


NAME: ..... Orator RW

	
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BOND/T DEED	
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**23**  
21331/2

DEED OF TRANSFER

in favour of

ROBERT WOLFGANG ORATOR

4  
BELASBAAR  
RATED

FOR FURTHER ENDORSEMENTS SEE  
VIR VERDERE ENDOSSEMENTE SIEN..... *Overleaf p8*

T 18/09 1980

# Deed of Transfer

GARLICHE & BOUSFIELD INCORPORATED,  
Solicitors & Conveyancers,  
11th Floor Standard House,  
Smith Street,  
DURBAN.

Prepared by me

*M. Reed*  
CONVEYANCER

## Be it hereby made known:

ANDRÉ DUNCAN DE VILLIERS

THAT ANDRÉ DUNCAN DE VILLIERS of Pietermaritzburg, Natal, Conveyancer, appeared before me, Registrar of Deeds for the Province of Natal, at Pietermaritzburg, he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by :

MICHAEL HOWARD RICHARD EAGER  
(Born on 6th December, 1948)

which said Power of Attorney is dated the 9th day of JUNE, 1980, and signed at DURBAN.

AND/.....



2

BC 31124/92

GEKANSELLEER  
CANCELLED

REGISTRATEUR/REGISTRAR

92 10 15

VERBIND MORTGAGED.....  
vir for R. 33400,00 (met voorkeur vir / with preference for an  
verdere bedrag nie te oorskryde / additional amount not exceeding R.....

VERBAND BOND No. B 18806 11980

Akteskantoor, Deeds Office, Pietermaritzburg, Registrar of Deeds.

1980-07-31

3

31125/92

BC 31125/92

GEKANSELLEER  
CANCELLED

REGISTRATEUR/REGISTRAR

92 10 15

VERBIND MORTGAGED.....  
vir for R. 63700,00 (met voorkeur vir / with preference for an  
verdere bedrag nie te oorskryde / additional amount not exceeding R.....

VERBAND BOND No. B 34340/88

Akteskantoor, Deeds Office, Pietermaritzburg, Registrateur van Aktes, Registrar of Deeds.

02/11/88

ENDORSEMENT  
ENDOSSEMENT.....

VIRTUE OF SEC. OOREENKOMSTIG

43 OF ACT 9 OF 1927.  
ART. 43, WET 9 VAN 1927.

The description of the within-mentioned property has  
Die beskrywing van die hierin genoemde eiendom  
been amended to read / is gewysig om te lees. lot 2406 Durban North

1991-02-27

ASST. REGISTRAR OF DEEDS  
ASST.-REGISTRATEUR VAN AKTES

AND the said Appearer declared that the said MICHAEL HOWARD RICHARD EAGER had, on the 11th day of March, 1980, truly and legally sold and that he, the said Appearer, in his capacity aforesaid, did by these presents, cede and transfer in full and free property to and on behalf of :-

ROBERT WOLFGANG ORATOR

(Born on 4th March, 1945.)

A Member of the White Group;

His heirs, executors, administrators or assigns, a certain piece of land being :-

Lot 1875 of Lot 15 No. 1556, situate in the City of Durban, County of Victoria, Province of Natal, in extent ONE THOUSAND AND TWELVE (1 012) Square Metres;

WHITE GROUP  
BLANKE GROEP

the further particulars whereof will appear on reference to Deed of Transfer No. 1208/1947 dated 20th February, 1947, in favour of HARRY EVELYN SWALES, to the diagram annexed thereto and to Deed of Transfer No. T.2422/1979 dated 15th February, 1979, in favour of MICHAEL HOWARD RICHARD EAGER.

THIS PROPERTY IS TRANSFERRED :

- A. Subject to the conditions of the original Government Grant No. 1556, dated the 27th August, 1847 in so far as applicable.
- B. With the benefit of the use of the road 12,19 metres wide over the Remainder of Lot 15 No. 1556, as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in said Deed of Transfer No. 1208/1947.
- C. Subject to the following special conditions as created in said Deed of Transfer No. 1208/1947, viz :-

The/.....

VERBIND MORTGAGED

vir for R 6 000,00

VERBAND BOND No. B 5268/91

Aktekantoor Deeds Office Pietermaritzburg

Asst.-registrator van Aktes Asst. Registrar of Deeds

1991-02-27

31126/92

~~B 31126/92~~

GEKANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

92 10 15

(K)

VERBIND MORTGAGED

VIR FOR R 116 745 - 00

B 36991/92

92 10 15

REGISTRATEUR/REGISTRAR

(I)

VERBIND MORTGAGED

VIR FOR R 47 312,00

B 47959/93

15 11 93

REGISTRATEUR/REGISTRAR

VIR ENDOSSEMENTE KYK BLADSY FOR ENDORSEMENTS SEE PAGE 10

The property hereby transferred shall not be subdivided and there shall not be erected thereon more than one dwelling-house with the necessary outbuildings and accessories.

Any dwelling-house erected on the property hereby transferred shall be used solely for the purpose of a private dwelling and shall not be let out or be used in separate portions or at all as flats, a boarding-house, separate residences or dwellings, private hotel or anything whatsoever of a like nature.

Neither the property hereby transferred nor any dwelling or erection thereon shall be used either in whole or in part for the purpose of carrying on any business, trade, industry, vocation or calling.

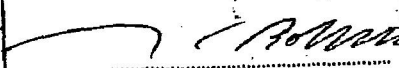
All buildings or erections on the property hereby transferred shall be of good quality, design and construction, and shall be erected in brick, stone or concrete and not otherwise.

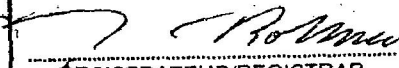
The Transferee shall not use or suffer to be used the property hereby transferred or any portion thereof or any buildings or erections thereon for the purpose of advertising or displaying any advertisement.

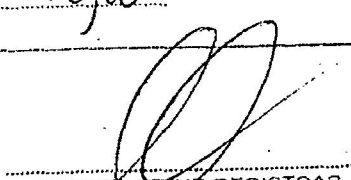
Neither the property hereby transferred nor any right, interest, tenancy or term therein or thereover nor the use or occupation thereof, nor any servitude thereover, shall be sold, mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held, used, occupied or enjoyed by any Asiatic, Native, or other coloured person whomsoever, or to or by the ascendant, husband, wife, child or descendant of an Asiatic, Native, or any other Coloured person, or to or by any company, firm partnership or voluntary association in which any of the foregoing persons has any interest, direct or indirect, nor shall the Transferee or any other person holding through or after him, nor any person holding any right, interest, tenancy or term in or over the said property, nor any person having the use or occupation thereof, or any servitude thereover, suffer or permit the said property or any interest therein to be sold, mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held, used, occupied or enjoyed by any of the foregoing persons, companies, firms, partnerships or voluntary associations, the intent and meaning of these presents being that no person other than a European or European descent, shall have any right, interest, tenancy, or term in or over the said property or any part thereof or any interest of any kind whatsoever therein or shall use, occupy or enjoy, or be permitted to use, occupy or enjoy the said property or any interest therein or any servitude thereover. Provided, however, that nothing herein contained shall prevent the housing on the said land of persons other than Europeans who are bona fide employed by the owner or occupier merely as domestic servants on the said land. Any reference in this sub-section to the property hereby transferred shall be deemed to include any part of such property.

This /.....

*Lells*

<b>VERBIND MORTGAGED</b>	
VIR FOR R 86 846,00	
<b>B</b> 723,97	 REGISTRATEUR/REGISTRAR
97-01-10	

KRAGTENS DIE BEPALINGS VAN ARTIKEL VAN WET IS DIE BEPERKINGS VERVAT IN VOORWAARDE OP BLADSY NIE MEER VAN TOEPASSING NIE.	BY VIRTUE OF THE PROVISIONS OF SECTION 28 OF ACT 101/69 THE RESTRICTIONS CONTAINED IN CONDITION <sup>Part of</sup> C ON PAGE 3 HAVE CEASED TO APPLY.
<b>BC</b>	 REGISTRATEUR/REGISTRAR
97-01-10	

<b>VERBIND MORTGAGED</b>	
VIR FOR R 1 000 000,00	
<b>B</b> 05 51474	 REGISTRATEUR/REGISTRAR
08 SEP 2005 09 SEP 2005	

This condition of title will apply save insofar as it does not conflict with the provisions of Section 28 of Act No. 101/1969.

The foregoing condition shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties originally transferred to Durban North Estates Limited, the remainders of which are still held by them or any portion thereof, all situated near the North bank of the River Umgeni, Victoria County, Natal, namely :-

1. The Remainder of Lot 2.
2. Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G, and Subdivision I, all of the Government Lot 12.
3. Subdivision B, Subdivision 1 of Lot C, Remainder of Subdivision C, Subdivision D, all of Government Lot 13 and the Remainder of the said Government Lot 13.
4. The Government Lot No. 14.
5. Subdivision A and the Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J of Lot 12.

And upon a breach of any of the foregoing conditions each and every owner from time to time of the aforementioned property or any part thereof shall be entitled and is hereby irrevocably authorised and empowered by the said transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the foregoing special conditions and servitudes.

The word "Owner" in the preceding clause shall be deemed to include each and every registered owner of land whose deeds of title contain conditions similar to the foregoing conditions.

- D. Subject also to all the further special conditions as created in said Deed of Transfer No. 1208/1947 which appear therein in the following terms, viz :

No/.....

*del*

No building or erection shall be placed on the said land within 7,62 metres of the boundary line of any road upon which the property hereby transferred abuts without the consent in writing of Durban North Estates, Limited, first had and obtained.

No building or erections shall be placed on the land hereby transferred until plans and locations of the same have been submitted to and approved by Durban North Estates, Limited, who shall bona fide consider the same and no such buildings or erections shall be made in conflict with any such plans.

In particular adequate sanitary conveniences shall in each case be erected or provided for on the property if any building or erection intended for human habitation or use is placed thereon and shall be of the nature and type approved by Durban North Estates, Limited, and no building or erection for sanitary purposes shall be made on the property except in the manner and to the design approved by Durban North Estates, Limited.

All roofs must be of tiles unless Durban North Estates, Limited, in their discretion agree otherwise.

The Transferee shall fence or hedge the property hereby transferred within SIX (6) months from the date of the purchase. No fence shall be of such a nature as would be likely in the bona fide opinion of Durban North Estates, Limited, to depreciate the value of any adjoining property or would in their bona fide opinion be unsightly nor shall it be allowed to fall into disrepair.

The Transferee or any tenant or occupier of the said property hereby transferred or portion thereof shall not do or suffer to be done anything which in the bona fide opinion of Durban North Estates, Limited, is noisome, injurious or objectionable or a public or a private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land and buildings in the neighbourhood of the property hereby transferred. If the Transferee tenant or occupier of the said property shall by act or omission commit a breach of any of the provisions of this clause Durban North Estates, Limited, may give him notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates, Limited, and upon their failure so to do Durban North Estates, Limited, may but shall not be bound to enter upon the property hereby transferred and take steps to abate such nuisance and recover the cost from any person served with such notice.

The Transferee shall not grant any servitude of right of way or any right of access over the said property hereby transferred or any portion thereof without the consent in writing of Durban North Estates, Limited, first had and obtained.

Durban /.....



Durban North Estates, Limited, reserve in perpetuity the right without being required to pay compensation therefor by themselves or others to lay, erect, maintain and use standards, cables, lines, pipes and the like under, on and over the said land for the purpose of conveying electric current, water, drainage, sewerage and the like and the Transferee agree not to obstruct or interfere with, or allow any obstruction or interference with any such standards, cables, lines, pipes and the like, and agree that Durban North Estates, Limited by themselves, or others may enter upon the said property at all reasonable times for the purpose of enforcing the rights reserved and the obligations accepted in this clause.

Upon a breach of any of the foregoing conditions on the part of the Transferee to be observed Durban North Estates, Limited, shall be entitled and are hereby irrevocably authorised and empowered by the Transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the aforesaid conditions.

Durban North Estates Limited, shall be entitled to assign or delegate the rights conferred upon them by the foregoing including their powers of consent, approval and the like.

Any reference in this deed of transfer to the "Transferee" shall be deemed to include his heirs, executors, administrators and assigns or successors in ownership of the said property.

In so far as any condition in this Transfer contained confers any rights upon owners of other property than that hereby transferred (hereinafter referred to as other Owners) it shall be deemed and regarded as a stipulation made by Durban North Estates, Limited, and the Transferee on his own behalf and on behalf of his successors in title, for the benefit of such other Owners and such other Owners shall be entitled to the benefit thereof and their acceptance thereof shall be sufficiently evidenced either by notice thereof to the Transferee or successors in title or by the institution of proceedings against the Transferee or successors in title in virtue of this clause. AND WHEREAS the Transferee has already recorded in his contract of purchase the following admission, it is a condition of this transfer that the Transferee and his successors in title shall on such acceptance by such other owners in such event be under the same liability to other Owners as if had directly contracted with them as on the 20th December, 1946 so that the said other Owners shall have the same right in respect of any breach by the Transferee or his successors in title as Durban North Estates, Limited, have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

WHEREFORE /.....

CERTIFIED COPY

Leb



WHEREFORE the said Appearer, renouncing all the right and title which the said :

MICHAEL HOWARD RICHARD EAGER

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of and disentitled to the same, and that by virtue of these presents the said :

ROBERT WOLFGANG ORATOR

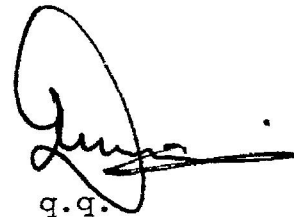
His heirs, executors, administrators

or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of THIRTY EIGHT THOUSAND RAND (R38 000,00).

IN WITNESS WHEREOF, I, the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at PIETERMARITZBURG, in the Province of Natal,

1980-07-31

  
g.p.

In my presence,

~~OFFICE~~ REGISTRAR OF DEEDS

Registered in the Land Register *Ungeri LA14*  
Folio 238

Registering Clerk.

*L. Jorini*

*LB*

*led*

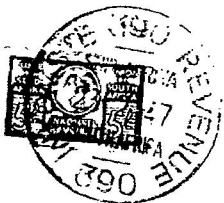
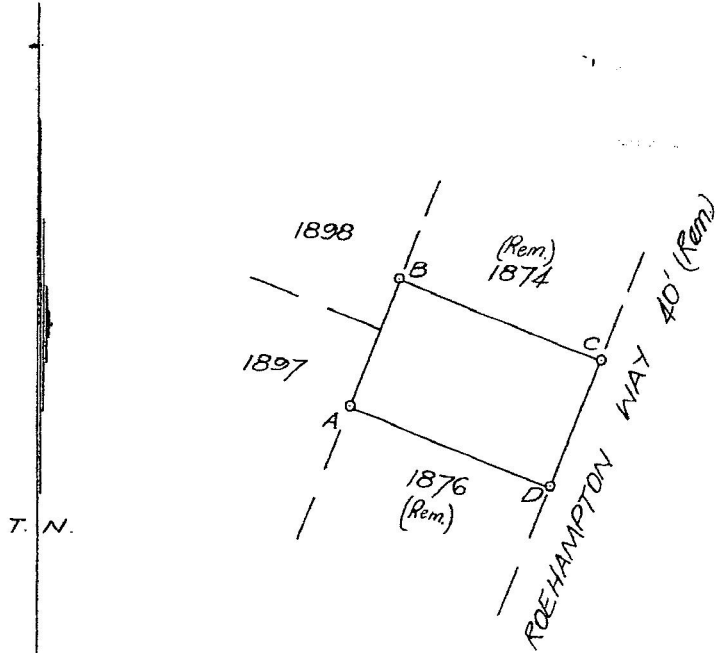
CUSCUL DIAGRAM

S.G.No. 4718/46

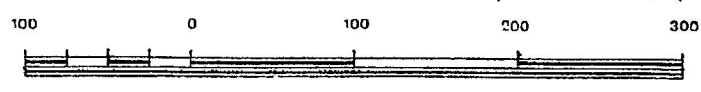
Approved

*[Signature]*  
 Per. Surveyor General.

19-1-1947



Sides.		Angles.	
AB	82.50	A	90.0.0
BC	132.00	B	90.0.0
CD	82.50	C	90.0.0
DA	132.00	D	90.0.0



SCALE OF FEET

The Figure A.B.C.D Represents - Acres / Roods - Perches  
 of Land called Lot 1875 of Lot 15 N<sup>o</sup> 1556 N  
 situate in the City of Durban, County of Victoria, Province of Natal.

Framed from a survey made by Land Surveyor A. A. Jorgensen in October 1928

*A. R. Jones*  
 Land Surveyor.  
 October 1946

This Diagram relates to Deed of <b>TRANSFER</b> No. 1208 dated 20-2-1947-47	Original Diagram is annexed to Deed of Grant No. 1556 Dated 27 <sup>th</sup> August 1847 G. Vol. 36 Fol. 35 Plan A12	File No. 1237/1 Survey Records T 719 Tracing Degree Sheet 59 Compilation General Plan
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*[Signature]*  
 Registrar of Deeds.

CERTIFIED COPY

Exempt from the provisions of Section 1 of Ordinance 12 of 1933 and Section 9 of Ordinance 9 of 1937.

IN ORDER  
*A.A.*  
City Surveyor

*Shubert*

Town Clerk  
CITY OF DURBAN

Date *22nd January 1947*

