

J.N. SINGH.

CORRESPONDENCE

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JNS/MBY/D.

J. N. SINGH.

8th June, 1954.

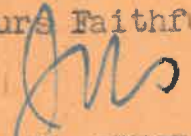
Messrs Brett & Wills,
Solicitors etc.,
6-12 Rennie's Buildings,
394 Smith Street,
DURBAN.

Dear Sirs,

re: Natal Indian Congress: Proposed Mahatma Gandhi
Educational and Charitable Trust.

I am in receipt of your letter herein dated the 7th inst.,
and thank you personally and on behalf of the Natal Indian
Congress for your sympathetic consideration and record our deep
appreciation to you.

Yours Faithfully,


J. N. SINGH.

We are pleased
to acknowledge the
full and prompt
reply received 13/6/54

JNS/JPN/D

J. N. SINGH

4th June, 1954.

Messrs. Brett & Wills,
Solicitors etc.,
6/12 Rennie's Buildings,
394 Smith Street,
DURBAN

Dear Sirs,

re : Natal Indian Congress - Proposed Mahatma
Gandhi Educational and Charitable Trust.

I am in receipt of your accounts herein and your letter of the 7th April 1954, and I wish to refer you to my telephone communication with your Mr. Wills on the 29th April, 1954.

You will recall that I had requested you to please reduce your account as I was going to wipe off my share of the fees because, more or less, I was expected to do the work personally and ex gratia.

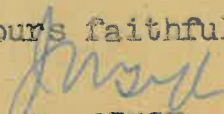
You, however, and rightly pointed out that you could not reduce your account but would leave it to me either to pay the whole account or request you to wipe off the account as a whole.

I now reluctantly approach you to please forego your fees herein and wipe out the account. I shall personally be grateful to you for this and I am sure the Congress will fully appreciate your gesture and service.

I hope this will be alright.

Thanking you once again for everything.

Yours faithfully,


J. N. SINGH.

G. A. F. BRETT & WILLS,

SOLICITORS, CONVEYANCERS.
AND
NOTARIES PUBLIC.

G. A. F. BRETT.
A. G. WILLS, B.A., LL.B.
L. B. BREEDS.
D. M. PARKIN.

6-12 Rennie's Buildings,

394 Smith Street,

Durban.

AGW/LD

7th April, 1954.

TELEPHONE Nos. 23561 & 23562

P.O. BOX 1986

TEL. & CABLE ADDRESS:
"BRETWILS." DURBAN.

Mr. J.N. Singh,
19, Baker St.,
DURBAN.

Dear Sir,

re Natal Indian Congress - Proposed
Donation to an Educational & Charity
Trust : Mahatma Gandhi Trust.

As this matter has apparently been completely dropped by the proposed donors of the trust, we take the opportunity of rendering our account for our services. You were throughout, as we know, acting as the Attorney for the proposed donors and we therefore shall make the ordinary one-third allowance of our fees amounting to £12.12.0.

We should be glad if you would let us have a cheque in settlement of our charges less your allowance.

ENC.

Yours faithfully,
G.A.F. BRETT & WILLS.

29/4/54 Spoke to Mr Wells
agreed to leave in my
hands but must advise him

AGW/LD (New)

6/12 Rennie's Buildings,
394 Smith Street,
(P.O. Box 1986)

Durban, 3rd June, 1954.

Mr. J.N. Singh, 19 Baker Street, Durban.

In Account with

G. A. F. Brett & Wills,
Solicitors.

WOODROFFES, DEN.

re: Natal Indian Congress - Proposed
Donation to an Educational and
Charity Trust : Mahatma Gandhi Trust

To Account rendered as per our
Statement dated 7.4.54

£25 4 -

NEW A/C.

6/12 Rennie's Buildings,
394 Smith Street,
(P.O. Box 1986)

AGW/LD

Durban, 7th April, 1954.

Mr. J.N. Singh, 19 Baker St., DURBAN

In Account with

G. A. F. Brett & Wills,
Solicitors.

W. WOODROFFES, DEN.

re Natal Indian Congress - Proposed
Donation to an Educational and
Charity Trust : Mahatma Gandhi Trust.

By ~~our~~ ^{YOUR} one-third allowance.

£12. 12. -.

AGW/LD (New)

6/12 Rennie's Buildings,
394 Smith Street,
(P.O. Box 1986)

Durban, 12th May, 1954.

Mr. J.N. Singh, 19 Baker Street, Durban.

In Account with

G. A. F. Brett & Wills,
Solicitors.

WOODROFFES, DEN.

re: Natal Indian Congress - Proposed
Donation to an Educational and
Charity Trust : Mahatma Gandhi Trust

To Account Rendered as at 7.4.54

£25. 4 -

RDC (NEWA/C)

AGW/LD

6/12 Rennie's Buildings,
394 Smith Street,
(P.O. Box 1986)

Durban, 23rd April, 1954.

Mr. J.N. Singh, 19 Baker Street, Durban.

In Account with

G. A. F. Brett & Wills,
Solicitors.

WOODROFFES, DEN.

re: Natal Indian Congress - Proposed
Donation to an Educational and
Charity Trust : Mahatma Gandhi Trust

To Account Rendered as at 7.4.54

20 R/R Rend as you all.

£37 16 -

RDC (NEW A/C)

AGW/LD

6/12 Rennie's Buildings,
394 Smith Street,
(P.O. Box 1986)

Durban, 23rd April, 1954.

Mr. J.N. Singh, 19 Baker Street, Durban.

In Account with

G. A. F. Brett & Wills,
Solicitors.

WOODROFFES, DEN.

re: Natal Indian Congress - Proposed
Donation to an Educational and
Charity Trust : Mahatma Gandhi Trust

To Account Rendered as at 7.4.54

By your 1/3 allowance

£12 12 -

MAHATMA GANDHI MEMORIAL TRUST

COPIES : NOTARIAL DEED.
TRANSFER DEED.

UKZN Special Collections Gandhi-Luthuli Documentation Centre	
Accession No.	Doc 1381/63
BRN	
Class No	

9

MAHATMA GANDHI MEMORIAL TRUST.

PHOTOSTATIC COPIES.
(Originals sent to Bank)
(Barclays)

- 1) Deed of Transfer No. 7821/1962.
- 2) Deed of Transfer No. 7661/1952.
- 3) Deed of Transfer No. 579/1894, & Diagram.
- 4) Deed of Transfer No. 16/1886 & Diagram.

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NOTARIAL AMENDING DEED OF TRUST

OF

MAHATMA GANDHI MEMORIAL TRUST

G.A.F.Brett & Wills,
Solicitors,
Permanent Buildings,
34 Field Street,
DURBAN

Protocol No. 949/1961

Revenue
Stamp
20 Cents
Cancelled
17/11/61

Original hereof stamped
20 Cents and
duly cancelled according
to law.
"A. Gordon Wills"

Notary Public

NOTARIAL
ATTENDING DEED OF TRUST

of

MAHATMA GANDHI MEMORIAL TRUST

KNOW ALL MEN WHOM IT MAY CONCERN:

THAT on this the 17th day of November, in the
year of Our Lord One Thousand Nine Hundred and Sixtyone
(1961), before me

ALFRED GORDON WILLS

Notary Public, by authority of Government duly admitted
and sworn, residing and practising in Durban in the Pro-
vince of Natal, and in the presence of the subscribing

witnesses /

witnesses, personally came and appeared

DAVID MONTAGU PARKIN

he being duly authorised by Special Power of Attorney,
the original whereof is filed in my Protocol herewith,
granted to him by ANANDA NADARAJAN PADAYACHEE (here-
inafter called "the DONOR"), and

DAVID MONTAGU PARKIN

he being duly authorised by Special Power of Attorney,
the original whereof is filed in my Protocol herewith,
granted to him by

VINCENT LAWRENCE,
RAMSWAMI MOONSWAMI NAIDOO,
HIMATLAL HARJIVAN DHUPELIA,
KHORSHED HOSSEIN GINWALA,
KUGARAJAN PADAYACHEE,
ABOOBAKER MOOSA,
HARRYSENG BODASING,
HSSOP MAHOMED BANDEREE,
CHHAGAN KHOSAL MISTRI,
PENGARATHAN,
WOODRAJ SOODDEO SINGH,
NAGIN PARNHOO HARGOVAN
and
BANGAR RANGIAH NAIDOO

in their capacity as Trustees of the MAHATMA GANDHI
MEMORIAL TRUST (hereinafter called "the TRUSTEES"),
and the said Appearer declared that :

WHEREAS the Donor and the Trustees had agreed
that, while their intention in creating the Trust hereinafter
referred to was primarily to benefit members of
the Indian Group, they also wished to enable the Trustees
in their discretion to benefit members of other racial
Groups;

AND WHEREAS the Donor and the Trustees had agreed
to amend accordingly the Notarial Deed of Trust of the
MAHATMA GANDHI MEMORIAL TRUST registered in the Office of
the Master of the Supreme Court, Natal Provincial Division
under No. 2572/1960,

NOW/

NOW THEREFORE the Donor and the Trustees declared that the said Deed of Trust is hereby amended as follows :

1.

Paragraph 5(a) is deleted and the following paragraph substituted :

"For the benefit primarily of persons of the Indian Group as defined by Act No.77 of 1957, but in their discretion also for any person of any Group, to establish, carry on and manage in the City of Durban and elsewhere schools, colleges and other educational, charitable and cultural institutions and do all such other things and acts which may appear to be for the interest and for the upliftment of such persons."

2.

Paragraph 5(e) is amended by the deletion of the words "of the Indian Group".

3.

Paragraph 5(i) is amended by the deletion of the words "of the Indian Group".

4.

Paragraph 5(j) is amended by the deletion of the words "of the Indian Group".

THUS DONE AND EXECUTED at DURBAN on the day, month and year first hereinbefore mentioned, in the presence of the subscribing witnesses.

As Witnesses

1. ...Sgd...

Sgd. D. M. Parkin
.....
For the DONOR

2. ...Sgd.....

Sgd. D. M. Parkin
.....
For the TRUSTEES

QUOD ATTESTOR

Sgd. A. Gordon Wills.

NOTARY PUBLIC.

RED SEAL

ALFRED GORDON WILLS.

NOTARY PUBLIC.

NOTARIAL DEED OF TRUST.

MAHATMA GANDHI MEMORIAL TRUST.

=====

I certify that the original
hereof is stamped 2/- and
duly cancelled.

"A. Gordon Wills"
NOTARY PUBLIC.

Revenue Stamp
2/-
Cancelled
15/9/60.

PROTOCOL NO: 922/1960.

NOTARIAL DEED OF TRUST.

KNOW ALL MEN WHOM IT MAY CONCERN.

THAT on this the 15th day of September
in the year of Our Lord One Thousand Nine Hundred
and Sixty (1960), before me

ALFRED GORDON WILLS.

Notary Public, by the authority of Government duly
admitted and sworn and residing and practising in
Durban in the Province of Natal, and in the presence
of the subscribing Witnesses, personally came and
appeared

ANANDA NADARAJAN PADAYACHEE

(hereinafter /

(hereinafter called the "Appearer") and declare that he was desirous of creating a Trust for educational, charitable and cultural purposes in memory of the late MAHATMA GANDHI upon the terms and conditions hereinafter set forth, that is to say :-

1.

The name of the Trust shall be the MAHATMA GANDHI MEMORIAL TRUST.

2.

The Appearer undertook and bound to himself to pay to the Trustees hereinafter named the sum of FIFTY POUNDS (£50) South African currency.

3.

The object of the Trust is to create a fund for educational, charitable and cultural purposes to be applied in the Union of South Africa and elsewhere as the Trustees may from time to time determine.

4.

All the assets of the Trust shall be held and registered in the name of the Trust and held by the Trustees of the Trust for the purposes of the Trust.

5.

Without in any way limiting the powers of Trustees in their discretion as to the use of Trust

property /

property, whether capital or income, the Trustees may :-

- (a) Establish, carry on and manage in the City of Durban and elsewhere schools, colleges and other educational, charitable and cultural institutions and do all such other acts and things which may appear to be in the interest and for the upliftment of persons of the Indian Group, as defined by Act No. 77 of 1957, in South Africa.
- (b) Provide premises, endow, furnish and equip and fit out with all necessary furniture, instruments and other equipment and maintain either wholly or in part schools, colleges and other educational and cultural institutions.
- (c) Appoint a committee or committees or members of a committee or committees for the purpose of managing such schools, colleges and educational and cultural institutions.
- (d) Co-operate with and support with monetary grants, or in any way whatsoever as seems best to the Trustees, institutions, societies or associations having objects, all or some of which are similar to the objects of this Trust.
- (e) Found, create and make all payments in connection with scholarships, bursaries,

free tuition, with or without free or partially free board and lodging, for the scholastic advancement of any person or persons of the Indian Group whom the Trustees may select.

- (f) Canvass for, obtain and receive donations or subscriptions from the public or from any individual or individuals and/or to seek, obtain and receive grants in aid or any other asset or assets whatsoever from local authorities, municipalities and/or provincial or government authorities and accept and receive legacies from any person or persons.
- (g) Acquire, purchase, lease and/or receive by way of donation, legacy or bequest and to possess and own property, movable and immovable and of whatsoever nature and to hold all such property and assets so acquired in trust for the furtherance of the objects of the trust and to sell, lease or otherwise dispose of the same.
- (h) Borrow money for the purposes of the Trust and to mortgage or hypothecate any of the assets of the Trust, and included in the assets of the Trust shall be any property or asset acquired by but not yet transferred to the Trust, for the purpose of acquiring immovable property or for the purpose of

renovating /

renovating, extending, effecting structural repairs and alterations and/or making any additions to any buildings existing on any of the properties of the Trust and/or for the purpose of erecting any buildings on any property of the Trust and/or for the purpose of discharging any mortgage bond or other liability of the Trust.

- (i) Provide medical, surgical and dental relief to poor persons of the Indian Group suffering from disease or ill health and in particular any necessary drugs or medicine for such purposes.
- (j) Grant pecuniary or other assistance from Trust funds for the relief of poor persons of the Indian Group.

6.

The business and affairs of the Trust shall be managed and controlled by Trustees who shall have full power to carry out the objects of the Trust as hereinbefore set forth and who shall hold the Trust funds upon trust for the application of the income and/or capital thereof for the promotion of such objects.

7.

The first Trustees of the Trust shall be :-

VINCENT /

VINCENT LAWRENCE
RAMSWAMI MOONSWAMI NAIDOO
HIMATLAL HARJIVAN DHUPELIA
KHORSHED NOSHIR GINWALA
KUGARAJAN PADAYACHEE
ABOOBAKER MOOSA
HARRYSING BODASING
ESSOP MAHOMED RANDEREE
CHHAGAN KHOOSAL MISTRI
PEMGARATHAN
WOODRAJ SOOKDEO SINGH
NAGIN PARBHOO HARGOVAN
BANGAR RANGIAH NAIDOO

and there shall be at all times not less than Thirteen
(13) Trustees.

8.

At all meetings of Trustees Seven (7) shall form
a quorum.

9.

Whenever a vacancy in the office of Trustee
may occur for whatsoever reason, such vacancies shall
be filled by the remaining Trustees from amongst
members of the Indian Community within three (3)
months of the occurrence of such vacancy, provided
that pending the filling of any vacancy the remaining
Trustees shall be permitted and allowed to act alone,
providing that their number has not been reduced

below /

below Seven (7) and provided also that if at any time the number of Trustees shall be reduced below Seven (7) for any reason whatsoever the remaining Trustees shall have the right to appoint new Trustees at a meeting at which all the remaining Trustees are present.

10.

The Trustees shall elect from amongst their number a Chairman who shall, in the event of an equality of voting, have a casting vote as well as a deliberative vote. Should the Chairman for any reason be absent from any meeting of Trustees, the Trustees then present shall elect a Chairman from amongst their number.

11.

The Trustees shall be entitled by resolution duly passed at a meeting of Trustees to appoint two (2) or more Trustees for the purpose of executing any documents required by the Trust for any purpose whatsoever, provided that an extract of the minutes of the meeting of Trustees appointing such person or persons, certified by the Chairman or Secretary, shall be filed on each occasion with the documents signed.

12.

Any Trustee shall be entitled by Power of Attorney to delegate his powers hereunder as Trustee to any person, including a co-Trustee, subject to

such /

such delegation being approved by his co-Trustees. In the event of a Trustee leaving the Union of South Africa either temporarily or otherwise without delegating his powers hereunder to another person or if the person delegated shall not be approved by his co-Trustees, the remaining Trustees shall appoint another Trustee to act in his place during his absence.

13.

No person shall be qualified for appointment as a Trustee hereunder who:

- (a) is a rehabilitated insolvent, or
- (b) is a minor or otherwise under legal disability, or
- (c) has at any time been convicted of theft, fraud, forgery or uttering of forged documents, perjury, or any other offence involving dishonesty and being sentenced therefor to serve a term of imprisonment without the option of a fine or to pay a fine exceeding TEN POUNDS (£10.0.0.).

14.

A Trustee shall vacate his office if after appointment:

- (a) his estate is finally sequestrated or should he make a composition with his creditors.
- (b) he becomes a lunatic or of unsound mind or be declared to be incapable of managing his own affairs.

- (c) he be convicted of theft, fraud, forgery or uttering of forged documents, perjury, or any other offence involving dishonesty and being sentenced therefor to serve a term of imprisonment without the option of a fine, or to pay a fine exceeding Ten Pounds (£10).
- (d) if he absents himself from Natal without leave of absence from his co-Trustees for a period exceeding three (3) years.
- (e) without leave from his co-Trustees he fails to attend four (4) consecutive meetings of the Trustees of which due notice shall have been given to him.
- (f) he resigns his office by notice, in writing, to the Trustees, sent by registered post, in which event, however, his office shall be deemed to be vacant seven (7) days after the despatch of such notice, provided that in the case of a resignation tendered by either the Chairman, Secretary or Treasurer, such resignation shall be accompanied by all books and documents, moneys and properties belonging to the Trust and provided also that such resignation shall not be effective until such time as he shall have fully accounted for the due performance of his duties to his co-Trustees.

Trustee may make application to the Supreme Court of South Africa, Natal Provincial Division, for the removal of a Trustee on the grounds

- (a) that the appointment of a Trustee is invalid or irregular or illegal, or that he has become disqualified in terms of the next preceding clause from continuing to act as a Trustee, and
- (b) that any Trustee has failed satisfactorily to perform any duty imposed upon him by this Deed.

16.

The bona fide acts of any Trustee whose appointment may have been made irregularly and/or in a manner not authorised in this Deed, shall be valid and effectual until such time as such Trustee resigns or is removed from office, as hereinbefore provided.

17.

Questions arising at any meetings of Trustees shall be decided by the majority of votes of such Trustees then present.

18.

No Trustee shall be disqualified by his office from contracting with the Trust created under this Deed, nor shall any contract entered into by or on behalf of the Trust in which any Trustee shall be interested be declared to be null and void, nor shall any Trustee so contracting be liable to account to the

Trust /

Trust for any profit realized by any such contract by reason only of such Trustee holding that office, provided that he shall have disclosed the nature of his interest on or before making of the contract, or provided that such interest shall already have been known to his co-Trustees.

19.

The Trustees shall be entitled to sue and be sued in any Court having competent jurisdiction in the name of the Trust in respect of any matter arising out of the Trust hereby created, and all costs incurred by the Trustees as well as any other charges, expenses and disbursements incurred by them in or arising out of their administration of the Trust Fund, shall be a first charge on the Trust Fund and the income thereof and shall be paid thereout, provided that no such Trustee shall be entitled to remuneration in respect of his services as Trustee.

20.

The Trustees, whether original or assumed, shall not be required to file security with the Master of the Supreme Court for the due performance of their duties in the administration of this Trust, nor shall the Trustees be required to file annual accounts with the Master of the Supreme Court, provided that should the Trustees original or assumed be called upon or compelled to file security for the performance of their duties or the administration of the Trust or to file annual accounts with the Master of the Supreme Court, the expenses of providing such security or filing such accounts shall be paid by the Trust.

21.

The Trustees shall deposit all securities representing investments of the Trust in safe custody with any Bank or Banking Company whose business it is to take charge of securities of that nature and the Trustees shall not be responsible for any loss by reason of such deposit and shall pay from the income of such Trust Fund any sum required to be paid on account of such deposit for safe custody.

22.

(a) The Trustees shall be chargeable only for such Trust property as they shall respectively and actually receive and they shall be answerable and accountable only for their own defaults and not for those of their co-Trustees nor for those of any banker, broker or other person with whom any of the Trust property may at any time have been deposited nor for the insufficiency or deficiency in any of the Trust property nor shall they be chargeable with any loss or be liable to make good the same unless such loss shall happen through their own wilful act, neglect or default and then only the person or persons who are guilty of any such act, neglect or default shall be answerable for the same.

(b) The Trustees are hereby indemnified and held harmless from any loss or damage which the Trust may sustain by reason of any act bona fide carried out by the Trustees.

23.

Immediately upon registration of this Deed and thereafter and not later than the 30th day of June in each and every year, a meeting of Trustees shall be held at which they shall appoint from amongst their numbers a Chairman, a Secretary and a Treasurer, any two of whom shall be entitled to operate upon the Banking Account of the Trust so long as they hold their /

their respective offices. In the event of any vacancies occurring in the tenure of such office during the currency of any year the remaining Trustees shall have the power to fill such vacancy from their numbers at the next meeting of the Trustees.

24.

Any person elected as Chairman, Secretary or Treasurer shall be eligible for re-election to the same office.

25.

Meetings of Trustees shall be held not less than once in every two (2) months and at all meetings of Trustees the books of account of the Trust and all vouchers and documents relating to the Trust Funds and properties shall be open for inspection by the Trustees.

26.

A Special Meeting of Trustees may be convened at any time by the Secretary upon a written application of any five (5) Trustees and the notice convening the meeting shall set out the nature of the business to be considered at such meetings.

27.

The Trustees shall cause a proper set of books of account to be kept relating to the Trust Fund, which books of account shall be audited annually by a Chartered Accountant appointed by the Trustees and approved by the Master of the Supreme Court, Natal Provincial Division, with powers to the Trustees, subject to the approval of the said Master of the Supreme Court, to vary such appointment from time to time.

28.

A full statement of account and balance sheet of the assets and liabilities of the Trust shall be prepared annually and signed by the Trustees and the Auditors. The Auditors shall at all times have access to the books, accounts and investments and securities of the Trust Fund and be entitled to such information and explanation from the Trustees or their Agents, or their employees as they shall require.

29.

The Trustees shall deposit all monies received by them, whether by way of principal or interest in a Banking Account to be opened in the name of the Trust in any Registered Bank or Building Society. Such accounts shall be operated upon by the Chairman, Secretary and Treasurer or any two of them.

30.

The Trustees shall keep or cause to be kept by one of their number a Minute Book wherein will be recorded all decisions reached by them in connection with any matter affecting the Trust. A resolution in writing, signed by a majority of Trustees then in office shall have the same force and effect and be as valid and effectual as if it had been passed at a meeting of Trustees duly called and constituted and shall be entered into the Minute Book as a resolution of Trustees.

31. /

31.

The Trustees shall be entitled and are hereby empowered at their discretion to invest the Trust Funds or any portion thereof in or upon such investments as are permissible for Trustees and in or upon Government or Municipal Stock issued or to be issued in the Union of South Africa or in or upon stock of public utility companies, such as the Electricity Supply Commission or in or upon first mortgage of freehold property in the Province of Natal or in or upon the acquisition of immovable properties or leasehold rights or movable assets required for the purposes of the Trust or in or upon fixed deposits or shares in registered Building Societies or on current account with any Bank or Building Society, and shall have full power at their absolute discretion to vary such investments for others of a like nature.

32.

Notwithstanding the provisions of the last preceding clause, the Trustees shall be entitled or allowed to retain any asset donated to the Trust in the form in which they receive it for so long as they may think fit, whether such asset is in the nature of a Trust asset or not, but in the event of the realisation of such asset the proceeds thereof shall be invested as aforesaid.

33.

All voting powers attaching to any stocks, shares or share warrants in any Company registered with limited

liability /

liability or in any Corporation and forming part of the Trust Fund shall be exercised by the Trustees jointly. The Trustees are hereby specially vested in respect of all such shares with all such powers, authorities or discretions that they could hold, possess, exercise or acquire if they individually were the owners thereof and accordingly may vote for or against or otherwise give or refuse their assent to any scheme or proposal for the amendment of or addition to any Articles of Association of any Company, for the distribution or allocation of profits or capital otherwise than in accordance with the rights of members holding any class of shares in any Company, for the distribution of profits in the form of bonus shares in any Company, for the creation of any class of shares in any Company, for the distribution of profits in the form of bonus shares in any Company, for the creation of any class or classes of shares ranking in priority to any other class or classes of shares, or for the issue of any new or additional capital in any Company or for the reconstruction by way of amalgamation or otherwise of the Company, and generally may exercise in their discretion any rights or powers which any individual shareholder in any such Company could exercise.

The exercise of any of the powers, authorities or discretions hereby conferred upon the Trustees shall not be affected or prejudiced by reason of the fact that any of them may be interested or concerned, directly or indirectly, in any such Company in any

manner /

manner whatsoever, nor shall any such Trustee be liable because of the fiduciary relationship hereby established or hereout arising to account for any benefit, direct or indirect, derived by or accruing to him by reason of any such interest or concern, nor shall any act, contract or dealing of the Trustee be, because of any such benefit direct or indirect derived by or accruing to any such Trustee, voidable or void; the intent of this provision being to dispense within in respect of the Trustee or any of them all the consequences arising from the fiduciary relationship in which they or any of then may by reason of their appointment hereunder stand in or towards any such Company in which they may be interested or concerned, directly or indirectly.

34.

The Trustees may in the execution of any of the Trusts or powers herein contained determine whether any monies are to be considered as capital or income and whether any expenses, outgoings or other payments should be paid out of the capital or income and may apportion blended funds and determine all questions or matters in doubt arising as to the administration of this Trust.

35.

In addition to the powers usually enjoyed by Trustees and without prejudice to the said generality, the Trustees shall have and enjoy the following rights, powers and privileges :

(a) /

- (a) To call in, recover, collect, and if necessary to sue for all loans or other monies, including rents, and the like, belonging to the Trust Fund at any time whether invested by them or otherwise, and to foreclose bonds and, if necessary, to buy in securities;
- (b) To pay and expend such portions of the Trust Fund or the income thereof as may be necessary for the preservation, maintenance and upkeep of any properties held by the Trust;
- (c) To demolish any buildings belonging to the Trust which, in the opinion of the Trustees, should be so dealt with, and to erect new buildings in place thereof;
- (d) To let either on lease or otherwise as also to improve, alter, or otherwise deal with any property belonging to the Trust or with which the Trust is entitled to deal;
- (e) To borrow money for the purposes of the Trust, and at their discretion to mortgage any immovable property, belonging to the Trust Fund;
- (f) To sign and execute all transfers of any immovable or other property or rights, all cessions and/or consents to cancellation of bonds, securities, leases, servitudes or other deeds and/or all powers of attorney relating thereto and generally all documents of any nature or kind whatsoever requisite and necessary from time to time in connection with the acquisition or the realisation of Trust Assets and/or for carrying out the terms of this Deed of Trust;

- (g) To allow any time for the payment of any debt due to the Trust as they may think fit and to compromise, compound or submit to arbitration all claims, debts or things whatsoever belonging to or relating to the Trust;
- (h) To employ and pay out of the Trust Fund any other person or persons to do any act or acts, including the receipt of monies, although they or any of them could have done that act or those acts;
- (i) Jointly to delegate their powers hereunder to any person or persons.

36.

The duties of the Secretary of the Trust shall be:

- (a) To record all the transactions of the Trust and to record all Minutes of meetings of Trustees in a book provided for that purpose;
- (b) In accordance with the directions of the Trustees, to conduct all the necessary correspondence;
- (c) Generally to do all such things and perform such duties as the Trustees may from time to time direct.

37.

The Treasure of the Trust shall:

- (a) Receive and give receipts for all monies received by the Trust or collected on behalf of the Trust;

- (b) Keep the books of account of the Trust and enter therein all such matters as are normally entered in books of account of an institution of a similar nature;
- (c) Prepare the books of the Trust and accounts for audit by auditors appointed by the Trust;
- (d) To endorse all cheques and negotiable instruments received by the Trust and to deposit in a bank or Building Society selected by the Trustees all monies not actually invested within one (1) day of the receipt of such monies;
- (e) To receive and control such sums as may be allotted from time to time by the Trustees as petty cash and to keep a proper account thereof;
- (f) In the absence or unavailability of the Treasurer for any reasons whatsoever either the Chairman or the Secretary shall be responsible for the performance of the duties of the Treasurer.

38.

The Trustees shall be entitled to alter, add to or amend any of the terms of this Trust, provided that such addition, alteration or amendment shall be solely for the purpose of facilitating the working of the Trust and shall not alter the objects of the Trust, but shall be purely for the purpose of improving the administration of the Trust funds.

AND /

AND FURTHER PERSONALLY came and appeared before
me, ----- ALFRED GORDON WILLS -----, the said Notary
Public, the said :

GOVINDASAMY SOMASUNDRAM NAIDU

he being duly authorised by a Special Power of Attorney,
original of which is filed with my Protocol, herewith
granted to him by :

VINCENT LAWRENCE

RAMSWAMI MOONSWAMI NAIDOO

HIMATLAL HARJIVAN DHUPELIA

KHORSHED NOSHIR GINWALA

KUGARAJAN PADAYACHEE

ABOOBAKER MOOSA

HARRY SING BODASING

ESSOP MAHOMED RANDEREE

CHHAGAN KHOOSAL MISTRI

FEMGARATHAN

WOODRAJ SOOKDEO SINGH

NAGIN PARBHOO HARGOVAN

BANGAR RANGIAH NAIDOO

in their capacity as Trustees of the MAHATMA GANDHI
MEMORIAL TRUST and declared that he, on behalf of the
said Trustees, did hereby accept the office as Trustees
and promised the duties herein imposed upon them
faithfully to perform.

THUS /

THUS DONE AND EXECUTED at DURBAN this

AS WITNESSES :

1. "M.A.G. Carrington"
2. "G.F.Mulligan"

" A. N. Padayachee "

APPEARER

THUS DONE AND EXECUTED at DURBAN this

AS WITNESSES :

1. "M.A.G. Carrington"
2. "G.F. Mulligan"

" G. S. Naidu "

QUOD ATTESTOR
" A. Gordon Wills "
NOTARY PUBLIC.

RED SEAL

" ALFRED GORDON WILLS "

NOTARY PUBLIC

NATAL.

BARCLAYS BANK D.C.O.

THE NATIONAL BANK OF SOUTH AFRICA LIMITED.

Queen Street Branch
118-120 Queen Street,
Durban
Natal

5th November, 1962

Mahatma Gandhi Memorial Trust
C/o Mr. A.B. Moosa,
37 Albert Street,
DURBAN

Dear Sirs,

re : Current Account - Mahatma Gandhi
Memorial Trust
Deed of Transfer No 7821/1962
do 7661/1952
do 16/1886 with diagram ~~XXXX~~
do 579/1894 annexed
to be held in safe custody do

We acknowledge receipt of your letter of the
3rd instant together with the above Title Deeds for which
we thank you.

Yours faithfully,

Sgd.

SUB MANAGER.

COPY SENT TO Mr. R. M. Naidoo

see Sub file 409.

MAHATMA GANDHI MEMORIAL TRUST

Telephone 29876.
P.O. Box 200.

C/o Mr. A. B. Moosa,
37 Albert Street,
DURBAN.
3rd November, 1962.

The Manager,
Barclays Bank (D.C. & O.,)
Queen Street Branch,
Queen Street,
DURBAN

Dear Sir,

re : CURRENT ACCOUNT -
MAHATMA GANDHI MEMORIAL TRUST.

We send you with this letter the following original Title Deeds of the above Trust for the purpose of holding them in safe custody :-

1. Deed of Transfer No. 7821/1962
2. Deed of Transfer No. 7661/1952
3. Deed of Transfer No. 16/1886, with diagram annexed
4. Deed of Transfer No. 579/1894, with diagram annexed

Kindly acknowledge receipt of the above documents.

Thanking you.

Yours faithfully,
MAHATMA GANDHI MEMORIAL TRUST


A. B. MOOSA
Hon. Secretary

BELASBAAR
RATED

1
Set

A. F. BRETT & WILLS,
SOLICITORS AND CONVEYANCERS.
DURBAN.

Deed of Transfer 7821 1962

PREPARED BY

Lyric S. Golding
CONVEYANCER

Be it hereby made known:

THAT

FREDERIC ST. GEORGE TATHAM

of Pietermaritzburg, 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 GOVINDASAMY SOMASUNDRAM NAIDU, in his capacity as a Trustee of the NATAL INDIAN CONGRESS (founded by MAHATMA GANDHI in 1894) duly authorised thereto by a Resolution of Trustees of the said NATAL INDIAN CONGRESS dated 16th May, 1961 (Member of the Indian Group); which said Power of Attorney is _____

/ dated

dated the 12th day of JUNE, 1961, and
signed at DURBAN.

And the said Appearer declared that

WHEREAS on the 15th September, 1960, the said NATAL INDIAN CONGRESS donated to the Transferees the undermentioned property;

AND WHEREAS the said Transferees accepted the donation as evidenced by the document dated 12th June, 1961;

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NOW THEREFORE, the said Appearer ~~had truly and legally sold, and that he~~ in his capacity aforesaid, did, by these presents, cede and transfer, in full and free property, to and on behalf of the trustees of the MAHATMA GANDHI MEMORIAL TRUST, Members of the Indian Group, their Successors in office or assigns, certain two pieces of land situate and being -

1. Lot 155, Block A.K., of the Town Lands of Durban No. 1737, situate in the City and County of Durban, Province of Natal, in extent TWENTY THREE DECIMAL FOUR NINE FOUR (23.494) PERCHES.

the further particulars whereof will more fully appear on reference to Deed of Transfer No. 579/1894, dated 9th July, 1894, with diagram annexed, in favour of NEPAUL and RACHPAUL, and to the Deed of Transfer No. 7661/1952, dated 19th September, 1952, in favour of the said Trustees for the NATAL INDIAN CONGRESS (founded by MAHATMA GANDHI in 1894).

THIS PROPERTY IS TRANSFERRED :

- (a) Subject to all the terms and conditions of the original Government Grant No. 1737, dated 27th July, 1855, in so far as same are now in force and applicable.
- (b) Subject to the following special condition created in said Deed of Transfer No. 579/1894, reading as follows :

.... "That a building shall be erected thereon within two years from the date of sale (viz. 5th of March, 1892) of the value of at least £150.0.0. and that rates shall be levied accordingly on the added value in the third and each succeeding year whether the building is erected or not."

2. Lot 23 Block AC of the Town Lands of Durban No.

1737, situate in the City and County of Durban,
Province of Natal, in extent TWENTY FOUR (24)

PERCHES, TWO HUNDRED AND SIXTEEN (216) SQUARE FEET.

the further particulars whereof will more fully appear on
reference to Deed of Transfer No. 16/1886, dated 20th January,
1886, with diagram annexed, in favour of JAMES FINLAY FERGUSON,
and to the Deed of Transfer No. 7661/1952, dated 19 the September,
1952, in favour of the said Trustees of the NATAL INDIAN CONGRESS
(founded by MAHATMA GANDHI in 1894).

THIS PROPERTY IS TRANSFERRED :

"Subject to all the terms and conditions of the
original Government Grant No. 1737, dated 27th
July, 1855, in so far as same are now in force
and applicable."

Wherefore the said Appearer, renouncing all the right and Title which
the said Trustees for the NATAL INDIAN CONGRESS (founded
by MAHATMA GANDHI in 1894)

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

/ their

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their ^{Successors in office} ~~Heirs, Executors, Administrators,~~ or Assigns now ^{the State} are and henceforth shall be entitled thereto, conformably to local custom, ~~Government,~~ however, reserving its rights; and finally acknowledging the value of the said properties to be the sum of FORTY TWO THOUSAND SEVEN HUNDRED AND TWENTY RAND (R42,720-00).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, q.q., 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, on this ^{19th} day of the month of **OCTOBER.** in the year of Our Lord One Thousand Nine Hundred and **Sixty One.**

M. K. M. M.

q.q.

In my presence.

[Signature]
Registrar of Deeds.

Old Town -
Registered in the Lands Register

No. 37 Fol. 166
" 35 " 141

[Signature]
Registering Clerk.

~~cc. 1829/54.~~

cc. 1829/54.

[Handwritten signatures and initials]
22

DEED OF TRANSFER

in favour of

THE TRUSTEES FOR THE NATAL INDIAN CONGRESS
(founded by MAHATMA GANDHI in 1894)

ooo

GILSON & ELLIOTT,
Conveyancers &c.,
Chancery Lane,
DURBAN.

dated

Trust

GETRANSPOORTEER
TRANSFERRED
to
Trustees of the Mahatma Gandhi Memorial Trust
No. 7621/1962
Restant
Reminder
13.10.1952
W. H. ELLIOTT
Registrar of Deeds.

7661

1952

WILSON & ELLIOTT,
Conveyancers &c.,
Chancery Lane,
DURBAN.

Prepared by me,
W. H. Elliott
Conveyancer.

DEED OF TRANSFER
(By virtue of an Order of Court)

BE IT HEREBY MADE KNOWN :

THAT in obedience to an Order of Court granted on the 5th day of APRIL, 1950, by the Supreme Court of South Africa, (Natal Provincial Division), I, the Registrar of Deeds for the Province of Natal, at Pietermaritzburg, by virtue of the aforesaid Order of Court, cede and transfer in full and free property to and on behalf of : _____

_____ THE TRUSTEES FOR THE NATAL INDIAN CONGRESS _____
(founded by MAHATMA GANDHI in 1894)

their Successors in office or assigns, the following two
pieces/....

pieces of land :-

- (1) LOT 155, Block A.K. of the Town Lands of DURBAN, No. 1737, situate in the City and County of DURBAN, Province of Natal, in extent TWENTY-THREE decimal FOUR NINE FOUR (23.494)perches:

as will more fully appear on reference to Deed of Transfer No. 579/1894, dated 9th July 1894, in favour of NEPAUL No. 14,112 and BACHPAUL No. 14,113, with Diagram annexed and to the Deed of Transfer No. 441/1896, dated 20th April 1896, in favour of : _____

MOHANDAS KARAMCHAND GANDHI., ABDUL CARIM HAJEE ADAM.,
MOOSA HAJEE CASSIM., ABDUL KADIR., DOROOSAMY PILLAY.,
P. DOWJEE MAHOMED., and HOUSEN CASSIM

as Trustees for the Natal Indian Congress. _____

The land is transferred : _____

- (a) Subject to all the terms and conditions of the original Government Grant No. 1737, dated 27th July 1855, in so far as same are now in force and applicable. _____
- (b) Subject to the following special condition created in Deed of Transfer No. 579/1894, reading as follows :- _____

"That a building shall be erected thereon within two years from the date of sale, (viz. 5th of March 1892), of the value of at least £150. 0. 0. and that rates shall be levied accordingly on the added value in the third and each succeeding year whether the building is erected or not". _____

- (2) LOT 23 Block A^C of the Town Lands of DURBAN, No. 1737, situate in the City and County of DURBAN, Province of Natal, in extent TWENTY-FOUR (24) perches, TWO HUNDRED AND SIXTEEN (216) square feet; _____

as will more fully appear on reference to Deed of Transfer No. 16/1886, dated 20th January 1886, in favour of JAMES FINLAY FERGUSON, with Diagram annexed and to the Deed of Transfer No. 1789/1897, dated 30th November 1897, in favour of : _____

MOHANDAS KARAMCHAND GANDHI., ABDUL CARIM HAJEE ADAM.,
MOOSA HAJEE CASSIM., ABDUL KADIR., DOROOSAMY PILLAY.,
P. DOWJEE MAHOMED., and HOUSEN CASSIM

as Trustees for the Natal Indian Congress. _____

The land is transferred : _____

- (a) Subject to all the terms and conditions _____

of/....

of the original Government Grant No. 1737 ,
dated 27th July 1855, in so far as same are
now in force and applicable.

AND that by virtue hereof the Trustees for the time being
of the NATAL INDIAN CONGRESS (founded by MAHATMA GANDHI in 1894),
its successors in office or assigns, now are and henceforth shall
be entitled thereto conformably to local custom, Government, however,
reserving its rights ; the value of the aforesaid land being the
sum of £ 14,700 (Fourteen Thousand Seven Hundred Pounds)

IN WITNESS WHEREOF, I, the said Registrar, 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, on this the 19th day of in
the year of Our Lord, One thousand, nine hundred and fifty two . .

R. G. Smith
Registrar of Deeds.

Registered Land Register

1 J Folio 310.

2 K Folio 71.

[Signature]
Registering Clerk.

APR 1

549
1894

DEED OF TRANSFER,

BY VIRTUE OF A POWER OF ATTORNEY.

Know all Men whom it may



THAT *Henry Richings Bousfield*
of *Pietermaritzburg*, Advocate
appeared before me, REGISTRAR OF DEEDS. He, the said APPEARER, being authorised
thereto by a Special Power of Attorney granted to him by the Mayor of Durban,
— *George Payne* — Esquire, acting for the Mayor and Councillors
of the Borough of Durban, under the provisions of the Eighty-second Section of the Municipal
Corporations Law, One Thousand Eight Hundred and Seventy-two, dated the *7th*
day of — *July* — One Thousand Eight Hundred and *Ninety-*
four and drawn up at Durban, and executed under the Corporate Seal of the said Borough,
in the presence of and attested by a competent Witness, which Power of Attorney was exhibited
to me on this day; and the said Appearer declared that his Principals, the said Mayor and
Councillors of the Borough of Durban, had truly and legally sold, and that he, the said Appearer,
in his capacity as Attorney to the said Mayor and Councillors of the Borough of Durban, and with
the consent in writing of the Governor of the Colony of Natal, dated the *Twentyseventh*
day of — *April* — One Thousand Eight Hundred and *Ninetyone*
did, by these presents, cede and transfer, in full and free Property, to and on behalf of —

Nepaul No 4 112, and Racheaul No 14, 113
Free Indians of Durban Soukheps their
Heirs Executors Administrators, or Assigns
a certain piece or parcel of land in extent
Twentythree decimal four nine four (23.494)
Perches situate and being *Lot 155 Block AK*
on the Town Lands of the said Borough of
Durban bounded on the North by *Tynn*
Street, East by *Umgene Road* South by *Lot*
151 West by *May Street* —

Subject to the special condition that a
building shall be erected thereon within two
years from the date of sale (viz: 5th of March 1892)
of the value of at least £150 and that rates
shall be levied accordingly on the added value
in the third and each succeeding year —
whether the building is erected or not.

The further particulars whereof will appear, reference being had to the Diagram annexed to the Original Grant of said Borough Lands in favour of the said Mayor, Councillors and Burgesses of the Borough of Durban aforesaid, dated the Twenty-seventh day of July, One Thousand Eight Hundred and Fifty-five, also by the enlarged Plan of the Borough of Durban aforesaid, and by the Diagram hereto annexed. This Transfer is passed subject to all the conditions contained in the said Original Deed of Grant.

Wherefore the Appearer, the Said Henry Riching Bousfield q.q. renouncing all the Right and Title which his Principals heretofore had to the Premises, on behalf as aforesaid, did, in consequence, also acknowledge the said Mayor and Councillors of the Borough of Durban to be entirely dispossessed of and disentitled to the same; and that by virtue of these presents the said

Nepaul and Rachpaul

their Heirs, Executors, Administrators, or Assigns now is, and henceforth shall be, entitled thereto, conformably to local custom; moreover promising to free and warrant the Property thus Sold and Transferred, as also to clear it from all Encumbrances and Hypothecations, according to the Laws respecting the Purchase and Sale of Landed Property, Government, however, reserving its right; and finally acknowledging his Principals to be satisfactorily paid the whole of the Purchase Money amounting to a sum of

One Hundred and Twentyfive Pounds Sterling

In Witness whereof I, the said REGISTRAR, together with the APPEARER, q.q., have subscribed to these presents.

THUS DONE AND EXECUTED at the OFFICE of the REGISTRAR OF DEEDS at Pietermaritzburg, in the Colony of Natal, on the *Twelfth* Day of the Month of *July* in the Year of our Lord One Thousand Eight Hundred and Ninety-four

H.R. Bousfield
q.q.

In my presence.

G. L. L. L.

Registrar of Deeds.

Personal Register

La N fol 130
R 179

Registered Property Register,

2 Folio— 779

9th July, 1894.

Prepared by

Imbsarh

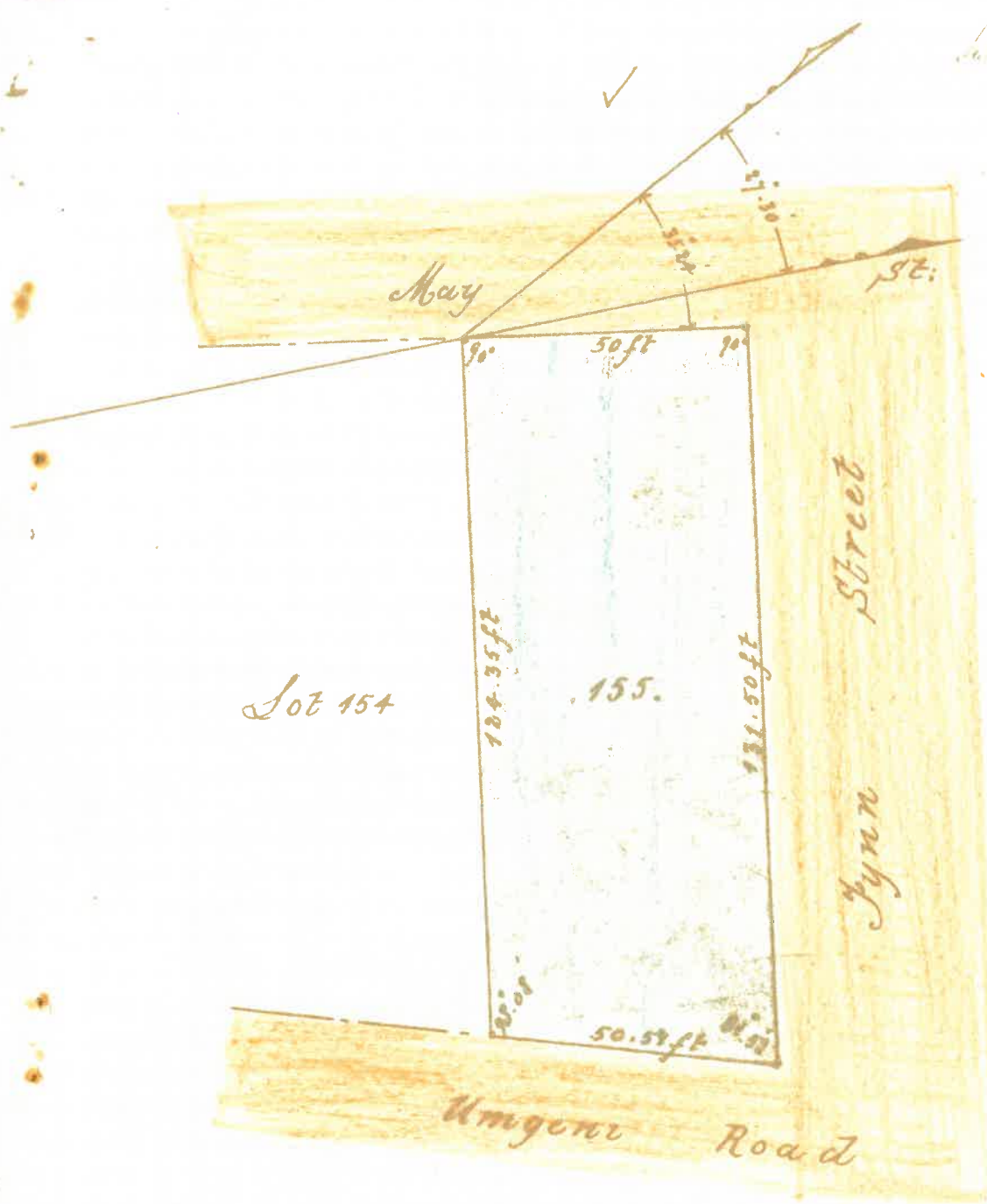
Town Solicitor and Conveyancer,
Durban.

G. L. L. L.

Registrar of Deeds.

Left off

S. C. O.
 Lot 107, Feb. 1892
 W. S.



Scale of 100 feet
 Now known as Lot 155 Block A.K. of the Town Lands of Durban N° 1732
 The above Diagram represents a Piece of Land, containing

Acres and Perches 23.494 being Lot 155 Block A.K. situate on the Town Lands of the Borough of Durban, in the Colony of Natal. It is bounded on the North by Fynn Street, East by Umgeni Rd. South by Lot 154 and West by May Street.

Surveyed by me.

William H. C. O.

Government Surveyor.

Feb 2 1892

Property Reg. Vol. 7 fol. 3
July 12. 1874. Glamond
R.D.

Transferred to Mr. Maurice Smithwick Esq. for
£280. 3/11 4/0.
1/5.
Glamond

Transferred to Mr. Smithwick Esq. for £750 Bond
1/5 to Mr. Smithwick Esq. with above Bond.
1/5.
Glamond

Transferred to Mr. Noel & Son for £130
Bond 1/5.
1/5.
Glamond

Transferred by Notice, No. 14111, to the Trustees for the
Natal Indian Congress, Durban.

Registered Property Reg. Vol. 7, fol. 310 -
2nd April 1875.

Glamond
Reg. of Deeds

16
1886 C.C. 1879/54. D
lg

DEED OF TRANSFER.

BY VIRTUE OF A POWER OF ATTORNEY.

Know all men whom it may concern,

THAT

William Edmund Gitchie, of Maritzburg Advocate

appeared before me, REGISTRAR OF DEEDS, He, the said

William Edmund Gitchie

being authorised thereto by a special Power of Attorney, dated the twentieth
day of January One Thousand Eight Hundred and Eighty Three
granted to him by the Mayor of Durban. John William Stanack

Esquire, acting for the Mayor and Councillors of the Borough
of Durban, under the provisions of the Eighty-second Section of the Municipal Corporations Law, One
Thousand Eight Hundred and Seventy-two, said Special Power of Attorney, being drawn up at Durban,
and executed under the Corporate Seal of the said Borough, in the presence of, and attested by, a
competent Witness, which Power of Attorney was exhibited to me on this day. And the said Appearer
declared that his Principals, the said Mayor and Councillors of the Borough of Durban, had truly and
legally sold, and that he, the said Appearer, in his capacity as Attorney to the said Mayor and Coun-
cillors of the Borough of Durban, and with the consent in writing of the Lieutenant Governor of the
Colony of Natal, dated the thirtieth day of November One
Thousand Eight Hundred and Eighty Three, did, by these presents, cede and transfer, in
full and free Property, to and on behalf of

James Finlay Ferguson of Durban Jeweller

his Heirs, Executors, Administrators, or Assigns, of a certain piece

of freehold land in extent twenty four

perches two hundred and sixteen square

feet situate and being the lot 73 in Block

A^c of the Town Lands of the Borough of

Durban. Bounded on the North by Prince
Edward Street on the East by lots 75 and
76 on the South by a Street and on the
West by lot 71

The further particulars whereof will appear, reference being had to the Diagram annexed to the Original Grant of the said Borough Lands, in favour of the Mayor, Councillors and Burgesses of the Borough of Durban aforesaid, dated the Twenty-seventh day of July, One Thousand Eight Hundred and Fifty-Five, also by the enlarged Plan of the Borough of Durban aforesaid, and by the Diagram hereto annexed.

Wherefore the Appearer, the said William Edmund Fisher renouncing all the Right and Title which his Principals heretofore had to the Premises, on behalf as aforesaid, did, in consequence, also acknowledge the said Mayor and Councillors of the Borough of Durban to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these presents, the said

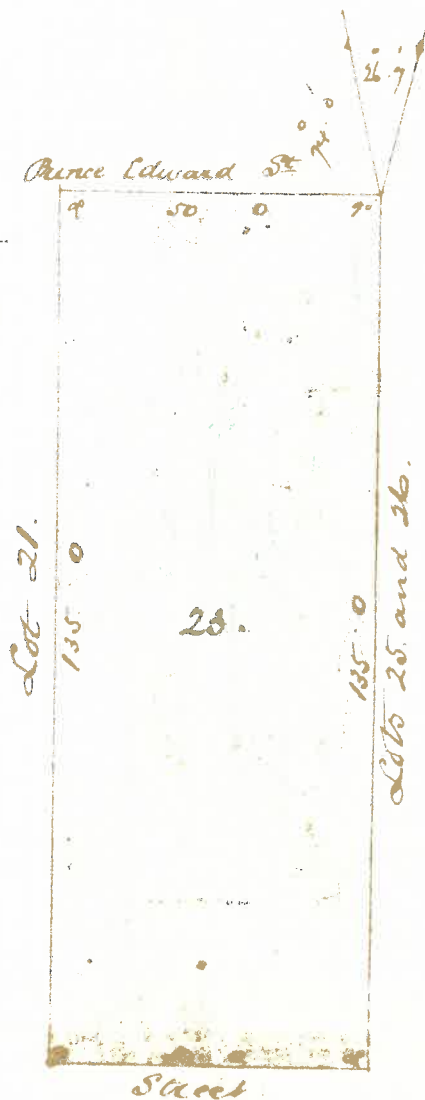
James Finlay Ferguson

his Heirs, Executors, Administrators, or Assigns, now is, and henceforth shall be, entitled thereto, conformably to local custom. Moreover, promising to free and warrant the Property thus sold and transferred, as also to clear it from all Encumbrances and Hypothecations, according to the laws respecting the Purchase and Sale of Landed Property, Government, however, reserving its right. And finally acknowledging his Principals to be satisfactorily paid the whole of the Purchase Money, amounting to a sum of one hundred and two pounds sterling.

Sub. Bot. 78 / 1st. 9/4

16/4/51

1/4/51



Scale of Feet.

10 50 100 200 300 400 500 600 700 800 900

Now known as:

Lot 23 Block A^c of the Town Lands of Durban N^o 1737.DN
2/6/51

The above Diagram represents a Piece of Land, containing
 Acres ———— Poods ^{per Acre 2.56} 24 216 Poods, being
 Lot 23 Block A^c, situate on the Town Lands of
 the Borough of Durban, in the Colony of Natal. It is bounded on the
 North by Prince Edward St, East by Lots 25 and 26, South
 by Street, and West by Lot 21.

Surveyed by me,

J. H. Burnet C^t

Government Surveyor.

April, 1884

In Witness whereof, I the said Registrar, together with the Appearer, q.q.,
have subscribed to these presents.

THUS DONE AND EXECUTED at the OFFICE of the REGIS-
TRAR OF DEEDS at Pietermaritzburg, in the Colony of Natal, on
the 20th day of the Month of January
in the Year of Our Lord One Thousand Eight Hundred and Eighty Six

William John Fisher

In my Presence.

G. Lamont.
Registrar of Deeds

Registered Deeds Register.
Vol. 2 Folio 762
Jan'y 20, 1886

G. Lamont
Registrar of Deeds.

prepared by

Alcock

Town Solicitor,
Durban.

Witnessed to the Deed of Purchase for
£600.

245
1886.

G. Lamont
R.D.

100/1

John D. King & Co

to the Treasurer 1897

July 1st 1897

Whereas subject to foregoing bonds by contract
transferrable that is to say to the State of Virginia

Agreement

to the Treasurer 1897

to the Treasurer 1897

Agreement

to the Treasurer 1897

to the Treasurer 1897

Agreement

to the Treasurer 1897

to the Treasurer 1897