

PROKUREURSEKSAMEN

DEEL 1 HOFPROSEDURES

17 AUGUSTUS 2004

09:00-12:15

Totaal: [100]

Kandidate kry 15 minute om die vraestel deur te lees voor hulle begin skryf. Geen kandidaat mag tydens hierdie tyd in die antwoordboek begin skryf nie. Die eksamen van 3 uur volg dan.

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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 in pen 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 1 COURT PROCEDURES

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VRAAG 1 [10]

1. U tree op namens die eiser in 'n Hooggeregshofaksie. Na die sluit van pleistukke het u toegsien tot die betekening van 'n versoek om besonderhede ten einde u in staat te stel om voorteberei vir verhoor. Die antwoord daarop is nie verskaf nie. Die verhoordatum nader vinnig en u word benadeel in u voorbereiding vir verhoor. Die teenkant het, ten spyte van 'n brief waarin u hulle aanmaan, geensins gereageer nie. U adviseer u kliënt om die nodige interlokutêre aansoek te bring.
- 1.1 Wat is 'n interlokutêre aansoek? (1)
- 1.2 Sal u die kort of lang vorm van kennisgewing van mosie gebruik? (1)
- 1.3 Deur wie moet dit beteken word? (1)
- 1.4 Op wie moet dit beteken word? (1)
- 1.5 Vir welke bedrag indien enige moet seëls daarop aangebring word? (1)
- 1.6 Stel die kennisgewing van mosie op. (5)

VRAAG 2 [15]

U word geraadpleeg deur Mnr Jones. Hy oorhandig 'n dagvaarding aan u waarin hy as verweerder deur die eiser aangespreek word vir betaling van die bedrag van R250 000 ten opsigte van skade aan eiser se motorvoertuig voortspruitend uit 'n motorbotsing.

Hy deel u mee dat ten tye van die botsing hy behoorlik verseker was ingevolge 'n omvattende voertuigversekeringspolis by Ajax versekeringsmaatskapy. Na ontvangs van

QUESTION 1 [10]

1. You act on behalf of the Plaintiff in a High Court action. After close of pleadings you caused a request for particulars to enable you to prepare for trial to be served which is not replied to. The trial date is fast approaching and you are being prejudiced in your preparation for trial. Your opponents have in spite of a letter demanding same not responded. You advise your client to launch the relevant interlocutory application.
- 1.1 What is an interlocutory application? (1)
- 1.2 Would you use the long or short form of notice of motion? (1)
- 1.3 By whom must it be served? (1)
- 1.4 On whom must it be served? (1)
- 1.5 To what value if any must stamps be affixed thereto? (1)
- 1.6 Draft the notice of motion (5)

QUESTION 2 [15]

You are consulted by Mr Jones. He hands a summons to you in which he has been cited as the defendant and in which the plaintiff claims from him payment of the sum of R250 000 in respect of damages to plaintiff's motor vehicle sustained in a motor collision.

He informs you that at the time of the occurrence he was properly insured by virtue of a comprehensive motor insurance policy by Ajax Insurance Company. After receiving the summons he communicated

die dagvaarding het hy in verbinding getree met sy versekeraars en is hy deur hulle meegedeel dat hulle aanspreeklikheid ontken op grond daarvan dat Jones sekere wesentlike wanvoorstellings aangaande die model van die versekerde voertuig gemaak het.

Hy deel u verder mee dat hy erken dat hy deels verantwoordelik is vir die botsing maar dat hy geen wanvoorstelling aan die versekeraars gemaak het nie en dat daar geen regsgronde vir repudiasie is nie.

- 2.1 Wat sal u doen ten einde te verseker dat Ajax Versekeringsmaatskappy voor die hof gebring word in die aksie ingestel teen u klient? (2)
- 2.2 Stel die nodige aanhangsel tot die kennisgewing wat u sal uitreik op om uitvoering aan u advies te gee. Wanneer u die aanhangsel opstel moet u na die dokumente wat u daarby sal aanheg, verwys maar u hoef nie die dokumente op te stel nie. (12)
- 2.3 Op watter tydstip tydens die verwisseling van pleitstukke moet hierdie stap geneem word? (1)

VRAAG 3

[6]

U reik dagvaarding uit namens Peter Smith in die Landdroshof teen die bestuurder van 'n motor wat met sy voertuig gebots het terwyl hy stilgestaan het by 'n verkeerslig. Die prokureur wat die bestuurder verteenwoordig teken verskyning om te verdedig aan en liasseer 'n pleit waarin hy erken dat sy kliënt die bestuurder van die voertuig was, maar ontken dat sy kliënt aanspreeklik is weens die feit dat sy kliënt nie 'n geldige bestuurderslisensie gehad het ten tye van die ongeluk nie.

with his insurers and was informed that the insurance company repudiated liability on the basis that Jones had made a material misrepresentation regarding the model of the motor vehicle insured in terms of the policy.

He further informs you that he admits that he is partially to blame for the collision but that no misrepresentation was made to his insurers and that the repudiation is bad in law.

- 2.1 What would you do in order to ensure that Ajax Insurance Company is brought before the court in the same action as that instituted against your client? (2)
- 2.2 Draft the necessary annexure to the notice which you would issue in order to give effect to your advice. In drafting the annexure reference must be made to such documents that you would annex thereto, but these documents need not be drafted. (12)
- 2.3 At which stage must this step be taken during the exchange of pleadings? (1)

QUESTION 3

[6]

You issue summons out of the Magistrate's Court on behalf of Peter Smith against the driver of a motor vehicle that collided with his vehicle whilst he was stationary at a traffic light. The attorney representing the driver enters appearance to defend and files a plea in which he admits that his client was the driver of the vehicle but denies that his client is liable on the ground that his client did not have a valid driver's licence at the time.

Stel die dokument op, uitsluitend die opskrif en einde, wat u behoort te liasseer na ontvangs van so 'n pleit. (6)

VRAAG 4 [4]

Indien u kliënt aksie wil instel teen elkeen van die volgende Verweerders, hoe sal u die Verweerder beskryf in die Besonderhede van Vordering in elke instansie:

- 4.1 Abdullah Familie Trust
- 4.2 Die boedel van wyle Sanele Ncgobo
- 4.3 Jack Knife wat op 1 Junie 1986 gebore is.
- 4.4 XYZ (Edms) Bpk (in Likwidasie)

VRAAG 5 [8]

U is besig om voor te berei vir 'n verhoor in die Landdroshof, waarin u kliënt skade eis vir beserings wat hy opgedoen het as gevolg van die Verweerder se hond wat hom gebyt het terwyl hy in die straat gedraf het.

- 5.1 Watter kennisgewings moet u liasseer sodat u die getuienis van 'n mediese spesialis kan lei rakende die beserings? Verduidelik wat sodanige kennisgewings behoort te vervat sonder om die kennisgewings op te stel. (3)
- 5.2 U kliënt het fotos van die wonde wat hy opgedoen het laat neem en u wil hierdie fotos gebruik as getuienis by die verhoor. Welke stappe sal u neem in hierdie verband? (2)

Draft the document, omitting the heading and ending, which you ought to file after receiving such a plea. (6)

QUESTION 4 [4]

Should your client wish to institute action against each of the following Defendants, how would you describe the Defendant in the particulars of claim in each instance:

- 4.1 Abdullah Family Trust
- 4.2 The Estate of the late Sanele Ncgobo
- 4.3 Jack Knife who was born on 1 June 1986
- 4.4 XYZ (Pty) Limited (in liquidation)

QUESTION 5 [8]

You are preparing for trial in a case in the Magistrate's Court in which your client claims damages for the injuries he suffered as a consequence of being bitten by the Defendant's dog, whilst your client was jogging down the street.

- 5.1 What notices would you have to file so that you could lead evidence from a medical specialist about the injuries? Explain what such notices should contain without drafting any of the notices. (3)
- 5.2 Your client has had photographs taken of the wounds he sustained and you want to introduce these photographs in evidence at the hearing. What steps would you take in this regard? (2)

5.3 U versoek die Verweerder om bloot te lê. In sy Blootleggingsverklaring verklaar hy dat hy geen dokumente het wat relevant is nie. U kliënt deel u mee dat hy van die Verweerder se buurman verneem het dat die Verweerder voorheen 'n aanmaningsbrief ontvang het in verband met 'n soortgelyke voorval waarby dieselfde hond betrokke was en dat hy betaling gemaak het van daardie eis.

Stel die kennisgewing op, uitsluitend die opskrif en einde, wat u op die Verweerder sal beteken as gevolg van sy versuim om hierdie aanmaningsbrief bloot te lê.

(3)

5.3 You call on the Defendant to discover and in his discovery affidavit he says he has no documents that are in any way relevant. Your client says that he understands from a neighbour that the Defendant had previously received a letter of demand in respect of a prior similar incident involving the same dog and had made payment of that claim.

Draft the notice, omitting the heading and ending, that you would serve on the Defendant as a consequence of his failing to discover that letter of demand.

(3)

VRAAG 6

[7]

Eiser stel 'n aksie in teen XYZ (Edms) Bpk, die werkgewer van Joe Bloggs, as gevolg van skade wat veroorsaak is aan Eiser se voertuig weens die nalatige bestuur van Joe Bloggs. Joe Bloggs was besig om meubels namens die Verweerder af te lewer toe die ongeluk plaasgevind het. Die Verweerder het in sy pleit erken dat Joe Bloggs vir hom gewerk het ten tye van die ongeluk, maar het ontken dat daar enige nalatigheid aan die kant van Joe Bloggs was. Na die sluit van die pleitstukke stel die Verweerder se prokureur vas dat Joe Bloggs ten tye van die ongeluk nie 'n werknemer van die Verweerder was nie, maar 'n onafhanklike kontrakteur.

6.1 Welke stappe sal u neem ten einde die pleitstukke reg te stel indien u die Verweerder verteenwoordig? (2)

6.2 U verteenwoordig die Eiser. Stel die nodige dokument op, met weglating van die opskrif en einde, wat u sal lewer ten einde te verhoed dat die pleitstukke dienooreenkomstig gewysig word. (4)

6.3 Hoe sal u antwoord op vraag 6.1 verskil indien die fout tot u aandag gekom het gedurende die verloop van die verhoor? (1)

QUESTION 6

[7]

Plaintiff instituted an action against XYZ (Pty) Limited, the employer of Joe Bloggs, as a result of damages caused to Plaintiff's vehicle as a consequence of the negligent driving of Joe Bloggs, who was delivering furniture on behalf of the Defendant when the accident occurred. In the Defendant's plea he admitted that Joe Bloggs was employed by the Defendant at the time of the accident but denied any negligence on the part of Joe Bloggs. After close of pleadings, the Defendant's attorney ascertains that at the time of the accident Joe Bloggs was not employed by the Defendant, but was an independent contractor.

6.1 If you represented the Defendant, what steps would you take in order to rectify the pleadings? (2)

6.2 You represent the Plaintiff and wish to prevent the pleadings from being so amended. Draft the document you would deliver, omitting any headings or endings. (4)

6.3 How would your answer to question 6.1 differ in the event of the mistake coming to your notice during the course of the trial? (1)

VRAAG 7

[25]

Mnr & mev Cele en hul minderjarige kind, Ntombi, wat 12 jaar oud is, was op 29 Desember 2001 passasiers in motorvoertuig ABC 123, bestuur deur hul buurman, mnr Simo op reis vanaf Pretoria na Zeerust. Naby Rustenburg het 'n ander voertuig BCD 567 wat in die teenoorgestelde rigting gereis het, beheer verloor en met hul voertuig ABC 123 wat in die regte kant van die pad was, gebots.

Op pad het mnr Simo 'n ryloper, mnr Tolo, opgelaa en hy is ook in die ongeluk beseer. Die bestuurder van BCD 567 is op die ongelukstoneel oorlede en twee gewone passasiers is ook in hierdie voertuig beseer.

Mnr Cele is ernstig beseer en is oorlede as gevolg hiervan op 18 Januarie 2002. Tydens die ongeluk was hy werksaam by Telkom en het R17 500.00 per maand verdien. Mev Cele is werksaam by SAUK en het R3 000.00 verdien.

Mnr & mev Cele was binne gemeenskap van goedere getroud en het 3 minderjarige kinders gehad, naamlik Elsie wat 5 jaar oud was, Tom, 8 jaar en Ntombi 12 jaar. Mnr Cele het twee ander kinders met Lorraine gehad en hulle was op die tydstip 15 en 17 jaar oud. Hy het onderhoud van R250.00 per kind per maand betaal.

Mev Cele het haar regter tibia en fibula asook haar linker femur gebreek. Sy vertel u dat sy twee weke in die hospitaal was en daarna het sy drie maande by die huis gebly.

Haar werkgewers het haar salaris vir 2 maande na die ongeluk betaal in terme van haar werkskontrak. Sy is deur haar werkgewers verwittig dat sy op 58jarige ouderdom sal moet aftree as gevolg van haar beserings.

Ntombi het 'n erge kopbesering opgedoen waarvoor sy vir 6 maande gehospitaliseer was en sy ontvang steeds mediese behandeling. Mev Cele het R12 000.00 aan die Rustenburg hospitaal betaal vir haar mediese en hospitaalonkoste asook R30 000.00 vir Ntombi se soortgelyke onkoste.

QUESTION 7

[25]

On the 29th December 2001, Mr. & Mrs. Cele and their minor child, Ntombi, aged 12 years were passengers in motor vehicle ABC 123 driven by Mr Simo, their neighbour, travelling from Pretoria to Zeerust. Near Rustenburg another motor vehicle BCD 567 driving in the opposite direction lost control, veered into their path of travel and collided with motor vehicle ABC 123 which was on its correct side of the road.

On the way, Mr Simo picked up Mr Tolo a hitchhiker, who was also injured in the accident. The driver of the vehicle BCD 567 died at the scene and two social passengers in this vehicle were injured as well.

Mr Cele sustained serious injuries and died on 18 January 2002 as a result thereof. At the time of the accident he was employed by Telkom SA earning R17 500.00 per month. Mrs Cele is employed by SABC earning R3 000.00 per month

Mr. & Mrs. Cele were married in community of property and they had three minor children, Elsie 5 years, Tom 8 years and Ntombi 12 years. Mr Cele had two other children aged 15 and 17 years with one Lorraine and he paid maintenance for them in the amount of R250.00 each per month.

Mrs Cele sustained fractures of the right tibia and fibula and her left femur. She tells you that she stayed in hospital for two weeks and at home for three months. Her employer paid her for two months after the accident in terms of her employment contract. She was told that due to her injuries she would have to retire at age 58.

The minor child Ntombi sustained a severe head injury and she remained in hospital for 6 months and she is still receiving medical treatment. Mrs Cele paid Rustenburg hospital R12 000.00 for her medical and hospital expenses and R30 000.00 for Ntombi's medical and hospital expenses.

Beantwoord die volgende vrae met verwysing na bogenoemde feite.

Please answer the following questions with reference to the above factual information.

- | | |
|---|--|
| 7.1 Adviseer Mev Cele welke eise sy het in terme van die MVO wetgewing en waarom. (5) | 7.1 Advise Mrs Cele what claims she has under the MVA legislation and why? (5) |
| 7.2 Tot watter ouderdom sal die weduwee en die minderjarige kinders geregtig wees op skadevergoeding ten opsigte van hulle verlies aan onderhoud? (2) | 7.2 Up to what age will the widow and the minor children be able to claim loss of support? (2) |
| 7.3 U gee opdrag aan 'n aktuaris om Mev Cele en haar kinders se eis ten opsigte van hulle verlies aan onderhoud te bereken. Watter dokumente sal u opdrag vergesel? (3) | 7.3 You instruct an actuary to calculate Mrs Cele and her children's claim for loss of support. Which documents will accompany your instructions? (3) |
| 7.4 Op watter datums sal die eise van mev Cele en haar minderjarige kinders verjaar? (2) | 7.4 When would the claims for loss of support for Mrs Cele and the minor children prescribe? (2) |
| 7.5 Het die ryloper 'n eis? Indien wel, watter skadevergoeding mag hy eis? (2) | 7.5 Does the hitchhiker have a claim? If so, for what damages? (2) |
| 7.6 Het die passassiers in voertuig BCD 567 eise teen die Padongeluksfond? Indien wel, hoeveel mag hulle eis? (1) | 7.6 Do the passengers in BCD 567 have a claim against the RAF and if so how much can they claim? (1) |
| 7.7 Het Lorraine en haar 2 kinders 'n eis vir verlies aan onderhoud? (2) | 7.7 Do Lorraine and her two children have a claim for loss of support? (2) |
| 7.8 Gestel dat dit wel mnr Simo was wat nalatig opgetree het. Sal mev Cele nog steeds 'n eis teen die Fonds hê en indien wel hoeveel mag sy eis? (2) | 7.8 Assume that Mr Simo is the one who was negligent. Would Mrs Cele still have a claim against the Fund and if so how much can she claim? (2) |
| 7.9 Mev Cele het R100 000.00 ontvang as die opbrengs van 'n assurance polis op haar man se lewe. Moet hierdie betaling in berekening gebring word wanneer haar eis vir verlies aan onderhoud bereken word? Motiveer u antwoord. (2) | 7.9 Mrs Cele received R100 000.00 being the proceeds of an insurance policy on her husband's life. Does this payment have to be taken into account when calculating her claim for loss of support? Motivate your answer. (2) |

7.10 Watter praktiese formule sal u toepas in die berekening van die manier waarvolgens die oorledene se inkomste verdeel moet word wanneer die verlies aan onderhoud deur die weduwee en minderjarige kinders gely, bereken word?

(2)

7.11 Indien dit bevind word dat Simo 50% aanspreeklik was vir die botsing, sou die Padongeluksfonds geregtig wees om 'n verdeling van aanspreeklikheid aan te wend ten opsigte van die eise vir verlies aan onderhoud. Motiveer u antwoord. (2)

VRAAG 8

[16]

Mnr Z word aangekla van strafbare manslag en bestuur van 'n motorvoertuig terwyl die alkoholinhoud van sy bloed die voorgeskrewe limiet oorskry. Dit word beweer dat hy op 1 Junie 2002 'n motorvoertuig met die registrasie nommer BPX 101 EC te Kaapstraat, Port Elizabeth, nalatig bestuur het en dat hy die dood van Mnr Y, 'n voetganger, veroorsaak het in 'n noodlottige botsing met laasgenoemde. Dit word beweer dat tydens die botsing die alkoholinhoud van Mnr Z se bloed 0.08% was.

8.1 Mnr Z beplan om skuldig te pleit op beide aanklagtes. Stel sy art. 112(2) verklaring op, insluitende die kopstuk. (8)

8.2 Gestel Mnr Z ontken dat hy die bestuurder van die voertuig was wat met die oorledene gebots het en dat hy beplan om onskuldig te pleit. Stel nou die art.115 pleitverduideliking op, uitgesluit die kopstuk. (4)

8.3 Nadat Mnr Z skuldig bevind is aan beide klagtes konsulteer hy met u en versoek hy dat u hom bystaan in die voorbereiding vir vonnis. Hy meld aan u dat ten spyte van die feit dat hy erken het dat hy die dood van die oorledene veroorsaak het, gemelde erkenning gedoen is sonder dat hy insae gehad het in die nadoodse

7.10 What practical formula would you apply in calculating the manner in which the deceased's income should be apportioned when assessing the loss of support suffered by the widow and the minor children.

(2)

7.11 If Simo was found to have been 50% to blame for the collision, would the RAF be entitled to apply an apportionment of liability in respect of the claims for loss of support? Motivate your answer.

(2)

QUESTION 8

[16]

Mr Z is charged with culpable homicide and driving a motor vehicle whilst the alcohol content of his blood exceeded the legal limit. It is averred that on the 1st of June 2002 he drove a motor vehicle with registration letters and number BPX 101 EC in Cape Road, Port Elizabeth, in a negligent manner and that he collided with a pedestrian, Mr Y, causing his death. It is alleged that at the time of the collision Mr Z's blood alcohol content was 0,8%.

8.1 Mr Z intends pleading guilty to both counts Draw his Section 112 (2) statement, including the heading. (8)

8.2 Assume that Mr Z denies that he was the driver of the vehicle which collided with the deceased and intends pleading not guilty. Draw his Section 115 statement, excluding the heading. (4)

8.3 Mr Z consults with you after having been convicted in respect of both charges and requests your assistance in preparation for sentence. He states that, despite the admissions that he made relating to the death of the deceased, these were made without his having insight into the post-mortem report. This document has

verslag. Die gemelde dokument het nou tot sy kennis gekom en merk hy op dat die oorledene eers 10 dae na die datum van die botsing oorlede is aan 'n hartaanval.

Watter stappe sal u namens Mnr Z neem by sy volgende verskyning in die hof? (4)

VRAAG 9 [9]

- 9.1 Onder watter omstandighede mag 'n lid van die SAPD borg toestaan? (2)
- 9.2 Onder watter omstandighede mag 'n hof borgtog weier? (4)
- 9.3 Op wie rus die bewyslas by 'n borgaanzoek waarby 'n Bylaag 6 misdryf betrokke is en wat is die toets wat die hof sal toepas by oorweging van borg? (2)
- 9.4 Tydens 'n formele borgaanzoek word 'n buitensporige bedrag vasgestel as borg wat u kliënt nie kan bekostig nie. Wat is die volgende stap/prosedure wat u kan volg namens u kliënt? (1)

subsequently come to his attention and he notices that the deceased died ten days after the collision as a result of a heart attack.

What steps will you take at Mr Z's next appearance in Court? (4)

QUESTION 9 [9]

- 9.1 Under what circumstances may a member of the SAPS grant bail? (2)
- 9.2 Under what circumstances may a Court refuse bail? (4)
- 9.3 On whom does the onus rest in bail applications involving Schedule 6 offences and what is the test that a court will apply in considering whether to grant bail? (2)
- 9.4 Bail is set by the court in a formal bail application in an amount which is excessive and which your client cannot pay. What is the next procedure that you can follow on his behalf? (1)

PROKUREURSEKSAMEN

DEEL 2 BOEDELS

17 AUGUSTUS 2004

14:00-16:15

Totaal: [100]

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ATTORNEYS' EXAMINATION

PART 2 ESTATES

17 AUGUST 2004

14:00-16:15

Total: [100]

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Vraag 1 [65]

1. John Sithole, 'n wewenaar, is oorlede. Hy het sake gedoen as 'n melkboer op 'n plaas naby Musina in die Limpopo Provinsie, waarvan hy die geregistreerde eienaar was en wat deur 'n Landbankwaardeerder vir R1 800 000,00 gewaardeer is. Die plaas is met 'n verband beswaar ten gunste van die Landbank vir 'n kapitale bedrag van R680 000,00 en ten opsigte waarvan rente ten bedrae van R72 000,00 opgeloop het tot datum van afsterwe.

Die boedel bestaan verder uit die volgende bates:

| | |
|---|-------------|
| 45 geregistreerde Frieskoeie, almal in melk. Die kudde is gewaardeer teen | R450 000,00 |
| 'n Beestrok gewaardeer teen | R200 000,00 |
| 'n Hooimasjien gewaardeer teen | R180 000,00 |
| 'n Bakkie gewaardeer teen | R250 000,00 |
| 'n Trekker gewaardeer teen | R610 000,00 |

Die oorledene se tjekrekening by 'n bank toon 'n krediet van R12400,00 en hy het ook 'n vaste deposito by dieselfde bank gehad vir 'n kapitale bedrag van R800 000,00 waarop rente van R65 000,00 verdien is tot datum van afsterwe.

Daar was twee lewensversekeringspolisse in die oorledene se naam. Die eerste polis, waarvan hyself die begunstigde was, se opbrengs was R850 000,00. Die oorledene se moeder is in die ander polis as begunstigde benoem en die opbrengs van R950 000,00 is regstreeks deur die versekeraar aan haar uitbetaal.

2. Die laste van die boedel, insluitend die verband oor die plaaseiendom en die uitstaande balans op die koopprys van die trekker, is die volgende:

2.1 Administrasiekoste, met die uitsondering van Meestersgelde en eksekuteursvergoeding, beloop R30 226,00.

Question 1 [65]

1. John Sithole, a widower, is deceased. He did business as a dairy farmer on a farm near Musina in Limpopo Province, of which he was the registered owner. The farm is valued by a Land Bank appraiser at R1 800 000.00 and is bonded in favour of the Agricultural Bank of South Africa for a capital amount of R680 000.00, in respect of which interest of R72 000.00 had accrued until date of death.

The rest of the estate consists of the following assets:

| | |
|---|-------------|
| 45 registered Frisian milk cows, all in milk, and with a total value of | R450 000.00 |
| A cattle truck valued at | R200 000.00 |
| A haymaking machine valued at | R180 000.00 |
| A bakkie valued at | R250 000.00 |
| A tractor valued at | R610 000.00 |

There is a credit balance of R12 400.00 in the deceased's cheque account and he had a fixed deposit at a bank for a capital amount of R800 000.00 upon which interest in the amount of R65 000.00 had accrued to date of death.

There were two life insurance policies in the name of the deceased: The first one, of which the deceased was the beneficiary, paid out an amount of R850 000.00. The deceased's mother was nominated as the beneficiary of the other policy, to whom the proceeds in the amount of R950 000.00 had been paid directly by the insurance company concerned.

2. The liabilities of the estate, including the bond over the farm property and the outstanding balance on the purchase price of the tractor, are as follows:

2.1 Administration costs, with the exception of Master's fees and executor's remuneration, amount to R30 226.00.

2.2 Begrafniskoste beloop R6 000,00 en die totale mediese en hospitaaluitgawes met betrekking tot die oorledene se laaste siekbed was R2 500,00.

2.3 Daar is nog 'n bedrag van R200 000,00 aan Huurkoopbank op die trekker verskuldig. Die bank tref reëlings met die trustees van die Sithole Familietrust (sien 3 hieronder) dat die trustees die oorledene se regte en verpligtinge kragtens die koop op afbetaling oorneem.

Daar was geen assuransiedekking om voorsiening te maak vir delging van die verskuldigde bedrae op die verband of die trekker by die dood van die oorledene nie.

3. Die oorledene skep in sy testament 'n trust met die naam van die Sithole Familietrust. Hy bemaak aan die trust sy plaas, sy melkkoeie, al die plaasimplimente en voertuie. Hy laat die restant van sy boedel aan sy moeder, Jemima Sithole, na.

4. **GEVRA:**

Stel die volgende onderafdelings van die likwidasië- en distribusierekening op en gebruik waar nodig fiktiewe besonderhede waar nodig. Die bedrag van R30 226,00 wat hierbo ten opsigte van administrasiekoste verstrek word, moet gespesifiseer en toegedeel word ooreenkomstig die toepaslike wetgewing en praktyk:

- | | |
|---------------------------------|------|
| 4.1 Die opskrif | (4) |
| 4.2 Die likwidasierekening | (35) |
| 4.3 Die rekapitulasië-opgawe | (6) |
| 4.4 Die distribusierekening | (8) |
| 4.5 Die boedelbelastingaddendum | (12) |

2.2 Burial charges amount to R6000.00 and hospital and medical expenses relating to the deceased's last illness total R2 500.00.

2.3 An amount of R200 000.00 is still owing to Hire Purchase Bank in respect of the tractor. The said bank arranges with the trustees of the Sithole Family Trust (see 3 below) that they take over the deceased's rights and obligations under the instalment sale agreement.

There was no insurance cover providing for payment of the amounts owing on the bond or in respect of the tractor upon the death of the deceased.

3. In his will the deceased created a trust named the Sithole Family Trust, to which he bequeathed his farm, his dairy cattle, all the farm implements and vehicles. The rest of his estate goes to his mother, Jemima Sithole.

4. **Required:**

Draw the following sections of the liquidation and distribution account, using fictitious details where necessary. The amount of R30 226.00 supplied above in respect of administration costs must be specified and allocated according to the applicable law and practice.

- | | |
|----------------------------------|------|
| 4.1 The heading | (4) |
| 4.2 The liquidation account | (35) |
| 4.3 The recapitulation statement | (6) |
| 4.4 The distribution account | (8) |
| 4.5 The estate duty addendum | (12) |

Vraag 2

[23]

M en **V** is in gemeenskap van goed getroud. Hulle smelt hulle afsonderlike boedels in hulle gesamentlike testament saam. Hulle bemaak hulle huis aan hulle meerderjarige seun Pierre, onderhewig aan 'n lewenslange vruggebruik ten gunste van die langsliewende van hulle. Die restant van die saamgesmelde boedel word aan die langsliewende nagelaat.

M sterf op 15 Julie 2003.

Die netto waarde van die gemeenskaplike boedel is R500 000,00, wat bestaan uit die huis ter waarde van R400 000,00 en die balans in kontant.

V repudieer die testament.

1. Stel die dokument waarkragtens **V** repudieer op
2. Stel die distribusierekening op

Vraag 3

[7]

W, 'n weduwee, kom te sterwe en laat haar boedel in haar testament aan haar drie kinders **X**, **Y**, en **Z** na.

X het 1 kind, **X**₁
Y het 2 kinders, **Y**₁ en **Y**₂
Z het geen kinders nie

W het geen verdere kinders nie en al haar afstammeling is meerderjarig.

Die familie wil hê dat **X** die hele boedel moet erf. Hoe sal u dit bewerkstellig sonder om van 'n herverdelingsooreenkoms gebruik te maak?

Question 2

[23]

H and **W** are married in community of property. They mass their separate estates in their joint will. They leave their house to their major son Pierre, subject to the lifelong usufruct of the survivor of them. The residue of their massed estate is left to the survivor of them.

H dies on 15 July 2003.

The net joint estate has a value of R 500 000,00 which comprises the house with a value of R 400 000,00 and the balance in cash.

W repudiates the will.

1. Draw the document in which **W** repudiates.
2. Draw the distribution account.

Question 3

[7]

A widow **W** dies and leaves her estate in her will to her three children **X**, **Y** and **Z**.

X has 1 child, **X**₁
Y has 2 children, **Y**₁ and **Y**₂
Z has no children.

W has no further issue. All her descendants are of age.

The family wish **X** to inherit the whole estate. How would they accomplish this without having to resort to a redistribution agreement?

Vraag 4

[5]

H sterf op 1 Julie 2003. Hy word oorleef deur sy tweede vrou B met wie hy binne gemeenskap van goed getroud was.

H se testament is vervat in 'n gesamentlike testament wat hy en sy eerste vrou, A, op 1 September 1995 gemaak het. Sy eerste huwelik was ook binne gemeenskap van goed.

In H se testament laat hy sy hele boedel aan sy vrou A na.

H en A is op 1 Desember 2002 geskei.

Hoe sal H se boedel vererf?

Question 4

[5]

H dies on 1 July 2003. He is survived by his second wife B to whom he was married in community of property.

H's last will is contained in the joint will he made with his first wife A on 1 September 1995. His first marriage was also in community of property.

H's will leaves his entire estate to his wife A.

H and A were divorced on 1 December 2002.

How is H's estate to devolve?

PROKUREURSEKSAMEN

DEEL 3 PROKUREURSPRAKTYK

18 AUGUSTUS 2004

09:00-11:15

Totaal: [100]

Kandidate kry 15 minute om die vraestel deur te lees voor hulle begin skryf. Geen kandidaat mag tydens hierdie tyd in die antwoordboek begin skryf nie. Die eksamen van 2 uur volg dan.

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 in pen 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 2004

09:00-11:15

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 2 hours then follows.

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 in pen 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 section.

VRAAG 1 [10]

Skryf 'n brief aan u kliënt mev Smith wat buite gemeenskap van goed getroud is met haar eggenoot. Haar man se boedel is pas gesekwestreer en sy is bang dat dit 'n invloed kan hê op haar bates. Adviseer haar van die moontlike risikos, asook wat sy kan doen om haar belange te beskerm en haar regte af te dwing.

VRAAG 2 [5]

Verduidelik kortliks welke soort transaksie onderworpe sal wees aan BTW (Belasting op Toegevoegde Waarde).

VRAAG 3 [19]

X (Edms) Bpk (in likwidasie) skuld u kliënt, KREDITEUR (Edms) Bpk, 'n bedrag van R100 000 ten opsigte van goedere verkoop en gelewer. U kliënt hou geen sekuriteit vir betaling van die bedrag nie. Tydens konsultasie met een van u kliënte se direkteure, oorhandig sy 'n afskrif van 'n omsendbrief van die likwidadeur aan u waaruit dit blyk dat die laste van die maatskappy die bates by verre oorskry.

- 3.1 Adviseer u kliënt oor die wenslikheid om 'n eis teen die boedel te bewys. (5)
- 3.2 Sou u kliënt besluit om 'n eis te bewys, noem die dokumente wat voltooi moet word vir hierdie doel. (4)
- 3.3 Skryf 'n brief aan u kliënt en verduidelik die prosedure vanaf voltooiing van die eisvorm tot op die dag waarop u kliënt 'n dividend sal ontvang. (10)

QUESTION 1 [10]

Write a letter to your client Mrs Smith who is married out of community of property to her husband. Her husband's estate has just been sequestrated and she fears that this may have an influence on her assets. Advise her of the potential risks and what she can do to protect her interests and enforce her rights.

QUESTION 2 [5]

Explain briefly what type of transaction will be subject to VAT (Value Added Tax).

QUESTION 3 [19]

X (Pty) Ltd (in liquidation) owes your client, CREDITOR (Pty) Ltd, an amount of R100 000 in respect of goods sold and delivered. Your client has no security for payment of the amount. In consultation with one of your client's directors, she hands you a copy of a circular received from the liquidator from which it appears that the liabilities of the company exceed its assets by far.

- 3.1 Advise your client as to the desirability of proving a claim against the estate. (5)
- 3.2 If your client decides to prove a claim, name the documents you will have to complete for this purpose. (4)
- 3.3 Write a letter to your client explaining the procedure that will follow from completing the claim forms to the point when your client receives a dividend. (10)

VRAAG 4

[12]

Stel 'n klousule in 'n koopkontrak ten opsigte van onroerende eiendom op wat handel met die agentekommissie. U tree vir die verkoper op en u word geadviseer dat die koper die verkoper direk genader het nadat hy die huis, wat leeg staan, gesien het.

VRAAG 5

[15]

U word deur 'n man wat op 24 Januarie 1985 buitegemeenskap van goedere met sy eggenote getroud is, geraadpleeg. Hy deel u mee dat hy 'n voorhuwelikse kontrak aangegaan het en gee 'n afskrif aan u. Dit is 'n eenvoudige kontrak wat slegs bepaal dat die partye ooreengekom het om gemeenskap van goedere en van wins en verlies uit te sluit. Hy sê dat sy vader onlangs oorlede is en R100 000 aan hom nagelaat het. Hy sê verder dat sy huwelik wankelig is en dat hy bekommerd is dat sy eggenote baat sal vind weens hierdie bemaking aan hom.

Adviseer hom ten opsigte van sy regte.

VRAAG 6

[10]

U word gekonsulteer deur 'n kliënt wat sy voertuig wil verkoop aan 'n koper wat onmiddellik 'n deposito kan betaal en die balans van die koopprys in 12 gelyke maandelikse paaiemente. U kliënt wil sy regte beskerm indien die koper versuim om sy paaiemente te betaal nadat die voertuig afgelewer is. U kliënt is ook bekommerd oor wat sal gebeur indien die voertuig beskadig of gesteel word voordat die koopprys ten volle betaal is.

Stel die klousules op om u kliënt te beskerm wat u dink ingesluit moet word in die koop-ooreenkoms.

QUESTION 4

[12]

Draft a clause in a deed of sale of immovable property dealing with agent's commission. You act for the seller and you are advised that the purchaser approached the seller directly after seeing that the house was vacant.

QUESTION 5

[15]

You are consulted by a husband who advises you that he is married out of community of property to his wife, the marriage having taken place on 24 January 1985. He tells you that he has concluded an antenuptial contract and hands you a copy. The antenuptial contract is a very simple document and merely states that the parties have agreed to exclude community of property and community of profit and loss. He tells you that his father has recently died and he has inherited R100 000. He furthermore tells you that his marriage is in difficulties and he is worried that his wife may somehow benefit from the bequest to him.

Advise him of his rights.

QUESTION 6

[10]

You are consulted by a client who wishes to sell his motor vehicle to a buyer who can pay a deposit immediately and the balance of the purchase price in 12 equal monthly instalments. Your client wishes to protect his rights should the buyer default in his payments after delivery of the vehicle or should it be damaged or stolen before the purchase price is paid in full.

Draft the clauses which you consider should be included in the agreement of sale to protect your client.

VRAAG 7

[14]

U word geraadpleeg deur twee persone wat 'n hardewarebesigheid in vennootskap met mekaar wil begin. Hulle gee u opdrag om die vennootskapsooreenkoms voor te berei. Stel die klousules op wat handel met:

- 7.1 die trekkings van die vennote en die verdeling van wins en verlies; (4)
- 7.2 die bydraes van elkeen van die vennote; en (2)
- 7.3 die ontbinding van die vennootskap. (8)

U moet u eie denkbeeldige feite gebruik. Moet nie die hele ooreenkoms opstel nie.

VRAAG 8

[15]

U word gekonsulteer deur 'n man wat u opdrag gee om dringend 'n privaat maatskappy met beperkte aanspreeklikheid waarin hy die alleen aandeelhouer en direkteur sal wees, te registreer. Hy vertel u dat die naam van die maatskappy reeds gereserveer is maar dat hy daardie aand oorsee vertrek vir twee weke. Hy wil u magtig om alles te doen en alle dokumente te teken wat nodig mag wees om die maatskappy te registreer en 'n sertifikaat om besigheid te begin daarvoor te verkry terwyl hy weg is.

Stel daardie gedeelte van die prokurasie op wat u sal voorberei vir sy handtekening en wat u die nodige magtiging sal gee om sy opdrag uit te voer. In die prokurasie moet u elke handeling wat u moet uitvoer en elke dokument wat u namens u kliënt moet onderteken, uiteensit om aan sy opdrag te voldoen.

QUESTION 7

[14]

You are consulted by two persons who wish to start a hardware business in partnership with each other. They instruct you to prepare a partnership agreement. Draft the clauses in the agreement which deal with:

- 7.1 the drawings of the partners and the division of profit and loss; (4)
- 7.2 the contributions of each partner; and (2)
- 7.3 the dissolution of the partnership. (8)

You must use your own imaginary facts. Do not draft the whole agreement.

QUESTION 8

[15]

You are consulted by a man who instructs you to attend urgently to the registration of a new private company with limited liability in which he will be the sole shareholder and director. He tells you that the name for the company has already been reserved but that he is leaving for overseas that night for two weeks. He wants to authorize you to do and sign everything that is necessary to effect registration of the company and obtain a certificate to commence business for it while he is away.

Draw that part of the power of attorney that you will prepare for his signature which will give you the authority to carry out his instructions. In the power of attorney you must mention every action that you will take and each document which must be signed on behalf of your client to complete your mandate.

PROKUREURSEKSAMEN

DEEL 4 BOEKHOU

18 AUGUSTUS 2004

14:00-16:15

Totaal: [100]

Kandidate kry 15 minute om die vraestel deur te lees voor hulle begin skryf. Geen kandidaat mag tydens hierdie tyd in die antwoordboek begin skryf nie. Die eksamen van 2 uur volg dan.

1. Die vroe mag in Afrikaans of Engels beantwoord word.
2. Kandidate mag sakrekenaars gebruik.
3. By beantwoording van vroe moet die betrokke inskrywings duidelik geïdentifiseer, omskryf en uiteengesit word.
4. Afsonderlike besigheids- en trustkasboeke, asook kliëntegrooatboekrekeninge moet geopen word en moet nie gekombineer word nie. Joemaalinskrywings moet behoorlik beskryf en geïdentifiseer word.
5. Skryf assebliefslegs in pen op die regterkantse bladsye.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling in hierdie deel ingeroep as 50% of 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 2004

14:00-16:15

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 2 hours then follows.

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 and 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 in pen 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 section.

VRAAG 1 [10]

- 1.1 Wat beteken die terme:
- Uitsetbelasting? (1)
 - Insetbelasting? (1)
- 1.2 Wat is die doel van 'n fooiejoernaal? (1)
- 1.3 Mag twee prokureurs ooreenkom op 'n toelaag van slegs 20% op fooie? (1)
- 1.4 Wat is die doel van 'n trust proefbalans? (1)
- 1.5 Verduidelik die verskil tussen 'n Artikel 78(2A) belegging en 'n Artikel 78(2)(a) belegging. (2)
- 1.6 Hoe word 'n foutiewe debietinskrywing in die grootboek reggestel? (1)
- 1.7 Mag die joernaal gebruik word om 'n foutiewe inskrywing in die kasboek reg te stel? (1)
- 1.8 Mag 'n prokureur 'n trusttjek uitreik aan "kontant" om borggeld te betaal? (1)

VRAAG 2 [20]

U besigheidskasboek het 'n oortrokke saldo van R65 000 getoon op 30 Junie 2002. Die bankstaat saldo op dieselfde datum was R47 000 oortrokke. 'n Vergelyking van die twee saldo's het die volgende uitgewys:

- (a) oortrokke bankrekening rente van R1 000 was nie in die kasboek aangeteken nie.
- (b) tjeks ter waarde van R9 000 wat uitgereik was, verskyn nie op die bankstaat nie.

QUESTION 1 [10]

- 1.1 Explain:
- Output VAT (1)
 - Input VAT (1)
- 1.2 What is the purpose of a fee journal? (1)
- 1.3 May two attorneys agree on an allowance of only 20% on fees? (1)
- 1.4 What is the purpose of a trust trial balance? (1)
- 1.5 Explain the difference between a Sec 78 (2A) investment and a Sec 78 (2)(a) investment. (2)
- 1.6 How do you correct an incorrect debit entry in the ledger? (1)
- 1.7 May the journal be used to correct an incorrect cash book entry? (1)
- 1.8 May an attorney issue a "cash" cheque from trust to pay bail? (1)

QUESTION 2 [20]

Your business cash book reflected an overdraft balance as at 30 June 2002 of R65 000. The bank statement reflected an overdraft of R47 000. A comparison of the two revealed the following:

- (a) overdraft interest of R1 000 was not reflected in the cash book
- (b) issued cheques totalling R9 000 were not reflected on the bank statement

- (c) 'n deposito van R5 000 verskyn nie op die bankstaat nie.
- (d) 'n trustjek ter waarde van R1 500 word op die bankstaat aangetoon.
- (e) 'n onbetaalde tjek van R500 was nie in die kasboek aangeteken nie.
- (f) 'n aftrekorder van R2 000 vir u voertuigbetaling was nie in die kasboek aangeteken nie.
- (g) 'n trustdeposito van R9 000 was verkeerdlik gekrediteer na die besigheidsrekening.
- (h) 'n elektroniese deposito van R10 000 is nie in die kasboek aangeteken nie.

U word gevra om:

- 2.1 die aanvullende kasboek vir Junie 2002 op te stel.
- 2.2 die bankrekonsiliasiestaat soos op 30 Junie 2002 op te stel.

VRAAG 3 [30]

In u praktyk het u die ondervermelde transaksies aangegaan:

- 1. U ontvang R100 000 van Solly om in trust te hou, afhangende van 'n toekomstige gebeurtenis. Solly gee u skriftelike magtiging om die fondse by Tweede Bank namens hom te belê.
- 2. In opdrag van Solly, onttrek u R25 000 van die belegging en u betaal 'n advokaat R15 000.

- (c) a deposit of R5 000 was not reflected on the bank statement
- (d) a trust cheque issued for R1 500 appears on the bank statement
- (e) an unpaid cheque for R500 is not reflected in the cash book
- (f) a stop order for your motor car payment of R2 000 is not reflected in the cash book
- (g) a trust deposit of R9 000 has erroneously been credited to the business account
- (h) an electronic deposit of R10 000 does not appear in the cash book

You are required to prepare:

- 2.1 the supplementary cash book for June 2002
- 2.2 the bank reconciliation statement at 30 June 2002

QUESTION 3 [30]

During the course of your practice, you have attended to the undermentioned transactions.

- 1. You receive R100 000 from Solly to be held in trust pending the happening of a future event. Solly authorizes you in writing to invest the funds on his behalf at Second Bank
- 2. On Solly's instructions you later withdraw R25 000 from the investment and pay counsel R15 000.

3. U ontvang R250 000 van Dorothy synde die koopprys van 'n woonstel wat sy gekoop het.
4. Sy gee u opdrag om R200 000 daarvan by Derde Bank namens haar te belê.
5. U ontvang bedrae van R350 000 van verskeie kliënte en u besluit om R300 000 daarvan op 'n rentedraende rekening by Eerste Bank te belê.
6. U ontvang 'n bykomende R25 000 in kontant van Dorothy synde die pro forma oordragskoste en u betaal die hereregte van R20 000.
7. U onttrek R200 000 van die belegging by Eerste Bank en ontvang R2 400 rente daarop wat u aan die begunstigde daarvan betaal.
8. U ontvang R50 000 in kontant van Martin. Hy gee u opdrag om genoteerde aandele ter waarde van nie meer as R30 000 namens hom te koop. U betaal die aandelemakelaar R29 600 vir die koop van 1000 aandele in Goldcorp Bpk.
9. Martin gee u opdrag om die aandele te verkoop. Die verkoopsopbrengs realiseer R34 800.

U word gevra om:

- 3.1 Al die bogenoemde transaksies in u trustkasboek- en grootboekrekeninge aan te teken. (20)
- 3.2 'n Uittreksel van trustsaldo's te maak soos vereis deur die reëls van die Prokureursordes. (5)

3. You receive R250 000 from Dorothy being the purchase price of an apartment which she has purchased.
4. She instructs you to invest R200 000 thereof on her behalf at Third Bank.
5. You receive amounts totaling R350 000 from a variety of clients and you decide to invest R300 000 in an interest bearing account with First Bank.
6. You receive a further R25 000 in cash from Dorothy being the pro forma transfer costs and you pay the transfer duty of R20 000.
7. You call up R200 000 of the First Bank investment and receive R2 400 interest thereon, which you pay to the beneficiary thereof.
8. You receive R50 000 in cash from Martin, who instructs you to purchase quoted shares for not more than R30 000. You pay the stockbroker R29 600 for the purchase of 1000 shares in Goldcorp Ltd.
9. Martin instructs you to sell the shares which realise R34 800.

You are required to:

- 3.1 Record all the above transactions in your trust cash book and ledger accounts (20)
- 3.2 Extract a list of trust balances as required by the Law Societies' rules (5)

3.3 Aan te toon of u voldoende trust- en beleggingsfondse het om u verpligtinge aan trustkrediteure te betaal. (5)

3.3 Indicate whether you are holding sufficient funds in your trust and investment accounts to cover you liability to trust creditors. (5)

VRAAG 4 [40]

QUESTION 4 [40]

U ontvang die volgende staat van u korrespondent aan wie u opdrag gegee het in twee aangeleenthede vir dieselfde kliënt.

You receive the following statement from your correspondent who you instructed in two matters on behalf of the same client.

BEAUTY vs BEAST

| | | |
|---------------------------|---------|-----------|
| Aan fooi : Dagvaardiging | R300-00 | R100-00 |
| Aan betaal : Balju | R90-00 | |
| Aan fooi : Verstekvonniss | R150-00 | R50-00 |
| Aan fooi : Lasbrief | R180-00 | R60-00 |
| Per kontant : Beast | | R3 300-00 |
| Aan Invorderingsfooie | R330-00 | R110-00 |
| Aan BTW | R134-40 | R44-80 |

BEAUTY vs BEAST

| | | |
|----------------------------|---------|-----------|
| To fee : Summons | R300-00 | R100-00 |
| To paid : Sheriff | R90-00 | |
| To fee : Default Judgement | R150-00 | R50-00 |
| To fee : Writ | R180-00 | R60-00 |
| By cash : Beast | | R3 300-00 |
| To Collection Commission | R330-00 | R110-00 |
| To VAT | R134-40 | R44-80 |

BEAUTY EGSKEIDING

| | | |
|---------------------|------------------|------------------|
| Aan betaal Advokaat | R300-00 | |
| Aan betaal Seël | R70-00 | |
| Aan betaal Balju | R150-00 | |
| Aan ons fooie | R1 200-00 | R400-00 |
| Aan BTW | R168-00 | R56-00 |
| Aan tjem hiermee | R1 048-40 | |
| | <u>R4 120-80</u> | <u>R4 120-80</u> |

BEAUTY DIVORCE

| | | |
|--------------------|------------------|------------------|
| To paid Counsel | R300-00 | |
| To paid Stamp | R70-00 | |
| To paid Sheriff | R150-00 | |
| To our fees | R1 200-00 | R400-00 |
| To VAT | R168-00 | R56-00 |
| To cheque herewith | R1 048-40 | |
| | <u>R4 120-80</u> | <u>R4 120-80</u> |

U word gevra om:

You are required to:

4.1 a) al die bogenoemde transaksies in u rekeningboeke aan te teken.

b) die bedrag waarop u geregtig is, oor te plaas na u besigheidsbankrekening. (U kliënt het u gemagtig om die bedrae in die invorderingsaangeleentheid teen die bedrae in die egskeidingsaangeleentheid, te verreken). (33)

4.1 a) record the abovementioned transactions in your accounting records.

b) transfer whatever you are entitled to, to your business banking account (your client has authorised you to offset the amounts in the collection matter against the amounts due in the divorce matter). (33)

4.2 Verreken volledig aan u kliënt deur 'n verrekeningstaat op te stel. (7)

4.2 account fully to your client by preparing an accounting statement. (7)