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est. 1902

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Your reference

Our reference

Date

Barry Elliot/LS. 12th March, 1991.

Dear Sir,

re: ESTATES OF YOUR LATE FATHER AND MOTHER.

We refer to our letter to you of the 10th January last and would appreciate it if you could indicate to us when we can expect to receive the cash shortfall in these Estates. We record that we have paid the Urban Development Tax on the Tsolo property in the sum of R50,00 which makes the cash shortfall R10 457,10.

You will recall that you requested us to investigate the appointment of a Curator for your sister, Babalo. Our investigations reveal that whilst this may be possible, the expense and degree of co-operation required will probably make it extremely difficult to bring about. In view of this we addressed a letter to the Master of the Supreme Court enquiring from him whether he would consider handing over the administration of the Umtata property to the writer, our Mr. J.B.D. Elliot, in his capacity as Executor of the Estate of the late Z.M. Mabandla, for the time being.

The Master has now written to us informing us that he is agreeable. The Master also asks that we furnish him with our urgent advice in regard to the renewal of the Lease of the property.

The property is a present hired by Messrs. Vandeverre Apsey Robinson & Associates (Vara) in terms of a Lease entered into on the 24th June, 1988, between Vara and the then Executor of the Estate, Mrs. N.M. Ntsebeza.

The Lease was for a period of three years commencing on the 1st July, 1988, and it thus terminates on the 30th June, 1991. The rental was R1 500,00 per month escalating at 10% per annum and the rent is thus R1 815,00 at present.

My Partner, Mr. David Shaw, has inspected the property at my request and likewise made enquiries regarding rentals in Umtata. He has satisfied himself that the present rental of R1 815,00 is fair.

The tenant has the right to renew the Lease for a period of three years at a rental to be agreed upon and it is my suggestion that the new rental should be structured thus:-

Existing rent	R1 815,00
Plus 10%	181,50
Plus increase in rates over the period of the existing Lease	<u>147,00</u>
	R2 143,50 =====

I suggest that in addition that a Clause be inserted into the Lease that the Tenant bear any increase in future rates.

I now enquire from you the following:-

1. Is it acceptable to you that the writer, our Mr. J.B.D. Elliot, takes over the administration of the Umtata property on behalf of your sister and her daughter.
2. Is a rental structured on the basis suggested above, acceptable to you.
3. If your answers to the above are in the affirmative, what is your suggestion regarding payment of income from the property to your sister.

It would be appreciated if you would respond to this letter urgently.

Yours faithfully,

ELLIOT & WALKER.

