

DIE REPUBLIEK VAN SUID-AFRIKA

TRANSPORTBESORGINDEKSAMEN

DEEL 1

10 APRIL 2019 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 gewoon is) leesbaar mag lyk, is nie altyd leesbaar vir die eksaminatore nie. Daar kan nie van die eksaminatore verwag word om skrifte 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 nie.
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 mondelinge 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 aflê 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 mondelinge nie en druipe dus hierdie eksamen.

TOTALE PUNTE: [200]

THE REPUBLIC OF SOUTH AFRICA

CONVEYANCING EXAMINATION

PART 1

10 APRIL 2019 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

[40]

Pen Pauper verkoop Erf 2 Krypton Dorpsgebied aan Richie Rich in terme van 'n koopkontrak geteken op die 1ste November 2017 vir R4 500 000,00. 'n Woonhuis is gebou op die erf en die koopprys, in terme van die koopkontrak, sluit in die meubels in die woonhuis ter waarde van R200 000,00.

Die verkoper is aanspreeklik om die agente-kommissie te betaal in die bedrag van R175 000,00, welke bedrag Belasting op Toegevoegde Waarde insluit.

Die koper het 'n verband bekom van Whobbly Bank Beperk vir 'n bedrag van R3 200 000,00. U het instruksies ontvang om toe te sien tot die registrasie van die transport en die verband. Die fooie vir registrasie van die transport en die verband is R113 680,00 en R80 664,00 onderskeidelik (beide insluitend van Belasting op Toegevoegde Waarde). Die aktekantoor se fooie vir die transport en verband is R1 750 en R 1 465 onderskeidelik. U posgelde en diverse vir die transport en verband is R750,00 vir elke transaksie. Die verkoper het ingestem om R20 000,00 by te dra tot die transport en verband kostes.

U het die plaaslike owerheid R350,00 betaal om 'n erfbelastinguitklaringssertifikaat te verkry en 'n verdere R24 000,00 ten opsigte van erfbelasting en heffings vir ses maande vanaf die 1ste Desember 2017 tot die 31ste Mei 2018. Die koper is aanspreeklik vir erfbelasting en heffings vanaf die datum van oordrag.

Die koper het okkupasie geneem van die eiendom op die 1ste Februarie 2018 en is aanspreeklik vir okkupasiehuur van R45 000,00 per maand vanaf die datum van okkupasie tot die datum van registrasie van oordrag.

U het, op instruksies van die verkoper, ondernemings gegee:

- a) om die aktevervaardiger wie toesien tot die kansellering van die bestaande verband geregistreer oor die eiendom sy fooie en uitgawes van R2 050,00 te betaal; en

QUESTION 1

[40]

Pen Pauper sold Erf 2 Krypton Township to Richie Rich in terms of an agreement of sale signed on the 1st of November 2017 for R4 500 000,00. A dwelling has been built on the erf and the purchase price, in terms of the agreement, includes the furniture in the dwelling to the value of R200 000,00.

The seller is liable to pay the agent's commission in the amount of R175 000,00 which includes Value Added Tax.

The purchaser has obtained a bond from Whobbly Bank Limited for an amount of R3 200 000,00. You have received instructions to attend to the registration of transfer and the bond. The fees for registration of the transfer and the bond are R113 680,00 and R80 664,00 respectively (both inclusive of Value Added Tax). The deeds office fees for the transfer and bond are R 1 750 and R 1 465 respectively. Your postage and petties for the transfer and bond are R750,00 for each transaction. The seller has agreed to contribute R20 000,00 towards the transfer and bond costs.

You paid the local authority R350,00 in order to obtain a rates clearance certificate and a further R24 000,00 in respect of rates and taxes for six months from the 1st of December 2017 to the 31st of May 2018. The purchaser is liable for rates and taxes from the date of transfer.

The purchaser took occupation of the property on the 1st of February 2018 and is liable for occupational rent of R45 000,00 per month from date of occupation until date of registration of transfer.

You have, on instructions from the seller, given undertakings:

- a) to pay the conveyancer who is attending to the cancellation of the existing mortgage bond registered over the erf his fees and disbursements of R2 050,00; and

- b) om McCarthy Motors die balans op die koopprys te betaal van die motor wat die verkoper by hulle gekoop het, in die bedrag van R190 000,00.

Die koper betaal 'n bedrag van R1 300 000,00 aan u op die 1ste Februarie 2018 ten opsigte van die balans van die koopprys, u kostes, hereregte en okkupasiehuur vooruit. U instruksies was om die verkoper die okkupasiehuur te betaal sodra dit betaalbaar word en die partye het ooreengekom dat u 'n bedrag van R1 300 000,00 mag belê namens die koper en dat die rente daarop sal oploop tot voordeel van die koper, hangende registrasie van oordrag. U betaal die hereregte op die transaksie aan die Ontvanger van Inkomste op die 15de Februarie 2018.

Die oordrag was geregistreer op die 1ste Mei 2018. Op hierdie datum het u Sleezy Bank die bedrag van R1 450 000,00 betaal, welke bedrag die bedrag verskuldig was aan daardie bank deur die verkoper vir kansellasië van die verband geregistreer oor die eiendom. U het ook R2 050,00 betaal aan die aktevervaardiger wie toegesien het tot die kansellasië van die bestaande verband ten opsigte van sy fooie en uitgawes, en R190 000,00 aan McCarthy Motors in terme van u ondernemings. Die rente op die bedrag belê namens die koper was R17 500,00.

- 1.1 Bereken en wys u berekening van die hereregte betaal aan die Ontvanger van Inkomste. (5)
- 1.2 Stel die finale rekeningstate op vir beide die koper en die verkoper. (35)

VRAAG 2 [10]

Ben Blaps is die geregistreerde eienaar van Erf 12 Putfontein Dorpsgebied. 'n Verband is oor die eiendom geregistreer ten gunste van Back Break Bank in die kapitale bedrag van R1 900 000,00. Ben Blaps wil Erf 20 Putfontein Dorpsgebied koop van Zeezee Top, welke transaksie nie kan plaasvind alvorens die verkoop en registrasie van oordrag van Erf 12 Putfontein Dorpsgebied nie afgehandel is nie. Die koop-ooreenkoms tussen Ben Blaps en Zeezee Top moet derhalwe onderhewig gemaak word aan die verkoop van

- b) to pay Mc Carthy Motors the balance of the purchase price of the seller's car bought from it being an amount of R190 000,00.

The purchaser paid an amount of R1 300 000,00 to you on the 1st of February 2018 in respect of the balance of the purchase price, your costs, transfer duty and occupational rent in advance. Your instructions were to pay the seller the occupational rent when due and the parties have agreed that you may invest an amount of R1 300 000,00 on behalf of the purchaser and that the interest thereon will accrue for the benefit of the purchaser pending registration of transfer. You paid the transfer duty on the transaction to the Receiver of Revenue on the 15th of February 2018.

The transfer was registered on the 1st of May 2018. On this date you paid Sleezy Bank the amount of R1 450 000,00 being the amount owing to that bank by the seller for cancellation of the mortgage bond registered over the erf. You also paid R2 050,00 to the conveyancer who attended to the cancellation of the existing bond being his fees and disbursements and R1 90 000,00 to Mc Carthy motors in terms of your undertakings. The interest on the amount invested on behalf of the purchaser was R17 500,00.

- 1.1 Calculate and show your calculation of the transfer duty paid to the Receiver of Revenue. (5)
- 1.2 Draw the final statements of account for both the seller and the purchaser. (35)

QUESTION 2 [10]

Ben Blaps is the registered owner of Erf 12 Putfontein Township. There is a mortgage bond registered over the property in favour of Back Break Bank for the capital sum of R1 900 000,00. Ben Blaps wishes to purchase Erf 20 Putfontein Township from Zeezee Top but cannot do so without the sale and registration of transfer of Erf 12 Putfontein Township. The agreement of sale between Ben Blaps and Zeezee Top must therefore be made subject to the sale of Ben Blaps' existing property, Erf 12 Putfontein

Ben Blaps se bestaande eiendom, Erf 12 Putfontein, vir 'n koopprys nie minder nie as R1 900 000,00. Die opbrengs van hierdie transaksie moet aangewend word as betaling van die koopprys betaalbaar deur Ben Blaps aan Zeezee Top. Stel die paslike klousule op wat ingesluit moet word in die koopvoorenkoms tussen Ben Blaps en Zeezee Top ten einde die regte te beskerm van Ben Blaps as die koper.

VRAAG 3

[20]

Jack en Jill Sithole is binne gemeenskap van goedere getroud. Jack is oorlede op 3 Maart 2017 en laat 'n testament agter wat deur hom onderteken is te Polokwane op 8 November 2011, in terme waarvan hy al sy onroerende eiendom bemaak aan sy kinders. Hy word oorleef deur twee kinders, Larry ongetroud en Mavis, getroud binne gemeenskap van goedere. Die bemaking is onderhewig aan die gebruikelike voorwaarde dat 'n erflating nie deel sal vorm nie van die gemeenskap van goedere van 'n huwelik aangegaan deur 'n erfgenaam.

Twee eiendomme is geregistreer in die naam van Jack, naamlik eenheid 3 en eenheid 5 in die deeltitelskema die Waldorff.

Larry en Mavis het 'n herverdelingsvoorenkoms aangegaan in terme waarvan Mavis se belange beperk word tot eenheid 5 en die van Larry tot eenheid 3.

3.1 Stel slegs die causa en vestigingsklousule op van die Transportakte waardeur eenheid 5 na die betrokke aanspraakmaker/s oorgedra moet word. (12)

3.2 Watter dokumente moet ingedien word met die nuwe Transportakte? (5)

3.3 Stel die ontheffingsklousule op van u Transportakte wat begin met: "Derhalwe die Verskyner...." tot en met "ontneem van". (3)

VRAAG 4

[10]

Mnr John Jones en Mev Mary Jones was binne gemeenskap van goedere getroud op 11 Mei 1978

Township, for not less than R1 900 000,00. The proceeds of this sale will be appropriated towards the purchase price payable by Ben Blaps to Zeezee Top. Draw such condition as may be required for insertion in the deed of sale between Ben Blaps and Zeezee Top in order to protect Ben Blaps' interests as purchaser.

QUESTION 3

[20]

Jack and Jill Sithole were married in community of property. Jack died on the 3rd of March 2017, leaving a will signed by him at Polokwane on the 8th of November 2011 in which he bequeathed all his immovable properties to his children. He was survived by two children, Larry unmarried and Mavis, married in community of property. The bequest is subject to the usual condition that the inheritance will not form part of the community of property any marriage an heir may enter into.

Two properties are registered in the name of Jack namely unit 3 and unit 5 in the Sectional Title Scheme the Waldorff.

Larry and Mavis have entered into a redistribution agreement in terms whereof Mavis' interests will be restricted to Unit 5 and Larry's will be restricted to unit 3.

3.1 Draw only the causa and the vesting clause of the Deed of Transfer in which you will transfer unit 5 to the person(s) entitled thereto. (12)

3.2 What will you lodge with your new Deed of Transfer. (5)

3.3 Draw the divesting clause of your Deed of Transfer commencing with: "Wherefore the appearer...." up to and including ".....dispossessed of.....". (3)

QUESTION 4

[10]

Mr John Jones and Mrs Mary Jones were married in community of property to each other

en het 'n gesamenlike testament geteken te Bloemfontein op 10 Maart 2007. Mnr John Jones is oorlede op 20 Maart 2017.

In terme van die gesamentlike testament is die onroerende eiendom bekend as Erf 123 Bloemfontein, nagelaat aan hul seun Peter Jones en die restant van die boedel aan mev Mary Jones.

Stel die nodige adiasiesertifikaat op vir ondertekening deur die langsliewende gade sodat die oordrag van die onroerende eiendom in die naam van Peter Jones kan geskied.

VRAAG 5

[40]

In terme van Akte van Transport T1/2005 is die eiendom beskryf as Erf 12 Douglasdale, groot 2000 vierkante meter geregistreer in die name van Ann Penn, Identiteitsnommer 710701 0017 08 8, ongetroud, en Mavis Ball, Identiteitsnommer 770107 0012 08 3, geskei. Daar is geen verband oor die eiendom nie.

Die volgende onderverdelingsdiagramme was goedgekeur deur die Landmeter-Generaal, naamlik:

- a) diagram LG No 3/2006 ten opsigte van Gedeelte 1 van Erf 12 Douglasdale, groot 800 vierkante meter; en
- b) diagram LG No 4/2006 ten opsigte van Gedeelte 2 van Erf 12 Douglasdale, groot 600 vierkante meter.

(kandidate moet hulle eie verdere besonderhede verskaf ten einde die eiendomsbeskrywings ooreenkomstig die praktyke in hulle provinsies te laat strook).

Die eienaars verkoop Gedeelte 1 van Erf 12 Douglasdale aan Mad Max, Identiteitsnommer 570520 5010 00 7, ongetroud, vir R500 000,00.

Voordat Mad Max oordrag neem, trou hy met Cecilia Brown, Identiteitsnommer 630615 0910 00 8. Die partye het nie 'n huweliksvoorwaardekontrak gesluit voor hulle huwelik nie. Twee dae

on the 11th May, 1978 and entered into a Joint Will signed at Bloemfontein on the 10th March, 2007. Mr John Jones died on the 20th March, 2017.

In terms of the Joint Will the fixed property known as Erf 123, Bloemfontein, was bequeathed to their son Peter Jones and the residue of the estate to Mrs Mary Jones.

Draw the necessary adiation certificate for signature by the surviving spouse to enable the transfer of the fixed property into the name of Peter Jones to take place.

QUESTION 5

[40]

Under Deed of Transfer T1/2005 the property described as Erf 12 Douglasdale, measuring 2000 square metres is registered in the names of Ann Penn, Identity Number 710701 0017 08 8, unmarried, and Mavis Ball, Identity Number 770107 0012 08 3, divorced. The property is free of mortgage.

The following sub-divisional diagrams have been approved by the Surveyor General, namely:

- a) diagram SG No 3/2006 in respect of Portion 1 of Erf 12 Douglasdale, measuring 800 square metres; and
- b) diagram SG No 4/2006 in respect of Portion 2 of Erf 12 Douglasdale, measuring 600 square metres.

(candidates may substitute the description of the properties referred to in a) and b) with the descriptions used in their province)

The owners sold Portion 1 of Erf 12 Douglasdale to Mad Max, Identity Number 570520 5010 00 7, unmarried, for R500 000,00.

Prior to Mad Max taking transfer, he married Cecilia Brown, Identity Number 630615 0910 00 8. The parties did not conclude an antenuptial contract prior to their marriage. Two days after

na hulle huwelik, sterf Mad Max in 'n motorongeluk. Oordrag was nog nie geregistreer nie. Benewens, en na die verkoop van Gedeelte 1 van Erf 12 Douglasdale aan Mad Max, het Ann Penn en Mavis Ball ooreengekom tot die verdeling van die restant van Erf 12 Douglasdale met die gevolg dat Mavis Ball oordrag sal neem van Gedeelte 2 van Erf 12 Douglasdale soos voorgestel in diagram SG Nr 4/2006 en Ann Penn oordrag sal neem van die restant van Erf 12 Douglasdale. Die twee eiendomme is van gelyke waarde.

- 5.1 Beskryf die oordraggewers soos hulle beskryf moet word in die Akte van Transport vir Gedeelte 1 van Erf 12 Douglasdale aan Mad Max. (4)
- 5.2 Beskryf die oodragnemer(s) in die Akte van Transport soos verwys na in 5.1. (6)
- 5.3 Gee die eiendomsbeskrywing en uitstrekingsklousule soos dit sal verskyn in die Akte van Transport soos verwys na in 5.1. (8)
- 5.4 Stel die volmag op tesame met die verdelingsooreenkoms ten einde gevolg te gee aan die bedoeling van die eienaars. (22)

VRAAG 6 [25]

Koos Bekker, Willem Steenkamp en Sonia Botes, wie gesamentlik in vennootskap handel dryfas Bekker & Assosiate, is die geregistreerde eienaars van Erf 358 Claremont gehou kragtens Akte van Transport T 5438/2015.

- Koos Bekker is getroud binne gemeenskap van goedere met Marie Bekker.
- Willem Steenkamp is getroud met Engela Steenkamp in 2012 in Parys, Frankryk terwyl hy vir die plaaslike nuusagentskap as 'n buitelandse korrespondent gewerk het vir 2 jaar.
- Sonia Botes wat voorheen getroud was met Johan Botes, maar geskei is in 2017 het haar nooiensvanteruggeneem as "du Plooy".

their marriage, Mad Max was killed in a motor vehicle accident. Transfer has not been affected. In addition and after the sale of Portion 1 of Erf 12 Douglasdale to Mad Max, Ann Penn and Mavis Ball agreed to the partition of the remainder of Erf 12 Douglasdale to the effect that Mavis Ball will take transfer of Portion 2 of Erf 12 Douglasdale as depicted on diagram SG No 4/2006 and Ann Penn will take transfer of the remainder of Erf 12 Douglasdale. The two properties are of equal value.

- 5.1 Describe the Transferors in the Deed of Transfer of Portion 1 of Erf 12 Douglasdale to Mad Max. (4)
- 5.2 Describe the Transferee(s) in the deed of transfer referred to in 5.1. (6)
- 5.3 Set out the property description including the extending clause as it will appear in the deed of transfer referred to in 5.1. (8)
- 5.4 Prepare the power of attorney including the agreement to partition to give effect to the intention of the owners. (22)

QUESTION 6 [25]

Koos Bekker, Willem Steenkamp and Sonia Botes, carrying on business in Partnership as Bekker & Associates, are the registered owners of Erf 358 Claremont by Deed of Transfer No. 5438/2015.

- Koos Bekker is married in community of property to Marie Bekker.
- Willem Steenkamp married Engela Steenkamp in 2012 in Paris, France while working for a local news agency as its overseas correspondent for a two year term.
- Sonia Botes was previously married to Johan Botes but they divorced in 2017 and Sonia then resumed her maiden surname "Du Plooy".

In terme van 'n ooreenkoms het Koos Bekker afgetree uit die vennootskap en sy aandeel in Erf 358 Claremont word nou oorgeneem deur die oorblywende vennote wat nou sal voortgaan om handel te dryf as Steenkamp & Du Plooy Skryfbehoeftes.

Kandidate moet gebruik maak van hul eie besonderhede wanneer hulle die volgende vrae beantwoord:

- 6.1 Stel die volmag om transport te gee op, maak gebruik van u eie besonderhede indien nodig om effek te gee aan die bogenoemde ooreenkoms wat Erf 358 Claremont aanbetref. (15)
- 6.2 Wat sal die prosedure wees indien die vennootskap ontbind en die vennote ooreenkom dat Erf 358 Claremont oorge-dra word na al drie vennote in gelyke dele? Bespreek kortliks. (5)
- 6.3 Indien die eiendom in 6.2 onderworpe is aan 'n verband ten gunste van City Bank Beperk, hoe sal u met die verband handel? Die partye kan huidiglik nie bekostig om die verband te kanselleer nie. Bespreek kortliks. (5)

VRAAG 7 [10]

Verband Akte No. B29115/2016 was gepasseer deur Dick Sloan (ongetroud) ten gunste van James Miller (getroud buite gemeenskap van goedere) in die bedrag van R 100 000,00.

- Daar word jaarlikse rente gehef van 8% per jaar op die kapitale bedrag wat terugwerkend betaalbaar is op die 30 ste Junie van elke jaar, die kapitale bedrag is betaalbaar op 30 Junie 2021.
- Die rente en terugbetalingsooreenkoms word vervat in die genoemde verband-akte.
- Sloan versoek Miller om die terug-betalingsdatum te verleng na die 30ste Junie 2026, Miller stem toe onderhewig daaraan dat die rentekoers verhoog

By agreement Koos Bekker is now retiring from the partnership and his share in Erf 358 Claremont is taken over by the remaining partners who will continue to do business in Partnership as Steenkamp & du Plooy Stationers.

Candidates must invent their own further particulars and answer the following questions:

- 6.1 Draw the power of attorney to effect transfer, using your own particulars where required, to give effect to the aforementioned agreement in so far as Erf 358 Claremont is concerned. (15)
- 6.2 What would the procedure be if the partnership were to be dissolved and the partners agreed that Erf 358 Claremont was to be awarded to all three partners in equal shares? Discuss briefly. (5)
- 6.3 If in 6.2 the property was subject to a mortgage bond in favour of City Bank Limited, how would you deal with this bond? The parties cannot afford the bond to be cancelled. Discuss briefly. (5)

QUESTION 7 [10]

Mortgage Bond No. B29115/2016 was passed by Dick Sloan (unmarried) in favour of James Miller (married out of community of property) for the sum of R100 000,00.

- The capital sum bears interest at the rate of 8% per annum payable annually in arrears on 30 June every year and the capital is repayable on 30 June 2021.
- The interest and repayment arrangement is reflected in the said mortgage bond.
- Sloan requests Miller to extend the repayment date to 30 June 2026, to which Miller agrees provided that the interest rate is increased to 10% per annum with effect from 1 July 2018 and provided further that, with effect from that date, the interest is

word na 10% per jaar met effek vanaf 1 Julie 2018 en verder onderworpe daaraan dat die rente terugwerkend halfjaarliks terugbetaalbaar sal wees vanaf daardie datum, die eerste paalement is betaalbaar op 1 Januarie 2019.

- Dick Sloan trou binne gemeenskap van goedere met Mary Sloan op 15 Januarie 2017.

Stel die nodige dokument op wat benodig word vir registrasie doeleindes om effek te gee aan die nuwe ooreenkoms tussen die partye.

VRAAG 8 [15]

Mnr Koena Fredious Nong het sy eiendom nagelaat aan sy vrou, Mev Yuri Nong, in trust tot voordeel van hul ongebore kind. Die eiendom is geregistreer in haar naam tot voordeel van die ongebore kind. Die kind word gebore en is minderjarig. Stel die nodige aansoek op om effek te gee aan die bepalinge van die testament.

VRAAG 9 [15]

Erf 123 Emdo Dorpsgebied is beswaar met 'n verband ten gunste van Preferred Bank Bpk en die oorspronklike verbandakte is verlore. Die aktekantoor afskrif van die verband is ook verlore of vernietig. Die verbandhouer wil die verband kanselleer. Verduidelik die prosedure wat gevolg moet word en stel die nodige aansoek(e) op om die verband te kanselleer wat geregistreer is teen die titel akte.

VRAAG 10 [15]

Johan Lamont okkupeer Erf 230 Langebaan, groot 450 vierkante meter sedert 1985. Hy het 'n aansoek gebring in die Hooggeregshof Kaapstad vir 'n bevel dat hy die eiendom bekom het deur middel van verjaring en die bevel was toegestaan op 5 Maart 2017. Hy stel u aan om die oordrag aan hom te behartig.

- 10.1 Stel die nodige akte van transport op tot en met die uitstrekkingsklousule met die nodige besonderhede. Gebruik jou eie besonderhede waar nodig. (10)

to be payable half-yearly in arrears, the first payment to be made on 1 January 2019.

- Dick Sloan married Mary Sloan in community of property on 15 January 2017.

Draw the document which is required for registration purposes in order to give effect to the new arrangements between the parties.

QUESTION 8 [15]

Mr Koena Fredious Nong had bequeathed his property to his wife, Mrs Yuri Nong, in trust for the benefit of the unborn child. The property was registered in her name on behalf of the unborn child. The child is born and still a minor. Draft the necessary application to give effect to the provisions of the Will.

QUESTION 9 [15]

Erf 123 Emdo Township is mortgaged with Preferred Bank Ltd and the original mortgage bond is lost. The deeds office copy of the bond has also been destroyed or lost. The mortgagee wishes to cancel the bond. Explain the procedure to be adopted and draft the necessary application/s to effect the cancellation of the bond against the relevant title deed.

QUESTION 10 [15]

John Lamont has occupied Erf 230 Langebaan, measuring 450 square metres since 1985. He has applied to the High Court in Cape Town for an order that he had acquired the property by prescription and the order was granted on 5 March 2017. He now instructs you to transfer the property to him.

- 10.1 Draft the necessary deed of transfer up to and including the extending clause inserting all necessary detail. Use your own further particulars as required. (10)

10.2 Noem die stawende dokumente wat jy sal indien in die aktekantoor vir registrasie hiervan. (5)

10.2. State the supporting documents that you will have to lodge in the Deeds Office for registration thereof. (5)

- DIE EINDE -

- THE END -



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