

## DIE REPUBLIEK VAN SUID-AFRIKA

### NOTARIËLE PRAKTYKEKSAMEN

DATUM: 21 OKTOBER 2015  
TYD: 09:00-13:15  
TOTAAL: [100]

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

#### NOTAS:

1. KANDIDATE moet al die vrae beantwoord.
2. KANDIDATE moet slegs EEN KANT van die papier gebruik.
3. KANDIDATE moet elke vraag op 'n nuwe vel begin en die nommer van die vrae aanstipaan die linkerbokant van die vel en sy of haar eksamennummer aan die regterkant van die vel papier, bv:

<b>NOTARIËLE EKSAMEN</b>	
VRAAG 1	60831/09

Sou u antwoord op enige vraag meer as een vel papier beslaan, moet die volgende velle agtereenvolgend genummer word en ook die nommer van die vraag en u eksamennummer dra, bv:

<b>BLADSY 2</b>	
VRAAG 1	60831/09 (Vervolg)

4. Waar al die besonderhede wat nodig is vir aktekantoor doeleindes nie voorsien word nie, moet KANDIDATE hulle eie verbeelding gebruik om die weggelate inligting te verskaf.
5. Aangesien vier uur toegelaat word, word van kandidate verwag om die aktes en ander dokumente wat gevra word, akkuraat op te stel.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling ingeroep as 50% en meer behaal is nie. Indien 'n kandidaat 'n totaal van tussen 40% en 49% behaal sal hy/sy 'n mondeling moet aflê. Indien 'n kandidaat minder as 40% behaal sal hy/sy nie kwalifiseer vir 'n mondeling nie en drup dus hierdie eksamen.

## THE REPUBLIC OF SOUTH AFRICA

### NOTARIAL PRACTICE EXAMINATION

DATE: 21 OCTOBER 2015  
TIME: 09:00-13:15  
TOTAL: [100]

*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 four hours then follows.*

#### NOTES:

1. CANDIDATES are required to answer all questions.
2. CANDIDATES must write on ONE SIDE of the paper only.
3. CANDIDATES must commence each question on a fresh sheet of paper, giving the question number on the top left and his or her examination number on the top right hand side of the sheet, e g:

<b>NOTARIAL EXAMINATION</b>	
QUESTION 1	60831/09

Should you answer to any question comprise more than one sheet, subsequent sheets must be numbered consecutively and must also bear the question number and your examination number, e g:

<b>PAGE 2</b>	
QUESTION 1	60831/09 (Continued)

4. Where all details for deeds office purposes are not provided, CANDIDATES are required to draw on their imagination to provide the missing information.
5. As four hours are being allowed for this paper candidates will be expected to draft the deeds and other documents in so far as is required of them accurately.
6. Except if a special reason exists, a candidate will not be required to do an oral if 50% or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will be required to do an oral. If a candidate achieves less than 40% he/she will not qualify for an oral and will have failed this examination.

**VRAAG 1 [12]**

Die volgende ondertekende testament word aan u voorgelê:

**Gesamentlike Testament**

Dit is die laaste testament van Bishop en Marie Dontdie, getroud binne gemeenskap van goedere en tans woonagtig en gedomiseleer op die plaas Kroondal, distrik Bloemfontein.

1. **Herroeping**  
Ons herroep hiermee alle vorige testamente hetsy gesamentlik of afsonderlik.
2. **Samestelling**  
Ons verklaar dat die boedel van die eers-sterwende van ons en van die langsliewende saamgesmelt en as een boedel beredder moet word.
3. **Aanwysing van Eksekuteur**  
Ons benoem die langsliewende van ons as eksekuteur/eksekutrise van ons saamgesmelte boedel met die reg van assumpsie.
4. **Bemaking**  
Ons bemaak die hele saamgesmelte boedel wat ons plaas Kroondal insluit, aan ons twee kinders in gelyke dele onderhewig aan 'n lewenslange vruggebruik ten gunste van die langsliewende van ons.
5. **Uitsluiting van Gemeenskap**  
Die eiendom of inkomste wat enige vroulike erfgenaam hierkragtens toeval, moet haar eie eiendom word hetsy sy binne gemeenskap van goedere getroud is of sal word of nie, onderhewig aan die bepalings van hierdie testament. Sodanige eiendom of inkomste moet uitgesluit word van enige gemeenskap van goedere of van wins en verlies of enige aanwas kragtens die Wet op Huweliksgoedere 88 van 1984. Sou haar eggenoot gesekwestreer word dan moet sodanige eiendom of inkomste nie in sy boedel val nie.

**QUESTION 1 [12]**

You are provided with the following signed will:

**Mutual Will**

This is the last will of Bishop and Marie Dontdie married in community of property and currently domiciled and residing at the farm Kroondal, district Bloemfontein.

1. **Revocation**  
We hereby revoke all previous wills made by us either singly or jointly.
2. **Massing**  
We declare that the estate of the first dying of us and of the survivor shall be massed and be administered as one estate.
3. **Nomination of Executor**  
We nominate the survivor of us to be the executor/executrix of our massed estate with right of assumption.
4. **Bequest**  
We bequeath the entire massed estate which includes our farm Kroondal to our two children in equal shares subject to the life long usufruct in favour of the survivor of us.
5. **Exclusion of Community**  
The property or income devolving upon any female beneficiary under this will shall, subject to the terms of this will, become her own property whether or not she is married or will marry in community of property. Such property or income shall be excluded from any community or any community of profit and loss or any accrual in terms of the Matrimonial Property Act 88 of 1984. Should her husband become insolvent then, subject to the provisions of the Insolvency Act or any other statute, such property income shall not vest in his estate.

ONDERTEKEN deur ons te (plek) op (datum) in die teenwoordigheid van die ondergetekende getuies terwyl ons almal tegelyk teenwoordig was.

SIGNED by us at (Place) on (date) in the presence of the undersigned witnesses all of us being present at the same time.

As Getuies

As Witnesses

- 1.
- 2.

- 1.
- 2.

\_\_\_\_\_  
Testateure en Testatrise

\_\_\_\_\_  
Testator and Testatrix

- 1.1 Wat beteken samesmelting? (3)
- 1.2 Wat moet kragtens die Wet op Onderverdeling van Landbougrond 70 van 1970 by afsterwe van die eersterwende gedoen word ten einde uitvoering te gee aan sodanige testament? (2)
- 1.3 Sou u antwoord verskil as die testateur se dogter binne gemeenskap van goedere getroud was? (1)
- 1.4 Inaggenome die probleem wat die bepalings van die Wet op Onderverdeling van Landbougrond 70 van 1970 kan oplewer, welke alternatiewe konstruksie van die testament sou u voorstel? Stel die toepaslike klousule op. (3)
- 1.5 As Bishop en Marie as boere vir BTW geregistreer is met plase ter waarde van Vyf Miljoen Rand op hul naam, verduidelik die BTW implikasies van die testament wat aan u voorgelê is. Welke alternatiewe konstruksie sou u voorstel om die implikasies te verlig? (3)

- 1.1 What is meant by massing? (3)
- 1.2 What would, in terms of the provisions of the Subdivision of Agricultural Land Act 70 of 1970, have to be done on the death of the first dying of the testators in order to implement the will drafted on the said basis. (2)
- 1.3 Would it have made a difference to your answer if the testator's daughter was married in community of property? (1)
- 1.4 Taking into consideration the problems which the provisions of the Subdivision of Agricultural Land act 70 of 1970 might cause, what alternative construction of the will would you have proposed/ suggested. Draft the relevant clause. (3)
- 1.5 If Bishop and Marie are farmers registered as VAT vendors with farms to the value of Five Million Rand registered in their names explain the VAT consequences of the will which you were provided with. What alternative construction of the will would you suggest in order to alleviate those consequences? (3)

**VRAAG 2 [15]**

**QUESTION 2 [15]**

EDGAR BLACK wat buite gemeenskap van goedere getroud is met CARLA BLACK is die geregistreerde eienaar van die plaas WATERVAL NOMMER 6844 REGISTRASIE AFDELING FU, PROVINSIE KWAZULU NATAL; Groot: 6000 (Sesduisend) Hektaar; gehou kragtens Akte van Transport T303/1997 met aangehegte Kaartnr 706/1996.

EDGAR BLACK who is married out of community of property to CARLA BLACK is the registered owner of the farm described as THE FARM WATERVAL NUMBER 6844, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU NATAL; In extent: 6 000 (Six Thousand) Hectares, held by Deed of Transfer T303/1997 with Diagram No 706/1996 annexed.



Edgar wil op sy plaas 'n dam bou langs die grens van die aanliggende plaas Stoneyridge welke dam as dit vol is sal lei tot oorstroming van die aanliggende plaas, eiendom van BRIAN MURPHY, 'n Skotse burger wat met MARY MURPHY getroud is in Skotland, voor hulle na Suid Afrika verhuis het. Brian se plaas is die plaas STONEYRIDGE NOMMER 6845, REGISTRASIE AFDELING FU, PROVINSIE KWAZULU NATAL; Groot: 5 000 (Vyf duisend) Hektaar; ge-hou kragtens Akte van Transport T607/2000.

Brian is bereid om Edgar 'n servituut te verleen om die bou van die dam toe te staan met oorstroming van sy plaas onderhewig aan die volgende voorwaardes:

- i) Die gebied wat oorstroom word moet ongeveer 33 (drie-en-dertig) hektaar wees;
- ii) Die hoogwatervlak van die servituut moet getoon word op 'n servituutkaart wat Edgar moet verkry en betaal;
- iii) Brian mag genoeg water van die dam onttrek om 'n gebied van 7 (sewe) hektaar op sy plaas te besproei;
- iv) Edgar mag die servituutarea betree om alles wat van tyd tot tyd nodig of wenslik is in verband met die servituut te doen;
- v) As enige skade aan Brian se plaas of die verbeterings daarop veroorsaak word as direkte gevolg van Edgar se optrede in die uitoefening van die servituutregte, moet die skade deur Edgar vergoed word;
- vi) Brian mag nie geboue of strukture op die servituutgebied oprig of iets doen of toelaat op die gebied of die onmiddellike omgewing wat die servituutregte sal benadeel of daarmee sal inmeng nie;

Edgar intends to construct a dam on his said farm, alongside the boundary of the adjacent farm Stoneyridge, which when full, will result in the flooding of a portion of the said adjacent farm owned by BRIAN MURPHY, a Scottish national who married MARY MURPHY in Scotland before they emigrated to South Africa. Brian's farm is described as THE FARM STONEYRIDGE NUMBER 6845, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU NATAL; In extent: 5 000 (Five Thousand) Hectares, held by Deed of Transfer T607/2000.

Brian is prepared to grant to Edgar a servitude to allow for the aforesaid building of the dam and flooding in respect of his farm, subject to the following conditions:

- i) The area to be flooded will be approximately 33 (thirty three) hectares;
- ii) The high flood level of the servitude will be indicated on a servitude diagram which Edgar will obtain and pay for;
- iii) Brian will be entitled to draw water from the said dam sufficient to irrigate an area of 7 (seven) hectares on his farm;
- iv) Edgar shall be entitled to enter upon the servitude area to carry out anything necessary or desirable in connection with the servitude from time to time;
- v) If any damage is caused to Brian's farm or to the improvements thereon as a direct result of or arising out of the actions of Edgar in the exercise of the servitude rights hereunder, such damage shall be made good by Edgar.
- vi) Brian shall not erect any buildings or other structures on or over the said Servitude area or do or permit to be done anything in or on the Servitude area or in the immediate vicinity thereof which will or is likely to interfere with or prejudice the rights conferred by Servitude.

vii) Edgar moet alle koste vir die opstel en registrasie van hierdie akte dra wat insluit hereregte op R15 000.00 (vyftien duisend Rand) welke bedrag Edgar aan Brian moet betaal as vergoeding vir die verkreë regte.

vii) Edgar will pay all costs of the drawing and registration of this deed including the transfer duty payable on the sum of R15 000.00 (FIFTEEN THOUSAND RAND) which amount Edgar will pay to Brian as consideration for the rights granted.

Alle vereiste toestemmings en permitte vir die registrasie van die servituut is verkry. Edgaren Brian gee u opdrag om die Servituutakte op te stel met *inter alia* toepaslike en bykomende besonderhede. Stel dit op.

All the requisite consents and permits for registration of the servitude herein have been obtained. Edgar and Brian instruct you to draft the Deed of Servitude providing, *inter alia*, appropriate and ancillary details.

### VRAAG 3

[6]

Joe Soap, wat buite gemeenskap van goedere met Sheila Soap getroud was, sterf op 30 November 2013.

### QUESTION 3

[6]

Joe Soap, who was married out of community of property to Sheila Soap, died on the 30<sup>th</sup> November 2013.

Die oorledene is die geregistreerde eienaar kragtens Akte van Transport Nr T1460/90 van die wooneiendom Erf 641, Pinetown.

The deceased is the registered owner, under Deed of Transfer No. T1460/90, of the residential property known as Erf 641 Pinetown.

In sy testament gedateer 30 Junie 2005 wat deur die Meester aanvaar is, wys die oorledene sy kollega Carl Edmund as eksekuteur aan en bepaal onder andere:

In his will dated 30 June 2005, which the Master has accepted, the deceased appointed his colleague, Carl Edmund, as Executor and provided, *inter alia*, as follows:

Ek bemaak my onroerende eiendom Erf 641 Pinetown aan my vrou Sheila Soap, onderhewig aan 'n vruggebruik ten gunste van my suster, Beatrice Soap to haar afsterwe of huwelik (welke eerste gebeur).

I bequeath my immovable property described as Erf 641 Pinetown to my wife Sheila Soap, subject to a usufruct in favour of my sister, Beatrice Soap, until her death or marriage (which ever occurs first).

(a) Wie is die partye tot die Notariële Akte van Vruggebruik en hoe word hulle beskryf?  
(3)

(a) Who will the Parties to the Notarial Deed of Usufruct be and how will they be described?  
(3)

(b) 'n Paar jaar later verhuis Beatrice na Londen. Sy kom met Sheila Soap ooreen om haar vruggebruik te kanselleer teen betaling van R75 000.00. Stel op die beskrywing van die partye tot die Akte van Kansellasie.  
(3)

(b) A few years later Beatrice decides to emigrate to London. She has reached agreement with Sheila Soap to cancel the usufruct against payment to her of R 75 000.00. Draw the description of the Parties to the Deed to give effect to the Cancellation.  
(3)

**VRAAG 4 [10]**

4.1 U praktiseer in Pretoria en ontvang 'n wissel betaalbaar op 'n bepaalde datum getrek deur AB op CD (beide van Pretoria) en geëndoseer deur EF van Johannesburg welke wissel by aanbidding vir betaling deur die houer onteer is. U kry opdrag om die nodige stappe te doen om u kliënt in staat te stel om 'n geding in te stel om die bedrag van die wissel te verhaal. Dui aan welke stappe u sou doen en stel die protes op as die wissel na aanbidding deur uself nog ontbetaal is. (6)

4.2 Wat is 'n "reëlmatige houer" in die konteks van die Wisselwet en wat is die praktiese gevolge daarvan om een te wees? (4)

**VRAAG 5 [20]**

Timothy Spencer en Patricia Spencer getroud binne gemeenskap van goedere is die eienaars van Deel 8 in die Deeltitelskema Bright Lights. Joy Williams wat in die skema Bright Lights woon, is reeds ses jaar lank die eienaar van Deel 10 tesame met die uitsluitlike gebruiksgebiede Parking Bay P10 en Parking Bay P48 in die betrokke skema. Sy het dit gekoop onder haar nooiens van Williams.

Joy wat ses maande gelede buite gemeenskap van goedere met Charles Smith getroud is, adverteer Parking Bay P48 as te koop teen TWEE HONDERD EN VYFTIG DUISEND RAND (R250 000.00).

Timothy wil Parking Bay P48 koop en gee u opdrag om die nodige dokumente op te stel. Alle partye het die Koopakte onderteken en Timothy het die koopprys, fooie en uitgawes by u inbetaal. Ongelukkig is hy 'n maand later, voor transport, in 'n botsing oorlede.

**QUESTION 4 [10]**

4.1 You are in practice in Pretoria and handed a bill of exchange payable on a specific date, drawn by AB on CD, both of Pretoria and endorsed by EF of Johannesburg, which bill the holder tells you was dishonoured on presentment of payment. You are instructed to take all the necessary steps to enable your client to institute action of recovery of the amount of the bill by him. Outline the steps you would take and draw the form of protest, assuming that the bill was still unpaid after presentment to you. (6)

4.2 What, in the context of the law relating to Bills of Exchange, is a "holder in due course" and what is the practical significance of being such a holder? (4)

**QUESTION 5 [20]**

Timothy Spencer and Patricia Spencer married in community of property to each other are the owners of Section 8 in the Sectional Scheme Bright Lights. Joy Williams, who resides in the scheme Bright Lights, has been the owner of Section 10 together with exclusive use areas Parking Bay P10 & Parking Bay P48 in the said Sectional Scheme for the past six years having bought the unit under her maiden name of Williams.

Joy, who married Charles Smith out of community of property (6) months ago, has advertised Parking Bay P48 for sale for the sum of TWO HUNDRED and FIFTY THOUSAND (R250 000.00).

Timothy wishes to purchase Parking Bay P48 and instructs you to proceed to draft the requisite documents. All Parties have signed the Deed of Sale and Timothy has furnished you with the purchase price, fees and disbursements. Unfortunately a month later, before transfer is registered, Timothy meets with a fatal accident.



5.1 Stel die dokumente op wat ingedien moet word om die Uitsluitlike Gebruiksgebied Parking Bay P48 in die naam van die Kopers te registreer. Aanvaar dat die partye persoonlik voor u kan verskyn.  
(10)

5.1 Draft the document to be lodged for registration of Exclusive Use Area Parking Bay P48 in the Purchasers' name. Assume that the Parties whose signatures are required, are able to appear before you personally.  
(10)

5.2 Welke dokumente sal u by die Aktekantoor indien?  
(2)

5.2 Which documents will you lodge in the Deeds Office?  
(2)

5.3 Welke dokumente sal u in u protokol berg?  
(2)

5.3 Which documents will you retain in your Protocol?  
(2)

5.4 As Patricia Spencer 'n Parkeerplek in die aanliggende Deeltitelskema Sunshinewou koop sou dit moontlik wees? Gee redes vir u antwoord.  
(2)

5.4 If Patricia Spencer wished to purchase a Parking Bay in the adjacent Sectional Title Scheme Sunshine, would this be possible? Give reasons for your answer.  
(2)

5.5

5.5

a) Gestel Joy was die Ontwikkelaar van die Skema Bright Lights en was nog eienaar van 'n aantal eenhede en parkeerplekke in die skema; sou die notariële akte wat aan die Spencers titel tot die parkeerplek verleen anders wees as die een wat in 5.1 hierbo gestel is?  
(3)

a) If Joy was the Developer of the Sectional Scheme Bright Lights and still owned a few units and parking bays in the scheme, would the notarial deed giving the Spencers title to the Parking Bay differ to the one drafted in 5.1 above.  
(3)

b) Welke Titelakte sal u namens die Ontwikkelaar by die Aktekantoor indien vir Parking Bay P48?  
(1)

b) What is the Title Deed that you will lodge in the Deed's Office on behalf of the Developer for Parking Bay P48?  
(1)

**VRAAG 6 [20]**

**QUESTION 6 [20]**

'n Boer, Andrew Johnson, wie se vrou hom onlangs ontval het, het 'n vrugteplaas in Phillipi in die Weskaap gekoop. Hy het die finansies vir die aankoop by ABC Bank Bpk verkry en 'n verband vir R10 000 000.00 is oor die eiendom geregistreer.

A farmer, Andrew Johnson, who was recently widowed, bought a fruit farm in Phillipi in the Western Cape. He obtained financing to buy the land from ABC bank Limited and a mortgage bond of R10 000 000.00 is registered over the property.

Die koop het 3 trekkers, 'n Cessna ligte vliegtuig vir pestebeheer en 'n skuur vol plaasimplimente ingesluit.

The sale included 3 tractors, a Cessna light aircraft for pesticide control and a shed full of farming implements.

Hy benodig bykomende finansiering om 'n oesmasjien te koop en om nuwe oeste te plant. Die bank is bereid om 'n lening te verskaf teen sekuriteit van bovermelde roerende bates.

He requires additional financing to purchase a new harvester as well as startup capital to plant new crops. The bank is prepared to provide him with a loan against security of his movable assets listed above.

U tree vir die bank op en kry opdrag om die toepaslike verband vir die bedrag van R2 000 000.00 op te stel. Die lening is vir R1 500 000.00 wat teen registrasie uitbetaal word en die balans soos benodig.

You act for the bank and are instructed to draft the relevant bond for the sum of R2 000 000.00. The loan consists of R1 500 000.00 which will be released on registration of the bond and the balance to be released when Mr Johnson requires additional finance.

6.1 Stel die toepaslike verband op. Bykomende bepalings kan puntsgewys vermeld word. (10)

6.1 Draft the relevant bond document. Provide ancillary conditions in point form only. (10)

6.2 Kan die boer oeste op die landerye as sekuriteit verskaf? Gee redes. (2)

6.2 Can the farmer use his growing crops as security? Please provide reasons. (2)

6.3 Tien jaar later het die boer twee van die verouderde trekkers vervang. Die banklening is nog nie betaal nie. U kliënt, die bank, versoek u om te verseker dat hulle sekuriteit onaangetas bly. Stel die vereiste sekuriteit op. Verskaf bykomende bepalings slegs puntsgewys. (8)

6.3 Ten years later, the farmer has replaced two of his tractors that had fallen into a state of disrepair. The loan to the bank is still outstanding. Your client, the bank, has asked you to take the necessary steps to ensure that their security remains intact. Draft the necessary security. Provide ancillary conditions in point form only. (8)

**VRAAG 7 [17]**

**QUESTION 7 [17]**

Devco (Edms) Bpk wil 'n winkelsentrum op Erf 528, Bryanston ontwikkel. Die erf is ongelukkig te klein om voldoende parkeerplek te verskaf. Devco het 'n langtermyn huurkontrak gesluit met Prop Trust, die eienaars van Erf 624, Bryanston, oorkant die straat van Erf 528, wat soneer is vir parkering. Die plaaslike owerheid vereis dat die eiendomme gekonsolideer word wat natuurlik nie moontlik is nie. U adviseer u kliënt dat 'n notariële akte geregistreer moet word om te verseker dat met die eiendomme as een gehandel word, welke oplossing deur die Raad aanvaar is. Prop Trust is die enigste aandeelhouer van Devco en u hoef nie die geldelike volhoubaarheid van die transaksie te oorweeg nie. Daar is geen verbande oor die eiendomme nie.

Devco (Pty) Ltd intends developing a shopping centre on Erf 528, Bryanston. The erf is unfortunately too small to provide adequate parking and Devco has entered into a long term lease agreement with Prop Trust, the owner of Erf 624, Bryanston, across the road from Erf 528, which property has been zoned for purposes of parking. The local authority requires the properties to be consolidated, which is of course not possible. You have thus advised your client that a notarial deed should be registered to ensure that the properties are dealt with as one, and the Council has consented thereto as a solution. Prop Trust is the sole shareholder of Devco and you need not concern yourself with the financial viability of this transaction. No bonds are registered over the properties.

7.1 Bespreek waarom dit nie moontlik is om die eiendomme te konsolideer nie. (4)

7.1 Discuss why it is not possible to consolidate the two properties. (4)



7.2 Stel die notariële akte op wat by die Aktekantoor ingedien moet word. (8)

7.2 Draft the notarial deed to be lodged at the deeds office. (8)

7.3 Lys die dokumente wat in u protokol geberg moet word. (2)

7.3 List the documents to be filed in your protocol. (2)

7.4 Lys die dokumente wat saam met u akte ingedien moet word. (2)

7.4 List the documents to be lodged with your deed. (2)

7.5 Bespreek hoe dit u dokumente sou beïnvloed indien die voorwaarde nie deur die Raad nie, maar deur die bank wat die ontwikkelingsverband hou, opgelê sou word. (1)

7.5 Discuss how it would have affected your documentation should the Council not have imposed the condition, but rather the bank who holds the development loan. (1)

- DIE EINDE -

- THE END -

LAW SOCIETY  
OF SOUTH AFRICA