



AGREEMENT OF SALE

P M BROWN

and

P R BARNES

MEMORANDUM OF AGREEMENT OF SALE made and entered into by and between :

PETER MCKENZIE BROWN

P O Box 71, Hilton, Natal

with his heirs, executors, administrators or assigns hereinafter referred to as the SELLER

and

PHILLIP RONALD BARNES

P O Box 1107, Estcourt, Natal

with his heirs, executors, administrators or assigns hereinafter referred to as the PURCHASER

W I T N E S S :

1.

The SELLER hereby sells to the PURCHASER who purchases

Sub 3 of the farm Dunsink No. 11176,
situate in the County of Weenen, Province
of Natal, measuring TWO comma ONE FIVE FIVE
NOUGHT (2,1550) Hectares;

as will appear on reference to Subdivisional Diagram S.G. No. 395/1983.

2.

The purchase price is the sum of ~~TWO HUNDRED AND SIXTEEN RAND (R216,00)~~
^{THREE HUNDRED AND SEVENTY TWO RAND}
~~EIGHTY TWO CENTS (R372,82)~~
payable against registration of transfer of the land into the name of
the PURCHASER.

Handwritten signatures and initials:
PMB
J.M.D.

3.

Occupation of the property hereby sold will be given to the PURCHASER on the date of signature of this agreement, from which date all risks, and all benefits in and to the property will pass to the PURCHASER, provided that during the period from date of signature of these presents to date of registration of transfer the PURCHASER will not be called upon to pay interest for such occupation.

4.

This sale is voets toets and the property is sold and purchased as it stands, subject to all conditions of title, and the conditions of establishment and title imposed by competent authority under Grant of Application dated 6th January 1983, the PURCHASER acknowledging that he has made himself acquainted with the extent and locality thereof, the SELLER and his agents being entirely free from any error in description or otherwise.

Handwritten signatures and initials:
PMB J.M.D.

5. All/.....

5.

All costs relating to the layout of the subdivision, the Grant of Application by the Private Townships Board and the survey will be borne by the purchaser.

6.

All conveyancing in connection with the matters referred to in this agreement will be undertaken by the nominee of the parties, which is declared to be the firm of Tomlinson, Francis & Company of Pietermaritzburg, and the PURCHASER by his signature thereto, undertakes to place the said conveyancers in funds to enable them to effect transfer and any ancilliary transactions when called upon to do so.

7.

In the event of any conditions for which the PURCHASER is liable herein remaining unpaid or unfulfilled for a space of seven (7) days after due notice in writing has been given by the SELLER, or his agents, to the PURCHASER, the SELLER shall have the option either of enforcing at Law the terms and conditions of this Contract, or of cancelling the same and re-taking possession of the land without further notice to the PURCHASER. In the event of the SELLER cancelling the Contract and retaking possession of the property, any and all improvements made to the property by the PURCHASER shall become the property of the SELLER without compensation to the PURCHASER, and any payments made on account of the purchase price will be forfeited by the PURCHASER to the SELLER.

8.

The costs of this agreement will be borne by the PURCHASER.

SIGNED at PIETERMARITZBURG this 1st day of September 1983.

AS WITNESSES:

- 1.
- 2.



[Signature]
PURCHASER

SIGNED at this day of 1983.

AS WITNESSES:

- 1. *[Signature]*
- 2. *[Signature]*

[Signature]
SELLER

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