

293

Logan - Martin Inc
P O Box 6
Knysna
6570



Prepared by me

[Handwritten signature]
CONVEYANCER
MARTIN PB

SEEL	...
DUTY	R.....
FOOI	100,00
FEE	R.....

VERBIND		MORTGAGED	
VIR		FOR R 850 000,00	
B	068869 / 2001	<i>[Signature]</i>	
2001-11-06		REGISTRATEUR/REGISTRAR	

T	098170 / 2001
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DEED OF TRANSFER

OPGEHEER/ENTERED	HAZUG/DATE	OPERATEUR/OPERATOR
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

BE IT HEREBY MADE KNOWN THAT

~~ELIZABETH JOHANNA McCAUL~~

ANTON LUTHER POSTHUMUS

appeared before me, REGISTRAR OF DEEDS, at CAPE TOWN, the said
appearer being duly authorised thereto by a Power of Attorney granted to him by

HAROLD JOHN BREMNER 82 *[Signature]*

and
OLGA MARTA BREMNER 008 *[Signature]*

Identity Number
Married in community of property to each other *[Signature]*

which said Power of Attorney was signed at KNYSNA on 26 October 2001

[Handwritten mark]

And the appearer declared that his said principal had, on 28 September 2001, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of:

1. **PATRICK VIVIAN EYRE**
Identity Number
Unmarried
2. **BRONWYN URSULA HELEN EYRE**
Identity Number
Unmarried

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 4849 KNYSNA, IN THE MUNICIPALITY AND DIVISION OF
KNYSNA, PROVINCE OF THE WESTERN CAPE;

IN EXTENT 1036 (ONE THOUSAND AND THIRTY SIX) Square Metres

FIRST TRANSFERRED by Deed of Transfer No. T3793/1983 with
Diagram No. 6333/1981 relating thereto and held by Deed of Transfer No.
T23260/1988

A. SUBJECT to the conditions referred to in Deeds of Transfer No.
9492/1908 and No. 9493/1908.

B. SUBJECT FURTHER to and ENTITLED to the benefit of the conditions
referred to in the following omnibus endorsement dated 11th April 1938 on
Deeds of Transfer No. 9492/1908 and No. 9493/1908 namely –

"By Transfer Nos. 3476 dated 11.4.1938 Nos. 5881 and 5882 dated
14.6.1938, 8582 dd 19/8/1948, No. 3256 dated 4.4.1939, 11762 dd
27.10.1939, 3494 dd 17.4.1940, 3759 dd 24.4.1940, 13522-3-4 and
13525/1943, 14035/1943, 9927/1944 certain restrictions relating to the
use of the land for residential purposes, value of buildings which shall be
erected, drainage and sewerage and building line have been imposed
against the land thereby conveyed for the benefit of the owners and their
successors in title to the remainder of the land held hereunder as will more
fully appear on reference to the respective Deeds of Transfer."

C. SUBJECT FURTHER to and ENTITLED to the benefit of the conditions
referred to in the following omnibus endorsement dated 30th April 1948 on
Deed of Transfer No. 12031/1944 namely –

"By Transfers Nos. 968/1945, T5411/45, T5412/45, 5858/45, 12799 dd
21.9.1945, 1928/46, 2143/46, 3813/46, 16569/47, 16663/47, 17138/47,
17964/47, 18271/47, 19639/47, 24923/47, 2195/48 certain restrictions
relating to the use of the land for residential purposes, value of
buildings, which shall be erected, drainage and sewerage and building line

have been imposed against the land thereby conveyed for the benefit of the owners and their successors in title to the land held hereunder as will more fully appear on reference to respective Deeds of Transfer."

D. SUBJECT FURTHER to the following conditions mentioned in Deed of Transfer No. 29459/1948 imposed by the Transferors therein for the benefit of themselves and their successors in title thereto as owners of the Remainder of the land held by them by Deeds of Transfer No. 29458/1948 and No. 9493/1908 and which were made binding on the Transferee therein and its successors in title namely –

1.
2. No manufacturing plant of any description shall be established on the said land nor shall any noxious trade of any kind be conducted thereon nor shall a hospital or infectious diseases sanitorium be established thereon.
3. The Transferors shall place no obstacle in the way of the Transferee obtaining a liquor licence in respect of the hotel premises to be erected on the said land.
4. An adequate fence shall be maintained by the Transferee and its successors in title along all boundaries of the said land, and the Transferors and their successors in title to the remaining extent of the farm Woodbourne shall not be called upon to contribute in any way towards the costs of construction or maintenance of such fence or fences or any portion thereof.

E. SUBJECT FURTHER to the conditions referred to in the following endorsement dated 15th April 1982 on Deed of Transfer No. 29459/1948 namely –

"Remainder

By Deed of Transfer No. T13348/82 dated this day the Remainder of the within property is subject to the conditions imposed by the Administrator in terms of Section 9 of Ordinance 33 of 1934.

1. The owner of this erf shall without compensation, be obliged to allow gas mains, electricity- telephone- and television cables and/or wires and main and/or other waterpipes and the sewage and drainage including stormwater of any other erf or even to be conveyed across this erf, if deemed necessary by the local authority in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.

2. The owner of this erf shall be obliged, without compensation to receive such material or permit such excavation on the erf, as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority."



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

**HAROLD JOHN BREMNER and OLGA MARTA BREMNER, Married as
aforesaid**

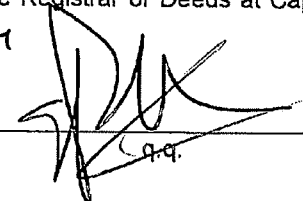
heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by these presents, the said

1. **PATRICK VIVIAN EYRE, Unmarried**
2. **BRONWYN URSULA HELEN EYRE, Unmarried**

their Heirs, Executors, Administrators or Assigns, now are 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 **R900 000,00 (NINE HUNDRED THOUSAND RANDS)**.


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 Cape Town on *6 December 2001*



R.R.

In my presence



REGISTRAR OF DEEDS

