



Strauss & Co



# Strauss & Co

Fine Art Auctioneers | Consultants

CATALOGUE 3



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





## **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](http://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](http://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](http://www.straussart.co.za)

#### **ENQUIRIES AND CATALOGUES**

Johannesburg Office: +27 (0) 11 728 8246 Cape Town Office: +27 (0) 21 683 6560

#### **ABSENTEE AND TELEPHONE BIDS**

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[bids@straussart.co.za](mailto:bids@straussart.co.za) Fax: +27 (0) 86 565 9324

#### **PAYMENT**

Tel: +27 (0) 11 728 8246 Debbie Watson [debbie@straussart.co.za](mailto:debbie@straussart.co.za)

#### **CONDITION REPORTS**

[conditionreports@straussart.co.za](mailto:conditionreports@straussart.co.za) [www.straussart.co.za](http://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](http://WWW.STRAUSSART.CO.ZA)**

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







## Contents

- 3 Auction Information
- 8 Directors, Specialists, Administration
- 9 Buying at Strauss & Co

### Wednesday 11 November 2020

- 10 **Session 7: 2.00pm**  
**Modern, Post-War and Contemporary Art Part I**  
Lots 691–830
- 70 **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  
Lots 831–928

- 156 Conditions of Business
- 161 Strauss & Co Privacy Policy
- 165 Bidding Form
- 166 Shipping Instruction Form
- 168 Artist Index

#### COVER

Lot 871 Alexis Preller *Craters* (detail)

#### INSIDE FRONT COVER

Lot 846 Jean Welz *Blue Nude* (detail)

#### INSIDE BACK COVER

Lot 873 Walter Battiss *In Africa* (detail)

#### BACK COVER

Lot 837 Robert Hodgins *Samurai* (detail)

#### PAGE 2

Lot 863 Ezrom Legae *African Goat; She Goat* (detail)

#### PAGE 4

Lot 872 Peter Clarke *We Can't Stay in Bed for Ever* (detail)

#### LEFT

Lot 888 Erik Laubscher *Harbour Construction* (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](http://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](http://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](mailto: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](mailto: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](mailto: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](mailto: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](http://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](mailto: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.





Wednesday 11 November 2020  
Session 7 at 2.00pm

**Modern, Post-War and  
Contemporary Art Part I**

Lots 691–830

Lot 814 Judith Mason *Women Artists Need Wives* (detail)

691

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*Rocks, Kleinberg, Teslaarsdal*

signed and dated 30 Nov 1958;  
inscribed with the title in pencil  
on the reverse  
watercolour  
36,5 by 44 cm

R150 000 – 200 000



© The Estate of Peter Clarke | DALRO

692

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*Backyard*

signed and dated 23 Jan 1976  
watercolour, felt-tip pen and  
pastel on card  
36 by 42 cm

R100 000 – 120 000



© The Estate of Peter Clarke | DALRO

693

**Walter Battiss**

SOUTH AFRICAN 1906–1982

**White Mountain**

signed, dated 1976, inscribed with the title and a dedication 'Murray, this is an unusual work, of watercolour background and brush line foreground. Can't recall doing this before or after.'

watercolour and ink on paper  
30 by 45 cm

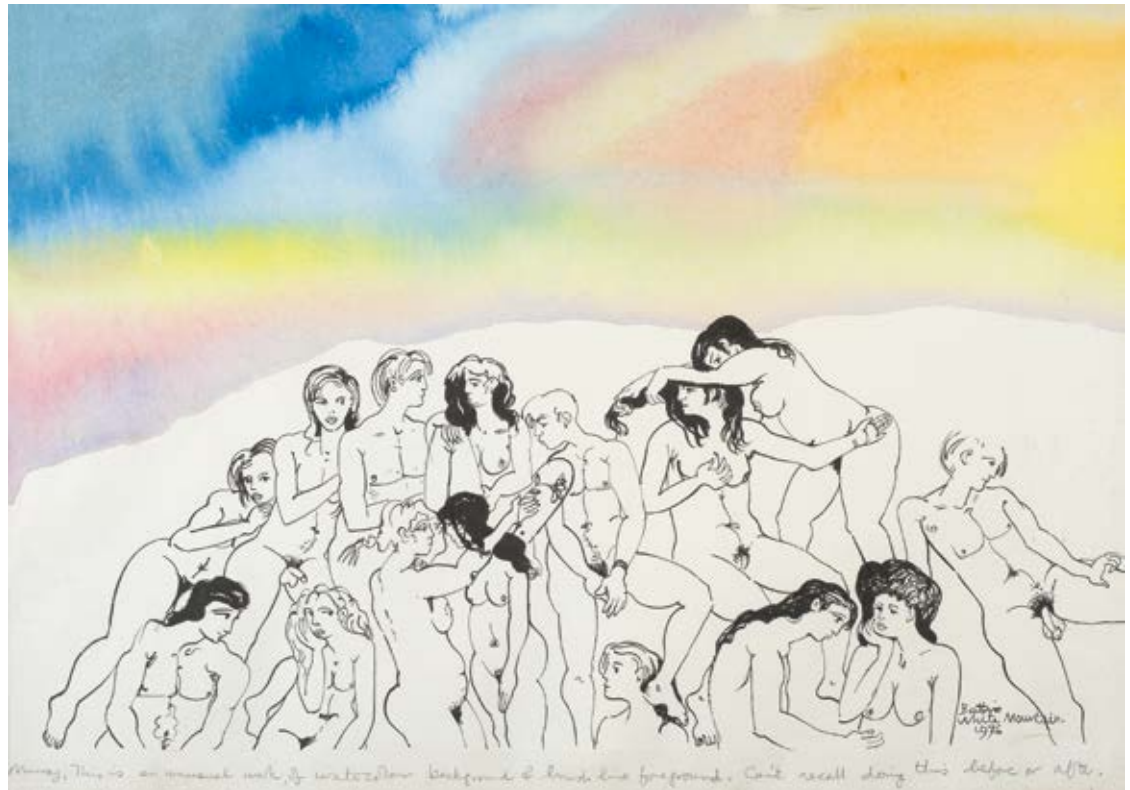
**R50 000 – 70 000**

**PROVENANCE**

Private Collection Murray  
Schoonraad.

**LITERATURE**

Karin Skawran (2005) *Walter Battiss: Gentle Anarchist*, Johannesburg: Standard Bank Gallery, illustrated in colour on page 57.



694

**Gerard Sekoto**

SOUTH AFRICAN 1913–1993

**From the Market (Dakar) No 1**

signed; inscribed with the title on the reverse  
watercolour on paper  
15,5 by 23,5 cm

**R50 000 – 70 000**



© Gerard Sekoto Foundation | DALRO



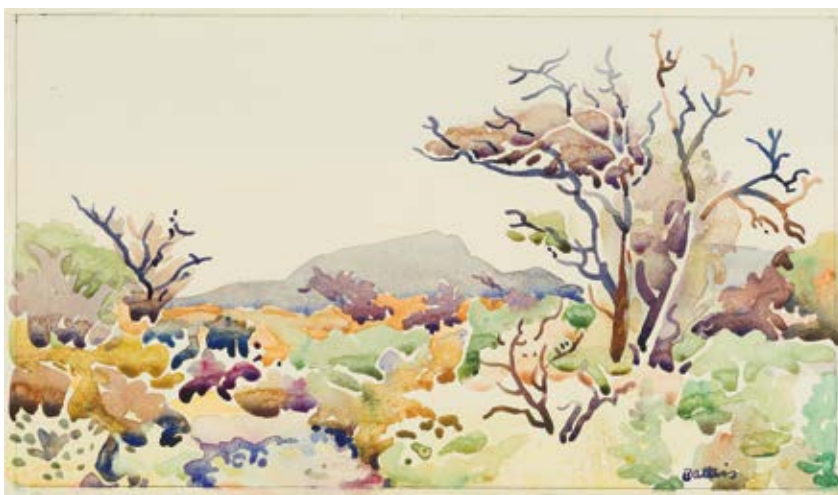
695



696



697



698

**695**

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Swaziland*

signed and inscribed  
with the title  
watercolour  
36,5 by 53 cm

R60 000 – 80 000

**696**

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Heidelberg, Transvaal*

signed, dated 1920 and inscribed  
with the title in the margin  
ink and casein on artist's board  
34 by 53 cm

R100 000 – 150 000

**697**

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Naby Rustenburg*

signed and dated 1942; inscribed with  
the artist's name, the title and '43  
watercolour on card  
13 by 19,5 cm

R25 000 – 35 000

**698**

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Bosveld (Bushveld)*

signed; inscribed with the  
title in Afrikaans on the reverse  
watercolour on artist's board  
30 by 50 cm

R35 000 – 50 000

LITERATURE

Karin Skawran and Michael  
Macnamara (eds) (1985) *Walter Battiss*,  
Johannesburg: AD Donker, a similar  
watercolour illustrated on page 188,  
also titled *Bushveld*.





699



701



702



700

699

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Piccadilly*

signed, dated 1969 and  
inscribed with the title  
ink on paper  
29 by 53,5 cm

R30 000 – 40 000

700

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Monastery (of Saint John  
the Theologian), Patmos*

signed, dated 5 Jan 1968 and  
inscribed with the title  
ink on paper  
35 by 41,5 cm

R30 000 – 50 000

701

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Island Beach Scene*

signed and dated 2 May 72  
ink on paper  
38 by 45 cm

R30 000 – 50 000

702

**Robert Hodgins**

SOUTH AFRICAN 1920–2010

*Saturday Night*

signed, dated 2000 and  
inscribed with the title in  
pencil in the margin  
watercolour on paper  
42 by 59 cm

R50 000 – 70 000



703

**703**

**Irma Stern**

SOUTH AFRICAN 1894–1966

*Portrait of a Pondo Woman*

signed and dated 1929

charcoal on paper

36 by 26 cm

**R150 000 – 200 000**

**PROVENANCE**

Louis Schachat, Die Kunsamer,  
Cape Town.

Private Collection.

The painting for which this is a preparatory drawing is illustrated in Marion Arnold (1995) *Irma Stern: A Feast for the Eye*, Vlaeberg: Fernwood Press, illustrated in colour on page 119.



704

© The Estate of Maggie Laubser | DALRO

**704**

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

*Portrait of a Woman (Sophie)*

signed and dated '26

charcoal on paper

38 by 28,5 cm

**R40 000 – 60 000**

**LITERATURE**

Dalene Marais (1994) *Maggie Laubser: Her Paintings, Drawings and Graphics*, Johannesburg: Perskor, illustrated in black and white on page 221, catalogue number 754.



705

**705**

**Irma Stern**

SOUTH AFRICAN 1894–1966

*Arab Reading*

signed and dated 1945

red conté on paper

23,5 by 30 cm

**R40 000 – 60 000**

**LITERATURE**

Irma Stern (1948) *Zanzibar*, Pretoria: Van Schaik, illustrated on page 38.



706

**Alfred Neville Lewis**

SOUTH AFRICAN 1895-1972

*Mother and Child*

signed

oil on panel

40 by 29,5 cm

R80 000 – 120 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



**707**

**Marlene von Dürckheim**

SOUTH AFRICAN 1945–

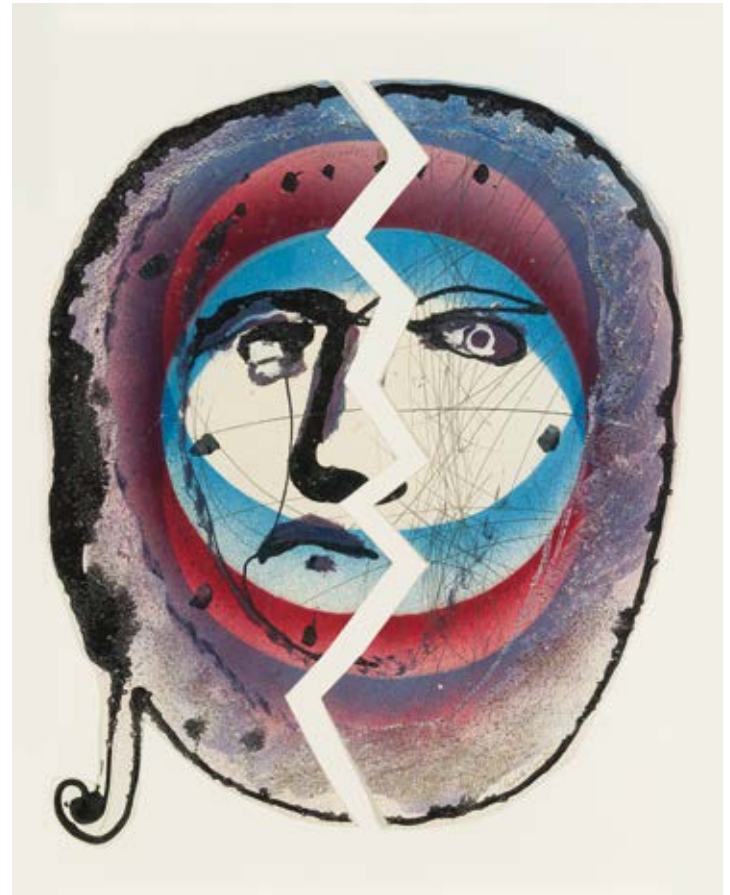
***Composition with Violin,  
Glass and Bottle***

signed and dated 2020; signed,  
dated and inscribed with the  
title on the reverse  
oil on Belgian linen  
65 by 55 by 2,5 cm

**R20 000 – 30 000**

The present lot was donated by the artist and the proceeds from the sale of this lot will benefit the Cape Town Philharmonic Orchestra.

The Cape Town Philharmonic Orchestra (CPO) has been the backbone of all classical music in Cape Town since its formation in 1914, the cultural jewel in the city's crown and a socio-economic asset. However, to ensure that the orchestra remains world-class and enable it to continue its activities, it needs financial support. The CPO offers a future for its young musicians, most of whom come from disadvantaged communities and whose lives have now been transformed. For careers to be



**708**

**Christo Coetzee**

SOUTH AFRICAN 1929–2000

***Head***

signed  
oil and mixed media on paper  
58 by 49 cm

**R25 000 – 35 000**

LITERATURE

Elza Miles (ed) (1986) *Stet Tydskrif*,  
Johannesburg: Taurus, illustrated  
on the front cover of the  
magazine.



709

**Christo Coetzee**

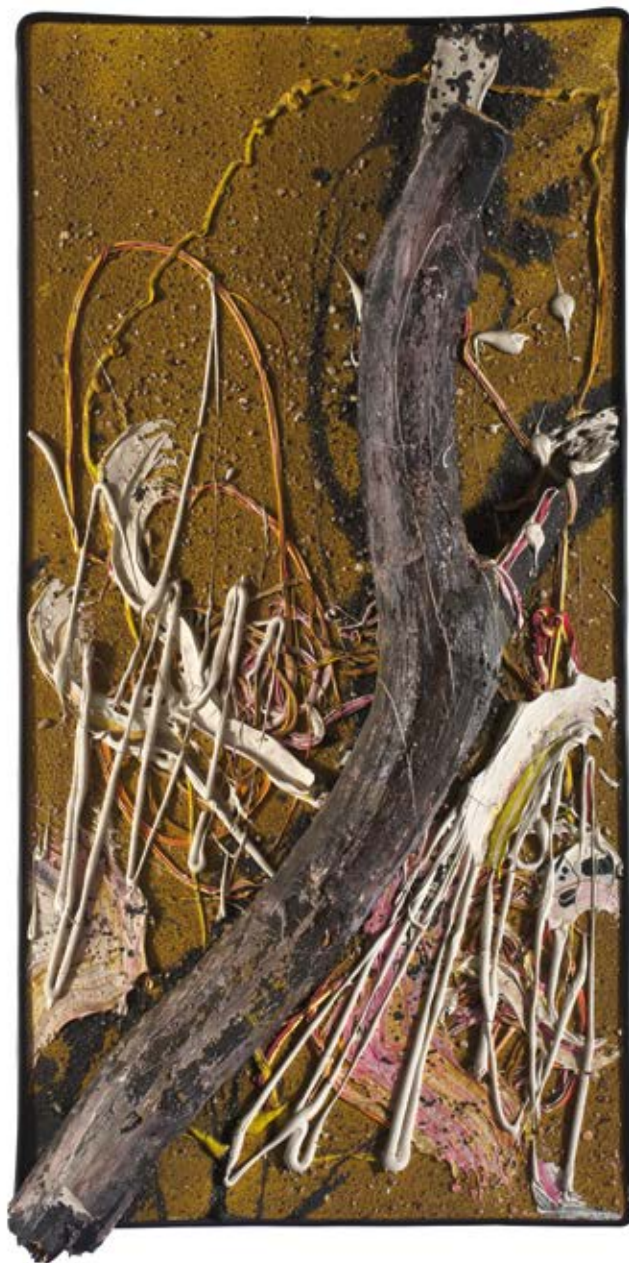
SOUTH AFRICAN 1929–2000

*Abstract Composition*

signed; signed on the reverse  
mixed media and oil on board

60 by 29 cm

R25 000 – 35 000



710

**Christo Coetzee**

SOUTH AFRICAN 1929–2000

*Untitled*

signed, dated 3/2/59 and inscribed 'Paris' on the reverse  
mixed media and found object on canvas

79 by 40 cm

R60 000 – 80 000

PROVENANCE

Rodolphe Stadler Collection, Paris.  
Deon Viljoen Fine Art.  
Private Collection.

LITERATURE

Michael Stevenson and Deon Viljoen (2001) *Christo Coetzee: Paintings from London and Paris, 1954–1964*, Cape Town: Fernwood, illustrated in colour on page 37, catalogue number 41.



711

**Terence McCaw**

SOUTH AFRICAN 1913–1978

***Mamathes, Basutoland***

oil on canvas laid down on board

59,5 by 75,5 cm

**R40 000 – 60 000**

**PROVENANCE**

McTears Auctioneers, Glasgow, 23 May 2013, lot 1682.

Private Collection.

Terence McCaw's natural talent and style was nurtured initially by Sydney Carter and Emily Fern at the Witwatersrand Technical Art School where he studied from 1930 to 1933. After a one man show in Cape Town, he journeyed to London to study at the Heatherley School of Art and the Central School of Art in 1935. At the Heatherley School of Art he met Freida Lock and Gregoire Boonzaier who were to become fellow New Group founders in 1938.

It is not surprising then that these three painters initially shared some strong stylistic similarities in terms of colour, paint application and compositional structure. McCaw's paintings from this time were bold, often heavily layered with impasto paintwork and the use of wet-on-wet

paint application. His impressionistic style, which included elements of Cézanne, Sisley and Wenning, was based on sound drawing, composition, and construction, and is to be seen in all three of these works.

McCaw first visited Lesotho with François Krige and Walter Battiss in 1939 and returned to paint there several times in the 1950s. Prized works from this period like *Mamathes, Basutoland* (lot 711) exhibit richly layered and painted surfaces together with an otherworldly scenic tranquillity and beauty.

*The White Church, Wynberg, Cape* (lot 712) is a view of the historic Dutch Reformed Church in Wynberg, built in 1831 and celebrated in another version

of this composition sold by Strauss & Co, *The Old Dutch Reformed Church, Wynberg* for R284 200 as lot 718 on 17 March 2014. Like the other example, this wintery and atmospheric work records congregants leaving the church on a quiet Sunday morning against the historic architectural backdrop.

*Liesbeek River, Cape* (lot 713), dating from 1961, celebrates the convergence of man-made structures and nature in this riverside landscape. Its atmosphere is timeless and stylistically redolent of the work of Alfred Sisley, with sparse groups of people ambling within the scene, a well-proportioned sky, and river and foliage rendered in rich colours and flickering, lyrical brushwork.

712

**Terence McCaw**

SOUTH AFRICAN 1913–1978

*The White Church,  
Wynberg, Cape*

signed and dated 70; inscribed  
with the title on the reverse  
oil on canvas laid down on board  
60 by 75,5 cm

R90 000 – 120 000



713

**Terence McCaw**

SOUTH AFRICAN 1913–1978

*Liesbeek River, Cape*

signed and dated 61; inscribed  
with the artist's name and the  
title on the reverse  
oil on canvas  
60 by 74 cm

R50 000 – 70 000





714



715



716

**714**

**Gregoire Boonzaier**

SOUTH AFRICAN 1909–2005

*Agterbuurt*

signed and dated 1955

oil on canvas

47 by 63,5 cm

**R70 000 – 90 000**

**715**

**David Botha**

SOUTH AFRICAN 1921–1995

*Laborie, Paarl*

signed and dated '54; signed

on a label adhered to the

reverse

oil on canvas

48 by 58 cm

**R50 000 – 70 000**

PROVENANCE

Acquired from the artist by  
the current owner's father.

**716**

**Gregoire Boonzaier**

SOUTH AFRICAN 1909–2005

*House and Large Tree*

signed and dated 1990

oil on canvas

61 by 50 cm

**R180 000 – 240 000**

Unfinished *Street Scene*,  
verso.

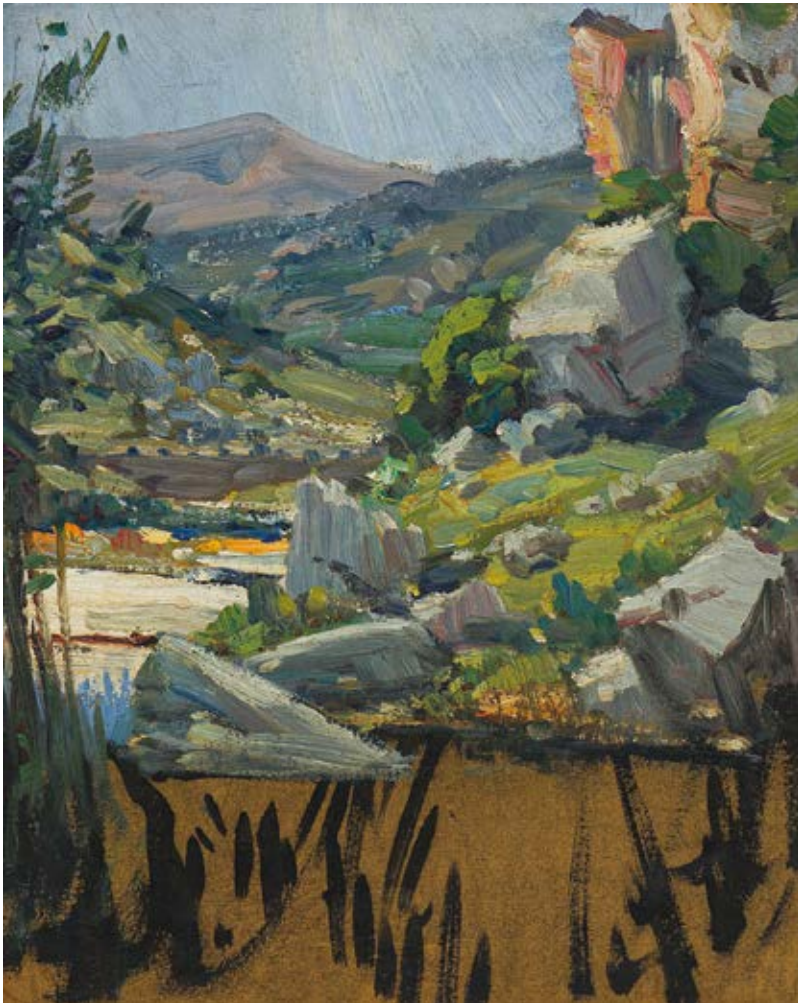




717



718



719

**717**

**Maurice van Essche**

SOUTH AFRICAN 1906–1977

*View of a Hilltop Town*

signed

oil on board

26 by 46,5 cm

R50 000 – 70 000

**718**

**Carl Knauf**

GERMAN 1909-1984

*Village in an Alpine Landscape*

signed

oil on canvas

68 by 60,5 cm

R30 000 – 50 000

**719**

**Hugo Naudé**

SOUTH AFRICAN 1868–1941

*Unfinished Landscape, Caledon*

inscribed with the artist's name and the title on a Pretoria Art Museum label (*Hugo Naudé Retrospective*, 1969) and a South African National Gallery label adhered to the reverse

oil on board

24,5 by 19,5 cm

R30 000 – 50 000

**PROVENANCE**

Stephan Welz & Co, Cape Town, 27 October 2008, lot 575. Private Collection.

**EXHIBITED**

Pretoria Art Museum, Pretoria, *Hugo Naudé Retrospective*, 1969. South African National Gallery, Cape Town, 1979.

**LITERATURE**

Adèle Naudé (1974) *Hugo Naudé*, Cape Town: Struik, illustrated on page 60 as figure 47.



720

**Marjorie Wallace**

SOUTH AFRICAN 1925–2005

*The Artist's Kitchen*

signed

oil on canvas

81 by 64,5 cm

R60 000 – 80 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



721



722

**721****Maud Sumner**

SOUTH AFRICAN 1902–1985

***A House in the Snow***  
**(Eathorpe Park, Warwickshire)**

signed

ink and watercolour on paper  
45 by 60 cm**R60 000 – 80 000****PROVENANCE**Strauss & Co, Johannesburg,  
7 November 2011, lot 49.  
Private Collection, Johannesburg.

Although the details are sketchy, the house depicted in this scene is Eathorpe Park, the Warwickshire home of Sumner's father's family. When Sumner was a student at Oxford in the 1920s, her grandmother and aunts still lived in the house, and Sumner visited and spent vacations there regularly, then and later. The house was eventually sold in the 1950s after the death of the last-surviving aunt.<sup>1</sup>

1. Frieda Harmsen (1992) *Maud Sumner: Painter and Poet*, Pretoria: Van Schaik, page 15.



723

**722****Maud Sumner**

SOUTH AFRICAN 1902–1985

***Landscape with Lake and Hills***ink and watercolour on artist's  
board

46 by 60 cm

**R25 000 – 35 000****723****Maud Sumner**

SOUTH AFRICAN 1902–1985

***Bridges over the Thames***

signed

oil on canvas  
49 by 98 cm**R180 000 – 240 000**

Thanks to Gerard de Kamper for his assistance in cataloguing this lot.



724

**Johannes Meintjes**

SOUTH AFRICAN 1923–1980

***Seun met Boek*  
(Boy with Book – Portrait of  
Pieter Marincowitz)**

signed and dated '48; a copy of the Johannes Meintjes diary entry that refers to the painting adhered to the reverse

oil on wood panel  
71 by 53 cm

**R100 000 – 150 000**

**PROVENANCE**

Laerskool Sentraal, Bloemfontein.

**EXHIBITED**

Oranje-Koffiehuys, Bloemfontein,  
*Johannes Meintjes Exhibition*, 30 July to  
13 August 1949, catalogue number 21.

**LITERATURE**

Johannes Meintjes (1948) *Dagboek  
van Johannes Meintjes: Deel II*, Molteno:  
Bamboesberg, mentioned in the entry  
for 4 August 1949 on page 128.  
Art Critic PJA (1949) 'The Friend',  
11 August.

Johannes Meintjes catalogue number  
JM 219.



725

**Johannes Meintjes**

SOUTH AFRICAN 1923–1980

***Lake with Figure and Horse***

signed and dated 1961  
oil on canvas laid down on board  
35 by 44,5 cm

**R60 000 – 80 000**

**PROVENANCE**

Jacques van Colter, Meyerton.  
Private Collection.

**EXHIBITED**

Art Hall of the National Museum,  
Bloemfontein, *Johannes Meintjes  
Exhibition*, 2 to 7 April 1962, catalogue  
number 30.

**LITERATURE**

Staff Reporter (1962) 'Regter en Mev S  
Hofmeyer saam met Mnr Johannes  
Meintjes', *Die Volksblad*, Bloemfontein,  
4 April, illustrated.

Johannes Meintjes catalogue number  
JM 736.



726

## Johannes Meintjes

SOUTH AFRICAN 1923–1980

### *Jong Minnaars (Young Lovers)*

signed and dated '49

oil on board

47,5 by 47 cm

R80 000 – 120 000

#### PROVENANCE

Mr and Mrs Ray Edwards, Port Elizabeth.

Stephan Welz & Co in association with Sotheby's, Cape Town, 4 November 2003, lot 647.

Stephan Welz & Co in association with Sotheby's, Johannesburg, 27 March 2006, lot 380.

Private Collection.

#### EXHIBITED

Arts Hall, Port Elizabeth, *Johannes Meintjes Exhibition*, 21 to 26 July 1952, catalogue number 24.

#### LITERATURE

Athol Fugard (1952) 'Art and Morality', *Evening Post*, Port Elizabeth, 25 July. Staff Reporter (1952) 'Johannes could draw before he could write', *Evening Post*, Port Elizabeth, 26 July, illustrated. Johannes Meintjes (1975) *Dagboek van Johannes Meintjes: Deel III*, Molteno: Bamboesberg, page 68.

Johannes Meintjes catalogue number JM 274.



Copy of the *Evening Post* newspaper clipping about the work adhered to the reverse:

'I returned from Port Elizabeth yesterday at 8.45pm after a wild ten days in the Bay. My exhibition was in the local art gallery and shook PE to its foundations. There was a dispute over my work in the press, strings of letters attacking and more defending; columns published. I was on the front page of the *Evening Post* twice, and the correspondence was mainly about

my painting *Young Lovers*. The dispute was also reported on the covers of other newspapers. In the evenings, hordes visited the gallery, mainly out of curiosity, because sales were not so good. However, the prestige and publicity were unmatched in my career. In those regions, I am now famous and could barely move in public.'

1. Johannes Meintjes (1975) *The Diary of Johannes Meintjes: Volume III, April 1951–1955*, Molteno: Bamboesberg, page 68.



727

**Hannes Hars**

SOUTH AFRICAN 1927–2006

*Abstract Composition*

signed and dated '81 twice  
on the reverse  
carved yellowwood panel  
180 by 49 by 7 cm

R25 000 – 35 000



728

**Lucky Sibiyi**

SOUTH AFRICAN 1942–1999

*Totem*

signed and dated 98  
carved wood on wooden base  
height: 220 cm

R25 000 – 35 000



729

**Norman Catherine**

SOUTH AFRICAN 1949–

*Totem*

signed and numbered AP  
carved and painted wood  
height: 195 cm

R100 000 – 150 000

**PROVENANCE**

Acquired from the artist by  
the current owner.  
Private Collection

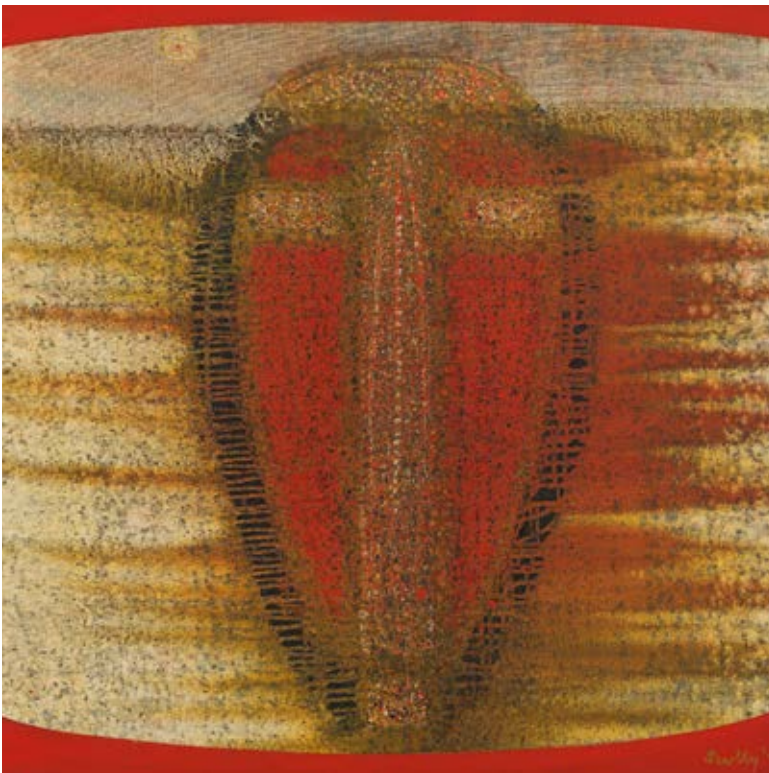
The lot includes a painted  
wood plinth, height: 30 cm.



730



731



732

**730**

**Hannatjie van der Wat**

SOUTH AFRICAN 1923–2020

*Zoem*

signed and dated 69; signed,  
dated and inscribed with the  
title on the reverse

oil on canvas

122 by 92 by 2 cm

R30 000 – 50 000

**731**

**Hannatjie van der Wat**

SOUTH AFRICAN 1923–2020

*Man in Space*

signed, dated 70 and inscribed  
with the title on the reverse

oil on canvas

123 by 92 by 2 cm

R30 000 – 50 000

**732**

**Larry Scully**

SOUTH AFRICAN 1922–2002

*Mask*

signed and dated '76  
oil on canvas

90 by 90 cm

R30 000 – 50 000



733



734



735

**733**

**Benjamín Palencia**

SPANISH 1894-1980

*Rainbow Trout*

signed  
oil on canvas  
37 by 45,5 cm

**R40 000 – 60 000**

**PROVENANCE**

Antonio Garrigues y Diaz-  
Caabate, Marqués de  
Garrigues, Madrid.

**734**

**Benjamín Palencia**

SPANISH 1894-1980

*Poppies*

signed, dated 1963 and  
inscribed 'These poppies  
from Spain in an offering  
of affection to Isabella  
Garrigues from the painter'  
in Spanish  
oil on canvas  
37 by 60 cm

**R40 000 – 60 000**

**PROVENANCE**

A gift from the artist to the  
current owner's late wife.

**735**

**Christo Coetzee**

SOUTH AFRICAN 1929-2000

*Rose*

signed; signed, dated 93  
and inscribed with the  
title on the reverse  
mixed media on board  
121 by 121 cm

**R80 000 – 120 000**

**PROVENANCE**

Strauss & Co, Cape Town,  
14 March 2016, lot 524.  
Private Collection.





736

## Christo Coetzee

SOUTH AFRICAN 1929–2000

### *Harlequin Fish*

signed; inscribed with the artist's name on the frame; inscribed with the artist's name, the title, the medium and 'Temple Newsam' on a Hanover Gallery label adhered to the reverse

oil on board, in artist's original frame  
59 by 120,5 cm

R200 000 – 300 000

#### PROVENANCE

Joseph Farley, acquired directly from the artist. (Joe Farley was an artist and picture framer, and a friend of Christo Coetzee, who lived in Cape Town until he moved to London circa 1954–5. In 1962, he and his wife Madalyn Farley founded the renowned prop rental firm Farley).  
Private Collection, Johannesburg.

#### EXHIBITED

Hanover Gallery, London, *Still Life Paintings by Christo Coetzee*, 17 March to 15 April 1955.  
Standard Bank Gallery, Johannesburg, *The Safest Place is the Knife's Edge: Christo Coetzee (1929–2000)*, 5 October to 1 December 2018.

#### LITERATURE

Muller Ballot (1999) *Christo Coetzee*, Cape Town: Human & Rousseau, illustrated in black and white on page 29, titled *Still-life with Strange Fish in Basket (1954–5)*.  
Wilhelm van Rensburg (ed) (2018) *The Safest Place is the Knife's Edge: A Retrospective Exhibition of the Works of Christo Coetzee*, Johannesburg: Standard Bank, illustrated in colour on page 40, titled *Still-life with Strange Fish in Basket (1954–5)*.

Arguably one of the best still lifes on Christo Coetzee's exhibition at the Hanover Gallery in London in 1955, *Harlequin Fish* represents the culmination of the first phase of Coetzee's artistic career, which he labelled his Genre Painting period. After studying at Wits under Heather Martienssen, and then under William Coldstream at the Slade School of Art, Coetzee became part of the group of British and continental Modernist artists in the Grosvenor stable that included Francis Bacon, Lucian Freud, Frank Auerbach and Alberto Giacometti. Anthony Denney, a London-based society photographer was his chief mentor and patron at this time, opening up many opportunities for the young Coetzee to work in Paris, and enabling him to visit Japan, where he came under the spell of the famous Gutai group of artists.



737

**Anton Smit**

SOUTH AFRICAN 1954–

*Grace Cut Torso*

signed, dated 2019 and numbered

15/24

GRP (Glass Reinforced Polymer)

height: 80 cm

R80 000 – 120 000



738

**Norman Catherine**

SOUTH AFRICAN 1949–

*Head Light*

signed and numbered 1/9

on the underside

bronze

height: 40 cm

R40 000 – 60 000



739

**Frans Claerhout**

SOUTH AFRICAN 1919–2006

*Birdman*

signed and numbered 9/10

bronze

height: 47 cm

R50 000 – 70 000

740

**Robin Lewis**

SOUTH AFRICAN 1942–1988

**Raptor Attack**

signed and dated '85  
copper with a verdigris patina  
on a Perspex base  
height: 80 cm

R50 000 – 70 000



740

741

**Florian Wozniak**

SOUTH AFRICAN 1962–

**Kneeling Nude**

signed, dated 04 and numbered 7/9  
bronze with a black patina  
height: 34 cm

R40 000 – 60 000



741

742

**Dylan Lewis**

SOUTH AFRICAN 1964–

**Lesser Kestrel (S20)**

signed, dated 93 and numbered 7/15  
bronze with a brown patina  
height: 35,5 cm

R60 000 – 80 000

LITERATURE

Laura Twiggs (ed) (2011) *Dylan Lewis: Animal Bronzes 1989-2005: The Collectors' Guide*, Cape Town: Pardus, another cast from the edition illustrated on page 21.

'This kestrel is among the first sculptures to be cast in the foundry Lewis established. Called 'The African Bronze Foundry', it produced all of his work over the next six years.'

1. Laura Twiggs (ed) (2011) *Dylan Lewis: Animal Bronzes 1989-2005: The Collectors' Guide*, Cape Town: Pardus, page 21.



742

743

**Dylan Lewis**

SOUTH AFRICAN 1964–

**Flying Red-billed Teal Brace (So41)**

1996  
signed, dated 95 and numbered 4/12  
bronze on a granite base  
height: 87 cm

R150 000 – 200 000

LITERATURE

Christie's (2007) *Predators and Prey: The Animal Bronzes of Dylan Lewis*, auction catalogue, 11 June, London: Christie's, another example from the edition illustrated on page 61.

'This piece looks into the speed and agility of ducks. They are very fast fliers and on coming into water, they often bank and curve. The wildness and speed of that bank and turn, also the beauty of the wing forms, and the calling as they land, are what inspired this work.'

*Dylan Lewis*



743



744



745



746

**744**

**Hennie Niemann Jnr**

SOUTH AFRICAN 1972-

*The Reader – Asturias, Spain*

signed with the artist's initials and dated 13; inscribed with the artist's name, the date and the title on the reverse

oil on canvas

89 by 59 cm

**R120 000 – 160 000**

**745**

**Hennie Niemann Jnr**

SOUTH AFRICAN 1972-

*The Watercarrier*

signed with the artist's initials and dated 2000

oil on paper

74 by 55,5 cm

**R40 000 – 60 000**

**746**

**Hennie Niemann Jnr**

SOUTH AFRICAN 1972-

*The Dance*

signed with the artist's initials and dated 06; signed, dated and inscribed with the title on the reverse

oil on canvas

109,5 by 99 cm

**R150 000 – 200 000**

PROVENANCE

Strauss & Co, Cape Town,

4 February 2013, lot 569.

Private Collection.



748



749



747

**747**

**Hennie Niemann Jnr**

SOUTH AFRICAN 1972–

*Prelude to the Dance II*

signed with the artist's initials and dated 15; inscribed with the artists name, the date and the title on the reverse  
oil on canvas  
90 by 70 cm

**R120 000 – 160 000**



750

**748**

**Frans Claerhout**

SOUTH AFRICAN 1919–2006

*The Donkey Cart*

signed  
oil on board  
78 by 121,5 cm  
**R50 000 – 70 000**

**749**

**Pranas Domsaitis**

SOUTH AFRICAN 1880–1965

*Karoo Bright Morning*

signed  
oil on board  
49 by 59,5 cm  
**R40 000 – 60 000**

**750**

**Alexander Rose-Innes**

SOUTH AFRICAN 1915–1996

*Seated Woman*

signed  
oil on board  
63 by 29,5 cm  
**R40 000 – 60 000**

**PROVENANCE**

Acquired from the artist by the current owner's parents.

*People Sleeping at the Foot of a Tree, verso.*

751

**Freida Lock**

SOUTH AFRICAN 1902–1962

*Flowers in a Vase*

signed and dated 43  
oil on canvas  
49 by 38,5 cm

R50 000 – 70 000

PROVENANCE

Acquired from the artist by  
Dr Sol Cohen, Cape Town,  
in the 1950s.



751

752

**Hennie Niemann Jnr**

SOUTH AFRICAN 1972–

*Still Life with Pears*

signed with the artist's  
initials and dated 06;  
inscribed with the artist's  
name, the title and the  
medium on a Johans  
Borman Gallery label  
adhered to the reverse  
oil on board  
56 by 42 cm

R50 000 – 70 000



752

753

**Walter Meyer**

SOUTH AFRICAN 1965–2017

*Still Life with Vases and Bottles*

signed with the artist's  
initials and dated 99  
oil on canvas  
30 by 39 cm

R25 000 – 35 000



753

754

**Freida Lock**

SOUTH AFRICAN 1902–1962

*Still Life with Hydrangeas and Bowl*

signed and dated 1938  
oil on canvas  
69,5 by 54,5 cm

R120 000 – 160 000

PROVENANCE

Strauss & Co, Cape Town,  
13 October 2014, lot 645.  
Private Collection.



754



755

**Adriaan Boshoff**

SOUTH AFRICAN 1935–2007

*Under the Wind*

signed

oil on canvas laid down  
on board

95 by 120 cm

R300 000 – 500 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



756



757



758

**756**

**Alfred Krenz**

SOUTH AFRICAN 1899–1980

*Mapoch Settlement*

signed and dated 1965

oil on board

59 by 82 cm

R40 000 – 60 000

**757**

**Bettie Cilliers-Barnard**

SOUTH AFRICAN 1914–2010

*Suspensie*

signed and dated 1987; inscribed

with the title and numbered 16

on the reverse

oil on canvas

91 by 90 cm

R40 000 – 60 000

**758**

**Nerine Desmond**

SOUTH AFRICAN 1908–1993

*The Three Wives, Transkei*

signed; inscribed with the artist's

name and the title on the reverse

oil on panel

62 by 76 cm

R35 000 – 50 000





759



760



761

**759**  
**Norman Catherine**  
 SOUTH AFRICAN 1949–  
*Jungle Jive*  
 signed and dated 1990  
 gouache on paper  
 20 by 67 cm  
**R80 000 – 120 000**

**760**  
**Willie Bester**  
 SOUTH AFRICAN 1956–  
*Whites Only*  
 signed and dated 90;  
 inscribed with the title on  
 the frame  
 mixed media, found objects  
 and collage on board  
 88 by 58 cm  
**R30 000 – 50 000**

**761**  
**Diane Victor**  
 SOUTH AFRICAN 1964–  
*Smoke Hand*  
 signed  
 mixed media and smoke  
 on paper  
 sheet size: 46 by 71 cm  
**R30 000 – 50 000**



762

**762**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Ivor*

signed, dated 1993 and  
numbered 9/9  
painted bronze  
33 by 58 by 45 cm

**R40 000 – 60 000**

Produced under license  
during the artist's lifetime.



764

**764**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*African Mask*

signed and dated 1997  
painted steel  
height: 62 cm

**R70 000 – 100 000**



763

**763**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Abstract Form*

signed and dated 1978  
bronze on a chrome base  
height: 33,5 cm

**R25 000 – 35 000**



765

**Dumile Feni**

SOUTH AFRICAN 1942–1991

*Man with Crossed Arms*

signed and numbered 8719

ink on paper

93 by 61 cm

R150 000 – 200 000



766

**Dumile Feni**

SOUTH AFRICAN 1942–1991

*Mother and Child*

ink on paper

103 by 65,5 cm

R150 000 – 200 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

767

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*Washerwomen*

signed and dated 12.4.1967;  
inscribed with the title and the  
medium on the reverse in pencil  
watercolour and ink on paper  
30 by 32 cm

R100 000 – 150 000



© The Estate of Peter Clarke | DALRO

768

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*Love in a Bleak Landscape*

signed and dated 3.6.1966;  
inscribed with the title on the  
reverse of the board  
gouache on paper  
24 by 30 cm

R100 000 – 120 000



© The Estate of Peter Clarke | DALRO

769

### Cecil Skotnes

SOUTH AFRICAN 1926–2009

#### *Man's Gold*, portfolio

each woodcut signed and numbered  
'Artist Proof XII/XV' in pencil in the  
margin;  
colour woodcuts  
each sheet size: 38,5 by 53,5 cm;  
solander box size: 41 by 56,5 by 5 cm

R40 000 – 60 000

A portfolio of 28 woodcuts by Cecil Skotnes, 6 poems and text by Stephen Gray, based on ideas by Denis Godfrey, published in Johannesburg from August 1975 to January 1979. These woodcuts were printed from original blocks in 2 to 5 colours on Zerkall Buetten paper by Egon Guenther, edition limited to 75 copies and 15 Artist's Proofs numbered I to XV, in a leather-bound solander box covered in full Oasis goatskin, made by Peter Carstens.



© The Estate of Cecil Skotnes | DALRO

770

### Peter Clarke

SOUTH AFRICAN 1929–2014

#### *Limits*, artist's book

signed with the artist's signature  
and monogram, dated December  
1996, and inscribed with the title  
collage and mixed media  
10,5 by 18,5 by 1,5 cm

R20 000 – 30 000

#### PROVENANCE

Acquired from the artist by the  
current owner.





771



772



773

771

**Andy Warhol**

AMERICAN 1928–1987

**Brooklyn Bridge**

signed, numbered 156/200 and embossed with the printmaker's chopmark; the Andy Warhol Copyright ink stamp dated 1983 on the reverse  
screenprint on Lenox Museum board  
100 by 100 cm

**R250 000 – 350 000**

LITERATURE

Frayda Feldman and Jörg Schellmann (2015) *Andy Warhol Prints: A Catalogue Raisonné 1962–1987*, New York: Distributed Art, another print from the edition illustrated on page 129.

773

**Mr. Brainwash**

FRENCH 1966–

**Torn Spray Can**

signed and numbered 27/150  
screenprint  
75 by 54,5 cm

**R18 000 – 20 000**

772

**Andy Warhol**

AMERICAN 1928–1987

**Mao**

1986

signed in the plate, signed in black and numbered 2214/2400 in pencil in the margin; publisher's stamp on the reverse of the work  
lithograph  
sheet size: 60 by 58 cm

**R60 000 – 80 000**

LITERATURE

Frayda Feldman and Jörg Schellmann (2015) *Andy Warhol Prints: A Catalogue Raisonné 1962–1987*, New York: Distributed Art, another impression from the edition illustrated on page 82.

This work was published by the CMOA (Carnegie Museum of Art), Pittsburgh, USA.

774

**Pablo Picasso**

SPANISH 1881-1973

*La Toilette de la Mère, from  
La Suite des Saltimbanques*

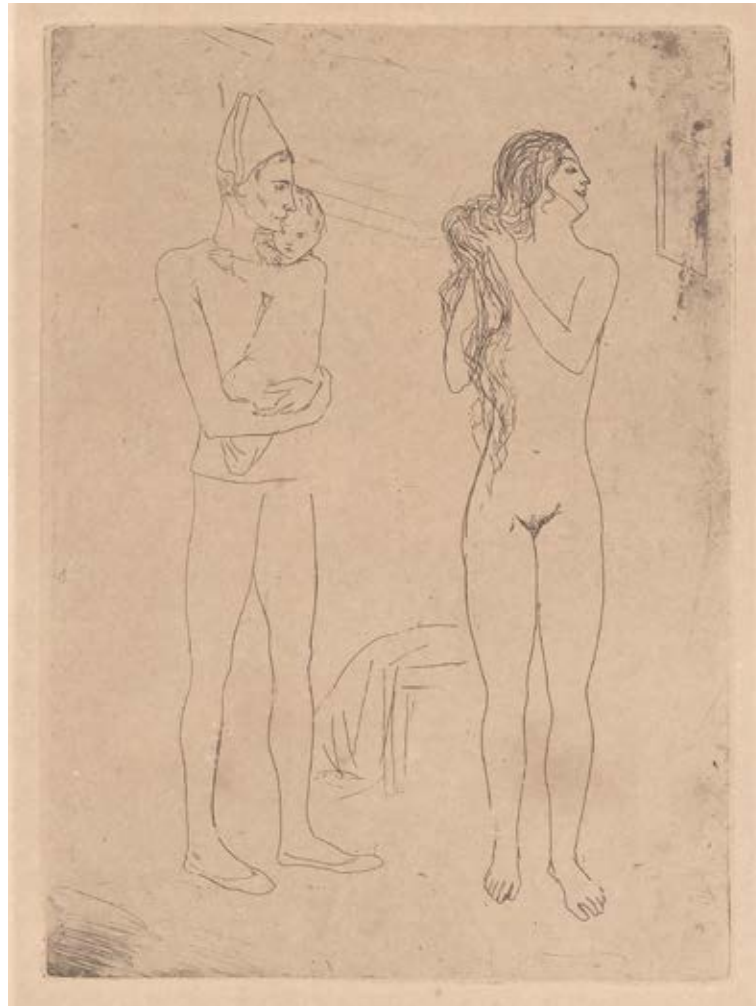
etching

image size: 23 by 18 cm

R50 000 – 70 000

PROVENANCE

Joe Wolpe.



© Picasso Administration | DALRO

775

**Giorgio Morandi**

ITALIAN 1890-1964

*Piccola natura morta con tre  
oggetti (Small Still Life with  
Three Objects)*

signed and numbered 28/100 in  
pencil in the margin, signed and  
dated 1961 in the plate  
etching

image size: 12 by 15,5 cm

R100 000 – 150 000



TO PLACE A BID CLICK ON THE RED LOT NUMBER



776



777



778



779

**776****Man Ray**

AMERICAN 1890–1976

***Les Larmes (The Tears), c.1932***

stamped with the Carnegie Museum of Art stamp on the reverse  
gelatin silver print  
sheet size: 23,5 by 20,5 cm, unframed

**R50 000 – 70 000****PROVENANCE**

Acquired from the estate of a former employee of Griffelkunst-Vereinigung.

Published by Griffelkunst-Vereinigung, Hamburg.

**777****Robert Doisneau**

FRENCH 1912–1994

***Un Enlèvement à Abbotsbury, 1961***

signed in the margin; signed, dated 1981 and inscribed with the title on the reverse of the paper; numbered 32:Ph:20:Fr:81 and Crw#355 and inscribed 'printed in 1981' on the reverse  
gelatin silver print  
image size: 23,5 by 30 cm

**R30 000 – 50 000****778****Ruth Orkin**

AMERICAN 1921–1985

***American Girl in Italy, Florence, 1951***

embossed with the Ruth Orkin chopmark in the margin; authorised and signed by Mary Engel, daughter of Ruth Orkin and Executrix of The Estate of Ruth Orkin, inscribed with the artist's name, the title and 'copyright 1952, 1980' in a Ruth Orkin Photo Archive stamp on the reverse of the work  
gelatin silver print  
35,5 by 50 cm

**R90 000 – 120 000****PROVENANCE**

Estate Ruth Orkin.  
Acquired by the current owner from Cavalier Galleries, New York.

**779****Ruth Bernhard**

AMERICAN 1905–2006

***Classic Torso, 1952***

signed in pencil in the margin; signed, dated and inscribed with the title in pencil on the reverse  
gelatin silver print  
sheet size: 34,5 by 26 cm

**R70 000 – 90 000****PROVENANCE**

Christie's, New York.



780

**Henri Cartier-Bresson**

FRENCH 1908–2004

*Henri Matisse, Vence, France, 1944*

embossed with the Henri Cartier-Bresson chopmark  
gelatin silver print  
image size: 30 by 44,5 cm

**R120 000 – 160 000**

**PROVENANCE**

Hindman Auctioneers, Chicago.

**LITERATURE**

Henri Cartier-Bresson (1968) *The World of Cartier-Bresson*, New York: Viking Press, another print from the edition illustrated as plate 121.

Phillips (2017) *Henri Cartier-Bresson: The Eye of the Century*, New York: Phillips, illustrated as figure 34.

Henri Matisse first sat for Henri Cartier-Bresson at the end of 1943 ... The world-famous artist had duodenal cancer and believed himself to be dying. Matisse hated to be photographed and during his sittings, Cartier-Bresson would sit in the corner of the room in silence for hours whilst the artist and his model, Lydia Delectorskaya, continued their work. The photograph shows the artist with a pencil in one hand and a dove in the other, with a sketchbook open on his lap.

The cages surrounding Matisse highlight his passion for collecting birds from local markets. As well as doves, he kept songbirds, and would allow all of them to fly freely around the house, which was shared with his cats ... Cartier-Bresson's photograph exists as an important document which depicts Matisse as accurately as can be, in his home environment.<sup>1</sup>

1. *Huxley-Parlour Gallery*; Henri Matisse at his Home, 'Le Rêve', by Henri Cartier-Bresson; <https://huxleyparlour.com/henri-matisse-at-his-home-le-reve-by-henri-cartier-bresson/>

781

**Henri Cartier-Bresson**

FRENCH 1908–2004

*A Spanish Scene: Village of Ariza, Aragon, Spain, 1953*

inscribed 'To John Seeley in grateful appreciation of your kind cooperation, Henri Cartier-Bresson' and stamped with Magnum Photo stamp  
gelatin silver print before 1960  
20 by 30 cm

**R90 000 – 120 000**

**PROVENANCE**

Acquired from the artist by John Seeley, Director of the IBM Gallery, New York. Heritage Auctions, Dallas.

After the publication of Henri Cartier-Bresson's monograph *The Decisive Moment* in 1952, a traveling exhibition of the same name toured several countries, starting at the Louvre in Paris in 1955 and ending at the IBM Gallery in New York in 1960. John Seeley was the Director of the IBM Gallery at the time.

782

**Yousuf Karsh**

ARMENIAN/CANADIAN 1908–2002

*Winston Churchill, 1941*

signed; stamped ©Karsh, Ottawa, on the reverse of the paper; stamped Copyright Karsh, Ottawa, on a label adhered to the reverse  
gelatin silver print  
image size: 22 by 17 cm

**R150 000 – 200 000**

**PROVENANCE**

Heritage Auctions, Dallas.



780



781



782

783

**Norman Catherine**

SOUTH AFRICAN 1949–

*Fly by Night*

2012  
signed  
oil on canvas  
46 by 61 cm

R80 000 – 120 000

PROVENANCE

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

Catalogue number OC/220.



784

**Norman Catherine**

SOUTH AFRICAN 1949–

*Full Moon*

2012  
signed  
oil on canvas  
46 by 61 cm

R80 000 – 120 000

PROVENANCE

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

Catalogue number OC/221.



785

**Norman Catherine**

SOUTH AFRICAN 1949–

*Encounter*

2012  
signed  
oil on canvas  
46 by 61 cm

R80 000 – 120 000

PROVENANCE

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

Catalogue number OC/222.





786

**Sam Nhlengethwa**

SOUTH AFRICAN 1955-

*Miners, five*

each signed and dated '96

oil on wood panel

four, each 30 by 32 cm;

one, 32 by 77 cm

R120 000 – 160 000



787

**Sam Nhlengethwa**

SOUTH AFRICAN 1955-

*Portrait III*

signed and dated '05; signed,

dated and inscribed with the

title on the reverse

oil and collage on canvas

65 by 65 cm

R40 000 – 60 000



TO PLACE A BID CLICK ON THE RED LOT NUMBER



788



789



790

© The Estate of Ephraim Ngatane | DALRO

**788**

**Hussein Salim**

SUDANESE 1966–

*My Village (Sudan)*

signed and dated 2013;  
inscribed with the  
artist's name, the date,  
the title, the medium  
and P.M.burg SA on the  
reverse

acrylic on canvas  
130,5 by 150 cm

**R30 000 – 50 000**

PROVENANCE

Strauss & Co,  
Johannesburg, 20 May  
2019, lot 144.

**789**

**Sidney Goldblatt**

SOUTH AFRICAN 1919–1979

*Street View*

signed  
oil on canvas  
75 by 61 cm

**R20 000 – 30 000**

**790**

**Ephraim Ngatane**

SOUTH AFRICAN 1938–1971

*Township Scene*

signed and dated 69  
oil on board  
50 by 75 cm

**R100 000 – 160 000**



791

**791**

**Gordon Vorster**

SOUTH AFRICAN 1924–1988

*Zebras among the Trees*

signed

oil on canvas laid down on board

92 by 135 cm

R50 000 – 70 000

**792**

**Sydney Kumalo**

SOUTH AFRICAN 1935–1988

*Mother and Child*

signed and dated 73

mixed media on paper

55 by 75 cm

R30 000 – 50 000



792

TO PLACE A BID CLICK ON THE RED LOT NUMBER



793

**Cecily Sash**

SOUTH AFRICAN 1924–2019

**No 1 (Abstract Figure)**

signed and dated '64; inscribed with the artist's name and the title on a label adhered to the front; inscribed with the artist's name on the reverse  
oil on plaster mounted on wood panel  
height: 93cm including panel

R20 000 – 30 000



794

**Mongezi Ncaphayi**

SOUTH AFRICAN 1983–

**Abstract Composition**

signed and dated 2020  
watercolour and acrylic  
on paper  
sheet size: 76 by 55 cm

R20 000 – 30 000



795

**Walter Battiss**

SOUTH AFRICAN 1906–1982

**Invention of Fook Alphabet**

signed  
oil on canvas  
50,5 by 40,5 cm

R150 000 – 200 000



796

**Alexis Preller**

SOUTH AFRICAN 1911–1975

*Abstract Composition*

signed and dated '56/7  
oil on sandpaper laid down  
on board  
30 by 33,5 cm

R100 000 – 150 000



797

**Cecily Sash**

SOUTH AFRICAN 1924–2019

*Abstract Composition*

signed and dated '61  
oil and plaster on canvas  
laid down on board  
80 by 55 cm

R25 000 – 35 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

798

**Esther Mahlangu**

SOUTH AFRICAN 1935-

*Ndebele Geometric Design I*

signed and dated 2007; inscribed with the artist's name, the date, the title and the medium on the reverse natural pigment on canvas  
60 by 80 cm

R30 000 – 50 000



799

**Esther Mahlangu**

SOUTH AFRICAN 1935-

*Ndebele Geometric Design II*

signed and dated 2007; inscribed with the artist's name, the date, the title and the medium on the reverse natural pigment on canvas  
60 by 80 cm

R30 000 – 50 000



800

**Esther Mahlangu**

SOUTH AFRICAN 1935-

*Ndebele Geometric Design III*

signed and dated 2016  
natural pigment on canvas  
50,5 by 70 cm

R30 000 – 50 000

**EXHIBITED**

UCT Irma Stern Museum, Cape Town, *Esther Mahlangu 80 Exhibition*, November 2015, illustrated in the exhibition catalogue in colour on page 61.



TO PLACE A BID CLICK ON THE RED LOT NUMBER





801



802



803

**801**

**Walter Meyer**

SOUTH AFRICAN 1965–2017

*Agaatsrand*

signed with the artist's initials  
and dated 02  
oil on canvas  
49 by 63,5 cm

**R40 000 – 60 000**

PROVENANCE

Johans Borman Fine Art, Cape Town.  
Private Collection.

**802**

**Nico Roos**

SOUTH AFRICAN 1940–2008

*Abstract Landscape*

oil on board  
49 by 58 cm

**R15 000 – 20 000**

**803**

**Paul du Toit**

SOUTH AFRICAN 1922–1986

*Abstract Landscape*

signed  
oil on canvas paper  
23,5 by 40 cm

**R40 000 – 60 000**

TO PLACE A BID CLICK ON THE RED LOT NUMBER



804



805



806

**804**

**Sydney Carter**

SOUTH AFRICAN 1874–1945

*Landscape with Figures  
and Stream*

signed  
gouache on artist's board  
57 by 73 cm

**R20 000 – 30 000**

**805**

**Walter Meyer**

SOUTH AFRICAN 1965–2017

*Breede River, Near Robertson*

signed with the artist's initials and  
dated 08; inscribed with the artist's  
name, the title and the medium on  
a Graham's Fine Art Gallery label  
adhered to the reverse  
oil on canvas  
55 by 70 cm

**R50 000 – 70 000**

**806**

**Pranas Domsaitis**

SOUTH AFRICAN 1880–1965

*Figure and Cows  
in a Forest*

signed  
oil on board  
59 by 49 cm

**R40 000 – 60 000**



807



808



809

**809**

**Mmakgabo Mmapula Helen Sebidi**

SOUTH AFRICAN 1943–

*A Little Vellage (sic) Near Pietersburg, NTVL*

signed; inscribed with the artist's name

and the title on the reverse

oil on board

29 by 49,5 cm

**R40 000 – 60 000**

**807**

**Maurice van Essche**

SOUTH AFRICAN 1906–1977

*Landscape with Distant Mountains*

signed and dated 41

oil on board

54 by 65 cm

**R80 000 – 120 000**

**808**

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*View of Pretoria*

signed and dated Feb 48

oil on panel

37 by 39 cm

**R150 000 – 200 000**

**PROVENANCE**

Private Collection Murray Schoonraad.

**LITERATURE**

Murray Schoonraad (1976) *Walter Battiss*, Cape Town: Struik, illustrated in colour on page 32 as figure 14.

Karin Skawran (2005) *Walter Battiss: Gentle Anarchist*, Johannesburg: Standard Bank Gallery, illustrated in colour on page 177.



© Andrew Verster | DALRO

810

**Andrew Verster**

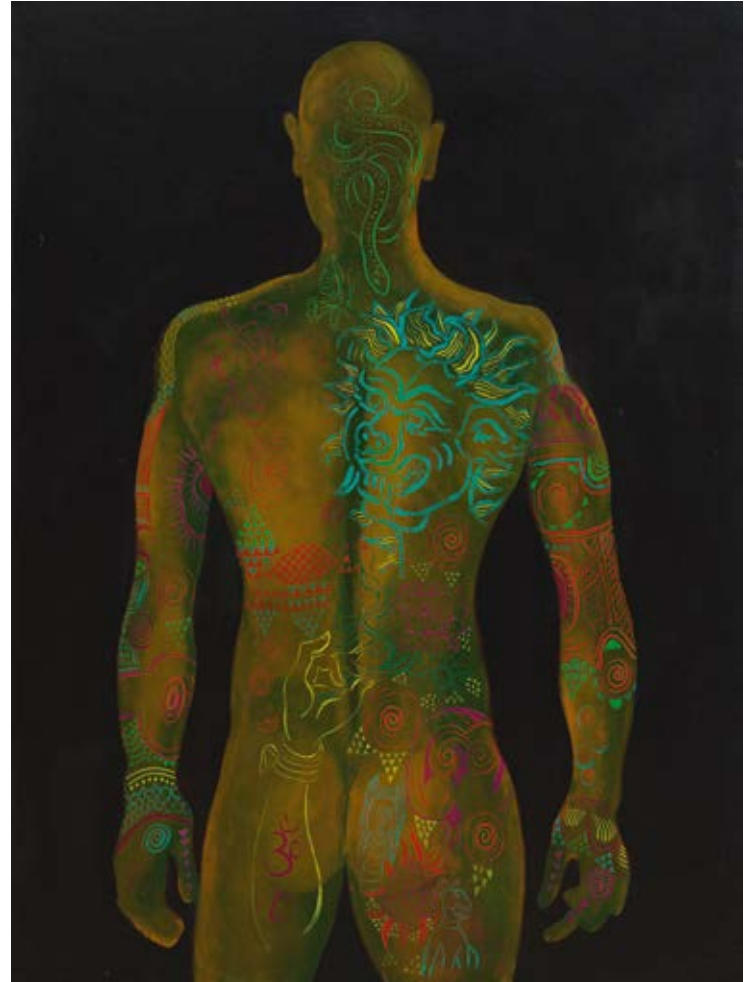
SOUTH AFRICAN 1937–2020

*Tattooed Man I*

oil on canvas

122 by 91 by 2 cm

R50 000 – 70 000



© Andrew Verster | DALRO

811

**Andrew Verster**

SOUTH AFRICAN 1937–2020

*Tattooed Man II*

oil on canvas

122 by 91 by 2 cm

R50 000 – 70 000



812

**Hannatjie van der Wat**

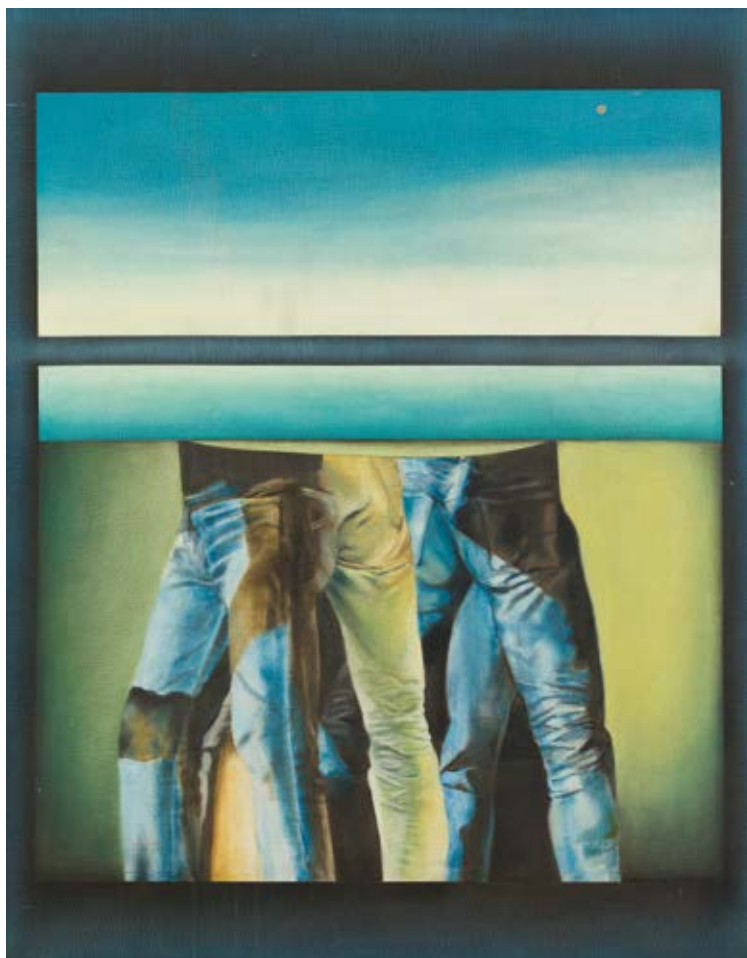
SOUTH AFRICAN 1923–2020

*Goudstad: Stadsbepeinsing I*

signed and dated 67; dated 67 and  
inscribed with the artist's name and  
the title on the reverse

oil on canvas  
122 by 90 cm

R40 000 – 60 000



813

**Berenice Michelow**

SOUTH AFRICAN 1930–

*Jeans*

signed and dated 82  
oil on canvas  
153 by 120 cm

R20 000 – 30 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER



814

**Judith Mason**

SOUTH AFRICAN 1938–2016

*Women Artists Need Wives*

signed

pencil, oil and gold leaf on board  
181 by 152 cm

R200 000 – 300 000

Esmé Berman calls it visual synecdoche – Judith Mason’s practice of using ‘a fragment of a personal icon or element of an objective form, employed to represent the whole; which whole was, in itself, a metaphor for some other entity or thought.’<sup>1</sup> And this is abundantly clear in Mason’s *Women Artists Need Wives*: the personal icons harnessed in this stupendous portrait include a disembodied pair of denim dungarees, often worn by Mason in her studio; a set of faces portrayed from different angles, frontal and in profile, floating on top of the dungarees; and two implied, outstretched Shiva-like arms, the pair of hands visible. Not only do these elements constitute the self, the individual artist, Judith Mason, but also another entity or thought, namely the creative artist in general.

The hands are the artistic tools with which Mason creates her icons; they write as much as they paint. In the top left corner of the canvas three collage-like pieces of paper contains texts in her own hand, one exhibiting a distinct self-deprecating tone: ‘These fragments I have shaped against my ruins’; the other, a wry comment on the nature of artistic creators: ‘Artists are like fragile jesters in a mirror’. It is, however, the sheer beauty created by these hands that triumphs in the end. They create such phenomenal images as the intertwined body of a snake spiralling upwards on the implied left arm and morphing into a magnificent magnolia flower standing for its mouth. A mischievous monkey is perched on her right hand, a hand is dipping a tea bag, quite humorous and quotidian-like, into

an overflowing, if not spilled cup of tea.

Mason stashed away her images, her icons, in a grid-like structure at bottom right, images that include various depictions of hot air balloons and flying kites.

Mason continuously expands and reflects on her icons and their usefulness and their significance. Of animals, such as the endearing monkey, she references Claude Levi-Strauss, saying ‘Animals are not only good to eat, they are also useful to think with.’<sup>2</sup> She builds up quite comprehensive, always lyrical and poetic, and yet sophisticated, sets of synecdoche, as is very evident in the Mason offerings on this sale, all metaphors for disparate belief systems such as animism in *Tree Form* (lot 817), mysticism in *Reaching for the Sun* (lot 818)

and mythology in *Pegasus* (lot 819).

‘Only painting and poetry’, the artist says, ‘do not need the scholarly dotting of i’s and crossing of t’s. They enter at once into metaphor and have their own authority ... The arts can transfigure ideas very quickly and at a profound level. Herein lies their power.’<sup>3</sup> Mason’s *Women Artists Need Wives* certainly exudes this type of power.

1. Esmé Berman (1983) *Art and Artists of South Africa*, Cape Town: AA Balkema, page 276.
2. Judith Mason (1990) *An Essay on Encountering Dante’s Creatures*, appendix in the artist’s book, *A Dante Bestiary*, New York: Ombondi Editions.
3. Judith Mason (1973) ‘A Prospect of Icons’, in Frieda Harmsen (ed) *Art and Articles*, Cape Town: AA Balkema, page 190.



© The Estate of Judith Mason | DALRO

TO PLACE A BID CLICK ON THE RED LOT NUMBER

'This is one of a series of smallish oils I showed at Karen McKerron in the late nineties. This is a Buddhist monk, with his skull separate from his body, as skulls are kept as bowls and mementi mori by devotees. The silvered neck aperture echoes a skull bowl. The bell inside reminds one of the tinkle, clatter of bells in Buddhist temples as I experienced them in Nepal. The breath, and separation from the desires of the body are also indicated, as is the asceticism of Buddhist monks, in the leanness of the face.'

*Judith Mason*

**815**

**Judith Mason**

SOUTH AFRICAN 1938–2016

*Untitled (Head and Watch Charm)*

signed  
oil on board  
84 by 72 cm

**R80 000 – 120 000**

PROVENANCE

Russell Kaplan Auctioneers,  
Johannesburg, 2 August 2014,  
lot 87.

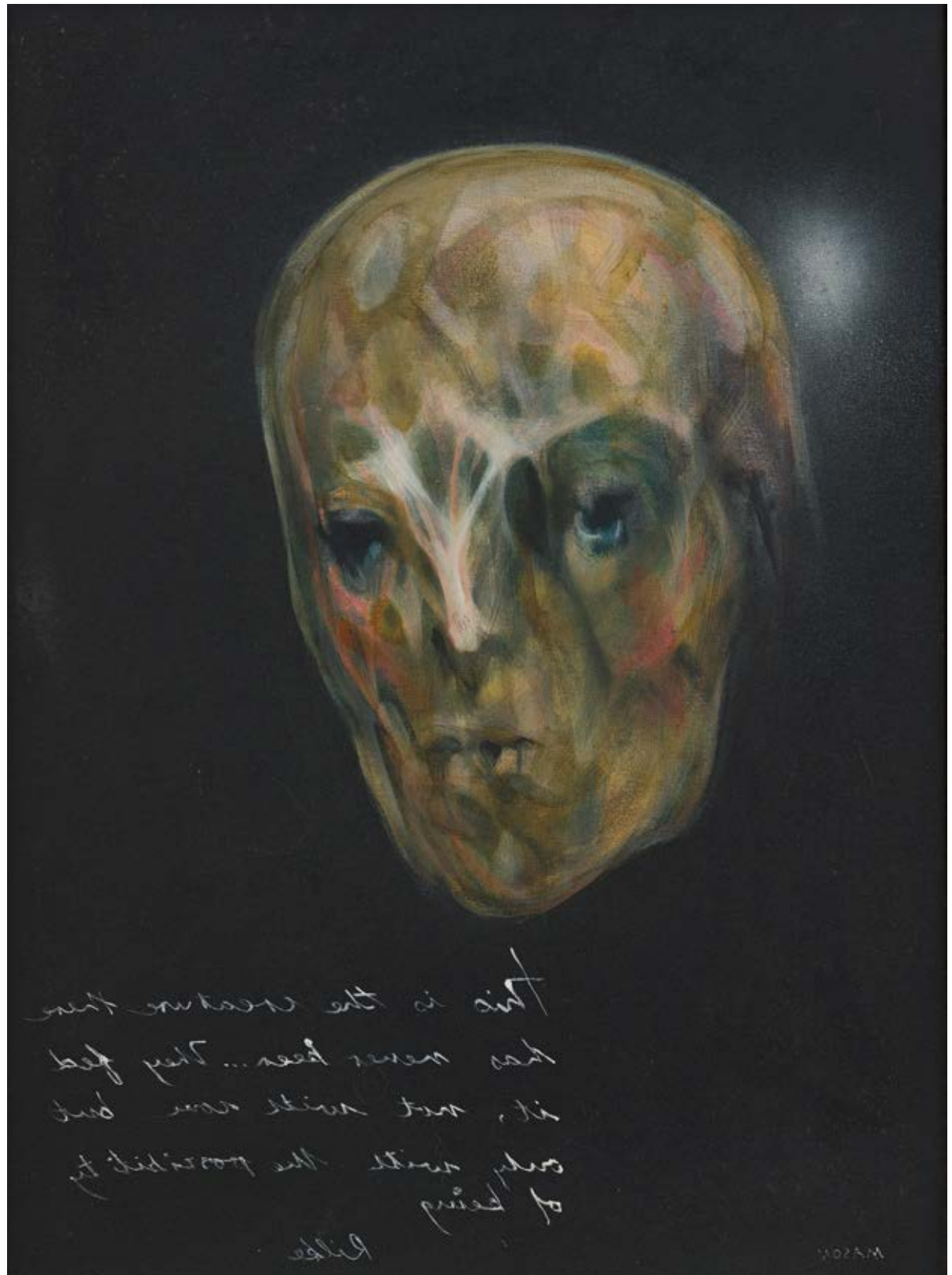
Private Collection,  
Johannesburg.



© The Estate of Judith Mason | DALRO

TO PLACE A BID CLICK ON THE RED LOT NUMBER





816

**Judith Mason**

SOUTH AFRICAN 1938–2016

*The Creature That Has  
Never Been*

signed and inscribed with the  
title in reverse (mirror) writing

oil on canvas

74,5 by 54 cm

R50 000 – 70 000

© The Estate of Judith Mason | DALRO

TO PLACE A BID CLICK ON THE RED LOT NUMBER



817

**Judith Mason**

SOUTH AFRICAN 1938–2016

*Tree Form*

signed, dated 1980 and  
inscribed with the title and  
the weaver's name on a  
label sewn to the reverse  
mohair and polycotton  
tapestry

235 by 164 by 1 cm

R80 000 – 120 000

© The Estate of Judith Mason | DALRO



© The Estate of Judith Mason | DALRO

818

**Judith Mason**

SOUTH AFRICAN 1938–2016

*Reaching for the Sun*

inscribed with the artist's name and the title on a Pretoria Art Museum label adhered to the reverse  
oil on canvas  
122 by 91 cm

R90 000 – 120 000

819

**Judith Mason**

SOUTH AFRICAN 1938–2016

*Pegasus*

signed and inscribed with the title  
oil on canvas  
183 by 61 cm

R100 000 – 150 000



© The Estate of Judith Mason | DALRO



820

**Neil Rodger**

SOUTH AFRICAN 1941–2013

*Nude in a High-backed Chair*

signed and dated '99

oil on canvas

102 by 101 cm

R200 000 – 300 000



821

**Andrew Verster**

SOUTH AFRICAN 1937–2020

*City Plants IV*

signed, numbered IV and  
inscribed with the title on  
the stretcher  
oil on canvas  
167 by 118 cm

R60 000 – 90 000

© Andrew Verster | DALRO

TO PLACE A BID CLICK ON THE RED LOT NUMBER

822

**Alexander Podlashuc**

SOUTH AFRICAN 1930–2009

*Sunday Afternoon*

signed and dated 02; inscribed with the title on the reverse  
oil on canvas laid down on board  
71 by 95 cm

R30 000 – 40 000

EXHIBITED

Welgemeend, Cape Town, *Satire and Irony: Robert Hodgins, Stanley Pinker and Alexander Podlashuc from the Kilbourn, Bloch, Wiese and Podlashuc Collections*, August 2019, illustrated in colour on page 43 of the exhibition catalogue.

'On an autumn Sunday in Sydney, Pod was invited to a shrimp barbecue by an actress, her construction contractor husband, and their two rescue dogs. Given the state of universal misanthropy and suffering in the world, this complex family relationship made an impression on Pod. He always felt there was a message in it somewhere. As it turned out, the bigger dog, Oscar, had issues. The poor chap was totally neurotic, his deep psychological problems set off by pumpkins and washing machines. After numerous therapy sessions, the couple were advised by their pet psychologist that Oscar needed his own 'pet'. And so, Rubin Jr joined the family. Not long after, Rubin Jr acquired his own pet, a well-chewed soft teddy. It is not in the painting.'

1. Leo Podlaschuc (2019) quoted in Lizelle and Frank Kilbourn (eds), *Satire and Irony: Robert Hodgins, Stanley Pinker and Alexander Podlashuc from the Kilbourn, Bloch, Wiese and Podlashuc Collections*, Cape Town: Welgemeend, page 43.

823



823

**Marianne Podlashuc**

SOUTH AFRICAN 1932–2006

*Bo and the World Beyond*

signed  
oil on board  
58 by 49 cm

R30 000 – 50 000

The boy in the painting is the artist's second son, Boris, affectionately known as Bo. He suffered from severe autism and was locked into a world of his own, but he loved the circus and his parents would take him and his older brother whenever the circus was in town. In the present lot, the boy is shown in a harlequin's chequered costume, reaching out to the real world but also the fantasy world of the circus. Sadly, Bo died of a brain tumour when he was seventeen years old.

822



824

**Claude Bouscharain**

SOUTH AFRICAN 1922–2020

***Eyeguard and Music***

signed; signed, inscribed with the title and the medium on the reverse  
oil on canvas  
81 by 116 cm

**R80 000 – 120 000**

**EXHIBITED**

Rand Afrikaans University, Johannesburg, *Claude Bouscharain*, 14 March to 4 April 1990. The present lot was illustrated on the exhibition invitation.

Erik Laubscher and Claude Bouscharain met as young art students at the Académie Montmartre, Paris, in 1951, both studying under the famous artist Fernand Léger. They married and started a family straight away, returning to Cape Town in 1953. The couple's prolonged trip to the USA in 1966 influenced their work in a significant way, especially Claude's, which responded immediately to the hard edged style in America at the time.



825

**Erik Laubscher**

SOUTH AFRICAN 1927–2013

***Portrait of an Olympic Swimmer***

signed; signed and inscribed with the title on the reverse  
oil on canvas  
49 by 49,5 cm

**R250 000 – 350 000**

**PROVENANCE**

Acquired from the artist's estate. Thence by descent to the current owner.

**LITERATURE**

Hans Franssen (2009) *Erik Laubscher: A Life in Art*, Stellenbosch: SMAC, illustrated in colour on page 210.



LOTS 826 TO 830  
NO LOTS

TO PLACE A BID CLICK ON THE RED LOT NUMBER







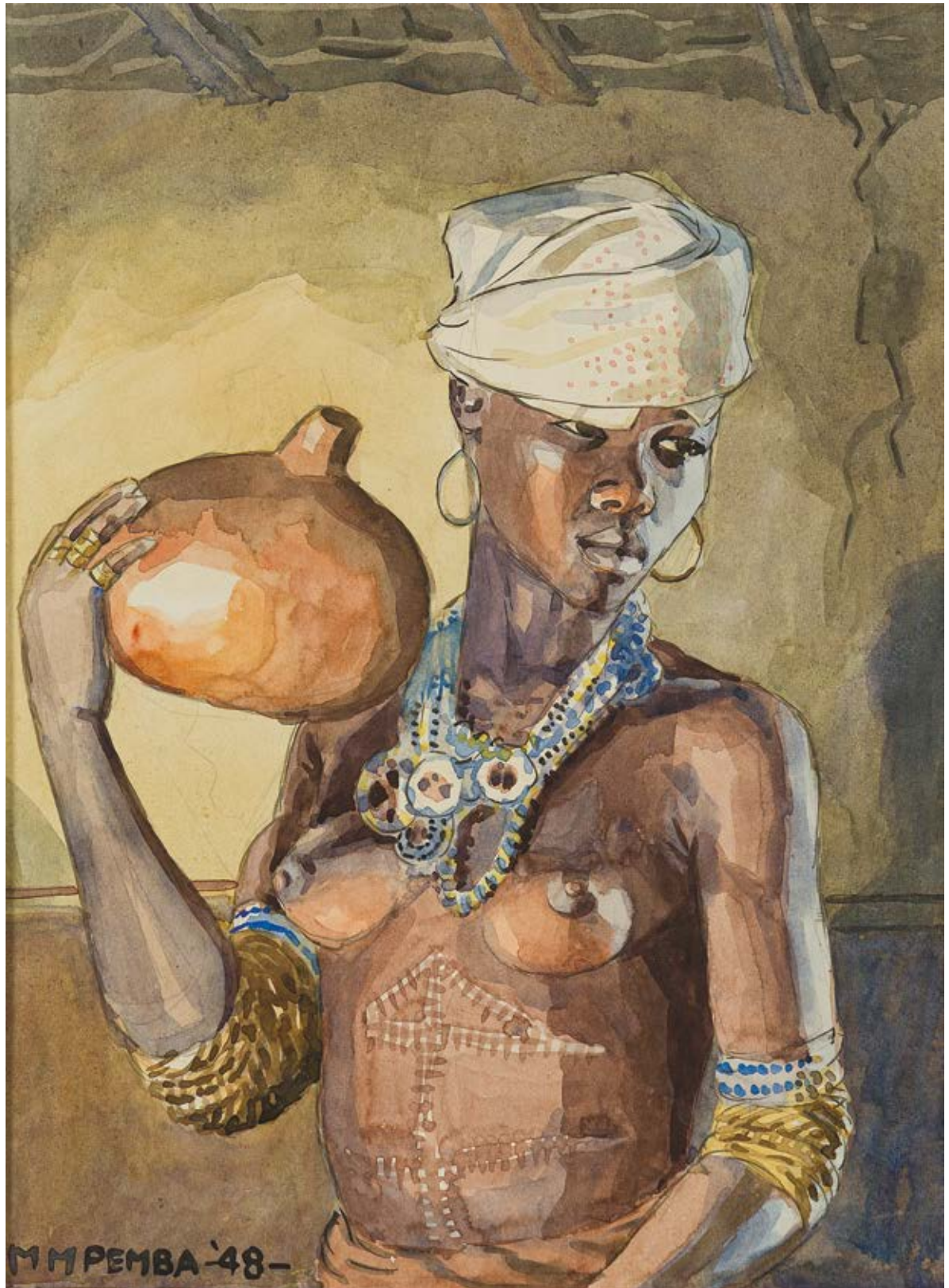
Wednesday 11 November 2020

Session 8 at 7.00pm

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

Lots 831–928

Lot 910 Robert Hodgins *Girl at a Window* (detail)



831

**George Milwa**  
**Mnyaluzo Pemba**

SOUTH AFRICAN 1912–2001

*Xhosa Girl with Kalabash*

signed and dated '48; inscribed with the title on the reverse of the paper; inscribed with the artist's name and the title on a Michael Stevenson Gallery label adhered to the reverse of the frame

watercolour on paper laid down on board  
29,5 by 21,5 cm

R100 000 – 120 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

832

**George Milwa  
Mnyaluza Pemba**

SOUTH AFRICAN 1912–2001

*Young Girl*

signed and dated 47; inscribed with 'Location Youth' on the reverse of the paper; inscribed with the artist's name and the title on a Michael Stevenson and Deon Viljoen label adhered to the reverse of the frame watercolour on paper  
33,5 by 23,5 cm

R100 000 – 120 000



833

**George Milwa  
Mnyaluza Pemba**

SOUTH AFRICAN 1912–2001

*Makoti*

signed, dated 1944 and inscribed with the title; inscribed with the artist's name and the title on a Michael Stevenson Gallery label adhered to the reverse watercolour on paper  
33 by 22,5 cm

R100 000 – 120 000



George Pemba's career spanned 70-odd years, and his vibrant pictures, shot through with glowing yellows, springtime greens and spotless sky blues, or animated by a cross-generational cast of healers, dancers, poets, tribesmen, hawkers, jazzy urbanites, storytellers, dreamers and beer-swillers, are familiar, admired, pioneering and beloved. Having been encouraged to work in oils in 1941 by Gerard Sekoto, Pemba's stirring, neighbourly and often profound pictures now hold pride of place in so many institutional and private collections. He is less well known, however, for his exquisite and early-career mastery of watercolour, and there is no more convincing evidence of the artist's dazzling skill and touch in the medium than the group of works he produced in the 1940s and early 1950s. To be able to show together three remarkable

examples from this period is exciting, revealing and rare.

Although clearly talented as a teenager, Pemba's only early patrons were his father's impressed employers at the Cuthbert's shoe depot in Port Elizabeth. Using photographs and cheap watercolours, he produced convincing portraits of these blue- and white-collar workers. After an appendectomy at Victoria Hospital in Alice, however, where the then matron noted his ability, he was introduced to Ethel Smythe, an art teacher at Fort Hare University. 'She taught me how to mix my colours', Pemba later admitted, 'and how to use specialised wash techniques'.<sup>1</sup> He went on to train as an art teacher himself, at Lovedale College in Alice, graduating in 1934. Enrolled as an *external* student, and thanks to a grant from the Bantu Welfare Trust, he spent four months in 1937 under

the sway of Professor Austin Winter Moore at Rhodes University. Working primarily in watercolour, his confidence and prowess grew immeasurably under Winter Moore's guidance, and that year he took first prize in the May Esther Bedford Art Competition, famously edging Sekoto's entry into second.

While employed at the New Brighton Department of Native Administration in Port Elizabeth, and having contributed illustrations to a number of publications during the War years, Pemba made a career-affirming painting trip late in 1944 to Johannesburg, Durban, rural Natal, Basutoland and Umtata, recording en route – in assured, flashy, layered washes – the people, indigenous culture and traditional dress he encountered. His newfound *raison d'être* – to 'capture the soul of the South African peoples in their natural surroundings'<sup>2</sup> – provides

the immediate context for these three beautiful, museum-grade watercolours: the artist captures a red-blooded Xhosa maiden, her belly marked, her headscarf carefully speckled, balancing a kalabash on her shoulder (lot 831); a young girl, apprehensive and bathed in yellow shadow, dropping her hands to her lap (lot 832); and a serene Xhosa bride posing formally, her eyes lowered and her beads glistening in the sun (lot 833).

Perhaps surprisingly, Pemba's work was introduced to the broader South African art public only in the 1990s, and he was given a much overdue retrospective exhibition at the South African National Gallery in 1996.

1. Sarah Hudleston (1996) *George Pemba: Against All Odds*, Johannesburg: Jonathan Ball, referenced in text on page 25.

2. *Ibid*, page 40.



834

**George Milwa  
Mnyaluzu Pemba**

SOUTH AFRICAN 1912–2001

**Assassination  
of Shaka Zulu**

signed and dated 73  
oil on canvas board  
55 by 75 cm

R400 000 – 600 000

George Pemba is widely appreciated for the technical skill and sensitivity of his portraits and scenes of everyday life, but his historical paintings, that come onto the market more rarely, are a particularly important and significant contribution to South African art and cultural history.

In the present lot, Pemba depicts the death of the historical king Shaka Zulu (c.1787–1828) at the hands of his half-brothers, Dingane and Mhlangana, and a fellow conspirator Mbopha. The artist Cecil Skotnes produced a portfolio of colour woodcuts dealing with the life and assassination of Shaka and shows both Mhlangana and Mbopha in the act of stabbing the king. In contrast, Pemba avoids the gruesome act itself and depicts a moment after Shaka's death. The three perpetrators still lurk in the background,

one holding a bloodied spear, but the picture plane is dominated by a woman (wearing an *isicholo*, the hat denoting her married status), grieving over Shaka's lifeless body. There is a traditional Zulu grass hut in the background, with Shaka's cow-hide war shield (*isihlangu*), stabbing spear (*iklwa*), and knobkierie (*iwisa*) on the right, testifying to his status as the great warrior who developed the Zulu chieftainship into a powerful, wide-ranging empire.

A life-long lack of funds prevented Pemba fulfilling his dream of travelling to Europe to see the works of artists he admired – Velásquez, Rembrandt and the Impressionists – but with the help of a grant from the Bantu Welfare Trust in 1944, he was able to embark on a 'grand tour' of South Africa, travelling from his home in Port Elizabeth through the Transkei,

KwaZulu-Natal, and Lesotho. He used this opportunity to study traditional dress and cultural practices and the impressions gained on this trip no doubt continued to inform his later depictions of rural village life and historical southern African events. In addition to being a painter, Pemba was a playwright, writing and staging at least two plays, one on the life of the prophet Ntsikana, who brought the gospel to Xhosa communities, and one on the Xhosa visionary Nongqawuse, whose prophecies resulted in the cattle-killings of the 1850s. The events surrounding Nongqawuse also appear in a series of paintings by Pemba, including *The Girl who Killed to Save*, 1976, (the title drawn from HIE Dhlomo's 1935 play) and *The Dream II*, 1985.



835

**Mmakgabo Mmapula  
Helen Sebidi**

SOUTH AFRICAN 1943–

***Searching for the Loss  
of Old Traditions***

signed and dated 2005; inscribed  
with the date and the title on the  
frame; inscribed with the artist's  
name, the title and the medium on  
an Everard Read label adhered to  
the reverse  
oil on canvas  
103 by 67 cm

**R300 000 – 400 000**

**LITERATURE**

Juliette Lieb-du Toit (2009)  
*Mmakgabo Mmapula Mmankgato*  
Helen Sebidi, Taxi-014 Johannesburg:  
David Krut, illustrated in colour on  
page 6.



836

### Alexis Preller

SOUTH AFRICAN 1911–1975

#### *Iliad*, triptych

each signed and dated '68; each inscribed with the artist's name and the title on a Pretoria Art Museum *Alexis Preller Retrospective* label adhered to the reverse  
oil and gold leaf on board  
12 by 12,5 cm; 12,5 by 11 cm; 13,5 by 11,5 cm

R450 000 – 550 000

#### EXHIBITED

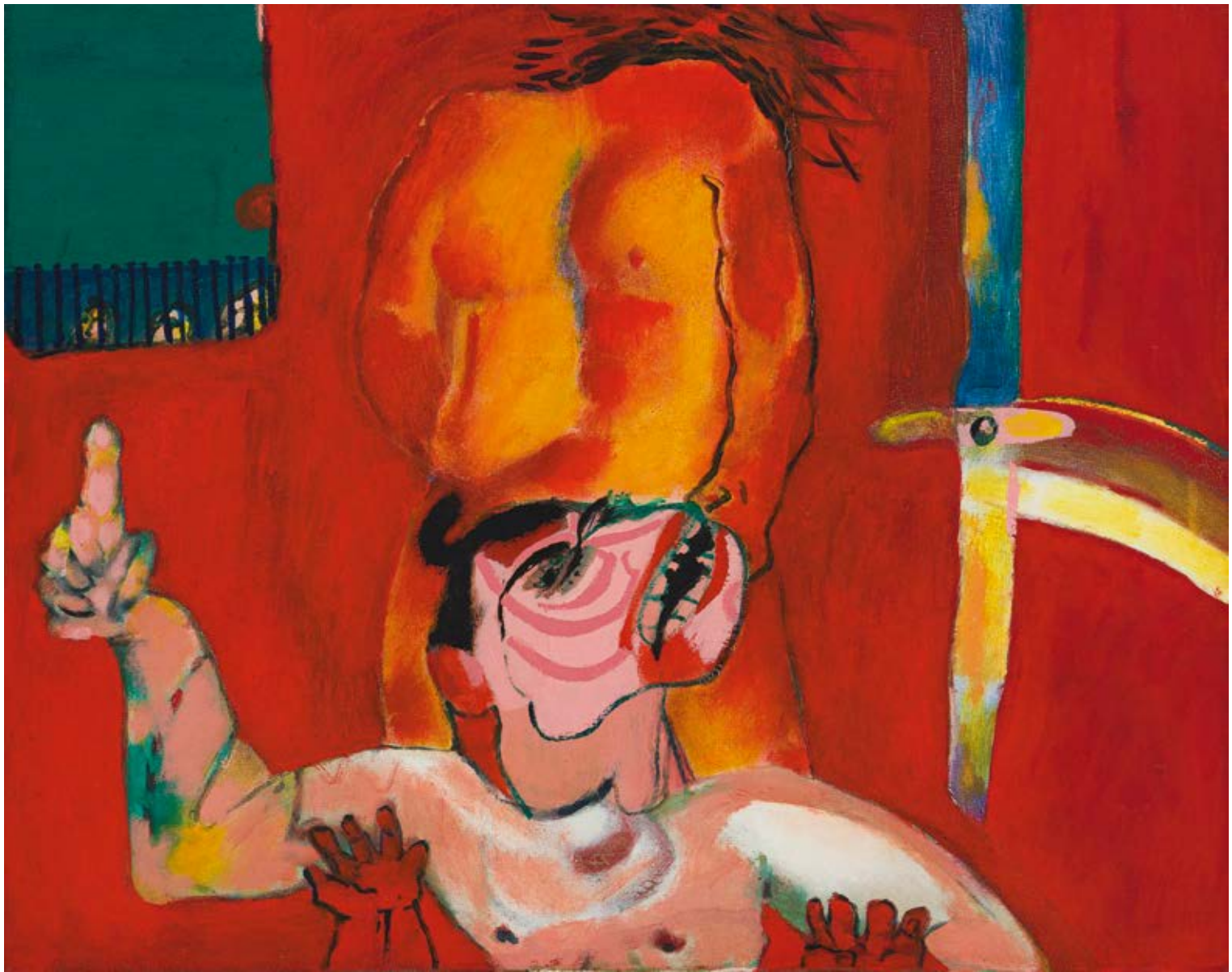
Pretoria Art Museum, Pretoria, *Alexis Preller Retrospective*, 24 October to 26 November 1972.

#### LITERATURE

Esmé Berman (1972) *Alexis Preller Retrospective*, exhibition catalogue, Pretoria: Pretoria Art Museum, illustrated in black and white on page 38 as figure 141a, c and c.

Alexis Preller owned a much-loved volume of the epic tales of Greek mythology from childhood and his work references these exciting narratives throughout his life. This series of three, small, jewel-like works, is named after Homer's ancient Greek epic poem, *The Iliad*, which tells of the adventures of the kings, warriors, gods and heroes of the Trojan War. The city of Troy, under King Priam, is besieged by the Greek army commanded by Agamemnon, and the epic poem is a chaotic melee of pitched battles, bloodshed, bravery, plague, treachery, betrayal, fickle gods, feats of heroism on the part of the famed Greek warrior Achilles and the valiant Hector, Prince of Troy, and perfidy on the part of weak Paris, Hector's brother. Preller's panels are all but abstract – there is a fragment of a war horse in

the right-hand-panel and the suggestion of a swishing tale and rump of a horse in the left. But this perhaps conveys the sense of the conflict better than more representational means, which might show little more than a single event, a moment frozen in time. Instead, the accent colours that Preller uses – his favourite turquoise, perhaps standing here for both the ocean and the realm of the gods (for paradise in near-Eastern belief systems), and his much-used coral red, perhaps referencing the burning Greek ships set alight by the Trojans, the watchfires of the Greek soldiers' encampments on the plain outside the city walls, and the blood and gore of the seemingly interminable battles and gruesome deaths – evoke more completely the heat, dust, sweat and noise that the epic poem narrates.



837

**Robert Hodgins**

SOUTH AFRICAN 1920–2010

**Samurai**

signed, dated 1996 and inscribed with the artist's name, the title and the medium on the reverse oil on canvas laid down on board 62 by 75 cm

**R450 000 – 550 000**

**PROVENANCE**

Everard Read, Johannesburg.  
Private Collection, Johannesburg.

*Samurai*, 1986, encapsulates Robert Hodgins's mastery of the figurative, of colour, complex visual and emotional subject matter and his preferred medium of expression, painting.

Three years prior to painting *Samurai*, Hodgins, at the age of 63, left teaching to become a full-time artist, and with his keen observation of life, great vigour, wit and energy, produced a compelling body of work over the following almost three decades.

For Hodgins, the rapacious male figure in authority is a recurring subject, whether it's Alfred Jarry's *Ubu*, a pin-striped businessman, politician, military man, or, as in this case, a warrior from pre-modern Japan, a samurai.

Hodgins melds 'innumerable conflicting elements that communicate beyond the rules of the visual!' The apparently

omnipotent warrior is theatrically set against a plane of flaming red, gold and orange hues alluding to beauty, power and destructiveness. In contrast to the typically hyper masculine samurai, here he is rendered in shades of dusky and pale pink and comes across as pasty and weak while sandwiched impotently between the radiant physical presence of the somewhat androgynous headless figure and the blood red hands of a child poignantly reaching out for protection. The warrior responds by pointing a phallic first finger upwards towards the prison-like window, while his hybrid predator-human face seems to be remonstrating with the symbolically charged gleaming gold and blue sword.

1. Brenda Atkinson (2002) 'New Loves, Old Affairs', in Brenda Atkinson, *Robert Hodgins*, Cape Town: Tafelberg, page 13.

838

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Bushveld*

signed and dated 25

oil on artist's board

14 by 24 cm

R150 000 – 200 000



839

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Landscape with Wetland*

signed

oil on board

34,5 by 45 cm

R350 000 – 500 000







840

**Sidney Nolan**

AUSTRALIAN 1917–1992

***Central Australia***

signed; inscribed with the artist's name and the title on the reverse  
oil on board  
90 by 120 cm

**R300 000 – 500 000**

The Australian artist Sydney Nolan grew up in Melbourne and lived for the first half of his life in Australia before relocating to the UK in 1951. He is most widely known in his home country for his large series of paintings that depict the life of the bushranger/outlaw Ned Kelly, which have become defining symbols of Australian nationalism. Elsewhere he is better known for his diverse and prolific art practice, which includes expansive outback landscapes, such as the present lot, set designs for theatre and ballet, book cover illustrations, photography and site-specific installations such as the monumental murals *Paradise Garden* (1968–70) and *Rainbow Serpent* (1970–72).

**TO PLACE A BID CLICK ON THE RED LOT NUMBER**

841

**Hugo Naudé**

SOUTH AFRICAN 1868–1941

***Wood Carriers***

signed; Die Kunsamer gallery label bearing artist's name and title adhered to the reverse  
oil on canvas  
57,5 by 50 cm

**R250 000 – 350 000**

**PROVENANCE**

Acquired from the artist by  
NC Krone.  
Thence by descent to the  
current owner.



Naudé was the first South African artist to study overseas, doing so at the Slade School of Fine Art in London and the Academy of Fine Arts in Munich. Although this academic training took the form primarily of figural work, focusing on portraiture, he was exposed to Romanticism and Realism which were the prevailing art movements of the time.

After his time in Munich, in 1895 while painting at Fontainebleau, Naudé began to gravitate towards Realism as it

was driven by social reform and strong humanistic sentiment. Many of his paintings of figures in landscapes can be traced to this movement. In the manner of Courbet and Millet, Naudé's *Wood Carriers* (lot 841) makes heroic the labour of workers through the monumental scale of the women in their billowing drapery and the vivid palette employed. By comparison in the way of a rare departure, *Satyrs in a Forest* (lot 842) is a Romantic painting informed by the

popular resurgence in Victorian times of antique myths. Presumably painted at Fontainebleau with European light and atmosphere and dated in Worcester a year after his return from Europe in 1897, it speaks of the bohemian life he left behind at France.

*Wildepad in die Knysna Bos* (lot 843) is painted in the artist's more characteristic style, which he developed over his long career and through exposure to the Impressionists and Post Impressionists

while visiting England and Europe in 1913 with his nephew, Philip du Toit, as well as with NC Krone, on their Grand Tour of Europe. This large-scale work, illuminated by morning light, awakens in great contrast under the vibrancy of Naudé's brush marks and dynamic paint application.

The present lot and the two on the opposite page were acquired by NC Krone from the artist and display the artist's evolving style from his early influences to maturity.



842

**Hugo Naudé**

SOUTH AFRICAN 1868–1941

*Satyrs in the Forest*

signed and dated 97

oil on canvas

49,5 by 49,5 cm

**R120 000 – 160 000**

**PROVENANCE**

Acquired from the artist by NC Krone.  
Thence by descent to the current owner.



843

**Hugo Naudé**

SOUTH AFRICAN 1868–1941

*Wildepad in die Knysna Bos*

signed; inscribed with the title  
on the reverse

oil on canvas

70 by 44,5 cm

**R350 000 – 500 000**

**PROVENANCE**

Acquired from the artist by NC Krone.  
Thence by descent to the current owner.



844

**Anton van Wouw**

SOUTH AFRICAN 1862–1945

***Kruger on the Station***

signed, inscribed 'SJP Kruger', 'SA' and bears the foundry mark  
bronze with a brown patina on a wooden base; cast by the Massa foundry, Rome  
height: 33,5 cm

R200 000 – 300 000

LITERATURE

AE Duffey (2008) *Anton van Wouw: The Smaller Works*, Pretoria: Protea Books, another cast from the edition illustrated on page 104.



845

**Fanie Eloff**

SOUTH AFRICAN 1885–1947

***Standing Nude***

signed  
bronze with a dark brown patina  
height: 70 cm

R300 000 – 500 000

LITERATURE

Gerard de Kamper and Chris de Klerk (2011) *Sculptured: The Complete Works of Fanie Eloff*, Pretoria: Department of Arts, University of Pretoria, illustrated on page 106.

846

**Jean Welz**

SOUTH AFRICAN 1900–1975

***Blue Nude***

signed and dated 49  
oil on board  
45 by 37,5 cm

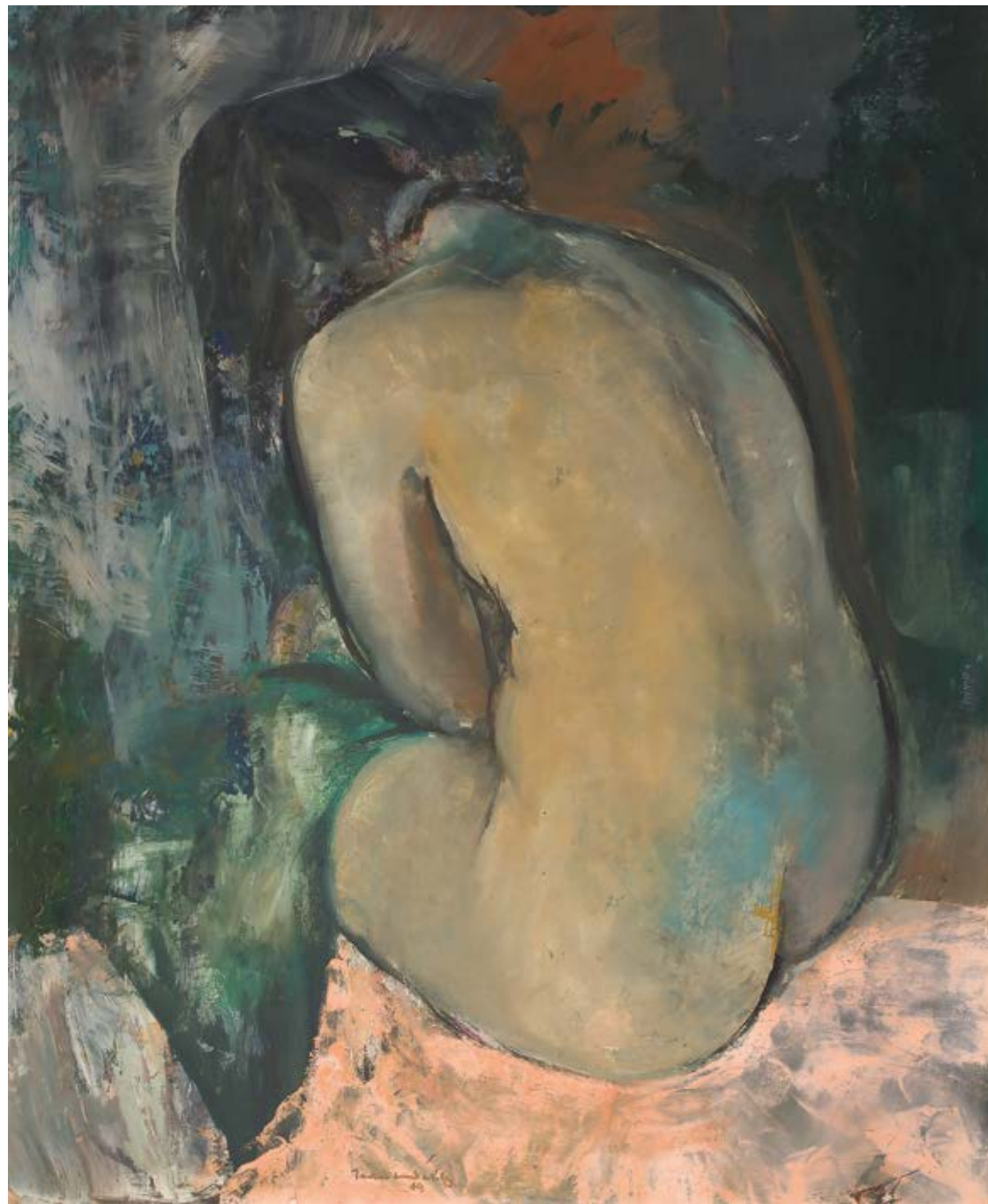
**R600 000 – 800 000**

**PROVENANCE**

Property of Mrs E Kerby.  
Sotheby Parke Bernet South Africa,  
Johannesburg, 2 May 1984, lot 306,  
with the title *Seated Nude*.  
Stephan Welz & Co in association  
with Sotheby's, Johannesburg, 7 June  
1993, lot 40, with the title *Seated Nude*.  
The Shill Collection.

**LITERATURE**

Stephan Welz (1989) *Art at Auction in South Africa: Twenty Years of Sotheby's/ Stephan Welz & Co, 1969 to 1989*, Johannesburg: AD Donker, illustrated in colour on page 138.  
Stephan Welz (1996) *Art at Auction in South Africa: The Art Market Review 1969 to 1995*, Johannesburg: Art Link, page 94 and illustrated in colour on page 95.  
Elza Miles (1997) *The World of Jean Welz*, Cape Town: Fernwood Press, illustrated in colour on page 120 as figure 2, with the title *Blue Nude*.



In the mid to late 1940s, Jean Welz focused his concentration on painting nudes. *Blue Nude*, dating from this period, has characteristically bold line, gestural brush strokes and lively mark-making, placing this painting – the product of years of determined observation and mastery of technique – amongst the finest of his creative output. Welz's skilful artistic alchemy, transforming reality into the poetic realm and uniting intellect and emotion, imbues the image with life in a way that is both timeless and enigmatic. This self-challenging search for pictorial truth became a lifetime obsession and is perhaps one of the reasons his works retain their great vitality today. In the

present lot the artist describes the reflective quality of flesh by the use of colour, using the glowing highlights of layered yellow and orange hues and shadow areas of blue and green tints to define the form. This rich interplay of observation, application and colour, merge the model and studio surrounds into a perfect moment in time.

'Probably each of the single nude figures in Welz's world is an Aphrodite, who bewitches everyone with whom she comes into contact like the goddess of love. She is both the Great Mother and the seductress.'

1. Elza Miles (1997) *The World of Jean Welz*, Cape Town: Fernwood Press, page 86.

847

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Kaap Bloubergstrand*

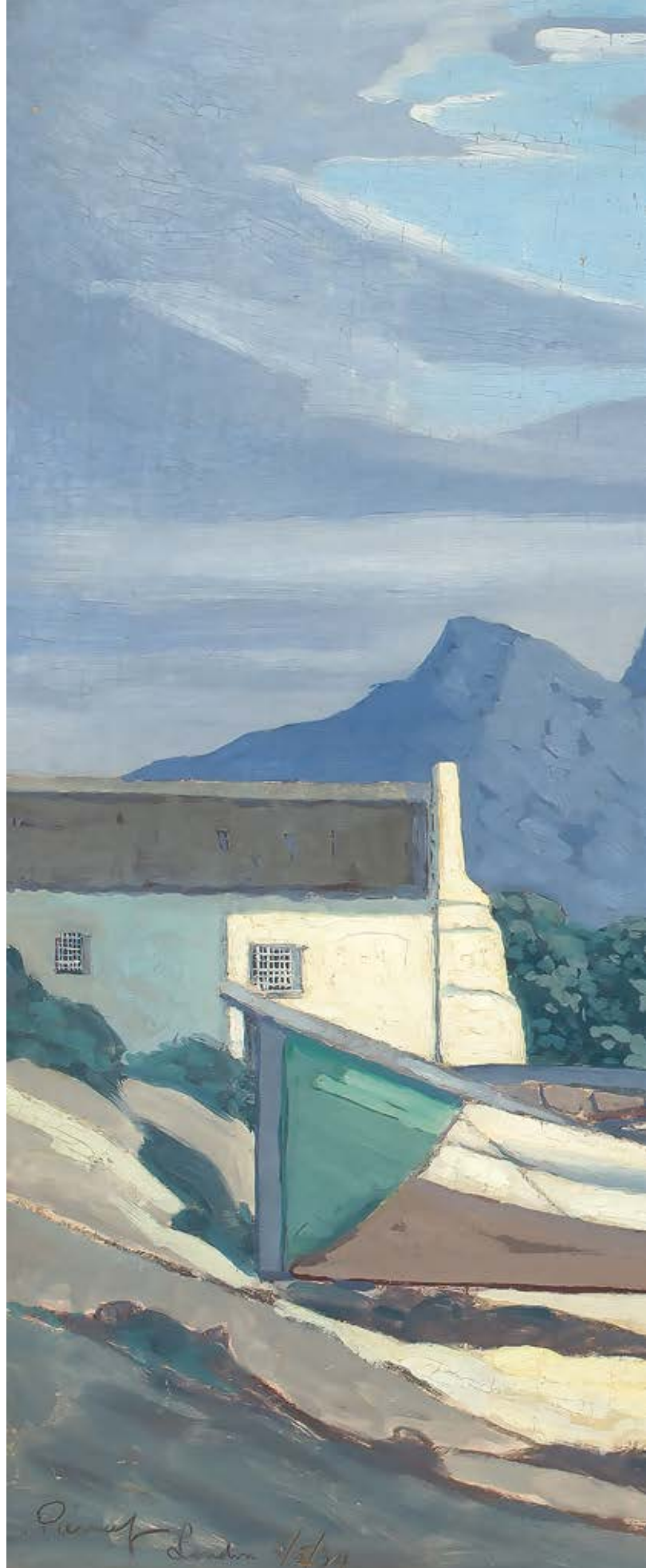
signed, dated 5/5/34 and inscribed  
with the title and 'London'  
oil on artist's board  
43,5 by 58,5 cm

**R2 000 000 – 3 000 000**

**PROVENANCE**

Acquired from the artist at his house in  
Pretoria by the current owner's father.

This complex composition was painted during the artist's stay in London in 1934 while he was engaged with the mural commission for South Africa House on Trafalgar Square, presumably based on sketches or photographs. This points to Pierneef's extraordinary ability to create and generate finished studio paintings by the masterful deployment of colour, form and light. The use of warm ochre, green and cream tones in the foreground is played off against cool blues and greys in the background. The artist invites the viewer to wander between small dune undulations and fishing boats, alongside the historic houses of General Janssen Street and Stadler Road flanking the coastline, against the extensive backdrop of Table Mountain. A light blue halo, formed by the parting grey clouds, makes apparent the artist's reverence for the sublime quality of the natural world. This work, rendered in the artist's mature style, has been engineered to convey quiet contemplation of a scene whose panoramic splendour is now world-renowned.





Bloubaai



848

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Interlocking Figures*

signed, dated 1969  
and numbered 5/6  
bronze

height: 34,5 cm

**R120 000 – 160 000**

**PROVENANCE**

The Late Desmond Fisher Collection.



**The Late Desmond Fisher Collection**

Desmond Fisher (1942–1997) was a Johannesburg businessman and brother of the artist Berenice Michelow (see lot 813). He was an ardent entrepreneur, with unbridled energy for projects and people. He started his collection by buying pieces directly from artists such as Sydney Kumalo, Cecil Skotnes and Ezrom Legae, and assisted Dumile Feni by buying a small school suitcase from the artist, which contained a number of drawings, when he went into exile in 1968. Fisher's interest in South African art was further sparked in the 1970s by his friendship with Edoardo Villa, a member of the Amadlozi group. He purchased many works from the Henry Lidchi Gallery and received encouragement from Linda Goodman, of the Goodman Gallery, another friend and advisor, and from whom he purchased a large part of his

collection. In 1970, the Goodman Gallery held the 51 Club Winter Art Exhibition and exhibited the Desmond Fisher Collection, and, in 1991 Fisher and Goodman co-curated the Dumile Feni exhibition at the Standard Bank Arts Festival in Grahamstown.

Fisher moved with his family to Cape Town in 1988 and, with inspiration from the award-winning Durban sculptor, Andries Botha, decided to hold an Art Festival at the newly developed Waterfront. This idea came to fruition in December 1992, when a marquee was erected in Dock Road alongside the Dock Road Café and the converted Pump House. This innovative project was the forerunner of what was to become one of the most important annual events on the arts calendar in South Africa, the Cape Town Art Festival.



849

**Cecil Skotnes**

SOUTH AFRICAN 1926–2009

**Head**

signed, dated 1969 and  
inscribed  
with the title on the reverse  
incised and painted wood  
panel  
92 by 75,5 by 5 cm

R200 000 – 300 000

## PROVENANCE

The Late Desmond Fisher  
Collection.



849

© The Estate of Cecil Skotnes | DALRO

850

**Dumile Feni**

SOUTH AFRICAN 1942–1991

**Untitled: Two Figures**

blue pen on paper  
33 by 23 cm

R20 000 – 30 000

## PROVENANCE

The Late Desmond Fisher  
Collection.



850

851

**Dumile Feni**

SOUTH AFRICAN 1942–1991

**Untitled No. 57 (Woman and Child)**

inscribed 'My Bowels, My Bowels, How Come?';  
inscribed with the artist's name, the title, the medium  
on a Goodman Gallery label adhered to the reverse  
blue pen on paper laid down on paper  
30 by 18 cm

R20 000 – 30 000

## PROVENANCE

The Late Desmond Fisher  
Collection.



851

852

**Dumile Feni**

SOUTH AFRICAN 1942–1991

**Drawing No 22**

bears the artist's signature stamp; inscribed with  
the artist's name, the title and the medium on a  
Goodman Gallery label adhered to the reverse  
blue pen on paper laid down on backing board  
24,5 by 16 cm

R20 000 – 30 000

## PROVENANCE

The Late Desmond Fisher  
Collection.



852

853

**Sydney Kumalo**

SOUTH AFRICAN 1935–1988

***Madala I***

1966  
signed with the artist's initial  
and numbered I/X  
bronze  
height: 60 cm

**R500 000 – 700 000**

**PROVENANCE**

The Late Desmond Fisher Collection.

**EXHIBITED**

Transvaal Academy, Pretoria Art  
Museum, 1967.

**LITERATURE**

Lola Watter (1968) 'Sydney Kumalo:  
Sculptor', *Lantern*, Volume XVIII,  
illustrated on page 42.  
Heine Toerien and Georges Duby (eds)  
(1968) *Our Art 3*, Pretoria: Foundation  
for Education, Science and Technology,  
illustrated on page 72.

Thanks to Dr Gavin Watkins for his  
assistance in cataloguing this lot.



Figure 1. *High Shoulders*, 1966Figure 2. *Beggar*, 1966Figure 3. *Tongue Out*, 1966

Figure 4. The present lot

Figure 5. *Madala II (hands on chin)*, 1967Figure 6. *Madala III (chin on knees)*, 1967Figure 7. *Madala IV (pierced ears)*, 1967Figure 8. *Madala V (big face)*, 1967Figure 9. *Madala VI (arms down, flat face)*, 1967Figure 10. *Madala VII*, 1967Figure 11. *Happy Madala*, 1968Figure 12. *The Listener*, 1968

The group of bronzes that Sydney Kumalo produced in the 1960s, when under the sway of Egon Guenther, is a high-point of South African modernism. Defined by elongated or squat forms, lacerated and hand-rasped surfaces, off-beat cylindrical volumes, poignant simplification, and rich, gorgeous patinas, these works won high acclaim. Powerful, ageless, landmark sculptures – *Seated Woman*, *Killed Horse*, *St Francis of Assisi*, *Black Leopard* (all 1962), *Cock* (1963), *Portrait of Egon* and *Beast* (both 1965), to name only a few – elevated his reputation, as did ground-breaking shows in Johannesburg and London. With his fellow Amadlozi artists,

moreover, he exhibited in Rome, Venice, Florence and Milan in 1962–63, and had work selected for the Venice Biennale in 1966. Critical and commercial success allowed him to vacate his teaching post at the Polly Street Art Centre in 1964 to focus fulltime on his career.

Between 1966 and 1968, riding a peak of creativity, Kumalo became drawn to the motif of the male elder. He developed the theme across twelve small yet monumental works, each as intense, stirring and memorable as the next: this fabled group came to be recognised as the artist's Madala Series (see figures 1–12). The first four of these sculptures, all conceived in 1966, were *High Shoulders*,

*Beggar*, *Tongue Out* and *Madala I*, the present lot, which was also the first to carry the madala appellation. Indebted to traditional African sculpture, and infused with the artist's own cultural loyalties, this madala figure holds an unusual pose: the weight of the body rests on the bent right knee, while the left heel is raised high on stiff toes; the arms are held close to a beautifully pocked and scarified belly; aged breasts droop; the neck is hidden; and the head, oversized and extended, with its long and barrelled nose, its conical chin, its reduced, pursed lips, and its deep-set and gently closed eyes, is angled upwards, as if catching the sun or happily lost in memory.

Under the careful watch of Guenther, *Madala I* was cast at the Vignali Foundry in Pretoria, and an edition of 10 planned. Only a single casting was produced, however: this unique bronze was shown in 1967 at the 14th annual exhibition of the Transvaal Academy at the Pretoria Art Museum, where it won the Bronze medal. Having remained a treasured part of the late Desmond Fisher collection for decades, the re-appearance of *Madala I*, a work of such charm, artistry and weight, is of great excitement to academics and collectors alike.



854

**Sydney Kumalo**

SOUTH AFRICAN 1935–1988

*Kneeling Figure*

signed  
bronze on a wooden base  
height: 34 cm

**R80 000 – 100 000**

Thanks to Dr Gavin Watkins for his assistance in cataloguing this lot.



855

**Ezrom Legae**

SOUTH AFRICAN 1938–1999

*Lying Nude*

signed with the artist's initials  
and numbered I/IX  
bronze on a wooden base  
height: 10,5 cm

**R60 000 – 80 000**

Thanks to Dr Gavin Watkins for his assistance in cataloguing this lot.



856

**856**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Two Figures*

signed and dated 1970  
bronze  
height: 45 cm

**R120 000 – 150 000**

**857**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Torso*

signed, dated 1968 and  
numbered 6/6  
bronze on a wooden base  
height: 43 cm

**R80 000 – 120 000**



857

Some spectacular aesthetic shifts took place on the Highveld in the middle decades of the twentieth century. Against a background of discriminatory politics, increasing international isolation, and eye-opening technological advancement, the careers of a remarkable group of artists – sculptors, in particular – overlapped in the 1950s and 1960s in Johannesburg. Although each came from a different cultural and artistic background to the next, all were loosely tied together by an interest in developing a distinctive African idiom, a similar commitment to quality craftsmanship, a joy in local motifs, and an appreciation of broad-minded gallerists and teachers. Cecil Skotnes, Edoardo Villa, Sydney Kumalo and Ezrom Legae, each mentoring or riffing

off the other, produced unique sets of masterpieces defined by an elegant reduction of form, characterised by a captivating tactility, and enlivened by an African spirit. All were inevitably drawn into the circle of German émigré art dealer Egon Guenther, in whose experience, careful eye, and exacting standards they came to trust.

While Guenther championed these artists under the banner of the Amadlozi Group (Legae was a later member), both locally and abroad, he helped them develop their styles and their reputations through solo and two-man shows at his eponymous gallery, first in Bree Street and then at his Linksfield home, with its purpose-built gallery wing laid out by Donald Turgel. Guenther arranged shows for Villa in 1962, 1963 and

1968; for Kumalo in 1962, 1963, 1966 and 1967; and for Legae in 1966. Some examples from this golden period are included here (lots 853–858): conceived in 1965, Legae's *Lying Nude* (lot 855), with its plump, segmented limbs and strained neck, suggests an uneasy balance between repose and suffering; Kumalo's *Kneeling Figure* (lot 854), from the same year, with its compressed limbs and dense flesh, is a study in stifled energy; while Villa's cylindrical *Torso* (lot 857), typical of his small, upright bronzes from 1968, relies on geometric incisions, angle-shifting facets, the interplay of volume and outline, as well as a certain degree of imagination.

858

**Ezrom Legae**

SOUTH AFRICAN 1938–1999

***The Prisoner (Young Man)***

signed and numbered AP2  
bronze on a granite base  
height: 64,5 cm

**R800 000 – 1 000 000**

LITERATURE

EJ de Jager (1973) *Contemporary Art in South Africa, Cape Town*: Struik, another cast from the edition illustrated in black and white, unpaginated.

Dina Katz (1974) 'A Man of Two Worlds: Ezrom Legae', *Lantern*, Volume XXIV, another cast from the edition illustrated in black and white on page 62.

Esmé Berman (1983) *Art and Artists of South Africa*, Cape Town: Balkema, another cast from the edition illustrated in black and white on page 405.

Elizabeth Burroughs and Karel Nel (eds) (1998) *Re/discovery and Memory: The Works of Kumalo, Legae, Nitegeka and Villa*, Cape Town: Norval Foundation, another cast from the edition illustrated in black and white on pages 181 and 182, and in colour on pages 200 and 201.

Elza Miles (2004) *Polly Street: The Story of an Art Centre*, Johannesburg: The Ampersand Foundation, another cast from the edition illustrated in colour on page 127.

Thanks to Dr Gavin Watkins for his assistance in cataloguing this lot.



Another casting of this quickening, magnificent and agonizing work was given pride of place in the artist's first retrospective exhibition, at the Norval Foundation, in 2018. In the crucial catalogue accompanying the exhibition, and within the chapter on the artist by Karel Nel and Elizabeth Burroughs subtitled *Political Edge*, the work was closely and movingly described:

'The sculpture, one of Legae's most famous, depicts a young man with his hands tied behind his back. His body is defined by a series of articulated cylindrical volumes, which represent the youth's bound arms, his thighs and neck. To some extent the torso itself seems to be formed by two parallel and conjoined cylinders, for a deep groove runs from the stylised penis at the base of the groin, cutting a vertical axis into the chest. At

the base of the neck, the groove transforms into a cylinder within the long column of the neck. The grooves on either side of the windpipe and the pronounced Adam's apple speak of the tensions in his body as he tilts his head to his right. Then, surprisingly, the axial groove reasserts itself in the face. This collapse of the features of the face into a deep V-shaped groove terminates at the forehead. When looked at face-on, this erosion of the face suggests deep dejection, and yet, in profile, the angle of the young man's head intimates a more subversive emotion, a quiet and dignified defiance of his situation.'

1. Elizabeth Burroughs and Karel Nel (eds) (1998) *Re/discovery and Memory: The Works of Kumalo, Legae, Nitegeka and Villa*, Cape Town: Norval Foundation, pages 181 to 182.





Elisabeth Frink with *Blind Beggar and Dog*, 1957, from the Archive of Dame Elisabeth Frink at Dorset History Centre, courtesy of Tully and Bree Jammet.





Kenneth Armitage in his studio, 1954. Photography by Ida Kar, National Portrait Gallery, London.



859

**Dame Elisabeth Jean Frink**

BRITISH 1930–1993

***Man Running I***

signed and numbered 7/8  
bronze on a wooden base  
height: 37,5 cm

**R350 000 – 500 000**

**LITERATURE**

Jill Wilder (ed) (1984) *Elisabeth Frink Sculpture, Catalogue Raisonné*, London: Harpvale, catalogue number 223, another example from this edition illustrated in black and white on pages 184 and 185.

While the defining characteristic of the Amadlozi Group had been a dedication to a bold if admittedly diverse African aesthetic, from the mid-1960s a greater international influence on the work of these artists became evident. Villa, of course, already steeped in European modernism, was little affected, as was Skotnes who, in his role as teacher at Polly Street, had always kept an eye on international trends; Kumalo and Legae, however, were perhaps more receptive to new sources, particularly as their careers advanced and they became more sensitive to collectors' tastes.

A shift came in 1965 as the Grosvenor Gallery, the prestigious Mayfair landmark run by the American Eric Estorick, showed increasing interest in Egon

Guenther's stable of contemporary sculptors. He would have known the work of Villa, Skotnes and Kumalo in particular, as each had, in the decade prior, regularly shown at the Venice and São Paulo Biennales. Estorick, accompanied by his then assistant Linda Goodman, famously visited Guenther in 1964 and 1965 to negotiate the possibility of cross-gallery partnerships. This led that year to Kumalo participating in the Grosvenor Gallery's *Fifty Years of Sculpture* exhibition, as well as a Skotnes–Kumalo show in London the following year.

Back in Johannesburg, Goodman, still acting as an agent for Estorick, opened her eponymous gallery in Hyde Park in 1966. She exerted a greater influence from the late 1960s and into the 1970s

as Guenther began to withdraw from dealing, and in time her gallery became the new epicentre of the wider ex-Amadlozi circle. Villa had major solo shows at Goodman in 1970, 1971 and 1973; Kumalo showed there in 1972, 1975, 1977 and 1979; Skotnes in 1975, 1976 and 1977; while the gallery hosted Legae's important Chicken Series in 1978. Linda Goodman's international experience and her strong links to Estorick allowed her to handle examples by the likes of Picasso, Braque and Miró, and exhibit major British modernists such as David Hockney, Henry Moore, Kenneth Armitage and Lynn Chadwick. The latter three became a strong influence on Kumalo and Legae, as did Reg Butler and Elisabeth Frink (lot 859), and other British

sculptors from the so-called 'Geometry of Fear' group (see pages 94–95). Even if an African spirit remained inherent in their sculptures, Kumalo's head was certainly turned by Moore's voluptuous, organic and undulating forms, while Legae was clearly taken by the flattened and semi-abstract figures created by Butler, Frink, Armitage and Chadwick, with their thorn-like limbs, planar bodies, and ingot-smooth features. Legae's fabulous *African Goat* and *She Goat* (lot 863), late-career highlights, each borrow Chadwick's spiky, attenuated appendages (lot 862), as well as the gentle humour reminiscent of some of Armitage's work (lot 861).



860

**860**

**Edoardo Villa**

SOUTH AFRICAN 1915–2011

*Disc Figures*

signed and dated 1975

steel with a dark blue-green patina

height: 37 cm

R40 000 – 60 000

**861**

**Kenneth Armitage**

BRITISH 1916–2002

*The Forest*

inscribed with the artist's initials

bronze with a black patina

height: 35,5 cm

R250 000 – 350 000



861



862

**Lynn Chadwick**

BRITISH 1914–2003

*Standing Figure*

stamped with the artist's monogram,  
dated 77 and numbered 4/8 and 756  
(should read 758)

bronze

height: 21 cm

**R300 000 – 500 000**

PROVENANCE

Joe Wolpe.

Thanks to the artist's estate for their  
assistance in cataloguing this lot.



863

### Ezrom Legae

SOUTH AFRICAN 1938–1999

*African Goat*;  
*She Goat*, two

1990

each signed, *African Goat* numbered 1/7;

*She Goat* numbered 4/7

bronze with a brown patina

*African Goat*, height: 66,5 cm;

*She Goat*, height: 57,5 cm

**R2 500 000 – 3 000 000**

#### LITERATURE

James Webb and Josh Ginsburg (2016)  
*Off the Wall: An 80th Birthday Celebration  
with Linda Givon*, Johannesburg: Wits  
Art Museum, exhibition catalogue.

Another cast from the edition of *African  
Goat* illustrated on page 18.

Elizabeth Burroughs and Karel Nel (2018)  
*Re/discovery and Memory: The Works of  
Kumalo, Legae, Nitegeka and Villa*, Cape  
Town: Norval Foundation. Another  
cast from the edition of *African Goat*  
illustrated on page 192 as figure 38.

Each cast by the Vignali Foundry,  
Pretoria.

Number 3 from the edition of *African  
Goat* is in the Iziko South African  
National Gallery Collection, Cape Town.

Thanks to Dr Gavin Watkins for his  
assistance in cataloguing this lot.

‘Legae’s late goat sculptures have a faint science fictional quality about them. Their elegant, simplified and flattened forms are produced by the delicate antennae-like quality of their horns and the fragile phallic protuberances. The works have a humour and lightness of touch that sets them quite apart from the severity of his earlier work, and perhaps suggest something of a recovery of a less grim view of the world. Years previously he had spoken about his loving affection for goats in a conversation recorded by Lola Watter: ‘The goat fascinated me. Man, it was so comical and contrary that I felt its actions had to be deliberate. I even identified with it ... I think goats are very funny and humour is something I like to put into my work. I like to draw them as stupid and wise and, well ... quaint.’ There is tenderness in his observation of the animal, a quiet respect which suggests perhaps that – even if it were just for a while – Legae had regained a kind of peace with the world about him.’<sup>2</sup>

1. Dina Katz (1974) ‘Ezrom Legae: A man of two worlds’, in *Lantern*, September, page 59.

2. Karel Nel and Elizabeth Burroughs (2018) ‘Ezrom Legae: Political Edge’, in Elizabeth Burroughs and Karel Nel, *Re/discovery and Memory: The Works of Kumalo, Legae, Nitegeka and Villa*, Cape Town: Norval Foundation, pages 191 and 192.



**864**

**Lucas Sithole**

SOUTH AFRICAN 1931–1994

*Cat Figure (LS 9301)*

1993

signed

Rhodesian teak

height: 15,5 cm

**R40 000 – 60 000**

**PROVENANCE**

Private Collection, Pretoria.

Gallery 21, Johannesburg.

Private Collection, Cape Town.

**EXHIBITED**

Gallery 21, Johannesburg, 1993.



**865**

**Speelman Mahlangu**

SOUTH AFRICAN 1958–2004

*Twins*

2003

signed and numbered 2/3

bronze with a brown patina

height: 176cm

**R 300 000 - 500 000**



**866**

**Stanley Nkosi**

SOUTH AFRICAN 1945–1988

*Man in Despair*

bronze  
height: 72,5 cm

**R50 000 – 70 000**

**PROVENANCE**

Originally purchased as a terracotta sculpture in 1973 in Johannesburg, the current owner had the work cast in bronze for the sake of permanence. Two further editioned copies were made from this casting.

**LITERATURE**

*BANTU* (1972) July, volume XIX  
number 12, pages 16 to 18, illustrated.

Thanks to Gavin Watkins and Fernand Haenggi for their assistance in cataloguing this lot.



**867**

**Percy Ndithembile Konqobe**

SOUTH AFRICAN 1938/1939–

*Three Generations, two*

the larger signed and numbered  
1/5

bronze  
height: 57 cm; height of head: 11 cm

**R50 000 – 70 000**



868

**Louis Maqhubela**

SOUTH AFRICAN 1939–

*Figure and Lion*

signed and dated 76  
mixed media, charcoal  
and pastel on paper  
76 by 56 cm

R20 000 – 30 000



869

**Douglas Portway**

SOUTH AFRICAN 1922–1993

*Abstract*

signed  
oil on canvas  
98 by 72 cm

R80 000 – 100 000





870

### Robert Hodgins

SOUTH AFRICAN 1920–2010

#### *A Voice from the Thirties*

inscribed with a line from a sonnet by the poet WH Auden (1938); signed, dated 2004 and inscribed with the title on the reverse

oil on canvas  
90 by 120 cm

R700 000 – 900 000

The inscription at the bottom of Robert Hodgins' painting *A Voice from the Thirties*, 'They are, and suffer; that is all they do' is quoted from the first line of a well-known sonnet by WH Auden, a favourite poet of the artist's. It also appears at the bottom of an earlier work of a blood-soaked battlefield, exhibited at Goodman Gallery in 1996. The poem captured Auden's experiences during the Spanish Civil War (1936–1939) and was included in the 1939 anthology, *Journey to War*. Hodgins grew up in 1930s London, saying nostalgically 'I, ten, a country ten, a gentle, as yet unbullied ten, landed suddenly at Paddington for eight years of emotional, psychological, and often physical squalor: bed bugs, a sofa as often as a bed, being shopped about. Working-class life in the Depression thirties. It was grim, but it was in those eight years that I began to discover literature, music, the visual arts. I worked in a shop in Soho, the 'Librairie Populaire' in Dean Street. Soho was already haunted by the likes of Dylan Thomas, Francis Bacon, Auden, Isherwood and Co.<sup>1</sup> Apart from the literary allusion, Hodgins also references Vincent van Gogh's famous *Potato Eaters* in the composition of the present lot. Van Gogh, whose work he saw in the National Gallery in London in the Thirties was also signalled by Hodgins as one of his favourite artists.

They are, and suffer; that is all they do;  
A bandage hides the place where each is living,  
His knowledge of the world restricted to  
The treatment that the instruments are giving.  
And lie apart like epochs from each other.  
Truth in their sense is how much they can bear.  
It is not talk like ours, but groans they smother—  
And are remote as plants; we stand elsewhere.  
For who when healthy can become a foot?  
Even a scratch we can't recall when cured ...  
But are boist'rous in a moment and believe ...  
In the common world of the uninjured, and cannot ...  
Imagine isolation. Only happiness is shared ...  
And anger, and the idea of love.

WH Auden

1. Robert Hodgins (2002) 'A String of Beads: An interview with Robert Hodgins', in Brenda Atkinson, *Robert Hodgins*, Cape Town: Tafelberg, pages 22 and 24.

871

## Alexis Preller

SOUTH AFRICAN 1911–1975

### Craters

intaglio, oil on fibreglass  
height: 60 cm

R1 800 000 – 2 400 000

#### PROVENANCE

Volks Auctioneers, Pretoria,  
18 November 1977, lot 92.  
Thence by descent to the  
current owner.

The astonishing *Craters*, one of Preller's famed, late-career *intaglios*, is curious, memorable, and yet barely documented. Still in the artist's studio when he died in 1975, the work was sold at Volks Auctioneers in November 1977, along with numerous masterpieces that had very briefly passed into the hands of Guna Massyn, the artist's partner, before *he* also tragically died in a car accident. Bathed in midnight blues, dark violet and shadowy greens, bursts of blazing yellow suggest a searing subterranean heat under the work's surface. *Craters* certainly stands apart in the context of Preller's *intaglios* which, with the exception of the mesmerising and experimental *Apple I*, *Apple II* and *Original Sin* (all 1969), focused on *kouroi* forms and disembodied heads. Rather, from within its deeply concave fibreglass shell, the work at first evokes a hellish and mutilated landscape of burning pits and exploded trenches that light up an otherwise dark sky. Seemingly out of place in the artist's late-career iconography, which became increasingly classical, mysterious and Mediterranean, *Craters* conjures wartime carnage. If so, it must be one of the very few instances of the artist revisiting his World War II imagery late in life.

Preller, of course, had joined the South African Medical Corps in 1940, served in the frontline surgeries on the North African Campaign, and languished in prisoner-of-

war camps in Italy and Egypt before being repatriated late in 1943. The images he painted on his return, particularly between 1943 and 1947, were inevitably wrapped up in his recent experiences of inhumanity, panic, divinity and recovery. *Craters* brings to mind a number of milestone works from this period, albeit in different ways. It has something closely in common with the unforgettable *Revelation* (1945), for instance, which personified the landscape, and transformed swathes of lush tropical forest into ripped, torn and pink-dripping flesh (figure 1). In the present lot, moreover, the dark fang-like forms that protrude from the sky recall the drifting silhouettes of paratroopers that Preller found so potent a symbol (figure 2). Thematically, *Craters* also harks back to one of Preller's most beautiful and poetic wartime pictures: *Fleurs du Mal* (figure 3). In this iconic work, Preller conflated the appearance of swabs and wounded flesh with petals and butterfly wings, creating a powerful image of regeneration, and exploring the 'paradox of beauty in the midst of horror'.<sup>1</sup> The feat is repeated in *Craters*, some 25 years later, as Preller reimagined a bombed landscape using dazzlingly beautiful explosions of gold and flashing lavender.

1. Esmé Berman and Karel Nel (2009) *Alexis Preller: Africa, the Sun and Shadows*, Johannesburg: Shelf, page 87.



Figure 1. *Revelation* (1945)



Figure 2. *Parachutists* (1944)



Figure 3. *Fleurs du Mal* (1944)



TO PLACE A BID CLICK ON THE RED LOT NUMBER



© The Estate of Peter Clarke | DALRO

872

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*We Can't Stay in Bed for Ever (sic)*

signed and dated 28.3.1975;  
inscribed with the title and the  
medium on the reverse of the  
paper  
gouache and pastel on paper  
46 by 64 cm

R350 000 – 500 000

Peter Clarke frequently painted embracing lovers, but whereas in *Love in a Bleak Landscape* (lot 768 on this sale), the lovers are fully clothed in an abstracted outdoor setting, as in other works on this subject in the artist's oeuvre, in the present lot they are naked, under the covers, in a vividly coloured bedroom. The bright sunny yellows, sky blues and cherry reds, the arrangement of the furniture, and the flattened perspective showing the artworks on the walls, all recall Vincent van Gogh's painting of his bedroom in the Yellow House in Arles, painted in 1888. While the mood in the Clarke is positive, even humorous, with the lovers' feet cheekily emerging at the bottom of the blanket, Van Gogh's sojourn in the south of France ended badly – friends found him in his bed, bleeding profusely after having cut off part of his ear, and he was institutionalised; the community of artists he had hoped to form with Paul Gauguin in Arles never materialised.



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



873

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*In Africa*

1973  
signed  
oil on canvas  
58 by 73,5 cm

**R350 000 – 500 000**

**PROVENANCE**  
Private Collection Murray  
Schoonraad.

**LITERATURE**

Karin Skawran (2005) *Walter Battiss: Gentle Anarchist*, Johannesburg: Standard Bank Gallery, illustrated in colour on page 101.

Karin Skawran and Michael Macnamara (eds) (1985) *Battiss*, Johannesburg: AD Donker, page 99 and illustrated in colour on page 97 as plate 19.

'A work such as his *In Africa* cannot be seen as erotic, despite the attention given to sexual characteristics. Scratched onto a background of broadly applied strokes of brightly coloured paint, the lines conjure up a fertile crowd of human beings, their proximity within the tight space emphasising their physical awareness of each other. This is a luscious painting. Its decorative qualities are as delightful as its content. And one smiles when, on reading through the ingeniously related figures, one comes upon a girl whose breasts have risen vertically in a mood of special exuberance.'<sup>1</sup>

1. Raymund van Niekerk (1985) 'Humour in Battiss', in Karin Skawran and Michael Macnamara (eds) *Battiss*, Johannesburg: AD Donker, page 99.

874

### Irma Stern

SOUTH AFRICAN 1894–1966

*Glass Fireplace Panels*, two

one signed and dated 1943

oil on glass

horizontal panel height: 49 cm;

vertical panel height: 99 cm

R1 000 000 – 2 000 000

Even within Irma Stern's ever-surprising *oeuvre*, the present lot is thrillingly unique. Part mural and part architectural flourish, the multi-panel work, executed *in situ* in 1943, shows the artist's instinctive feel for design, rhythm and pattern, as well as her flair for the dramatic. On a late-night whim while staying at the Houghton home of her friends Richard and Freda Feldman, she painted spindly, Matisse-like figures directly onto the glass surrounds of her hosts' fireplace. Having clearly cared little for the original art deco trimmings, she replaced them with a frieze of lithe, primitive and rapturous bodies, set in motion by two nearby musicians.

Stern was a regular visitor at the Feldman's, having met Richard in 1926, and Freda in 1931. Their relationship, which lasted until the artist's death in 1966, was warm, unguarded and meaningful. In her engaging memoirs, supplemented by the

rich letters shared between her parents and Stern, Richard and Freda's daughter Mona, who was 8 years old at the time the panels were painted, remembered this particular episode vividly:

'I was awakened before dawn by the sound of furniture being moved around in our lounge ... We crept quietly downstairs to see an apparition standing in front of the fireplace ... There was Irma, in a large bathrobe and fluffy slippers, hair unruly and a cigarette in her mouth, paintbrushes in one hand and her wooden palette in the other. She was squinting at the art deco glass that framed the white fireplace, measuring it with her hands, walking away from it and coming towards it again, making rough marks on its surface – all the while mentally composing the images she was about to paint. We were astonished by this performance and about to summon

help when my mother crept up behind us and motioned us to be quiet. The three of us watched in amazement as Irma began to transform the coloured glass into a narrative picture ... Later, when we got to the end result, we were mesmerised. The cold, static decorative glass had been transformed into a vibrant descriptive story. Irma had first covered parts of the colourful glass with black oil paint, on top of which she had then painted seven dancing nudes that moved rhythmically over the horizontal panel, and two musicians – a flute and mandolin player – on the vertical panel. The scene was perfectly executed – the size, colours and proportions of the dancers and musicians.'

1. Mona Berman (2003) *Remembering Irma: Irma Stern, A Memoir with Letters*, Cape Town: Double Story, pages 25 to 27.



LEFT AND RIGHT The Feldman's breathtakingly modern pre-War lounge in Houghton, Johannesburg, with the original sand-blasted glass panels surrounding the fireplace.



LEFT Stern altered the panels entirely in 1943, leaving a playful line of dancing bodies against a black background. The artist's *Swahili Dhow Woman* (1945), with its imposing Zanzibari frame, hangs nearby.

RIGHT Henri Matisse (1869–1954), *La Danse* (Dance, 1909), image courtesy Museum of Modern Art (MoMA) New York/Scala Florence, © 2020.





TO PLACE A BID CLICK ON THE RED LOT NUMBER



875

**Irma Stern**

SOUTH AFRICAN 1894–1966

***Strelitzias in a Black Urn***

signed and dated 1936

gouache on paper

74,5 by 54,5 cm

**R800 000 – 1 200 000**

LITERATURE

Mona Berman (2003)

*Remembering Irma: Irma Stern, A Memoir with Letters*, Cape Town: Double Storey, illustrated in colour on page 75.

Wilhelm van Rensburg (2003)

*Irma Stern: Expressions of a Journey*, Johannesburg: Standard Bank Gallery, illustrated in colour on page 181.





876

**William Kentridge**

SOUTH AFRICAN 1955-

*Black Iris*

signed and dated 22/35 in  
pencil in the margin  
hand-coloured etching  
image size: 102,5 by 78,5 cm

R400 000 – 600 000

TO PLACE A BID CLICK ON THE RED LOT NUMBER

## Artists and the Namibian Landscape

The Namibian landscape has profoundly inspired artists for far more than 100 years, but as these artworks are rarely seen together, their impact, splendour and importance have been overlooked in recent years.

The country's expansive natural beauty captivated a large and eminent group of painters who lived and worked in Namibia, as well as a diverse array of South African artists.

German-born Namibian artist Adolph Jentsch travelled widely in Namibia, producing a remarkable body of detailed and dazzling landscapes, although large-scale oil paintings by this artist are rare as the majority were lost when the barn they were stored in was destroyed by fire in 1975. Other notable Namibian artists include Fritz Krampe, Johannes Blatt, Axel Eriksson and Otto Schröder.

The Namibian landscape, with its uninterrupted horizons, dramatic shadows, pristine isolation and, most memorably, its rare, startling light, left a deep impression on South African landscape artist JH Pierneef, who visited the country in 1923 and again in 1924, and Maud Sumner, who was entranced by what she found when she first visited in the mid-1960s. Her extensive oil and watercolour paintings demonstrate her sensitivity to and appreciation of the inimitable landscape, particularly the Namib desert. These paintings are renowned for their subtly modulated colour fields and are considered the finest work of her last years as an active artist.

Few artists have captured the haunted isolation of abandoned desert towns more dramatically than Keith Alexander. He first visited the ghost towns in southern Namibia in 1980 and this intense encounter gave new impetus and direction to his work. Other South African artists who fell under the spell of the breathtaking Namib include Erik Laubscher, Gordon Vorster, Fleur Ferri, Otto Klar and Nico Roos.

877



878



877

### Maud Sumner

SOUTH AFRICAN 1902–1985

#### *A Ship at Anchor off the Namib Coast*

signed  
oil on canvas  
49 by 98 cm

R100 000 – 150 000

#### PROVENANCE

Strauss & Co, Cape Town, 8 October 2009, lot 283.  
Private Collection.

878

### Erik Laubscher

SOUTH AFRICAN 1927–2013

#### *Namib Woestyn*

signed and dated 76; signed and inscribed with the title on the reverse  
oil on canvas  
63,5 by 90,5 cm

R350 000 – 500 000

#### PROVENANCE

Acquired from the artist by Professor Andre Brink.  
Private Collection.



879



880



881

**881****Fritz Krampe**

GERMAN/SOUTH AFRICAN 1913–1966

*A Pair of Oryx in a Mountainous Landscape, Namibia*signed, dated 53 and inscribed 'Namib'  
watercolour on paper  
62,5 by 95 cm**R40 000 – 60 000****879****Otto Klar**

SOUTH AFRICAN 1908–1994

*Spitzkoppe - Südwest Afrika*signed and dated 1943; inscribed  
with the title on the reverse  
oil on artist's board  
40,5 by 59 cm**R40 000 – 60 000**

PROVENANCE

Stephan Welz & Co, in association  
with Sotheby's, Cape Town,  
10 October 2005, lot 270.  
Private Collection.**880****Johannes Blatt**

SOUTH AFRICAN 1905–1972

*Spitzkoppe*signed  
oil on panel  
34,5 by 46 cm**R25 000 – 35 000**



882

**Adolph Jentsch**

GERMAN/NAMIBIAN 1888–1977

***Schafpferch am Abend*  
(*Sheep Pen in the Evening*)**

signed with the artist's initials and dated 1941; inscribed with the artist's name and the title on a Die Kunsamer label adhered to the reverse  
oil on canvas  
70 by 101 by 3 cm

**R700 000 – 900 000****LITERATURE**

Nico Roos (1978) *Art in South-West Africa*, Pretoria: JP van der Walt, illustrated in black and white on page 131.

Painted three years after his arrival in South West Africa from Germany in 1938, *Schafpferch am Abend (Sheep Pen in the Evening)* is a rare work in the oeuvre of Adolph Jentsch because of its inclusion of animals, namely Karakul sheep, seen here nestling at dusk in a man-made kraal constructed from the branches of thorn trees. As Nico Roos suggests, Jentsch's paintings of Karakul sheep are important because 'in both content and approach these works differ from anything done until this time in South West African art. In reality these are portrayals of the farming industry, an important aspect of human activity and even now largely neglected by artists!'

The inclusion of the animal in the landscape further emphasises the feeling of total freedom of nature in which the presence of man often remains peripheral, in contrast to the largely man-made landscape as he had known it in Germany. Roos continues: 'Although man does not appear in these pieces, his presence is always sensed and his handiwork is apparent in

kraals of thorn tree boughs ... These are mainly mood pieces in which Jentsch gives the landscape an important place. Sometimes we see the sheep huddled together in kraals of thorny boughs commonly used in South West Africa ... which served to protect the livestock from the predatory beasts of the veld!'<sup>2</sup>

Inspired and vivacious, works such as *Schafpferch am Abend* elevate Jentsch's early observations of the Karakul beyond mere scientific animal studies to include them as a constituent part of the arid landscape in which they thrive. However, his portrayal of animals was limited to the first few years after his arrival in South West Africa, not appearing in his art after 1943 and setting this work apart from his later paintings in which the unique light of the South West African landscape would become the sole subject of Jentsch's artistic focus and vision.

1. Nico Roos (1978) *Art in South-West Africa*, Pretoria: JP van der Walt, page 130.

2. *Ibid*, page 134.



883

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Bushveld*

signed and dated 50

oil on canvas

40 by 54 cm

R1 500 000 – 2 000 000

"What is a landscape? Is it the rough upper surface of the earth, or the effects of its internal construction? What is a tree? Is it a colourful play of sparks of light between moving roofs, or is it an organic form of life given expression in the balance of its branches and trunks?" The trees in *Bushveld* may well represent a whole life cycle of spring turning into summer, judging from the different shades of greens of the trees at centre, and autumn (the yellows and oranges of the trees on the left) into winter (the whites of trees on the right).

1. Gré van der Waal-Braaksma (1990) 'Pierneef: The Artist', in PG Nel (ed) *JH Pierneef: His Life and His Work*, Cape Town: Perskor, page 156.

TO PLACE A BID CLICK ON THE RED LOT NUMBER

884

**Alexis Preller**

SOUTH AFRICAN 1911–1975

*Thrones of Heaven*

signed and dated '66  
oil and gesso on canvas  
101,5 by 86,5 cm

**R1 800 000 – 2 400 000**

**PROVENANCE**

Die Kunsamer, Cape Town.  
Private Collection.

**EXHIBITED**

Graham's Fine Art Gallery, Johannesburg,  
*Between Foothold and Flight*, 30 March to  
30 April 2006.

**LITERATURE**

Sean O'Toole (ed) (2006) *Between Foothold and  
Flight*, catalogue number 3, Johannesburg:  
Graham's Fine Art Gallery, page 84 and  
illustrated in colour on pages 85 to 87.

In 1966 Preller was spending extended periods at his home, Dombeya, at Hartbeespoort, designed by his friend, architect Norman Eaton, and named after the indigenous wild pear trees with their rounded clusters of exquisitely perfumed flowers which hang beneath the leaves. He enjoyed inviting guests to the newly-built accommodation and opening up his studio for the viewing of his latest output, setting a theatrical scene with strutting peacocks and spotted guinea fowl.

'His paintings at this time were dominated by two themes: one being the myths of Ancient Greece; the other, the astral themes – the galaxies and constellations – that had captured the imagination of earthlings of the Space Age (see figures 1–3). Because the myths of most early cultures were created to explain the mysteries of the cosmos, there were

inevitable associations between the two themes. Stylistically, the emphasis was on non-figurative form and, technically, Alexis was continuing to explore procedures of using gold and silver leaf in conjunction with gestural application of impasto swirls of paint.'

The present lot, like *Gold Chariot of the Sun*, is typical of the works produced at this time, significant in that they did not begin with a drawing of any image. The forms are a product of the process. The jewel-like turquoise reflects the iridescent plumage displayed in the peacock's tail, a backdrop to the golden swirls of galaxies energetically punctuated by crimson and yellow orbs. 'How wonderful yellow is. It stands for the sun.' – *Vincent Van Gogh*.

1. Esmé Berman and Karel Nel (2009) *Africa, the Sun and Shadows* (vol. 1), Johannesburg: Shelf, page 266.



Figure 1. *Constellation*, 1966



Figure 2. *Stele*, 1956



Figure 3. *Constellation*, 1966



TO PLACE A BID CLICK ON THE RED LOT NUMBER



TWO VIEWS OF LOT 885

**885**

**Neels Coetzee**

SOUTH AFRICAN 1940–2013

*Figure and Shield II*

1977

signed with the artist's initials  
and numbered 2/6  
bronze with a dark brown  
patina on a steel base  
length: 22 cm

**R200 000 – 300 000**

**LITERATURE**

Heather Martienssen (1978) *Neels Coetzee*,  
Johannesburg: Afrox, another cast from the  
edition illustrated in colour on page 18.

Koulla Xinisteris (2015) *Neels Coetzee:*  
*Crucible*, Johannesburg: Everard Read,  
illustrated in colour on pages 45, 46, 47  
and 51.

Linda Givon (2016) *Off the Wall*,  
Johannesburg: Wits Art Museum, illustrated  
in colour on page 19.

Cast by Sunet Ferreira, Pretoria.

'Conceptually, the Skull Series is concerned with the human condition in a broad sense and with the tragic nature of [wo/] man's destiny. There is not one work in the series which does not take on the character of either the whole body or parts of a body; the viewer can discern backs and heads, elements which hook and gauge. Tears, cracks and lacerations characterise these skulls repeatedly. The shield-like forms symbolising ineffectual defence are invariably dented and torn. The skulls, in their context of racks, grillers and tumbling structures, set up an interaction between solid and void that heightens the sense of emotional tension and conflict.'<sup>1</sup>

1. Neels Coetzee (1985) *The Skull: Formal and Iconographical Sculptural Derivations*, unpublished Master's dissertation, University of the Witwatersrand, Johannesburg, page 40.





886

**Rosamund  
Everard-Steenkamp**

SOUTH AFRICAN 1907–1946

***Fugue in Colour***

signed; dated July 1935 and  
inscribed with the artist's name  
and the title on the reverse  
oil on canvas  
26 by 33 cm

R300 000 – 350 000

**EXHIBITED**

Royal Institute Galleries, London, *Artists of  
the British Empire Overseas Exhibition*,  
8 to 29 May 1937.

Adler Fielding Gallery, Johannesburg, *The  
Everard Group*, 1967.

Pretoria Art Museum, Pretoria, *The Everard  
Group*, 1967.

Everard Read, Johannesburg, *The Everard  
Group: Then & Now*, 12 to 29 October  
2006.

**LITERATURE**

Anonymous (1937) *Artists of the British  
Empire Overseas Exhibition*, exhibition  
catalogue, London: Royal Institute  
Galleries, catalogue number 230, page 37.

Anonymous (1967) *The Everard Group*,  
exhibition catalogue, Johannesburg:  
Adler Fielding Gallery, catalogue  
number 51, illustrated in black and white,  
unpaginated.

AJ Werth (1967) *Die Everard-Groep/The  
Everard Group: Retrospective Exhibition*,  
exhibition catalogue, Pretoria Art

Museum, catalogue number 69,  
illustrated in colour, unpaginated.

Frieda Harmsen (1980) *The Women of  
Bonnefoi: The Story of the Everard Group*,  
Pretoria: Van Schaik, illustrated in black  
and white on page 173.

Anonymous (1982) *The Everard Group*,  
exhibition catalogue, Pietermaritzburg:  
Tatham Art Gallery.

Alan Crump (2006) *The Everard Group.  
Then & Now*, Johannesburg: Everard Read,  
illustrated in colour on page 20.



887

**David Brown**

SOUTH AFRICAN 1951–2016

*Untitled*

bronze and steel with  
a dark brown patina  
height: 158 cm

R600 000 – 800 000



888

**Erik Laubscher**

SOUTH AFRICAN 1927–2013

***Harbour Construction***

signed and dated 55  
oil on board  
60 by 69 cm

**R700 000 – 1 000 000**

LITERATURE

Hans Franssen (2009) *Erik Laubscher: A Life in Art*, Stellenbosch: SMAC, illustrated in colour on page 64.

After completing his art studies in London and Paris, Laubscher returned to Cape Town in 1950. In 1953 he was persuaded by Maurice van Essche and George de Leon to take over the Continental Art School in Dean Street, Cape Town, which he renamed the 'Contemporary School of Art'. Stanley Pinker and Alexander Podlashuc were students at the school. Although it was popular, well attended and it hosted many successful exhibitions, it could not support Laubscher and his growing family financially. In 1955, an opportunity arose to take a job as a 'colour consultant' at a Plascon Paint shop. This offered Laubscher a steady

income and the freedom to paint what he wanted to rather than painting to make sales.

During this time, Laubscher painted the present lot, *Harbour Construction*, with striking yellow sky and vibrant orange, contrasted with green and black, making a structurally appealing composition that reflects the artists interest in structured pictorial form. However, the subject of this piece is unusual, one of very few harbour scenes Laubscher painted during this time, and perhaps it represents new beginnings and reflects the new direction taken in the artist's professional life.



889

**Gladys Mgudlandlu**

SOUTH AFRICAN 1925–1979

***Cattle on a Hillside***

gouache on paper  
27 by 39 cm

**R30 000 – 40 000**

**EXHIBITED**

RMB Turbine Art Fair, Johannesburg,  
*Gladys Mgudlandlu and Maggie Laubser:  
Visionary Artists, Parallel Lives*, 28 August to  
2 September 2020, illustrated in colour on  
page 25 of the exhibition catalogue.

The uncanny relationship between very similar, yet very separate lives of two of South Africa's foremost artists, Gladys Mgudlandlu and Maggie Laubser was explored in a special Strauss & Co exhibition, mounted virtually during the 2020 RMB Turbine Art Fair in Johannesburg. The show focused on the visionary nature of their work, and the lives they led in parallel to each other.

Both Mgudlandlu and Laubser grew up in rural settings, in the Eastern and Western Cape respectively, and both artists' families and wider communities derided their artistic inclinations. Both artists' works and exhibitions were initially criticised. Mgudlandlu's were considered to be too innocent, naïve, and even escapist; Laubser's were deemed too modern initially, and later, not modern enough!

These two artists shared a common subject matter, especially, but not exclusively the use of birds as central motifs: Mgudlandlu focused most often on flocks of birds and Laubser on statuesque cranes and water birds. They were both fond of portrait painting, with Mgudlandlu portraying rural Xhosa women, and Laubser, the urban bohemia of Berlin, and the rural working class in South Africa. They both highlighted the nature of labour in the South African landscape, Mgudlandlu introducing a gender dimension to cattle herding, and Laubser depicting various aspects of harvesting.

Their painting styles were virtually synchronised, developing from strong, expressionist renderings, to highly abstract works. They shared a visionary, spiritual quality, both in their work and in their lives.



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890

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

*Ou Lena*

signed and dated '26  
oil on cardboard laid down on board  
40 by 34 cm

**R300 000 – 500 000**

**PROVENANCE**

Mrs A J Becker, Johannesburg.  
Acquired from the artist by the current  
owner's grandmother.

**LITERATURE**

Dalene Marais (1994) *Maggie Laubser: Her Paintings, Drawings and Graphics*, Johannesburg: Perskor, illustrated on page 188, catalogue number 546, with the title *Portrait of an Old Woman with Head Scarf*

In November 1924 Maggie Laubser moved to her parents' farm, Oortmanspost, near Klipheuwel in the Malmesbury district after living in Europe for the better part of eleven years. There she established a small studio and painted scenes from the farm and portraits of farm labourers such as Lena (lot 890). In this portrait Laubser uses the gaiety of the bright yellow headscarf as an antidote to the seriousness of Lena's countenance.

Laubser's first solo exhibition opened on 16 October 1930 in the Ou Hoofgebou of Stellenbosch University. In his review of this exhibition in *Die Huisgenoot*, AC Verloren van Themaat wrote: 'What these paintings convey to me is a love of people. They reveal to me something about South Africa that I have not yet discovered myself. The young women workers who are hanging there as paintings were born on the farm and grew up there; they are Hannie, the domestic servant, and Lena, who does small chores on the farm ... But they are spiritualised in a harmony of colours, grey and red, violet and green. They have been powerfully embodied and well drawn ... I get a sense of the compassion radiating from Maggie Laubser's work!'

1. AC Verloren van Themaat (1931) 'Een middag op die tentoonstelling van Maggie Laubser' (sic), *Die Huisgenoot*, 16 January.

891

**Gladys Mgudlandlu**

SOUTH AFRICAN 1925–1979

*Portrait of a Woman in a Red Dress*

gouache on paper  
50 by 36 cm

**R60 000 – 80 000**

**EXHIBITED**

RMB Turbine Art Fair, Johannesburg, *Gladys Mgudlandlu and Maggie Laubser: Visionary Artists, Parallel Lives*, 28 August to 2 September 2020, illustrated in colour on page 12 of the exhibition catalogue.

892

### Maggie Laubser

SOUTH AFRICAN 1886–1973

#### *Bird in a Landscape with Rays*

signed

oil on canvas laid down on board

45 by 40 cm

R500 000 – 700 000

#### PROVENANCE

From the Estate of a Gentleman.

#### EXHIBITED

South African Association of Arts,  
Cape Town, 1960.

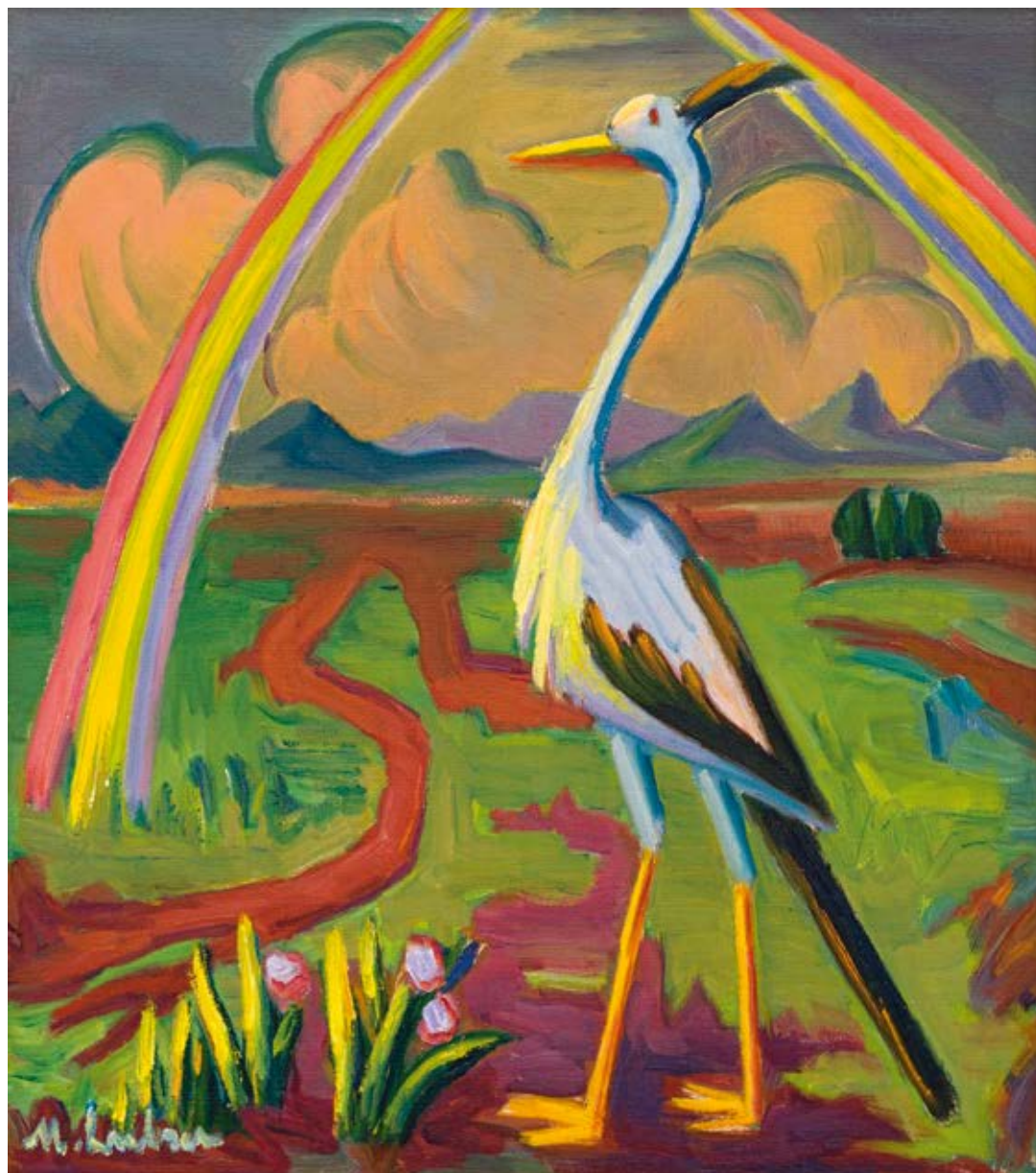
RMB Turbine Art Fair, Johannesburg,  
*Gladys Mgudlandlu and Maggie  
Laubser: Visionary Artists, Parallel Lives*,  
28 August to 2 September 2020,  
illustrated in colour on page 8 of the  
exhibition catalogue.

#### LITERATURE

Dalene Marais (1994) *Maggie Laubser:  
Her Paintings, Drawings and Graphics*,  
Johannesburg: Perskor, illustrated  
in black and white on page 349,  
catalogue number 1525.

In Europe, Maggie Laubser yearned for the wide open spaces of the South African landscape. Surely, she also longed for the wild birds with which she was familiar from roaming the fields as a child and collecting a variety of eggs. At that time, she also observed their habits and studied their behaviour. In 1924 when she finally returned to the country of her birth, it is not surprising that she took up the ties of her youth and birds became a major source of inspiration for her pictures.

The heron features in several of her landscape paintings, sometimes with



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ducks and sometimes with people that move into the distance. *Bird in a Landscape with Rays* differs from other compositions featuring herons as the bird's prominence is emphasised by a rainbow that seemingly splits into two rainbows: one on the left and the other on the right. Dramatically, the heron takes its position on the forefront of the picture plane, between the two rainbows that enshrine the bird. This configuration of the rainbow is suggestive of nature's cathedral and a Gothic arch is called to mind. Some of the rainbow colours

reflect on the bird's feathers linking the bird and the rainbow that connects heaven and earth. Therefore, it signifies 'as above, as below'. This heron embodies a heavenly messenger.

In addition to the colours reflected on the bird's feathers, which connect it to the rainbow, the elegant bearing of the bird enhances its regality. Enshrined by the rainbow arch, the bird becomes the ruler in this domain. That the earth where he treads is holy ground is confirmed by the double rainbow. In this domain there are barely any shadows, every colour is

luminous. The clouds become bulbous lights and the tracks of reddish brown that seemingly meander to and from the heron are energised to take on lives of their own. The track that emerges from the left corner moves into the middle distance where it swings down towards the heron where it stops. Its sweeping movement emulates the elegance of the bird. This is the domain of eternal light.

*Elza Miles*



893

**Gladys Mgudlandlu**

SOUTH AFRICAN 1925–1979

**Brown Rocks**

gouache on paper  
57 by 29 cm

R30 000 – 40 000

EXHIBITED

RMB Turbine Art Fair, Johannesburg,  
*Gladys Mgudlandlu and Maggie  
Laubser: Visionary Artists, Parallel  
Lives*, 28 August to 2 September  
2020, illustrated in colour on the  
inside front cover of the exhibition  
catalogue.



894

**Gladys Mgudlandlu**

SOUTH AFRICAN 1925–1979

**Blue Mountains and Trees**

gouache on paper  
50 by 37 cm

R50 000 – 70 000

EXHIBITED

RMB Turbine Art Fair,  
Johannesburg, *Gladys  
Mgudlandlu and Maggie Laubser:  
Visionary Artists, Parallel Lives*, 28  
August to 2 September 2020,  
illustrated in colour on page 22  
of the exhibition catalogue.

895

**Gerard Sekoto**

SOUTH AFRICAN 1913–1993

*Head of a Young Woman*

signed  
gouache on paper laid down  
on board  
49 by 31 cm

R200 000 – 300 000

PROVENANCE

Strauss & Co, Johannesburg,  
16 May 2011, lot 304.



895

© Gerard Sekoto Foundation | DALRO



896

© The Estate of Peter Clarke | DALRO

896

**Peter Clarke**

SOUTH AFRICAN 1929–2014

*Woman with Basket*

signed and dated June 1974;  
inscribed with the title on  
the reverse  
pastel on paper  
57,5 by 42 cm

R120 000 – 160 000



897

897

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Swimming Pool, Calvinia*

signed; inscribed with the title  
and 'acquired 1979' on the reverse  
oil on canvas  
35 by 39 cm

R100 000 – 150 000





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898

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

***Woman with Headscarf***

signed with the artist's initials  
charcoal and pastel on paper  
laid down on card  
54 by 41 cm

R50 000 – 70 000

**PROVENANCE**

Gifted by the artist to the  
current owner's family.



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899

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

***Boy in a Fez***

signed  
oil on cardboard  
44 by 35 cm

R500 000 – 700 000

**PROVENANCE**

Gifted by the artist to the  
current owner's family.

**LITERATURE**

Dalene Marais (1994) *Maggie Laubser: Her Paintings, Drawings and Graphics*, Johannesburg: Perskor, similar examples illustrated in black and white on page 321, catalogue number 1351, and page 322, catalogue numbers 1353 and 1354

Accompanied by 3 books on the artist, 3 exhibition catalogues, an unopened newspaper, 2 letters, 3 postcards and an assortment of press clippings.

**The Küpper Family Collection**

Jan Hugo and Sophie Charlotte Küpper came to South Africa from Germany, as members of the Moravian Mission Society. In 1928, they settled at the society's mission station at Mamre, in the Western Cape, where Jan ran the Mission's general dealer store. At the time Maggie Laubser was living at Oortmanspost, the Laubser family farm, not far from Mamre, and she became acquainted with the Küppers. She stayed with them whenever she wanted to paint in the area and, in gratitude for the Küppers' hospitality during these visits, Maggie would give her hosts one or more paintings.

The six artworks (lots 898–903) by Maggie Laubser on this sale were acquired by the family in this way, and they act as both a testament to the friendship between the artist and the Küppers, and a time capsule of the era in which they were produced.

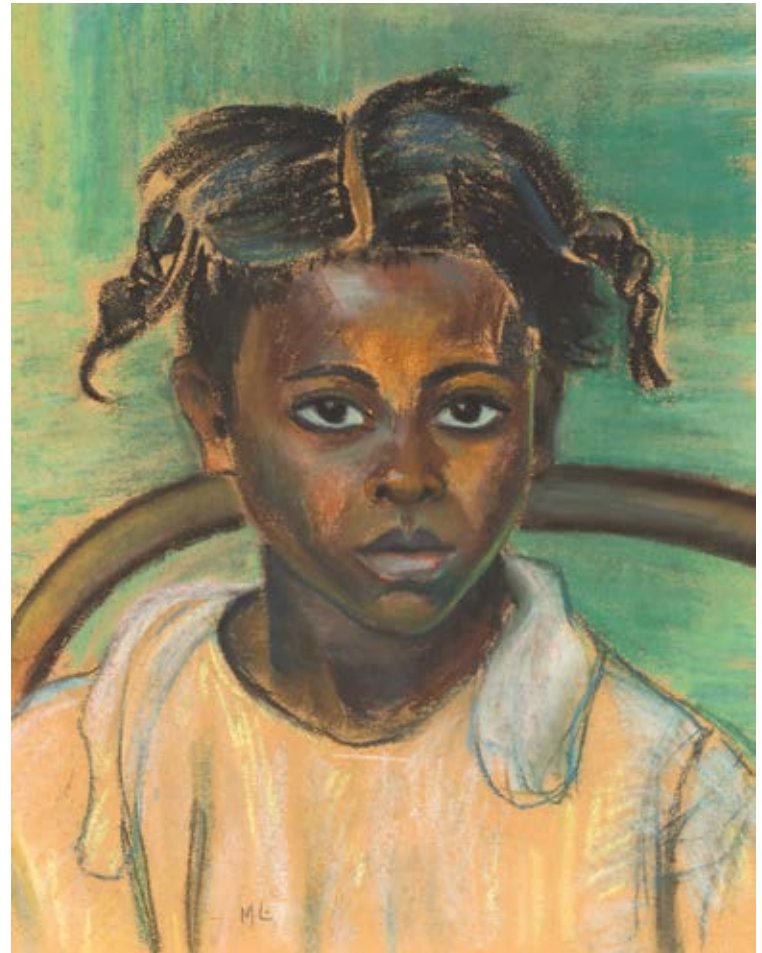


Sophie Charlotte Küpper and her two sons in their house in Mamre. Maggie Laubser's *Woman with Headscarf* (lot 898) is visible on the wall.



900

© The Estate of Maggie Laubser | DALRO



901

© The Estate of Maggie Laubser | DALRO

900

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

***Woman in Pink  
Headscarf***

signed with the artist's initials  
pencil and chalk pastel on  
paper  
34 by 25 cm

**R150 000 – 200 000**

**PROVENANCE**

Gifted by the artist to the  
current owner's family.

901

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

***Seated Girl***

signed with the artist's initials  
pastel on paper laid down on  
card  
37 by 29 cm

**R150 000 – 200 000**

**PROVENANCE**

Gifted by the artist to the current  
owner's family.

**LITERATURE**

Dalene Marais (1994) *Maggie  
Laubser: Her Paintings, Drawings  
and Graphics*, Johannesburg:  
Perskor, a similar example  
illustrated in black and white on  
page 227, catalogue number 785.

902

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

***Heron***

signed  
linocut  
image size: 20 by 15,5 cm

**R10 000 – 15 000**

**PROVENANCE**

Gifted by the artist to the current  
owner's family.

**LITERATURE**

Dalene Marais (1994) *Maggie  
Laubser: Her Paintings, Drawings  
and Graphics*. Johannesburg and  
Cape Town: Perskor, illustrated  
on page 280, catalogue number  
1105, with the title *Bird in a Water  
Surroundings*.



902

© The Estate of Maggie Laubser | DALRO



903

**Maggie Laubser**

SOUTH AFRICAN 1886–1973

*Still Life with Proteas,  
Oranges and Apples*

signed with the artist's initials

oil on board

53 by 43,5 cm

R250 000 – 350 000

PROVENANCE

Gifted by the artist to the  
current owner's family.

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TO PLACE A BID CLICK ON THE RED LOT NUMBER



904

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Evening Glow (Aandgloei)*

signed and dated 45; inscribed  
with the title on the reverse

oil on board

28 by 36,5 cm

R200 000 – 300 000



905

**Jacob Hendrik Pierneef**

SOUTH AFRICAN 1886–1957

*Die Wolk*

signed and dated 1920; inscribed with a dedication 'To dear Susan with fond love from Mams. Anne du Toit.' and bears an E Schweickert plaque on the reverse  
oil on canvas  
89,5 by 58,5 cm

**R2 200 000 – 2 800 000**

**PROVENANCE**

Bernardi Auctioneers, Pretoria,  
6 May 2017, lot 281.  
Private Collection.



906

**Ruth Everard Haden**

SOUTH AFRICAN 1904–1992

*Red Landscape (Komati River)*

signed; inscribed with the artist's  
name and the title on the reverse  
oil on canvas  
60 by 81 cm

**R350 000 – 450 000**

PROVENANCE

Bonham's, London, 19 March 2014,  
lot 39.  
Private Collection.



907

**Olivia Musgrave**

IRISH 1958-

*Two Figures on Horseback*

signed and numbered 2/9  
bronze with a verdigris patina  
height: 94 cm

R300 000 – 400 000

A painted wood plinth, height: 76 cm,  
accompanies the lot.

TO PLACE A BID CLICK ON THE RED LOT NUMBER

908

**Erik Laubscher**

SOUTH AFRICAN 1927-2013

*Abstract*

signed and dated 58 Aug; dated  
1958 and inscribed with the title  
on the reverse  
oil on canvas  
45,5 by 61 cm

R 350 000 - 450 000

PROVENANCE

The artist's estate.  
Thence by descent to  
the current owner.



909

**Erik Laubscher**

SOUTH AFRICAN 1927-2013

*Abstract Composition*

signed, dated '58 Aug; signed, dated  
Aug 1958 and inscribed with the title  
on the reverse  
oil on canvas laid down on board  
75,5 by 60 cm

R500 000 – 700 000

LITERATURE

Hans Franssen (2009) *Erik Laubscher:  
A Life in Art*, Stellenbosch: SMAC,  
illustrated in colour on page 253.





910

**Robert Hodgins**

SOUTH AFRICAN 1920–2010

*Girl at a Window*

signed, dated 1997/8 and inscribed with the title and 'the artist's private collection' on the reverse  
oil on canvas  
122 by 91 cm

**R700 000 – 900 000**

This large canvas depicting a naked figure in a window rehearses many of the formal and thematic concerns that occupied Robert Hodgins during his later career. The lumpy pink figure at the centre of the composition epitomises his unflattering approach to the human form. A woman rather than a girl, his figure is redolent of numerous indelicately rendered female protagonists (including *Tart*, shown at the South African National Gallery in 1986), but also shares affinities with various older naked male figures. This ambiguity pervades the setting of his painting. The central figure occupies a recess within a band of purplish blue flanked on each side by wedges of black; further stripes of yellow and coral pink add to the verticality. Notwithstanding his figurative persuasions, Hodgins frequently rendered architectural space as a rudimentary choreography of bold colours. Sometimes additional line work locates the action in some or other interior or exterior setting. Is this an urban vista? Are the George Grosz-like male figures at bottom kerbside patrons? It is possible that the scene dramatises aspects of the artist's early London biography, when he worked as a factotum for a newsagent in Soho. His labours included delivering magazines to sex workers in their parlours. Commenting on the recurrence of these formative experiences in his late-career paintings, Hodgins in 2007 remarked: 'It isn't called up, but I suddenly recognise it – a Soho street, a Soho prostitute.'<sup>1</sup> Hodgins, though, was not a social realist painter. 'What interests me is a sense of the incongruity of the way we all live together in this world,' he said in 1984, at the start of his revival as a painter. 'One is in a way trying to find a metaphor for the wonder and horror of a world in which terrible things and beautiful things exist together.'<sup>2</sup>

1. Interview with artist by Sean O'Toole, November 2007, Menlo Park, Pretoria.

2. Ivor Powell (1984) 'One of My Own Fragments: An interview with Robert Hodgins', *De Arte* 31, page 42.



911

### Norman Catherine

SOUTH AFRICAN 1949–

#### *Who Zoo*

signed and dated 2006  
carved and painted wood  
125 by 181 by 10 cm

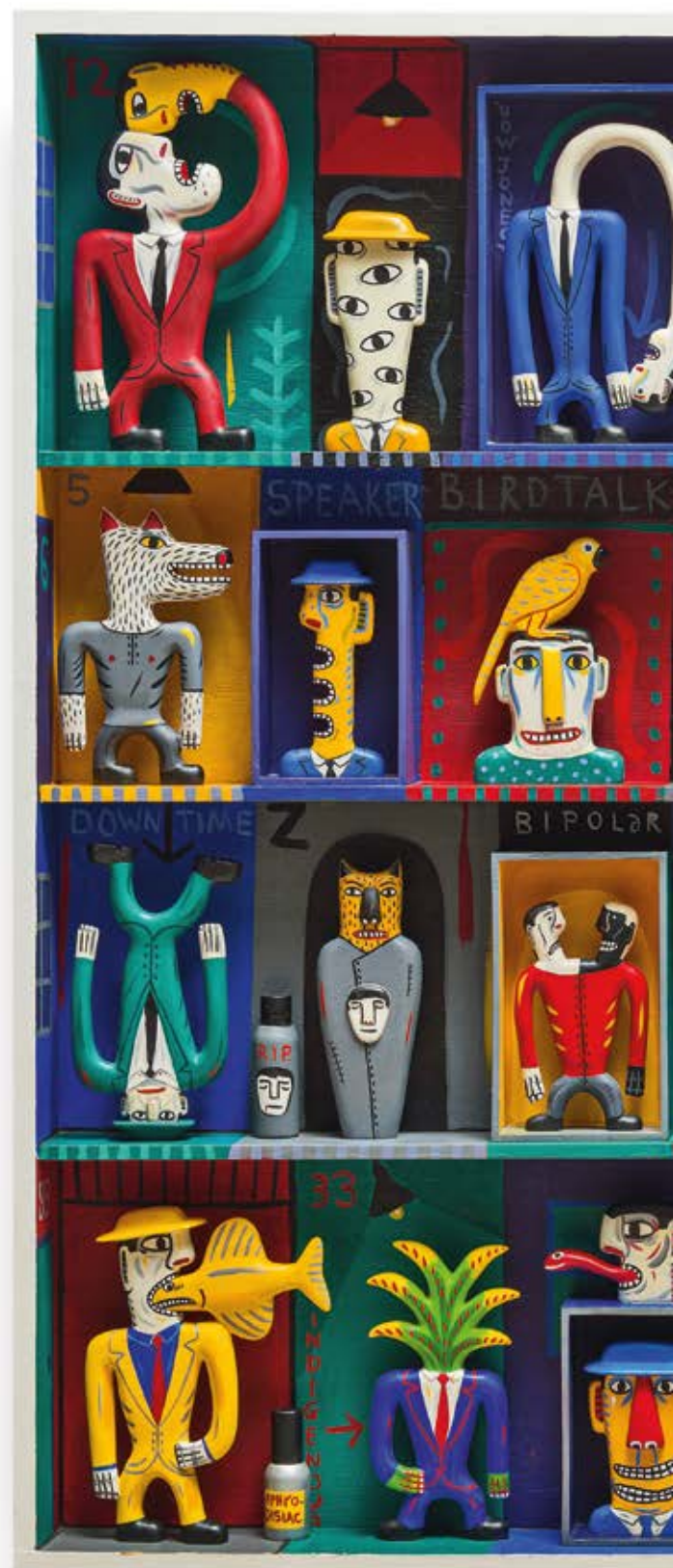
R800 000 – 1 200 000

Sculpture is integral to Norman Catherine's febrile brand of pop-expressionism. In 1973/74 he produced a series of surreal and anthropomorphic sculptures that pre-empted his subsequent interest in visualising psychological anxieties through hybrid human-animal forms. Catherine's method as an artist is evolutionary. His work typically progresses through series, fragments of earlier ideas often invoked and reworked in new pieces. This is true of the diminutive painted-wood sculptures he began showing in the mid-1990s, of which this includes more recent examples. The figures translated into three-dimensional form were birthed in his paintings of the late 1980s and early 1990s. They also owed a debt to his ensemble of pop-coloured characters – businessmen, policemen, skeletons, jollers – crafted from flat metal and sometimes presented in stylised tableaux and cabinets.

Slicker in form and finish than this earlier sculptural work, Catherine's wood figures gestured to the West African tradition of painted *colon figures* representing either European or African subjects in occupational attire. These popular tourist objects, which had recently become available in post-apartheid South Africa when this work was created, trace their lineage to divination figures produced by the Baule peoples of Côte d'Ivoire. The talismanic quality of Baule figures is key to an appreciation of Catherine's cabinet figures. 'Through these figurines, I try to capture as many of the characteristics and pathologies of human nature that I have come across and to expose the taboos behind different cultural superstitions.'

Musician David Bowie, who visited South Africa in 1995, was immediately taken by Catherine's vivid sculptures. At his advice dealer Bernard Jacobson staged a South Africa exhibition in London from which Bowie acquired Catherine's cabinet sculpture *Fanagalo Store* (1995). It was sold in 2016 at a London auction for £81 250. The present lot is bookend to the series started a decade earlier and contains, in miniature, many figures that Catherine has since monumentally cast in bronze, including *Piscivorous* and *Know Thyself* (both 2013).

1. Hazel Friedman (2000) *Norman Catherine*, Johannesburg: Goodman Gallery, page 123.







912

**Robert Hodgins**

SOUTH AFRICAN 1920–2010

*The Golem Girls*

dated 2004 and inscribed with  
the title and the medium on a  
label adhered to the reverse

oil on canvas

60 by 90 cm

R400 000 – 600 000



913

**Robert Hodgins**

SOUTH AFRICAN 1920–2010

*Sullen in Wall Street*

signed, dated 2006 and inscribed  
with the artist's name and the title  
on the reverse

oil on canvas

60 by 60 cm

R350 000 – 500 000

PROVENANCE

Goodman Gallery, Johannesburg.

Private Collection, Johannesburg.



914

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Gathering at the Market*

signed

oil on board

29 by 21,5 cm

R150 000 – 200 000



915

**Irma Stern**

SOUTH AFRICAN 1894–1966

*Street Scene, Madeira*

signed and dated 1931

gouache on paper

48 by 37,5cm

R400 000 – 600 000

916

**Irma Stern**

SOUTH AFRICAN 1894–1966

**Night**

signed; inscribed with the artist's name and the title on the reverse

oil on canvas

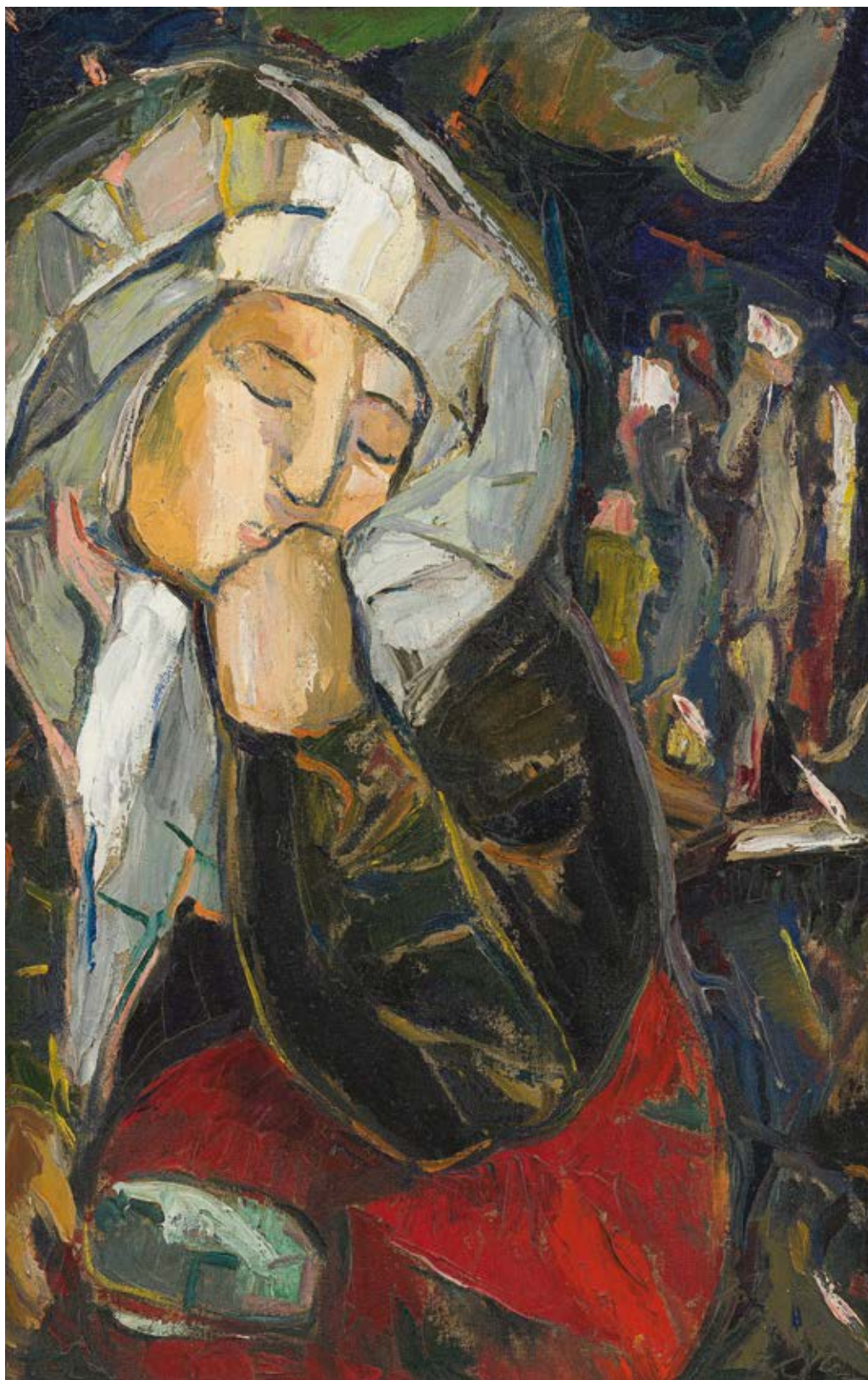
86 by 54 cm

**R1 500 000 – 2 000 000**

**LITERATURE**

Sean O'Toole (ed) (2006) *Between Foothold and Flight*, catalogue number 3, Johannesburg: Graham's Fine Art Gallery, and illustrated in colour on page 43 with the title *Flight*.

The veil, the headscarf, the turban all play an important part in Irma Stern's portraiture. Not only do they intimate social standing, cultural identity, and religious affiliation, but also femininity and domestic intimacy. In the present lot, which seems stylistically to date from the 1950s, the sitter is surrounded by a bright white halo-like headscarf, and appears to be asleep or in deep contemplation, her chin resting meditatively on her hand. The mood is sustained by muted colours and the dark tones of the figures in the nightly background, the red of her skirt only, lighting up the darkness around her. This portrait is reminiscent of another work, *Meditation*, that featured in the South African section of the Venice Biennale in 1958 and shares some formal affinities with *Woman with Hand to Head* (1952) in the UCT Irma Stern, Museum, Cape Town. Is the woman's costume in this work some sort of European traditional dress or could she perhaps be a member of a religious order, perhaps she's a nun? In the 1950s, Stern painted work inspired by what might be termed Mediterranean Catholicism. She was in Italy often in that decade, showing at four Venice Biennales, and she also spent summers in Alicante in Spain, into the early 1960s, on long painting sojourns prompted by her increasingly poor health.



917

**Alexis Preller**

SOUTH AFRICAN 1911–1975

*Archangel*

signed and dated '75

oil on canvas

70 by 60 cm

R1 500 000 – 2 000 000

EXHIBITED

Goodman Gallery, Johannesburg, 12 to  
29 November 1975, catalogue number 15.

Alexis Preller's *Archangel* was bought by the current owner from the artist's last exhibition during his lifetime, at the Goodman Gallery in 1975. The visitor asked the artist which work he should buy and Preller pointed unhesitatingly to *Archangel*. The exhibition was a triumph, but Preller unfortunately had little time to bask in the success as he died a few weeks later while undergoing surgery. The present lot was completed in that year, but it reworks themes and concerns begun many years earlier, as was typical of Preller's practice. The composition reproduces the idea of the disembodied,

isolated head first developed in the Urn and African head paintings of the 1940s, but here continues, specifically, the series of 'Angel' heads that depicts imaginary mythological god-kings (and king-gods) familiar from *Angel King* (1971) and *Space Angel* (1971), among others. Preller was a keen student of traditional African sculpture, and the outlined almond eyes, full lips and scarified cheeks in the present lot are reminiscent of Yoruba Ibeji figures from Nigeria, with which he was familiar. The ritual pharaonic beard has its origins further north, in Egypt, where it was a marker of kingly power

and divine authority, and the residual spiked helmet (visible also as worn by the band of warriors in the *All Africa* mural of 1953–55) derives from an imaginary archaic culture, whether African or Mediterranean. The work has an unusually monochromatic colour palette for Preller – none of the iridescent turquoises and luscious coral tones so characteristic of his work in the 1960s – and perhaps it speaks of a more sombre, introspective moment in the artist's life, when, weak from an energy-sapping illness, he depicts a spectral angel, a shadow of its earlier vivid manifestations.



Figure 1. Alexis Preller, *Angel King*, 1971



Figure 2. Alexis Preller, *Space Angel*, 1971



Figure 2. Alexis Preller, *Angel*, 1972





TO PLACE A BID CLICK ON THE RED LOT NUMBER

918

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*A Crowd*

signed

oil on canvas laid down on board  
58 by 73,5 cm

R500 000 – 700 000

PROVENANCE

Strauss & Co, Johannesburg,  
7 November 2011, lot 283.  
Private Collection.



919

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Haitian Woman*

signed; inscribed with  
the title on the reverse  
oil on canvas

49,5 by 58,5 cm

R300 000 – 400 000



920

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Abstract Composition*

signed  
oil on canvas  
50 by 60 cm

R350 000 – 500 000

PROVENANCE

Gordon McIntosh, acquired  
from the artist, mid-1960s.  
Deneys Reitz.



921

**Walter Battiss**

SOUTH AFRICAN 1906–1982

*Phemius*

inscribed with the title; a certificate of  
authenticity signed by the artist's son,  
Giles Battiss, adhered to the reverse  
oil on canvas  
49 by 59 cm

R250 000 – 350 000





922

**Fred Page**

SOUTH AFRICAN 1908–1984

*All Signs Had Disappeared  
Without a Trace*

signed and dated '68; signed,  
inscribed with the title and 'PE 1968'  
acrylic on board  
57 by 88 cm

**R140 000 – 180 000**

LITERATURE

Jeanne Wright and Cecil Kerbel  
(2011) *Fred Page: Ringmaster of the  
Imagination*, Port Elizabeth: Cecil  
Kerbel and Jeanne Wright, illustrated  
in colour on page 44, plate 95.



923

**Dylan Lewis**

SOUTH AFRICAN 1964–

*Trans-Figure XXI, maquette*  
(S282)

2010

signed and numbered 7/12  
bronze with a verdigris patina  
on a concrete base  
height: 253 cm

R500 000 – 550 000

LITERATURE

Christie's (2019) *Shapeshifting*, auction  
catalogue, London, 10 September  
2019, another work from the edition  
illustrated as lot 25 on page 26.

TWO VIEWS OF LOT 923



Photograph by Gerde Genis



The 'Big Cat' series, with variations on the theme ranging from domestic cats through to life-size and larger-than-life examples of wild cats, is amongst Dylan Lewis's most popular subjects.

Lewis's sculptures are initially conceived as drawings that capture the nature and the vitality of the subject he is recording. These sketch-book pages serve both as reference and inspiration for his sculptural compositions. These lively drawings, with responsive use of line and rhythm, capture the essence of what he seeks to express in clay where the modelling process transforms it into expressive and dynamic volume and vitalises the waking animal. These poses of cheetah and leopard, whether in repose or alert, demonstrate the interplay of muscular dynamism.

It is not surprising, therefore, that these embodiments of languid power and grace are to be found in many prominent collections, on golf courses and in botanical gardens.

'To me the Cat is the ancient guardian of wilderness, repository of elegance, sensuality and power.'<sup>1</sup>

1. Dylan Lewis, in Laura Twiggs (ed) (2006) *Forces of Nature: The Sculpture of Dylan Lewis*, Pardus, page 42.



924

**Dylan Lewis**

SOUTH AFRICAN 1964–

*Standing Leopard III maquette (S334)*

2012

signed, numbered 10/15, stamped S334 and

with the Bronze Age foundry mark

bronze with a brown patina

height: 71 cm

R350 000 – 500 000





925

**Dylan Lewis**

SOUTH AFRICAN 1964–

*Playing Cheetahs (S198)*

2003

signed, numbered AP1 and S198,  
and stamped with the foundry mark  
bronze with a brown patina  
height: 22,5 cm

R200 000 – 250 000

LITERATURE

Laura Twigg (ed) (2011) *Dylan  
Lewis: Animal Bronzes 1989-2005:  
The Collectors' Guide*, Cape Town:  
Pardus, another cast from the  
edition illustrated on page 149.

TO PLACE A BID CLICK ON THE RED LOT NUMBER



926

**Dylan Lewis**

SOUTH AFRICAN 1964–

*Sitting Cheetah II (S238)*

2005

signed, numbered 4/12 and S238  
bronze with a dark brown patina  
height: 125 cm

R1 000 000 – 1 500 000

LITERATURE

Laura Twiggs (ed) (2011) *Dylan Lewis:  
Animal Bronzes 1989–2005: The  
Collectors' Guide*, Cape Town: Pardus,  
another cast from the edition  
illustrated on page 177.



927

**Dylan Lewis**

SOUTH AFRICAN 1964–

*Stretching Leopard (S47)*

signed, dated 96 and numbered 5/8  
bronze with a brown patina  
height: 67 cm

R900 000 – 1 200 000

LITERATURE

Laura Twigg (ed) (2011) *Dylan Lewis: Animal Bronzes 1989-2005: The Collectors' Guide*, Cape Town: Pardus, another cast from the edition illustrated on page 41.

928

**Dylan Lewis**

SOUTH AFRICAN 1964–

***Awakening Leopard*  
(S42)**

signed, dated 96 and  
numbered 5/8  
bronze with a brown patina  
height: 39 cm

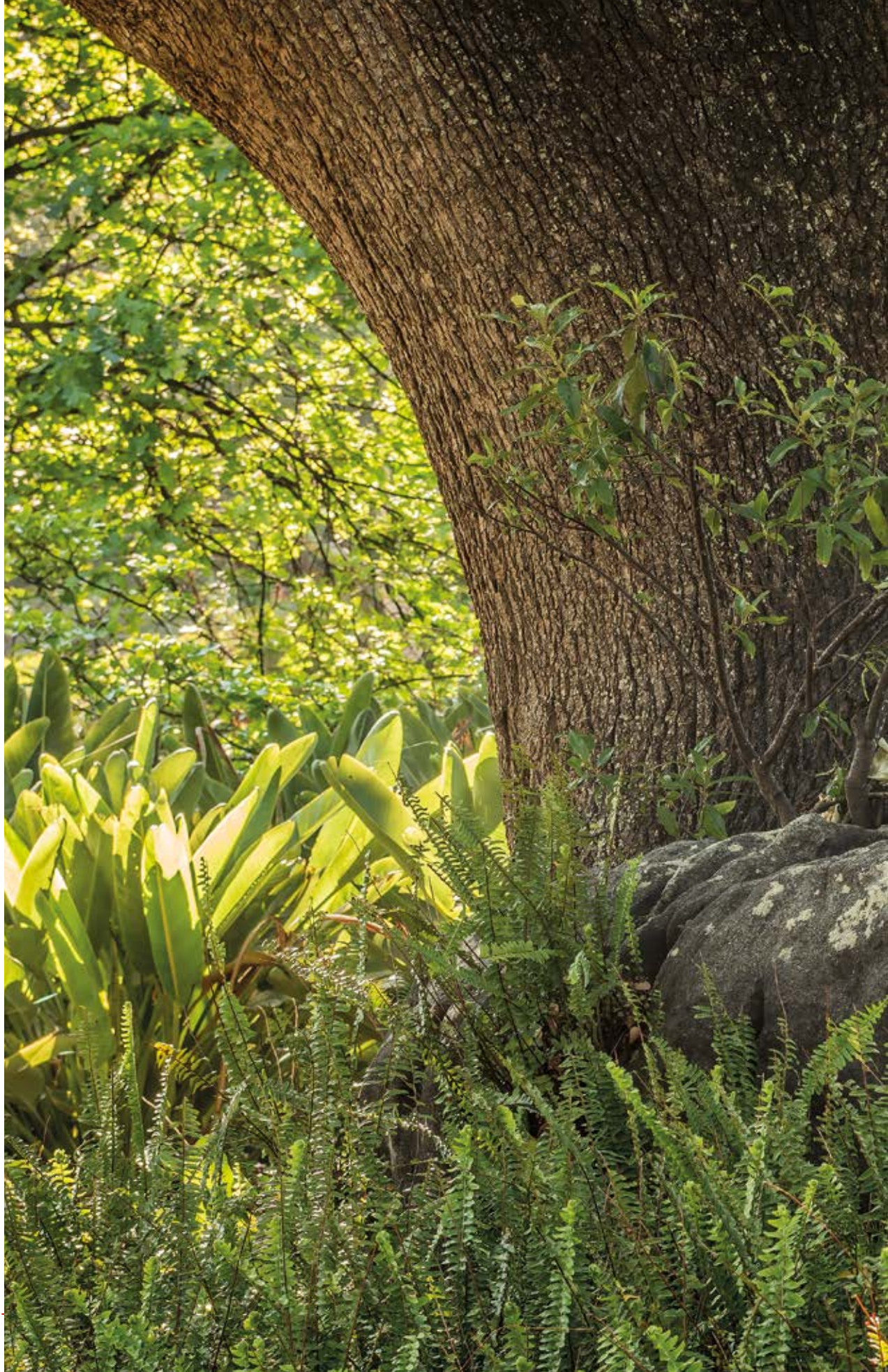
**R900 000 – 1 200 000**

**LITERATURE**

Laura Twiggs (ed) (2011)  
*Dylan Lewis: Animal Bronzes  
1989–2005: The Collectors' Guide*,  
Cape Town: Pardus, another  
cast from the edition illustrated  
on page 38.

'This sculpture is from the  
Leopard Creek set, a series  
of 18 sculptures in which I  
explore the leopard form in  
a progression of different  
attitudes (from a state of  
repose through to awakening,  
hunting, stalking and killing). It  
was a project that allowed me  
to explore the animal in depth  
in terms of its form and what  
it represented to me. Here I  
explore the suppleness of the  
relaxed cat, the curve of the  
tail echoing in the form of the  
stretched body.'

*Dylan Lewis*





# Strauss & Co

Fine Art Auctioneers | Consultants

## Conditions of Business

Strauss and Company Proprietary Limited (Registration No. 1972/000019/07) (**Strauss & Co**) carries on business as fine art, decorative arts, jewellery and wine auctioneers and consultants. As auctioneers, Strauss & Co would usually act as agent of the seller of a lot or (in instances where Strauss & Co owns or has a financial interest in any lot) as principal. The contractual relationship of Strauss & Co with prospective buyers and sellers is governed by (i) the conditions set out below, (ii) Strauss & Co's privacy policy, (iii) where applicable, Strauss & Co's online terms (available at <https://www.straussart.co.za/> and at <https://www.straussart.co.za/straussonline>), (iv) any additional or special terms and conditions that Strauss & Co may impose (whether in the form of notices displayed on the website, at the premises at which any auction is conducted or announced by the auctioneer prior to or during any auction and whether in respect of any specific lot or in general), and (v) such other terms and conditions as may be set out in any relevant catalogue (collectively the **'general conditions of business'**). Strauss & Co confirm that these general conditions of business comply with section 45 of the Consumer Protection Act, 2008 and with the Regulations promulgated thereunder pertaining to auctions.

Strauss & Co reserves the right to amend or delete any part of the website and the general conditions of business at any time and without prior notice. You should review the general conditions of business on a continual basis and remain up-to-date in respect of any changes.

### 1. DEFINITIONS

In these general conditions of business, headnotes are for convenience only and shall not be used in their interpretation, and unless the context clearly indicates a contrary intention, any expression which denotes any gender shall include the other genders, any expression which denotes the singular shall include the plural (and vice versa), any expression which denotes a natural person shall include a juristic person (and vice versa) and the following terms shall have the following meanings:

- 1.1. **'auction'** means any private treaty or auction sale (effected or conducted through whatever medium, in person, online or otherwise) at which a lot is offered for sale by Strauss & Co;
- 1.2. **'auctioneer'** means the representative of Strauss & Co conducting an auction;
- 1.3. **'bidder'** means any person making, attempting or considering to make a bid or offer to buy a lot at an auction, including the buyer of that lot;
- 1.4. **'buyer'** means the bidder who makes the bid or offer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, and (where the buyer is an agent acting for a principal), the buyer and the buyer's principal jointly and severally;
- 1.5. **'business day'** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.6. **'buyer's premium'** means the premium payable by the buyer of a lot to Strauss & Co on the sale of that lot, calculated on the hammer price of that lot at the relevant current rates;
- 1.7. **'catalogue'** means any advertisement, brochure, estimate, price-list and other publication (in whatever medium, electronically or otherwise) published by Strauss & Co in respect of any auction;
- 1.8. **'current rates'** means Strauss & Co's current rates of commission, premiums and other amounts payable to Strauss & Co for the time being, together with VAT thereon (if any), all as published by Strauss & Co (whether in a catalogue or otherwise) or as agreed be-

tween a prospective buyer or seller (as the case may be) and Strauss & Co;

- 1.9. **'forgery'** means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source, which is not shown to be such in the description in the catalogue and which at the date of the sale had a value materially less than it would have had if it had been in accordance with that description and includes any misrepresentation, whether deliberate or otherwise, made with the intention of deceiving as to authorship, origin, date, age, period, culture or source;
- 1.10. **'hammer price'** means the bid or offer made by the buyer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, together with VAT thereon (if any);
- 1.11. **'lot'** means any item or items to be offered for sale as a unit and identified as such by Strauss & Co at an auction. Each lot is, unless it is indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.12. **'parties'** means the buyer, seller and Strauss & Co;
- 1.13. **'personal information'** means any information relating to a bidder, buyer, seller or user of the website that identifies the bidder, buyer, seller or user or could reasonably be used to identify the bidder, buyer, seller or user regardless of the medium involved, including sensitive data.
- 1.14. **'prime rate'** means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 day year, irrespective of whether or not the year is a leap year) from time to time published by The Standard Bank of South Africa Limited, or its successor-in-title, as being its prime overdraft rate, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.15. **'privacy policy'** means the privacy policy of Strauss & Co which can be accessed by clicking on this link: <http://www.straussart.co.za/>;
- 1.16. **'private treaty'** means the sale of any lot other than by auction sale at a price privately agreed on by the buyer and seller;
- 1.17. **'purchase price'** means the hammer price of any lot at a sale thereof, plus the applicable buyer's premium (plus VAT) for that lot, plus all recoverable expenses for which the buyer is liable in respect of that lot;
- 1.18. **'recoverable expenses'** includes all fees, taxes (including VAT), charges and expenses incurred by Strauss & Co in relation to any lot that Strauss & Co is entitled to recover from a buyer or seller;
- 1.19. **'reserve'** means the confidential minimum hammer price (if any) at which a lot may be sold at an auction as agreed between the seller of that lot and Strauss & Co in writing;
- 1.20. **'sale'** means the sale of any lot at an auction, whether done by private treaty or auction sale, and 'sell' and 'sold' shall have corresponding meanings;
- 1.21. **'sale proceeds'** means the amount due by Strauss & Co to the seller of a lot in respect of the sale of that lot, made up of the hammer price of the lot, less the applicable seller's commission (plus VAT) for that lot, less all recoverable expenses for which the seller is liable in respect of that lot and any other amounts due to Strauss & Co by the seller in whatever capacity and howsoever arising;
- 1.22. **'seller'** means the person named as the seller of any lot, being the person that offers the lot for sale;
- 1.23. **'seller's commission'** means the commission payable by the seller to Strauss & Co on the sale of a lot that is calculated on the hammer price of that lot at the relevant current rate;

- 1.24. **'VAT'** means value added tax levied in terms of the Value Added Tax Act, 1991 including any similar tax which may be imposed in place thereof from time to time; and

- 1.25. **'website'** mean the Strauss & Co website located at <https://www.straussart.co.za/> and at <https://www.straussart.co.za/straussonline> and includes any part or element thereof.

### 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@strausart.co.za](mailto:info@strausart.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 timeously 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@straussart.co.za](mailto:jhb@straussart.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 only 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 controls 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.

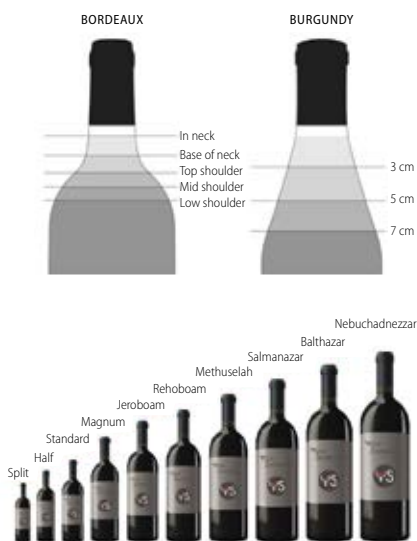
7.10.5. Strauss & Co, our associated companies, suppliers, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from electronic communications errors or failures, technical hardware and software failures, lost, unavailable or delayed network connections 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@strausart.co.za](mailto:info@strausart.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

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

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Claude Bouscharain (1922-2020) "TO REMEMBER JULES HENRI ACHILLE LECLERCQ" 1974  
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# Artist Index

by Lot Number

- Aikman, J 605  
Annandale, S 567  
Ardmore Ceramic Studio 574  
Armitage, K 861  
Armstrong, J 537  
Bailey, B 677  
Ballen, R 541  
Battiss, W 386, 387, 395, 396,  
436, 583, 693, 697, 698, 699,  
700, 701, 795, 808, 873, 897,  
914, 918, 919, 920, 921  
Bell, D 432, 434, 561, 608, 609,  
610, 676  
Berman, K 641  
Bernhard, R 779  
Bester, W 760  
Bisschoff, O 330  
Blatt, J 880  
Blom, Z 425, 617  
Boonzaier, G 211, 366, 367, 714,  
716  
Bosch, E 486, 487, 492  
Boshoff, A 755  
Boshoff, W 620, 621  
Bosigo, T 481  
Botha, D 255, 256, 715  
Bouscharain, C 824  
Brainwash, Mr 773  
Braque, G 281  
Breytenbach, B 400  
Brice, L 607  
Brown, D 887  
Caldecott, S 305  
Calder, I 458, 459  
Carter, S 804  
Cartier-Bresson, H 780, 781  
Catherine, N 415, 581, 582, 586,  
618, 633, 634, 635, 658, 659,  
729, 738, 759, 783, 784, 785,  
911  
Chadwick, L 862  
Chiurai, K 668  
Cianfanelli, M 639  
Cilliers-Barnard, B 417, 757  
Claerhout, F 739, 747  
Clarke, P 212, 540, 691, 692, 767,  
768, 770, 872, 896  
Coetzee, C 280, 333, 378, 399,  
708, 709, 710, 735, 736  
Coetzee, N 885  
Coetzer, W H 356  
De Wet, B 611, 615  
Desmond, N 758  
Dhlamini, J 554  
Dingemans, J 213  
Doisneau, R 777  
Domsaitis, P 748, 806  
Drift, R 565, 566  
Drostdy Ware (Grahamstown  
Pottery) 449  
Du Toit, P 236, 334, 803  
Dumas, M 521, 522, 539  
Dutch School 17th Century 291  
Dyalvane, A 454, 491  
Eloff, F 845  
Esmonde-White, E 390, 391  
Everard-Steenkamp, R 364, 886  
Feni, D 765, 766, 850, 851, 852  
Fourie, A 671  
Frink, E 859  
Garrett, I 431, 483, 490, 528  
Geers, K 520  
Glenday, K 457, 535, 536  
Goldblatt, S 789  
Goodman, R G 195, 196, 354,  
360  
Gottgens, K 646  
Gratrix, G 601, 679, 680  
Grobler, L 662  
Gutsa, T 373  
Gutter, P 644, 645  
Haden, R E 906  
Hallett, G 515, 516, 517, 518, 519  
Harrs, H 727  
Hassan, K 660  
Heath, J 328  
Heydenrych, C 544  
Higgs, C 230, 231  
Hindley, M 602  
Hlungwani, P 627, 654  
Hodgins, R 278, 279, 345, 411,  
412, 416, 437, 438, 439, 460,  
496, 502, 503, 504, 524, 526,  
563, 585, 619, 702, 837, 870,  
910, 912, 913  
Hoets, D 488, 493  
Hoffmann, 440, 441, 442, 443,  
444, 445, 498, 555, 556, 557  
Hön, E 465, 466, 467, 482, 506  
Inggs, S 587, 589  
Jackson, B 452  
Jackson, M 530, 531  
Jacobs, C G 479  
Jentsch, A 882  
Joubert, C 484, 584  
Joubert, K 409  
Karsh, Y 782  
Karstel, A 606  
Kentridge, W 342, 424, 433, 435,  
468, 469, 470, 505, 507, 508,  
509, 510, 511, 523, 529, 558,  
559, 588, 591, 624, 629, 649,  
665, 666, 876  
Kentridge, W & Rosenclaire 590  
Khumalo, T 642  
Klar, O 879  
Knauf, C 718  
Konqobe, P N 867  
Koorland, V 640  
Krampe, F 881  
Krenz, A 756  
Krige, F 374, 375, 404  
Kumalo, S 792, 853, 854  
Laubscher, E 287, 379, 410, 825,  
878, 888, 908, 909  
Laubser, M 362, 365, 704, 890,  
892, 898, 899, 900, 901, 902,  
903  
Legae, E 855, 858, 863  
Lehulere, K W 622  
Lewis, A N 706  
Lewis, D 347, 348, 742, 743, 923,  
924, 925, 926, 927, 928  
Lewis, R 740  
Liebermann, M 532  
Linnware 450  
Lock, F 751, 754  
Louw, J 603, 604  
Mabasa, N 572  
Mahlangu, E 630, 631, 632, 798,  
799, 800  
Mahlangu, S 866  
Makamo, N 538  
Maluka, M 681  
Maqhubela, L 868  
Marais, A 463, 534, 551, 552  
Marx, G 672  
Masamvu, M 663  
Masemola, N 475  
Masilo, M S 545  
Mason, J 814, 815, 816, 817,  
818, 819  
Mbatha, E 571  
McCaw, T 711, 712, 713  
Meintjes, J 724, 725, 726  
Meyer, W 753, 801, 805  
Mgudlandlu, G 889, 891, 893,  
894  
Michelow, B 813  
Modisakeng, M 669, 670  
Morandi, G 775  
Morris, T 489, 494  
Muafangejo, J 568, 569, 570  
Mudge, L 461  
Musgrave, O 907  
Nala, N 527  
Naudé, H 221, 358, 719, 841,  
842, 843  
Ncaphayi, M 613, 794  
Ndzube, S 628, 678  
Neethling, J 525  
Nel, H 462, 471, 472, 473, 474,  
476, 477, 495, 497, 560, 562  
Nel, K 636  
Nel, T 480, 543  
Newdigate, J 453  
Newdigate, J & Garrett, I 483  
Ngatane, E 790  
Ngobeni, B 612  
Ngqinambi, N 637, 638  
Nhlengethwa, S 661, 673, 786,  
787  
Niemann Jnr, H 744, 745, 746,  
749, 752  
Nkosi, S 865  
Nolan, S 840  
Ntshalintshali, B 573, 576, 580  
Nxumalo, W 575  
Oerder, F 214, 359, 361  
Oltmann, W 656  
Orkin, R 778  
Page, F 421, 922  
Palencia, B 264, 733, 734  
Pemba, G M M 831, 832, 833,  
834  
Phokela, J 650  
Picasso, P 774  
Pierneef, J H 218, 239, 296, 306,  
380, 446, 447, 695, 696, 838,  
839, 847, 883, 904, 905  
Pinker, S 382, 383  
Podlashuc, A 823  
Podlashuc, M 822  
Portway, D 388, 869  
Preller, A 393, 394, 796, 836, 871,  
884, 917  
Rabinowitz, H 478  
Rademeyer, S 616  
Ray, M 776  
Rodger, N 262, 820  
Roos, N 802  
Rose-Innes, A 407, 750  
Rosenclaire 590  
Roworth, E 351, 352  
Salim, H 614, 788  
Sash, C 337, 385, 793, 797  
Schadeberg, J 512, 513, 514  
Scully, L 732  
Sebidi, M M H 809, 835  
Sekgala, T 553  
Sekoto, G 401, 694, 895  
Shabalala, M 577, 579  
Shabalala, P 578  
Sibiya, B 625, 626  
Sibiya, L 728  
Siopis, P 418, 420, 623, 664  
Sithole, L 864  
Skotnes, C 397, 398, 769, 849  
Slingsby, R 402  
Smit, A 737  
Smit, L 455, 456, 675  
Smit, L & Van Heerden, L W 674  
Snyman, A 564  
Spears, F 353  
Stern, I 258, 259, 261, 363, 369,  
372, 376, 381, 392, 703, 705,  
874, 875, 915, 916  
Stone, S 423, 651, 652, 653  
Subotzky, M 667  
Sumner, M 235, 368, 377, 721,  
722, 723, 877  
Swanepoel, N 547, 548, 549, 550  
Symonds, H 403  
Transvaal Pottery 448, 451  
Tretchikoff, V 308  
Urbanski, A 323  
Van der Merwe, M 499, 500, 501  
Van der Wat, H 533, 546, 730,  
731, 812  
Van Essche, M 343, 408, 717, 807  
Van Reenen, F 464  
Van Vuuren, R J 657  
Van Wouw, A 294, 295, 844  
Verster, A 413, 414, 810, 811, 821  
Victor, D 419, 542, 643, 647, 648,  
655, 761  
Victor, D & Van Vuuren, R J 657  
Villa, E 762, 763, 764, 848, 856,  
857, 860  
Voigt, H 405  
Volschenk, J E A 355, 357  
Von Dürckheim, M 707  
Vorster, G 791  
Walford, A 485  
Wallace, M 406, 720  
Warhol, A 771, 772  
Welz, J 384, 389, 846  
Wenning, P 201, 206, 370, 371  
Wolpe, J 422  
Wozniak, F 741

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