

PROKUREURSEKSAMEN

DEEL 1 HOFPROSEDURES

12AUGUSTUS2003

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.

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 1 COURT PROCEDURES

12AUGUST2003

09:00-12:15

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 3 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 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 [13]

U word geraadpleeg deur u klient Joe se Besigheidstrust (Registrasie nommer IT 007) soos verteenwoordig deur 'n trustee Joe Smith. Hy oorhandig aan u 'n tjek gedateer 12 Julie 2003 vir 'n bedrag van R300 000-00 getrek deur Ace Computers BK op die Hoofwegtak van Standard Bank Beperk, Seepunt, Kaapstad. Die tjek is aan u klient gelewer in Kaapstad en is deur u kliënt gedeponeer in sy rekening, gehou te die Nuweland-tak van ABSA-Bank op die genoemde datum maar is deur die Bank terugverwys gemerk "Verwys na Trekker". U kliënt wil graag aksie instel teen die trekker van die tjek.

1.1 U reik 'n Voorlopige Vonnis Dagvaarding uit. Sit slegs die volgende uiteen:

- 1.1.1 Die skuldoorsaak;
 - 1.1.2 Die bedrag van u kliënt se eis;
 - 1.1.3 Die koers waarteen rente geëis word;
 - 1.1.4 Vanaf welke datum rente geëis word.
- (7)

1.2 Kan aksie ingestel word deur enige ander tipe dagvaarding te gebruik? Indien wel, noem die tipe dagvaarding.

(1)

1.3 U is voorsien van die trustakte met betrekking tot u kliënt waaruit die blyk dat Joseph Smith en sy vrou Betty die enigste trustees van Joe se Besigheidstrust is wat besigheid doen as "Joe's Accessories" te De Waal Rylaan 1, Kaapstad.

Stel die sitasie van die eiser op in die besonderhede van vordering.

(2)

1.4 Die verweerder, Ace Computers BK het sy geregistreerde kantoor in Pretoria te Rhodesgebou 204, Hamiltonstraat, Pretoria, maar ten tye van die lewering van die tjek aan u kliënt het die verweerder 'n takkantoor gehad te Bishopsaan10, Bloemfontein.

1.4.1 Noem die afdeling/s van die Hooggeregshof wat jurisdiksie het in 'n aksie of voorlopige vonnisverrigtinge gegrond op die genoemde tjek.

(1)

1.4.2 Stel die sitasie van die verweerder in die besonderhede van vordering op.

(2)

VRAAG 2 [10]

U tree op names die eiser, ene Pillay, in 'n Hooggeregshof aksie waarin 'n bedrag van R1 miljoen geëis word van die verweerder, ene Krishna. Die eiser beweer dat hy die gemelde bedrag aan die verweerder geleen en voorgeskiet het. In sy verweerskrif het die verweerder ontken dat hy 'n bedrag van R1 miljoen by die eiser geleen het. Hy erken egter dat hy 'n bedrag van R500 000-00 geleen het en beweer verder dat die bedrag van R500 000-00 terugbetaal is aan die eiser.

QUESTION 1 [13]

You are consulted by your client Joe's Business Trust (Registration Number IT 007) represented by a trustee Joe Smith who hands you a cheque dated 12 July 2003 for the sum of R300,000-00 drawn by Ace Computers CC on the Main Road branch of Standard Bank Limited, Seapoint, Cape Town. The cheque was delivered to your client in Cape Town and deposited by your client on the said date into his account held at the Newlands branch of ABSA-bank, but was returned by the bank marked "refer to drawer". Your client wishes to institute action against the drawer of the cheque.

1.1 You issue a Provisional Sentence Summons. Set out the following only:

- 1.1.1 The cause of action;
 - 1.1.2 The amount of your client's claim;
 - 1.1.3 The rate of interest claimed;
 - 1.1.4 The date from which interest is claimed
- (7)

1.2 Can any other type of summons be used? If so, name the type of summons.

(1)

1.3 You have also been furnished with the trust deed relating to your client from which it appears that Joseph Smith and his wife, Betty are the only Trustees of Joe's Business Trust which carries on business as "Joe's Accessories" at 1 De Waal Drive, Cape Town.

Draft the citation of the Plaintiff in the particulars of claim.

(2)

1.4 The Defendant, Ace Computers CC has its registered office in Pretoria at 204 Rhodes Building, Hamilton Street, Pretoria but at the time of delivery of the cheque to your client the defendant had a branch at 10 Bishops Avenue, Bloemfontein.

1.4.1 State which division/s of the High Court will have jurisdiction in an action or provisional sentence proceedings based on the said cheque.

(1)

1.4.2 Draft the citation of the defendant in the particulars of claim.

(2)

QUESTION 2 [10]

You act in a matter in the High Court in which your client, one Pillay, has instituted action against one Krishna for payment of the sum of R1 million. The plaintiff avers that he lent and advanced the said sum to the defendant. In the defendant's Plea, he denies that he borrowed the sum of R1 million from the plaintiff. However, he admits he borrowed the sum of R500 000-00 and avers further that the said sum of R500 000-00 has been repaid to the plaintiff.

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| <p>2.1 Bespreek kortliks die bewyslas wat daar op die eiser sal rus by die verhoor. (2)</p> <p>2.2 Sal dit moontlik wees om enige van die geskils punte in die saak afsonderlik af te handel? Bespreek kortliks. (2)</p> <p>2.3 Kan die saak by wyse van 'n gestelde saak afgehandel word? Bespreek kortliks. (1)</p> <p>2.4 Watter rol speel die bewyslas by 'n gestelde saak? (1)</p> <p>2.5 Die verweerder beweer dat hy met 'n tjek betaal het maar hy het geen sodanige tjek blootgelê nie. Wat sal u in die omstandighede doen? (1)</p> <p>2.6 Watsal u doen indien die verhoorregter u en u opponent voor die aanvang van die saak in sy kamers inroep en u aansê om ooreenkoms te probeer verkry oor dinge waardeur die verhoor ingekort kan word voordat hy bereid sal wees om die saak aan te hoor? (1)</p> <p>2.7 Watsal u doen indien dit gedurende die loop van die verhoor blyk dat dit sleg gaan met u kliënt se saak en dat hy waarskynlik die saak gaan verloor? (1)</p> <p>2.8 Watsal u doen as een van u belangrikste getuies nie by die hof opdaag op die dag van die verhoor nie? (1)</p> | <p>2.1 Briefly discuss the onus which will rest on the plaintiff at the trial. (2)</p> <p>2.2 Is it possible to separate any of the disputes in the matter with a view to obtaining separate adjudication thereon. Discuss briefly. (2)</p> <p>2.3 Can the matter be disposed by way of a stated case. Discuss shortly. (1)</p> <p>2.4 What role does the onus play in a stated case. (1)</p> <p>2.5 The defendant avers that payment was made by way of a cheque, but has not discovered same. What would you do, given these circumstances. (1)</p> <p>2.6 What would you do if the trial judge calls you and your opponent to his chambers prior to the commencement of the action and instructs that you attempt to obtain agreement in respect of matters which would have the effect of shortening the trial, before he will be prepared to hear the matter. (1)</p> <p>2.7 What would you do if it transpires during the course of the trial that matters are going badly for your client and that he will probably lose the action. (1)</p> <p>2.8 What would you do if one of your most important witnesses did not arrive at court on date of hearing. (1)</p> |
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VRAAG 3 [2]

Antwoord slegs waar of onwaar. U hoef nie u antwoord te motiveer nie.

- 3.1 'n Bevel vir uitsetting van 'n huurder vanuit 'n huurperseel kan verkry word by wyse van aksie- of mosieprosedure. (½)
- 3.2 'n Gewone dagvaarding is 'n kitsprosedure vir skadevergoedingseise. (½)
- 3.3 Hofproses moet altyd persoonlik beteken word. (½)
- 3.4 Die besonderhede van vordering tot eiser se gekombineerde dagvaarding sowel as verweerder se pleit moet te alle tye deur 'n advokaat onderteken word. (½)

QUESTION 3 [2]

Answer only True or False. You do not have to motivate your answer.

- 3.1 An order for ejectment of a tenant from leased premises may be obtained by way of action or motion proceedings. (½)
- 3.2 An ordinary summons is a fast procedure for damage claims. (½)
- 3.3 Court process must always be served personally. (½)
- 3.4 The particulars of claim to plaintiff's combined summons as well as defendant's plea must always be signed by an advocate. (½)

VRAAG 4 [10]

- 4.1 U kliënt deel u mee dat hy 'n goeie werk gekry het nadat hy vir etlike maande werkloos was en dat gedurende hierdie tyd sy skuld aan sy skuldeisers opgeloo het tot R45 000. Verskeie van sy skuldeisers dreig om dagvaarding uit te reik terwyl twee dit reeds gedoen het. Welke prosedure waarvoor daarvoorsiening gemaak is in die Landdroshof kan gebruik word om u kliënt te help? (2)
- 4.2 U het 'n skuldbeslagbevel in terme van Artikel 65(J) van die Landdroshof Wet verkry teen 'n vonnis skuldenaar se werkgever. U het die bevel laat beteken op die werkgever maar hy het versuim om enige betalings te maak. Welke stappe moet u dan neem? (2)
- 4.3 U het vonnis vir u kliënt verkry in die landdroshof teen 'n skuldenaar wie werkloos is en geen bates besit behalwe 'n groot belegging in die Suid Afrikaanse Bank Beperk, Durban tak. Wat moet u doen om die vonnis af te dwing? (2)
- 4.4 U het vonnis vir u kliënt verkry in die landdroshof teen 'n skuldenaar wie u kliënt glo die eienaar is van 'n klein winkel. Wat moet u doen om die vonnis af te dwing? (2)
- 4.5 'n Landdros, na aanhoor van die getuienis gelewer namens die eiser en die verweerder in 'n aksie vir die betaling van die koopprys van goedere verkoop en gelewer, kan nie besluit welke getuies hy moet glo nie. Welke uitspraak moet hy gee? (2)

VRAAG 5 [15]

U tree op vir die eiser in die volgende aksies in die landdroshof. Dui kortliks aan wat u volgende stap behoort te wees.

- 5.1 Die eiser se eis is vir die koste van die herstel van sy voertuig wat beskadig is terwyl dit langs die pad gestaan het en die verweerder daarteen vasgery het omdat die verweerder aan die slaap geraak het. Die verweerder het verskyning om te verdedig aangeteken. (2)
- 5.2 U kliënt se eis is vir die koopprys van goedere verkoop en gelewer ten opsigte waarvan u kliënt u voorsien het met bestellings en afleweringnotas wat albei geteken is deur die verweerder. Die verweerder het verskyning om te verdedig aangeteken. (2)

QUESTION 4 [10]

- 4.1 Your client tells you he has obtained a good job after being out of work for a few months during which time he accumulated debts to his creditors totalling R45 000. Several are threatening legal action and two have issued summonses. What procedure is provided for in the Magistrate's Court Act that could be invoked to help him? (2)
- 4.2 You have obtained an emoluments attachment order in terms of Section 65[J] of the Magistrate's Court Act against a judgement debtor's employer. You have the Order served on the employer but he fails to make any payments. What action should you then take? (2)
- 4.3 You have obtained judgment for your client in the magistrate's court against a debtor who is unemployed and has no assets except a large investment in the, South Bank Limited, Durban Branch. How should you enforce the judgment? (2)
- 4.4 You have obtained judgment for your client against one of his debtors in the magistrate's court. Your client believe the debtor owns a small shop. What would you do to enforce the judgment? (2)
- 4.5 A magistrate after hearing the evidence called for both the plaintiff and the defendant in an action for the price of goods sold and delivered is not able to decide who to believe. What judgment should he give? (2)

QUESTION 5 [15]

You act for the plaintiff in the following actions in the magistrate's Court. Very briefly indicate what your next step ought to be.

- 5.1 The plaintiff's claim is for the cost of repairing his motor car which was damaged whilst it was parked at the side of the road when the defendant drove into it when he fell asleep behind the wheel. The defendant entered appearance to defend. (2)
- 5.2 Your client's claim is for the purchase price of goods sold and delivered in respect of which your client has provided you with orders and delivery notes both of which have been signed by the defendant. The defendant has entered appearance to defend. (2)

- 5.3 Die verweerder het verskyning om te verdedig aangeteken en het nadere besonderhede tot u kliënt se dagvaarding gevra. U het die nadere besonderhede drie weke terug verskaf maar die verweerder het niks verder gedoen nie. (2)
- 5.4 Die verweerder het versuim om verdediging aan te teken binne die vyf dae periode uiteengesit in die dagvaarding. (2)
- 5.5 U kliënt het vonnis verkry na 'n verhoor teen 'n privaat maatskappy wat sover u weet geen bates besit behalwe 'n onroerende eiendom. Die verweerder het na die vonnis geen poging aangewend om die vonnis bedrag of die getakseerde kostes te betaal nie. (2)
- 5.6 U kliënt se eis is gebaseer op 'n tjek wat vier jaar terug onteer is. Die verweerder pleit verjaring as sy enigste verweer. (2)
- 5.7 Die verweerder het verskyning om te verdedig aangeteken teen u kliënt se aksie vir die verhaal van 'n groot bedrag geld. U kliënt se aansoek om summiere vonnis is afgewys op die sterkte van 'n eedsverklaring wat die verweerder geliaser het. U kliënt besit dokumentele bewyse dat die verweerder gelieg het in sy eedsverklaring. U kliënt verneem van die verweerder se buurman dat hy bedank het by sy werk, sy assuransi polisse afgekoop het en 'n enkel vliegtuigkaartjie na London gekoop het en dat hy beplan om die land binnekort te verlaat. (3)

- 5.3 The defendant has entered appearance to defend and requested further particulars to your client's summons. You supplied the further particulars three weeks ago but the defendant has done nothing. (2)
- 5.4 The defendant has failed to enter an appearance to defend despite the expiry of the five day period allowed in the summons for him to do so. (2)
- 5.5 Your client obtained judgment after a trial against a private company which, as far as you are aware, has no assets except an immovable property. The defendant has not done anything about paying the amount of the judgment or the taxed costs. (2)
- 5.6 Your client's claim is based on a cheque which was dishonoured four years ago. The defendant has pleaded prescription as his only defence. (2)
- 5.7 The defendant has entered appearance to defend your client's action which is for a large sum of money. You applied for summary judgment which was refused on the strength of an affidavit filed by the defendant. Your client holds documentary evidence that shows that the defendant lied in his affidavit. Your client learns from the defendant's neighbour that the defendant has resigned from his employment, cashed in his insurance policies, withdrawn his savings and bought a single airplane ticket to London and plans to leave the country shortly. (3)

VRAAG 6 [10]

U ry saam met 'n vriend Durban toe om 'n rugbywedstryd by te woon. U vriend bestuur sy motor en u sit voor in die passasierssitplek. U vriend verloor beheer van die motor en ry van die pad af en bots uiteindelik met 'n paal. Geen ander motor is betrokke nie. U word ernstig liggaamlik beseer en as gevolg daarvan gaan u hospitaal toe, waar u mediese behandeling ontvang en u kan vir een maand nie werk nie. U ly die volgende skade:

Hospitaaloonkoste	R8 500-00
Mediese onkoste	R4 000-00
Verlies van inkomste	R5 000-00
U bril en horlosie is vernietig.	
Totale waarde	R2 000-00
Algemene skadevergoeding	R15 000-00

- 6.1 Watter skadevergoeding mag u van die Padongelukkefonds eis as gevolg van u beserings? (1)
- 6.2 Is u eis in enige manier beperk? Indien wel, gee aan volle besonderhede daarvan (1)

QUESTION 6 [10]

You travel with your friend to watch the rugby in Durban. He is driving his car and you are a front seat passenger. Your friend loses control of the vehicle which leaves the Highway, rolls and eventually collides with a pole. No other vehicle was involved. You sustain serious bodily injuries as a result of which you are hospitalised, receive medical treatment and are unable to work for one month. You suffer the following damages:

Hospital expenses	R8 500-00
Medical expenses	R4 000-00
Loss of income	R5 000-00
Your spectacles and wristwatch are destroyed. Total value	R2 000-00
General damages	R15 000-00

- 6.1 What damages may you claim from the Road Accident Fund in respect of the injuries you sustained? (1)
- 6.2 Is your claim in any way limited? If so, give full details of such limitations. (1)

6.3 Kan u die vervangingskoste van die beskadigde bril en horlosie van die Fonds verhaal? Motiveer u antwoord.

(2)

6.4 Watter regshulp is vir die Fonds beskikbaar indien dit bevind word dat seker van u beserings te wyte aan die feit is dat u nie 'n sitplek gordel tydens die ongeluk gedra het nie? Motiveer u antwoord.

(2)

6.5 Kan u enige skadevergoeding van u vriend verhaal? Indien wel, gee aan volle besonderhede daarvan en motiveer u antwoord.

(2)

6.6 Sal u eis in enige opsig anders wees indien dit bevind word dat 'n ander motor van agter af met u vriend se motor gebots het en daardeur veroorsaak het dat u vriend se motor die pad verlaat het? Motiveer u antwoord ten volle.

(2)

VRAAG 7 [8]

U kliënt konsulteer u in verband met die omstandighede van 'n motorbotsing waarin hy betrokke was. Hy was 'n passasier in 'n voertuig wat met 'n trek gebots het op die pad tussen Ladysmith en Newcastle. Die bestuurder van die trek was verantwoordelik vir die botsing.

U kliënt het 'n gebreekte femur en 'n gebreekte sleutelbeen opgedoen in die botsing en sy gewrig is erg ontwig. As gevolg daarvan was hy drie weke in die hospitaal en daarna was hy op krukke ontslaan en bly 'n verdere vier weke by die huis voordat hy kon terugkeer werk toe. U kliënt is ten volle betaal vir die tydperk wat hy van die werk af was, al was hy net geregtig op drie weke siekteverlof. Hy was lank werksaam by die besigheid en vir hierdie rede het sy werkgewer hom vir hierdie vier weke betaal ten spyte van die feit dat hy nie deur sy werksdienskontrak verplig was om hom daarvoor te betaal nie.

7.1 Stel die brief op wat u aan u kliënt se werkgewer sal rig waarin u al die inligting moet uiteensit wat u benodig om u kliënt se eis vir verlies van inkomste te formuleer en dit daarna te bewys. Neem in ag dat u kliënt ten volle betaal is terwyl hy van die werk afwesig was.

(7)

7.2 Watter bedrag kan in hierdie omstandighede geëis word ten opsigte van verlies van inkomste?

(1)

VRAAG 8 [2]

U tree op namens 'n arme kliënt wat u raadpleeg in verband met 'n skadevergoedingseis voortvloeiend uit beserings opgedoen in 'n motorbotsing kort voor die eis sal verjaar. Die MMF eisvorm en mediese verslag word voltooi en onderteken. U praktiseer in die

6.3 Can you recover the replacement cost of your damaged spectacles and wristwatch from the Fund? Motivate your answer.

(2)

6.4 What remedy in law would the RAF have should it be proved that certain of your injuries were caused because you were not wearing a safety belt at the time of the accident? Motivate fully.

(2)

6.5 Would you be able to sue your friend for any of the damages that you sustained? If so, please furnish full details thereof and motivate your answer fully.

(2)

6.6 Would your claim be different in any way were it proved that another vehicle had in fact collided with the rear of the vehicle you were travelling in, thereby causing it to leave the road as aforesaid? Motivate your answer fully.

(2)

QUESTION 7 [8]

You are consulted by your client who explains the circumstances of a motor collision in which he was involved. He was a passenger in a vehicle which collided with a lorry on the road between Ladysmith and Newcastle. The driver of the lorry was to blame for the collision.

Your client suffered a broken femur and a broken collarbone in the collision and his wrist was severely dislocated. As a result, he was hospitalised for three weeks and, when discharged, was still on crutches and obliged to stay at home for another four weeks. Only then could he return to work. Whilst away from work your client was paid in full, although he was only entitled to three weeks' sick leave. He was a long serving employee of the business where he was employed and for this reason his employer paid him for the extra four weeks although not obliged to do so in terms of your client's employment contract.

7.1 Draft an appropriate letter to your client's employer setting out all the information that you require to formulate and subsequently substantiate a claim for loss of earnings on your client's behalf. Bear in mind that your client received his full salary whilst away from work.

(7)

7.2 What amount can your client claim for past loss of earnings in these circumstances

(1)

QUESTION 8 [2]

You act on behalf of an indigent client who consults you shortly before his claim will prescribe regarding a claim for damages arising from injuries sustained in a motor vehicle collision. The MMF claim form and medical report are completed and signed. You practise in the

platteland en die eis sal verjaar oor twee dae.

- 8.1 Hoe sal u hierdie eisvorm betyds op die Fonds aflewer?
(½)
- 8.2 In hierdie omstandighede wanneer word dit geag dat die eisvorm afgelewer is?
(½)
- 8.3 In watter ander voorgeskrewe manier mag die eisvorm afgelewer word indien die tyd nie so kort was nie?
(½)
- 8.4 Hoe sal u aflewering aan die Fonds bewys in elk van die bogenoemde omstandighede?
(½)

VRAAG 9 [5]

U kliënt, 'n werknemer by 'n mynmaatskappy, was 'n passasier in 'n voertuig wat deur 'n mede-werknemer bestuur is. As gevolg van die bestuurder se nalatigheid vind 'n ongeluk plaas en u kliënt is beseer. Die bestuurder van die voertuig het die voertuig bestuur in die loop van sy diens en in die uitvoering van sy werkspligte as 'n werknemer van die mynmaatskappy.

U kliënt ly die volgende skadevergoeding:

Hospitaal onkoste	R2 500-00
Mediese onkoste	R4 000-00
Gelede verlies aan inkomste	R10 000-00
Algemene skadevergoeding	R40 000-00

- 9.1 Teen welke partye kan u kliënt 'n eis instel?
(1½)
- 9.2 Watter bedrag kan hy van elke party eis?
(2½)
- 9.3 Kan hy enige skadevergoeding van sy werkgever eis? Motiveer u antwoord.
(1)

VRAAG 10 [17]

Mnr en Mev Badvibe is betrokke in 'n egskeidingsgeding. Mev Badvibe het die gemeenskaplike woning verlaat en het haar tydelike intrek geneem by haar moeder en vader. Op of ongeveer 23 Maart 2002 breek Mnr Badvibe in by die huis van sy skoonma en steek sy vrou en beide sy skoonouers met 'n broodmes. Sy vrou en skoonma word albei gehospitaliseer maar oorleef die aanval. Mnr Badvibe word op die toneel van die voorval gearresteer en is huidiglik in aanhouding.

- 10.1 Wat is die hof verplig om die beskuldigde mee te deel in sake sy regte op borg tydens sy eerste verskyning in die Hof?
(3)
- 10.2 U ontvang instruksies vanaf Mnr Badvibe om namens hom op te tree voor sy eerste verskyning in die Hof. In die lig van

country and the claim will prescribe in 2 days time.

- 8.1 How would you lodge the claim form timeously with the Fund?
(½)
- 8.2 When is the claim form deemed to have been lodged in these circumstances?
(½)
- 8.3 If time is not of the essence, what is the other prescribed manner of lodgement?
(½)
- 8.4 How would you prove service on the Fund in each of the aforementioned instances?
(½)

QUESTION 9 [5]

Your client, an employee at a mining company, was a passenger in a vehicle driven by a co-employee. As a result of this driver's negligence an accident occurred and your client was injured. The driver of the vehicle drove it in the course of his employment and in the exercise of his duties as a servant of the mining company.

He suffers the following damages:

Hospital expenses	R2 500-00
Medical expenses	R4 000-00
Past loss of earnings	R10 000-00
General damages	R40 000-00

- 9.1 Against which parties can your client institute a claim?
(1½)
- 9.2 What amount can he claim from each party?
(2½)
- 9.3 Can he claim any damages from his employer? Motivate your answer.
(1)

QUESTION 10 [17]

Mr and Mrs Badvibe are involved in divorce proceedings and Mrs Badvibe has moved out of the common home and now stays temporarily with her mother and father. On the 23rd of March 2002 Mr Badvibe breaks down the door of the house of his mother-in-law and stabs his wife and both his parents-in-law with a bread knife. His wife and mother-in-law are both hospitalised but survive the attack. Mr Badvibe was arrested on the scene and is presently in custody.

- 10.1 At the accused's first appearance, what is the Court obliged to advise him as far as his rights to bail are concerned?
(3)
- 10.2 You receive instructions from Mr Badvibe prior to his first appearance in Court to defend him. Based on the foregoing

voorgemelde feite, watter klagtes kan u verwag sal die staat teen Mnr Badvibe inbring?

(4)

10.3 Onder watter omstandighede mag Mnr Badvibe se borgtog gekanselleer word?

(4)

10.4 U word deur Mnr Badvibe versoek om 'n pleit van skuldig aan te teken op 'n klag van aanranding met die opset om ernstig te beseer ten aansien van sy skoonpa alleen. Stel die pleitverduideliking in terme van Artikel 112(2) op insluitende die kopstuk.

(6)

VRAAG 11 [8]

vroegaand, net voor 17h00 op 'n wintersdag word die eienaar van 'n juwelierswinkel beroof deur twee gewapende mans van 15 horlosies ter waarde van ongeveer R500-00 elk. Die rowers ontsnap.

Drie dae later word een van die horlosies, nog steeds in sy oorspronklike houër, gevind in die besit van u kliënt, Mnr A na 'n roetine ondersoek deur die polisie. Die polisie versoek Mnr A om 'n kwitansie aan hulle te verskaf vir gemelde horlosie waarop u kliënt die polisie meedeel dat hy die horlosie die vorige dag gekoop het by 'n onbekende man in 'n nabygeleë kroeg vir die bedrag van R5-00.

Mnr A word gearresteer en na 'n verdere ondersoek deur die polisie blyk dit dat die horlosie een is van die horlosies gesteel in die rooftog by die juwelierswinkel. Mnr A word aangekla van roof en by die aanhoor van die saak roep die staat die eienares van die juwelierswinkel om getuie te lewer. Die eienares wys die horlosie uit as een van die items wat gesteel is by die winkel en dui aan dat Mnr A moontlik een van die twee persone kon wees wat haar beroof het. Sy is egter nie seker nie. Die staat roep ook Sersant Zulu wie onder eed bevestig dat hy die beskuldigde ondervra het en dat laasgenoemde aan hom aangedui het dat hy die horlosie gekoop het by 'n onbekende man by 'n nabygeleë kroeg die vorige dag. Die Staat sluit hierna hulle saak.

11.1 Bespreek elkeen van die volgende opsies wat aan u as die verdediging se regsvertegenwoordiger beskikbaar is en verskaf u redes vir u besluit:

11.1.1 'n Aansoek om ontslag in terme van Artikel 174.

(2)

11.1.2 Sluiting van die verdediging se saak sonder dat enige getuie gelei word.

(2)

11.1.3 U roep u kliënt, die beskuldigde om te getuig.

(2)

11.2 Noem die verskillende geoorloofde uitsprake waaraan u kliënt in die bogemelde feitestel skuldig bevind kan word.

(2)

facts, what charges can you expect the State to bring against Mr Badvibe?

(4)

10.3 In what circumstances may Mr Badvibe's bail be cancelled?

(4)

10.4 Mr Badvibe instructs you to tender a plea of guilty to assault with the intent to do grievous bodily harm in respect of his father-in-law, only. Draft his plea explanation in terms of Section 112(2), including the heading.

(6)

QUESTION 11 [8]

Shortly before 17h00 on a winter's day two men enter a jewellery shop and threaten the owner with a gun whereupon she hands over 15 watches worth approximately R500-00 each. The robbers escape.

Three days later the police, whilst on a routine crime prevention blitz, find one of the watches, still in its box, in the possession of your client, Mr A. The police ask Mr A to produce a receipt for the purchase thereof and he tells them that he bought it from an unknown man at a pub the previous day and paid R5-00 therefore.

Mr A is arrested and the police during the course of their investigations establish that the watch is one of those which was taken from the jewellery shop. Mr A is charged with robbery and at the trial the owner of the shop is called as a witness for the state. She identifies the watch as having been stolen from the jewellery shop and states that Mr A could possibly be one of the two persons who robbed her but she is not sure. The State also calls Sergeant Zulu who confirms that he questioned the accused about the watch and the accused told him that he had purchased same from an unknown man at a nearby pub the previous day. The State closes its case.

11.1 Comment on each of the following options which you have as defence attorney and furnish your reasons for your decision:

11.1.1 An application for the discharge in terms of Section 174.

(2)

11.1.2 Closing the defence case without calling any evidence.

(2)

11.1.3 Calling your client, the accused to give evidence.

(2)

11.2 Name the competent verdicts on which your client in the case above can be convicted.

(2)

PROKUREURSEKSAMEN

DEEL 2 BOEDELS

12 AUGUSTUS 2003

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. 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% 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 2 ESTATES

12 AUGUST 2003

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. 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 section.

VRAAG 1 [36]

H en W is binne gemeenskap van goed met mekaar getroud. H sterf op 1 Januarie 2002 en word oorleef deur sy vrou W en twee getroude seuns, John en James.

In hulle gesamentlike testament smelt H en W hulle boedels saam en bemaak hulle plaas aan hulle seuns en laat die restant van hulle saamgesmelte boedel aan die langselewende van hulle na.

W adieer.

Die enigste bates van die gesamentlike boedel is 'n plaas wat deur 'n Landbankwaardeerder vir R900 000 gewaardeer is en genoteerde aandele ter waarde van R2 000 000.

Die plaas word verhuur en die huurder betaal huurgelde van R40 000 per jaar, betaalbaar halfjaarlik vooruit op 1 Augustus en 1 Februarie elke jaar.

Die boedellaste (uitgesonderd boedelbelasting) bedra R500 000 wat kapitaalwinstbelasting van R100 000 insluit.

'n Herverdelingsooreenkoms word aangegaan in terme waarvan die plaas aan John toegeken word onderhewig daaraan dat hy die helfte van die waarde daarvan aan sy broer James moet betaal.

W word R750 000 deur ABC Versekeringsmaatskappy betaal in terme van 'n lewenspolis wat deur die oorledene uitgeneem is. Die oorledene het W as begunstigde onder die polis benoem.

W wil nie hê dat die eksekuteur enige boedelbates moet verkoop nie en sy onderneem om enige kontanttekort aan te vul.

Die eerste en finale likwidasië- en distribusierekening word 1 Maart 2002 gedateer.

Stel die volgende op:

- 1.1 Die rekapitulasië-opgawe
- 1.2 Die inkomste- en uitgawerekening
- 1.3 Die distribusierekening
- 1.4 Die boedelbelastingaddendum.

VRAAG 2 [14]

Jessie Queen sterf intestaat en word oorleef deur sy eggenote Anelle Queen, met wie hy binne gemeenskap van goed getroud was. Hy word ook oorleef deur sy seun Sam, wat hom opsetlik gedood het. Die netto gemeenskaplike boedel beloop R200 000-00 en bestaan uit vaste eiendom, roerende bates en kontant.

Stel die distribusierekening in Jessie se boedel op. Maak sodanige verduidelikende opmerkings as wat nodig mag wees.

VRAAG 3 [8]

John Jones bemaak R10 000 in kontant aan THE PEOPLES FUND in paragraaf 2.5 van sy testament gedateer 5 Januarie 2003. Hy wil

QUESTION 1 [36]

H and W are married in community of property. H dies on 1 January 2002 and is survived by his wife W and two married sons, John and James.

In their joint will H and W mass their estates and bequeath their farm to their sons and leave the residue of their massed estate to the surviving spouse.

W adiates.

The only assets of the joint estate are a farm valued by a Land Bank appraiser at R900 000 and shares listed on the JSE with a value of R2 000 000.

The farm is let and the lessee pays rental of R40 000 p.a. payable half-yearly in advance on 1 August and 1 February each year.

The liabilities of the estate (excluding estate duty) amount to R500 000 which includes Capital Gains Tax of R100 000.

A redistribution agreement is entered into in terms of which the farm is awarded to John on condition that he pays half the value of the farm to his brother James.

W is paid R750 000 by ABC Insurance Co. in terms of a life policy taken out by the deceased. The deceased had nominated W as beneficiary of the policy.

W does not wish any assets to be sold by the executor and has undertaken to pay into the estate any cash shortfall there may be.

The first and final liquidation and distribution account is dated 1 March 2002.

You are required to draw the following:

- 1.1 Recapitulation statement
- 1.2 Income and Expenditure account
- 1.3 Distribution account
- 1.4 Estate duty addendum

QUESTION 2 [14]

Jessie Queen died intestate and was survived by his spouse Anelle Queen, to whom he was married in community of property. He was also survived by his son Sam, who deliberately killed him. The net joint estate amounts to R200 000-00, consisting of fixed property, movables and cash.

Draw the distribution account in Jessie's estate. Make such explanatory remarks as are necessary.

QUESTION 3 [8]

John Jones bequeaths R10 000 in cash to THE PEOPLES FUND in paragraph 2.5 of his will dated 5 January 2003. He now wishes

nou hierdie bemaking kanselleer en in plaas daarvan R15 000 in kontant aan THE DESASTER RELIEF FUND bemaak.

Stel die toepaslike kodsil op.

VRAAG 4 [9]

A laat sy boedel in sy testament aan sy kinders na. Hy word oorleef deur drie kinders en twee kleinkinders. Die kleinkinders is kinders van 'n vooroorlede kind. Die balans vir verdeling is R1 000 000.

- 4.1 Hoe sal die boedel vererf?
- 4.2 Sal u antwoord verskil as A sy boedel aan sy kinders in gelyke dele nagelaat het?

VRAAG 5 [27]

Gordon Nel sterf op 1 Oktober 2001. Hy sterf kinderloos en word oorleef deur sy eggenote, Susan Nel, met wie hy buite gemeenskap van goed getroud was. Sy is as eksekutrise in sy testament benoem en sy nader u om as haar agent op te tree vir doeleindes van die bereddering van die boedel. Sy deel u mee dat sy nie by die sterfbed teenwoordig was nie en ook nie die liggaam na afsterwe geïdentifiseer het nie. Geen boedelbelasting is betaalbaar nie. Verduidelik die volgende met betrekking tot die bereddering van die boedel:

- 5.1 Welke dokumente moet by die Meester ingedien word om die boedel volledig te rapporteer? (7)
- 5.2 Welke statutêre pligte moet deur u nagekom word nadat die Meester die Eksekuteursbrief uitgereik het? (5)
- 5.3 Wanneer moet u die likwidasië-en Distribusierekening by die Meester indien? Verduidelik in detail wat u moet doen indien u nie in staat is om die rekening betyds in te dien nie. (10)
- 5.4 Die Meester keur u rekening goed en gee u toestemming om dit te adverteer.
- i) Waar moet die kennisgewing geplaas word?
- ii) Vir welke periode moet die rekening geadverteer word?
- iii) Wat is die doel van hierdie advertensie? (5)

VRAAG 6 [6]

H en W is buite gemeenskap van goed met mekaar getroud en hulle het twee minderjarige kinders. In geval H (die man) eerste sou sterf, wil H en W hulle afsonderlike boedels laat saamsmelt en na 'n testamentêre trust laat gaan ten bate van W en die kinders.

Stel die samesmeltingsklousule en die bemaking aan die trust op. U hoef nie die testamentêre trustakte as sodanig op te stel nie - slegs die klousule waarin die partye se afsonderlike boedels saamgesmelt word en aan die trust bemaak word, word verlang.

to cancel this bequest and instead to bequeath R15 000 in cash to THE DISASTER RELIEF FUND.

Draw the appropriate codicil.

QUESTION 4 [9]

A in his will leaves his estate to his children. He is survived by three children and two grandchildren. The grandchildren are the children of a predeceased child. The balance for distribution is R1 000 000.

- 4.1 How will the estate devolve?
- 4.2 Will your answer differ if A's will had left his estate to his children in equal shares?

QUESTION 5 [27]

Gordon Nel died on 1 October 2001. He died childless and was survived by his spouse Susan Nel to whom he was married out of community of property. She was nominated as the executrix in his will and she approaches you to act as her agent in the administration of his estate. She informs you that she was not present at his death bed and she did not identify his body after his death. No estate duty is payable. With regard to the administration of his estate, explain the following:

- 5.1 Which documents must be lodged with the Master in order to report the estate in full? (7)
- 5.2 Which statutory duties must you comply with after the Master has issued the Letters of Executorship? (5)
- 5.3 When do you have to lodge the liquidation and distribution account with the Master? Explain in detail what you should do if you are unable to lodge the account in time. (10)
- 5.4 The Master approves your account and gives you permission to advertise it.
- i) Where should you place the notice?
- ii) For which period must the account be advertised?
- iii) What is the purpose of this advertisement? (5)

QUESTION 6 [6]

H and W are married out of community of property and they have two minor children. Should H (the husband) die first, they want their separate estates to be massed and put into a testamentary trust for the benefit of W and the children.

Draw the clause effecting the massing and the bequest to the trust. You need not draw the testamentary trust deed as such: only the massing clause and the bequest to the trust is required.

PROKUREURSEKSAMEN

DEEL 3 PROKUREURSPRAKTYK

13AUGUSTUS2003

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 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 druipe.

ATTORNEYS' EXAMINATION

PART 3 ATTORNEY'S PRACTICE

13AUGUST2003

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 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 [30]

U tree op namens die eienaar van 'n woonhuis wat dit aan 'n huurder wil verhuur.

Stel slegs daardie klousules van die huurkontrak op wat nodig is om vir die volgende situasies en gebeurlikhede voorsiening te maak. Versin u eie feite soos nodig.

- 1.1 'n Moontlike kontrakbreuk deur die huurder (13)
- 1.2 Behoorlike instandhouding van die huureiendom. (10)
- 1.3 'n Aanpassing van die huurgeld in geval van 'n verhoging in erfbelasting. (7)

VRAAG 2 [10]

Die voorgename verhuurder en huurder van 'n sake perseel gee u opdrag om 'n huurooreenkoms op te stel.

Stel 'n klousule op wat aan die huurder 'n opsie verleen om die huurtydperk te verleng. Versin u eie feite soos nodig.

VRAAG 3 [10]

Wat verstaan u onder die uitdrukkings:

- 3.1 'n opsie om te koop; en
3.2 'n voorkoopsreg

VRAAG 4 [4]

Noem sonder bespreking, die vier wesentlike kenmerke van 'n vennootskap.

VRAAG 5 [16]

U tree as prokureur op vir 'n groot finansiële instelling. Bespreek kortliks die volgende.

- 5.1 U kom ooreen om die verbandregistrasiegelde wat u normaalweg vra, te verminder as gevolg van die volume werk wat u van die kliënt ontvang. Is dit toelaatbaar? (4)
- 5.2 Mag u vir die personeel van die finansiële instelling in egskedingsake *pro amico* optree? (2)
- 5.3 Mag u 'n vakansiewoonstel gratis aan die senior bestuurslede van u kliënt beskikbaar stel? (2)

QUESTION 1 [30]

You act on behalf of the owner of a residence, who wishes to let it to a tenant.

Draw only those clauses of the lease agreement that are necessary to provide for the following situations and occurrences. Where necessary, devise your own facts.

- 1.1 possible breach of contract by the tenant; (13)
- 1.2 proper maintenance of the leased property; (10)
- 1.3 an adjustment of the rental in the event of an increase in rates. (7)

QUESTION 2 [10]

The prospective lessor and lessee of business premises instruct you to draw a lease agreement.

Draft the clause which grants an option in favour of the lessee to extend the period of lease. Where necessary, devise your own facts.

QUESTION 3 [10]

What do you understand by the expressions:

- 3.1 an option to purchase; and
3.2 a right of pre-emption

QUESTION 4 [4]

Enumerate, without elaborating, the four essential characteristics of a partnership.

QUESTION 5 [16]

You are an attorney acting for a large financial institution. Discuss the following briefly.

- 5.1 You agree to reduce the bond registration fees you normally charge because of the volume of work received from the client. Is this permissible? (4)
- 5.2 May you act *pro amico* for the staff of the financial institution in divorce matters? (2)
- 5.3 May you make your holiday apartment available to the senior management of the client free of charge? (2)

5.4 Mag u 'n elendomsagent se kommissie voor die oordrag van 'n onroerende eiendom betaal?

(4)

5.5 'n Konkurrent van u op die finansiële instelling se paneel van prokureurs wil graag 'n groter aandeel van u kliënt se regs werk bekom en stel voor dat hy/sy haar gelde sal verminder na 'n bedrag wat minder is as wat u vra? Mag hy/sy dit doen?

(4)

VRAAG 6 [25]

Bespreek kortliks die volgende vrae:

5.1 Mag 'n prokureur 'n fool op 'n brevet (opdrag) aan 'n advokaat merk sonder om dit vooraf met die advokaat te bespreek?

(3)

6.2 Mag 'n prokureur vereis dat 'n advokaat 'n konsultasie/vergadering in die prokureurse kantore bywoon?

(3)

6.3 Mag 'n prokureur versoek dat die kliënt met advokaat konsulteer in afwesigheid van die prokureur?

(3)

6.4 Die wyse waarop dispute oor die gelde wat 'n advokaat hef, besleg word.

(6)

6.5 Wat is 'n getrouheidsfondssertifikaat?

(2)

6.6 Hoe en wanneer word dit verkry?

(5)

6.7 Wat is die gevolge daarvan dat 'n prokureur versuim om die getrouheidsfondssertifikaat te hernu?

(3)

VRAAG 7 [5]

U word genader deur 'n kliënt wat u versoek om sekere werk te doen. Voordat u die mandaat aanvaar, word u egter deur 'n ander kliënt genader met opdragte wat veel meer wins sal oplewer as die werk wat eerste deur die ander kliënt aan u aangebied is. Vanweë tyd druk sal u nie albei mandate kan aanvaar nie.

Moet u die eerste mandaat aanvaar of staan dit u vry om enigeen van die twee mandate te aanvaar? Gee redes vir u antwoord.

5.4 May you pay an estate agent the commission due prior to transfer of immovable property?

(4)

5.5 A competing attorney on the panel of attorneys of the financial institution wishes to gain a larger portion of the client's total legal work and proposes reducing his/her charges below those which you charge. May he/she do this?

(4)

QUESTION 6 [25]

Discuss briefly the following:

6.1 May an attorney mark the fee on a brief to an advocate without discussing same with the advocate beforehand?

(3)

6.2 May an attorney require an advocate to attend a consultation/meeting at the attorney's offices?

(3)

6.3 May an attorney request the client to consult with counsel in the attorney's absence?

(3)

6.4 The manner in which a dispute of the fees charged by the advocate is resolved.

(6)

6.5 What is fidelity fund certificate?

(2)

6.6 How and when is one obtained?

(5)

6.7 What are the consequences following upon an attorney failing to renew the fidelity fund certificate?

(3)

QUESTION 7 [5]

You are approached by a client who requests you to do some work. Before you accept the mandate, however, another client approaches you with instructions which will produce far more profit for you than the work first offered by you by the other client. Because of time constraints you cannot accept both mandates.

Must you accept the first mandate or are you free to choose either of the two mandates? Give reasons.

PROKUREURSEKSAMEN

DEEL 4 BOEKHOU

13AUGUSTUS 2003

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 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. Joernaalinskrywings 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

13AUGUST 2003

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 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 section.

VRAAG 1 [15]

U besigheidskasboek toon 'n oortrokke saldo van R64 722 op 30 Junie 2002. Die bankstaat toon 'n saldo van R81 086 op dieselfde datum. 'n Vergelyking van die kasboek en die bankstaat toon die volgende:

- 'n Tjek vir R8 388 gemerk "Verwys na Trekker" is nog nie in die kasboek aangeteken nie.
- Bankkoste van R1 809 is nog nie in die kasboek aangeteken nie.
- Rente op die oortrokke saldo van R713 is nog nie in die kasboek aangeteken nie.
- 'n Telegrafiese oorplasing van R7 980 ontvang van 'n kliënt ter afbetaling van u fooie rekening is nog nie in die kasboek aangeteken nie.
- Die bank het u rekening foutiewelik gedebiteer met R2 169.
- 'n Trusttjek vir R7 301 is foutiewelik deur die bank uit u besighedsrekening betaal.
- 'n Deposito van R5 317 is foutiewelik in u kasboek as R5 173 aangeteken.
- Tjeks ter waarde van R6 432 is nog nie by die bank vir betaling aangebied nie.
- 'n Deposito van R10 000 is nie op die bankstaat getoon nie.
- 'n Tjek van R2 930 is foutiewelik in u kasboek as R2 390 aangeteken.

GEVRA:

- 1.1 Stel die aanvullende kasboek vir Junie 2002 op.
- 1.2 Stel die bankrekonsiliasiestaat op 30 Junie 2002 op.

VRAAG 2 [30]

U ontvang die volgende staat van u korrespondent:

Swart teen Wit

Dagvaardigingsfooie	300	100
BTW	42	14
Betaal balju	100	
Kontant - Wit		1800
Invorderingskommissie	180	60
BTW	24	8
Tjek hiermee	1 336	
	1 982	1 982

Teken die bogenoemde transaksies in u boeke van eerste inskrywing en grootboeke aan. Plaas die bedrag waarop u geregtig is, oor na u besighedsbankrekening.

QUESTION 1 [15]

Your business cash book at 30 June 2002 reflects an overdrawn balance of R64 722. The bank statement balance at the same date is R81 086. A comparison of your cash book and the bank statement reveals the following:

- A cheque for R8 388 marked "refer to drawer" has not been entered in the cash book.
- Bank charges of R1 809 has not been entered in the cash book.
- Interest of R713 on the overdraft has not been entered in the cash book.
- A telegraphic transfer from a client in payment of your fee account of R7 980 has not been entered in your cash book.
- The bank has incorrectly debited your account with R2 169.
- A trust cheque for R7 301 has been incorrectly paid by the bank from your business account.
- A deposit of R5 317 has been incorrectly entered in your cash book as R5 173.
- Cheques totalling R6 432 have not yet been presented to the bank for payment.
- A deposit of R10 000 is not reflected on the bank statement.
- A cheque for R2 930 has been incorrectly recorded in the cash book as R2 390.

REQUIRED:

- 1.1 Prepare a supplementary cash book for 30 June 2002.
- 1.2 Prepare a bank reconciliation statement at 30 June 2002.

QUESTION 2 [30]

You receive the following statement from your correspondent:

Black vs White

Summons fees	300	100
VAT	42	14
Paid Sheriff	100	
Cash White		1800
Collection commission	180	60
VAT	24	8
Cheque herewith	1 336	
	1 982	1 982

You are required to record all the above transactions in your books of prime entry, and ledger account. Transfer the amount you are entitled to, to your business banking account.

VRAAG 3 [25]

U kliënt David gee u opdrag om 'n Inter Vivos trust te registreer en 'n boedelplan vir hom op te stel. U reik inkomsteseëls van R180 uit u voorraad van seëls uit, en hef 'n fooi van R3 000 tesame met BTW teen 14% van R420.

U moet die bogenoemde transaksies in u rekeningboeke aanteken. Verreken volledig aan u kliënt deur 'n verrekeningstaat op te stel.

VRAAG 4 [30]

U ontvang op 5 Februarie 2002 die volgende bedrae van u kliënte.

- a) Kliënt Reddy betaal u 'n kontantbedrag van R40 000 synde die koopprys van 'n eiendom. Die verkoopakte magtig u om die geld namens hom te belê. U belê die geld by 'n bougenootskap.
- b) Kliënt van der Merwe betaal u 'n kontantbedrag van R100 000 wat u namens hom moet hou totdat oordrag van 'n vaste eiendom geregistreer is.
- c) Kliënt Ngubane deponeer 'n kontantbedrag van R68 500 by u om in trust gehou te word hangende 'n kompromie-aanbod.
- d) Kliënt Adams betaal 'n kontantbedrag van R30 000 aan u om in trust gehou te word ter skikking van 'n egskeidingsgeding.
- e) Kliënt Khoza betaal 'n kontantbedrag van R50 000 aan u vir die koop van 'n motorkar van u kliënt.
 - U besluit om R150 000 by Nedbank in 'n trustbelegging te belê.
 - U betaal die verkoper R50 000 vir die verkoop van die motorkar.
 - Op 28 Februarie 2002 besluit u om al die bogemelde trustbeleggings te onttrek en ontvang R42 200 van die bougenootskap en R151 500 van Nedbank. U betaal die rente wat ontvang word aan die begunstigdes oor.

GEVRA:

- 4.1 Teken die bogenoemde transaksies in u trustkasboek en trustgrootboek aan.
- 4.2 Dui aan hoe u sal vasstel of u genoegsame fondse in u trustbankrekening het om u verpligtinge aan trustkrediteure na te kom.

QUESTION 3 [25]

Your client David instructs you to register an Inter Vivos trust and prepare an estate plan for him. He gives you a deposit of R5 000 to cover your fees and disbursements. You issue revenue stamps of R180 from your stock of stamps and charge a fee of R3 000 plus VAT at 14% of R420.

Record the abovementioned transactions in your accounting records and account fully to your client by preparing an accounting statement.

QUESTION 4 [30]

You receive the following amounts from your clients on 5 February 2002.

- a) Client Reddy pays you R40 000 in cash for the purchase price of a property. The agreement mandates you to invest the money on his behalf. You invest the money with a Building Society.
- b) Client van der Merwe pays you R100 000 in cash to be held in Trust pending transfer of a property.
- c) Client Ngubane deposits R68 500 in cash to be held in trust pending a compromise offer.
- d) Client Adams pays you R30 000 in cash to be held in trust pending settlement of a divorce action.
- e) Client Khoza pays you R50 000 for the purchase of a motor car from your client.
 - You decide to invest R150 000 in a Trust Investment at Nedbank.
 - You pay the Seller R50 000 for the sale of the motor car.
 - On 28 February 2002 you withdraw all Trust Investments and receive R151 500 from Nedbank and R42 200 from the Building Society. You pay the interest to the beneficiaries.

REQUIRED:

- 4.1 Record all transactions in the cash books and ledgers.
- 4.2 Indicate how you determine whether you have sufficient monies in your Trust Account to pay Trust Creditors.