

DIE REPUBLIEK VAN SUID-AFRIKA

TRANSPORTBESORGINDEKSAMEN

DEEL 1

9 SEPTEMBER 2015 4 Uur 08:30-12:45

Kandidate kry 15 minute om die vraestel deur te lees voor hulle begin skryf. Geen kandidaat mag tydens hierdie tyd in die antwoordboek begin skryf nie. Die eksamen van 4 uur volg dan.

LET ASSEBLIEF OP DIE VOLGENDE:

1. Skryf asseblief die nommer wat aan u toegeken is op die omslag van u antwoordboek.
2. Kandidate moet leesbaare netjies skryf. Wat vir die kandidaat (wat aan sy eie handskrif gewoond is) leesbaar mag lyk, is nie altyd leesbaar vir die eksaminatore nie. Daar kan nle van die eksaminatore verwag word om skrif te ontsyfer nie, nog minder is dit regverdig (teenoor ander kandidate) om te verwag dat die eksaminatore dit moet doen. Indien die handskrif van die kandidaat nie duidelik leesbaar vir die eksaminatore is nie, loop die kandidaat gevaar om baie punte te verloor. **GEBRUIK SLEGS 'N VUL- OF BALPUNTPEN VIR U ANTWOORDE.**
3. Gebruik asseblief net een kant van elke bladsy.
4. Besonderhede, veral die beskrywing van eiendomme, mag verander word om te voldoen aan die heersende praktyk in u aktekantoor. Indien 'n vraag egter betrekking het op plaaseiendom, mag die beskrywing **NIE** verander word na dié van 'n erf in 'n dorp nle.
5. Kandidate moet sodanige verdere besonderhede verskaf as wat nodig mag wees om die verlangde dokument behoorlik op te stel, afkortings (ID XXX), alfabetiese simbole vir name, "ens"/"...." is dus onaanvaarbaar.
6. Aktes en dokumente wat opgestel word, moet voldoen aan die vereistes van die Akteswet en regulasies, met ander woorde asof bedoel vir indiening by die aktekantoor.
7. Kandidate **MOET ALLE** vrae beantwoord.
8. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling ingeroep as 'n totaal van 50% en meer behaal is nie. Indien 'n kandidaat 'n totaal van tussen 40% en 49% behaal slaag hulle nie die eksamen nie en sal hy/sy 'n mondelinge moet afê ten einde die eksaminatore te oortuig dat hy/sy wel oor voldoende kennis beskik om die eksamen te slaag. Kandidate wat minder as 40% behaal sal nie kwalifiseer vir 'n mondeling nie en drup dus hierdie eksamen.

TOTALE PUNTE: [200]

THE REPUBLIC OF SOUTH AFRICA

CONVEYANCING EXAMINATION

PART 1

9 SEPTEMBER 2015 4 Hours 08:30-12:45

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 4 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. Details, especially the description of properties, may be changed to comply with the practice prevailing at your deeds office. However, if a question relates to farm property, the description may **NOT** be changed to that of an erf in a township.
5. Candidates must furnish such further details as may be necessary to draw properly the required deeds or documents, eg abbreviations (ID XXX), alphabetical symbols for names, and "etc"/"...." are unacceptable.
6. Deeds and documents to be drawn must comply fully with the requirements of the Deeds Registries Act and regulations, i.e. as if intended for lodgement in a deeds registry.
7. Candidates **MUST ANSWER ALL** questions.
8. 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: [200]

VRAAG 1**[20]**

John en Mary Smith, wat getroud was in gemeenskap van goed, is nou geskei. Hulle gesamentlike boedel moet ingevolge die skikkingsakte gelykop verdeel word. Ingevolge Transportakte T1234/1998 is hulle die geregistreerde eienaars van woonerf 23 Glen Morgan waarop 'n woonhuis opgerig is.

1.1 Stel die vereiste dokument op om elkeen se eiendomsbelang op rekord te stel.
(18)

1.2 Wat is die hereregte-implikasie wanneer daar van die veronderstelling uitgegaan word dat die waarde van die eiendom R3 000 000,00 (drie miljoen rand) is?
(2)

VRAAG 2**[30]**

Wyle Bheki Khumalo ('n weduwee) wat oorlede is op 6 Desember 2011, het kragtens haar testament gedateer 2 Desember 1998, Erf 122 Cornwall bemaak aan haar dogter, Zondi Khumalo (gebore op 20 Desember 1993), onderworpe aan die uitdruklike voorwaarde dat, indien Zondi ten tye van die dood van Bheki onder die ouderdom van 21 jaar is, enige erflating aan Zondi deel moet vorm van 'n trust en sal vestig in die trustee aangestel in Bheki se testament en welke trust beëindig sal word wanneer Zondi die ouderdom van 21 jaar bereik, en verder onderhewig aan die uitdruklike voorwaarde dat enige bemaking ingevolge Bhekise testament nie deel sal vorm van enige gemeenskap van goed of gemeenskap van wins en verlies tussen 'n begunstigde en sy of haar huidige of toekomstige eggenoot nie.

Die titelakte van Erf 122 Cornwall, naamlik Transportakte T6491/1989, toon die toepaslike endossement ingevolge artikel 40(1) van Wet 66 van 1965.

Die eksekuteur en die trustee in die boedel van wyle Bheki Khumalo is die genomineerde van Best Bank Bpk.

QUESTION 1**[20]**

John and Mary Smith who were married in community of property, have become divorced. Their joint estate is in terms of the settlement agreement to be divided equally. In terms of Deed of Transfer T1234/1998 they are the registered owners of residential stand 23 Glen Morgan on which a dwelling is erected.

1.1 Draft the required document to record the proprietary rights of each of them.
(18)

1.2 What is the transfer duty implication, assuming the value of the property to be R3 000 000,00 (three million rand)?
(2)

QUESTION 2**[30]**

The late Bheki Khumalo (a widow), who died on 6 December 2011, by her will dated 2 December 1998 bequeathed Erf 122 Cornwall to her daughter, Zondi Khumalo (born on 20 December 1993) subject to the express provision that, if at the death of Bheki, Zondi should be less than 21 years of age, any bequest to Zondi should form part of a trust and vest in the trustee appointed in Bheki's will, which trust would terminate on Zondi attaining the age of 21 years, and subject to the further express condition that any bequest in terms of Bheki's will should not form part of any community of property or community of profit and loss subsisting between a beneficiary and his or her present or future spouse.

The title deed of Erf 122 Cornwall, namely Deed of Transfer No. T6491/1989, bears an appropriate endorsement in terms of section 40(1) of Act 66 of 1965.

The executor and the trustee of the estate of the late Bheki Khumalo is the nominee of Best Bank Ltd.

Zondi het nou die ouderdom van 21 jaar bereik.

- 2.1 Stel die volmag op om transport te gee van Erf 122 Cornwall aan Zondi. (20)
- 2.2 Maak 'n lys van ondersteunende dokumente wat ingedien moet word tesame met die oordrag aan Zondi en dui aan welke dokumente wat reeds op rekord is, u na sou verwys, ten einde registrasie van transport te bewerkstellig. (5)
- 2.3 Benodig u enige endossement ingevolge die Boedelwet as 'n voorvereiste vir die registrasie van oordrag? (2)
- 2.4 Welke dokumente (of afskrifte daarvan) sou u verkry vir u lêer in verband met die voorgename oordrag? (3)

VRAAG 3**[10]**

Sean Cromwell is van voorneme om Erf 9939 Seaview vanaf Mary White te koop. Ten einde Cromwell in staat te stel om die transaksie te finansier, is dit noodsaaklik dat die koop onderhewig gemaak word aan die verkoping van Cromwell se huidige eiendom, naamlik Erf 1003 Heatherton, vir 'n bedrag van nie minder as R1 750 000,00 nie. Die opbrengs van sodanige verkoping moet aangewend word ten aansien van die koopprijs betaalbaar deur Cromwell aan Mary White. Stel sodanige voorwaarde op wat benodig word vir invoeging in die koopkontrak tussen Mary White en Cromwell ten einde Cromwell se belange as koper te beskerm.

VRAAG 4**[20]**

BOBWELL BK is kragtens Transportakte ST 4321/1993 die geregistreerde eienaar van Deel 11 (die vloeroppervlakte beloop 300 vierkante meter) in die gebou bekend as Mountain View. Die gebou bestaan uit dele wat bestem is vir kantoorgebruik. Die deelplan se nommer is SS315/1990. Deel 11 is onderworpe aan Verbandakte SB3210/1993 vir R1 750 000,00 ten gunste van URBAN BANK BEPERK.

Zondi has now attained the age of 21 years.

- 2.1 Draw the power of attorney to pass transfer of Erf 122 Cornwall to Zondi. (20)
- 2.2 List the supporting documents to be lodged with the transfer in favour of Zondi and indicate which documents, already recorded, you will refer to in order to register the transfer. (5)
- 2.3 Do you require any endorsement in terms of the Administration of Estates' Act as a prerequisite to registration of transfer? (2)
- 2.4 What documents (or copies thereof) would you obtain for your file in connection with the proposed transfer? (3)

QUESTION 3**[10]**

Sean Cromwell wishes to purchase Erf 9939 Seaview from Mary White. In order that Cromwell will be in a position to finance the transaction, it is essential that the purchase be made subject to the sale of Cromwell's existing property, Erf 1003 Heatherton, for a sum not less than R1 750 000,00, the proceeds of which sale will be appropriated towards the purchase price payable by Cromwell to Mary White. Draw such condition as may be required for insertion in the deed of sale between Mary White and Cromwell in order to protect Cromwell's interests as purchaser.

QUESTION 4**[20]**

BOBWELL CC is by Deed of Transfer ST4321/1993 the registered owner of section 11 (the floor area of which is 300 square metres in extent) in the building known as Mountain View. The building contains sections intended for office use. The relevant sectional plan No. is SS315/1990. Section 11 is subject to Mortgage Bond SB 3210/1993 for R1 750 000,00 in favour of URBAN BANK LIMITED.

BOBWELL BK vind nou dat hierdie betrokke deel veel groter is as wat benodig word vir sy besigheid en het besluit om dit te onderverdeel met die doel om die surplusoppervlakte te verkoop. 'n Deelplan van onderverdeling is voorberei en goedgekeur ingevolge waarvan deel 11 nou onderverdeel word in twee nuwe dele naamlik dele 21 en 22, wat elk 150 vierkante meter groot is.

BOBWELL BK het deel 21 op 1 Mei 2014 verkoop aan STAMFORD BUSINESS TRUST vir 'n bedrag van R2 900 000,00 en is van voorneme om deel 22 te behou vir eie besigheidsdoeleindes.

BOBWELL BK het drie lede, naamlik Robert Hopewell en sy twee seuns, Christopher (25 jaar oud) en Nigel (20 jaar oud).

Gebruik u eie verdere besonderhede:

- 4.1 Stel die aansoek op vir die registrasie van die deelplan van onderverdeling. (8)
- 4.2 Stel al die verbandhouer se toestemming/s op tot die registrasie van die deelplan van onderverdeling. (12)

VRAAG 5

[30]

Ten einde 'n belangrike ooreenkoms te versekureer nader 'n konstruksie maatskappy, Scrooby (Edms) Bpk, Settlers Bank met die versoek om namens die maatskappy, prestasiewaarborges vir die bedrag van R5 500 000,00 uit te reik, welke waarborges uitgereik moet word deur die Bank namens die maatskappy aan derde partye ten opsigte van boukontrakte en ander kontrakte wat die maatskappy wil sluit met derde partye. Settlers Bank is gewillig om dit te doen maar vereis dat die Hoofskuldenaar aan die Bank 'n vrywaring verskaf teen enige eise wat teen die Bank ingestel mag word ingevolge sodanige prestasiewaarborges. Die Bank verlang verder dat voldoende sekuriteit vir die nakoming deur die Hoofskuldenaar van sy verpligtinge onder die vrywaring verskaf word.

BOBWELL CC has found that this particular section has an area much larger than it requires for its business, and has decided to subdivide with a view to selling the surplus area. A sectional plan of subdivision was prepared and approved, dividing section 11 into two new sections numbered 21 and 22, each being 150 square metres in extent.

BOBWELL CC sold section 21 on 1 May 2014 to the STAMFORD BUSINESS TRUST for the sum of R2 900 000,00 and intends to retain section 22 for its own business purposes.

BOBWELL CC has three members, namely Robert Hopewell and his two sons, Christopher (aged 25) and Nigel (aged 20).

Invent your own further particulars:

- 4.1 Draw the application for registration of the sectional plan of subdivision. (8)
- 4.2 Draw all the bondholder's consent/s to registration of the sectional plan of subdivision. (12)

QUESTION 5

[30]

In order to secure an important contract Scrooby (Pty) Limited, a building company, approached the Settlers Bank with the request that performance guarantees amounting to R5 500 000,00 be issued by the Bank on behalf of the Company to third parties in respect of construction contract and other contracts which the Company will enter into with third parties. Settlers Bank is agreeable but requires the Principal Debtor to indemnify it against any claims which may be made against it under such performance guarantees. The Bank further requires appropriate security for the compliance by the Principal Debtor with its obligations under the aforementioned indemnity. The company does not own any immovable property but Neil Scrooby, the majority shareholder and sole director, who is willing to

Die maatskappy is nie die eienaar van enige onroerende eiendom nie maar Neil Scrooby, die meerderheidsaandeelhouer en enigste direkteur, is bereid om homself te verbind as borg en mede-hoofskuldenaar teenoor die Bank, en om uitvoering hieraan te gee is hy gewillig om 'n tweede verband vir R5 400 000,00 te registreer oor sy Hopewell eiendom, naamlik Erf 1537. Die bestaande eerste verbandhouer stem toe tot die registrasie van die tweede verband op voorwaarde dat sy nie-benadelingsklousule ingevoeg word.

Gebruik u eie verdere besonderhede en stel die verband op wat geregistreer moet word. Die klousule wat handel met die afstanddoening van die regseksepsies asook die eerste verbandhouer se nie-benadelingsklousule moet volledig uiteengesit word. Ander voorwaardes hoef nie uiteengesit te word nie.

VRAAG 6**[15]**

Stel die voorwaarde op wat u sou invoeg in 'n transportakte in die volgende gevalle:

- 6.1 In 'n koopkontrak waar die verkoper die eiendom verkoop het op voorwaarde dat sou die koper verlang om die eiendom op enige later stadium te verkoop, die verkoper die eerste reg het om sodanige eiendom aan te koop. (5)
- 6.2 In 'n transportakte waar die verkoper 'n onverbeterde erf verkoop het onderworpe aan die voorwaarde dat die koper slegs 'n enkel verdieping-woonhuis op die eiendom mag bou. Die verkoper is die eienaar van 'n aangrensende eiendom en het hierdie voorwaarde opgelê om die uitsig wat hy het vanaf sodanige aangrensende eiendom, te beskerm. (5)
- 6.3 In 'n transportakte waar die verkoper Erf 100 Sunsetview verkoop het onderworpe aan 'n servituut van reg van weg, 3 meter wyd, ten gunste van 'n aangrensende eiendom, Erf 101 Sunsetview, gehou deur die verkoper kragtens Transportakte T32123/1991, langs die suidelike grens van Erf 100. (5)

bind himself as surety and co-principal debtor to the bank and in order to give effect thereto, is willing to have a second bond for R5 400 000,00 registered over his Hopewell property, namely Erf 1537 Hopewell. The existing first bondholder consents to the registration of the second bond provided its non-prejudice clause is inserted therein.

Invent your own further particulars and draw the bond about to be registered, including the renunciation clause as well as the first bondholder's non-prejudice clause must be set out in full. Other conditions need not be set out.

QUESTION 6**[15]**

Draft the condition which you would insert in a deed of transfer in the following cases:

- 6.1 Where the seller has sold the property on condition that should the purchaser wish to sell the property at any later stage, the seller must be given the first right to purchase the property. (5)
- 6.2 Where the seller has sold a vacant stand subject to the condition that the purchaser may only erect a single storey dwelling on the property. The seller is the owner of an adjoining property and imposed the condition to protect the view he has from the adjoining property. (5)
- 6.3 Where the seller has sold Erf 100 Sunsetview subject to a servitude of right of way, 3 metres wide, in favour of an adjoining property, Erf 101 Sunsetview, held by the seller under Deed of Transfer T32123/1991, along the southern boundary of Erf 100. (5)

VRAAG 7

[15]

Erf 100 in die dorpsgebied Acacia, groot 1 000 vierkante meter, is geregistreer in die naam van:

1. John Smith
Identiteitsnommer 540605 5054 08 1
getroud buite gemeenskap van goed
2. Irene Smith
Identiteitsnommer 280419 0041 08 3
getroud buite gemeenskap van goed

kragtens Transportakte T49194/1983.

Irene Smith is oorlede en haar langslewende eggenoot, die bogenoemde John Smith, is aangestel as eksekuteur. Hy gee opdrag aan 'n eiendomsagent om 'n koper vir die hele eiendom te vind en verwag dat 'n koper gevind sal word binne die volgende ses weke.

John Smith sal egter in Japan wees vir besigheidsoeleindes gedurende daardie tyd en versoek u om 'n spesiale volmag voor te berei ingevolge waarvan hy sy broer, Sam Smith, magtig om die eiendom te verkoop teen 'n prys van nie minder as R2 150 000,00 (wat eiendomsagentekommissie mag insluit) en om alle dokumente te teken wat benodig mag word om oordrag van die eiendom aan die koper te passeer.

Gebruik u eie verdere besonderhede en stel die spesiale volmag op.

VRAAG 8

[20]

Pieter Louw is die eienaar kragtens meer as een titelakte van verskeie onderverdeelde aandele in 'n enkele stuk grond, naamlik een kwart-aandeel, een kwart-aandeel en een agste-aandeel. Peter is ongetroud en 'n onge-rehabiliteerde insolvent.

Stel die aansoek op vir 'n sertifikaat van geregistreerde titel ten opsigte van sy gesamentlike aandele in hierdie stuk grond, vir welke doel van u vereis word om die nodige verdere besonderhede te verskaf.

QUESTION 7

[15]

Erf 100 in the township Acacia, measuring 1 000 square metres, is registered in the names of:

1. John Smith
Identity number: 540605 5054 08 1 married
out of community of property
2. Irene Smith
Identity number: 580419 0041 08 3 married
out of community of property

Under Deed of Transfer T 49194/1983.

Irene Smith has died and her surviving spouse, the abovementioned John Smith, has been appointed executor. He has instructed an estate agent to find a buyer for the whole property and expects a buyer to be found within the next six weeks.

John Smith will however be in Japan on business during that time and instructs you to draw a special power of attorney authorising his brother, Sam Smith, who is married in community of property to Peggy Smith, to sell the property at a price of not less than R2 150 000,00 (which may include agent's commission) and to sign all documents that may be required to pass transfer of the property to the buyer thereof.

Invent your own further particulars and draw the special power of attorney.

QUESTION 8

[20]

Pieter Louw is the owner by more than one title deed of various undivided shares in a single piece of land, namely one quarter share, one quarter share and one eighth share. Peter is unmarried and an unrehabilitated insolvent.

Draw the application for a certificate of registered title in respect of his aggregate share in the piece of land, for which purpose you are required to furnish the necessary further particulars.

VRAAG 9

[10]

Graham Smith, getroud buite gemeenskap van goedere, is die geregistreerde eienaar van Erf Nr 444 Summerton, groot 496 vierkante meter, kragtens Transportakte Nr T7739/2013. Die eiendom, huidiglik nie beswaar met 'n verband, is onderhewig aan 'n geregistreerde huur, Nr K319/2014L vir 'n tydperk van 15 jaar ten gunste van John Hampshire, getroud binne gemeenskap van goedere met Joan Hampshire. Die huurders is in besit van die eiendom uit hoofde van die huur.

Smith het aansoek gedoen by Best Bank Bpk vir 'n lening van R 1 000 000,00 wat toegestaan is onderhewig aan die registrasie van 'n eerste verband deur Graham Smith oor Erf Nr 444 Summerton met 'n kosteklousule van R200 000,00 op voorwaarde dat die huurders afstand doen van voorkeur ten gunste van die verband. Die afstanddoening moet geskied op die mees koste effektiewe manier.

- 9.1 Beskryf die eiendom soos dit in die verband sal verskyn met voldoening aan Regulasie 41 van die Registrasie van Aktes Wet. (3)
- 9.2 Stel die afstanddoening op vir doeleindes van die verband dokument. (7)

VRAAG 10

[30]

Diya Singh, wie intestaat oorlede is op 14 Mei 2015 is die geregistreerde eienaar van Eenheid 2 en Parkeerplek 2 in die skema bekend as Palm Views. Sy word oorleef deur haar meerderjarige dogter Meera, haar minderjarige seun Rahul en haar vader Ronnie Pillay. Die enigste bate in die boedel is die onroerende eiendom wat gewaardeer is vir R1 000 000,00. Die eiendom is verkoop deur die eksekuteur met die toestemming van die Meester van die Hooggeregshof aan Ashley Peters op 30 Junie 2015 en die oordrag was geregistreer op 31 Augustus 2015. Die koper het 'n verband verkry vir R500 000,00. 'n Verdere bedrag van R200 000,00 was 'n lening deur sy vader aan hom toegestaan en in u Trust Rekening inbetaal.

QUESTION 9

[10]

Graham Smith, married out of community of property, is the registered owner of Erf No 444 Summerton, in extent 496 square metres, by Deed of Transfer No T7739/2013. The property, presently not mortgaged, is subject to a registered lease No K319/2014 L in favour of John Hampshire, married in community of property to Joan Hampshire, for a period of 15 years. The lessees are in occupation of the property pursuant to the lease.

Smith has applied to Best Bank Ltd for a loan of R1 000 000,00 which has been granted subject to registration of a first bond by Graham Smith over Erf 444 Summerton with a contingency provision of R200 000,00 provided that the lessees waive preference in favour of the bond. The waiver is to be achieved in the most cost effective manner.

- 9.1 Describe the property for the purpose of the bond, complying fully with Deeds Registry Regulation 41. (3)
- 9.2 Draw the waiver for the purpose of the bond document. (7)

QUESTION 10

[30]

Diya Singh, who died intestate on the 14th May 2015 is the registered owner of Unit 2 and Parking Bay 2 in the scheme known as Palm Views. She is survived by her major daughter Meera, her minor son Rahul and her father Ronnie Pillay. The only asset in the estate is the immovable property which is valued at R1 000 000,00. The property is sold by the executor with the consent of the Master of the High Court to Ashley Peters on the 30th June 2015 and transfer was registered on the 31st August 2015. The Purchaser obtained a bond for R500 000,00. A further sum of R200 000,00 was a loan given by his father to him and deposited into your Trust Account.

Die balans van die koopprys en u Pro Forma oordrag kostes word betaal uit die opbrengs van die verkoping van die koper se bestaande eiendom. Die oordrag van die koper se eiendom was geregistreer in die Akteskantoor op 25 Augustus en die oordrag was hanteer deur u kantoor. Die netto opbrengs verkry vanuit die verkoping van die koper se eiendom was R400 000,00 wat in u Trust Rekening inbetaal is. Op registrasie was die volgende betalings gemaak:

1. Die agente kommissie ten bedrae van R50 000,00 aan Speedy Estates.
2. Die bedrag van R1 500,00 vir die Elektrisiteitsvoldoening Sertifikaat aan Expert Wiring.
3. Die bedrag van R1 000, 00 vir die uitreik van die Kewervry Sertifikaat aan Pest Wizard.
4. Die bedrag van R3 500,00 vir die kansellasie van die bestaande verband ten gunste van Miracle Bank.
5. Die bedrag van R450 000,00 verskuldig aan Miracle Bank.
6. Die bedrag van R1 200, 00 aan Hartless prokureurs vir die opheffing van die beslaglegging aangeteken teen die eiendom.
7. Die bedrag van R1 500,00 aan Realty Estates vir 'n waardasie benodig deur die Meester van die Hooggeregshof.
8. U fooi van R800,00 om die Transportvolmag te laat endosseer.
9. Die eiendomsbelasting betaal deur die prokureurs vir die tydperk Junie 2015 tot Desember 2015 ten bedrae van R8 750,00.
10. Die heffings betaalbaar aan die Regspersoon vir die tydperk Julie 2015 tot September 2015 was R2 400,00.
11. Die transportkoste en uitgawes soos per die aangehegde pro forma rekeningstaat beloop R34 538,76 (sien aanhangsel "A").
12. U fooi vir die opstel van 'n skulderkenning vir die lening van die koper vanaf sy vader ten bedrae van R550,00, BTW ingesluit.

The balance of the purchase price and your Pro Forma transfer costs are to be paid from the sale of the Purchaser's existing property. The transfer of the Purchaser's property was registered at the deeds office on the 25th August and such transfer was attended to by your offices. The nett proceeds realised from the sale of the Purchaser's property was R400 000,00 which was deposited into your Trust Account. On registration the following payments were made:

1. The agents commission in the sum of R50 000,00 to Speedy Estates.
2. The sum of R1 500,00 for the Electrical Compliance certificate to Expert Wiring.
3. The sum of R1 000,00 for the issue of the entomologists certificate to Pest Wizard.
4. The sum of R3 500,00 for the cancellation of the existing bond in favour of Miracle Bank.
5. The sum of R450 000,00 owing to Miracle Bank.
6. The sum of R1 200,00 to Hartless attorneys for uplifting the interdict recorded over the property.
7. The sum of R1 500,00 to Realty Estates for a valuation required by the Master
8. Your fee of R800,00 to have the Power of Attorney endorsed.
9. The rates and taxes paid by the attorneys for the period June to December 2015 amounted to R8 750,00.
10. The levies payable to the Body Corporate for the period July 2015 to September 2015 was R2 400.00.
11. The transfer costs and disbursements as per the attached pro forma statement amounted to R34 538.76 (see annexure "A").
12. Your fee for drawing an acknowledgement of debt for the loan to the Purchaser by his father amounted to R550,00 inclusive of Vat.

13. Die eksekuteur het u opdrag gegee om 'n bedrag van R25 000,00 te betaal aan Mandla Kontrakteurs vir herstelwerk aan die oprit.
14. Die rente ontvang op die deposito het R2 200,00 beloop.

Stel die state op vir beide die Verkoper en die Koper op registrasie. Die Koper het besit geneem op registrasie van oordrag. Die Verkoper se staat moet die afsonderlike bedrae verskuldig aan die intestate erfgename van die boedel aantoon.

13. The executor instructed you to pay an amount of R25 000,00 to Mandla Contractors for repairs to the driveway.
14. The interest received on the deposit was R2 200,00.

Draw the account for both the Seller and the Purchaser on registration of transfer. The Purchaser took occupation on registration of transfer. The Seller's account must show the individual amounts due to the intestate heirs in the estate.

- DIE EINDE -

- THE END -

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ANNEXURE "A" - QUESTION 10 / AANHANGSEL "A" – VRAAG 10**PRO FORMA ACCOUNT – ASHLEY PETERS**

ITEM	AMOUNT	VAT
Attorney's Fee	R14 550,00	R2 037,00
Postage & Petties	R650,00	R91,00
Transfer Duty	R7 500,00	
Buyer's Share of Rates – estimate	R3 000,00	
Buyer's Share of Levies – estimate	R1 500,00	
Rates Clearance Certificate	R318,06	
Levy Clearance Certificate	R850,00	
Deeds Office Registration Fee	R1 130,00	
Deeds Office Search Fee	R205,00	R28,70
FICA Verification Fee	R550,00	R77,00
Cession of Exclusive Use Areas	R1 800,00	R252,00
VAT	R2 485,70	
TOTAL	R34 538,76	

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