

THE REPUBLIC OF SOUTH AFRICA

CONVEYANCING EXAMINATION

PART 1

7 SEPTEMBER 2022

2 Hours

09:00 - 11:15

Candidates are allowed 15 minutes to peruse the paper before starting to answer the questions. No candidate may start writing in the answerbook during this period. The examination of 2 hours then follows.

PLEASE NOTE:

1. Please write the number allocated to you on the cover of your answer book.
2. Candidates **must** write legibly and neatly. What may appear to a candidate (being accustomed to his own handwriting) to be legible, may **not** be legible to the examiners who cannot be expected to guess what has been written, nor would it be correct or fair (to other candidates) to expect the examiners to do so. If a candidate's handwriting is not **clearly** legible to the examiners, the candidate runs the risk of losing many marks. **ANSWERS MUST BE WRITTEN ONLY IN INK OR WITH A BALLPOINT PEN.**
3. Please use only **one** side of each page.
4. As many of the questions are based on sections and/or regulations of the relevant Acts, the answers thereto will obviously be either correct or incorrect.
5. Except if a special reason exists, a candidate will not be required to do an oral if 50% aggregate or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will have failed the examination and will be required to do an oral in order to convince the examiners that he/she does have sufficient knowledge to pass the exam. Candidates who attain less than 40% will not qualify for an oral and will have failed this examination.

TOTAL MARKS: [100]

QUESTION 1 **[4]**

- 1.1 You are approached by ABSA Bank and instructed to remedy a mortgage bond which is registered by ABC Attorneys on April 2022 at the Deeds Office of Pretoria wherein the costs clause was omitted. How should the matter be rectified? (2)
- 1.2 Where the costs clause of a bond is reflected as R0,00, may the costs clause be amended in terms of Section 4(1)(b) of the Deeds Registries Act to reflect the costs clause to be R25 000,00, given the fact that the bond is a covering bond? How should the matter be rectified? (2)

QUESTION 2 **[8]**

The Subdivision of Agricultural Land Act 70 of 1970, provides for certain classes of servitude in respect of agricultural land which may be registered without the Minister's written consent. List 4 (four) such servitudes.

QUESTION 3 **[4]**

Market Proprietary Limited, sells Erf 200 Pretoria. The property is the only asset of the Company. List the requirements that the Company must comply with, in order to pass the transfer.

QUESTION 4 **[5]**

Where an owner of immovable property undergoes a sex change and changes his/her names subsequent thereto and a new identity number is afforded to such owner.

- a) How must the new identity number be recorded against the title deed of the immovable property concerned? (2)
- b) List the documents that must be lodged to give effect to the registration. (3)

QUESTION 5 **[3]**

Property is registered in the names of parties whose marriage is governed by the laws of a foreign country and they are seeking to register an application for a change of name in terms of Section 93(1) of the Deeds Registries Act. The change of name was done by the Applicants in their country of origin. What documents must be lodged with the Registrar of Deeds in support of the application to effect the said name change?

QUESTION 6 **[15]**

List 15 (fifteen) instances where the purchaser or an acquirer of immovable property will be exempted from payment of transfer duty?

QUESTION 7 **[5]**

What procedure must be followed where it is ascertained, subsequent to registration, that the reservation of a right of extension does not disclose a period of time in which the right must be exercised?

QUESTION 8**[2]**

A sold his property to B on 01 October 2008 but before the deed of sale between A and B was signed, B already sold the property to C on 1 October 2007. Will the provisions of Section 14 of the Deeds Registries Act be contravened if these transfers are allowed in the deeds registry? Motivate your answer.

QUESTION 9**[2]**

What formalities must be complied with before a foreign trust can have immovable property registered into its name?

QUESTION 10**[14]**

The will of Joe Bekker, dated 10 April 2010, who was married out of community of property to Joanne Bekker, stipulated that his farm property should be inherited by his only son Koos Bekker subject to a lifelong usufruct in favour of his wife. The will furthermore stipulated that at the death of Joanne Bekker the testator's only daughter, Anna Bekker, should have the usufruct.

Joe Bekker passed away on 15 May 2017.

- 10.1 Providing your own further particulars draw the relevant conditional clauses as it would appear in the Deed of Transfer of the farm property to Koos Bekker relating to the registration of the rights in favour of both Joanne Bekker and the deceased's daughter, Anna Bekker. (6)
- 10.2 After the registration of transfer, Joanne Bekker passed away on 10 May 2018. What steps, if any, should be taken by Anna Bekker to secure her rights in respect of the property and what document/s, if any, need to be lodged in the Deeds Office for that purpose. (8)

QUESTION 11**[10]**

List 5 (five) exceptions to the provision in law that stipulates that transfer of land and cession of real rights therein must follow the sequence of the successive transactions in pursuance of which they are made.

QUESTION 12**[28]**

Please answer the following questions and motivate accordingly:

- 12.1 Must an affidavit executed outside the Republic of South Africa be authenticated in terms of Rule 63 of the High Court Rules? (2)
- 12.2 Should the provisions of Section 95 of the Deeds Registries Act be applied and insisted upon where a document is executed outside the Republic of South Africa and duly authenticated in terms of Rule 63 of the High Court Rules? (2)

- 12.3 Is it necessary to lodge a bondholder's consent to the registration of a sub-lease where the lease is mortgaged? (2)
- 12.4 Where a deed of transfer or mortgage bond express the purchase price or amount borrowed in a foreign currency, at what point in time must the Deeds Office registration fee be calculated according to the exchange rate? (2)
- 12.5 Is it possible to register a right of way over an exclusive use area? (2)
- 12.6 In a deed of transfer and power of attorney, reference is made to an agreement as a valid *causa* for the transfer. Is the *causa* acceptable as a reason for transfer? (2)
- 12.7 May the Deeds Office attend to the modification of mineral rights certificates? (2)
- 12.8 Where the executor in the estate of a developer transfers a section in a sectional title scheme to an heir, must the provisions of Section 15B(3)(c) be adhered to? (2)
- 12.9 Is transfer duty payable and by whom when a right of way is created in favour of the general public? (2)
- 12.10 Beauty Makwela, who is still a minor, waives her preference of a usufruct in favour of a bond to be registered over the property. Must the provisions of Section 80 of the Administration of Estates Act 66 of 1965 be complied with? (2)
- 12.11 Do the provisions of Section 80 of the Administration of Estates Act 66 of 1965 find application for the waiver of preference of a bond where the guardian of the minor child waives preference in favour of a further bond to be registered in order that the ranking of the bond belonging to the minor will rank after the new bond? (2)
- 12.12 Is it necessary to obtain consent in terms of Section 80 of the Administration of Estates Act, where a *kinderbewys* registered is cancelled by a minor's guardian or parent/s? (2)
- 12.13 A mortgage bond was registered but the waiver by the holder of a real right in favour of the bond was not registered. How should this waiver now be included in the mortgage bond after registration? (2)
- 12.14 Must a Lessee who is married in community of property, obtain the consent in terms of Section 15 of Act 88 of 1984, when concluding a notarial lease agreement? (2)

- THE END -
