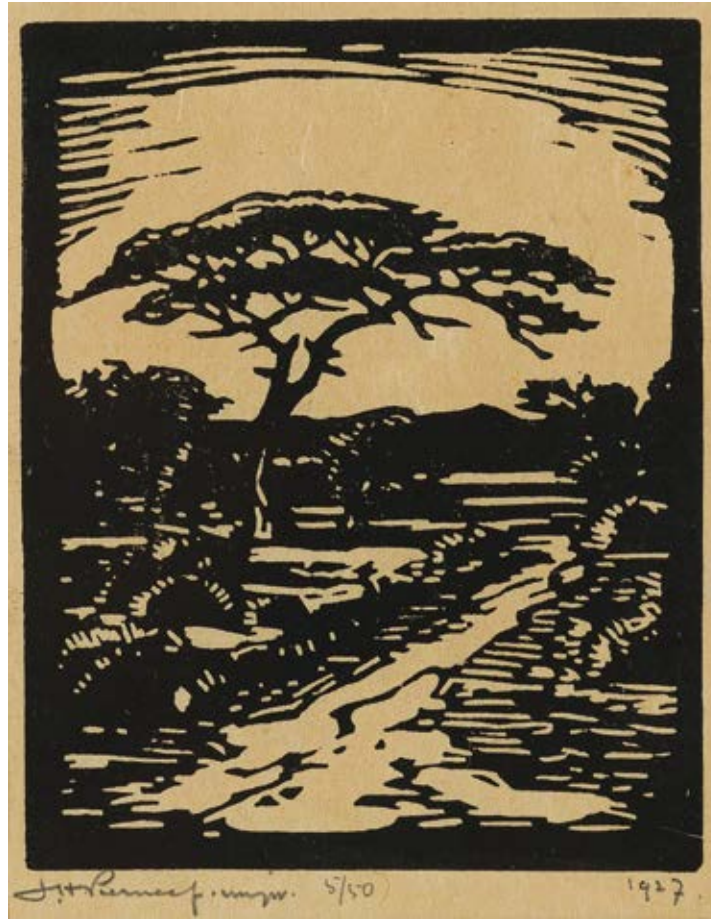
signed, dated 1927 and numbered
'impr' 5/50 in pencil in the margin;
inscribed with the title and the
medium in English and numbered
17/6 on the reverse
linocut on paper laid down
on card

14 by 11 cm

R15 000 – 20 000

LITERATURE

Gerard de Kamper and Chris de
Klerk (2014) *JH Pierneef in Print*,
Bela-Bela: Dream Africa, another
impression from the edition
illustrated on page 133.



447

Jacob Hendrik Pierneef

SOUTH AFRICAN 1886–1957

Doringboom, Potgietersrust
(*Nilant 62*)

signed, dated 1927 and
numbered 'impr' 22/50 in pencil
in the margin
linocut on paper laid down on
card

14 by 21,5 cm

R18 000 – 24 000

LITERATURE

Gerard de Kamper and Chris de
Klerk (2014) *JH Pierneef in Print*,
Bela-Bela: Dream Africa, another
impression from the edition
illustrated on page 144.



448

Transvaal Pottery

SOUTH AFRICAN 1908–1915

Children's Xmas Festival 1909; Union Day, Potchefstroom, May 31st 1910, Commemorative Mugs, two

1) South African coat of arms on the reverse; Transvaal Pottery trade mark and inscribed with 'Made specially for Becketts, Pretoria' on the underside;
2) CRBP & L Co Ltd trade mark on the underside

glazed ceramic with coloured transfer
each height: 85 cm

R1 000 – 2 000



448



449

**Drostdy Ware
(Grahamstown Pottery)**

SOUTH AFRICAN 1940–1965

Brooch and Earrings

painted and glazed ceramic
in silver plate settings
brooch: 5 by 4 cm;
earring: diameter: 2 cm

R3 000 – 5 000

The items in the present lot are decorated with Drostdy Ware 'Bushman Rock Art' motifs, also used on the studio's ranges of tiles, decorative plates, tableware and other utilitarian household ceramic objects.



449



450

Linnware

SOUTH AFRICAN 1943–c.1962

Two-handled Jug

inscribed with the studio name on the underside
glazed ceramic
height: 24 cm

R20 000 – 30 000

LITERATURE

Jo-Marie and Piér Rabe (2004) *Cape Furniture and South African Ceramics*, Stellenbosch: Piér Rabe Antiques, a similar example illustrated on the cover and on page 30.
Alexander Duffey, Riana Heymans and Jan Middeljans (2018) *Olifantsfontein Potters 1907–1962*, Bela Bela: Dream Africa, similar examples illustrated on pages 21 and 34.



450



451

451

Transvaal Pottery

SOUTH AFRICAN 1908–1915

Vessel with Spaniels

inscribed 'With the Compliments of Worthington Bros., Cleveland, Xmas 1912'
glazed ceramic with coloured transfer
height: 158 cm

R1 000 – 2 000



452

Barbara Jackson

SOUTH AFRICAN 1949–2010

Vase

signed and dated 98 on the underside
painted, incised and glazed ceramic
height: 51 cm

R6 000 – 9 000



453

John Newdigate

SOUTH AFRICAN 1968–

Phases of the Moon

signed on the base
porcelain with underglaze-blue
height: 12 cm

R4 000 – 6 000



454

Andile Dyalvane

SOUTH AFRICAN 1978–

Scarified Vessel

signed, dated 2008 and incised
with the artist's cypher
earthenware with black lustre,
with red-glazed highlights
height: 30 cm

R20 000 – 30 000

455

Lionel Smit

SOUTH AFRICAN 1982-

Disclose

signed, dated 2013 and
numbered 5/24 in pencil in
the margin
giclée print on archival paper,
hand finished by the artist
60 by 60 cm

R15 000 – 20 000



456

Lionel Smit

SOUTH AFRICAN 1982-

Ashen #2

signed, dated 2013 and
numbered 1/12 in pencil in
the margin
giclée print on archival paper,
hand finished by the artist
60 by 60 cm

R15 000 – 20 000





457

Katherine Glenday

SOUTH AFRICAN 1960-

Vase with Figures

signed and dated 1995
painted and glazed ceramic
height: 29 cm

R30 000 – 50 000



458

Ian Calder

SOUTH AFRICAN 1955-

Vase with Chicken Motif

signed with the artist's
initials and dated '88
maiolica tin-glaze with
hand-painted oxide
height: 24 cm

R3 000 – 5 000



459

Ian Calder

SOUTH AFRICAN 1955-

Vase with Cock Motif

signed and dated '92
maiolica tin-glaze with
hand-painted oxide
height: 46,5 cm

R4 000 – 6 000



460

Robert Hodgins

SOUTH AFRICAN 1920–2010

Vase with Faces

signed and dated 1989
cream, black and brown
glazed earthenware
height: 18 cm

R10 000 – 15 000



461

Lucinda Mudge

SOUTH AFRICAN 1979–

After Catteau

signed with the artist's initials, dated
2015 and inscribed 'Keurboom' on
the base
earthenware with orange, yellow and
brown glaze and gilt lustre highlights
height: 65 cm

R30 000 – 35 000

EXHIBITED

CIRCA on Jellicoe, Johannesburg, *Kill
You Eat You*, 21 April to 22 May 2016.



462

Hylton Nel

SOUTH AFRICAN 1941–

Democracy 1994–2004

signed with the artist's initials and
dated 22.7.04 on the underside
painted and glazed ceramic vase
height: 62 cm

R20 000 – 30 000

LITERATURE

Michael Stevenson (ed) (2010)
Hylton Nel: A Curious World,
Johannesburg: Jacana, illustrated
in colour on page 29.



463

Ann Marais

SOUTH AFRICAN 1948-

The Last Supper, thirteen

2020

stoneware heightened
with oxides and underglaze
shades of brown

tallest height: 22,3 cm

R18 000 – 24 000



464

Frank (Francois) van Reenen

SOUTH AFRICAN 1969–

15 Sculptures

signed, dated and inscribed with the titles and numbered variously on the bases
mixed media with painted wood, acrylic resin and bronze on painted acrylic resin or SupaWood base
smallest height: 9,5 cm;
tallest height: 26 cm

R120 000 – 180 000

1. *Love-Knot*, signed, dated '12 and numbered 9/40.
2. *Blue Dog on a Cloud*, signed, dated 2010 and numbered 21/100.
3. *Public Farter*, signed, dated 2014 and numbered 24/30.
4. *Happy Dog*, signed with the artist's initials, dated '12.
5. *Rain Taster II*, signed, dated '13 and numbered 88/100.
6. *Bored to Death Girl*, signed with the artist's initials, dated 2018 and numbered 25/30.
7. *Death of Cute*, signed with the artist's initials, dated 09 and numbered 33/100.
8. *Petshop Girl*, signed with the artist's initials, dated 10 and numbered 80/500.
9. *Crying Cowboy No. 1*, signed with the artist's initials, dated 06 and numbered 3/20.
10. *Rain Taster*, signed, dated '13 and numbered 96/100.
11. *Hond innie Wind*, signed and dated '13.
12. *Shy Girl*, signed with the artist's initials, dated 09 and numbered 279/500.
13. *Happy Days*, signed, dated 08 and numbered AP.
14. *Skater Boy*, signed, dated '13 and numbered 2/75.
15. *Death-by-Carrot Boy*, signed with the artist's initials, dated 2018 and numbered AP.

465

Eugene Hön

SOUTH AFRICAN 1958-

Womb with a View

painted and glazed ceramic
lamp
height: 67 cm

R20 000 – 30 000

LITERATURE

Suzette Munnik (1987)
'Eugene Hön Ceramics',
ADA magazine, number
3, illustrated in black and
white on page 7.

*We do not guarantee
electrical fittings

466

Eugene Hön

SOUTH AFRICAN 1958-

Whale Lamp

painted and glazed ceramic
height: 59,5 cm

R20 000 – 30 000

*We do not guarantee
electrical fittings

467

Eugene Hön

SOUTH AFRICAN 1958-

*Characters,
Minotaur series*

pencil and ballpoint pen
on paper
53 by 35,5 cm

R6 000 – 9 000



465

TWO VIEWS OF LOT 465



466



467



468

468

William Kentridge

SOUTH AFRICAN 1955-

Untitled (Four Shadows)

2006

signed and numbered 6/20 in pencil and embossed with the Timothy Foulds Print Studio chopmark in the margin
hand-coloured aquatint and drypoint etching
47 by 54 cm

R50 000 – 70 000

469

William Kentridge

SOUTH AFRICAN 1955-

Untitled (Figures on Horseback)

signed in red conté, numbered 14/30 and embossed with the Artist Proof Studio chopmark in the margin of the backing sheet
lithograph and drypoint on watercolour-stained paper
plate size: 29,5 by 39 cm

R70 000 – 100 000



469

470

William Kentridge

SOUTH AFRICAN 1955-

Almost Don't Worry

2010

signed and numbered EV 29/40; inscribed with the title in the print
hand-painted Indian ink on linocut
116 by 105 cm

R200 000 – 250 000



470

TO PLACE A BID CLICK ON THE RED LOT NUMBER





Hylton Nel's studio, Calitzdorp. Photograph by Mario Todeschini.



471



472



473



474

471

Hylton Nel

SOUTH AFRICAN 1941-

A Seated Nude Woman and a Fish

signed with the artist's initials
hand painted and glazed
ceramic bowl
height: 12 cm, diameter: 24,5cm

R7 000 – 10 000

472

Hylton Nel

SOUTH AFRICAN 1941-

Change

signed with the artist's initials and
dated 20.1.09 on the base
iron-red, yellow, blue, green and
turquoise glazed earthenware
diameter: 26 cm

R7 000 – 10 000

LITERATURE

Michael Stevenson (2010) *Hylton Nel: A Curious World*, Johannesburg: Jacana, illustrated in colour on page 37.

473

Hylton Nel

SOUTH AFRICAN 1941-

Madiba

dated 5.12.13 on the base
stoneware with brown
marbled and blue
patterned glaze
diameter: 24,5 cm

R5 000 – 7 000

This bowl commemorates
the day Nelson Mandela died.

474

Hylton Nel

SOUTH AFRICAN 1941-

Reclining Nude

signed with the artist's initials
on the base
pink lustre, aubergine and
cream glazed earthenware
diameter: 22,5 cm

R8 000 – 10 000

PROVENANCE

Deon Viljoen Fine Art.
Private Collection.



475



475

Nico Masemola

SOUTH AFRICAN 1987–2015

A Pair of Green-glazed Earthenware Figures of Hares, two

each signed with the artist's initials and dated 2014
green-glazed earthenware
height: 36,5 cm and 35 cm

R10 000 – 15 000



476

476

Hylton Nel

SOUTH AFRICAN 1941–

Deep Concentration

signed with the artist's initials and dated 21.4.97
cream, blue, green and aubergine glazed earthenware
height: 27 cm

R15 000 – 20 000



477

477

Hylton Nel

SOUTH AFRICAN 1941–

Flower Cat

signed with artist's initials and dated 4.12.95
iron-red, yellow and mottled-blue glazed earthenware
height: 23 cm

R18 000 – 24 000



478

Hyme Rabinowitz

SOUTH AFRICAN 1920–2009

Celadon Glazed Vessel

stamped with the artist's
monogram
stoneware
height: 22 cm

R4 000 – 6 000



479

Charles Gotthard Jacobs

SOUTH AFRICAN 1951–

A 'Soldier' Pot and Cover

iron-glazed stoneware and cork
height: 47,5 cm

R8 000 – 10 000

LITERATURE

Garth Clark and Lynne Wagner (1974)
Potters of Southern Africa, Cape Town:
Struik, a similar example illustrated in
black and white on page 65.



480

Thijs Nel

SOUTH AFRICAN 1943–2020

Ribbed Bottle Vase

signed with the artist's
monogram and dated 85 on
the base; a label with the artist's
name and 'Karemick' adhered
to the base
cream, brown and teal glazed
stoneware
height: 34,5 cm

R3 000 – 4 000



481

Thaba Bosigo

LESOTHO 1972-c.1981

Letima Lamp Base

carved brown and cream glazed
stoneware
height: 37 cm

R6 000 – 8 000

LITERATURE

Garth Clark and Lynne Wagner (1974)
Potters of Southern Africa, Cape Town:
Struik, a similar example illustrated in
black and white on page 160.
Wendy Gers (2015) *Scorched Earth*,
100 Years of Southern African Potteries,
Johannesburg: Jacana, a similar example
illustrated in colour on page 305.



482

Eugene Hön

SOUTH AFRICAN 1958-

Spirit Vessels, two

one signed and dated Feb
93; each inscribed with text
around the base
painted and glazed ceramic
each height: 23,5 cm

R8 000 – 12 000







483

**John Newdigate
and Ian Garrett**

SOUTH AFRICAN 1968- AND 1971-

Birds Feeding

signed by Newdigate and dated 2020;
signed by Newdigate, dated and inscribed
with the title on the base; carved with the
signature of Ian Garrett on the base
porcelain with underglaze pigments
height: 58 cm

R50 000 – 70 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

484

Corné Joubert

SOUTH AFRICAN 1971–

Magus

signed and dated 2008
coloured slip and oxides on glazed
stoneware tiles laid down on fabric
216 by 100 cm

R20 000 – 30 000

The work consists of 18 ceramic tiles.

'Initially I started making tiles to explore the process of surface decoration; I fell in love with this format. Historically and functionally tiles are used to cover surfaces and, to me, they represent taste, class, culture, choice, history, personality and the availability of money. The sculptures, tiles and panels I create often employ stereotypes conveying messages and stories regarding identity. The art of tile decoration is utilized in a very personal way, this also led me to explore the two-dimensional format, sculpturally, in creating figurines.¹

In 2009, the artist was represented at the Sasol New Signatures Art Competition, and received the New Signature Award at the Glazecor Ceramics Southern Africa Gauteng Regional Exhibition.

1. Ceramics Southern Africa (n.d.) Ceramists, 'Corné Joubert' <http://www.ceramicssa.org/CorneJoubert.html>



484



485

485

Andrew Walford

SOUTH AFRICAN 1942–

Floral Composition

signed and dated 2016
on the reverse
painted and glazed ceramic tile
78,5 by 108 cm

R12 000 – 18 000

486

Esias Bosch

SOUTH AFRICAN 1923–2010

Flower Composition

painted and glazed ceramic tile
57 by 57 by 1 cm

R80 000 – 120 000



486

TO PLACE A BID CLICK ON THE RED LOT NUMBER



487

Esias Bosch

SOUTH AFRICAN 1923–2010

Tall Vessel

glazed ceramic

height: 75 cm

R12 000 – 18 000



488

Digby Hoets

SOUTH AFRICAN 1949–

*Tall Ceramic Vessel
with Three Handles*

glazed ceramic

height: 80 cm

R8 000 – 12 000



489

Tim Morris

SOUTH AFRICAN 1941–1990

Bamboo Decorated Floor Vase

circa 1980

brown and black glazed stoneware

height: 70,5 cm

R15 000 – 20 000

EXHIBITED

The Light from Africa Foundation,
Cape Town, *South African Studio
Ceramics, A Retrospective Exhibition*,
22 May to 2 June 2010.



490

Ian Garrett

SOUTH AFRICAN 1971-

*Vessel with Radiating
Leaf Motifs*

2014

signed

burnished terracotta

and shell impressions

height: 23 cm

R15 000 – 20 000



491

Andile Dyalvane

SOUTH AFRICAN 1978-

Scarified Conical Vessel

2007

signed, inscribed 'Imiso Ceramics' and
stamped with the artist's cypher on the base
earthenware with blue and black glazed
interior, the reverse with red-glazed
highlights

height: 20 cm

R50 000 – 70 000



492

Esias Bosch

SOUTH AFRICAN 1923–2010

Vessel

glazed ceramic
height: 40 cm

R4 000 – 6 000



493

Digby Hoets

SOUTH AFRICAN 1949–

Large Vessel

glazed and incised ceramic
height: 65 cm

R7 000 – 10 000



494

Tim Morris

SOUTH AFRICAN 1941–1990

Large Vessel

painted and glazed ceramic
height: 62 cm

R5 000 – 7 000



495



496



497



498

495

Hylton Nel

SOUTH AFRICAN 1941–

A Reclining Nude

signed with the artist's initials and dated 29.4.93 on the reverse
hand painted and glazed
ceramic bowl
height: 5 cm, diameter: 24,5cm

R5 000 – 7 000

496

Robert Hodgins

SOUTH AFRICAN 1920–2010

Keep Smiling Thru

signed, dated 2007, inscribed with the artist's name and the title, and incised with Retief 28/12/07 on the reverse
pink and black glazed stoneware
diameter: 29 cm

R8 000 – 12 000

497

Hylton Nel

SOUTH AFRICAN 1941–

Swimmer

signed with the artist's initials and dated 29.11.4
green and black glazed earthenware
width: 34 cm

R8 000 – 10 000

PROVENANCE

Michael Stevenson, Cape Town, 2008.
Deon Viljoen Fine Art.
Private Collection.

498

Ruan Hoffmann

SOUTH AFRICAN 1971–

The End of Another Relationship

signed with the artist's initials and dated 03.08.08 on the reverse
earthenware with blue, green and yellow porcelain slip
width: 29,5 cm

R8 000 – 12 000



499

Marietjie van der Merwe

SOUTH AFRICAN 1935–1992

Green-glazed Vase

signed on the base; the foot rim
indistinctly inscribed
stoneware
height: 12 cm

R4 000 – 6 000



500

Marietjie van der Merwe

SOUTH AFRICAN 1935–1992

Guinea Fowl Vessel

signed on the base
brown glazed porcelain
height: 12 cm

R3 000 – 4 000



501

Marietjie van der Merwe

SOUTH AFRICAN 1935–1992

Green and Mauve Bottle Vase

signed on the base
stoneware
height: 21,5 cm

R4 000 – 6 000

502

Robert Hodgins

SOUTH AFRICAN 1920–2010

Skull Piece No 1

signed, dated '07 and inscribed with the title inside the stand; incised twice with R and 2007; the elongated head signed, inscribed with the artist's name and dated 2009 brown, cream and black glazed stoneware body: height: 18,5; elongated head: height: 8 cm; round head: height: 10 cm

R20 000 – 30 000

This work consists of an abstract body and two interchangeable heads.



502

TWO VIEWS OF LOT 502

503

Robert Hodgins

SOUTH AFRICAN 1920–2010

Our PR Man

signed, dated 2006 and inscribed with the artist's name and the title on the reverse stoneware with underglaze colour, underglaze pencil and transparent glaze height: 15 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.

LITERATURE

Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 112 and 134.



503

504

504

Robert Hodgins

SOUTH AFRICAN 1920–2010

Herr Brown

2005

unglazed terracotta with black underglaze height: 21 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.

LITERATURE

Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 107 and 133.

TO PLACE A BID CLICK ON THE RED LOT NUMBER

505

William Kentridge

SOUTH AFRICAN 1955–

Casspirs Full of Love

1989/2000

signed and numbered PP III/III

drypoint

image size: 148 by 81 cm

R250 000 – 350 000

EXHIBITED

Zeitz MOCAA, Cape Town, *William Kentridge: Why Should I Hesitate?, Putting Drawings to Work*, 24 August 2019 to 23 March 2020.

LITERATURE

Dan Cameron, Carolyn Christov-Bakargiev and JM Coetzee (1999) *William Kentridge*, London: Phaidon, another impression from the edition illustrated on page 50.

Bronwyn Law-Viljoen (2006) *William Kentridge Prints*, Johannesburg: David Krut, page 36 another impression from the edition illustrated on pages 18 and 37.

Sue Williamson (2009) *South African Art Now*, New York: Collins Design, another impression from the edition illustrated on page 51.

Judith Hacker (2010) *William Kentridge: Trace, Prints from the Museum of Modern Art*, New York: MoMa, another impression from the edition illustrated on page 23.

Sven Christian and Anne McIlerron (eds) (2019) *William Kentridge: Why Should I Hesitate?, Putting Drawings to Work*, Cape Town: Zeitz MOCAA, another impression from the edition illustrated on page 222.

'Kentridge opens the image of the casspir, the armoured vehicle used by the security forces against riots and demonstrations, to reveal decapitated heads arranged in its interior compartments. Kentridge had heard a message on state radio from a mother to her son in uniform 'from Mum, with casspirs full of love'. In *Casspirs Full of Love*, 1989, we seem to be looking down into this interior, but it also can be read as a failed ladder, a distorted emblem of progress, for Kentridge has scrawled NOT A STEP, the inscription we usually find on the top plank of a ladder, above the lowest divider of the casspir's compartments.'

1. Bronwyn Law-Viljoen (2006) *William Kentridge Prints*, Johannesburg: David Krut, page 18.



506

Eugene Hön

SOUTH AFRICAN 1958-

Russian Constructivist Profiles, two

painted and glazed ceramic
each diameter: 34 cm

R10 000 – 15 000



507

507

William Kentridge

SOUTH AFRICAN 1955-

Espresso Cups and Saucers, six

2008
each cup signed and dated, each saucer signed, dated and numbered with a unique serial number
ceramic cups with silver mirrored glaze; ceramic saucers with transfer illustration

cup with saucer: height 6,5 cm

R20 000 – 30 000

These limited edition sets were produced as part of the Illy Art Collection for Illy's 75th anniversary, with information booklet, and an original presentation box. The anamorphic drawings by William Kentridge on the saucers are reflected in the mirrored cups, becoming moving images as one drinks one's coffee.



508

PART LOT

508

William Kentridge

SOUTH AFRICAN 1955-

Cappuccino Cups and Saucers, six

2008
each cup signed and dated, each saucer signed, dated and numbered with a unique serial number
ceramic cups with silver mirrored glaze; ceramic saucers with transfer illustration

cup with saucer: height 10 cm

R20 000 – 30 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

509

William Kentridge

SOUTH AFRICAN 1955–

Horseman

2007

signed, numbered 20/25 in pencil
and embossed with The Artists' Press
chopmark in the margin
single-colour lithograph and collage
42 by 50 cm

R60 000 – 80 000

LITERATURE

Bill Gregory (2008) *William Kentridge:
Telegrams from the Nose*, Sydney,
Australia: Annandale Galleries,
another impression from the edition
illustrated in colour on page 16.

509



510

William Kentridge

SOUTH AFRICAN 1955–

Studio Portrait

signed and numbered 120/120
in pencil in the margin
screenprint
100 by 70 cm

R80 000 – 120 000

Published by David Krut Fine
Art, Johannesburg.

511

William Kentridge

SOUTH AFRICAN 1955–

Still Life with Fruit

signed, numbered 31/40 in pencil and
embossed with the David Krut and
Jillian Ross chopmarks in the margin
etching with ink wash
sheet size: 60 by 58 cm

R50 000 – 70 000

510



511



512

Jürgen Schadeberg

SOUTH AFRICAN 1931–2020

*Defiance Campaign,
Johannesburg, 1952*

signed, dated 1999, inscribed with the title and embossed with the Jürgen Schadeberg chopmark in the margin; inscribed with the artist's name, the title and 'print 1999' and stamped 'Copyright Jürgen Schadeberg' on the reverse

selenium toned darkroom print 1/1 (unique)
sheet size: 61 by 50,5 cm

R8 000 – 12 000



512

513

Jürgen Schadeberg

SOUTH AFRICAN 1931–2020

Orlando Township, 1951

signed, dated 1999, inscribed with the title and embossed with the Jürgen Schadeberg chopmark in the margin; inscribed with the artist's name, the title and 'print 1999' and stamped 'Copyright Jürgen Schadeberg' on the reverse

selenium toned darkroom print 1/1 (unique)
sheet size: 61 by 50,5 cm

R8 000 – 12 000



513



514

514

Jürgen Schadeberg

SOUTH AFRICAN 1931–2020

*Orlando Township, 1951
(with Small Boy)*

signed, dated 1999, inscribed with the title and embossed with the Jürgen Schadeberg chopmark in the margin; inscribed with the artist's name, the title and 'print 1999' and stamped 'Copyright Jürgen Schadeberg' on the reverse

selenium toned darkroom print 1/1 (unique)
sheet size: 61 by 50,5 cm

R8 000 – 12 000



515

515

George Hallett

SOUTH AFRICAN 1942–2020

The Penny Whistler Robert Sithole '65

signed and dated 99
selenium toned darkroom print 1/1 (unique)
sheet size: 44 by 61 cm

R12 000 – 18 000

516

George Hallett

SOUTH AFRICAN 1942–2020

Mandela '94

signed and dated '99
negative 1994, print 1999
selenium toned darkroom print
1/1 (unique)
sheet size; 61 by 50,5 cm

R20 000 – 30 000



516



517

517

George Hallett

SOUTH AFRICAN 1942–2020

Peter Clarke

signed, dated France April 79 and
inscribed with the dedication 'For
Bra Pete' and 'Collection Private'
black and white hand print
image size: 30,5 by 31 cm

R12 000 – 15 000

PROVENANCE

Stephan Welz and Co, Cape Town,
28 October 2014, lot 11.
Deon Viljoen Fine Art.
Private Collection.

518

George Hallett

SOUTH AFRICAN 1942–2020

Feni Dumile

signed and inscribed with the title
black and white hand print
image size: 24,5 by 37 cm

R15 000 – 20 000

PROVENANCE

Stephan Welz and Co, Cape Town,
28 October 2014, lot 13.
Deon Viljoen Fine Art.
Private Collection.



518

519

George Hallett

SOUTH AFRICAN 1942–2020

District Six '69

signed and dated 99
negative 1969, print 1999
selenium toned darkroom print
1/1 (unique)
sheet size: 44 by 61 cm

R12 000 – 18 000



519

TO PLACE A BID CLICK ON THE RED LOT NUMBER



520



521

520

Kendell Geers

SOUTH AFRICAN 1968–

Gun

1990

signed and dated '90 in the plate; signed and numbered 14/20 in pencil and embossed with the Caversham Press chopmark in the margin
drypoint etching

plate size: 25 by 20 cm

R20 000 – 30 000

521

Marlene Dumas

SOUTH AFRICAN/DUTCH 1953–

Sex

signed and dated 1989 in pencil in the margin
lithograph

plate size: 14 by 27 cm

R20 000 – 30 000



522



523

522

Marlene Dumas

SOUTH AFRICAN/DUTCH 1953–

United Europe

signed, dated 2005, numbered 69/75 and inscribed with the title in pencil in the margin
lithograph

35 by 25 cm

R25 000 – 35 000

523

William Kentridge

SOUTH AFRICAN 1955–

Act III Scene 1, 2017

signed, numbered EV 1/60, and embossed with the Artist Workshop chopmark
linocut on paper with hand colouring on Hahnemühle paper
image size: 30 by 18,5 cm

R30 000 – 50 000

EXHIBITED

FNB Joburg Art Fair, Johannesburg, 8 to 10 September 2017, illustrated in colour on page 1978.

The present lot is based on the artist's drawings for the opera *Lulu*, William Kentridge's version of Alban Berg's 20th century modernist masterpiece. The opera *Lulu* opened to great acclaim at New York's Metropolitan Opera in late 2015.

524

Robert Hodgins

SOUTH AFRICAN 1920–2010

The Chairman of the Board

signed, dated 2007 and inscribed with the artist's name and the title on the reverse
stoneware with underglaze colour and transparent glaze
diameter: 30 cm

R10 000 – 15 000

PROVENANCE

Acquired from the artist by the current owner.



524

525

Jan Neethling

SOUTH AFRICAN 1938–

Suited Man

signed and dated 05/07/04
stoneware with underglaze colour and transparent glaze
diameter: 31 cm

R8 000 – 12 000

PROVENANCE

Acquired from the artist by the current owner.



525

526

Robert Hodgins

SOUTH AFRICAN 1920–2010

Attic Head

signed, dated 5/2008 and inscribed with the artist's name and the title on the reverse
incised, painted and glazed
ceramic plate
diameter: 25,5 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.



526



527

Nesta Nala

SOUTH AFRICAN 1940-2005

Vessel

signed and dated 13-10-1994
on the underside
burnished ceramic
height: 31 cm

R18 000 – 24 000



528

Ian Garrett

SOUTH AFRICAN 1971-

Vessel

signed and dated 1997
on the underside
burnished ceramic
height: 34 cm

R20 000 – 30 000

529

William Kentridge

SOUTH AFRICAN 1955-

News from Nowhere

2007

signed, numbered PP 4/4 in pencil
and embossed with The Artists' Press
chopmark in the margin
two colour lithograph with collage
and watercolour
sheet size: 156 by 120 cm

R450 000 – 550 000

EXHIBITED

Zeitz MOCAA, Cape Town, *William
Kentridge: Why Should I Hesitate?*,
Putting Drawings to Work, 24 August
2019 to 23 March 2020.

LITERATURE

Bill Gregory (2008) *William Kentridge:
Telegrams from the Nose*, Sydney,
Australia: Annandale Galleries,
another impression from the edition
illustrated in colour on page 7.

Judith Hacker (2010) *William
Kentridge: Trace, Prints from the
Museum of Modern Art*, New York:
MoMA, another impression from
the edition in the MoMa collection
illustrated on page 74.

Sven Christian and Anne McIlerron
(eds) (2019) *William Kentridge: Why
Should I Hesitate?*, *Putting Drawings
to Work*, Cape Town: Zeitz MOCAA,
another impression from the edition
illustrated on page 285.





530

Martine Jackson

SOUTH AFRICAN 1979-

Liminal Dance I

terracotta

height: 74,5 cm

excluding marble base

R25 000 – 35 000



531

Martine Jackson

SOUTH AFRICAN 1979-

Liminal Dance II

terracotta

height: 79,5 cm

excluding marble base

R25 000 – 35 000



532

Mary Liebermann

SOUTH AFRICAN 1929–2007

Abstract Woman

stoneware

height: 35,5 cm

R3 000 – 4 000



533

Hannatjie van der Wat

SOUTH AFRICAN 1923–2020

Abstract Forms #2; #12; #23, three

each signed and dated '77 or '78
on the underside
glazed ceramic
two, height: 9,5 cm;
one, height: 14 cm

R4 000 – 6 000

Hannatjie van der Wat began to experiment with ceramics in 1972 'through a friendship with Helen Martin (Dunstan) who invited her to her studio school to 'play with clay'. Van der Wat took up the invitation with scepticism, not expecting to return more than once or twice at most, but from the moment that she began handling the clay, a creative empathy began to take hold of her. By her second visit, a very clear direction had emerged. It was a contradiction of all the rules of pottery – solid heavy slabs of clay twisted and pressured into form.¹

1. Garth Clark and Lynne Wagner (1974) *Potters of Southern Africa*, Cape Town: Struik, page 178.

534

Ann Marais

SOUTH AFRICAN 1948–

Never Again! ... ?

2004

porcelain, Perspex and
black-stained SupaWood
37,5 by 51 by 43,5 cm

R30 000 – 35 000

PROVENANCE

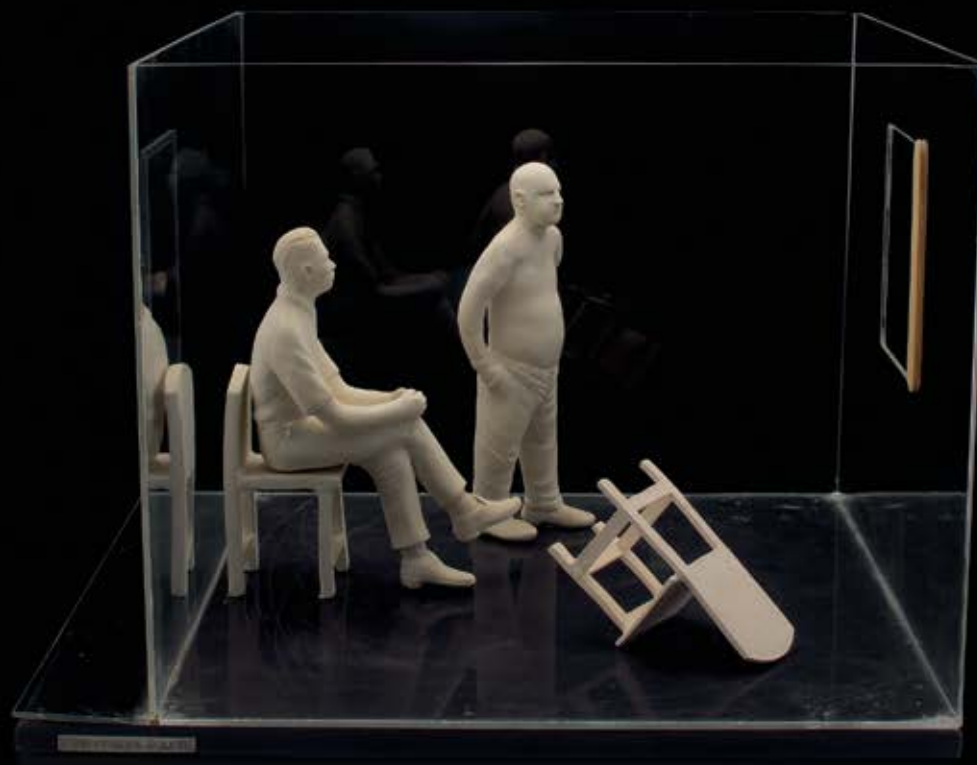
Purchased from the Brett Kebble
Art Awards Exhibition, 2004.
Private Collection.

EXHIBITED

Brett Kebble Art Awards, Cape Town, 2004.

LITERATURE

Clive van den Berg (ed) (2004) *The Brett Kebble Awards*, Cape Town: Brett Kebble, illustrated in colour on page 150.



The title of this disquieting installation by Anne Marais takes its cue from Nelson Mandela's 1994 inauguration speech, when the first president of the new South Africa proclaimed that 'Never, never and never again shall it be that this beautiful land will experience the oppression of one by another.'¹ Produced a decade after that declaration, Marais' sculpture is a chilling testament to the ghosts of oppression that Mandela saw haunting the fragile foundations of South Africa's nascent democracy.

Marais makes visible such a spectre through what the work leaves absent; two porcelain figures, one seated, the other standing, gaze coldly at an open window, whilst an upturned chair suggests some kind of previous commotion. The Perspex box that sets this scene features a door with the label Room 1026, and is completed by a black base with the inscription 'John Vorster Square'.

Marais conjures a history of unresolved justice that, at the time of the sculpture's making in 2004 was still ongoing. The room number refers to the infamous venue located on the 10th floor of John Vorster Square (today Johannesburg Central Police Station) where apartheid police would interrogate and torture political detainees, in some cases dropping them from the window to their deaths.² Perhaps the most infamous of these murders was the case of Ahmed Timol who died in December of 1971 after an interrogation in Room 1026, where officials claimed that he had jumped rather than being thrown. The inquest that immediately followed found in favour of the police, and the case was put down to suicide. It would take 46 years for the inquest to be reopened with Judge Billy Mothe declaring in 2017 that Timol's life had resulted in wrongful death, thereby setting the precedent for reopening of other such apartheid era inquests.³

Marais' restaging of the moments directly after such a gruesome event is part of an ongoing frame of post-apartheid redress where the past is brought into focus in order to remind us, in the present, that many of our country's ghosts, whilst invisible, still remain.

1. Sello Hatang (2020) 'Never, never and never again', *Nelson Mandela Foundation*, <https://www.nelsonmandela.org/news/entry/never-never-andnever-again>
2. *South African History Archive* (n.d.) 'Detention without trial in John Vorster Square', <https://artsandculture.google.com/exhibit/detention-withouttrial-in-john-vorster-square-south-african-history-archive/gQ-109MM?hl=en>
3. Jason Burke (2017) 'South Africa judge rules police murdered anti-apartheid activist in 1971', *The Guardian*, <https://www.theguardian.com/world/2017/oct/12/south-africa-judge-rules-police-murdered-anti-apartheid-activist-in-1971>



435

535

Katherine Glenday

SOUTH AFRICAN 1960–

*Against the Tide of
Darkness*, ten

signed and dated 2003 on
the base
porcelain heightened with
brown glaze
the tallest height: 15 cm
R20 000 – 30 000

EXHIBITED

The UCT Irma Stern Museum,
Cape Town, *Continuum*, 2004.

536

Katherine Glenday

SOUTH AFRICAN 1960–

All Swimming Free

signed, dated 2009 and
inscribed with the title on
the underside
painted porcelain
height: 35 cm
R18 000 – 24 000



536

537

Juliet Armstrong

SOUTH AFRICAN 1950–2012

Paper Form

bone china and gold leaf
with warthog ivory feet
height: 13 cm

R20 000 – 30 000

LITERATURE

Brendan Bell and Bryony Clark (eds)
(2014) *For Juliet: Ceramic Sculptor 1950 to
2012*, Pietermaritzburg: The Tatham Art
Gallery, illustrated in colour on page 106.



537



538

Nelson Makamo

SOUTH AFRICAN 1982–

Keep in Touch

signed, dated 2011, numbered
2/4 and inscribed with the title
in pencil in the margin
screenprint
110 by 68 cm

R30 000 – 50 000



539

Marlene Dumas

SOUTH AFRICAN/DUTCH 1953–

***Portrait of a Young
Nelson Mandela***

signed, dated 2008, numbered
231/250, inscribed with the title and
'Would you trust this man with your
daughter?' in pencil in the margin
lithograph

sheet size: 45 by 35 cm

R60 000 – 80 000



© The Estate of Peter Clarke | DALRO

540

Peter Clarke

SOUTH AFRICAN 1929–2014

Blues Singer

signed, dated 10.Oct.1962, inscribed
'artist's proof' and with the title
in pencil in the margin; inscribed
with the medium and 'Printed in
Amsterdam' on the reverse
linocut

image size: 40 by 29,5 cm

R15 000 – 20 000

541

Roger Ballen

SOUTH AFRICAN 1950-

Scurry Mouse

signed, dated 2001, numbered
2/20 and inscribed with the title on
the reverse of the print; inscribed
with the artist's name, the title, the
date, the medium and the edition
number on an Everard Read label
adhered to the reverse
GBA-chrome photograph
36 by 35,5 cm

R20 000 – 30 000



542

Diane Victor

SOUTH AFRICAN 1964-

Scorched

2018
signed, numbered 11/35, inscribed
with the title in pencil and
embossed with The Artists' Press
chopmark in the margin
hand-coloured lithograph
60 by 76 cm

R10 000 – 15 000





543

Thijs Nel

SOUTH AFRICAN 1943–2020

Urn

signed with the artist's symbol, dated '88 and inscribed with the artist's name on a label adhered to the underside painted and glazed ceramic height: 50 cm

R3 000 – 5 000



544

Carolyn Heydenrych

SOUTH AFRICAN 1961–

Architectural Teapot

signed and dated '11 porcelain with black ink detail height: 32 cm

R10 000 – 15 000



545

Molelekoa Simon Masilo

SOUTH AFRICAN 1936–2018

African Teapot

ceramic height: 40,5 cm

R4 000 – 6 000



546

Hannatjie van der Wat

SOUTH AFRICAN 1923–2020

Abstract Form #181

signed and dated '73 glazed ceramic height: 36 cm

R3 000 – 5 000

LITERATURE

Garth Clark and Lynne Wagner (1974) *Potters of Southern Africa*, Cape Town: Struik, illustrated in black and white on page 184.



547

Nicolene Swanepoel

SOUTH AFRICAN 1962–2016

Nguni Vessel I

inscribed with the artist's initials
incised and glazed ceramic
height: 49 cm

R6 000 – 8 000



548

Nicolene Swanepoel

SOUTH AFRICAN 1962–2016

Nguni Vessel II

inscribed with the artist's initials
incised and glazed ceramic
height: 55 cm

R6 000 – 8 000



549

Nicolene Swanepoel

SOUTH AFRICAN 1962–2016

Nguni Vessel III

inscribed with the artist's initials
glazed and incised ceramic
height: 45 cm

R6 000 – 8 000



550

550

Nicolene Swanepoel

SOUTH AFRICAN 1962–2016

Horse Head with Proteas

signed and dated 2011
brown-glazed stoneware
height: 38 cm

R20 000 – 30 000



551

551

Ann Marais

SOUTH AFRICAN 1948–

Neck Rest

smoke fired painted terracotta
height: 16,5 cm

R6 000 – 8 000

LITERATURE

Rika Stockenström (2014) *The South African Contemporary Ceramic Collection at the William Humphreys Art Gallery 1984–2009*, unpublished Masters dissertation, University of KwaZulu-Natal, a similar work illustrated in Volume II, on page 15.



552

552

Ann Marais

SOUTH AFRICAN 1948–

Zimbabwe Ruins 1990

signed with the artist's monogram on the base
smoke fired painted terracotta
diameter: 49 cm

R8 000 – 10 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

553

Thabiso Sekgala

SOUTH AFRICAN 1981–2014

*Haddon and Sly
(Former Glory), Bulawayo*

2013

numbered 1/7

inkjet print on archival fibre

paper laid down on board

70 by 70 cm

R30 000 – 40 000



554

Jabulani Dhlamini

SOUTH AFRICAN 1983–

*Sunset Shops, Vuka,
Sharpeville*

2015

numbered 1/7

pigment inks on fibre paper

image size: 50 by 50 cm

R35 000 – 50 000



555

Ruan Hoffmann

SOUTH AFRICAN 1971-

Spring and Another World Wide Recession, 2011

signed with the artist's initials and dated 12.08.11
earthenware with underglaze-blue and white porcelain slip
width: 35 cm

R8 000 – 12 000

PROVENANCE

Acquired from the artist by the current owner.



556

Ruan Hoffmann

SOUTH AFRICAN 1971-

Counter Revolutionary

signed with the artist's initials and dated 6.8.11 on the reverse
earthenware with blue and brown porcelain slip
width: 26,5 cm

R8 000 – 12 000

PROVENANCE

Acquired from the artist by the current owner.



557

Ruan Hoffmann

SOUTH AFRICAN 1971-

Ribbons and Bows

signed with the artist's initials and dated 17.12.2010 on the reverse
earthenware underglaze-blue and mauve porcelain slip
width: 31,5 cm

R8 000 – 12 000

PROVENANCE

Acquired from the artist by the current owner.



558

William Kentridge

SOUTH AFRICAN 1955–

Copper Notes,
States 10 and 11, two

2005

signed and numbered 5/14 in pencil and embossed with the Timothy Foulds Print Studio and Artist Proof Studio chopmarks in the margin; signed and numbered 4/5 in pencil and embossed with the Timothy Foulds Print Studio and Artist Proof Studio chopmarks in the margin
drypoint etching
each plate size: 17 by 20,5 cm

R40 000 – 50 000



559

William Kentridge

SOUTH AFRICAN 1955–

Magic Flute (suite of 4 prints)

2007

each signed and numbered 16/20 in pencil and embossed with the David Krut Workshop and Jillian Ross chopmarks in the margin
mixed media
each image size: 15 by 15,5 cm

R120 000 – 160 000

LITERATURE

Bronwyn Law-Viljoen (2007) *William Kentridge: Flute*, Johannesburg: David Krut, illustrated on pages 148 and 149.

Figure: drypoint on Somerset Velvet Soft White paper

Rhino: sugarlift aquatint, drypoint and engraving on Somerset Velvet Soft White paper

Bird: drypoint and engraving on Somerset Velvet Soft White paper

Space: aquatint and drypoint on Somerset Velvet Soft White paper





560

Hylton Nel

SOUTH AFRICAN 1941-

Ten Dishes

signed with the artist's initials and dated 12.10.11; revised and re-signed with the artist's initials and redated red, blue and yellow glazed earthenware diameter: 26,5 cm

R20 000 – 30 000

The reverse of each plate variously dated and inscribed as follows:

1. From a group of 10 that came back unsold from the gallery. It was a strong inspiration, but too rough and raw. Exciting to see again. Very satisfying to continue with these a play of blues and what will it all look like once out of the kiln? A happy princess wanders through her palace. Dated 20.4.2015.
2. A group of 10 plates being more or less free translations of children's drawings, richly embellished. A carefully thought-out use of colour. Amy Winehouse in performance. Dated 20.4.2015.
3. A device with arrows. One of 10. Dated 20.4.2015.
4. The colour change from raw to cooked. There is a picture in the mind. A bird fairy. One of 10. Dated 21.4.15.
5. Device with heart & rocket. One of 10. Yellow near middle. Light. Grey-blue. Pink and yellow happy. Bright blue & iron red & pistachio. Sparkle. Dated 21.4.15.
6. One of 10. A kind of military vehicle. Figure in foreground is addition by translator alas. Dated 21.4.15.
7. A hero with big fat muscles. One of 10. Dated 21.4.15.
8. One of 10. A butterfly enjoys the scent of flowers. Dated 23.4.15.
9. One of 10. A meat-wagon from a scary movie. Dated 23.4.15.
10. One of 10. A powerful hero. A shape-changer. Dated 23.4.15.



561

Deborah Bell

SOUTH AFRICAN 1957-

Head of a Woman

painted, incised and glazed ceramic plate diameter: 23 cm

R20 000 – 30 000

562

Hylton Nel

SOUTH AFRICAN 1941-

A Young Girl in a Pink Dress

signed with the artist's initials and dated 10.5.06 on the reverse
hand-painted, glazed and incised ceramic bowl
height: 5 cm, diameter: 26cm

R6 000 – 9 000



562

563

Robert Hodgins

SOUTH AFRICAN 1920-2010

Mädchen

signed, dated '05 and inscribed with the artist's name and the title on the reverse
stoneware with underglaze colour, transparent glaze and enamel overglaze
diameter: 31,5 cm

R15 000 – 20 000

PROVENANCE

Acquired from the artist by the current owner.
Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 34 and 125.



563

564

Anni Snyman

SOUTH AFRICAN 1964-

Left Holding ...

dated 2016 and inscribed with the artist's name and the title on the reverse
painted and glazed ceramic plate
diameter: 28 cm

R7 000 – 10 000

PROVENANCE

Acquired from the artist by the current owner.



564

565

Rorke's Drift

SOUTH AFRICAN 20TH CENTURY

Two-handed Vessel

signed 'Lephinah Molefe' and
with the Rorke's Drift leaf logo
and dated 9-60-78
black, brown and cream glazed
stoneware
height: 14,5 cm

R4 000 – 6 000



566

Rorke's Drift

SOUTH AFRICAN 20TH CENTURY

Bottle Vase

signed with the artist's initials
and the Rorke's Drift leaf logo
black, brown and cream glazed
stoneware
height: 17 cm

R3 000 – 4 000



567

Susan Annandale

SOUTH AFRICAN 1940-

Ceramic Bowls, two

glazed stoneware
height: 22 cm; 16 cm

R4 000 – 6 000

LITERATURE

Rika Stockenström (2014) *The South African Contemporary Ceramic Collection at the William Humphreys Art Gallery 1984-2009*, unpublished Masters dissertation, University of KwaZulu-Natal, a similar work illustrated in Volume II, on page 150.



568

John Muafangejo

NAMIBIAN 1943–1987

Shiyane Home

signed, dated 1969 and numbered 52/100; printed with the title in the plate linocut

59 by 87,5 cm

R18 000 – 24 000

LITERATURE

Orde Levinson (1992) *I was Lonelyness: The Complete Graphic Works of John Muafangejo, A Catalogue Raisonné 1968–1987*, Cape Town: Struik, another impression from the edition illustrated as no. 25 on page 46.



568

569

John Muafangejo

NAMIBIAN 1943–1987

A Beautiful Ovamboland

signed, dated 1984 and numbered 2/150 in pencil in the margin; inscribed with the artist's name and the title in the print linocut

sheet size: 85 by 60,5 cm

R10 000 – 15 000

LITERATURE

Orde Levinson (1992) *I was Lonelyness: The Complete Graphic Works of John Muafangejo, A Catalogue Raisonné 1968–1987*, Cape Town: Struik, another impression from the edition illustrated as no. 205 on page 227.



570

570

John Muafangejo

NAMIBIAN 1943–1987

Zululand: Natal Where Art School Is

signed, dated 1974 and numbered 137/200; inscribed with the title in the print linocut

sheet size: 61 by 86 cm

R15 000 – 20 000

LITERATURE

Orde Levinson (1992) *I was Lonelyness: The Complete Graphic Works of John Muafangejo, A Catalogue Raisonné 1968–1987*, Cape Town: Struik, another impression from the edition illustrated as no. 63 on page 85.



570

571

Eric Mbatha

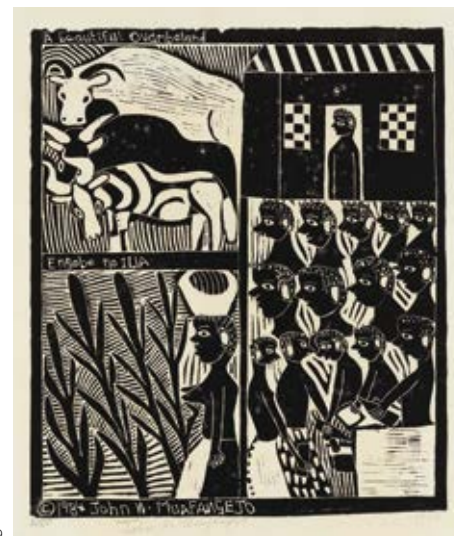
SOUTH AFRICAN 1948–

Abram and the Angel

signed, dated 70, numbered AP and inscribed with the title in pencil in the margin linocut

sheet size: 42 by 29 cm

R5 000 – 8 000



569



571



572

Noria Mabasa

SOUTH AFRICAN 1938–

Kneeling Woman

painted ceramic
height: 62,5 cm

R12 000 – 18 000



573

Bonakele (Bonnie)

Ntshalintshali

SOUTH AFRICAN 1967–1999

Elephant and Stork Embracing

inscribed with the artist's name and
dated 1987 on the underside
painted ceramic
height: 44 cm

R20 000 – 30 000



574

Ardmore Ceramic Studio

SOUTH AFRICAN 20TH CENTURY

Bird Bowl

inscribed 'Made by Stiso Zinhle'
and 'Ardmore Studio' and dated
09 on the underside
painted and glazed ceramic
height: 47 cm

R20 000 – 30 000

**Spirit of our Stories Collaboration between
Caversham Press and Ardmore Ceramic Studio**

In the *Spirit of our Stories* project, 1995, a group of rural artists from the Ardmore Ceramic Studio at Winterton worked in a medium that was new to most of them at the time, printmaking, at the Caversham Press. The artists' skill in working in a narrative tradition lent itself to the translation of images from 3-dimensional ceramic forms into 2-dimensional prints.

The images the artists produced include interpretations of dreams, references to folklore and bible stories, and observations from the world around them.



575

Wonderboy Nxumalo

SOUTH AFRICAN 1975–2008

*Basa Umlilo Ngaphandle
Kuka Matches*

signed, dated 1995,
numbered 19/45, inscribed
with the title in pencil
and embossed with the
Caversham Press chopmark in
the margin; printed with the
title in English in the plate
colour screenprint
sheet size: 64 by 76,5 cm

R4 000 – 6 000

576

**Bonakele (Bonnie)
Ntshalintshali**

SOUTH AFRICAN 1967–1999

*Ukuzalwa Kukajesu
(The Birth of Jesus)*

signed, dated 95, numbered
51/65, inscribed with the
title in pencil and embossed
with the Caversham Press
chopmark in the margin
colour screenprint
sheet size: 64 by 76,5 cm

R8 000 – 12 000



577

Mavis Shabalala

SOUTH AFRICA 1965–

Ingelosi Nezilwane

signed, dated 95, numbered
21/60, inscribed with the title in
pencil and embossed with the
Caversham Press chopmark in
the margin
colour screenprint
sheet size: 64 by 35 cm

R3 000 – 4 000

578

Punch Shabalala

SOUTH AFRICAN 1969–

Umlingo Wezilinane

signed, dated '95, numbered
26/50, inscribed with the title in
pencil and embossed with the
Caversham Press chopmark in
the margin
colour screenprint
sheet size: 100 by 69,5 cm

R4 000 – 6 000

579

Mavis Shabalala

SOUTH AFRICAN 1965–

*Amadoda Amabili Abuka
Indlovo Nebhubesi*

signed, numbered 37/60, inscribed
with the title in pencil and
embossed with the Caversham
Press chopmark in the margin
colour screenprint
sheet size: 63,5 by 41,5 cm

R3 000 – 4 000

580

**Bonakele (Bonnie)
Ntshalintshali**

SOUTH AFRICAN 1967–1999

*UDaniel Namabhubesi
(Daniel in the Lion's Den)*

signed, dated 95, numbered 44/50,
inscribed with the title in pencil and
embossed with the Caversham Press
chopmark in the margin
colour screenprint
sheet size: 100 by 69,5 cm

R7 000 – 10 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



581

581**Norman Catherine**

SOUTH AFRICAN 1949–

Hodge Podge

signed, numbered 15/30, inscribed with the title in pencil in the margin and embossed with the Chocolate Ink Studio chopmark in the margin
screenprint
sheet size: 75,5 by 105,5 cm

R25 000 – 35 000

LITERATURE

Wilhelm van Rensburg (2014) *Norman Catherine Print Editions 1968–2014*, Johannesburg: Art on Paper, another impression from the edition illustrated in colour on pages 68 and 69.

582**Norman Catherine**

SOUTH AFRICAN 1949–

Homo Opuntia

signed, numbered 9/30, inscribed with the title in pencil and embossed with the Chocolate Ink Studio chopmark in the margin
screenprint
sheet size: 75,5 by 105,5 cm

R25 000 – 35 000

LITERATURE

Wilhelm van Rensburg (2014) *Norman Catherine Print Editions 1968–2014*, Johannesburg: Art on Paper, another impression from the edition illustrated in colour on pages 66 and 67.



582



583

583**Walter Battiss**

SOUTH AFRICAN 1906–1982

Orgy 1

signed and numbered 27/45
screenprint
45 by 63 cm

R40 000 – 60 000

PROVENANCE

Goodman Gallery.
Private Collection, Johannesburg.

LITERATURE

Warren Siebrits (2016) *Walter Battiss: Invented Myself: The Jack Ginsburg Collection*, Johannesburg: The Ampersand Foundation, another impression from the edition illustrated in colour on page 121.

'All Battiss's erotic work was censored by the Pretoria City Council at the time of his Commemorative Exhibition at the Pretoria Art Museum, which opened October 1979. This explains why most of Battiss's erotic and sexually explicit images only appeared in books and exhibition catalogues for the first time decades after his death in 1982.'¹

¹ Warren Siebrits (2016) *Walter Battiss: I Invented Myself: The Jack Ginsburg Collection*, Johannesburg: The Ampersand Foundation, page 120.



584

Corné Joubert

SOUTH AFRICAN 1971-

Family, five

incised and glazed ceramic
on wooden base
smallest height: 23 cm;
tallest height: 30 cm

R10 000 – 15 000

In 2009, the artist was represented at the Sasol New Signatures Art Competition, and received the New Signature Award at the Glazecor Ceramics Southern Africa Gauteng Regional Exhibition.

585

Robert Hodgins

SOUTH AFRICAN 1920-2010

Excellency

signed, dated 15 and inscribed
with the title
mixed media and ceramic tiles
height: 90 cm

R120 000 – 160 000



585

586

Norman Catherine

SOUTH AFRICAN 1949-

Boatman

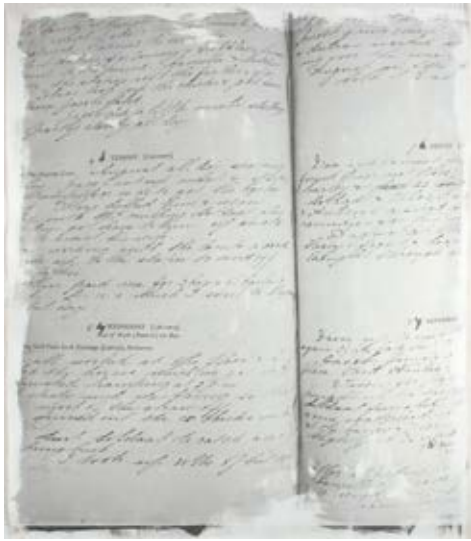
tapestry
signed, dated 1991, numbered 1/10 and
inscribed with the title on the reverse
35 by 32 cm

R35 000 – 50 000



586

TO PLACE A BID CLICK ON THE RED LOT NUMBER



587



588



589



590

587

Stephen Ingg

SOUTH AFRICAN 1955-

100 Years of Solitude 1 [Journal]

2006

signed; bears a João Ferreira gallery label inscribed with the artist's name, date, edition number, medium, and title on the reverse

hand-painted gelatin silver emulsion on BFK Rives paper
sheet size: 119 by 106,5 cm

R30 000 – 50 000

588

William Kentridge

SOUTH AFRICAN 1955-

Three Shadows in a Landscape

2003

signed and numbered 9/40
sugarlift aquatint and etching
plate size: 60 by 75 cm

R80 000 – 120 000

589

Stephen Ingg

SOUTH AFRICAN 1955-

The Blotting Paper

signed; inscribed with the title on the reverse
hand-painted gelatin silver emulsion on BFK Rives paper
sheet size: 119 by 107 cm

R30 000 – 50 000

590

William Kentridge and Rosenclaire

SOUTH AFRICAN 20TH CENTURY/21ST CENTURY

Lesheba

2005

signed by all three artists, numbered 9/18 in pencil and embossed with the David Krut Print Workshop and Timothy Foulds Print Studio chopmarks in the margin
drypoint on paper
image size: 49 by 74 cm

R80 000 – 120 000

Rosenclaire (Claire Gavronsky and Rose Shakinovsky) are artists, activists, teachers and mentors. They moved from South Africa to Italy in the 1980s and have run their successful artists' residency programme there for the last 30 years. Their approaches differ stylistically, but they share common concepts and concerns, often with a political edge, and work in a variety of media including painting, sculpture, printmaking, recontextualising found objects and site-specific events.



591

William Kentridge

SOUTH AFRICAN 1955-

A Universal Archive

2012

signed, numbered 18/35 and inscribed with the title in the work lithography and collage on various types of paper

image size: 63 by 73 cm

R100 000 – 150 000

LITERATURE

Rosalind Krauss, Roger Malbert and Kate McCrickard (2013) *A Universal Archive: William Kentridge as Printmaker*, London: Hayward Gallery, illustrated on page 118 with cataloguing details on page 135.

LOTS 592 TO 600
NO LOTS

TO PLACE A BID CLICK ON THE RED LOT NUMBER





Tuesday 10 November 2020
Session 6 at 7.00pm

Contemporary Art

Lots 601–690

Lot 628 Simphiwe Ndzube *Waiting for Mlungu (III)* (detail)

601

Georgina Gratrix

SOUTH AFRICAN 1982-

It Must Suck Being a Poodle

signed and dated 2012

on the reverse

oil on canvas

45,5 by 60,5 cm

R30 000 – 50 000



602

Matthew Hindley

SOUTH AFRICAN 1974-

Kitty, Kitty, Whoa!

signed, dated 2004 and 05 and

inscribed with the artist's name

and the title on the reverse

mixed media on canvas

130,5 by 130 cm

R70 000 – 90 000

EXHIBITED

Association of Arts Pretoria, *Sasol New Signatures Competition*, 2005, illustrated in colour on page 17 of the exhibition catalogue.



603

Johann Louw

SOUTH AFRICAN 1965–

Pop en Vis

signed with the artist's initials
and dated 2013 on the reverse
oil on plywood
122 by 128,5 cm

R100 000 – 120 000

PROVENANCE

Acquired from the artist's exhibition
by the current owner, 2013.
Private Collection, Johannesburg.

EXHIBITED

University of Johannesburg Art
Gallery, Johannesburg, *Johann Louw:
Et in Arcadia Ego*, 7 to 28 August 2013.



604

Johann Louw

SOUTH AFRICAN 1965–

Dog

signed with the artist's initials
and dated 2015 on the reverse
oil on canvas
50 by 157 by 2,5 cm

R30 000 – 50 000





605

Jake Aikman

SOUTH AFRICAN 1978-

Vigil

signed, dated 2011 and inscribed
with the title on the reverse

acrylic on canvas

115 by 205,5 cm

R100 000 – 150 000

EXHIBITED

SMAC Gallery, Cape Town, *Jake
Aikman: Proximity*, 13 October
to 30 November 2011.

606

Anton Karstel

SOUTH AFRICAN 1968-

Two Gymnasts

oil on canvas

64,5 by 61 cm

R30 000 – 50 000

PROVENANCE

Acquired from the artist
by the current owner.



607

Lisa Brice

SOUTH AFRICAN 1968–

Untitled IV

signed with the artist's initials and dated 05; inscribed with the artist's name, title, date and medium on a Goodman Gallery label adhered to the reverse

oil on paper

sheet size: 150 by 125 cm

R100 000 – 150 000

EXHIBITED

Goodman Gallery, Johannesburg,
Lisa Brice: Night Vision, 21 January to
11 February 2006.

'From early childhood, film provided an escape for Brice. As an artist working in Trinidad, she became a regular at the weekly gatherings of the StudioFilmClub (SFC) run by artists Peter Doig and Che Lovelace. Night vision photographs taken by Brice during the screenings were used to illustrate and record the atmosphere of the SFC nights in a catalogue printed by Walter Koenig, for an exhibition of Doig's painted SFC posters at the Museum Ludwig, Cologne and the Kunsthalle, Zurich, 2005. [...]

Whilst drawing on her usual accumulation of imagery from media sources, the work is also informed by the hundreds of night vision photographs that Brice has taken over the last few years, during her exploration and new found fascination with the medium of photography. The almost monochromatic greenish palette of the night vision mode on video cameras suggests, apart from the eeriness of the desaturated colour, a sense of intrigue and an invasion of privacy.

This investigation reveals the variety of forms fear takes on, like a shape shifter, forms often found in folklore, religion, film, children's stories, politics as well as in our personal mythologies ... the work is intended to suggest a struggle in which hope and magic have the possibility of prevailing.¹

1. *Goodman Gallery* (2006) 'Lisa Brice/Night Vision'; <https://www.goodman-gallery.com/exhibitions/455>





608

Deborah Bell

SOUTH AFRICAN 1957–

Waiting for the Miracle to Come – John the Baptist

2012

signed; inscribed with the artist's name, the title and the medium on a John Martin Gallery, London, label adhered to the reverse
oil on canvas
51 by 40 cm

R100 000 – 150 000

PROVENANCE

John Martin Gallery, London.
Private Collection, Johannesburg.

EXHIBITED

John Martin Gallery, London, *A Far Country: Sculpture and Painting* 2008–12, 15 June to 14 July 2012.

LITERATURE

John Martin Gallery (2012) *A Far Country: Sculpture and Painting* 2008–12, exhibition catalogue, London: John Martin Gallery, illustrated on page 47.
Catherine Milner (2012) 'Bell's Celestial Belles', *Country Life* (UK), 20 June, pages 132 and 133, exhibition review.

A copy of *Country Life* (UK), June 20, 2020, accompanies the lot.



609

Deborah Bell

SOUTH AFRICAN 1957–

Waiting for the Miracle to Come – Joan of Arc

2012

signed; inscribed with the artist's name, the title and the medium on a John Martin Gallery, London, label adhered to the reverse
oil on canvas
51 by 40 cm

R100 000 – 150 000

PROVENANCE

John Martin Gallery, London.
Private Collection, Johannesburg.

EXHIBITED

John Martin Gallery, London, *A Far Country: Sculpture and Painting* 2008–12, 15 June to 14 July 2012.

LITERATURE

John Martin Gallery (2012) *A Far Country: Sculpture and Painting* 2008–12, exhibition catalogue, London: John Martin Gallery, illustrated on page 47.
Catherine Milner (2012) 'Bell's Celestial Belles', *Country Life* (UK), 20 June, pages 132 and 133, exhibition review.

A copy of *Country Life* (UK), June 20, 2020, accompanies the lot.



610

Deborah Bell

SOUTH AFRICAN 1957-

Divination

signed, dated 2005 and inscribed with the title; inscribed with the artist's name, the date, the title and the medium on a Goodman Gallery label adhered to the reverse mixed media on paper sheet size: 160 by 60 cm

R180 000 – 240 000

611

Barend de Wet

SOUTH AFRICAN 1956-2017

Mielies and Masks

cast aluminium and plaster on plaster base height: 51 cm

R20 000 – 30 000



TWO VIEWS OF LOT 611





612

Blessing Ngobeni

SOUTH AFRICAN 1985-

Grey Area IV

signed, dated 15 and
inscribed with the title
acrylic with collage on canvas
90 by 75 cm

R60 000 – 90 000

EXHIBITED

Gallery MOMO, Cape Town, *Blessing
Ngobeni: As if You Care*, July 2015.



613

Mongezi Ncaphayi

SOUTH AFRICAN 1983-

Abstract Composition

signed and dated 15
acrylic on paper
154 by 120 cm

R40 000 – 60 000



614

Hussein Salim

SUDANESE 1966–

Joy of Creation II

signed and dated 15; signed, dated

2015 and inscribed with the title

and the medium on the reverse

acrylic on canvas

150 by 150 cm

R50 000 – 80 000

615

Barend de Wet

SOUTH AFRICAN 1956–2017

Insincere Objects

inscribed with the artist's name,
dated 2010 and numbered 1/5 on
a plaque adhered to the reverse
enamel on bronze
height: 35 cm

R25 000 – 35 000

LITERATURE

Kathryn Smith (2010) *Barend de
Wet*, Cape Town: SMAC Gallery,
illustrated in colour on page 166.



TWO VIEWS OF LOT 615

616

Stefanus Rademeyer

SOUTH AFRICAN 1976–

Moiré Study no 1

signed, dated 2011 and numbered 3/5
on the underside
mixed media with electrical wiring
height: 42 cm

R40 000 – 60 000

*We do not guarantee electrical fittings



TO PLACE A BID CLICK ON THE RED LOT NUMBER



617

Zander Blom

SOUTH AFRICAN 1982–

Composition with Pizza

signed, dated 2017, and inscribed

'Nov CPT' on the reverse

oil on linen

72 by 50 cm

R80 000 – 120 000



618

Norman Catherine

SOUTH AFRICAN 1949–

Cactus Head

signed

oil on canvas

90 by 80 cm

R120 000 – 160 000

619

Robert Hodgins

SOUTH AFRICAN 1920–2010

Portrait Plates, twelve

each signed, dated 2005 and inscribed with the artist's name and the title on the reverse stoneware with underglaze and transparent glaze
smallest diameter: 25,5 cm, largest diameter: 37 cm

R180 000 – 240 000

LITERATURE

Retief van Wyk (2008) *The Ceramics of Robert Hodgins*, Cape Town: Bell-Roberts, illustrated on pages 68 to 77 and 129 to 131.

1. *Molly*
2. *Alexander Not So Great*
3. *Julia*
4. *Pallas Athene*
5. *Ou Maat*
6. *Football Jack*
7. *Ready for Parade*
8. *One of Those Louis*
9. *Cadet*
10. *Redcap*
11. *Girl Perturbed*
12. *George Washington*



Robert Hodgins, Pretoria, 2006. Photograph by Abrie Fourie.

'Ceramic painting resembles methods used in tempera painting where colours are built up in layers. Line and brushwork are intermingled and images appear and, with rapid scouring, slowly disappear. Hodgins observes that 'one can add and invent [in a way that is not] possible on a canvas'. Once the plates are dry they may be worked again. Hodgins experiments with all the possible surfaces and forms, from coffee mugs to vases, three-dimensional skull forms to figurative objects, with the round plate remaining a favourite.

Hodgins's plates are portraits in the round. The format is of no major concern to him although the circular throwing lines sometimes lead him into a specific direction or gesture. The circular possibility of banding (painting of colours in the round) is usually only decided on after the images are completed.

Some plates may take weeks to finish and others are completed almost instantly.

The lack of spatial reference is important in Hodgins's ceramic work. 'The plates in themselves are objects to me,' Hodgins suggests. 'They occupy space and to allude to space seems superfluous. The canvas on the other hand is a square flat plane that receives a frame and is different to plates that already have an obvious rim.' The rim, however, also forms part of the picture ... sometimes. There is never a hard and fast rule with Hodgins. Today it can be decorative rims only and next week the rims are completely negated.¹

1. Retief van Wyk (n.d.) *Robert Hodgins*, http://map-southafrica.org/artists/m/2006/robert_hodgins/



620

Willem Boshoff

SOUTH AFRICAN 1951-

Speechless

2014

32 old dental mouth casts

on handmade paper

209 by 114 cm

R80 000 – 120 000

'For most, to be speechless is to stand in awe or to be so surprised that the faculty of speech disappears.

When I am nervous I tend to talk too much. The more nervous I get, the more my head spins and the more nonsense I talk, and the more I lapse into crazy word salads.

When sitting back in the dentist's chair I am usually very nervous. Typically, I experience the urge to drift into uninhibited logorrhea. The frustrating thing then is that my otherwise occupied mouth does not allow any speech and I sit there, dumbstruck and irritated.

There are many forms of speech. In a monologue one speaks to oneself, in a dialogue one is in conversation with someone else. Thaumatoquy is such powerful speech that it conjures up miracles. An altiloquent orator is somewhat supercilious, lofty and speaks down to an audience. The sialoquent speaker speaks in such a carefree manner as to spray his or her audience with spittle. In Greek *sialon* is 'saliva' and in Latin *loqui* is 'to speak'.

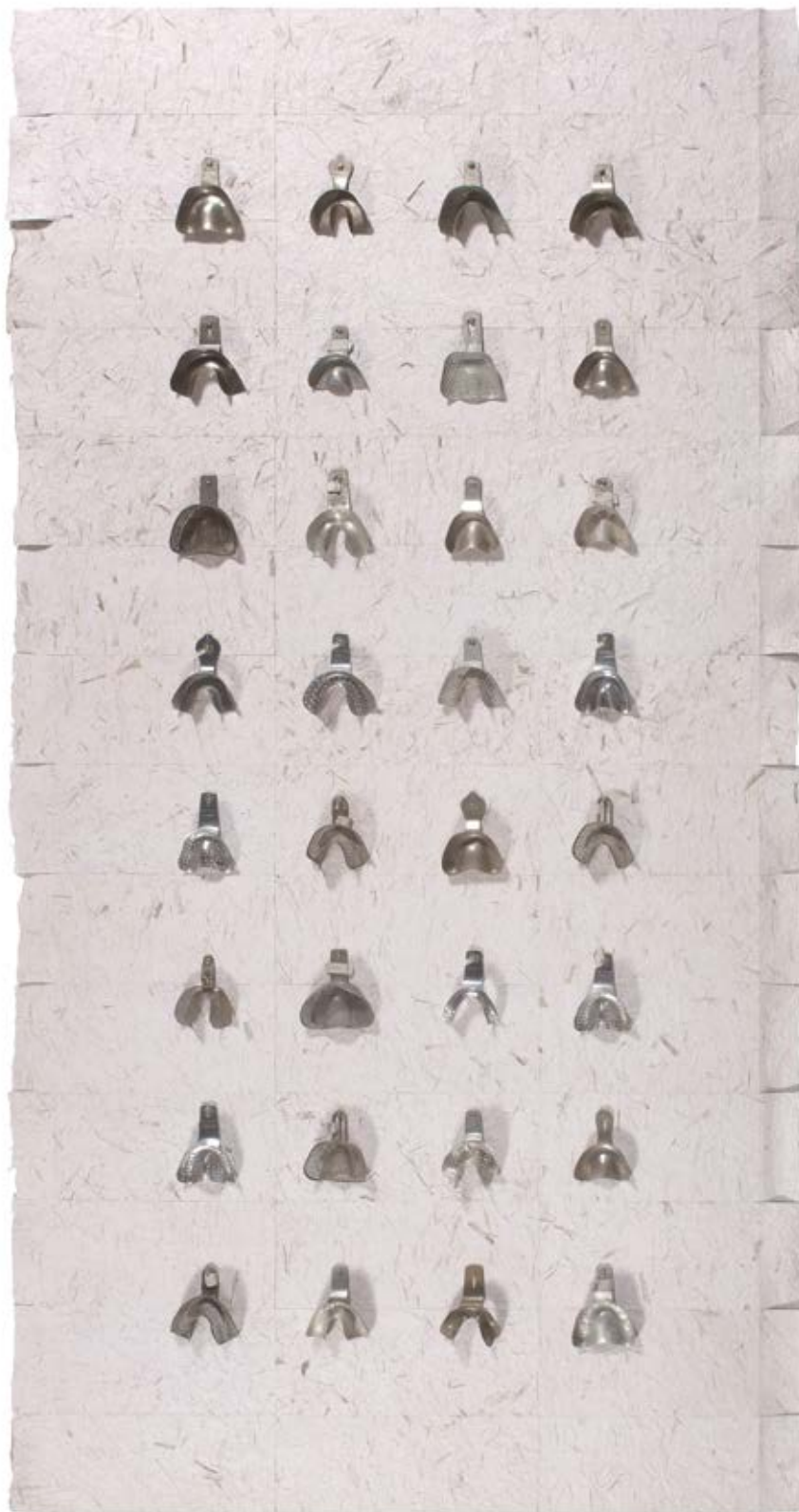
We are used to speaking freely, not always thinking that our speech might be offensive or at least unpleasant to others. Some religious orders are so concerned to be harmless in speech as to take a vow of silence.

I am told that arachibutyrophobia is a fear of peanut butter sticking to the roof of one's mouth. Perhaps this fear has something to do with the fact that when one's mouth is blocked-up, speech is so impossible one can't even call out for help. Dental mouth casts, locking up the mouth with gooey dental putty, are the most annoying mechanisms, muzzling movements of the tongue at a time when one is terribly nervous.

I remember a time, when, in South Africa I was often censored from saying things I wanted to. Under the apartheid government free speech was prohibited. Many South Africans, like the poet Breyten Breytenbach, landed in jail for what they said. None of us were allowed to repeat the contrary ideas of our fellow citizens [...]

In my work *Speechless* I think back on the frustration and powerlessness to speak when one has something to say.¹

1. Willem Boshoff (n.d.) 'Speechless', <https://www.willemboshoff.com/product-page/speechless>



621

Willem Boshoff

SOUTH AFRICAN 1951–

Self-portrait

(Right-hand Side of the Brain)

signed and dated 2011 on the reverse

mixed media on board

101 by 101 cm

R150 000 – 250 000

PROVENANCE

Goodman Gallery, Johannesburg.
Private Collection, Johannesburg.

EXHIBITED

Goodman Gallery, Johannesburg,
Willem Boshoff/SWAT, 18 August to
24 September 2011.

The present lot is an assemblage of alphabet beads, smashed computer plastic, stones, bougainvillea twigs and glue in a meranti frame.

'I am a Dadaist at heart and I have worked with casting things all my life ... I do this in the firm belief that that particular accidental/incidental act will lead me to find a great pearl of wisdom ... I give myself only one chance, one stab of the finger at an all-encompassing universal truth. In the early seventies, as a student I learnt about Jean Arp and his experiments with the 'Laws of Chance'. All my life I have experimented with these. Levi Strauss speaks of the contingency of incidence and co-incidence. Cage speaks of aleatoric (throwing the dice) work when he ventures more into the coincidental and Xenakis uses the term stochastic (guessing/aiming) for his rationalising of irrational happenstance. I have devoted my life to live in a stochastic/aleatoricity manner and I have made rather large installations in which I study how randomly deployed objects and experiences may hold the truth. The correct word for such endeavours is 'divination' and the practice of divination is older than any record of human existence. [In my book] 'What every Druid Should Know', I devote considerable time to how we might manage to decipher our Hamlet from chicken bones, bird droppings and a monkey playing with a typewriter.'

Willem Boshoff, 2011





622

Kemang Wa Lehulere

SOUTH AFRICAN 1984–

Never Ending Dead-end

signed and dated 12; a Stevenson label adhered to the reverse
ink on paper
sheet size: 59 by 42 cm

R70 000 – 90 000

PROVENANCE

Stevenson, Cape Town.
Aspire Art Auctions, Cape Town,
27 March 2017, lot 87.
Private Collection.



623

Penny Siopis

SOUTH AFRICAN 1953–

Feral Fables: Changeling

signed, dated 2007 and inscribed with the artist's name, the title and the medium on a Stevenson certificate of authenticity adhered to the reverse; inscribed with the artist's name and the title on an Iziko *Time and Again: Penny Siopis Retrospective* loan label adhered to the reverse
ink and glue on paper
76 by 55 cm

R100 000 – 150 000

PROVENANCE

Stevenson, Johannesburg.
Private Collection, Johannesburg.

EXHIBITED

Iziko South African National Gallery, Cape Town, *Time and Again: Penny Siopis Retrospective*, 14 December 2014 to 23 March 2015.
Wits Art Museum, Johannesburg, *Time and Again: Penny Siopis Retrospective*, April to July 2015.

LITERATURE

Sue Williamson (2009) *South African Art Now*, New York: Harper Collins, illustrated on page 219.
Gerrit Olivier (ed) (2014) *Penny Siopis: Time and Again*, Johannesburg: Wits Press, illustrated on page 161.



624

William Kentridge

SOUTH AFRICAN 1955-

Struggle for a Good Heart

signed, numbered 16/18 in pencil
in the margin and inscribed with
the title in the plate
lithograph and collage
166 by 125 cm

R600 000 – 800 000



625

Bambo Sibiya

SOUTH AFRICAN 1986–

Writers of Their Own History

signed and dated 2017
charcoal and acrylic on canvas
90 by 195,5 by 3 cm

R50 000 – 70 000

EXHIBITED

Red Room Gallery, Woodstock,
Bambo Sibiya: Tales of Migration,
26 January to 5 March 2017.

'Bambo Sibiya is part of a generation of Joburg based artists that includes Nelson Makamo and Phillemon Hlungwani – producing brooding charcoal drawings disrupted by flashes of colour. It's an aesthetic associated with William Kentridge, but each of these artists inhabits it in their own way and for their own reasons ...

In Sibiya's work, colour and pattern infiltrate charcoal drawings through his rendering of the suits his subjects wear. They shimmer, glow and pop with touches of metallic acrylic

paint and lace patterns, drawing attention to the central role an immaculate suit plays in the Swenka tradition.

Zulu migrant workers on Joburg mines participated in Swenka – derived from the English word 'swank' – to show off their sense of style and defy the social and economic status that was determined by their race under apartheid ... [Sibiya] establishes them as subjects from a bygone era through the medium of charcoal, evoking black-and-white photography, and through the presence of outmoded objects. An old typewriter is on the lap of a man in the piece entitled *Writers of their own History* ... [The] typewriter faces outwards and not inwards towards the subject so that he can't use it. This creates the impression that the history of the Swenkas was never told by them.¹

1. Mary Corrigan (2017) *Business Day*, 20 February, 'Swank dress code just a plaster over a gaping societal wound', <https://www.pressreader.com/south-africa/business-day/20170220/281878708136668>



626

Bambo Sibiya

SOUTH AFRICAN 1986–

Laughing Girl

signed and dated 2017
charcoal and watercolour on
unstretched canvas
107 by 156 cm

R40 000 – 60 000



627

Phillemon Hlungwani

SOUTH AFRICAN 1975–

Ndlela hi komba hi lava va nga rhanga va yi famba, I

signed and dated 2015
charcoal, pastel and collage on
paper

137 by 223 cm

R180 000 – 240 000

The title of this work is a Xitsonga proverb meaning those who have walked a path before are the best ones to show the way.

EXHIBITED

Circa, Johannesburg, *Phillemon Hlungwani: From Giyani to Alexandra – The Journey Continues*, 3 March to 16 April 2016.

LITERATURE

Everard Read (2016)
Johannesburg, *Phillemon Hlungwani: From Giyani to Alexandra – The Journey Continues*, Johannesburg: Everard Read, exhibition catalogue, illustrated in colour on page 6.



628

Simphiwe Ndzube

SOUTH AFRICAN 1990–

Waiting for Mlungu (III)

signed, date 2017 and inscribed with the title on the reverse
oil and mixed media on linen
200 by 238,5 by 3,5 cm

R400 000 – 600 000

EXHIBITED

WHATIFTHEWORLD, Cape Town,
Everyday Anomaly, 9 September
to 21 October 2017.

Gary Brewer in conversation with Simphiwe Ndzube in his studio in Los Angeles: 'As we spoke, I mentioned Beckett's 'Waiting for Godot', saying that the space the figures inhabited with the cast-off refuse of the pedestrian world, and the strange barren light, felt like a stage set for Beckett. Simphiwe smiled and said, 'The title of this series is 'Waiting for Mlungu', or 'Mlungu', a reference to the god of creation and bureaucracy, one who is remote and detached from man and living beings, in the beliefs of the Yao people of Mozambique and the Bantu people of Sub Saharan Africa. The word Mlungu was later altered to refer to white people as the dominant ruling class, and now it is used on the street among black south Africans to mean that you are doing well financially, that you are making some money.'

1. Gary Brewer (2017) *Art and Cake: A Contemporary Art Magazine with a Focus on the Los Angeles Art Scene*, 'Studio Visit: Simphiwe Ndzube, A Journey Through the Theater of the Absurd', 11 August, <https://artandcakela.com/2017/08/11/studio-visit-simphiwe-ndzube-a-journey-through-the-theater-of-the-absurd/>



The present lot (left) in the artist's studio, Los Angeles, 2017.
Photograph by Gary Brewer.



629

William Kentridge

SOUTH AFRICAN 1955–

Nose II

signed with the artist's initials
and numbered 4/20
bronze with a brown patina
height: 33 cm

R600 000 – 800 000

LITERATURE

Bill Gregory (2008) *William Kentridge: Telegrams from the Nose*, Sydney, Australia: Annandale Galleries, another cast from the edition illustrated in colour on page 27.
Karel Nel and Owen Martin (2019) *William Kentridge: Why Should I Hesitate?, Sculpture*, Cape Town: Norval Foundation, other casts in the edition illustrated on page 154.

TWO VIEWS OF LOT 629

630

Esther Mahlangu

SOUTH AFRICAN 1935-

Abstract

signed and dated 2018
acrylic on canvas
75 by 95 cm

R60 000 – 80 000

PROVENANCE

Acquired from the artist
by the current owner.

631

Esther Mahlangu

SOUTH AFRICAN 1935-

Abstract

signed, dated 2007 and
numbered 7/22
screenprint
image size: 40,5 by 52,5 cm

R15 000 – 20 000

632

Esther Mahlangu

SOUTH AFRICAN 1935-

Ndebele Design

signed and dated 2018
acrylic on canvas
70 by 90 cm

R40 000 – 60 000

PROVENANCE

Private Collection,
Johannesburg.



630



631



632



633

Norman Catherine

SOUTH AFRICAN 1949–

Head Talk

signed; numbered 03/052

on the underside

oil on wood

height: 42,5 cm

R25 000 – 35 000



634

Norman Catherine

SOUTH AFRICAN 1949–

Blue Man

signed; numbered 02/70

on the underside

oil on wood

height: 36 cm

R25 000 – 35 000



635

Norman Catherine

SOUTH AFRICAN 1949–

Identity Crisis

signed; numbered 03/021

on the underside

oil on wood

height: 37 cm

R25 000 – 35 000

636

Karel Nel

SOUTH AFRICAN 1955–

***The Place of the Manao Tupapau,
Gauguin's Grave, Hiva Oa***

signed, dated 95/96 and inscribed
'The Spirit of the Dead Watches,
Atuona', Art First, London, label
bearing details of the artwork
on the reverse
pastel and pigment on bonded
fibre fabric

165 by 214 cm

R400 000 – 600 000

EXHIBITED

Art First, London, *View on the Inner
House*, 1996.

LITERATURE

Art First, London, *View on the Inner
House*, 1996, exhibition catalogue,
illustrated in colour on page 17.



The artist Paul Gauguin's grave at Atuona, Hiva Oa, French Polynesia. Photograph by Karel Nel

The present lot, *Manao Tupapau*, has as its central focus a linear pictogram of Paul Gauguin's grave constructed from volcanic blocks and a softly rounded footstone, inscribed with his name and 1903, the date of his death. An oceanic blueness seems to wash up to the base of the grave, a metaphor for an expansive consciousness beyond form. The greens in the upper half seem to suggest the lush, protective foliage of the verdant hillside context. A tracery of effulgent gold emerges from a translucent vermilion *mana* or ancestral presence.

The title of Nel's work refers directly to a famous painting Gauguin completed in 1897 on Tahiti, his penultimate stop in the Pacific before he moved on to the even more isolated Marquesas Islands, where he spent the last years of his life in Atuona, on Hiva Oa. His resting place, high above the village, looks out over vast expanses of ocean and is shaded by a frangipani tree that daily scatters its blossoms onto the stones below.

Gauguin's decision to leave the Parisian epicentre of art in search of a simpler, more meaningful life was in

part a disillusionment with the harsh impact that the industrial revolution had had on society, culture, the environment and the economy. Once in the Pacific, Gauguin's interest in the beliefs, values and art of other cultures was kindled, directly affecting the nature and the subject matter of his work.

Nel visited the Marquesas during his extensive travels, which led to a series of drawings including the present lot, shown as part of *View on the Inner House*, an exhibition at Art First in London in 1996.



637

Ndikhumbule Ngqinambi

SOUTH AFRICAN 1977-

Slamming the Wack

signed and dated 2018
on the reverse
oil on canvas
150 by 200 by 4,5 cm

R60 000 – 80 000

Referring to the imagery of figures running on a vinyl record, depicted in the current lot, the artist comments, 'The ability to keep the pace with the speed of the record can be regarded as staying afloat, for if you were to lose concentration you would fall. It is about understanding or knowing or mastering your craft, not only in art and music, but in other fields as well. Keeping the rhythm will motivate your pace, so you don't fall. This body of work has been motivated by the need to stay on top with whatever I do.'¹

1. Ndikhumbule Ngqinambi, <https://www.facebook.com/Galerie23Amsterdam/posts/ndikhumbule-ngqinambi-cape-town-1977-about-his-exhibition-staying-afloatstayi-ng-/2589308637746864/>



638

Ndikhumbule Ngqinambi

SOUTH AFRICAN 1977-

True Colours

signed and dated 2013 on the reverse
oil on canvas
70 by 110 cm

R40 000 – 60 000

EXHIBITED

Barnard Gallery, Cape Town, *Ndikhumbule Ngqinambi: True Colours*, 22 May to 10 July 2014.

The present lot is the title work from Ndikhumbule Ngqinambi's solo exhibition, *True Colours*, at the Barnard Gallery in 2014.

'As the idiom suggests, the definition of true colours is to reveal the reality beneath the mantle of appearance. In this show, Ngqinambi deals with divergent discourses around truth, memory and history, as conveyed through the flag, one of history's most semantically loaded emblems.'¹

1. Hazel Friedman (2014) Artthrob, *True Colours: Ndikhumbule Ngqinambi at Barnard Gallery*, http://artthrob.co.za/Listings/Ndikhumbule_Ngqinambi_at_Barnard_Gallery_in_May_2014.aspx



639

Marco Cianfanelli

SOUTH AFRICAN 1970–

Untitled (H3B.K3)

inscribed with the artist's name and the title and dated 2000 on the reverse
manipulated computer photograph, branded springbok hide and painted glass
97 by 123 cm

R30 000 – 50 000

EXHIBITED

University of Johannesburg Art Gallery, Johannesburg, *Marco Cianfanelli: Data: Process*, July 2012.

LITERATURE

Lucia Burger (ed) (2005) *Art @ Work: A Decade and More of the Sasol Art Collection*, Johannesburg: Sasol, a similar work from the series illustrated in colour on page 62.



640

Vivienne Koorland

SOUTH AFRICAN 1957–

Gold Africa II

signed and dated 2010; signed, inscribed with the artist's name, date, title and medium on a label adhered to the reverse
oil and pigment on stitched burlap
68,5 by 61 by 6,5 cm

R60 000 – 80 000

'Vivienne Koorland's trademark canvas of stitched burlap is the vehicle for the iconic *Gold Africa*. This emblematic painting invokes at once the politics of geography, history and memory; geopolitics, globalism and recall, enunciating violence and the politics of shame.'

1. *Vivienne Koorland, Gold Africa*, www.viviennekoorland.com/current.php



641

Kim Berman

SOUTH AFRICAN 1960–

Alex under Siege 5 and 6, from the State of Emergency series

1988

signed

drypoint etching and monoprint on two sheets of paper in original hand-made frame

126 by 157 cm

R30 000 – 50 000

'This work is from a series of eight panels made at the height of the second State of Emergency, decrying difficult living conditions in Alexandra township, whilst the artist was working for the ANC-aligned organisation Fund for a Free South Africa. The artist saw it as her role to bear witness to atrocities committed by the apartheid state. Berman was involved in smuggling banned images from the Afrapix photographic collective in South Africa to the anti-apartheid movement in exile, which inspired her own art-making. The images in *Alex under Siege* were inspired by documentary photographs taken in the 1980s by Peter Magubane, Alf Khumalo, Omar Badsha, Gideon Mendel and Paul Weinberg, some of whom belonged to the Afrapix photographic collective. Imprints of the full series are in the Constitutional Court Art Collection.¹

1. Constitutional Court Art Collection (n.d.) 'Kim Berman: Alex under Siege 1-8, 1986'; <https://ccac.concourttrust.org.za/works/kim-berman-alex-under-siege-1-8-1986>



642

Themba Khumalo

SOUTH AFRICAN 1987–

Bending Backwards

signed, dated 15 and inscribed with the title in charcoal in the margin
charcoal and pastel on paper
137 by 174 cm

R30 000 – 40 000

PROVENANCE

Private Collection, Johannesburg.

643

Diane Victor

SOUTH AFRICAN 1964–

Homeless Man Begging

signed and dated 2013
charcoal and ash on paper
178 by 97 cm

R100 000 – 150 000

PROVENANCE

Acquired from the artist by
the current owner.
Private Collection,
Johannesburg.

EXHIBITED

University of Pretoria School
of Arts, *Staff Exhibition*, 2013.

644

Pauline Gutter

SOUTH AFRICAN 1980–

Pirouette

signed and dated 2011
watercolour and oil on paper
144 by 97 cm

R20 000 – 30 000

EXHIBITED

Everard Read, Johannesburg,
Pauline Gutter: Shift, 2011.
FNB Joburg Art Fair,
September 2011.

645

Pauline Gutter

SOUTH AFRICAN 1980–

The Listener

signed and dated 2011;
inscribed with the title on
the reverse
watercolour, oil and ink on
paper
144 by 97 cm

R20 000 – 30 000

EXHIBITED

Everard Read, Johannesburg,
Pauline Gutter: Shift, 2011.
FNB Joburg Art Fair,
September 2011.



643



644



645

646

Kate Gottgens

SOUTH AFRICA 1965–

Backyard Boys

signed in pencil in the margin
monotype

sheet size: 42 by 56 cm

R15 000 – 20 000



646



647

647

Diane Victor

SOUTH AFRICAN 1964–

Dirk Coetzee

2005

signed and inscribed with the title
charcoal on paper

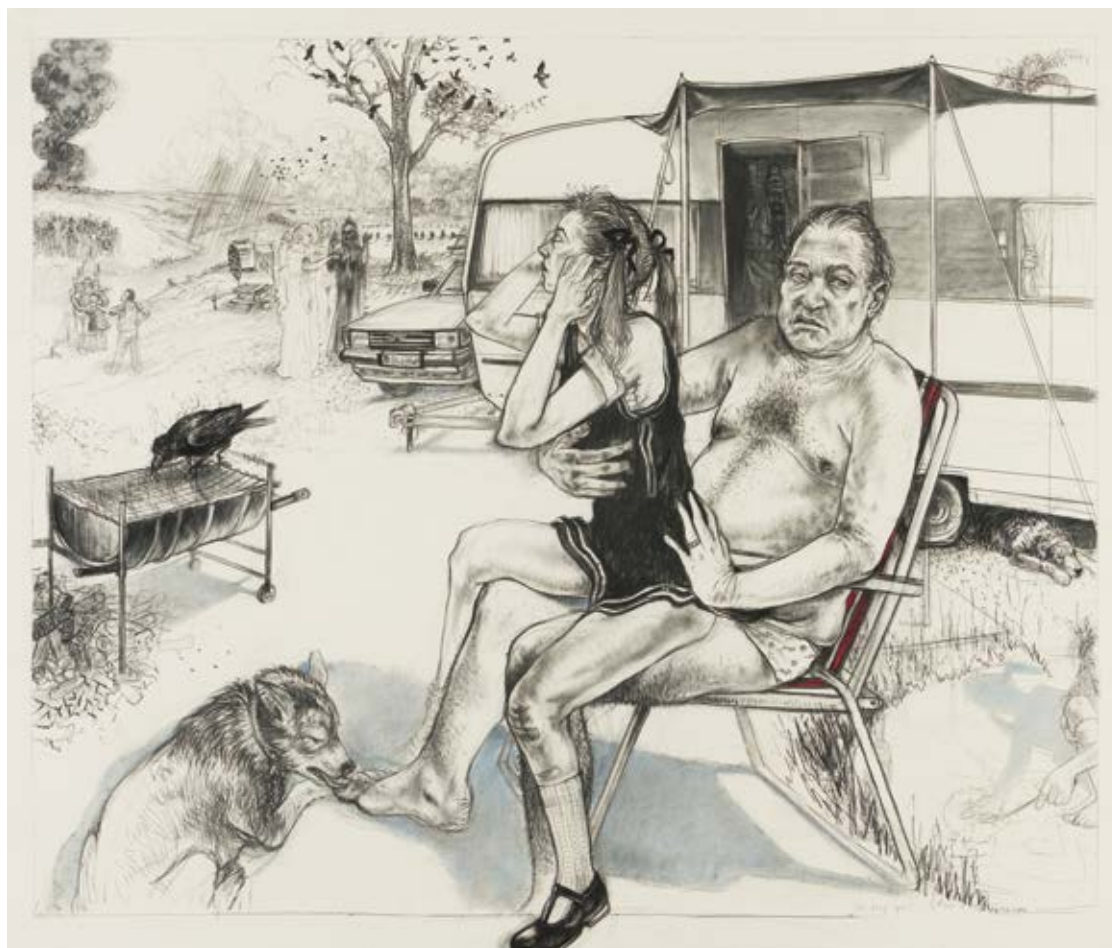
sheet size: 96 by 74 cm

R30 000 – 50 000

PROVENANCE

Russell Kaplan Auctioneers,
Johannesburg, 9 December 2017,
lot 20.

Private Collection.



648

648

Diane Victor

SOUTH AFRICAN 1964–

Oh My God

signed, dated 2014 and inscribed
with the title in the margin
charcoal and pastel on paper

125 by 147 cm

R120 000 – 150 000

PROVENANCE

Acquired from the exhibition *Performing
Wo/Man*, 2014, by the current owner.

Private Collection, Johannesburg.

EXHIBITED

University of Johannesburg Art Gallery,
Johannesburg, *Performing Wo/Man*,
6 August to 10 September 2014.

649

William Kentridge

SOUTH AFRICAN 1955–

Untitled (Man, Woman and Warthog)

1985

signed

charcoal on paper

99 by 70 cm

R900 000 – 1 200 000

'I certainly think drawing is the closest way we have of making visible the way we are in the world, both the way we think and the way we move through the world, which is provisional, changing, constructed out of incoherent fragments into a seemingly coherent subjectivity. And I think that drawing, and the process of making a drawing is as good a method as any for that activity.'

What seem to be three loose, fragmented motifs (a warthog, the face of a woman, and the back of a nude man, likely to be a self-portrait of the artist) in a drawing by William Kentridge, are in fact three quite significant images in his oeuvre. The drawing was made in the mid-1980s when Kentridge was exploring visual metaphors for a country under siege. The situation reminded him of the crumbling interwar Germany of the 1920s and early 1930s and the art produced by such second-generation German Expressionists as Georg Grosz and Max Beckmann. Kentridge set his sights on the complacent middle classes in South Africa, producing such ironic works as the triptych, *The Conservationist's Ball (Culling, Game Watching, Taming)* (1985), which has trinkets of Africa embellishing the picture plane, including a miniature rhinoceros dancing on a table, a civet pelt draped around a shoulder, and a warthog floating over diners in a café.

The image of a warthog appears again in a work, titled *Family Portrait* (1985), a work referring to three generations of Kentridges: his grandmother in the far background, his parents in the middle ground, and the artist and his wife, Anne, in the foreground. This time the shirt of the artist is printed with small green rhinos.

The motif of the back of a nude man, first appearing in a work titled *Flood at the Opera* (1986), recurs often in Kentridge's subsequent works, such as in the drawings for the video piece, *Johannesburg, Second Greatest City after Paris* (1989) which has a memorable frame of the same nude, this time possibly an alter ego, the artist Felix Teitlebaum, foil to the capitalist, Soho Eckstein, staring at a drive-in screen bearing the words 'Captive of the City'. And again later, in a series of prints collectively referred to as *Man with a Megaphone* (1999). The three arbitrary images in the present lot take on the function of a repository of meaning with personally relevant references.

1. William Kentridge, quoted in Leora Maltz-Leca (2018) *William Kentridge: Process as Metaphor and Other Doubtful Enterprises*, Oakland: University of California Press, page 195.



650

Johannes Phokela

SOUTH AFRICAN 1966–

St Sebastian

oil on canvas
177 by 100,5 cm

R50 000 – 70 000

PROVENANCE

Acquired from the artist
by the current owner.

South African artist Johannes Phokela lived in London for 17 years, first studying towards a Bachelor's degree in Fine Art at the University of the Arts and then towards a Master's degree at the Royal College of Art. During this period, the National Gallery on Trafalgar Square became a haven for the young artist. He was particularly struck by the Old Masters and he reproduced their work but always with a postmodern twist. In the permanent collection of the National Gallery, Phokela saw a variety of depictions of St Sebastian, the Christian martyr killed for his religious beliefs on the orders of Roman emperor Diocletian, including those by Bernardino Zaganelli, Carlo Crivelli, Matteo di Giovanni and Lucas Cranach. It was, however, Peter Paul Rubens' Sebastian that impressed him the most. Phokela made a life-sized replication, executed in fairly swift but deft brush strokes. He gives the saint's martyrdom a contemporary twist by replacing the arrows that pierce the saint's body in traditional representations with a modern AK-47 assault rifle. A wound from the weapon is visible on the saint's abdomen, with the thread of a medical wound plug trailing out, and a few bloody discarded wound plugs are strewn around the saint's feet. What Phokela perhaps suggests, is that contemporary warfare can be explained in terms of the past: the martyrs of modern global warfare have their precursors in St Sebastian.



651

Simon Stone

SOUTH AFRICAN 1952–

Untitled I

signed
oil on canvas laid down
on board
99 by 77 cm

R70 000 – 90 000



651



652

652

Simon Stone

SOUTH AFRICAN 1952–

Untitled II

signed
oil on board
99 by 77 cm

R70 000 – 90 000



653

653

Simon Stone

SOUTH AFRICAN 1952–

Astronomers' Day

signed
oil on canvas
106 by 170 cm

R120 000 – 160 000

PROVENANCE
Private Collection,
Johannesburg.

654

Phillemon Hlungwani

SOUTH AFRICAN 1975-

Mbuti ya xihaha a yi tswaleli entlhambhini

signed and dated 2014; inscribed with the title on a Knysna Fine Art Gallery label adhered to the reverse charcoal and pastel on paper 137 by 197 cm

R180 000 – 240 000

The title of this work is a Xitsonga proverb (literally, a secretive goat does not give birth in a crowd) meaning matters that require diplomacy should not be discussed in public.

654



655

Diane Victor

SOUTH AFRICAN 1964-

Trawler

signed and dated 2015 charcoal, ash and pencil on paper 146 by 96 cm

R80 000 – 120 000

PROVENANCE

Artec Exhibition, Port Elizabeth, 2015. Private Collection.

656

Walter Oltmann

SOUTH AFRICAN 1960-

Bristle Disguise I

signed and dated 2014 pen, ink and pencil on paper 65 by 49 cm

R18 000 – 24 000

655



656





657

**Diane Victor and
Ruhan Janse van Vuuren**

SOUTH AFRICAN 20TH/21ST CENTURY

*The Scapegoat Series: The
Existence of his Daughter*

signed by both artists and inscribed
'a collaboration between R van
Vuuren and DV', dated 2015 and
numbered 1/1 'unique'
bronze with a light grey patina and
mixed media including etching ink,
smoke and lacquer on a steel base
height: 62 cm

R150 000 – 200 000

PROVENANCE

Acquired from the artists by the
current owner.
Private Collection, Johannesburg.



658

Norman Catherine

SOUTH AFRICAN 1949–

Red Suit

signed and dated 2012

oil on canvas

100 by 120 cm

R180 000 – 240 000



659

Norman Catherine

SOUTH AFRICAN 1949–

Shady Dealer

2011

signed

oil on canvas

100 by 120 cm

R250 000 – 350 000

PROVENANCE

Acquired from the artist by Louis Schachat.

Die Kunsamer, 2012.

Private Collection.

Art history is stocked with portraits of art dealers, refined likenesses that recall the close relationship between artist and dealer. The genre however also includes singular works that are less than complimentary. Some speak archetypally, while others aim to prick particular figures. The present lot is an update of an earlier painting entitled *Shady French Art Dealer* (2006). The male figure at the centre of both Catherine's works inhabits a yellow suit and holds a snake in his left hand. This far larger painting is more emphatic in its messaging, the dealer's right hand gesturing to the snout that grows from his neck. He is here also portrayed smoking and immersed in a room of nocturnal blue. The night is a time of traumas and psychic release in a Catherine painting. The work is consistent with the artist's evolutionary method. Catherine's canvas works tend to explore ideas cyclically rather than announce wholly new proposals. Fragments from earlier paintings are often harnessed – either wholly or in part – to create new pieces.



660

Kay Hassan

SOUTH AFRICAN 1956-

*Untitled (Figure with
Outstretched Arm)*

collage on paper
70 by 130 cm

R90 000 – 120 000



661

Sam Nhlengethwa

SOUTH AFRICAN 1955-

*The Thupelo
Workshop I*

signed, dated 89 and
inscribed with the title on
the reverse
oil and collage on canvas
137 by 223 cm

R200 000 – 300 000



662

Liza Grobler

SOUTH AFRICAN 1974–

Day Dream

signed, inscribed with the title, 'Qubeka Studio', and signed by each bead artist on the reverse
mixed media on board
196,5 by 99,5 by 6 cm

R40 000 – 60 000



663

Misheck Masamvu

ZIMBABWE 1989–

Life of the Hair

dated 2016 and inscribed with the artist's name and the title on a Goodman Gallery label adhered to the reverse
oil on canvas
73 by 65 by 3 cm

R120 000 – 160 000

664

Penny Siopis

SOUTH AFRICAN 1953–

Untitled

signed

pastel on paper

126 by 88 cm

R500 000 – 700 000

Between the years 1985 and 1995 Penny Siopis produced a body of work often referred to as her History Paintings. Noted for their development of style where 'the genre of still life and history painting melted together in an allegory of excess', the works of this period parallel Siopis' move from teaching at Durban Technikon to the University of the Witwatersrand in Johannesburg. There, Siopis found 'another world' which she describes as 'much more challenging professionally – and politically', ultimately propelling her pictorial compositions in a direction that 'delved into illusionism and complex spatial dynamics'.¹

The present lot, executed in pastel, illustrates Siopis' abiding interest in seventeenth century Dutch vanitas painting, whilst revealing her subversion of the historical genre seen from a contemporary perspective. Contrary to her Cake Paintings, characterised by their spatial economy, where the richly applied impasto gives form to her luscious confectionaries positioned on otherwise

minimal surfaces, here, materiality finds a new home in the objects that fill Siopis' pictorial frame.

Recounting her stay of seven months at the Cité Internationale des Arts, where this lot was started, Siopis recounts that 'in Paris, I did large pastel drawings that referenced my trips to the Louvre, the food markets, the opera.'² Elements of this intricate composition can be found in a later painting, *Act I Scene II*, which features the same gesturing hand that appears from the right of the composition. Similarly, the figure of Atlas reoccurs, seen here as a confectionary holder filled with an assortment of candies and porcupine quills.

Other sculptures from Greek mythology also make an appearance, notably *Daphne and Apollo* seen balancing on the edge of the table in the upper foreground, and *Psyche Revived by Cupid's Kiss* whose interlocking forms occupy the middle ground to the right-hand side of the picture, beneath shimmering drapery. The delicately rendered spring onions feature in an earlier

work, *Feast* (1985), whilst the Zoo biscuits just beneath are also to be found in Siopis' monumental work, *Melancholia* (1985).

The drama of this composition takes place however outside the areas of fanciful colour and sensuous visual allure. Instead, the figure that stares towards the window, rendered by streaming light, beyond the drapery, creates a moment of dramatic tension. By conjuring this internal recognition, of a world within a world, Siopis draws our attention away from the sweets and the fruits, to another more wistful dimension which Gerrit Olivier describes as 'a tension between materiality and reference' that 'interferes with the distinction between 'form' and 'content' that underpins habitual ways of looking'.³

1. Gerrit Olivier (ed) (2016) *Penny Siopis: Time and Again*, Johannesburg: Wits Press, page 59.

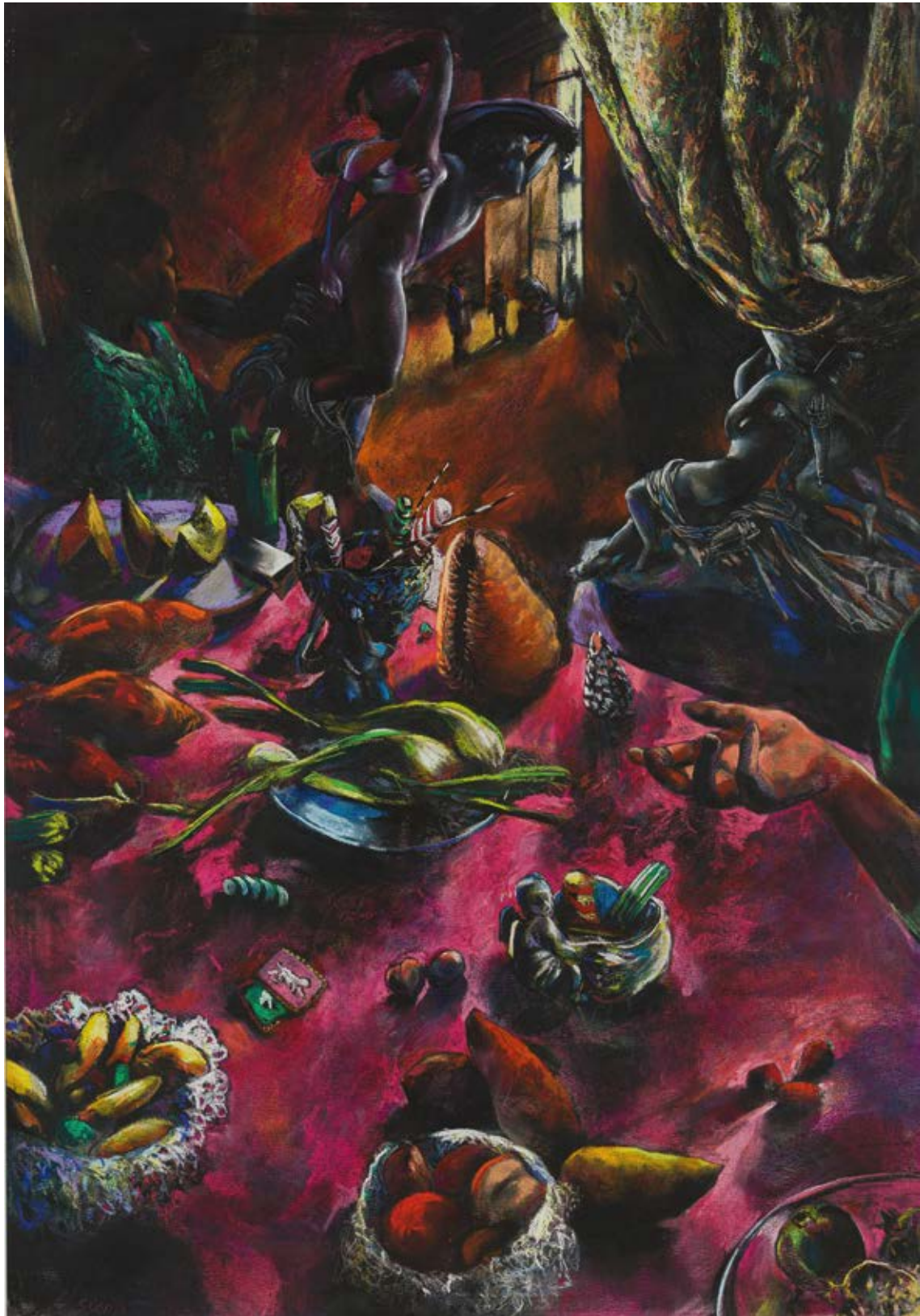
2. *Ibid*, page 62.

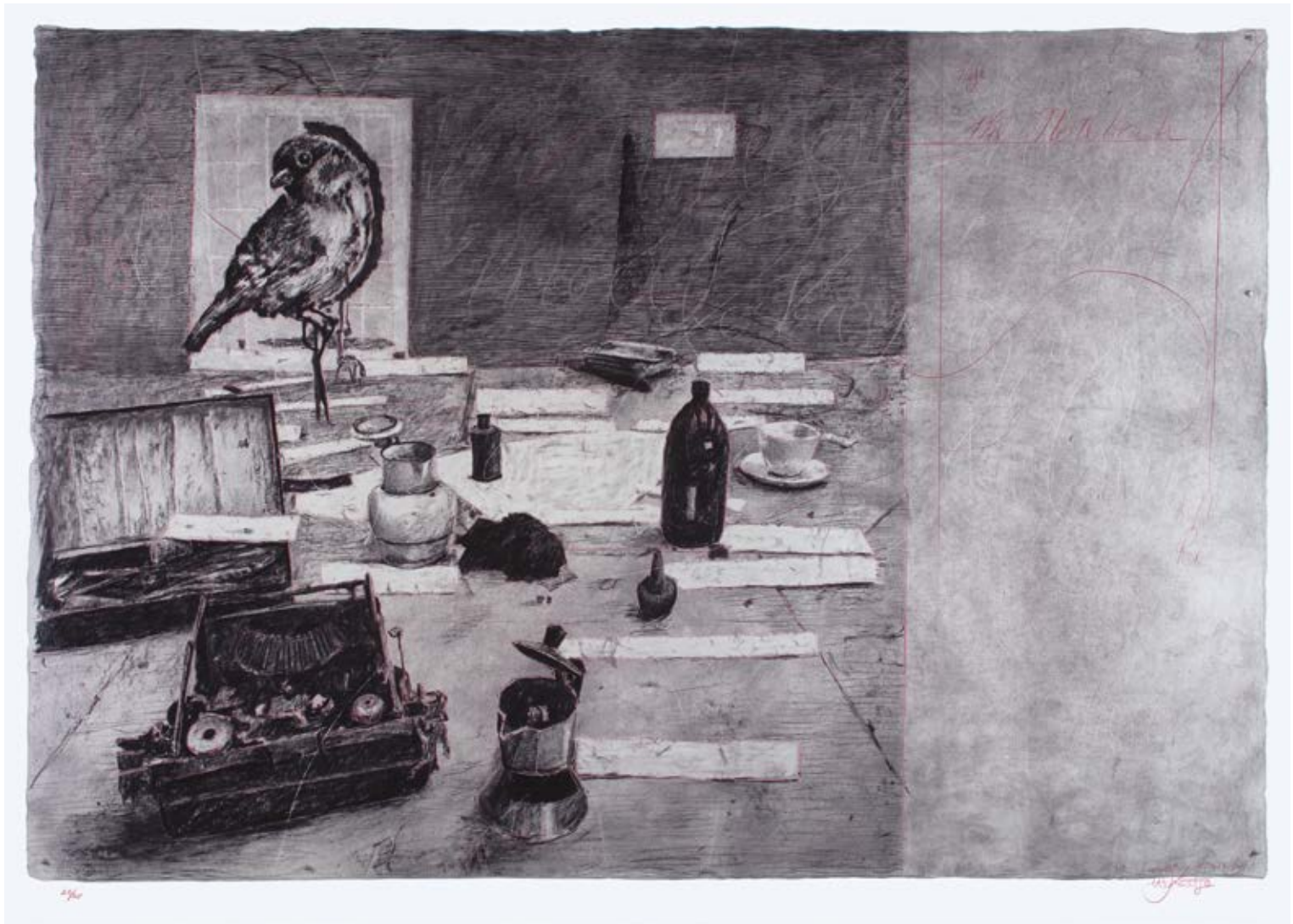
3. *Ibid*, page 2.9



LEFT Penny Siopis, *Act I Scene II*, 1986–1987, Private Collection

RIGHT Penny Siopis, *Melancholia*, 1986, Johannesburg Art Gallery





665

William Kentridge

SOUTH AFRICAN 1955-

Table with Sparrow (Left-hand)

signed and numbered 25/25 in red conté in the margin, further signed, dated 2019 and inscribed 'Left' in the print
digital print on Hahnemühle etching paper

image size: 102 by 146 cm

R300 000 – 400 000

EXHIBITED

Norval Foundation, Cape Town, *William Kentridge: Why Should I Hesitate?, Sculpture*, 24 August 2019 to 27 July 2020.

LITERATURE

Karel Nel and Owen Martin (2019) *William Kentridge: Why Should I Hesitate?, Sculpture*, Cape Town: Norval Foundation, illustrated on pages 196 and 197.



Table with Sparrow, exhibition view, *William Kentridge: Why Should I Hesitate?, Sculpture*, Norval Foundation, Cape Town, 2020.



666

William Kentridge

SOUTH AFRICAN 1955–

Table with Sparrow (Right-hand)

signed and numbered 25/25 in red conté in the margin and additionally signed, dated 2019 and inscribed 'Right' in the print
digital print on Hahnemühle etching paper

image size: 102 by 146 cm

R300 000 – 400 000

EXHIBITED

Norval Foundation, Cape Town, *William Kentridge: Why Should I Hesitate?, Sculpture*, 24 August 2019 to 27 July 2020.

LITERATURE

Karel Nel and Owen Martin (2019) *William Kentridge: Why Should I Hesitate?, Sculpture*, Cape Town: Norval Foundation, illustrated on pages 196 and 197.

An interest in optics and the construct of seeing informs Kentridge's experiments with stereoscopic vision, of which *Table with Sparrow* forms a part. In order to achieve the illusion of stereoscopic vision, a drawing or construction is photographed twice, with the focal points about 7,5 centimetres apart – roughly the distance between the pupils of a person's eyes. The use of a stereopticon – an optical viewer that creates the illusion of three-dimensionality when viewing two nearly identical images side by side – transforms these two images into a three-dimensional experience in the viewer's perception, as they are translated into the complex neural patterns of the brain.

Table with Sparrow translates the set of small photographic images inserted

into a stereopticon, as seen in Kentridge's earlier *Double Vision* (2007), into two large-scale drawings forming a diptych, and it was subsequently made into an editioned work by the artist.

A sense of contention and play is brought into the artist's practice through the questioning of perception that *Table with Sparrow* proposes. It also harks back to early experiments in binocular perception that found their way into the repertoire of popular entertainment in the nineteenth and early twentieth centuries.

The drawing *Table with Sparrow* (2019) was included in Norval Foundation's *Why Should I Hesitate?, Sculpture*, the first retrospective exhibition of William Kentridge's sculptural practice.



667

Mikhael Subotzky

SOUTH AFRICAN 1981–

Mr Roussouw, Beaufort West

2006

inscribed with the artist's name, the title, the date and numbered 5/9 on a Museum of Modern Art, New York, label adhered to the reverse

Lightjet C-print on Fuji Crystal archive paper
image size: 82 by 98 cm

R130 000 – 160 000

EXHIBITED

Museum of Modern Art, New York, *New Photography: Josephine Meckseper and Mikhael Subotzky*, 9 October 2008 to 1 May 2009.



668

Kudzanai Chiurai

ZIMBABWEAN 1981–

Revelations V

2011

signed and numbered 9/10

photographic print

109,5 by 159 cm

R160 000 – 190 000



669

Mohau Modisakeng

SOUTH AFRICAN 1986–

Inzilo I

2013

Inkjet print on Epson Hot Press Natural,
diasec

112,5 by 150,5 cm

R80 000 – 120 000

EXHIBITED

South Africa Pavilion, 56th Venice Biennale,
Venice, Italy, May to November 2015, the film
Inzilo was shown.

LITERATURE

Gerhard Mulder (ed) (2017) *Mohau
Modisakeng, WHATIFTHEWORLD*: Cape Town,
illustrated in colour on pages 76 and 77.

'Inzilo is an isiZulu word meaning 'mourning' or 'fasting'. As in many of his films and images, Modisakeng's body occupies centre stage in this work. He enacts a mourning ritual by sitting, standing, and rotating slightly, all the while throwing a burnt, ashy substance into the air. Extreme close-ups of his body begin to suggest the shedding of a skin, as though the ash is falling from his limbs as the ritual proceeds. He performs an elaborate rite of passage in which the initiate seems to draw the material for his transition from within his own body. In the absolute purity and focus of the moment, Modisakeng is turned inwards but gesturing outward, undergoing a mysterious transformation that is at once a private ceremony and a public declaration.¹

1. *South African Pavilion*, 'Mohau Modisakeng', <http://sapavilion.partsandlabour.co.za/mohau-modisakeng-15/>

670

Mohau Modisakeng

SOUTH AFRICAN 1986–

Endabeni 8

2015

Inkjet print on Epson Hot
Press Natural, diasec
198,5 by 150 cm

R180 000 – 240 000

LITERATURE

Gerhard Mulder (ed) (2017) *Mohau Modisakeng, WHATIFTHEWORLD*: Cape Town, illustrated in colour on page 126.

'Mohau Modisakeng uses self-portrait, in the forms of photography, video and performance, to propose his own reflections on the imagery that surrounding the black body, particularly the South-African one. A body that is inevitably connected to the ideas of violence and linked to the crimes of apartheid and racial segregation that was in effect until the Nineties. His physicality is almost sculptural in works such as *Endabeni*, a photographic series that was realised in the suburb of Ndabeni, near Cape Town, a location that at the beginning of the Twentieth century was in actual fact the first official settlement for segregation. Modisakeng never depicts violence directly in his works but, through a system of references, symbols and metaphors, he is able to represent the fear and anxiety that are originated from the social and political tensions, still alive in the country.'¹

1. *Generazione Critica*, 'Endabeni – Mohau Modisakeng', <http://www.generazionecritica.it/en/mohau-modisakeng/>



671

Abrie Fourie

SOUTH AFRICAN 1969–

*Catania to Napoli Ferry,
Tyrrhenian Sea, Italy*

2013

C-Type hand print

image size: 60 by 60 cm

R25 000 – 35 000

Edition of 10 + 2 AP



672

Gerhard Marx

SOUTH AFRICAN 1976–

*Depths in Feet
(Double Interior)*

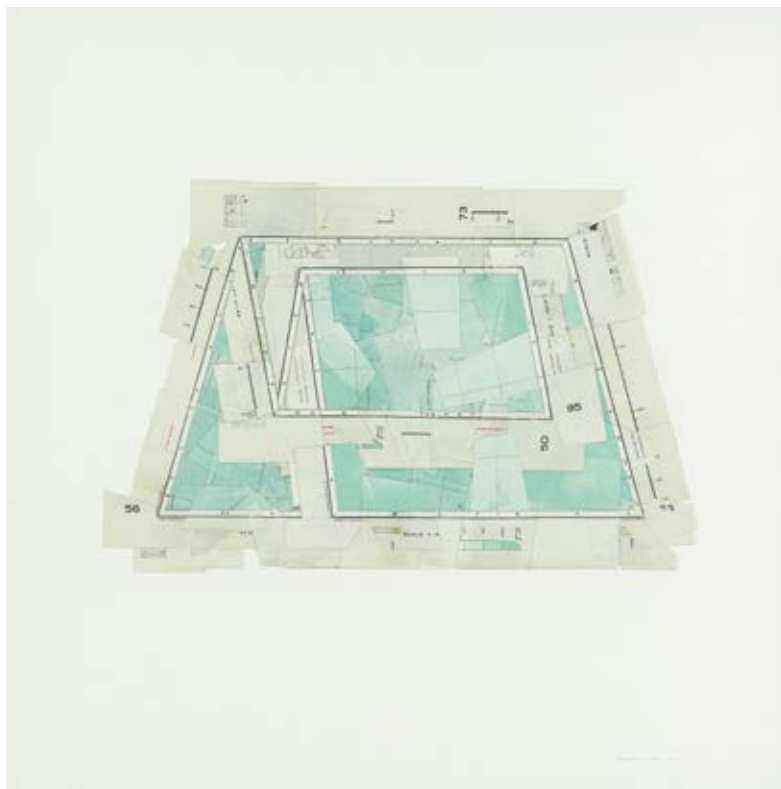
signed and dated 2016

cut and reconstituted map

fragments

54 by 54 cm

R60 000 – 80 000





673

Sam Nhlengethwa

SOUTH AFRICAN 1955–

Nina Simone with Richard Davis

signed and dated '10; signed, dated
and inscribed with the title on the
reverse

oil and collage on canvas
111 by 130 by 10 cm

R100 000 – 150 000



674

**Lionel Smit and
Laurie Wiid van Heerden**

SOUTH AFRICAN 1982- AND 1987-

Collaboration Bench

electro galvanised and bent 5mm mild steel, with a high quality automotive paint finish, assembled with polished stainless steel fittings
height: 46 cm

R250 000 – 350 000



TWO VIEWS OF LOT 675

675

Lionel Smit

SOUTH AFRICAN 1982-

Delineation

signed, dated 2014 and numbered 3/12
resin, hand finished with automotive paint
height: 64 cm

R100 000 – 150 000

676

Deborah Bell

SOUTH AFRICAN 1957–

Conjunction

2009

stamped with the artist's name

and numbered 8/9

bronze with a black patina

height: 128 cm

R350 000 – 450 000

PROVENANCE

Everard Read, Johannesburg.

Private Collection, Johannesburg.

EXHIBITED

John Martin Gallery, London, *A Far Country: Sculpture and Painting 2008–12*, 15 June to 14 July 2012.

LITERATURE

John Martin Gallery (2012) *A Far Country: Sculpture and Painting 2008–12*, exhibition catalogue, London: John Martin Gallery, another cast from the edition illustrated on page 18.

Catherine Milner (2012) 'Bell's Celestial Belles', *Country Life* (UK), 20 June, pages 132 and 133, exhibition review.

The lot includes a painted wood plinth, height: 60 cm.

A copy of *A Far Country: Sculpture and Painting 2008–12*, exhibition catalogue, John Martin Gallery, London, and *Country Life* (UK), 20 June, 2020, accompany the lot.





677

Beezy Bailey

SOUTH AFRICAN 1962–

In the Purple Forest

signed and dated '07; inscribed with the title on the stretcher, and with the artist's name, title and medium on an Everard Read, Cape Town, label adhered to the reverse
mixed media on canvas
170,5 by 250,5 by 3 cm

R250 000 – 350 000

PROVENANCE

Strauss & Co, Cape Town,
10 October 2016, lot 635.
Private Collection.

'I tend not to plan what I paint ahead of my creations and, at times, I write poems that illustrate the images after I have painted them. *In the Purple Forest* is a typical 'Beezy' painting. It has components which often feature in my works, a surreal figurative subject set in an open landscape. The landscape here is based on the Namibian desert; I use my own photographs as reference. The pyramid was an image I used a lot in my earlier work. The main subject of the crazy woman in an extended unreal pose is inspired by the Egyptian goddess, Nut, who has fascinated me for many years. Her extraordinary shape, almost childlike, illustrates her all-encompassing command of the heavens, yet appears here as a modern woman, complete with handbag, as if out shopping.'

Beezy Bailey, September 2016

TO PLACE A BID CLICK ON THE RED LOT NUMBER

678

Simphiwe Ndzube

SOUTH AFRICAN 1990–

Untitled (Tree)

signed, dated 2016 and inscribed
with the title on the reverse
mixed media on canvas
150 by 100 cm

R100 000 – 150 000

EXHIBITED

EBONY/CURATED, Cape Town,
Colour Chart, 5 January to
24 February 2017.

LITERATURE

Ellen Agnew (2017) 'Colour Chart',
Art Africa, March, Issue 07, illustrated
on page 245.





679

Georgina Gratrix

SOUTH AFRICAN 1982–

Teenage Dream 'Miley'

signed, dated 2010 and inscribed
with the title on the reverse

oil on canvas

75 by 60 cm

R80 000 – 100 000

PROVENANCE

WHATIFTHEWORLD, Cape Town.

Deon Viljoen Fine Art.

Private Collection.



680

Georgina Gratrix

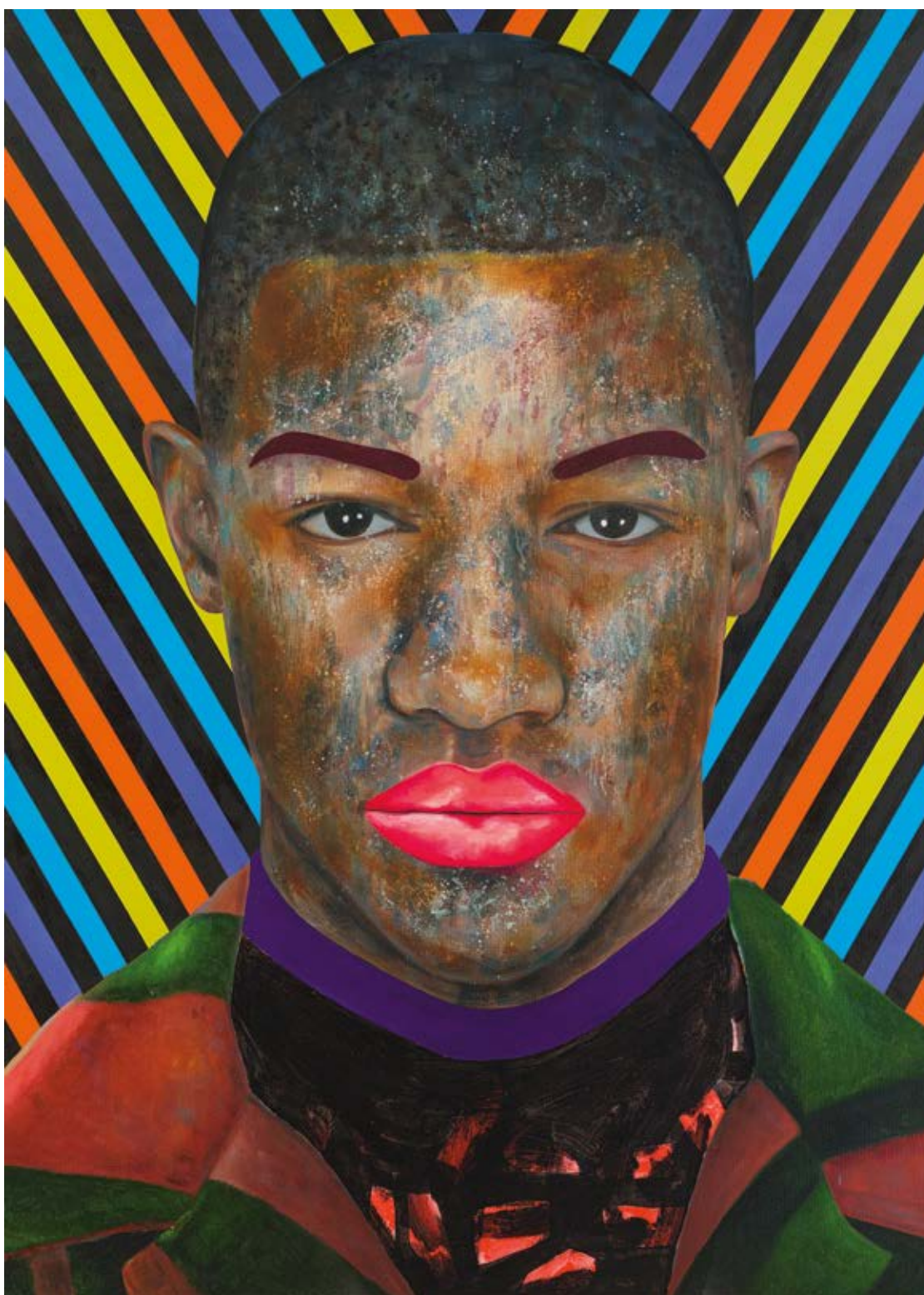
SOUTH AFRICAN 1982–

Mr Hugo Boss Man

oil on canvas

91,5 by 76 cm

R100 000 – 150 000



681

Mustafa Maluka

SOUTH AFRICAN 1976–

Right You Are (If You Think You Are)

signed, inscribed with the artist's name and dated 2013–2019 on the reverse
acrylic and oil on canvas
184 by 133,5 cm

R250 000 – 350 000

PROVENANCE

Acquired from the artist by the current owner.
Private Collection, Johannesburg.

LOTS 682 TO 690
NO LOTS

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2. CONDITIONS MAINLY CONCERNING BUYERS

2.1. The buyer

- 2.1.1. Any dispute of whatever nature about any bid or about the identity of the buyer (including without limitation any dispute about the validity of any bid, or whether a bid has been made, or any dispute between two or more bidders or between the auctioneer and one or more bidders) shall be determined at the auctioneer's absolute discretion.
- 2.1.2. Every bidder shall be deemed to act as principal unless, prior to the commencement of any auction, Strauss & Co is provided with a written acknowledgement from a third party in respect of whom a particular bidder is acting as agent, which acknowledgement must (i) identify the third party principal; (ii) be accompanied by all relevant information and documentation referred to in clauses 2.1.3 and 2.1.4 in respect of that third party principal as if that third party principal were to register as a bidder; (iii) confirm that that particular bidder is acting on behalf of that third party principal; (iv) be signed by that third party principal; and (v) otherwise be in form and substance acceptable to Strauss & Co.
- 2.1.3. All bidders wishing to make bids or offers in respect of any lot must complete a bidder registration form prior to that lot being offered for sale, which registration form will include an acknowledgement by the bidder that he is acquainted with and bound by these general conditions of business. 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.
- 2.1.4. The following information must accompany the bidder registration form:
 - (i) for individuals: photo identification (driver's licence, national identity card, or passport) and, if not shown on the ID document, proof of current address (for example, a current utility bill or bank statement);
 - (ii) for corporate clients: certificate of incorporation, memorandum of incorporation or equivalent document(s) showing the name and registered address together with documentary proof of directors and beneficial owners; and
 - (iii) for trusts, partnerships, offshore companies and other business structures: please contact us in advance to discuss our requirements.Prospective bidders who have not previously registered with Strauss & Co are required to register at least twenty four hours before the auction commences, and pay a R5000 holding deposit.
- 2.1.5. Strauss & Co will endeavour to execute absentee written bids and/or telephone bids during any auction (including during the live broadcast of an online auction), provided they are, in Strauss & Co's absolute discretion, received in sufficient time and in legible form. When bids are placed by telephone before an auction they are accepted at the sender's risk and must, if so requested by Strauss & Co, be confirmed in writing to Strauss & Co before commencement of the auction. Persons wishing to bid by telephone during the course of an auction

must make proper arrangements with Strauss & Co in connection with such telephonic bids at least twenty four hours before the commencement of the auction. As telephone bids cannot be entirely free from risk of communication breakdown, Strauss & Co will not be responsible for losses arising from missed bids. Telephone bidding may be recorded and all bidders consent to such recording.

- 2.1.6. If Strauss & Co agrees, as a convenience to a client, to execute a bid as a buyer, Strauss & Co will not be responsible for failing to execute the bid, or executing such bid strictly in accordance with the client's instructions (including but not limited to computer-related errors). In doing so, Strauss & Co will endeavour to purchase the relevant lot for the lowest possible price, taking into account the reserve and other bids. If identical bids are left, Strauss & Co will give precedence to the first bid received.

2.2. Examination of lots

- 2.2.1. It is the responsibility of all prospective buyers to examine and satisfy themselves as to the condition of each lot prior to the auction, and that the lot matches any oral or written description provided by the seller and/or Strauss & Co. All illustrations of a lot in any catalogue are intended merely as guidance for bidders and do not provide definitive information as to colours, patterns, condition or damage to any lot (including any picture frame). Strauss & Co does not guarantee the working order of electrical fittings, clocks and watches and cannot be held responsible for any losses, which may be incurred. Strauss & Co cannot be held liable for any synthetic stones.
- 2.2.2. Strauss & Co shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Strauss & Co, its employees or agents, are engaged in intentional misleading or deceptive conduct.
- 2.2.3. In bidding for any lot, all bidders confirm that they have not been induced to make any bid or offer by any representation of the seller or Strauss & Co.

2.3. Exclusions and limitations of liability to buyers

- 2.3.1. If a lot sold to a buyer proves to be a forgery (which will only be the case if an expert appointed by Strauss & Co for such purpose confirms same in writing), the buyer may (as his sole remedy hereunder or at law) return the lot to Strauss & Co within three hundred and sixty five days of the date of the sale of that lot in the same condition in which it was at the date of sale, together with a written statement by the buyer detailing the defects to the lot, the date of the sale and the number of the lot. Should Strauss & Co be satisfied in its absolute discretion that the lot is a forgery and that the buyer is capable of transferring good and marketable title to the lot to a third party purchaser thereof, free from any encumbrances and other third party claims, the sale of that lot shall be set aside and the hammer price of that lot shall be refunded to the buyer, provided that the buyer shall have no rights against Strauss & Co (whether under these general conditions of business, at law or otherwise) if:
 - 2.3.1.1. the only method of establishing that the lot was a forgery was by means of a scientific process not generally accepted for use until after publication of the catalogue in which that lot was identified for purposes of the auction at which it was sold, or by means of a process which was impracticable and/or unreasonably expensive and/or could have caused damage to the lot;
 - 2.3.1.2. the description of the lot in the catalogue in which

that lot was identified for purposes of the auction at which it was sold was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion;

- 2.3.1.3. a buyer's claim (whether in contract, delict or otherwise) shall always be limited to an amount equal to the hammer price of the lot; and
- 2.3.1.4. the benefits of this condition shall not be transferable by the buyer of any lot to a third party and shall always rest exclusively with the buyer.
- 2.3.2. Neither Strauss & Co nor the seller;
- 2.3.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a catalogue or otherwise) provided to bidders, or for any acts omissions in connection with the conduct of any auction or for any matter relating to the sale of any lot, including when caused by the negligence of the seller, Strauss & Co, their respective employees and/or agents;
- 2.3.2.2. gives any guarantee or warranty to bidders other than those expressly set out in these general conditions of business (if any) and any implied conditions, guarantees and warranties are excluded.
- 2.3.3. Without prejudice to any other provision of these general conditions of business, any claim against Strauss & Co and/or the seller of a lot by a bidder shall be limited to the hammer price of the relevant lot. Neither Strauss & Co nor the seller shall be liable for any indirect or consequential losses.
- 2.3.4. A purchased lot shall be at the buyer's risk in all respects from the fall of the auctioneer's gavel, whether or not payment has been made, and neither Strauss & Co nor the seller shall thereafter be liable for, and the buyer indemnifies Strauss & Co against, any loss or damage of any kind, including when caused by the negligence of Strauss & Co and/or its employees or agents.
- 2.3.5. All buyers are advised to arrange for their own insurance cover for purchased lots effective from the day after the date of sale for purposes of protecting their interests as Strauss & Co cannot warrant that the seller has insured its interests in the lot or that Strauss & Co's insurance cover will extend to all risks.
- 2.3.6. Strauss & Co does not accept any responsibility for lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control, and shall not be liable for damage to glass or picture frames. Strauss & Co shall not be obliged to provide picture frames for any lot. If, a lot is sold with a picture frame such picture frame shall be provided to the Seller on an 'as is' basis. Strauss & Co does not accept any responsibility for the condition of any picture frames and cannot be held responsible for any losses, which may be incurred.

2.4. Import, export and copyright restrictions

- 2.4.1. Save as expressly set out in clause 2.3, Strauss & Co and the seller make no representation or warranties as to whether any lot is subject to export, import or copyright restrictions. It is the buyer's sole responsibility to obtain all approvals, licences, consents, permits and clearances and to pay any duties or taxes that may be or become required by law for the sale and delivery of any lot to the buyer. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or delay in payment. In this regard, and without limiting the generality of the foregoing: Property made of or incorporating (irrespective of percentage) materials from endangered and other protected species of wildlife are marked with the symbol * in the lot description. All are identified in the lot description with language indicating (as such). Prospective purchasers are advised that several countries prohibit altogether the importation of property containing certain materials, and that other countries require a permit (e.g. a CITES permit) from the relevant regulatory agencies in the countries of exportation as well as importation.
- 2.4.2. Certain works of art, collector's pieces and antiques may be regarded as prohibited and/or restricted in South Africa and would require specific permits and approvals. It is the buyer's sole responsibility to obtain any relevant export or import permit or licence. Strauss & Co cannot ensure that a permit or

licence will be obtained and are not responsible for any costs incurred in either securing or denial of any permits or licences required for export or import. The inability of a buyer to export or import any such works of art, collector's pieces and antiques is not a basis for cancellation or rescission of the sale.

- 2.4.3. Other countries regulate the movement of antiquities and cultural items, which in some cases are subject to a right of pre-emption or compulsory purchase by the country from which they are to be exported. It is the responsibility of the seller to ensure that the item is properly and lawfully exported from the country in which it is located. Buyers should always check whether an export permit or licence is required before exporting. It is the buyer's sole responsibility to obtain any relevant export or import permit or licence. Strauss & Co cannot ensure that a permit or licence will be obtained and are not responsible for any costs incurred in either securing or denial of any permit or licence required for export or import. If you participate in the auction or commerce portions of the website, and, as a result, purchase property that you plan to ship to another country, you agree that you are responsible for familiarising yourself with and complying with any and all applicable rules and regulations. The inability of a buyer to export or import property containing endangered and other protected wildlife material is not a basis for cancellation or rescission of the sale. Lots containing potentially regulated wildlife material are marked as a convenience to our clients but Strauss & Co does not accept liability for errors or for failing to mark lots containing protected or regulated species;
- 2.4.4. Strauss & Co makes no representation or warranty and accepts no liability whatsoever to the seller, the buyer, or any third party in respect of the availability or issuance of valid import and export permits or the existence or exercise of pre-emption or other rights to purchase by governmental or regulatory authorities anywhere.

2.5. Conduct of the auction

- 2.5.1. The auctioneer has the absolute discretion to withdraw or reoffer lots for sale, to accept and refuse bids and/or to reopen the bidding on any lots should he 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 in his absolute discretion deems necessary or appropriate. The auctioneer shall commence and advance the bidding or offers for any lot in such increments as he considers appropriate.
- 2.5.2. The auctioneer may place consecutive bids on any lot on the seller's behalf up to the reserve.
- 2.5.3. The contract between the buyer and the seller of any lot shall be deemed to be concluded on the striking of the auctioneer's gavel at the hammer price finally accepted by the auctioneer (which also usually includes the auctioneer noting the paddle number of the buyer) and after determination of any dispute that may exist. Where a lot remains unsold (usually where the auctioneer's gavel is struck with a hammer price and without noting a paddle number) there is no such contract that is concluded. Strauss & Co is not a party to the contract of sale and shall not be liable for any breach of that contract by either the seller or the buyer.
- 2.5.4. The auctioneer has the absolute discretion to accept or refuse bids from bidders that differ from the increments he was adhering to.

2.6. No cancellation or returns

No statutory "cooling off" period shall apply in respect of the sale of any lot. A buyer shall accordingly not be entitled to rescind any sale or request a refund of any payment pertaining thereto after his bid has been finally accepted by the auctioneer, save in the circumstances expressly provided for in these general conditions of business.

2.7. Payment and collection

- 2.7.1. A buyer's premium, calculated at the applicable current rate of the hammer price, shall be payable

by the buyer to Strauss & Co in respect of the sale of each lot. (For live auctions (including the live broadcast of online auctions), this buyer's premium (excluding VAT) is 12% for lots selling over R20000, and 15% for lots selling at or below R20000.) The buyer acknowledges that Strauss & Co, when acting as agent for the seller of any lot, may also receive a seller's commission and/or other fees for or in respect of that lot.

- 2.7.2. The buyer shall pay Strauss & Co the purchase price immediately after a lot is sold and shall provide Strauss & Co with details of his name and address and, if so requested, proof of identity and any other information that Strauss & Co may require.
- 2.7.3. Unless otherwise agreed in advance, the buyer shall make full payment of all amounts due by the buyer to Strauss & Co (including the purchase price of each lot bought by that buyer) on the date of sale (or on such other date as Strauss & Co and the buyer may agree upon in writing) by direct deposit or electronic funds transfer into the bank account of Strauss & Co for same day value, free from the cost of transfer of funds and without any deduction, set-off or withholding, or such other payment method as Strauss & Co may be willing to accept. Strauss & Co does not accept any cheques or cash and does not accept any credit cards other than Mastercard, Visa and Diners Club. All credit card purchases are to be settled in full on the date of sale.
- 2.7.4. Ownership in a lot shall not pass to the buyer thereof until Strauss & Co has received settlement of the purchase price of that lot in full and in clear funds. Strauss & Co shall not be obliged to release a lot to the buyer prior to receipt in full payment thereof. However, should Strauss & Co agree to release a lot to the buyer prior to payment of the purchase price in full, ownership of such lot shall not pass to the buyer, nor shall the buyer's obligations to pay the purchase price be impacted, until such receipt by Strauss & Co of the full purchase price in cleared funds.
- 2.7.5. 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.
- 2.7.6. Any payments made by a buyer to Strauss & Co may be applied by Strauss & Co towards any sums owing by the buyer to Strauss & Co 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, subject to the provisions of clause 5, at his own expense ensure that the lot purchased is removed immediately after the auction but not until payment of the total amount due to Strauss & Co. All risk of loss or damage to the purchased lot shall be borne by the buyer from the moment when the buyer's bid is accepted by Strauss & Co in the manner referred to above. Neither Strauss & Co nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from the date of the sale of the lot, whilst the lot is in their possession or control.
- 2.7.7. All packaging and handling of lots is at the buyer's risk and expense, will have to be attended to by the buyer, and Strauss & Co shall not be liable for any acts or omissions of any packers or shippers.
- 2.7.8. If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Strauss & Co has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Strauss & Co, who will in turn refund the purchase price to the buyer.
- 2.7.9. If applicable, Strauss & Co will issue a valid tax invoice and apply the applicable rate of VAT, irrespective of whether or not Strauss & Co acts as agent on behalf of the seller or as principal, in line with the requirements of the Value Added Tax Act, 1991 (the "VAT Act").

2.8. Remedies for non-payment or failure to collect

Without prejudice to any rights that the seller may have and subject to clause 5, if any lot is not paid for in full or removed in accordance with the conditions of clause 2.7, or if there is any other breach of these general conditions of business by the buyer, Strauss & Co as agent of the seller shall, at its absolute discretion and without limiting any other rights or

remedies that may be available to it or the seller hereunder or at law, be entitled to exercise one or more of the following remedies:

- 2.8.1. to remove, store (with a storage facility chosen at the sole discretion of Strauss & Co and at the cost and expense of the buyer) and insure the lot at its premises or elsewhere and at the buyer's sole risk and expense;
- 2.8.2. to rescind the sale of that or any other lots sold to the buyer at the same or any other auction;
- 2.8.3. to set off any amounts owed to the buyer by Strauss & Co against any amounts owed to Strauss & Co by the buyer for the lot;
- 2.8.4. to reject future bids and offers on any lot from the buyer;
- 2.8.5. to proceed against the buyer for damages;
- 2.8.6. to resell the lot or cause it to be resold by public auction or private treaty, with estimates and reserves at Strauss & Co's sole discretion, in which event the buyer shall be liable for any shortfall between the original purchase price and the amount received on the resale of the lot, including all expenses incurred by Strauss & Co and the seller in such resale;
- 2.8.7. to exercise a lien over any of the buyer's property in Strauss & Co's possession, applying their sale proceeds to any amounts owed by the buyer to Strauss & Co;
- 2.8.8. to retain that or any other lots sold to the buyer at the same time or at any other auction and to release such lots only after payment of the total amount due;
- 2.8.9. to disclose the buyer's details to the seller to enable the seller to commence legal proceedings;
- 2.8.10. to commence legal proceedings;
- 2.8.11. to charge interest at a rate not exceeding the prime rate plus 3% per month on the total amount due to the extent that it remains unpaid after the date of the auction; and/or
- 2.8.12. if the lot is paid for in full but remains uncollected after twenty eight days of the auction, following fourteen days written notice to the buyer, to resell the lot by auction or private treaty, with estimates and reserves at Strauss & Co's sole discretion, or to store the lot, as contemplated in clause 1.1.1, pending resale. The sale proceeds of such lot if so resold, less all recoverable expenses, will be forfeited unless collected by the buyer within three months of the original auction.

3. CONDITIONS MAINLY CONCERNING SELLERS

3.1. Strauss & Co's powers

- 3.1.1. The seller irrevocably instructs Strauss & Co to offer for sale at an auction all objects submitted for sale by the seller and received and accepted by Strauss & Co 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 clause 2.1.3), all on the basis set out in these general conditions of business. The seller further irrevocably permits Strauss & Co to bid for any lot of which any of those objects form part as agent for one or more intending buyers.
- 3.1.2. Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction for the possible sale of such objects by Strauss & Co by way of private treaty or otherwise pursuant to clause 2.1.3.
- 3.1.3. If any object submitted for sale by the seller and received and accepted by Strauss & Co in accordance with clause 2.1.1 was unsold on auction, and if Strauss & Co receives a bid or offer from a buyer, then Strauss & Co may proceed to sell same (taking into account the deduction of the applicable seller's commission and recoverable expenses for which the seller is liable), whether by private treaty at Strauss & Co's premises or on the commerce portions of the website or otherwise, after contacting the seller and obtaining confirmation from the seller to do so. Where an object is made available for sale by private treaty, Strauss & Co will sell the object on behalf of the seller to the buyer at the purchase price determined and agreed to by the seller. The provisions of clauses 2.4, 2.6 and 2.7 of these general conditions of business will apply with the necessary

changes to all sales by private treaty and if wine is sold by private treaty then the provisions of clause 5 of these general conditions of business will also be of application to all sales of wine by private treaty.

- 3.1.4. Strauss & Co and the auctioneer each has the right, at his absolute discretion, 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, 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 may deem fit and whether or not to seek the opinion of experts.
- 3.1.5. Strauss & Co shall not be under any obligation to disclose the name of the buyer to the seller, save for the circumstances contemplated elsewhere in these general conditions of business.

3.2. Estimated selling range and descriptions

- 3.2.1. Any estimated selling range provided by Strauss & Co to the seller is a mere statement of opinion and should not be relied upon as a true reflection of the hammer price which a lot may achieve at a sale. Strauss & Co reserves the right to revise the estimated selling range at any time.
- 3.2.2. The seller acknowledges that Strauss & Co is entitled to rely on the accuracy of the description of a lot as provided by or on behalf of the seller.
- 3.2.3. Strauss & Co shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Strauss & Co, its employees or agents, engaged in intentional misleading or deceptive conduct.
- 3.2.4. Where a seller insists on estimate or reserve that is higher than those provided by Strauss & Co specialists and not in line, in the opinion of Strauss & Co (in its absolute discretion), with market-related values, Strauss & Co reserves the right to charge a "bought-in" or "unsold fee" of 2.5% on the mid-estimate, in addition to the recovery of all expenses (including, but not limited to, photography, insurance and catalogue costs) incurred by Strauss & Co in respect of such lot.

3.3. Warranties of the seller

- 3.3.1. The seller warrants to Strauss & Co and to the buyer that:
- 3.3.1.1. he is the true owner of all objects submitted for sale and/or is properly authorised by the true owner to do so, and that he is able to transfer good and marketable title to all such objects, free from any encumbrances and other third party claims, to the buyer of the lot of which those objects form part;
- 3.3.1.2. he has complied with all requirements, legal or otherwise, in relation to the sale and any export or import of the lot, if applicable, and has notified Strauss & Co in writing of any failure by third parties to comply with such requirements in the past;
- 3.3.1.3. the lot and any written provenance given by the seller are authentic;
- 3.3.1.4. the lot is fit for its purpose and safe if used for the purpose for which it was designed and is free from any defect not obvious on external inspection; and
- 3.3.1.5. to the extent that the seller required any approval, licence, consent, permit or clearance by law to be in possession of any lot or for the sale of any lot, he is in possession of a valid approval, licence, consent, permit and clearance.
- 3.3.2. Notwithstanding any other provision of these general conditions of business, none of the seller, Strauss & Co, its servants or agents is responsible for errors of description or for the authenticity of any lot, and no warranty whatever is given by Strauss & Co, its servants or agents, or any seller to any buyer in respect of any lot (save insofar as the seller is concerned as set out in clause 2.1.1), and all express or implied conditions or warranties are hereby excluded.
- 3.3.3. The seller of any object forming part of a lot not held by Strauss & Co at the auction premises warrants and undertakes to Strauss & Co and the buyer that the relevant object will be available and in a deliverable state on demand to the buyer.
- 3.3.4. The seller agrees to indemnify and keep indemnified Strauss & Co and the buyer against any loss or damage suffered by either in consequence of any breach of any warranty in these general conditions

of business.

- 3.3.5. The seller agrees that Strauss & Co may, at its absolute discretion refuse to sell any object submitted for sale, irrespective of any previous acceptance to sell. The seller further accepts that Strauss & Co is under no obligation to provide reasons in relation to the refusal thereof.

3.4. Commission and expenses

- 3.4.1. Seller's commission, calculated at the applicable current rate of the hammer price, shall be payable by the seller to Strauss & Co in respect of the sale of each lot comprising one or more objects submitted by the seller for sale. The seller acknowledges that Strauss & Co may also receive a buyer's premium and other fees for or in respect of that lot. Without derogating from the seller's obligation to pay the seller's commission and any recoverable expenses for which the seller is liable, the seller irrevocably authorises Strauss & Co to deduct from the hammer price of any lot the seller's commission and all such recoverable expenses for which the seller is liable.
- 3.4.2. Strauss & Co may deduct and retain the seller's commission and the recoverable expenses for which the seller is liable from the amount paid by the buyer for the lot as soon as the purchase price, or part of it, is received and prior to the sale proceeds being paid to the seller.

3.5. Reserve

- 3.5.1. All lots will be sold without reserve or minimum price unless a reserve has been placed on a lot, in which event such lot will be offered for sale subject to the reserve. A reserve shall only be placed on a lot if agreed in writing between the seller and Strauss & Co prior to the auction. A reserve, once placed on a lot, may not be changed by the seller without the prior written consent of Strauss & Co. Should Strauss & Co consent to an increase of the reserve on a lot, Strauss & Co reserves the right to charge the seller an additional offer fee as the object may not be sold on auction as a result of the increased reserve.
- 3.5.2. Where a reserve has been placed on a lot, only the auctioneer may bid on behalf of the seller.
- 3.5.3. Where a reserve has been placed on a lot and the auctioneer is of the opinion that the seller or any person acting as agent of the seller may have bid on the lot, the auctioneer may knock down the lot to the seller without observing the reserve and the seller shall pay to Strauss & Co the buyer's premium and all expenses for which the buyer is liable in addition to the seller's commission and all expenses for which the seller is liable.
- 3.5.4. Where a reserve has been placed on a lot, Strauss & Co may, at its option, still sell a lot at a hammer price below the reserve, provided that the sale proceeds to which the seller is entitled will be the same as they would have had the sale been at the reserve. Without limiting the generality of the foregoing, where Strauss & Co does sell a lot below reserve, Strauss & Co reserves the right to adjust its seller's commission charge/rate accordingly to ensure that the seller is paid the correct proceeds it would have had the sale been at the reserve.
- 3.5.5. Should no reserve have been placed on a lot, Strauss & Co shall not be liable if the purchase price of the lot is less than the estimated selling range.

3.6. Insurance

- 3.6.1. Unless Strauss & Co and the seller have otherwise agreed in writing, Strauss & Co will insure all objects, with the exception of motor vehicles, consigned to it or put under its control for sale and may, at its discretion, insure property placed under its control for any other purpose for as long as such objects or property remain at Strauss & Co's premises or in any other storage depot chosen by them.
- 3.6.2. The sum for which Strauss & Co so insures any object shall not be construed as a warranty or representation by Strauss & Co as to the value thereof.
- 3.6.3. If any payment is made to Strauss & Co under the said insurance, in the event of loss or damage to any object, Strauss & Co shall pay such amount to the seller after deduction of the seller's commission and expenses incurred by them.
- 3.6.4. In the event the seller instructs Strauss & Co to not

insure a lot or property submitted for sale, it shall at all times remain at the risk of the seller. In such an event, the seller undertakes to:

- 3.6.4.1. indemnify Strauss & Co against all claims made or proceedings brought against them in respect of damage or loss to the lot of whatsoever nature and howsoever arising and in all circumstances, even when negligence is alleged or proved;
- 3.6.4.2. reimburse Strauss & Co on demand for all costs, payments or expenses made or incurred in connection herewith. All payment made by Strauss & Co in connection with such loss, damage, payments, costs or expenses shall be binding on the seller as conclusive evidence thereof that Strauss & Co was liable to make such payment; and
- 3.6.4.3. notify any insurer of the existence of the indemnity contained herein.

3.7. Payments for the proceeds of sale

- 3.7.1. Strauss & Co shall only be liable to remit the sale proceeds of a lot to the seller thereof on the later of thirty days after the date of the sale of that lot or seven days after the date on which the full purchase price for that lot has been received by Strauss & Co in cleared funds.
- 3.7.2. If the buyer of a lot fails to pay the total amount due to Strauss & Co within forty eight days after the date of sale of that lot, Strauss & Co shall give notice of this to the seller of that lot and shall request the seller's written instructions as to the appropriate course of action to be followed. Should Strauss & Co deem it so appropriate, Strauss & Co will assist the seller to recover the total amount due from the buyer. Should no written instructions be forthcoming from the seller within seven days after request, the seller hereby authorises Strauss & Co, at Strauss & Co's absolute discretion but at the seller's expense:
- 3.7.2.1. to agree terms for payment of the total outstanding amount;
- 3.7.2.2. to remove, store and insure the lot sold;
- 3.7.2.3. to settle any claim by or against the buyer on such terms as Strauss & Co in their absolute discretion deem fit;
- 3.7.2.4. to take such steps as Strauss & Co in their absolute discretion consider necessary to collect monies due to the seller from the buyer; and
- 3.7.2.5. if necessary, to rescind the sale and refund any monies to the buyer.
- 3.7.3. Should Strauss & Co pay an amount equal to the sale proceeds to the seller before having received full payment of the purchase price from the buyer, ownership of the lot shall pass to Strauss & Co.
- 3.7.4. If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Strauss & Co has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Strauss & Co, who will in turn refund the purchase price to the buyer and make the lot available to the seller for collection. Any annulment, rescission, cancellation or nullification of the sale shall not affect the seller's obligation to pay the commission to Strauss & Co and/or to reimburse any expenses incurred by Strauss & Co.

3.8. Withdrawal fees

- 3.8.1. A seller may only withdraw a lot from being offered for sale by written notification to Strauss & Co, which is received by Strauss & Co at least twenty four hours prior to the commencement of the auction at which the lot is to be offered for sale.
- 3.8.2. Upon receipt of proper notification of withdrawal as envisaged in clause 2.8.1, Strauss & Co reserves the right to charge the full seller's commission and buyer's premium to the seller as a withdrawal fee, both calculated on the latest middle estimate of the selling price of the property withdrawn, together with VAT and all expenses incurred in relation to the property. The withdrawal fee (together with VAT and all such expenses) must be received into Strauss & Co's designated bank account in full in cleared funds before the lot will be withdrawn.
- 3.8.3. If a lot is withdrawn, the seller shall arrange for the collection and removal of the lot at the seller's expense within three days after date of the withdrawal, provided the seller has paid the recoverable expenses and applicable withdrawal fee to Strauss & Co.

3.9. Photography and illustration

Strauss & Co shall have the full and absolute right to illustrate, photograph or otherwise reproduce images of any lot submitted by the seller for sale, whether or not in conjunction with the sale, and to use such photographs and illustrations at any time and in their sole and absolute discretion. The copyright of all photographs taken and illustrations made of any lot by Strauss & Co shall be the sole and absolute property of Strauss & Co and Strauss & Co undertakes to abide by all copyright applicable to any and all lots submitted for sale.

3.10. Unsold lots

- 3.10.1. Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction and may proceed to sell any such unsold lot during this period, be it by way of private treaty or otherwise subject to the provisions of clause 2.1.
- 3.10.2. Where any lot remains unsold, Strauss & Co shall notify the seller accordingly and the seller shall collect the lot at the seller's expense within seven days after despatch by Strauss & Co of a notice to the effect that the lot has not been sold.
- 3.10.3. In these circumstances, the seller must make arrangements either to re-offer the lot for sale or to collect and pay all recoverable expenses and other amounts for which the seller is liable.
- 3.10.4. Should the seller fail to collect the lot within seven days of notification, the seller shall in addition be responsible for all removal, storage and insurance expenses.
- 3.10.5. Should the seller fail to collect the lot within six months of date of the notification referred to above, Strauss & Co shall be authorised to sell the lot by private treaty or public auction, on such terms and conditions as they think fit, without reserve and to deduct from the hammer price all sums owing to Strauss & Co, including (without limitation) storage, removal, insurance expenses, the expenses of both auctions, reduced commission in respect of the auction as well as commission on the sale and all other reasonable expenses, prior to remitting the balance to the seller or, in the event he cannot be located, placing it into a bank account in the name of Strauss & Co for and on behalf of the seller.
- 3.10.6. Strauss & Co reserves the right to charge commission in accordance with the current rates on the bought in price and expenses in respect of any unsold lots.

4. GENERAL PROVISIONS

- 4.1. Strauss & Co uses information supplied by bidders or sellers, or otherwise lawfully obtained, for the provision of auction related services, client's administration, the bidders' record, marketing and otherwise as required by law.
- 4.2. The bidder and seller agree to the processing of their personal information and to the disclosure of such information to third parties worldwide for the purposes outlined in clause 3.1. Strauss & Co will process all bidder and seller personal information in terms of its privacy policy and will not use such personal information for any purpose other than as stated in its privacy policy nor shall it provide such personal information to any third party without the bidder's or seller's prior consent.
- 4.3. Any representation or statement by Strauss & Co in any catalogue as to authorship, genuineness, origin, date, provenance, age, condition or estimated selling price is a statement of opinion. Every person interested should rely on his own judgement as to such matters and neither Strauss & Co nor its agents or servants are responsible for the correctness of such opinions, subject to clause 2.3.1.
- 4.4. Strauss & Co will have the right, at its sole and absolute discretion, to refuse entry to its premises or attendance at its auction by any person.
- 4.5. These general conditions of business, every auction and all matters concerned therewith will be governed by and construed in accordance with the laws of South Africa and the buyer submits to the non-exclusive jurisdiction of the South African courts.
- 4.6. If any of these conditions of business are held to be

unenforceable, the remaining parts shall remain in force and effect.

- 4.7. The non-exercise of or delay in exercising any right or power of a party does not operate as a waiver of that right or power, nor does any single exercise of a right or power preclude any other or further exercise of it or the exercise of any other right or power. A right or power may only be waived in writing, signed by the party to be bound by the waiver.
- 4.8. These general conditions of business constitute the entire agreement of the parties on the subject matter.
- 4.9. Neither party shall be liable for any loss or damage, or be deemed to be in breach of these conditions, if its failure to perform or failure to cure any of its respective obligations hereunder results from any event or circumstance beyond its reasonable control. The party interfered with shall, give the other party prompt written notice of any force majeure event. If notice is provided, the time for performance or cure shall be extended for a period equivalent to the duration of the force majeure event or circumstance described in such notice, except that any cause shall not excuse payment of any sums owed to Strauss & Co prior to, during or after such force majeure event.
- 4.10. Any and all communications between the parties, whether legal or merely for notification purposes, correspondence or for any other reason will only satisfy any legal requirement if it is reduced to writing.
- 4.11. Any notice by Strauss & Co to a seller, consigner, respective bidder or buyer may be sent by Strauss & Co to the latest address as provided to Strauss & Co by the seller consigner, respective bidder or buyer.
- 4.12. Any notice to be addressed in terms of clause 3.11 may be given by airmail or hand-mail or sent by prepaid post, and if so given will be deemed to have been received by the addressee seven days after posting, or by facsimile, and if so given will be deemed to have been duly received by the addressee within one working day from transmission or by e-mail, and if so given will be deemed to have been duly received by the addressee within twenty four hours from transmission. Any indemnity under these conditions will extend to all proceedings, actions, costs, expenses, claims and demand whatever incurred or suffered by the person entitled to the benefits of the indemnity. Strauss & Co declares itself to be a trustee for its relevant agents and servants of the benefit of every indemnity under these conditions to the extent that such indemnity is expressed to be for the benefit of its agents and servants.
- 4.13. An auction will commence at the published time and will not be delayed to enable any specific person or more persons in general to take part in the auction

5. DISCLOSURE OF INFORMATION

- 5.1. Strauss & Co hereby discloses the following information:
 - 5.1.1. **Full name and legal status:** Strauss and Company (Pty) Ltd is a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa.
 - 5.1.2. **Physical address:** 89 Central Street, Houghton, Gauteng, 2198, South Africa.
 - 5.1.3. **Postal address:** PO Box 851, Houghton, Gauteng, 2041, South Africa.
 - 5.1.4. **Telephone number:** +27 11 728 8246.
 - 5.1.5. **Website address:** <https://www.straussart.co.za/> and at <https://www.straussart.co.za/straussonline>.
 - 5.1.6. **E-mail address:** info@straussart.co.za.
- 5.2. **Physical address where Strauss & Co will receive legal service of documents:**
 - 5.2.1. Physical address as per clause 5.1.2.
 - 5.2.2. **Registration number:** 1972/00019/07.
 - 5.2.3. **Place of registration:** Republic of South Africa.
 - 5.2.4. **Registration date:** 1972.
- 5.3. **Names of office bearers:** Mrs Elisabeth Bradley (Identity number: 3812280010088); Dr Conrad Strauss (Identity number: 3601175003088); Ms Paola Genovese (Identity number: 6302210751081); Mrs Vanessa Phillips (Identity number: 5607170769183); Mrs Carmen Welz (Identity number: 4403300033083); Mrs Caro Wiese (Identity number: 5003280147082); Mr Frank Kilbourn (Identity number: 6109075150089); Susan Goodman (Identity number: 6907040063083);

Mr Jack Ginsberg (Identity number: 4701085047081)

- 5.4. **Main description of products sold on auction and private treaty:** Fine and decorative arts, collector's items and antiques.

6. CONDITIONS SPECIFIC TO THE SALE OF WINE

In addition to the above, the following conditions are applicable in instances concerning the sale of wine.

6.1. Buyer conditions

- 6.1.1. Only persons over the age of eighteen years old may enter bids for lots of wine and no person may enter a bid on behalf of another person who is not over the age of eighteen years old.
- 6.1.2. Any invoice, which Strauss & Co issues for a lot of wine shall always be issued by Strauss & Co in its capacity as an agent acting for and on behalf of the seller and not as a principal.

6.2. Warranties

- 6.2.1. The seller warrants, in addition to all other representation and warranties given, that he is in possession of a valid liquor licence to sell all lots of wine offered for sale. The seller agrees to indemnify and keep Strauss & Co and the buyer indemnified against any loss or damage suffered by either as a result of a failure by the seller to be properly licensed to sell liquor in accordance with the laws of the Republic of South Africa.
- 6.2.2. Neither the seller nor Strauss & Co gives any warranty or representation as to the origin, age, genuineness, cork condition, content or labelling of any wine, or how any wine has been cellared, if at all.

6.3. Bottles sizes

All wine bottle sizes as described in a catalogue have the following meanings:

- 6.3.1. **half bottle** - 375 millilitre bottle of wine;
- 6.3.2. **standard** - 750 millilitre bottle of wine;
- 6.3.3. **magnum** - the equivalent of two standard bottles of wine;
- 6.3.4. **double-magnum** - the equivalent to four standard bottles of wine;
- 6.3.5. **jeroboam** - the equivalent to six standard bottles of wine;
- 6.3.6. **imperial** - the equivalent to eight standard bottles of wine;

6.4. Ullage of wines

- 6.4.1. For the purpose of this clause 6.4, 'ullage' means the amount by which the level of a wine bottle falls short of being full.
- 6.4.2. Ullage levels may vary dependent on the age of the wine and old corks may fall during or after delivery of a wine. To the extent possible the level which a wine may be short of being full will be described in the catalogue in accordance with the diagram provided in Annexure A below.
- 6.4.3. The ullage described in a catalogue by Strauss & Co is based on an inspection conducted by Strauss & Co prior to the sale of a wine and such ullage, particularly in the case of older wines, may be subject to variation prior to or after the sale of that wine. Accordingly, the ullage and condition of a wine as described in a catalogue is merely provided by Strauss & Co to assist buyers in determining the price of a wine and therefore, under no circumstances do Strauss & Co warrant the accuracy of this information and shall not be held liable for the condition of wines or ullage which may differ from their description in a catalogue.
- 6.4.4. Save as provided for in clause 2.3 above, Strauss & Co shall under no circumstances accept any returns or make any refunds or adjustments to prices of sold wines which may result from the natural variations of ullages or poor conditions of cases, labels, corks or wines.

6.5. Storage and collection

- 6.5.1. Strauss & Co is not responsible for the storage of any wines. All wines are stored at a facility determined by the seller.
- 6.5.2. Upon payment of the purchase price in full and clear funds, the buyer will be issued with written confirmation of receipt of such payment from Strauss &

Co, which confirmation shall include the relevant seller's storage facility details.

- 6.5.3. The issuance of the written confirmation referred to in clause 6.5.2 shall constitute delivery of the lot to the buyer for all legal purposes.
- 6.5.4. Following the issuance of the written confirmation referred to in clause 6.5.2 the buyer must timely collect the lot from the seller's storage facility and must make relevant arrangements in that regard, all at the buyer's own cost.
- 6.5.5. Should the buyer fail to collect the lot by the end of the thirtieth day following the date of auction, unless otherwise agreed in writing, the seller:
 - 6.5.5.1. shall be entitled to charge the buyer additional storage costs from that date; and
 - 6.5.5.2. may, in its sole and absolute discretion, move the lot to or within an affiliate or third party warehouse and charge the buyer any transport and/or administration costs associated therewith.
- 6.5.6. Unless the buyer agrees otherwise with the seller and the seller's storage facility, the buyer must collect an entire lot upon collection.
- 6.5.7. Nothing in this clause 6.5 shall be construed to limit any rights that Strauss & Co may have (to the extent applicable) under clauses 2.7, 1.1 and/or 2.10 above.

6.6. Option to buy parcels

- 6.6.1. For the purposes of this clause 6.6, a 'parcel' shall mean several lots of the same wine, being of the identical lot size, bottle size and description.
- 6.6.2. When bidding for a parcel, the bidding will commence on the first lot of the parcel and the successful buyer of that lot of the parcel shall be entitled to take some or all of the remaining lots in the parcel at the same hammer price.
- 6.6.3. If the buyer of the first lot of a parcel does not take any further lots in the parcel, as specified in clause 6.6.2, the remaining lots of the parcel shall be sold in accordance with the same process referred to in clause 6.6.2.
- 6.6.4. Should a bid on the first lot of a parcel be superseded, Strauss & Co will move the bidders bid to the next lot in the parcel. This process shall be continued by the auctioneer until such time that there are no lots in the parcel remaining for sale, all of which shall be handled by the auctioneer in its sole and absolute discretion.

6.7. Conditions specific to the sale of wine in terms of COVID-19 Lockdown Regulations

- 6.7.1. For the purposes of this clause 6.7, COVID-19 Lockdown Regulations shall mean any regulations or directives issued in terms of section 27(2) of the Disaster Management Act, 2002 relating to COVID-19.
- 6.7.2. Whilst payment for all lots (including lots of wine) shall become due and payable from the fall of the hammer, the sale between the buyer and the seller of any lots of wine will be deferred until the sale, and distribution of alcohol is permitted in terms of the COVID-19 Lockdown Regulations. The perfection of the sale in respect of lots of wine shall take place as soon as the COVID-19 Lockdown Regulations allow for the sale of wine lots and the collection of the lots of wine from the seller's premises.
- 6.7.3. The deferred sale of lots of wine shall be confirmed by a confirmatory email sent to the buyer in which the details of the deferred sale, including the purchase price, are stipulated.
- 6.7.4. Ownership of any lots of wine shall only pass to the buyer after Strauss & Co has received settlement of the full purchase price for the lots of wine in cleared funds and the sale of the lots of wine is permitted due to either a relaxation or termination of the COVID-19 Lockdown Regulations. Strauss & Co shall not release a wine lot to the buyer for collection prior to full payment thereof and until such time as it is permissible for Strauss & Co to release the lots of wine to the buyer in terms of the COVID-19 Lockdown Regulations.

7. CONDITIONS SPECIFIC TO ONLINE AUCTIONS

7.1. General

- 7.1.1. In addition to the general conditions of business, which are applicable to all online auctions, unless specifically varied in terms of this clause 7, the fol-

lowing are the terms and conditions (the 'online terms') under which you (a 'user') may use the website and any co-branded websites of Strauss & Co at <https://www.straussart.co.za/> and at <https://www.straussart.co.za/straussonline>. By accessing and using the website, you accept and agree to be bound, without modification, limitation or qualification, by the general conditions of business. Strauss & Co may, at its sole discretion, modify or revise the online terms at any time by updating the text of this page. The user is bound by any such modification or revision and should therefore visit this page periodically to review the online terms.

- 7.1.2. If the user does not agree to any of the general conditions of business, the user should not enter, view or make use of the website to access and participate in the auctions.
- 7.1.3. Specific rules, in addition to these online terms, are provided with respect to transactions conducted on or in connection with the website, and other rules may be provided for the use of certain other items, areas or services provided on or in connection with the website, and the user agrees to be bound by such rules.

7.2. Online auctions

- 7.2.1. Only persons who are legally entitled to do so are permitted to place a bid on the website.
- 7.2.2. By placing a bid, the user represents and warrants that:
 - 7.2.2.1. the user is legally capable of entering into binding contracts or is duly assisted by his parent or guardian; and
 - 7.2.2.2. by doing so, the user accepts that Strauss & Co will rely on the user's representation that the user has unfettered legal capacity to contract.
- 7.2.3. The contract between the buyer and the seller of any lot sold in terms of an online auction shall be deemed to be concluded upon acceptance by Strauss & Co of the bid or offer at the hammer price (after determination of any dispute that may exist). Strauss & Co is not a party to the contract of sale and shall not be liable for any breach of that contract by either the seller or the buyer. Where a lot remains unsold, no contract of sale is concluded.
- 7.2.4. Due to the nature of an online auction and the fact that an offer for the sale of a lot is open for a long period of time, which provides a user with ample time to consider whether to place a bid, the provisions of the Consumer Protection Act, 2008 regarding the retraction of a bid prior to the fall of the hammer, shall not be applicable to any online auction. Therefore, once a bid in respect of the sale of a lot has been placed by a bidder, such a bid shall be regarded as final and the bidder shall not be able to retract the bid.
- 7.2.5. Strauss & Co shall be entitled within its sole and absolute discretion to deny any user access to the website and shall furthermore be entitled to de-register any user who has registered to use the website should Strauss & Co suspect that such user is not a genuine bidder, buyer, seller or user of the website, may be acting illegally, fraudulently or in bad faith or intends to misuse, disrupt or interfere with the auctions or will breach or has breached the general conditions of business. Strauss & Co shall not be liable for any losses or claims of whatsoever nature arising from any denial of access to the website or user de-registration as contemplated in this clause 7.2.5.

7.3. Use of the website

- 7.3.1. A user is responsible for the user's own communications on the website and is responsible for the consequences of its posting. While using the website, a user may not:
 - 7.3.1.1. post any material on the website in terms of which the user is not the owner of the intellectual property or other proprietary rights therein or does not have the permission of the owner of such intellectual property or rights to post or transmit such material to the website;
 - 7.3.1.2. post material on the website that otherwise violates any rights of any third party or violates or infringes on the privacy or publicity rights of third parties;
 - 7.3.1.3. post material on the website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging or

others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language nor may such content be associated in linking to the website.

- 7.3.1.4. post advertisements or solicitations of business;
 - 7.3.1.5. post or transmit any chain letters or pyramid schemes;
 - 7.3.1.6. impersonate another person or entity; and
 - 7.3.1.7. intentionally or unintentionally violate any applicable South African or international law while using the website.
- 7.3.2. If notified by a user of any communication that allegedly does not conform to any provision of the online terms, Strauss & Co may investigate the allegation and determine in its sole and absolute discretion whether to remove or request the removal of the communication.
- 7.3.3. Strauss & Co reserves the right at all times to disclose any information as necessary or deemed desirable by Strauss & Co to satisfy any applicable South African or international law, regulation, legal process, or governmental request or to edit, refuse to post or to remove any information or materials, in whole or part, in Strauss & Co's sole and absolute discretion.
- 7.3.4. Any material uploaded by the user to the website will be deemed to be non-confidential and non-proprietary and in doing so the user grants Strauss & Co a non-exclusive, royalty free, sub-licensable licence to use, copy, adapt, distribute and disclose to third parties any such material for any purpose in any form throughout the world in perpetuity.
- 7.3.5. The website may contain links to other websites. Strauss & Co has no control over such websites, does not review their content and will not be liable for their content or accuracy. The user accesses such websites at the user's own risk and discretion.
- 7.3.6. The user may link to the website, provided that the user will only provide a link to the website's homepage and will not replicate any particular page, including the homepage. When linking to the website, the user confirms and agrees that it will comply and ensure compliance with the requirements of clause 7.2.
- 7.3.7. Although every effort will be made to have the website available at all times, the website may become unavailable due to maintenance or repairs, loss of connectivity or some other form of interruption. Strauss & Co does not warrant against nor will it be held liable for such downtime and is hereby indemnified from any loss, damage, claims, costs or penalties incurred as a result of such unavailability.

7.4. Registration, passwords and signatures

- 7.4.1. In consideration of your use of the website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out on any website (such information being the **registration data**) and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any registration data that is untrue, inaccurate, not current or incomplete, or Strauss & Co has grounds to suspect that such registration data is untrue, inaccurate, not current or incomplete, Strauss & Co has the right to suspend or terminate your account and refuse any and all current or future use of the website (or any portion thereof).
- 7.4.2. You may receive a password and/or account designation, or a digital signature upon completing the registration process on Strauss & Co's website. You are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. You agree to (a) immediately notify Strauss & Co of any unauthorised use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Strauss & Co cannot and will not be liable for any loss or damage arising from your failure to comply with this clause 7.4.2.
- 7.4.3. Strauss & Co does not knowingly collect personal information from children under the age of 13 through the website. If you are under 13, please do not give us any personal information. We encour-

age parents and legal guardians to monitor their children's Internet usage and to help enforce our privacy policy by instructing their children to never provide personal information through any website without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us, please contact us, and we will endeavor to delete that information from our databases.

7.5. Malicious software and offences

- 7.5.1. The user warrants that:
- 7.5.1.1. the user will not use the website in any way that causes, or is likely to cause, the website and access to the website to be interrupted, damaged or impaired in any manner;
 - 7.5.1.2. no form of virus, Trojans, worms, logic bombs, or other malicious coding, virus or software will be introduced onto the website or into Strauss & Co's information technology systems which may cause any form of technological harm or any other form of harm in any manner or respect;
 - 7.5.1.3. the user will not use any robot, spider, scripts, service, software or any other automatic or manual device, tool, or process (a) for the purpose of compiling information regarding the identification, address or other attributes of any of Strauss & Co's users, bidders, sellers, or buyers; or (b) to recreate in original or modified form any substantial portion of the website; or (c) to data mine or scrape any of the content on the website; or (d) otherwise access or collect any of the content, data, or information from the website using automated means.
 - 7.5.1.4. the user will not: (a) use services, software or any manual or automatic device, tool, or process to circumvent any restriction, condition, or technological measure that controls access to the website in any way, including overriding any security feature or bypassing or circumventing any access or use controls of the website; or (b) cache or archive any content; or (c) do anything that would impose an unreasonable or disproportionately large load on the website; or (d) do anything that may disable, damage or change the appearance of the website or interfere or attempt to interfere with the proper functioning of the website or any transactions being conducted on or in connection with the website.
- 7.5.2. Any breach of this clause 7.5 regarding malicious software and offences will be reported to the relevant law enforcement agencies and Strauss & Co will co-operate in all respects with those law enforcement agencies, including by way of disclosure of the identity and other personal information of the user.
- 7.5.3. Although Strauss & Co and its representatives will use reasonable efforts to ensure that no malicious content can be received from the website, Strauss & Co does not warrant that the website is free of malicious content or viruses and Strauss & Co will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content as described in clauses 7.5.1.2, 7.5.1.3 and 7.5.1.4 which may infect any user's computer or device, computer equipment, data or any other proprietary material where such loss is or may be attributed to the user's use of the website or downloads received from the website.
- 7.5.4. The user warrants that the user will not use the website in any manner that will contravene any applicable law or cause any annoyance, unnecessary anxiety or inconvenience to any person.

7.6. The content on the website

- 7.6.1. The content of the website is not intended for minors. Such content extends to a wide range of art and antiques, is generally uncensored, and may include nudity or graphic or literary content that some people may consider offensive. If you allow your minor child to use any of your devices, it is your responsibility to determine whether any of the services, content and subject matter displayed on the website is inappropriate for your child, and to control your child's use of your devices and access to the website. If you yourself find offensive content of the type referred to in this clause 7.5.1, you should not use the website.
- 7.6.2. The contents of the website, such as text, graphics, images, audio, video, data, coding, scripts, computer

programs and other material (**material** or **materials**), are protected by copyright laws and are owned or controlled by Strauss & Co or by third parties that have licensed their material to Strauss & Co. Strauss & Co authorises you to view and download a single copy of the material solely for your personal, non-commercial use, or solely for purposes of facilitating a transaction with Strauss & Co. The use of any software that is made available for downloading from the website (**software**) is governed by the terms of the software license agreement accompanying such software (the **license agreement**), and is conditional on your agreement to be bound by the terms of the license agreement. All rights in and to the material not expressly granted to you in the general conditions of business are reserved. Neither the availability of, nor anything contained within the website shall be construed as conferring any license under any of Strauss & Co's or any third party's intellectual property rights, other or further than as expressly provided in this clause 7.6.2, whether by implication, estoppel or otherwise.

- 7.6.3. Unauthorised use of the material may violate copyright, trademark, and other laws. You may not sell, prepare derivative works based on or modify the material (including, without limitation, preparation of summaries of the material or 'thumbnails' of any images therein), or reproduce, publicly display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose. The use of the material or any portion thereof on any other website, or in any publication, database, catalog or compilation, or in a networked computer environment for any purpose other than personal browsing of the website without the express prior written permission of Strauss & Co is strictly prohibited. With respect to any copy you make of the material within the scope of the limited personal licence granted herein, you must retain therein, unmodified and unobscured, any and all copyright and other proprietary notices contained in the original material. Some of the material may contain digital 'watermarks' to indicate their source and ownership. You agree not to attempt to remove, deactivate, reverse engineer, modify, tamper with or obscure any such watermarks. The trademarks, logos and service marks (the **marks**) displayed on the website are owned by Strauss & Co or third parties. You are prohibited from using the marks without the express, prior written permission of Strauss & Co or such third party. If you would like information about obtaining Strauss & Co's permission to use the material on your website, please email jhb@strausart.co.za
- 7.6.4. If a user violates any provision of the general conditions of business, that user's permission to use the material and the website automatically terminates and the user must immediately destroy any copies made by the user of the material.
- 7.6.5. Notices of claims of copyright infringement should be directed to Strauss & Co at the address set out in clause 5.
- 7.6.6. Content published on the website reflects the views of the author and does not necessarily constitute the official opinion of Strauss & Co unless otherwise stated.

7.7. Privacy

- 7.7.1. Strauss & Co is committed to maintaining your privacy. Strauss & Co does, however, gather certain personal information that you provide to the website. For information regarding Strauss & Co's policies for using a user's personal information please read our Privacy Policy.
- 7.7.2. When a user logs onto the website using the user's personal information, a user will be able to easily access a full record of all transactions conducted on the website. The record of each transaction shall be available for such period as may be prescribed under applicable law.

7.8. Use of the auction or commerce portions of the website

The auction or commerce portions of the website are available to clients of Strauss & Co. This excludes in all cases minors (persons who have not reached their eighteenth birthday).

7.9. Export control of software and technical data

The following applies with respect to software and other material of a technical nature that you may obtain from the website (other requirements set forth in clause 2.4 to the general conditions of business may apply with respect to items offered for sale, purchased or sold): The United States (US) and other foreign countries control the export of such products. You agree to comply with such restrictions and not to export or re-export the material (including software) to countries or persons prohibited under the export control laws. By downloading the material (including software), you are agreeing that you are not in a country where such export is prohibited and that you are not on the list of Specially Designated Nationals and Blocked Persons maintained by the Organisation for Economic Co-operation and Development (OFAC), any other OFAC sanctions lists, the Consolidated List of Financial Sanctions Targets, the Consolidated List of Persons, Groups and Entities Subject to European Union (EU) Financial Sanctions maintained by the EU, or any other list of targeted persons, entities, groups or bodies issued by or on behalf of the United Nations, US, EU, United Kingdom (or any other member state of the EU); (ii) that is, or is part of, a government of any country or other territory subject to a general export, import, financial or investment embargo under any anti-bribery or corruption legislation (**sanctioned territory**); (iii) owned or controlled by, or acting on behalf of, any of the foregoing; or incorporated or located within or operating from or doing business in a sanctioned territory; or (v) otherwise targeted under any anti-bribery and corruption legislation.

7.10. Liability disclaimers

- 7.10.1. Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the website is not intended to nor shall it be interpreted to amount to advice on which reliance should be placed and is posted merely for guidance purposes only. The user makes use of any such information at the user's own risk and in the user's own discretion and disclaims and indemnifies Strauss & Co from and against any and all liability and responsibility arising from any reliance placed on such information whether posted on the website or by any other person visiting the website.
- 7.10.2. Neither Strauss & Co nor any of our agents or representatives make or give any representations, guarantees or warranties of any kind (whether express or implied) as to the suitability, usability, accuracy or functionality or the auctions on the website.
- 7.10.3. Notwithstanding anything to the contrary contained in the general conditions of business, Strauss & Co shall have no liability for any compensation, loss, damage, cost, claim or penalty of whatsoever nature, including direct, indirect, special, and consequential damages; loss of profits, commercial or economic loss; whether caused by latent or patent defects in the website, the access or use of the website and content contained on the website or otherwise, including in respect of any damage to any information technology system or device or loss of data that results from such activities; and any other loss of whatsoever nature, however arising out of or in connection with the general conditions of business.
- 7.10.4. Although all efforts will be made by Strauss & Co in procuring that no malicious content can be received by the user through the website and although all efforts will be made by Strauss & Co to procure the availability of the website, Strauss & Co does not warrant that:
- 7.10.4.1. the use of the website will not be free of any malicious content or viruses, any loss resulting from a distributed denial-of-service attack, or any malicious content that may infect any of the user's devices, equipment, data or any other material caused by the user's use of the website or as a result of downloads received from the user's use of the website;
 - 7.10.4.2. the website will be available at all times and the user acknowledges that all or part of the website may become unavailable due to technical related reasons, maintenance or repairs, loss of connectivity or some other form of interruption (whether on a scheduled or unscheduled basis);
 - 7.10.4.3. the website shall be error-free or will meet any particular criteria of accuracy, completeness,

timeliness, suitability or reliability of information, performance or quality. Strauss and Co expressly disclaims, to the extent permitted by any applicable law, all warranties whether express, statutory or implied, including, without limitation, warranties of merchantability, title, fitness for any or a particular purpose, non-infringement, compatibility, security, accuracy and that the quality of any content consumed, purchased or obtained by the user on or through the Website shall meet the user's expectations.

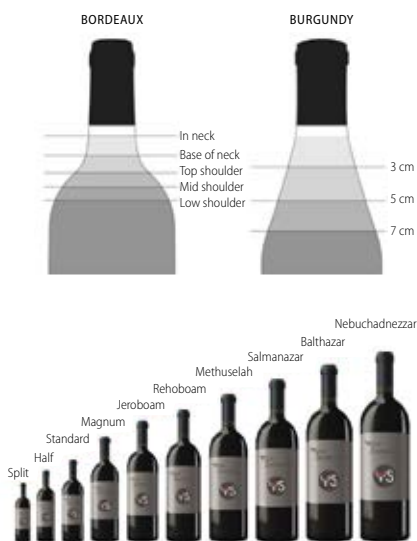
7.10.5. Strauss & Co, our associated companies, suppliers, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from electronic communications errors or failures, technical hardware and software failures, lost, unavailable or delayed network connections or failed or incomplete electronic transmissions which may limit the user's ability to participate in the auctions.

7.10.6. Strauss & Co shall not be held liable for and is hereby indemnified from any direct or indirect loss or damage incurred as a result of the user's failure to provide Strauss & Co with accurate information or to keep the user registration and account information secure and/or arising from the unauthorised use of the user's log-in credentials, passwords or digital signature.

7.11. Indemnity

The user agrees to defend, indemnify, and hold harmless Strauss & Co, its officers, directors, employees and agents, from and against any losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable legal, expert and accounting fees, incurred in connection with any claims, actions or demands alleging or resulting from your use of website, the material (including software), your breach of the general conditions of business, or your violation of law or of the rights of any third party. Strauss & Co shall provide notice to you promptly of any such claim, suit, or proceeding and, if it is one asserted by a third party, shall provide reasonable assistance to you, at your expense, in defending any such claim, suit or proceeding.

ANNEXURE A – ULLAGE DESCRIPTION KEY



Strauss & Co

Fine Art Auctioneers | Consultants

Privacy Policy of Strauss & Co for Auctions

1. INTERPRETATION

All interpretations and definitions used in this privacy policy appear in and shall be interpreted in accordance with the general conditions of business.

2. INTRODUCTION

2.1. This is the privacy policy of Strauss & Co Proprietary Limited ("Strauss & Co") and applies to all relevant dealings and interactions between Strauss & Co and third parties where Strauss & Co collects and processes personal information

2.2. For purposes of the Protection of Personal Information Act, 2013 ("POPIA"), Strauss & Co is the 'responsible party' for the processing of users' personal information and in terms of the General Data Protection Regulation (GDPR) (EU) 2016/679 ('GDPR') Strauss & Co is the 'data controller' for the processing of users' personal information.

2.3. Strauss & Co is committed to protecting users' privacy and personal information and therefore warrants that no information collected by it will be used for any purposes other than as stipulated in or reasonably expected from the general terms of business or this privacy policy.

2.4. By making use of the website, placing a bid and/or buying a lot or linking to the website, the user explicitly agrees and consents to the provisions of this privacy policy, including the further provisions outlined in the general terms of business. If the user does not agree with the above, the user must refrain from accessing the website.

2.5. Any personal information collected is for Strauss & Co's internal business purposes or other statutory requirements only, and no personal information will be supplied or distributed to any third party without the user's consent unless the supply or distribution of such personal information is reasonably expected or necessary for the performance by Strauss & Co of its obligations under and in terms of the general terms of business.

2.6. The personal information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without the user's consent, other than for the express purpose of effecting the collection of any purchased lot. This does not include trusted third parties, who assist Strauss & Co in operating the website, conducting business or servicing the user, provided that such third parties agree to keep this information confidential.

2.7. Strauss & Co may release the user's personal information when it believes such release is appropriate in order to comply with the law, enforce its general terms of business and/or to protect its or third parties' rights, property or safety.

2.8. Notwithstanding the provisions of this clause 2, anonymised, non-personally identifiable user information may be provided to other parties for marketing, advertising, statistical and/or record-keeping purposes.

2.9. Strauss & Co understands the importance of keeping users' personal information secure and has implemented appropriate technical and physical steps to safeguard it.

3. USE OF PERSONAL INFORMATION

3.1. The general types of personal information that Strauss & Co or invaluable.com may collect from users and the process to collect personal information are as follows:

3.1.1. personal information provided by the user by filling in the forms on the website and information given in hard copy form by any other means ('submitted user information') providing the user's name, date of birth, address, credit information and any other personal information relevant to the services provided by Strauss & Co. The processing of such personal information is necessary for the performance of a contract between Strauss & Co and the user and to comply with South African legal obligations;

3.1.2. as part of the submitted user information, the user may also provide interests and marketing preferences, which are relevant to the services provided by Strauss & Co. The processing of such personal information is deemed to constitute processing in the pursuit of the legitimate interests of Strauss & Co;

3.1.3. correspondence or other contacts that a user may have with Strauss & Co, which is deemed to be for the legitimate interests of Strauss & Co;

3.1.4. details of transactions carried out through the Invaluable Platform or the Website and any communications by telephone, in person, or by any other means relating to those transactions, which information is necessary for the performance of a contract between Strauss & Co and the user;

3.1.5. Strauss & Co may also obtain information when a user subscribes to Strauss & Co's catalogues. In this regard, the processing of such personal information is in pursuit of the legitimate interests of Strauss & Co; and

3.1.6. details of a user's visits to the website including, but not limited to traffic data, web logs or other communication data and resources accessed by the user, which is in pursuit of the legitimate interests of Strauss & Co.

3.2. Specific personal information that Strauss & Co may collect and process from a user's use of the website, which is in pursuit of the legitimate interests of Strauss & Co, consists in the following, namely:

3.2.1. **Cookies.** A cookie is a simple text file that is stored on a user's computer or mobile device by a website's server and only that server will be able to retrieve or read the contents of that cookie. It allows a website to remember things like the preferences of a user. The use of the website by a user will result in Strauss & Co placing cookies on the user's computer, as set out further in clause 12.

3.2.2. **IP Addresses.** When visiting the website, Strauss & Co may collect certain information pertaining to the user's computer, including the user's IP address, operating system and browser type.

3.3. Personal information is collected for the following reasons, purposes and legal grounds:

3.3.1. **To improve client service:** User personal information helps Strauss & Co to more effectively respond to the client service requests and support the needs of users. The legal basis for processing such personal information is that it is in pursuit of the legitimate interests of Strauss & Co;

3.3.2. **To process transactions:** User personal information, whether public or private, will not be sold, exchanged, transferred, or given to any other company

for any reason whatsoever, without the user's consent, except where such information exchange is necessary for the express purpose of making available the purchased product or service to the user for collection by the buyer and processing the transaction, which is necessary for the performance of a contract;

- 3.3.3. **To send periodic emails or text messages:** Any email address or mobile telephone number provided by the user may be used to send such user personal information and updates pertaining to any bid placed by him or any lot sold to the user, which is necessary for the performance of a contract;
- 3.3.4. **To send marketing updates:** Where the user has consented to receiving periodic marketing updates, company news, and/or related product or service information, any personal information collected may also be used for these purposes, which is in pursuit of the legitimate interests of Strauss & Co; and
- 3.3.5. **Automatically stored information:** IP addresses, cookies, usernames and passwords and other related security content, products viewed, purchases made and purchase history, pages visited, links opened and similar information may be stored automatically by the Website or Strauss & Co information technology systems. The storage of such information is for the legitimate interests of Strauss & Co.

4. SECURITY OF INFORMATION

- 4.1. Strauss & Co is committed to protecting the personal information of users and securing its information technology systems. Strauss & Co considers the confidentiality of users' personal information to be important and industry-standard security measures are utilised to safeguard personal information from manipulation, destruction or access by unauthorised persons and to prevent unauthorised disclosure.
- 4.2. Strauss & Co continually enhances its security measures as new technology is made available and in response to newly discovered threats.
- 4.3. A variety of security measures are used to maintain the safety of the personal information when a bid is placed or a lot is purchased or personal information is entered, stored, recalled or accessed. These measures include electronic firewalls and various other protection measures that involve virus scanning, installation of security patches, vulnerability testing, backup and recovery planning, employee training, security audits, etcetera.
- 4.4. All supplied sensitive personal information including, but not limited to, personal particulars, credit card or EFT details are transmitted via Secure Socket Layer ('SSL') technology and then encrypted into the database of Strauss & Co's payment provider. Such information will only be accessible by the authorised personnel with special access rights to such systems, and such individuals are required to keep the information confidential.
- 4.5. After a transaction has been concluded on the website, the user's purchase information, such as credit card or electronic file transfer ('EFT') details will not be stored on Strauss & Co's servers.
- 4.6. Strauss & Co does not send e-mails to users asking them to provide it with their account or other information or e-mails inviting users to link to its website and shall not be liable for any loss suffered by any person relating to such fraudulent e-mails sent by third parties or other related fraudulent practices by third parties such as the unauthorised use of Strauss & Co's brand names, marks goodwill and reputation in an attempt to mislead people into thinking that it is, or is associated with, Strauss & Co. Strauss & Co may, however, from time to time send e-mails requesting a user to provide credit card details in respect of subscription payments or purchases made, which e-mail shall specifically indicate that it is in relation to subscription payments or a specified purchase.
- 4.7. Fraudsters may send invoices to users purporting to originate from Strauss & Co or make other requests for payment. If a user ever has any reason to doubt the authenticity of an invoice with the name of Strauss & Co on it or any payment communication, a user should enquire if the request is authorised and ask Strauss & Co to confirm if it is a valid invoice.
- 4.8. Any transmission of personal information is at the

own risk of the user and Strauss & Co will not be held liable for any resultant misuse of personal information.

5. RESPONSIBILITIES OF THE USER

- 5.1. Each user remains responsible for maintaining the confidentiality of his username, password, credit card details and any other security information provided to or chosen by the user.
- 5.2. Strauss & Co encourages users to: (i) use strong account passwords for the website; (ii) not share account login details with any person; and (iii) change their passwords on a regular basis.
- 5.3. The user remains responsible for restricting access to the user's computer or other electronic device, but shall be liable for any purchases made or bids placed using his details, regardless of whether a third party had gained access to such user's computer or other electronic device or username, password and other security information without his permission.
- 5.4. This privacy policy is subject to change from time to time and it is the responsibility of the user to ensure that he or she is up-to-date with these provisions when making use of the website.
- 5.5. Where changes to this privacy policy will have a fundamental impact on the nature of the processing or a substantial impact on the user, Strauss & Co will provide a reasonable notice to enable a user to exercise the user's privacy rights. This includes such instances where the user is located in the European Economic Area ('EEA') and wishes to object to the processing of personal information.

6. LINKS TO THIRD PARTY WEBSITES

- 6.1. Occasionally Strauss & Co may include links to third party websites.
- 6.2. The personal information that users provide to Strauss & Co will not be transmitted to these third party websites. These third party sites may however collect personal information of users in accordance with their separate and independent privacy policies and Strauss & Co therefore has no responsibility or liability for the content of these linked sites and/or any activities conducted by the user on such sites.
- 6.3. Nonetheless, Strauss & Co seeks to protect the integrity of its site and welcomes any feedback about these third party sites, which feedback can be e-mailed to info@strausstart.co.za.

7. PERSONAL INFORMATION TRANSFERS

- 7.1. Strauss & Co shall only transfer a user's personal information to entities from countries which have lower levels of data protection than the exporting country ('countries without equivalent protection'), or allow users' personal information to be accessed by entities in countries without equivalent protection, if the exporting entity has received assurances that the personal information will be adequately protected by the importing entity and when the consent of the relevant user has been obtained. Where the personal information of EEA residents is transferred outside of the EEA, Strauss & Co shall ensure that the necessary safeguards and contractual mechanisms are in place to protect users' personal information.
- 7.2. The personal information that is obtained from users when registering for online auctions will be held on servers located in the United States of America and the United Kingdom. Strauss & Co shall procure that any third party whose servers host users' personal information is under a legal obligation to comply with the requirements of the GDPR and the EU-US Privacy Shield (which replaced the Safe Harbour provisions), to the extent applicable, when conducting any processing activities or transfer of personal information.

8. RETENTION OF PERSONAL INFORMATION

- 8.1. Strauss & Co may retain the personal information of users for as long as is necessary to render its services, maintain business records, comply with the South Africa's Financial Intelligence Centre Act, 2001 ('FICA'), tax and legal requirements. The retention of personal information also serves to protect and defend Strauss

& Co against potential legal claims.

- 8.2. For purposes of Strauss & Co's research and record-keeping of the ownership of art objects, to assist with checks on the validity of works, provenance and title, Strauss & Co will keep the personal information of users for as long as the record is relevant to the legitimate interests of Strauss & Co.

9. ADDITIONAL REQUIREMENTS UNDER THE GDPR

The GDPR is a regulation in European Union law, which deals with data protection and privacy for all individuals within the EEA. It also addresses the export of personal data outside of the EEA. In order to meet the privacy requirements of the GDPR, Strauss & Co provides the following additional information to users.

9.1. The entity that is responsible for the personal information of a user

As provided in clause 2.1 of the privacy policy, if a user transacts in an auction with Strauss & Co or provides personal information as part of the registration process, then Strauss & Co will be the data controller of that personal information.

9.2. The legal basis on which Strauss & Co relies to process personal information

In clause 3 of the privacy policy it is specifically recorded what lawful basis Strauss & Co relies on when processing the different types of personal information of users. For compliance with the provisions of the GDPR, Strauss & Co provides additional clarifications regarding the lawful basis for its processing activities:

9.2.1. **Consent:** In certain instances, Strauss & Co processes personal information with the explicit consent of users.

9.2.2. **Performance of a contract:** Strauss & Co may process users' personal information when it needs to do this to fulfil a contract with a user, for example, for billing or shipping purposes.

9.2.3. **Legal obligation:** There are legal requirements that Strauss & Co has to comply with, for example, in the case of FICA, as provided in clause 8.1 of the privacy policy, if there is a legal requirement for a user to provide personal information for any such purpose, Strauss & Co will make this clear at the time and will also explain to users what the consequences will be if the user does not provide the requisite personal information. For example, if the user cannot submit the necessary information to register for an auction, then Strauss & Co will not be able to process a bid at such auction.

9.2.4. **Legitimate interests:** Strauss & Co processes personal information when it is in its legitimate interests to do this. Examples of such legitimate interests include: (i) the security of its auctions; (ii) obtaining insights on the preferences of users; (iii) maintaining accurate records; and (iv) ensuring that its website operates efficiently. Adequate safeguards are put in place to ensure that a user's privacy is protected and that Strauss & Co's legitimate interests are not overridden by a user's interests or fundamental rights and freedoms.

10. USERS' RIGHTS

- 10.1. Users residing in the EEA have the legal right to make a 'subject access request' to Strauss & Co to obtain access to their personal information and the reasons for processing such personal information.
- 10.2. For any further copies of personal information being requested by the user, Strauss & Co may charge a reasonable fee based on administrative costs.
- 10.3. Users may, in addition to subject access requests, ask Strauss & Co that their personal information kept by Strauss & Co is: (i) rectified if the information is inaccurate or out of date; (ii) erased; or (iii) restricted in terms of its usage.
- 10.4. If a user has provided Strauss & Co with personal information and the grounds for processing such information are either contractual in nature or based on consent, the user has the right to be provided with the personal information in a structured, commonly used and machine readable format for transmitting it to another data controller. The same right would be available to the user where the processing of Strauss & Co is carried out by automated means.

10.5. A user also has a right to object to instances of processing in the following cases, namely:

- 10.5.1. **Direct marketing:** A user has, in accordance with the GDPR, the right to object to direct marketing at any time.
- 10.5.2. **Legitimate interests:** Where Strauss & Co processes personal information because of legitimate interests, a user has a right to object to this.
- 10.6. If Strauss & Co has asked for consent to process personal information, a user may at any time withdraw such consent. This will not affect the lawfulness of Strauss & Co's processing of the personal information prior to a user's withdrawal.
- 10.7. These rights of users may be limited in some situations, for example, where Strauss & Co can demonstrate that there is a legal requirement to process the user's personal information.
- 10.8. If a user would like to discuss or exercise any of these rights, they are entitled to contact Strauss & Co. Users are also encouraged to contact Strauss & Co to update or correct personal information if it changes or if it is inaccurate.
- 10.9. If a query or complaint remains unresolved with Strauss & Co, a user may file a complaint with the relevant data protection authority.

11. AUTOMATIC DECISION-MAKING

- 11.1. The manner in which Strauss & Co analyses personal information for advertising and risk assessments may entail profiling. In this regard, Strauss & Co may process personal information by using software that is capable of assessing a user's personal aspects and predict risks.
- 11.2. Strauss & Co may use the personal information it collects, for example, purchase and bidding information, to deduce the interests of a user. Strauss & Co may employ such information for automated decisions about the content and suggestions presented to users on its website.
- 11.3. Strauss & Co may use automated tools to flag suspicious activities on its website. This may be the case where there are multiple logins from different locations within a short span of time. These automated activities will not, in themselves, have legal or similar effects for a user.

12. COOKIES

- 12.1. When a user visits the website, Strauss & Co will place cookies on the computer or other electronic device of the user. The cookies that are utilised by Strauss & Co can be classified into the following categories:
- 12.1.1. **Functionality:** These cookies allow the website to remember information that was provided by a user when previously accessing the website. These cookies provide more personal features to a user's experience.
- 12.1.2. **Performance:** These cookies collect information about how visitors use the website. Information identifying a visitor is not collected by these cookies. The only information that is obtained by Strauss & Co is aggregated and anonymous. The reason for collecting such information is to improve the manner in which the website operates.
- 12.1.3. **Essential:** These cookies are integral to enable a user to navigate the website. Certain features on the website will not work properly if a user does not agree to the deployment of the cookies. Strauss & Co may in such instance be unable to provide services to a user unless the user accepts the use of such cookies.
- 12.2. Strauss & Co may partner with third parties to deliver more relevant advertisements to users and to obtain web statistics. The third parties may use cookies and other tracking mechanisms to monitor a user's visit to the website and other webpages. By monitoring such activities, the third party assists advertisers to provide users with content that is more relevant.
- 12.3. The cookies do not store personally identifiable information of users and Strauss & Co only uses trusted advertising partners who have their own separate privacy policies in place.



JH Pierneef, *Bushveld and Kaap Bloubergstrand* (details)

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Bidding Form

Bidder Number
(for office use only)

SALE NO.: **JHB/CT 2020/4** SALE DATE: **8–11 November 2020**
ENQUIRIES: **Tel JHB +27 (0) 11 728 8246 CT +27 (0) 21 683 6560**

Absentee **(*)Telephone** (Please tick applicable box)

PLEASE FORWARD COMPLETED FORM TO:
E-mail: bids@straussart.co.za

Title	First name
Last name	
ID number	
Company name	
Address	
Telephone (home)	
Telephone (business)	
Mobile	
E-mail	
(*) If bidding by telephone, please specify the numbers to be dialled during the auction.	
1 _____	
2 _____	

Lot No	Lot Description	Max BID SA Rands

COLLECTION OF PURCHASES

Please indicate place of collection

- Strauss & Co Johannesburg
- Brickfield Canvas Cape Town
- Strauss & Co Cape Town
- Shipping, please complete the Shipping Instruction Form

- See information regarding Absentee/Telephone bidding as set out in this catalogue (Buying at Strauss & Co, page 9).
- Please write clearly and place your bids at least 24 hours prior to the sale.
- **New bidders are required to pay a holding deposit.**

I agree that I am bound by Strauss & Co 'Conditions of Sale' which are published in this catalogue and govern all purchases I make at auction.

Signature _____ Date _____

If successful, please debit my card immediately

Visa Mastercard Diners Club Debit Card

Cardholder Name _____

Card Number _____

Expiry date _____	3/4 digit code on reverse _____
-------------------	---------------------------------

Billing address (if different from above) _____

Cardholder signature _____

I request that Strauss & Co enters bids on the following lots up to the maximum price I have indicated for each lot. I understand that by submitting these bids, I have entered into a bidding contract to purchase the individual lots, if my bid is successful. I understand that if my bid is successful, I will be obliged to pay the purchase price, which will be the sum of my final bid plus the buyer's premium and any other applicable value added tax (VAT). I understand that Strauss & Co executes absentee bids as a convenience for clients, and is not responsible for inadvertently failing to execute bids or for errors relating to execution of bids, including computer-related errors. On my behalf, Strauss & Co will try to purchase these lots for the lowest possible price, taking into account the reserve and other bids. If identical absentee bids are left, Strauss & Co will give precedence to the first one received. All successful bids are subject to the terms of the Conditions of Business printed in the Strauss & Co catalogue, which I have the opportunity to review.



Shipping Instruction Form

Bidder Number
(for office use only)

PLEASE RETURN TO STRAUSS & CO

e-mail: shipping@straussart.co.za

Enquiries Tel: JHB +27 (0) 11 728 8246 CT +27 (0) 21 683 6560

- A quotation will be sent to the e-mail address below for approval before shipping.
- Payment to be made directly to the shipping company.

Client Name
Client Tel
Fax
E-mail
Recipient Name (if different from above)
Recipient Tel
Recipient Address:

Please arrange packaging and shipping of the following lots:	
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot
Lot	Lot

Strauss&co

JOHANNESBURG

Tel: +27 (0) 11 728 8246
jhb@straussart.co.za
89 Central Street, Houghton, 2198

CAPE TOWN

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ct@straussart.co.za
The Oval, 1st Floor Colinton House, 1 Oakdale Road, Newlands, 7700

www.straussart.co.za

IS INSURANCE REQUIRED?

Insurance Value: _____

Please indicate if you would like the shipping company to provide unpacking, crate removal, and/or installation of your purchases at your expense.

CLIENT SIGNATURE _____

CLIENT PRINTED NAME _____

DATE _____



Claude Bouscharain (1922-2020) "TO REMEMBER JULES HENRI ACHILLE LECLERCQ" 1974
© ERIK LAUBSCHER & CLAUDE BOUSCHARAIN FOUNDATION

ERIK LAUBSCHER & CLAUDE BOUSCHARAIN FOUNDATION LAUNCHING FEBRUARY 2021

enquiries
info@erikandclaudart

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