

PROKUREURSEKSAMEN**DEEL 1 : VRAAG 1 & 2
HOOGGEREGSHOF &
LANDDROSHOFPROSEDURE****17 AUGUSTUS 1999**

09:00-11:00

Totaal: [100]

1. Kandidate moet al die vrae beantwoord.
2. Die vrae mag in Afrikaans of Engels beantwoord word.
3. Waar pleitstukke, aansoeke, beëdigde verklarings en ander dokumente opgestel moet word, hoef die formele aanhef en slot daarvan nie weergegee te word nie behalwe waar spesifiek vereis. Waar pleitstukke en aansoeke opgestel moet word, moet die regshulp wat daarin aangevra word, in die antwoord weergegee word tensy die vraag anders aandui. Tensy die vraag dit uitdruklik verlang, moet die aanhangsels, indien enige, waarna in die antwoord verwys word, slegs aangestip word in die antwoord en nie opgestel word nie. Die funderende beëdigde verklaring wat 'n kennisgewing van mosie vergesel, moet nie as 'n aanhangsel beskou word nie en moet opgestel word, tensy anders in die vraag gemeld.

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ATTORNEYS' EXAMINATION**PART 1 : QUESTION 1 & 2
HIGH COURT & MAGISTRATES COURT
PROCEDURE****17 AUGUST 1999**

09:00-11:00

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| DEEL 1 : VRAAG 1 HOOGGEREGSHOF [50] | PART 1 : QUESTION 1 HIGH COURT [50] |
|---|--|
| VRAAG 1.1 [10] | QUESTION 1.1 [10] |
| Motiveer u antwoorde | Motivate your answers |
| 1.1.1 Hoeveel stelle beëdigde verklarings word toegelaat in 'n bestrede aansoek? (½) | 1.1.1 How many sets of affidavits are allowed in an opposed application? 3 (½) |
| 1.1.2 U tree op vir die appellant in 'n saak. U kollega wat vir die respondent optree, dring aan op 'n bedrag vir sekuriteit ingevolge die Reëls wat vir u onaanvaarbaar hoog is. Wat sal u doen om hierdie probleem op te los? (1) | 1.1.2 You act for the appellant in a matter. Your colleague who acts for the respondent insists on an amount for security in terms of the Rules which you consider to be excessive. What would you do to resolve this problem? Apply to Reg (1) |
| 1.1.3 Kan u onmiddellik na verkryging van 'n vonnis teen 'n vonnisskuldenaar, sy onroerende eiendom uitwin? (½) | 1.1.3 May you immediately after having obtained judgement against a debtor, excuss his immovable property? No unless specific otherwise in red mov (½) |
| 1.1.4 Nadat u vonnis teen 'n verweeder in 'n saak verkry het, slaag sy aansoek vir verlof om te appelleer. U is van mening dat die punte deur hom geopper regsgeldig en korrek is en dat sy appèl in alle waarskynlikheid sal slaag. Wat sal u advies aan u kliënt wees? (1) | 1.1.4 After having obtained judgement against a defendant in a matter, he successfully applies for leave to appeal. You are of the view that the points raised by him are good in law and the appeal will in all probability be successful. What would you advise your client to do? Abandon or settle (1) |
| 1.1.5 U verteenwoordig die eiser in 'n eis om vergoeding vir liggaamlike beserings. 'n Kennisgewing word op u beteken waarin u kliënt versoek word om aan te meld vir 'n mediese ondersoek. Meld een van die gronde waarop u kliënt kan beswaar maak teen sodanige ondersoek. (1) | 1.1.5 You act for a plaintiff in a claim for compensation for bodily injuries. A notice is served on you calling on your client to present himself for a medical examination. Name one of the grounds on which your client may object to attending such examination. i) Time & place (1) |
| 1.1.6 U opponent gee kennis van haar voorneme om 'n pleitstuk te wysig. Die tydperk waarbinne beswaar aangeteken kan word, het verstryk. U opponent doen geen verdere stappe nie. Wat is die uitwerking van hierdie versuim op die pleitstukke? (1) | 1.1.6 Your opponent has given notice of her intention to amend a pleading. The time period within which an objection may be made has passed. Your opponent has not taken any further steps. What is the effect of this omission on the pleadings? Abandoned (1) |
| 1.1.7 In sy uitspraak het die verhoorregter 'n fout begaan deurdat hy vonnis vir 'n bedrag van R1 miljoen teen die verweeder toegestaan het, terwyl die bedrag geëis slegs R100 000,00 was. Watter stappe kan die verweeder doen om die bevel reg te stel? (1) | 1.1.7 In his judgement the trial judge has in error granted a judgement against the defendant for R1 million whereas the amount claimed had been only R100 000,00. What steps can the defendant take to rectify the order? Apply to set aside order (1) |

DEEL 1 : VRAAG 1
HOOGGEREGSHOF
[50]

PART 1 : QUESTION 1
HIGH COURT
[50]

1.1.8 U kliënt oorhandig 'n dagvaading aan u wat op hom beteken is en waarin skadevergoeding geëis word. Na u mening voldoen die dagvaarding nie aan die Reëls nie, aangesien dit nie die verweerder in 'n posisie plaas waar hy redelikerwys die kwantum van die eiser se eis kan bepaal nie. Watter stappe sal u doen om u kliënt te beskerm?

(1)

1.1.9 Op watter gronde kan eksipieer word teen 'n dagvaarding in 'n Hooggeregshofgeding?

(1)

1.1.10 Is daar enige verskil in die bewyslas in voorlopige vonnisverrigtinge teenoor dié in summiere vonnis? Bespreek en motiveer u antwoord kortliks.

(2)

VRAAG 1.2 [5]

Mnr X wat aksie wil instel teen 'n persoon wat permanent in Nederland woonagtig is konsulteer u. U kliënt se eisoorzaak is 'n motorvoertuigbotsing wat plaasgevind het in die jurisdiksiegebied van die Hooggeregshof. Die verweerder besit onroerende eiendom in die Republiek van Suid-Afrika.

1.2.1 Watter voorlopige stap moet u doen ten einde aksie te kan instel in ons howe?

(1)

1.2.2 Watter feite moet beweer word in die funderende eedsverklaring?

(4)

VRAAG 1.3 [2]

U kliënt het ongelukkig 'n fout begaan in 'n eedsverklaring wat sy gedoen het. Die eedsverklaring is reeds op die teenkant beteken en by die Hof geliasseer.

Watter stappe kan u doen om die situasie reg te stel?

VRAAG 1.4 [4]

Op watter skuldoorsake kan 'n aansoek vir summier vonnis gebring word?

1.1.8 You are handed a summons by your client which has been served upon him wherein damages are claimed. In your view the summons does not comply with the Rules as it does not place the defendant in a position to reasonably assess the quantum of the plaintiff's claim. What steps will you take to protect your client? In terms of Rule 80 - verify & corroborate or does not out (1)

1.1.9 On what grounds can a summons in a High Court action be excepted to?

(1)

1.1.10 Are there any differences in the onus of proof in provisional sentence proceedings as opposed to summary judgement proceedings? Discuss and motivate you answer briefly.

(2)

QUESTION 1.2 [5]

Mr X, who wishes to institute action against a person who is permanently resident in the Netherlands consults you. Your client's cause of action is a motor collision which took place in the jurisdiction of the High Court. The defendant owns immovable property in the Republic of South Africa.

1.2.1 What preliminary step must be taken in order to institute action in our courts?

(1)

1.2.2 What facts must be alleged in the founding affidavit?

(4)

QUESTION 1.3 [2]

Your client has unfortunately deposed to an affidavit containing an error. It has been served on your opponents and filed at court.

What steps can you take to remedy the situation?

QUESTION 1.4 [4]

On what causes of action can an application for summary judgement be launched?

DEEL 1 : VRAAG 1
HOOGGEREGSHOF
[50]

PART 1 : QUESTION 1
HIGH COURT
[50]

VRAAG 1.5 [10]

U kliënte konsulteer u en lig u in dat hulle binne gemeenskap van goedere getroud is. Hulle was bona fide onder die indruk dat huwelike in die Republiek van Suid-Afrika se huweliksbedeling buite gemeenskap van goedere is en het sopas hulle fout agtergekom.

1.5.1 Watter stappe kan hulle doen om die situasie reg te stel?

(1)

1.5.2 Stel die nodige funderende eedsverklaring op om enige hofaansoek wat u mag adviseer, te ondersteun. Moenie die kopstuk opstel nie maar sluit in welke regshulp gevra word en verwys na enige bylaes wat u nodig ag.

(9)

VRAAG 1.6 [4]

Op watter gronde kan die beslissing van 'n laer tribunaal op hersiening na die Hooggeregshof geneem word?

VRAAG 1.7 [15]

Mev Jones, wat buite gemeenskap van goed met haar eggenoot, mnr Jones getroud is konsulteer u. Die huwelik is gesluit in 1981. Mev Jones deel u mee dat haar eggenoot 'n substansiële boedel het, wat onder andere bestaan uit vier onroerende eiendomme, 'n belegging en ander roerende bates gewaardeer teen meer as R1 miljoen.

Die huweliksverhouding het onherstelbaar verbrokkel en sy wil graag sekere van die bates as deel van die egskeidingsbevel bekom.

Stel die eiseres se besonderhede van vordering op in die aksie wat sy aanhangig sal maak.

QUESTION 1.5 [10]

Your clients consult you and inform you that they are married in community of property. They were bona fide under the impression that marriages in the Republic of South Africa were out of community of property and have just recently discovered their mistake.

1.5.1 What steps can they take to remedy the situation?

(1)

1.5.2 Draft the necessary founding affidavit to support any application to court which you may advise. Do not draw the headings but include the relief sought and refer to any annexures you consider necessary.

(9)

QUESTION 1.6 [4]

On what grounds can the decision of an inferior tribunal be taken on review to the High Court?

QUESTION 1.7 [15]

You are consulted by Mrs Jones who is married to her husband Mr Jones out of community of property. The marriage was entered into during 1981. Mrs Jones informs you that her husband has a sizable estate comprising inter alia four immovable properties, an investment and other movables valued in excess of R1 million.

The marriage has irretrievably broken down and she wishes to obtain certain of the assets as a part of the decree of the divorce.

Draft the plaintiff's particulars of claim in the action which she will institute.

DEEL 1 : VRAAG 2
LANDDROSHOF
[50]

PART 1 : QUESTION 2
MAGISTRATES COURT
[50]

VRAAG 2.1 [11]

Dolly Dlomo spreek u oor 'n dagvaarding wat teen haar uitgereik is in die Johannesburgse landdroshof. Daar is 'n aantal foute in die besonderhede van vordering wat hieronder uiteengesit word. **Identifiseer die foute en verduidelik baie kortliks waarom elkeen foutief is.**

- 2.1.1 Eiser is B L NDLOVU, 'n minderjarige loodgieter, wat woonagtig is te Weststraat 1, Johannesburg.
- 2.1.2 Eerste verweerder is DOLLY DLOMO 'n meerderjarige onderwyseres wat woonagtig is te Smithstraat 1, Durban.
- 2.1.3 Tweede verweerder is BONGANI DLOMO, 'n meerderjarige skoolhoof woonagtig te Smithstraat 1, Durban.
- 2.1.4 Op 1 Februarie 1998 het eiser en eerste verweerder 'n kontrak aangegaan ingevolge waarvan eiser 'n badkamer moes inrig in eerste verweerder se huis in Pretoria teen 'n koste van R110 000,00.
- 2.15 Op 1 Februarie 1998 het tweede verweerder homself verbind as 'n borg teenoor eiser vir die nakoming van eerste verweerder se verpligtinge kragtens die kontrak.
- 2.1.6 Verweerders het, ten spyte van aanmaning, versuim om die bedrag op 1 April 1998 te betaal.
- Derhalwe vra eiser vonnis teen beide verweerders vir:
- Betaling van R110 000,00;
 - Rente daarop teen 20% per jaar vanaf 1 Maart 1998;
 - Prokureur-en-kliëntkoste.

VRAAG 2.2 [12]

Krishna Reddy, 'n direkteur van Ishwar Motors (Edms) Beperk, raadpleeg u. Hy deel u mee dat die maatskappy in die Durbanse landdroshof gedagvaar word deur Dawood Patel vir skadevergoeding van R15 000,00 voortspruitend uit 'n motorbotsing tussen mnr Patel se motor, registrasienommer ND123, en die maatskappy se motorvoertuig, registrasienommer ND456. Laasgenoemde voertuig is ten tyde van die ongeluk bestuur deur Anver Naidoo, 'n werknemer van Ishwar Motors (Edms) Bpk, wat na bewering die motorvoertuig bestuur het in die loop en uitvoering van sy werksverpligtinge.

QUESTION 2.1 [11]

Dolly Dlomo consults you with a summons issued out of the Johannesburg magistrate's court against her. The particulars of claim which are set out hereunder, contain a number of defects. **Identify these defects and explain very briefly why they are defective.**

- 2.1.1 Plaintiff is B L NDLOVU, a minor plumber, who lives at 1 West Street, Johannesburg.
- 2.1.2 First defendant is DOLLY DLOMO an adult school teacher who lives at 1 Smith Street, Durban.
- 2.1.3 Second defendant is BONGANI DLOMO, an adult school headmaster who resides at 1 Smith Street, Durban.
- 2.1.4 Plaintiff and first defendant entered into a contract on 1 February 1998 for plaintiff to install a bathroom in first defendant's house in Pretoria at a cost of R110 000,00.
- 2.1.5 Second defendant on 1 February 1998 bound himself as surety to the plaintiff for the first defendant's obligations in terms of the contract.
- 2.1.6 Defendants have failed to pay the amount despite demand on 1 April 1998.
- Plaintiff prays for judgment against both defendants for:
- Payment of R110 000,00;
 - Interest thereon at the rate of 20% per annum from 1 March 1998;
 - Costs on the scale between attorney and client.

QUESTION 2.2 [12]

Krishna Reddy, a director of Ishwar Motors (Pty) Ltd, consults you. The company has been sued in the Durban magistrate's court by Dawood Patel who claims damages of R15 000,00. The claim arises from a collision between Mr Patel's vehicle, registration ND123, and a motor vehicle registration ND 456 driven by Anver Naidoo, an employee of Ishwar Motors (Pty) Ltd, who allegedly drove the motor vehicle in the course and scope of his employment.

DEEL 1 : VRAAG 2
LANDDROSHOF
[50]

Mnr Reddy deel u mee dat John Smith van Weststraat 1, Durban, wat 'n motorvoertuig met registrasienommer ND 789 bestuur het, in werklikheid die voormelde botsing veroorsaak het. Hy voer aan dat mnr Smith versuim het om by 'n stopteken te stop as gevolg waarvan die bestuurder van Ishwar Motors (Edms) Beperk se voertuig uitgeswaai het en gebots het met mnr Patel se stilstaande voertuig.

2.2.1 Stel die vereiste kennisgewing op ingevolge artikel 2(2) van die Wet op Verdeling van Skadevergoeding, 34 van 1956 (soos gewysig), ten einde u kliënt se belange te beskerm.

(9)

2.2.2 Wat is die spertyd vir die lewering van sodanige kennisgewing?

(1)

2.2.3 Wat is die gevolge van versuim om aldus kennis te gee?

(1)

2.2.4 Moet Smith op hierdie kennisgewing reageer?

(1)

VRAAG 2.3

[10]

U tree op namens Dawid Julies wat u meedeel dat sy motorvoertuig onherstelbaar beskadig is in 'n botsing met 'n polisievoertuig wat bestuur is deur konstabel Koos van der Merwe, wat ten tye van die botsing op pad was om 'n inbraak te ondersoek. U kry opdrag dat die ongeluk veroorsaak is deur die nalatigheid van konstabel Van der Merwe. U kliënt gee u opdrag om sy skade te verhaal.

Wat moet u doen voordat dagvaarding teen die Minister van Veiligheid en Sekuriteit uitgereik word ten einde te verseker dat:

2.3.1.1 u kliënt rente kan eis op sy skade vanaf 'n datum voor die uitreiking van 'n dagvaarding

(1)

2.3.1.2 dat 'n dagvaarding met 'n volledige skuldoorsaak uitgereik word.

(1)

2.3.2 Stel die nodige kennisgewing op wat 'n voorvereiste is vir die uitreiking van die dagvaarding teen die Minister van Veiligheid en Sekuriteit.

(8)

PART 1 : QUESTION 2
MAGISTRATES COURT
[50]

Mr Reddy tells you that Mr John Smith of 1 West Street, Durban, who was driving a motor vehicle with registration number ND789 was the actual cause of the collision. He says that Smith failed to stop at a stop street causing the vehicle belonging to Ishwar Motors (Pty) Ltd to swerve and collide with Mr Patel's stationary motor vehicle.

2.2.1 Draft the required notice in terms of section 2(2) of the Apportionment of Damages Act, 34 of 1956 (as amended) in order to protect your client's interests.

(9)

2.2.2 What is the deadline for the delivery of such notice?

(1)

2.2.3 What are the consequences of failing to give such notice?

(1)

2.2.4 Need Smith react to this notice?

(1)

QUESTION 2.3

[10]

Your client is Dawid Julies who informs you that his motor vehicle was damaged beyond repair in a collision with a police vehicle driven by constable Koos van der Merwe, who was on his way to investigate a burglary. You are instructed that the accident occurred as a result of the negligence of constable van der Merwe. Your client instructs you to recover the damages to his vehicle.

What must be done before the issue of a summons against the Minister of Safety and Security in order to ensure that:

2.3.1.1 your client may claim interest on his damages from a date before the issue of a summons

(1)

2.3.1.2 that a summons with a complete cause of action is issued.

(1)

2.3.2 Draft the necessary notice which is a prerequisite for the summons against the Minister of Safety and Security.

(8)

DEEL 1 : VRAAG 2
 LANDDROSHOF
 [50]

PART 1 : QUESTION 2
 MAGISTRATES COURT
 [50]

VRAAG 2.4 [6]

2.4.1 U kliënt is die verweerder in 'n aksie. Na liassering van die kennisgewing van verdediging, word 'n aansoek om summiere vonnis op u beteken. U kliënt verkies om nie sy verweer in 'n beëdigde verklaring uiteen te sit nie. Wat kan hy doen ten einde summiere vonnis teen hom te vermy?

(2)

2.4.2 Kan 'n eiser aansoek doen vir summiere vonnis in die volgende gedingsake?

- 2.4.2.1 Goedere verkoop en gelewer.
 2.4.2.2 Skadevergoeding weens laster.
 2.4.2.3 Agterstallige huuringevolge 'n mondelinge huurooreenkoms.
 2.4.2.4 Uitsetting ingevolge 'n skriftelike huurooreenkoms ten aansien van 'n supermark.

(4)

VRAAG 2.5 [5]

U ontvang opdrag om dagvaarding uit te reik op 'n onteerde tjek van R50 000,00. U kliënt voorsien dat die verweerder 'n opgemaakte verweer sal opper. **Waarom sal u hom adviseer om 'n voorlopige vonnisdagvaarding uit te reik in plaas van 'n gewone dagvaarding gevolg deur 'n aansoek om summiere vonnis wanneer verweer aangeteken word?**

VRAAG 2.6 [3]

Onder welke omstandighede mag daar, na vonnis, beslag gelê word op onroerende eiendom?

VRAAG 2.7 [3]

'n Artikel 65A(1)-kennisgewing is persoonlik beteken op 'n skuldenaar om in die hof te verskyn op 'n bepaalde dag vir 'n ondersoek na sy finansiële sake. Die skuldenaar versuim om op die verhoordatum te verskyn.

2.7.1 Watter dokument kan uitgereik word?

(1)

2.7.2 Beskryf die prosedure wat gevolg sal word wanneer die skuldenaar uiteindelik in die hof verskyn.

(2)

QUESTION 2.4 [6]

2.4.1 Your client is the defendant in an action. After filing a notice to defend, an application for summary judgment is served on you. Your client chooses not to disclose his defence on affidavit. **What can he do to avoid summary judgment being granted against him?**

(2)

2.4.2 Can a plaintiff apply for summary judgment on the following causes of action?

- 2.4.2.1 Goods sold and delivered.
 2.4.2.2 Damages arising from defamation.
 2.4.2.3 Arrear rental arising from an oral agreement.
 2.4.2.4 Ejectment arising from a written lease in respect of a supermarket.

(4)

QUESTION 2.5 [5]

You are instructed to issue summons on a dishonoured cheque for R50 000,00. Your client anticipates a spurious defence. **Why would you advise him to proceed by way of provisional sentence as opposed to an ordinary summons followed by an application for summary judgment when appearance to defend is entered?**

QUESTION 2.6 [3]

In what circumstances may immovable property be attached after judgment?

QUESTION 2.7 [3]

A section 65A(1) notice was served personally on a debtor to appear in court on a certain date for an enquiry into his financial affairs. The debtor fails to appear on the date of hearing.

2.7.1 What document may be issued?

(1)

2.7.2 Describe the proceedings which will take place when the debtor eventually appears in court.

(2)

PROKUREURSEKSAMEN

DEEL 1 : VRAAG 3 & 4
MVO &
STRAFPROSESREG

17 AUGUSTUS 1999

14:00-16:00

Totaal: [100]

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ATTORNEYS' EXAMINATION

PART 1 : QUESTION 3 & 4
MVA &
CRIMINAL PROCEDURE

17 AUGUST 1999

14:00-16:00

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VRAAG 3.1 [25]

U kliënt, mnr J Bloggs, konsulteer u en lig u as volg in.

[A] Op 20 Augustus 1997 was hy betrokke in 'n botsing by die kruising van End- en Foxstraat in Johannesburg. Tydens die ongeluk het u kliënt 'n motorfiets bestuur terwyl hy aan diens was. Hy het die volgende beserings opgedoen:

- (i) 'n besering aan die servikale werwelkolom
- (ii) 'n besering aan die linkerskouer wat chirurgie benodig het
- (iii) frakture van beide enkels
- (iv) 'n fraktuur van die linkerfemur

U kliënt is permanent ongeskik en kan nie meer werk nie.

[B] U kliënt deel u mee dat hy die volgende uitgawes moes aangaan:

- | | |
|--------------------------------|------------|
| (i) mediese uitgawes | R10 000,00 |
| (ii) vervoerkoste | R1 000,00 |
| (iii) privaathospitaaluitgawes | R20 000,00 |

[C] U kliënt deel u voorts mee dat:

- (i) hy verlies aan inkomste gelyk ten bedrae van R12 000,00
- (ii) hy ontvang nou 'n pensioen van die Vergoedingskommissaris kragtens die Wet op Vergoeding vir Beroepsbeserings en Siektes, van R600,00 per maand wat 'n gekapitaliseerde waarde het tot met datum van sy aftrede van R50 000,00. Die Vergoedingskommissaris het die gelede verlies aan inkomste aan u kliënt betaal en het sy mediese, hospitaal- en vervoerkoste betaal.

Aanvaar, vir doeleindes van die volgende vrae, dat u die toekomstige verlies aan inkomste en algemene skade van u kliënt beraam op R180 000,00 en R60 000,00 onderskeidelik. Die Padongelukkefonds het meriete van die eis geskik op 50% ten gunste van u kliënt.

Met inagneming van die bovermelde feite, beantwoord die volgende vrae:

QUESTION 3.1 [25]

Your client, Mr J Bloggs, consults you and tells you the following.

[A] On 20 August 1997 he was involved in a collision at the intersection of End and Fox Streets in Johannesburg. At the time of the collision your client was driving a motorcycle while on duty. He suffered the following injuries:

- (i) an injury to the cervical spine
- (ii) an injury to the left shoulder which required surgery
- (iii) fractures to both ankles
- (iv) a fracture to the left femur

Your client has been permanently disabled and can no longer work.

[B] Your client tells you that he has incurred the following expenses:

- | | |
|---------------------------------|------------|
| (i) medical expenses | R10 000,00 |
| (ii) transport | R1 000,00 |
| (iii) private hospital expenses | R20 000,00 |

[C] In addition, your client informs you of the following:

- (i) he has suffered loss of earnings in the sum of R12 000,00
- (ii) he is now receiving a pension from the Commissioner for Compensation for Occupational Injuries and Diseases of R600,00 per month which has a capitalised value until his date of retirement of R50 000,00. The Commissioner has paid the past loss of earnings to your client and his medical, hospital and transport expenses.

Assume, for purposes of the following questions, that you have assessed the future loss of earnings and general damages of your client at R180 000,00 and R60 000,00 respectively. The Road Accident Fund settled the merits at 50% in favour of your client.

Having regard to the abovementioned facts, answer the following questions:

DEEL 1 : VRAAG 3
MOTORVOERTUIGONGELUKKE
[50]

PART 1 : QUESTION 3
MOTOR VEHICLE ACCIDENT CLAIMS
[50]

- 3.1.1** Bespreek die beginsels betrokke in die berekening van die bedrag van skade wat u kliënt behoort te ontvang van die Padongelukkefonds.
(3)
- 3.1.2** Sit uiteen en spesifiseer die bedrag wat onder elke onderafdeling van skade geëis sal word, en toon aan die aftrekkings wat gedoen moet word ten einde die finale bedrag waarop u kliënt geregtig is, te bereken.
(5)
- 3.1.3** U kliënt gee u opdrag om 'n dagvaarding uit te reik nadat die meriete geskik is. In welke hof sal u dagvaarding uitreik en hoekom?
(2)
- 3.1.4** Stel die besonderhede van vordering vir die kliënt op. [Neem kennis dat daar nie van u verwag word om die besonderhede van die beserings, of die gronde van nalatigheid, of die smeekbedes op te stel nie. Gebruik u eie feite vir enige noodsaaklike bewerings in die dagvaarding, maar u moet die toekenning van die Vergoedingskommissaris pleit].
(15)

VRAAG 3.2 [7]

Aanvaar dat u kliënt, J Bloggs, nie aan diens beseer is nie en dat hy u meedeel dat hy finansiële nood ervaar nadat hy die mediese en hospitaaluitgawes betaal het en dringend geld nodig. Dagvaarding is reeds uitgereik en beteken

- 3.2.1** Hoe sou u u kliënt adviseer?
(1)
- 3.2.2** Op welke stadium van die verrigtinge kan u voortgaan ingevolge u advies aan u kliënt?
(1)
- 3.2.3** Om voort te gaan ingevolge u advies aan die kliënt, mag u ditt nodig vind om 'n beëdigde verklaring op te stel. Sit uiteen welke bewerings nodig is kragtens die toepaslike Reëls ten einde 'n hof te oortuig dat u kliënt geregtig is op die regshulp aangevra.
(5)

- 3.1.1** Discuss the principles involved in arriving at the amount of damages that your client should receive from the Road Accident Fund.
(3)
- 3.1.2** Set out and specify the amount that will be claimed under each subhead of damages showing the deductions that have to be made in order to arrive at the final amount your client is entitled to receive.
(5)
- 3.1.3** Your client instructs you to issue a summons after the merits have been settled. In which court would you issue a summons, and why?
(2)
- 3.1.4** Draft the particulars of claim for your client. [Please note that you are not required to draft the details of the injuries, nor the acts of negligence or the prayers. Use your own facts for any necessary allegations not set out above, but you must plead the award of the Compensation Commissioner].
(15)

QUESTION 3.2 [7]

Assume that your client, J Bloggs, was not injured on duty and he tells you that having paid out his medical and hospital expenses, he is in dire financial straits and needs money immediately. Summons has been issued and served.

- 3.2.1** What advice would you give to your client?
(1)
- 3.2.2** At what stage of the proceedings can you proceed in terms of your advice to the client?
(1)
- 3.2.3** To proceed in accordance with your advice to client you may need to prepare an affidavit. State what you need to allege in terms of the applicable Rules in order to satisfy the court that your client is entitled to the relief claimed.
(5)

VRAAG 3.3 [18]

QUESTION 3.3 [18]

3.3.1 Welke gebeurlikhede (indien enige) moet in ag geneem word wanneer die kwantum van die verlies aan onderhoud van 'n weduwee en minderjarige kinders bereken word?

(3)

3.3.1 When assessing the quantum of the loss of support of a widow and minor children, what contingencies (if any) should be taken into account?

(3)

3.3.2 Wat is die algemene formule wat u sou toepas om die wyse waarop die oorledene se inkomste verdeel moet word, te bepaal wanneer die verlies aan onderhoud van 'n weduwee en minderjarige kinders bereken word?

(1)

3.3.2 What is the general formula that you would apply in calculating the manner in which the deceased's income should be apportioned in assessing the loss of support his widow and children have suffered?

(1)

3.3.3 Moet die opbrengs van enige pensioenvoordeel en versekeringspolisse wat 'n weduwee sal ontvang as gevolg van haar eggenote se afsterwe, in ag geneem word wanneer die verlies aan onderhoud bereken word? Motiveer u antwoord.

(2)

3.3.3 Must the proceeds of any pension benefits and insurance policies that a widow will be receiving as a result of her husband's death be taken into account when calculating the loss of support suffered? Motivate your answer.

(2)

3.3.4 Wat is die posisie met betrekking tot enige erfenis wat 'n weduwee en minderjarige kinders sal ontvang van die boedel van 'n oorledene? Sal so 'n erfenis die berekening van die verlies aan onderhoud beïnvloed en, indien wel, hoe?

(2)

3.3.4 What is the position regarding any inheritance that a widow and minor children will receive from the estate of a deceased? Will such inheritance affect your calculation of the loss of support and if so, in what manner?

(2)

3.3.5 Vir welk tydperk is minderjarige kinders geregtig om verlies aan onderhoud te eis?

(2)

3.3.5 For what period are minor children entitled to claim for loss of support?

(2)

3.3.6 Sit in puntvorm uiteen die bewerings wat gemaak moet word in die besonderhede van vordering met betrekking tot eise vir verlies aan onderhoud van 'n weduwee en minderjarige kinders.

(5)

3.3.6 In point form, set out the averments that must be made in the particulars of claim relating to the claims for loss of support of a widow and minor children.

(5)

3.3.7 Is die Fonds geregtig om 'n verdeling van nalatigheid op enige van die eise vir verlies aan onderhoud toe te pas waar 'n oorledene eweveel te blameer was vir die ongeluk wat lei tot sy dood? Motiveer u antwoord volledig.

(3)

3.3.7 Is the Fund entitled to apply an apportionment of liability to any of the claims for loss of support or effect any recovery where a deceased was equally to blame for the accident leading to his death? Fully motivate your answer.

(3)

VRAAG 4.1 [15]

U kliënt bots met 'n voetganger by 'n voetgangerkruising terwyl hysy motorvoertuig in 'n straat in die stad bestuur. Die voetganger sterf later vanweë die beserings wat in die botsing opgedoen is. By die ongelukstoneel merk 'n verkeersbeampte dat u kliënt onvas op sy voete is en besluit om 'n mediese persoon in te roep, welke persoon 'n bloedmonster uit u kliënt se liggaam onttrek. By ontleding word bevind dat die alkoholinhoud van sy bloed 0,12 gram per 100 milliliter bloed is.

Na konsultasie met u kliënt raai u hom aan om skuldig te pleit aan:

- (a) strafbare manslag en
- (b) bestuur van 'n motorvoertuig terwyl die alkoholinhoud van sy bloed die wettige perk van 0,08 gram per 100 milliliter oorskry het.

Stel u kliënt se verklaring op (met inbegrip van die opskrif) wat u ingevolge artikel 112(2) by die hof sal indien.

VRAAG 4.2 [10]

Nadat u verklaring aangaande die klagtes in 4.1 aanvaar is, vonnis die landdros u kliënt daarvolgens en u moet nou pleit vir vonnisversagting.

Skep self u kliënt se omstandighede en sit kortliks uiteen wat u die hof sal versoek om in ag te neem by die oplegging van 'n gepaste vonnis. By die voorbereiding van u betoog, moet u die argumente wat die aanklaer sal opper ter verswaring van vonnis in gedagte hou en in afwagting, hulle in u betoog hanteer.

VRAAG 4.3 [17]

U kliënt, C, verskyn in die Streekhof as 'n beskuldigde wat aangekla word op een klag van gewapende roof. Tydens die verhoor gebeur die volgende.

- (a) 'n Veiligheidswag getuig dat hy gesien het hoe C die kassier met 'n vuurwapen dreig en R500,00 uit die kasregister verwyder. Voor hy getuieis lewer, het die wag geweier om die eed af te lê en gesê dat hy nie aanvaar dat die eed bindend op sy gewete is nie. Hy bevestig dat hy eerlik sal getuig.
- (b) Die landdros laat 'n skuldbekentenis, waarin C erken dat hy aan die rooftog deelgeneem het, toe as

QUESTION 4.1 [15]

Your client, while driving his motor vehicle in a street in the city, collides with a pedestrian at a pedestrian crossing. The pedestrian later dies of the injuries sustained in the collision. At the scene of the collision a traffic officer notices that your client is unstable on his feet and decides to call in a medical person who draws a blood sample from your client's body. On analysis it is found that the alcohol content of his blood was 0,12 grams per 100 millilitres of blood.

After consultation with your client you advise him to plead guilty to:

- (a) culpable homicide and
- (b) driving a vehicle while the alcohol content of his blood exceeded the legal limit of 0.08 grams per 100 millilitres.

Draw your client's statement (including the heading), in terms of Section 112(2) which you will hand in to court

QUESTION 4.2 [10]

The magistrate, having accepted your statement on the charges in 4.1, convicts your client accordingly and you now have to plead in mitigation of sentence.

Create your client's circumstances and briefly set out what you will request the court to take into consideration in passing an appropriate sentence. In preparing your address bear in mind the arguments the prosecutor will raise in aggravation of sentence and, in anticipation, deal with these in your address.

QUESTION 4.3 [17]

Your client, C, appears as an accused in the Regional Court charged with one count of armed robbery. During the course of the trial the following occurs.

- (a) A security guard testifies that he saw C threaten the teller with a fire-arm and remove R500.00 from the till. Prior to his giving evidence the guard refused to be sworn in and stated that he did not accept the oath to be binding on his conscience. He affirms that he will testify truthfully.
- (b) A confession, in which C admits that he took part in the robbery, was admitted as evidence by the

| | |
|--|--|
| <p>getuienis. C getuig dat die ondersoekbeampte hom aangerand het voordat hy die skuldbekentenis afgelê het en 'n mediese dokter bevestig dat daar verskeie kneusplekke aan C se liggaam was toe hy kort nadat die skulderkentenis gedoen is, ondersoek is.</p> | <p>magistrate. C testified to the effect that he had been assaulted by the investigating officer prior to making the confession and a medical doctor confirmed that various bruises were found on C's body when he was examined shortly after the confession was made.</p> |
| <p>(c) Gedurende C se hoofgetuienis prewel die landdros hoorbaar "slegs 'n idioot sal dit glo". In sy uitspraak verwerp die landdros C se ontkenning dat hy die roof gepleeg het, as vals.</p> | <p>(c) During C's evidence-in-chief the magistrate was heard to mutter "only an idiot would believe this". In his judgment the magistrate rejected C's denial of having committed the robbery as being false.</p> |
| <p>(d) 'n Getuie, Slabbert, sê dat toe hy die bank inkom, 'n persoon met 'n tas in sy hand, by hom verby gehardloop het. By 'n uitkenningssparade wys hy C uit as dieselfde persoon. Tydens kruisverhoor erken hy dat hy, die dag voor die uitkenningssparade, 'n foto van C in die plaaslike koerant gesien het, waarin gemeld is "hierdie man kan die Polisie met hulle ondersoek help". Hy meld verder dat hy die ondersoekbeampte hieroor ingelig het voordat die uitkenningssparade plaasgevind het. Die hof aanvaar egter Slabbert se getuienis dat C die persoon is wat hy die bank sien verlaat het.</p> | <p>(d) A witness, Slabbert, states that while he was entering the bank a person carrying a suitcase ran past him. At an identification parade he pointed out C as being the same person. During cross-examination he conceded that the day before the identification parade was held he saw a photograph of C in the local newspaper wherein it was stated that "this man can help the Police in their investigations". He furthermore stated that he had advised the investigating officer accordingly prior to the identification parade being held. The court accepted Slabbert's evidence that C was the same person he had seen leaving the bank.</p> |
| <p>(e) C en sy vriendin se getuienis tot dien effekte dat C in haar geselskap was ten tyde van die roof, word deur die hof verwerp ten spyte daarvan dat die staatsaanklaer geen kraak daarin kon bewerkstellig nie.</p> | <p>(e) The evidence of C and that of his girlfriend to the effect that C was in her company at the time of the robbery was rejected by the court despite the prosecutor being unable to make any inroads into their testimony.</p> |
| <p>Nadat C, 'n 59 jaar oue eerste oortreder, wat tot die dag van die rooftog 'n voorbeeldige lewe gelei het, skuldig bevind is aan gewapende roof, word hy tot tien jaar tronkstraf gevonniss.</p> | <p>After being convicted of armed robbery C, 59 years of age and a first offender who had led an exemplary life until the date of the robbery, is sentenced to ten years imprisonment.</p> |
| <p>4.3.1 Stel die Kennisgewing van Appèl ten aansien van skuldigbevinding en vonnis, met inbegrip van die opskrif, op. (12)</p> | <p>4.3.1 Draw a Notice of Appeal on conviction and sentence, including the heading. (12)</p> |
| <p>4.3.2 Watter ander dokument moet die Kennisgewing van Appèl vergesel? (1)</p> | <p>4.3.2 What other document must accompany the Notice of Appeal? (1)</p> |
| <p>4.3.3 Binne welke tydperk nadat vonnis gefel is, moet die dokumente ingedien word en aan wie? (2)</p> | <p>4.3.3 Within what period of time subsequent to being sentenced are the documents to be lodged and with whom? (2)</p> |
| <p>4.3.4 Watter stap is u verplig om te doen indien die tydperk waarna in 4.3.3 verwys word, verstryk het en watter dokumentasie sal nodig wees? (2)</p> | <p>4.3.4 What step would you be obliged to take if the period referred to in 4.3.3 has expired and what documentation will be required? (2)</p> |

VRAAG 4.4 [2]

U kliënt is aangekla ingevolge die toepaslike regulasies ten aansien van wreedheid teenoor diere en daar word beweer dat hy sy bure se foksterrier gesteeke het. Tydens u konsultasie met hom by die hofselle, deel hy u mee dat die hond met volmaan in 'n weerwolf verander en die buurt terroriseer. Hy het 'n houtpen deur die hond se hart gesteeke om 'n einde aan hierdie gebeure te maak. **Wat sal u by die volgende verhoor doen?**

VRAAG 4.5 [6]

U ontvang opdrag van die ouers van 'n vyftienjarige ongesofistikeerde, ongeletterde seun, wat skuldig gepleit het op 'n klag van diefstal van 'n fiets en skuldig bevind is. Die saak is vir vonnisoplegging uitgestel. By die konsultasie met die seun kom die volgende feite na vore.

Sy vriend, die klaer, het hom R15,00 geskuld en geweier om dit terug te betaal ten spyte van talle versoeke. Die klaer het sy fiets buitekant 'n winkel parkeer en die winkel binnegegaan om iets te koop. U kliënt het die fiets gevat en terwyl hy weggery het aan die klaer geskree dat hy, die klaer, sy fiets kan terugkry sodra hy die R15,00 terug betaal. Dit is duidelik dat u kliënt die fiets bloot as sekerheidstelling vir die skuld wou hou.

Uit die hofrekord blyk dit dat u kliënt skuldig gepleit het en die volgende vrae en antwoorde deur die landdros aangestip is:

"Is dit korrek dat jy skuldig pleit op hierdie aanklag?" - "Ja"
"Het jy op 10 Julie 1998 die klaer se fiets voor die Flamingokafee gevat?" - "Ja"
"Het jy geweet dat dit die klaer se fiets is?" - "Ja"

"Het die klaer of enige iemand anders jou toestemming gegee om die fiets te vat?" - "Nee"

U kliënt is skuldig bevind en die saak is vir vonnisoplegging uitgestel.

4.5.1 Is die landdros se ondervraging voldoende om 'n skuldigbevinding te vestig? Indien nie, in welke aspekte skiet dit tekort? (3)

4.5.2 As die pleit van skuldig foutief was, welke prosedure moet gevolg word om die situasie reg te stel wanneer die saak voortgaan? (3)

QUESTION 4.4 [2]

Your client has been charged under the relevant regulations relating to cruelty to an animal, it being alleged that he stabbed his neighbour's fox-terrier. On consulting with him at the court cells he tells you that at full moon the animal changes into a werewolf and terrorises the neighbourhood. He drove a wooden spike through the dog's heart to put an end to these events. **What will you do at the next hearing?**

QUESTION 4.5 [6]

You receive instructions from the parents of a fifteen-year old unsophisticated, illiterate youth who has pleaded guilty to and been convicted of theft of a bicycle. The case has been postponed for sentence. On consulting with the youth the following facts emerge.

His friend, the complainant, owed him R15,00 which he refused to repay to your client despite various requests. The complainant parked his bicycle outside a shop and entered the shop to effect purchases. Your client took the bicycle and while he was riding away shouted to the complainant that he, the complainant, could get his bicycle back once the R15,00 had been repaid. It is apparent that your client only wished to retain the bicycle as security for the debt.

On perusal of the court record it appears that your client has pleaded guilty and that the following questions and answers were noted by the magistrate:

"Is it correct that you plead guilty to the charge?" - "Yes"
"Did you on the 10th of July 1998 take the complainant's bicycle from in front of Flamingo Cafe?" - "Yes"
"Did you know that the bicycle belonged to the complainant?" - "Yes"
"Did the complainant or any other person give you the right to take the bicycle?" - "No"

A conviction followed and the matter was postponed for sentence.

4.5.1 Is the questioning of the magistrate sufficient to found a conviction? If not, in what aspects is it defective? (3)

4.5.2 In the event of the plea of guilty being defective what procedure would one follow in order to rectify the position when the matter resumes? (3)

PROKUREURSEKSAMEN

DEEL 2 BOEDELS

18 AUGUSTUS 1999

08:30-10:30

Totaal: [100]

1. Kandidate moet al die vrae beantwoord.
2. Die vrae mag in Afrikaans of Engels beantwoord word.
3. Kandidate moet daarop let dat punte vir goeie opstelwerk toegeken word.
4. Waar nodig, moet kandidate hulle eie feite versin.
5. Skryf asseblief slegs op die regterkantse bladsye.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling in hierdie deel ingeroep as 50% en meer behaal is nie. Indien 'n kandidaat minder as 40% behaal sal hy/sy nie kwalifiseer vir 'n mondeling nie en sal hierdie deel druip.

ATTORNEYS' EXAMINATION

PART 2 ESTATES

18 AUGUST 1999

08:30-10:30

Total: [100]

1. Candidates must answer all the questions.
2. The questions may be answered in English or Afrikaans.
3. Candidates must remember that marks are awarded for good draftsmanship.
4. Candidates must invent their own facts wherever necessary.
5. Please write only on the right-hand pages.
6. Except if a special reason exists, a candidate will not be required to do an oral in this part if 50% or more is attained. If a candidate achieves less than 40% he/she will not qualify for an oral and will have failed this part.

VRAAG 1 [8]

H se testamente, gedateer 10 Junie 1994 en 20 Mei 1998, is in u besit. H se eggenote stel u van sy dood in kennis en sy onderteken die nodige dokumente wat u in staat stel om die boedel aan te meld.

Skryf die brief aan die Meester waarin u hom versoek om die eksekuteur aan te stel.

VRAAG 2 [21]

A en B, met mekaar getroud binne gemeenskap van goed, skei op 1 Mei 1998. A trou met C buite gemeenskap van goed op 1 Junie 1998 en sterf 'n maand later in 'n motorbotsing. C het A se kind verag ten tye van A se dood.

A het in 1997 'n testament verly wat voorsiening maak vir 'n bemaking aan 'n tierjarige kind gebore uit A se huwelik met B. Die restant van A se boedel word aan B nagelaat.

2.1 Hoe sal A se boedel verdeel word en welke onderhoudseise mag teen sy boedel ingestel word? (12)

2.2 Sal u antwoord verskil indien A op 20 Desember 1998 oorlede is? Indien wel, verduidelik waarom. (9)

VRAAG 3 [56]

A wat buite gemeenskap van goed getroud was, sterf testaat en laat die volgende bates na:

Onroerende eiendom R3 000 000,00

Roerende bates R100 000,00

Eise ten gunste van die boedel ingevorder R3 000 000,00

Administrasiekoste en eise teen die boedel R350 000,00
(spesifiseer slegs die eksekuteursloon en Meestersgelde)

Die opbrengs van polis no 89754 (Sanlam) R100 000,00
is aan die nagelate eggenote as benoemde begunstigde uitbetaal

Die oorledene beskik in sy testament oor sy boedel as volg:

Spesiale bemaking aan sy eggenote B R500 000,00

Legaat aan die Kankervereniging R100 000,00

QUESTION 1 [8]

You hold H's wills dated 10 June 1994 and 20 May 1998. H's spouse advises you of his death and signs the requisite documents to enable you to report the estate.

Draft the letter to the Master to obtain the appointment of the executor.

QUESTION 2 [21]

A and B, married to each other in community of property, were divorced on 1 May 1998. A married C out of community of property, on 1 June 1998 and then was killed in a car accident a month later. C was pregnant with A's child at the time of A's death.

A had executed a will in 1997 which provided for a legacy to a 10 year old child born out of the marriage to B. The residue of A's estate is left to B.

2.1 How will A's estate be distributed and what claims for maintenance may lie against the estate? (12)

2.2 If A had died on 20 December 1998 would your answer be different? If so, explain why. (9)

QUESTION 3 [56]

A was married out of community of property and died testate leaving the following assets:

Immovable property R3 000 000,00

Movable assets R100 000,00

Claims in favour of the estate collected R3 000 000,00

Liabilities and administration expenses R350 000,00
(specify only the executor's remuneration and Master's fees)

The proceeds of policy No 89754 (Sanlam) R100 000,00
was paid to the surviving spouse as nominated beneficiary

The deceased bequeathed his estate as follows:

Special bequest to wife B R500 000,00

Legacy to Cancer Association R100 000,00

Die restant aan sy twee mondige seuns C en D in gelyke dele.

The residue to his two major sons C and D in equal shares.

Stel die volgende afdelings van die likwidasië- en distribusierekening op, gedagtig aan die vereistes van regulasie 5 tot die Boedelwet.

Prepare the following sections of the liquidation and distribution account bearing in mind the requirements of regulation 5 of the Estates Act.

- 3.1 Die opskrif. (8)
- 3.2 Die likwidasierekening. (18)
- 3.3 Die rekapitalasie-opgawe (4)
- 3.4 Die distribusierekening. (9)
- 3.5 Die boedelbelastingaddendum. (9)
- 3.6 Die eksekuteur se sertifikaat. (8)

- 3.1 Heading. (8)
- 3.2 Liquidation account. (18)
- 3.3 Recapitulation statement. (4)
- 3.4 Distribution account. (9)
- 3.5 Estate duty addendum. (9)
- 3.6 Executor's certificate (8)

VRAAG 4 [7]

QUESTION 4 [7]

'n Kliënt oorhandig aan u die testament van sy vader wat onlangs oorlede is. Die dokument beslaan ses bladsye. Die testateur en twee getuies het elke bladsy onderteken behalwe die derde bladsy waarop die testateur se handtekening ontbreek. Die kliënt vra u advies omtrent die geldigheid van die testament. Hoe sal u u kliënt adviseer?

A client hands you the will of his late father, recently deceased. The document consists of six pages and the testator and two witnesses had signed on every page except on the third page, where the testator had failed to sign. The client asks you for advice on the validity of the will. **What will you advise your client?**

VRAAG 5 [8]

QUESTION 5 [8]

U word geraadpleeg deur die nagelate eggenote van 'n man wat pas oorlede is. Sy deel u mee dat haar man definitief 'n testament nagelaat het waarin sy en hulle twee minderjarige kinders die enigste bevoorreedes is, maar dat sy die oorspronklike testament, wat op 'n bepaalde plek in die huis gebêre was, gladnie kan opspoor nie. Sy het ook tevergeefs by die bank en die familieprokureur navraag gedoen. Al wat sy uiteindelik in 'n laai van die oorledene se skryftafel kon opdiep, was 'n fotokopie van die getekende testament.

You are consulted by a surviving spouse regarding the will of her recently deceased husband. She tells you that he definitely left a will in terms of which she and their two minor children are the only beneficiaries, but that the will, which had been kept in a particular place in the house, cannot be found. She made enquiries at the bank and the family attorney, without success. All that could ultimately be found in a drawer of the deceased's desk, was a photocopy of the signed will.

Kan die fotokopie as 'n geldige testament verklaar word en indien wel, watter stappe moet in dié verband gedoen word en watter bewyslas moet gekwyd word?

Can the copy be declared a valid will and, if so, what steps must be taken and what must be proved to the court in this regard?

PROKUREURSEKSAMEN

DEEL 3 PROKUREURSPRAKTYK

18 AUGUSTUS 1999

11:30-13:30

Totaal: [100]

1. Kandidate moet al die vrae beantwoord.
2. Die vrae mag in Afrikaans of Engels beantwoord word.
3. Kandidate moet daarop let dat punte vir goeie opstelwerk toegeken word.
4. Waar nodig, moet kandidate hulle eie feite versin.
5. Skryf asseblief slegs op die regterkantse bladsye.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling in hierdie deel ingeroep as 50% en meer behaal is nie. Indien 'n kandidaat minder as 40% behaal sal hy/sy nie kwalifiseer vir 'n mondeling nie en sal hierdie deel druip.

ATTORNEYS' EXAMINATION

PART 3 ATTORNEY'S PRACTICE

18 AUGUST 1999

11:30-13:30

Total: [100]

1. Candidates must answer all the questions.
2. The questions may be answered in English or Afrikaans.
3. Candidates must remember that marks are awarded for good draftsmanship.
4. Candidates must invent their own facts wherever necessary.
5. Please write only on the right-hand pages.
6. Except if a special reason exists, a candidate will not be required to do an oral in this part if 50% or more is attained. If a candidate achieves less than 40% he/she will not qualify for an oral and will have failed this part.

VRAAG 1 [30]

1.1 ABC Beleggings BK verkoop 'n meenthuis aan Johan Koper. Die partye kom ooreen dat Koper 'n deposito van R20 000,00 sal betaal en die balans van R180 000,00 wanneer oordrag van die eiendom op naam van Koper geregistreer word. Die besturende lid van die beslote korporasie (mnr Manager) en Johan Koper gee u opdrag om 'n koopkontrak op te stel.

Welke punte wat in die kontrak vervat moet word, moet u met die partye bespreek? Noem hulle sonder om in besonderhede daarop in te gaan.
(14)

1.2 Nadat u die kontrak in konsepvorm voorberei het, maak die partye 'n afspraak met u om die kontrak te finaliseer. Mnr Manager is nie tevrede met die feit dat die verkoper agentkommissie moet betaal nie aangesien Johan Koper hom meegedeel het dat hy gereageer het op 'n advertensie wat Manager self in die plaaslike koerant geplaas het.

Hoe sou u die klousule formuleer ten einde die verkoper tevrede te stel?
(4)

1.3 Die koper het nie genoeg fondse beskikbaar om die balanskoopsom te finansier nie. Hy moet eers sy erf by die see verkoop vir ten minste R100 000,00 en 'n lening vir ten minste R80 000,00 bekom. Johan Koper beoog om 'n lening te bekom vir 'n tydperk van 20 jaar met die eiendom as sekuriteit en 'n rentekoers van nie meer as 22,5% per jaar nie. Die verkoper is besorg oor die feit dat die transaksie te lank kan sloer.

Stel die klousule in die kontrak op om vir hierdie situasie voorsiening te maak.
(12)

VRAAG 2 [15]

U tree op namens B Bank Beperk wat die Borgakte wat hieronder uiteengesit is, aan u oorhandig en versoek dat u skriftelik advies gee oor die geldigheid en/of afdwingbaarheid daarvan.

QUESTION 1 [30]

1.1 ABC Investments CC sells a cluster house to Johan Koper. The parties agree that Koper will pay a deposit of R20 000,00 and the balance of R180 000,00 when transfer of the property is registered in his name. The managing member of the close corporation (Mr Manager) and Johan Koper instruct you to draft the deed of sale.

Which points that should appear in the contract must you discuss with the parties? State them without going into detail.
(14)

1.2 After you have prepared the contract in draft form, the parties meet with you to finalise the contract. Mr Manager is not satisfied with the fact that seller must pay agent's commission as Johan Koper has told him that he reacted to an advertisement placed by Manager in the local newspaper.

How will you formulate the clause to satisfy the seller?
(4)

1.3 Koper has not got enough funds in hand to finance the balance of the purchase price. He first has to sell his plot at the seaside for at least R100 000,00 and to obtain a loan for at least R80 000,00. Johan Koper intends obtaining a loan for a period of 20 years with the property as security and at a interest rate of not more than 22,5% per annum. The seller is concerned that the transaction may take a long time to finalise.

Draft the clause in the contract to provide for this situation.
(12)

QUESTION 2 [15]

You act on behalf of B Bank Limited who hands you the Deed of Suretyship set out hereunder and requests your written advice as to its validity and/or enforceability.

BORGAKTE

Ons, die ondergetekendes,

1.

Mary Smith getroud binne gemeenskap van goed met John Smith; en

2.

Pete Jones getroud buite gemeenskap van goed

verbind onself as borge aan

B BANK BEPERK
("die krediteur")

kragtens die terme en voorwaardes hieronder uiteengesit.

1. BORGSTELLINGSONDERNEMING

Ons verbind onself aan die krediteur, gesamentlik en afsonderlik, as mede-borgstellers vir en medehoofskuldenaars tesame met, Smith & Jones BK CK No 98/100/23 ("die skuldenaar") ten opsigte van die skuldenaar se verpligtinge as huurder aan die krediteur as verhuurder ooreenkomstig die huurkontrak wat hierby aangeheg is as Aanhangsel A.

2. KREDITEUR SE VERHALINGSREG

2.1 Die krediteur mag, sonder benadeling van sy regte kragtens hierdie borgakte,

2.1.1 Instem tot enige wysiging van die huurooreenkoms;

2.1.2 Enige kompromie met die skuldenaar aangaan of aan hom enige verlenging van tyd, verslapping of toegewing toestaan;

2.1.3 Enige ander borg- of sekuriteitstelling uitgereik aangaande die skuldenaar se verskuldigheid vryskeld;

2.1.4 Regsaksies instel teen die skuldenaar sonder voorafkennisgewing aan ons van die skuldenaar se wanprestasie of sy (die krediteur se) bedoeling om aksie in te stel.

DEED OF SURETYSHIP

We the undersigned,

1.

Mary Smith married in community of property to John Smith; and

2.

Pete Jones married out of community of property

bind ourselves as sureties to

B BANK LIMITED
("the creditor")

on the terms and conditions set out below.

1. SURETYSHIP UNDERTAKING

We bind ourselves to the creditor, jointly and severally, as co-sureties for and co-principal debtors with, Smith & Jones CC CK No 98/100/23 ("the debtor") in respect of the debtors obligations as lessee to the creditor as lessor in terms of the lease agreement which is annexed hereto marked "A".

2. CREDITOR'S RIGHT OF RECOVERY

2.1 The creditor may, without prejudice to its rights under this deed of suretyship,

2.1.1 Agree to any variation of the lease;

2.1.2 Make any compromise with the debtor or grant to it any extension of time, relaxation, or indulgence;

2.1.3 Release any other surety or security given in respect of the debtor's indebtedness;

2.1.4 Institute legal proceedings against the debtor without prior notice to us of the debtor's default or its (the creditor's) intention to take proceedings.

3. BEWYS VAN SKULDENAARSE AANSPREKLIKHEID

- 3.1 Enige erkenning van verskuldigheid deur die skuldenaar sal bindend op ons wees.
- 3.2 'n Sertifikaat onderteken deur enige direkteur (wie se magtiging nie bewys hoef te word nie) van die skuldenaar wat die bedrag verskuldig aantoon, sal
- 3.2.1 prima facie bewys van die verskuldigde bedrag wees; en
- 3.2.2 bindend op ons (tensy ons dit foutief bewys) wees in enig aksie ingestel teen ons deur die krediteur vir uitspraak of voorlopige vonnis.

4. GEEN WYSGING/BEËINDIGING TENSY SKRIFTELIK

Geen wysiging of beëindiging van hierdie borgstelling sal afdwingbaar of van toepassing wees nie, tensy dit skriftelik en deur die krediteur onderteken is.

GETEKEN te op van 19.....

AS GETUIES

- | | | |
|----|-----------------|---------------------------------------|
| 1. | Geteken M Twain | Geteken deur Mary Smith MARY SMITH |
| 2. | Geteken C Lewis | PETE JONES |

Stel die skriftelike opinie vir u kliënt op.

VRAAG 3 [25]

Nadat die rentekoers op huislenings gestyg het, leen u kliënt 'n bedrag van R200 000,00 by sy vriend met die uitsluitlike doel om dit op sy huislening af te betaal. Hy betaal sy vriend 4% minder rente as wat hy aan die bank moet betaal. Hierdie rente word maandeliks terugwerkend betaal. Hy verskaf geen sekuriteit vir die terugbetaling van die lening nie. Hy gee u opdrag om 'n dokument op te stel om beide partye se belange te beskerm.

- 3.1 Adviseer u kliënt oor die moontlike formaat van sodanige dokument en gee kortliks redes vir u advies.**

(5)

3. PROOF OF DEBTOR'S LIABILITY

- 3.1 Any admission, or acknowledgment of indebtedness, by the debtor will be binding on us.
- 3.2 A certificate signed by any director (whose authority need not be proved) of the creditor showing the amount of our indebtedness to it at the date of that certificate, will be
- 3.2.1 prima facie evidence of the amount of the indebtedness; and
- 3.2.2 binding on us (unless we prove it incorrect) in any proceedings instituted against us by the creditor for judgment or provisional sentence.

4. NO VARIATION/TERMINATION EXCEPT IN WRITING

No termination or variation of this suretyship will be of any force and effect unless it is recorded in writing and signed by the creditor.

SIGNED at.....on.....of.....19.....

AS WITNESSES

- | | | |
|----|----------------|------------------------------------|
| 1. | Signed M Twain | Signed by Mary Smith MARY SMITH |
| 2. | Signed C Lewis | PETE JONES |

Draft the written opinion to your client.

QUESTION 3 [25]

After the interest rate on home loans have risen, your client borrows an amount of R200 000,00 from his friend with the sole intention to pay off his home loan. He pays his friend 4% less interest than he would have to pay the bank. This interest is paid every month retrospectively. He does not provide any security for the repayment of the loan. He instructs you to draft a document to protect the interests of both parties.

- 3.1 Advise your client on the possible format of such document and succinctly motivate your advice.**

(5)

3.2 Stel die klousules op wat met die volgende bedinge handel:

- 3.2.1 Die leen van die geld en die aanwending daarvan.
- 3.2.2 Die rente.
- 3.2.3 Die terugbetaling van rente en kapitaal.
- 3.2.4 Wanprestasie en remedies.

Versin u eie feite waar nodig.

(20)

VRAAG 4 [10]

'n Motorvoertuigongeluk vind op 1 Junie 1995 plaas. Klaer "P" in die saak stel aksie in teen verweerder "A" vir skade aan sy motorvoertuig. "A" voeg "B" as 'n tweede verweerder by met die bewering dat "B" bydraend nalatig was. Die hof verdeel nalatigheid tussen "A" en "B" op 'n verhouding van 60/40.

Uitspraak word op 2 Julie 1998 gelewer. "A" soos hy verplig is om te doen, vergoed "P" ten volle vir sy skade en stel aksie in teen "B" vir sy bydrae van 40%. "B" spreek u oor hierdie eis.

4.1 Sal u "B" aanraai om "A" se eis te betaal? (2)

4.2 Adviseer "B" oor die bepalings wat van toepassing sal wees rakende die verjaring van "A" se eis teen "B". (8)

VRAAG 5 [20]

5.1 Waarom is werkwerwing ("touting") onprofessioneel? (3)

5.2 Mag 'n prokureur 'n onderhoud voer met 'n getuie wat deur die teenkant gesubpoena is as hy glo dat die getuie in besit is van getuienis wat betrekking het op sy kliënt se saak? Watter prosedure sal u volg? (3)

5.3 Is dit oneties om 'n persoon te verdedig wat na u mening skuldig is? Motiveer u antwoord. (4)

3.2 Draft the clauses dealing with the following:

- 3.2.1 The borrowing of the money and the application thereof.
- 3.2.2 The interest.
- 3.2.3 The repayment of capital and interest.
- 3.2.4 Failure and remedies.

Use your own facts where necessary.

(20)

QUESTION 4 [10]

A motor vehicle collision occurred on 1 June 1995. Plaintiff "P" in the matter sued defendant "A" for the damages to his motor vehicle. "A" joins "B" as a second defendant during 1997, alleging that "B" was contributorily negligent. The court apportions negligence between "A" and "B" in a 60/40 ratio.

Judgment is delivered on 2 July 1998. "A" as he is obliged to do, compensates "P" in full for his damages and sues "B" for his 40% contribution. "B" consults you regarding this claim.

4.1 Will you advise "B" to settle "A"'s claim? (2)

4.2 Advise "B" on the provisions which will apply in respect of the prescription of "A"'s claim against "B". (8)

QUESTION 5 [20]

5.1 Why is touting for work unprofessional? (3)

5.2 May an attorney interview a witness who has been subpoenaed by the other side where he believes the witness is in possession of evidence relevant to his client's case? What procedure would you follow? (3)

5.3 Is it unethical to defend a person whom you believe to be guilty? Motivate your answer. (4)

5.4 Vir watter doel is die Getrouheidswaarborgfonds gestig?

(3)

5.5 Verduidelik die betekenis van:

5.5.1 pro amico optrede. (2)

5.5.2 optrede op 'n gebeurlikheidsgrondslag. (2)

5.5.3 optrede op 'n grondslag van geen foie betaalbaar vir werknemers van 'n gewaardeerde kliënt. (3)

5.4 What is the purpose for which the Fidelity Fund was established?

(3)

5.5 Explain the meaning of acting:

5.5.1 pro amico. (2)

5.5.2 on a contingency basis. (2)

5.5.3 on a no charge basis for employees of a respected client. (3)

PROKUREURSEKSAMEN

DEEL 4 BOEKHOU

18 AUGUSTUS 1999

14:30-16:30

Totaal: [100]

1. Die vrae mag in Afrikaans of Engels beantwoord word.
2. Kandidate mag sakrekenaars gebruik.
3. By beantwoording van vrae moet die betrokke inskrywings duidelik geïdentifiseer, omskryf en uiteengesit word.
4. Afsonderlike besigheids- en trustkasboeke, asook kliëntegrootboekrekeninge moet geopen word en moet nie gekombineer word nie. Joernalinskrywings moet behoorlik beskryf en geïdentifiseer word.
5. Skryf asseblief slegs op die regterkantse bladsye.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling in hierdie deel ingeroep as 50% en meer behaal is nie. Indien 'n kandidaat minder as 40% behaal sal hy/sy nie kwalifiseer vir 'n mondeling nie en sal hierdie deel druip.

ATTORNEYS' EXAMINATION

PART 4 BOOKKEEPING

18 AUGUST 1999

14:30-16:30

Total: [100]

1. The questions may be answered in English or Afrikaans.
2. Candidates may use calculators.
3. In answering the questions you should ensure that the relevant entries are clearly identified, narrated detailed.
4. Separate business and trust cash books and clients' ledger accounts must be opened and are not to be combined. Journal entries must be properly identified and narrated.
5. Please write only on the right-hand pages.
6. Except if a special reason exists, a candidate will not be required to do an oral in this part if 50% or more is attained. If a candidate achieves less than 40% he/she will not qualify for an oral and will have failed this part.

VRAAG 1 [70]

Op 30 Junie 1999 was u kasboeksaldo R150 000,00 en u artikel 78(2)A-saldo was R100 000,00 namens u kliënt, mev Jones. Op dieselfde datum het u besigheidskasboek 'n oortrekking van R28 000,00 getoon.

Gedurende Julie 1999 vind die volgende plaas.

- Julie 1 Mev Jones gee u opdrag om R50 000,00 van haar geld te belê in ABSA Bank-aandele op die JEB. U ontvang R5 000,00 rente op die artikel 78(2)A-belegging.
- 2 U ontvang R100 000,00 van mnr Clark met instruksies om dit in trust te hou tot verdere opdrag. U belê R75 000,00 in 'n artikel 78(2)(a)-belegging by ABSA Bank.
- 4 U verteenwoordig ABC Maatskappy in 'n hooggeregshofappêl. U kliënt, die appellant, is versoek om sekuriteit van R50 000,00 te voorsien. Die Maatskappy betaal R50 000,00 aan u om in trust te hou en wat ten voordeel van u kliënt belê moet word. U belê dit by die NBS.
- 5 U betaal R10 000,00 advokaatsfooie wat uitstaande is vir meer as 90 dae namens ABC Maatskappy vir die appêlsaak.
- 6 Mnr Clark koop 'n eiendom vir R500 000,00 en u word aangestel as transportbesorger. Die koopprys is betaalbaar as volg: R100 000,00 onmiddellik as deposito en R400 000,00 gesekureer deur 'n bankwaarborg. Mnr Clark gee u opdrag om die R100 000,00 wat hy op 2 Julie aan u betaal het, hiervoor te benut.
- Hy gee u opdrag om die R100 000,00 by Investec te belê vir sy voordeel hangende die oordrag - die rente moet afgetrek word van u fooi van R5 000,00. Hy betaal u R2 000,00 kontant vir hereregte. U ontvang R1 000,00 rente op die belegging van R75 000,00.
- 8 U ontvang opdrag van u korrespondente, Stevens & Kie, om dagvaarding uit te reik namens OK Bazaars teen XYZ Tyre Maatskappy vir R75 000,00. U reik die dagvaarding uit en debiteer u fooi van

QUESTION 1 [70]

On 30 June 1999 your trust cash book balance was R150 000,00 and your section 78(2)A balance was R100 000,00, on behalf of client Mrs Jones. On the same date your business cash book reflected an overdraft of R28 000,00

The following takes place during July 1999

- July 1 Mrs Jones instructs you to invest R50 000,00 of her monies with you in ABSA Bank shares on the JSE. You receive R5 000,00 as interest on the section 78(2)A investment.
- 2 You receive R100 000,00 from Mr Clark with instructions to hold it in trust pending further instructions. You invest R75 000,00 in a 78(2)(a) investment with ABSA Bank.
- 4 You represent ABC Company in a High Court appeal. Your client, the appellant has been requested to give security for R50 000,00. The Company pays you R50 000,00 to be held in trust and invested for the benefit of your client. You invest this with the NBS.
- 5 You pay R10 000,00 to counsel in respect of fees outstanding for more than 90 days, on behalf of ABC Company in the appeal matter.
- 6 Mr Clark purchases a property for R500 000,00. You are appointed as conveyancer. The purchase price is payable as follows: R100 000,00 deposit immediately and R400 000,00 secured by a bank guarantee. Mr Clark instructs you to utilise the R100 000,00 that he paid you on 2 July.
- He instructs you to invest the R100 000,00 with Investec for his benefit pending transfer - the interest to be set off against your fee of R5 000,00. He pays you R2 000,00 cash for transfer duty. You receive R1 000,00 as interest on the R75 000,00 investment.
- 8 You receive instructions from your correspondents, Stevens & Co, to issue summons on behalf of OK Bazaars against XYZ Tyre Company for R75 000,00. You issue summons and debit a fee of R500,00

R500,00 plus R70,00 vir inkomsteseëls. U betaal die balju R375,00 vir die betekening van die dagvaarding. U het ingestem tot 'n 20%-toelaag.

- 12 XYZ Tyre Maatskappy betaal u R40 000,00.
- 14 U verreken aan Stevens & Kie.
- 15 U betaal hereregte van R2 000,00 vir mnr Clark.
- 20 Clark se oordrag word geregistreer. U ontvang R5 020,00 aan rente. U verreken aan mnr Clark en betaal mnr Verkoper R100 000,00.
- 22 Mnr Crook betaal u R5 000,00 kontant as 'n deposito in 'n strafsak. U doen 'n borgtoegaansoek en betaal R3 000,00 borg en debiteer fooie ten bedrae van R1 500,00.
- 24 U betaal Wesbank R1 500,00 vir bruikhuur van kantoortoerusting, R2 000,00 vir u motorbruikhuur en R5 000,00 vir u persoonlike verbandafbetaling.
- 27 U skiet 'n bedrag van R5 000,00 voor aan u sekretaresse as 'n persoonlike lening teen 2% rente per maand. Sy betaal R100,00 vooruit ten opsigte van rente.
- 28 U betaal R1 000,00 aan die Prokureursorde vir u jaarlikse lidmaatskap.
- 30 Mev Jones verkoop haar aandele in ABSA Bank en u ontvang die opbrengs van R56 000,00 om in trust te hou.

Skryf die voorgaande transaksies in AL u rekeningkundige boeke in en balanseer u kasboeke soos op 31 Julie 1999.

U moet oordragte na u besigheidsrekening doen wanneer u geregtig is om dit te doen.

U kan BTW ignoreer tensy dit spesifiek in die bostaande transaksies vermeld word.

(5 punte word toegeken vir duidelik geïdentifiseerde rekeninge, netheid en uitleg.)

plus R70,00 for revenue stamps. You pay the sheriff R375,00 for the service of the summons. You agree to a 20% allowance.

- 12 XYZ Tyre Company pays you R40 000,00.
- 14 You account to Stevens and Co.
- 15 You pay transfer duty of R2 000,00 for Mr Clark.
- 20 Clark's transfer is registered. You receive R5 020,00 as interest. You account to Mr Clark and pay Mr Seller R100 000,00.
- 22 Mr Crook pays you R5 000,00 cash as a deposit in a criminal matter. You attend to a bail application and pay R3 000,00 bail and debit fees of R1 500,00.
- 24 You pay Wesbank R1 500,00 for a lease of office equipment, R2 000,00 for the lease of your motorcar and R5 000,00 for your personal bond payment.
- 27 You advance the sum of R5 000,00 to your secretary as a personal loan at interest of 2% per month. She pays R100,00 in advance in respect of interest.
- 28 You pay R1 000,00 to the Law Society for your annual subscription.
- 30 Mrs Jones sells her shares in ABSA Bank and you receive R56 000,00 as the proceeds to be held in trust.

Enter the above transactions in ALL your books of account and balance your cash books as at 31 July 1999.

You are to effect transfers to your business account when you are entitled to do so.

You may ignore VAT unless specifically mentioned in the transactions above.

(5 marks will be allocated for clearly identified accounts, neatness and layout)

VRAAG 2 [4]

In welke bankrekening sal u die volgende betalings ontvang?

- 2.1 u prokureur-en-kliëntrekening. (1)
- 2.2 u getakseerde party-en-partykostas. (1)
- 2.3 gelde ontvang in die loop van die bereddering van 'n bestorwe boedel. (1)
- 2.4 u kommissie aangaande 'n belegging ingevolge artikel 78(2)A. (1)

VRAAG 3 [12]

3.1 Die bank waar u trustgeld, verskuldig aan trustkrediteure, ingevolge artikel 78(1) gehou word, word gelikwedeer. **Watter remedieë, indien enige, het die trustkrediteure teen:**

- (a) die bank? (6)
- (b) die Getrouheidsfonds vir Prokureurs?
- (c) u, die praktisyn?

3.2 **Wat is u regte in sodanige geval?** (2)

3.3 **Welke stappe moet 'n prokureur doen as hy/sy 'n tekort in sy/haar trustrekening ontdek?** (2)

3.4 In Law Society, Cape vs Koch, 1985(4)SA 379 (EPD) is die volgende opmerking gemaak rakende 'n prokureur se verantwoordelikheid in verband met sy/haar trustrekening:

"Respondent ('n prokureur) has consistently left the matter of bookkeeping to someone else, without supervision by him. This may be a natural and often unavoidable thing to do - within limits."

Wat is hierdie "perke"? (2)

QUESTION 2 [4]

Into which banking account would you receipt payment of?

- 2.1 your attorney and client account. (1)
- 2.2 your taxed party and party costs. (1)
- 2.3 moneys received in the course of administering a deceased estate. (1)
- 2.4 you commission in respect of an investment in terms of section 78(2)A. (1)

QUESTION 3 [12]

3.1 The bank where your trust monies, due to trust creditors are held in terms of section 78(1), is liquidated. **What are the remedies, if any, of the trust creditors against:**

- (a) the bank? (6)
- (b) the Attorneys Fidelity Fund?
- (c) you, the practitioner?

3.2 **What are your rights in such a case?** (2)

3.3 **What steps must an attorney take on discovering a trust deficit in his/her trust account?** (2)

3.4 In the matter of Law Society, Cape vs Koch, 1985 (4) SA 379 (EPD), the following comment was made in regard to an attorney's responsibility in relation to his trust account:

"Respondent (an Attorney) has consistently left the matter of bookkeeping to someone else, without supervision by him. This may be a natural and often unavoidable thing to do - within limits."

What are those limits? (2)

VRAAG 4 [14]

Hoe dikwels behoort

- 4.1 'n bankrekonsiliasie gedoen te word?
- 4.2 'n lys van trustkrediteure onttrek te word?
- 4.3 trustgeld gebank te word?
- 4.4 'n rekenmeester aangestel te word om u rekeningkundige rekords na te gaan?
- 4.5 'n rekenmeestersverslag aan die Raad van die Prokureursorde voorsien te word?
- 4.6 kennis gegee te word van die bestaan van 'n trustbankrekening?
- 4.7 Vir hoe lank behoort rekeningkundige rekords bewaar te word en waar?

QUESTION 4 [14]

How often should

- 4.1 a bank reconciliation be done?
- 4.2 a list of trust creditors be extracted?
- 4.3 trust monies be banked?
- 4.4 an accountant be appointed to examine your accounting records?
- 4.5 an accountant's report be furnished to the Council of the Law Society?
- 4.6 notification be given of the existence of a trust banking account?
- 4.7 For how long should accounting records be kept and where?