

PROKUREURSEKSAMEN

DEEL 1 HOFPROSEDURES

17 FEBRUARIE 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.

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 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% 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

17 FEBRUARY 2004

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 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 [11]

ABC (Edms) Bpk, (hierna ABC genoem) en XYZ (Edms) Bpk, (hierna XYZ genoem), het 'n skriftelike kontrak te Durban aangegaan in terme waarvan ABC goedere aan XYZ verkoop het. Die goedere is afgelewer te die voorraadstoor van XYZ in Johannesburg. In terme van die ooreenkoms moes betaling van die koopsom van R10 miljoen geskied het te die hoofkantoor van ABC in Kaapstad welke kantoor ook die geregistreerde adres van ABC is. XYZ se hoofplek van besigheid is geleë in Bloemfontein maar sy geregistreerde adres is in Kimberley. XYZ versuim om te betaal.

- 1.1 Met verwysing na al die hier bovermelde stede dui aan of die betrokke plaaslike of provinsiale afdelings wat daar gesetel is, jurisdiksie het om ABC se eis aan te hoor al dan nie. Gees redes vir u antwoord. [5]
- 1.2 Noem enige ander provinsiale afdeling wat ook jurisdiksie sou kon hê om die saak aan te hoor en vermeld die rede vir u antwoord. [2]
- 1.3 Sou 'n klousule in die ooreenkoms in terme waarvan die partye toestem tot die jurisdiksie van die landdroshof geldig wees? [1]
- 1.4 Uit welke landdroshof of howe sou u kon dagvaar met die eisoorzaak "goedere verkoop en gelewer" indien die landdroshof jurisdiksie het ten opsigte van die bedrag. Motiveer u antwoord kortliks. [3]

VRAAG 2 [14]

U word gekonsulteer deur mevrou X wat u meedeel dat die huweliksverhouding tussen haar en haar man onherstelbaar verbrekkel het en dat daar geen redelike vooruitsig is om die huwelik te red nie.

Mevrou X deel u mee dat sy met haar man getroud is op 1 Julie 1993 te Johannesburg en oorhandig aan u 'n voorhuwelikse kontrak. Die HVK maak voorsiening daarvoor dat die huwelik buite gemeenskap van goedere is met insluiting van die aanwasbedeling. Die HVK lys bates in haar boedel ten bedrae van R100 000 en in die boedel van haar man ten bedrae van R250 000 tydens kontraksluiting.

Twee minderjarige kinders is gebore uit die huwelik, 'n dogter ouderdom 3 en 'n seun ouderdom 7. Sy deel u verder mee dat sy nie sedert die geboorte van die oudste kind gewerk het nie.

Mevrou X deel u mee dat die huidige waarde van haar boedel R200 000 is en die van haar man R1, 5 miljoen. (Postuleer die waarde van R1-00 in 1993 as R2-00 in 2004).

QUESTION 1 [11]

ABC (Pty) Ltd (hereinafter referred to as ABC) and XYZ (Pty) Ltd (hereinafter referred to as XYZ) entered into a written agreement at Durban in terms whereof ABC sold goods to XYZ. The goods were delivered to XYZ's warehouse in Johannesburg. In terms of the agreement payment of the purchase price of R10 million was to be made at the head office of ABC in Cape Town, which office is also the registered office of ABC. XYZ's principal place of business is situated in Bloemfontein but its registered office is in Kimberley. XYZ fails to pay.

- 1.1 With reference to every one of the above mentioned cities indicate whether the local or provincial division situated in such city has jurisdiction to entertain ABC's claim or not. Give reasons for your answers. [5]
- 1.2 Name any other provincial division that could also have jurisdiction to hear the matter and give the reason for your answer. [2]
- 1.3 Would a clause in the agreement consenting to the jurisdiction of the magistrates' court be valid? [1]
- 1.4 Out of which magistrates' court or courts could you issue summons, if the magistrate's court had jurisdiction in regard to the amount, the cause of action being "goods sold and delivered". Briefly motivate your answer. [3]

QUESTION 2 [14]

You are consulted by Mrs X who informs you that the marriage relationship between her and her spouse has irretrievably broken down, and there are no reasonable prospects of saving the marriage.

Mrs X informs you that she married her husband on 1st July 1993 at Johannesburg and hands to you an Ante Nuptial Contract. The ANC provides that the marriage is out of community of property, with inclusion of the accrual regime. The ANC lists assets in her estate of R100 000 and that of her husband at R250 000 at the time of the entering into the contract.

Two minor children were born of the marriage, a daughter aged 3 and a son aged 7. She further informs you that she has not worked since the birth of the eldest child.

Mrs X also advises that the present value of her estate is R200 000 and that of her spouse R1, 5 million. (Postulate the value of R1-00 in 1993 as R2-00 in 2004.)

Die huweliksverhouding tussen die partye het nie skipbreuk gely as gevolg van wangedrag aan die kant van enige van die partye nie maar die partye het uiteenlopende belangstellings ontwikkel en verkies om nie meer getroud te bly nie. Met gebruik van sodanige ander denkbeeldige feite as wat nodig mag wees:-

- 2.1 Stel die besonderhede van vordering op ten einde die aksie omegskeiding aanhangig te maak. (9)
- 2.2 Verduidelik die faktore en benadering wat die hof sal gebruik met betrekking tot die volgende:
- 2.2.1 'n Eis vir onderhoud ten aansien vir die minderjarige kinders. (1)
- 2.2.2 'n Eis vir onderhoud ten aansien vir die eiseres. (1)
- 2.2.3 Die vermoënsregtelike gevolge van die egskedding. (2)
- 2.3 Watter ander dokumente moet opgestel word voor die uitreiking van dagvaarding? (1)

VRAAG 3 [9]

- 3.1 'n Winkelier bestel en ontvang rokke teen 'n koopprys van R40 000 van 'n vervaardiger gedurende Januarie 2003. In Februarie 2003 bestel en ontvang hy rokke van dieselfde vervaardiger ter waarde van R70 000. Nieteenstaande aanmaning versuim hy om die bedrag van R110 000 te betaal wat steeds uitstaande is. U kliënt, die vervaardiger, gee u instruksies om dagvaarding uit te reik.
- Can u dagvaarding uitreik vir die uitstaande bedrag in die Landdroshof? Motiveer u antwoord. (3)
- 3.2 John Smith het sy vakansie in Kaapstad deurgebring. Hy woon in Durban en werk in Pietermaritzburg. Terwyl hy met vakansie is, konsulteer hy 'n prokureur, Joe Bloggs, wat in Kaapstad woon. Die konsultasie vind plaas in Joe Bloggs se kantoor in Belville. Smith het versuim om sy rekening vir hierdie dienste te betaal en Bloggs will dagvaar.
- Watter Landdroshofe het jurisdiksie om die saak te verhoor? Motiveer kortliks u antwoord. (6)

VRAAG 4 [6]

U reik dagvaarding uit in die Landdroshof namens u kliënt vir die herstelkoste van sy motorvoertuig, beskadig in 'n motorongeluk. Na betekening van die dagvaarding versuim die verweerder om verdediging aan te teken.

The marriage relationship did not break down due to any misconduct on the part of either of the parties, who have developed divergent interests and no longer wish to remain married. Using such other imaginary facts as may be necessary:-

- 2.1. Draft the particulars of claim to institute divorce proceedings. (9)
- 2.2 Explain the factors and approach which the Court will adopt in regard to:
- 2.2.1 A claim for maintenance in respect of the children. (1)
- 2.2.2 A claim for maintenance in respect of the plaintiff. (1)
- 2.2.3 The proprietary consequences of the divorce. (2)
- 2.3 What other documents should be prepared prior to the issue of summons. (1)

QUESTION 3 [9]

- 3.1 A shopkeeper orders and receives delivery of dresses from a manufacturer at a price of R40 000 in January 2003. In February 2003 he orders and receives dresses from the same manufacturer to the value of R70 000. Despite demand he fails to pay the R110 000 that he now owes. Your client, the manufacturer instructs you to sue.
- Can you sue for the outstanding amount in the Magistrate's Court? Motivate your answer. (3)
- 3.2 John Smith spent his holiday in Cape Town. He lives in Durban and works in Pietermaritzburg. Whilst on holiday, he consulted an attorney, Joe Bloggs, who lives in Cape Town. The consultation took place at Joe Bloggs office in Belville. Smith failed to pay Bloggs' account for these services and Bloggs wishes to sue.
- Which Magistrate's Courts have jurisdiction to hear the case? Motivate your answer briefly. (6)

QUESTION 4 [6]

You issue summons out of the Magistrate's Court on behalf of a client for the cost of repairing the damage to your client's vehicle caused in a motor vehicle accident. The defendant fails, after service of summons, to enter appearance to defend.

Stel die dokument op wat u by die versoek om vonnis by verstek sal aanheg vir indiening by die klerk van die hof, met weglating van die opskrif en einde. Voeg enige ontbrekende feite na u goeddunke by.

Prepare the document, omitting the heading and ending, that would accompany a request for default judgment that you would lodge in court. Add any additional facts which you may deem necessary.

VRAAG 5 [10]

QUESTION 5 [10]

U word geraadpleeg deur Mnr Smart, op wie 'n voorlopige vonnis-dagvaarding beteken is waarin betaling van 'n bedrag gevorder word op grond van 'n onteerde tjek wat Mnr Smart getrek het om vir meubels te betaal. Mnr Smart adviseer dat kort na die meubels afgelewer is hy uitgevind het dat die meubels defektief was en dat hy dadelik daarna sy bank opdrag gegee het om betaling van die tjek te staak. U liasseer 'n beëdigde verklaring namens u kliënt waarin sy verweer uiteengesit word.

You are consulted by Mr. Smart who has been served with a provisional sentence summons for the amount of a dishonored cheque which he drew to pay for furniture he purchased. Mr. Smart advises you that shortly after receiving the furniture he established that the furniture was defective and he thereafter immediately instructed his bank to stop payment on the cheque. You file an affidavit on behalf of your client wherein his defence is set out.

5.1 Indien u die Landdros is wat aangestel is om die saak aan te hoor sal u voorlopige vonnis toestaan of weier indien daar aanvaar word dat die Verweerder sy handtekening op die tjek erken en die Eiser betwis dat die meubels defektief is? Geen deskundige getuienis is deur enige van die partye in hulle beëdigde verklarings aangebied nie.

5.1 If you were the Magistrate appointed to hear the matter, would you grant or refuse provisional sentence assuming that the Defendant admits his signature on the cheque and the Plaintiff disputes that the furniture is defective? No expert evidence is submitted by either party in their affidavits.

(1)

(1)

5.2 Meld watter toets toegepas behoort te word deur die Landdros ten einde te beslis of voorlopige vonnis toegestaan moet word al dan nie.

5.2 State what test the Magistrate should apply in order to decide whether or not to grant provisional sentence.

(4)

(4)

5.3 Welke stappe sou u namens u kliënt neem om verdediging voort te sit indien voorlopige vonnis teen hom toegestaan word?

5.3 If provisional sentence is granted against your client, what steps would you take to continue the defence?

(6)

(6)

VRAAG 6 [10]

QUESTION 6 [10]

Op 14 Maart 2003 in Bellairweg, Mayville het 'n motorbotsing plaasgevind tussen twee taxi's met registrasie nommers ND 123 en ND 555. X en Y was passassiers wat teen vergoeding vervoer is in motorvoertuie ND 123 en ND 555 respektiewelik en albei is erg beseer in die botsing. Beide voertuie het nie 'n geldige vervoerpermit in terme van die Padvervoer Wet 74 van 1977 gehad nie. Die ongeluk is uitsluitlik veroorsaak deur nalatigheid van die bestuurder van motorvoertuig ND 555.

On 14 March 2003 on Bellair Road, Mayville a collision occurred between two taxis with registration numbers ND 123 and ND 555. X and Y were passengers who were conveyed for reward in motor vehicles ND 123 and ND 555 respectively, were severely injured as a result of the collision. Both motor vehicles did not have a valid public permit in terms of the Road Transportation Act 74 of 1977. The collision was caused exclusively by the negligence of the driver of motor vehicle ND 555.

As gevolg van die beserings wat in die botsing opgedoen is:

As a result of the injuries sustained in the collision:

(a) X het skade gely ten bedrae van R150 000 wat soos volg bereken is:

(a) X suffered damages in an amount of R150 000 which is calculated as follows:

Hospitaal-kostes	R20 000
Verlies van inkomste	R30 000
Algemene skade	R100 000

Hospital expenses	R20 000
Loss of earnings	R30 000
General damages	R100 000

(b) Y het skade gely ten bedrae van R220 000 wat soos volg bereken is:

(b) Y suffered damages in the sum of R220 000 which is calculated as follows:

Hospitaal-kostes	R30 000
Verlies van inkomste	R40 000
Algemene skade	R150 000

Hospital expenses	R30 000
Loss of earnings	R40 000
General damages	R150 000

6.1 Beskryf die aard en bedrag van die eis, indien enige, wat X en Y teen die Padongeluksfonds het. Motiveer u antwoord ten volle.

(7)

6.2 Neem aan dat beide bestuurders gelyk verantwoordelik was vir die botsing. Sal u advies aan X en Y enigszins verskil? Voorsien volle redes vir u antwoord.

(3)

VRAAG 7 [3]

X, 'n voetganger, is op 15 Mei 2003 beseer as gevolg van die nalatige bestuur deur die versekerde bestuurder. 'n Derde party eis namens X is by die Padongeluksfonds deur 'n eiskonsultant ingedien. Die fonds weier om X se eis te aanvaar.

Is die fonds geregtig om so op tree? Gee volledige redes vir u antwoord.

VRAAG 8 [3]

U kliënt, 'n betalende passasier op 'n motorfiets is op 15 Junie 2003 beseer as gevolg van die nalatigheid van die motorfiets bestuurder. Het u kliënt 'n eis teen die Padongeluksfonds? Motiveer u antwoord.

VRAAG 9 [3]

U word gekonsulteer deur 'n vader, wie se seun op 6 Junie 2003 in 'n motorbotsing oorlede is as gevolg van die nalatigheid van die bestuurder van motorvoertuig ND 1000. Hy oorhandig rekeningstate wat bestaan uit die volgende items:

(i)	Koste van 'n doodskis	R2 000
(ii)	Koste van die begrafnisondernemer	R2 500
(iii)	Grafsteen	R5 000
(iv)	Verversingskoste vir begrafnis bywoners	R2 000

Adviseer u kliënt ten opsigte van die items en bedrae wat van die Padongeluksfonds geëis kan word. Gee volledige redes vir u antwoord.

VRAAG 10 [2]

10.1 Wie is verantwoordelik om die mediese verslag wat aangeheg moet word by die eisvorm wat ingedien moet word by die Padongeluksfonds te voltooi en te onderteken?

10.2 As die persoon wat verantwoordelik is vir die voltooiing en ondertekening van die bogenoemde mediese verslag onbeskikbaar is, wie kan genader word om die vorm te voltooi te onderteken?

6.1 Describe the nature and amount of the claim, if any, which X and Y have against the Road Accident Fund. Motivate your answer fully.

(7)

6.2 Assuming that both drivers were equally to blame for the collision, will your advice to X and Y be different? Give full reasons for your answer.

(3)

QUESTION 7 [3]

X was a pedestrian who was injured on 15 May 2003 due to the negligent driving on the part of the insured driver. A third party claim on behalf of X was lodged with the Road Accident Fund by a claims consultant. The Road Accident Fund refuses to entertain X's claim.

Is it entitled to do so? Give reasons for your answer.

QUESTION 8 [3]

Your client who was a fare paying motor cycle passenger was injured on 15 June 2003 due to the negligence of the driver of the motor cycle. Does your client have a claim against the Road Accident Fund? Give reasons for your answer.

QUESTION 9 [3]

You are consulted by a father, whose son was killed on 6 June 2003 in a motor vehicle collision due to the negligence of the driver of motor vehicle ND 1000. He produces statements of accounts which consist of the following items:

(i)	Cost of coffin	R2 000
(ii)	Cost of Undertaker	R2 500
(iii)	Gravestone	R5 000
(iv)	Refreshment costs for mourners	R2 000

Advise your client as to which items and what amounts may be claimed from the Road Accident Fund. Give reasons for your answer.

QUESTION 10 [2]

10.1 Who must complete and sign the medical report attached to the Claim Form which must be lodged with the Road Accident Fund?

10.2 If the party required to complete and sign the aforesaid medical report is unavailable to do so, who can be approached to complete and sign same?

VRAAG 11 [4]

Nadat die pleitstukke in 'n saak gesluit is, maak die Padongeluksfonds 'n skikkingsaanbod in terme van Reël 34 van die Hooggeregshof reëls wat aanvaarbaar is vir u kliënt.

- 11.1 Hoe sal u die Verweerder in kennis stel dat u kliënt die aanbod aanvaar?
- 11.2 U ontvang eers die tjek ter vereffening van dieskikking twee maande nadat die aanbod aanvaar is. Is u kliënt geregtig op rente, en indien wel, vanaf watter datum en teen watter koers?
- 11.3 Wat kan u kliënt doen indien die Fonds na aanvaarding van die aanbod weier/versuim om te betaal?

VRAAG 12 [14]

Mnr M, 'n prominente besigheidsman van Bloemfontein, wie 'n eerste oortreder is met 'n onaantasbare besigheids- en sosiale agtergrond, pleit skuldig aan vier en dertig aanklagte van nalate om BTW deur hom ontvang, wat R320 000 beloop, oor te betaal aan die Suid Afrikaanse Inkomstediens. Te alle relevante tye is die BTW opgawevorms by die SAID ingedien maar kon hy nie die gelde ten opsigte daarvan verskuldig oorbetal nie as gevolg van 'n kontantvloeioprobleem in sy besigheid.

Voor die aanvang van die verhoor slaag Mnr M egter daarin om die geheel van die bedrag uitstaande oor te betaal aan die SAID. 'n Korrektiewe toesigverslag word bekom waarin bevind en aanbeveel word dat die beskuldigde 'n ideale kandidaat is vir korrektiewe toesig. Gemelde verslag word voor die hof geplaas en die staatsaanklaer beveel aan by oplegging van vonnis dat 'n boete of korrektiewe toesig as 'n gepaste vonnis oorweeg behoort te word. Die Voorsittende Beampte vonnis die beskuldigde tot ses maande gevangenisstraf op elke aanklagte welke vonnis in totaliteit opgeskort word vir 'n periode van 5 jaar op voorwaarde dat die beskuldigde nie skuldig bevind word aan enige oortreding insake BTW nie. Die kumulatiewe effek van die vonnis is dat die beskuldigde gevonnissen kan word tot 17 jaar gevangenisstraf indien hy skuldig bevind word aan 'n soortgelyk misdad in the toekoms.

U ontvang instruksies om appel teen die vonnis aan te teken.

- 12.1 Stel die kennisgewing van appél op, insluitende die kopstuk. (8)
- 12.2 As gevolg van omstandighede buite u beheer is u buite die voorgeskrewe 15 dae tydperk met die liassering van die kennisgewing van appél en volmag.
- Watter prosedures sal u moet volg in die omstandighede en watter aspekte moet u spesifiek hanteer? (4)

QUESTION 11 [4]

After the close of pleadings, the Road Accident Fund makes a settlement offer in terms of Rule 34 of the High Court rules which is acceptable to your client.

- 11.1 How do you advise the Defendant of your client's acceptance of this offer?
- 11.2 You only receive the cheque in terms of the settlement two months after the offer is accepted. Is your client entitled to interest, and if so, from when and at what rate?
- 11.3 What can your client do if, after acceptance of the offer, the Fund fails/refuses to pay?

QUESTION 12 [14]

Mr A, a prominent businessman of Bloemfontein who is a first offender with an impeccable business and social background, pleads guilty to 34 counts of failing to pay over to the South African Revenue Services the sum of R320 000 being Vat received in his business dealings. Whilst he submitted the Vat return forms he did not pay the monies over because of cash flow problems in his business.

Prior to the trial he managed to pay the full amount owing to the SARS. A correctional services report, finding that the accused is a suitable candidate for correctional supervision, is placed before the court and the public prosecutor recommends a fine or correctional supervision as a suitable sentence. The Magistrate imposes a sentence of six months imprisonment in respect of each count, which is wholly suspended for a period of five years on condition that the accused is not convicted of any offence relating to VAT. The cumulative effect of the sentence is that the accused can be sentenced to seventeen years imprisonment should he be convicted on a similar offence in the future.

You receive instructions to note an appeal against the sentence.

- 12.1 Draw the notice of appeal, including the headings. (8)
- 12.2 Due to circumstances beyond your control, you are unable to file the notice of appeal and power of attorney within the fifteen (15) day period required.
- What procedure will you have to follow in this instance and what aspects will you have to address? (4)

12.3 Watter magte het die Hof van Appél ten opsigte van die vonnis? (2)

VRAAG 13 [3]

U kliënt is 'n motorfietshandelaar by wie drie motorfietsse gesteel word. Hy ontvang na gemelde diefstal 'n subpoena om in die hof te verskyn as 'n getuie in die verhoor van die verdagtes betrokke by die diefstal. Hy nader u om hom behulpsaam te wees vir die teruggawe van die gemelde motorfietsse.

Adviseer u kliënt oorsy regte en die prosedure wat gevolg moet word om teruggawe te bewerkstellig.

VRAAG 14 [3]

U ontvang 'n opdrag vanaf Jan en Piet wie medebeskuldigdes is in 'n klag van roof.

14.1 Voor die verhoor en gedurende die eerste konsultasie met beide beskuldigdes beweer Jan dat Piet die voertuig bestuur het waarin hulle van die toneel af weggevlug het. Piet ontken hierdie bewerings hewiglik. Wat is u verplig om in hierdie omstandighede te doen? (2)

14.2 Wat staan u te doen indien u vir beide beskuldigdes optree en gedurende die voortsetting van die verhoor maak Piet verrassend die bewering dat Jan die bestuurder was van die voertuig wat gebruik is om die toneel te ontvlug? (1)

VRAAG 15 [5]

U kliënt, A, word gedagvaar om in die Landdroshof van Pretoria te verskyn op 'n klagte van strafbare manslag. Die klagstaat bevat slegs die bewering dat u kliënt skuldig is aan strafbare manslag "deurdat op/of ongeveer 8 Julie 2000 en in die distrik van Pretoria, die beskuldigde, synde die bestuurder van 'n motorvoertuig, wederregtelik en nalatiglik die oorsaak van X se dood was". U kliënt adviseer u dat hy geen kennis dra van die voorval nie.

Stel 'n versoek tot nadere besonderhede op, insluitende die kopstuk.

12.3 What powers does the court of appeal have relating to the sentence? (2)

QUESTION 13 [3]

Your client is a dealer in motorcycles from whom three cycles are stolen. He subsequently receives a subpoena to appear in court as a witness at the trial of the persons suspected of having stolen the cycles. He approaches you in order to assist in having the cycles returned to him.

Advise your client as to his rights and the procedure that is to be followed to obtain the return of the motor cycles.

QUESTION 14 [3]

You receive instructions from John and Paul who are co-accused charged with robbery.

14.1 During the first consultation with both accused prior to trial John avers that Paul drove the getaway car on this occasion. Paul vehemently denies this accusation. What would you be obliged to do in the circumstances? (2)

14.2 Assume that you act on behalf of both accused and during the course of the trial Paul surprisingly states that John was the driver of the getaway car which John denies. What would you do in the circumstances? (1)

QUESTION 15 [5]

Your client, A, is summoned upon to appear in the Magistrate's Court, Pretoria, to answer a charge of culpable homicide. The charge sheet avers only that your client is guilty of culpable homicide "in that upon or about 8 July 2000 and in the District of Pretoria, the accused, being the driver of a motor vehicle wrongfully and negligently caused the death of the X". Your client advises that he bears no knowledge as to the incident.

Draw a request for further particulars, including the heading.

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DEEL 2 BOEDELS

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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

[80]

Mev A kom op 1 Julie 2003 te sterwe. Sy word oorleef deur haar man met wie sy buite gemeenskap van goed getroud was onderhewig aan die aanwasbedeling, en twee mondige seuns.

- Haar bates bestaan uit die volgende:
 - (a) 'n Deeltiteleenheid gewaardeer teen R800 000,00.
 - (b) 'n Aanwaseis teen mnr A wat deur ooreenkoms R700 000,00 bedra. Mnr A betaal hierdie bedrag op 1 November 2003.
 - (c) 'n Belegging wat op 31 Desember 2003 te gelde gemaak is, die opbrengs synde R1 025 000,00. Die kapitaal wat belê is, bedra R1 000 000,00, en rente teen 10% per jaar word op 31 Maart en 30 September elke jaar betaal.
 - (d) 'n Posseëlversameling ter waarde van R500 000,00.
- Die laste van die boedel bestaan uit administrasiekoste van R132 000,00 en die finale inkomstebelastingaanslag van R20 000,00. Die verband oor die deeltitel-eenheid is etlike jare gelede afgelos, maar die verband is nog nie gekanselleer nie.
- Die oorledene het vyf jaar voor haar afsterwe R100 000,00 vir kankermavorsing geskenk.
- Ingevolge die testament word die posseëlversameling aan mnr A bemaak. Die restant van die boedel word aan haar twee seuns nagelaat.
- Die seuns kom ooreen dat een van hulle die deeltiteleenheid as deel van sy erfenis sal ontvang.
- Die eksekuteur is die senior vennoot van prokureurs ABC. Gemelde firma is as 'n ondememer vir BTW-doeleindes geregistreer.

Stel die likwidasië- en distribusierekening op soos op 30 November 2003. Spesifiseer die administrasiekoste.

VRAAG 2

[13]

Boy Nigel, 'n sestienjarige jong man wat van die nek af ondertoe verlam is as gevolg van 'n motorbotsing, gee aan u opdrag as sy prokureur om 'n testament vir hom te maak. Hy wil hê dat sy ouers, wat buite gemeenskap van goed getroud is, sy erfgename moet wees. U moet sy eksekuteur wees. U moet ook sy testament namens hom onderteken.

Stel sy testament op wat twee bladsye beslaan.

QUESTION 1

[80]

Mrs A dies on 1 July 2003. She is survived by her husband to whom she was married out of community of property and subject to the accrual system, and two major sons.

- Her assets comprise the following:
 - (a) A sectional title unit valued at R 800 000,00.
 - (b) An accrual claim against Mr A which has been agreed in the sum of R700 000,00. Mr A paid this amount on 1 November 2003.
 - (c) An investment which was redeemed on 31 December 2003, the proceeds being R1 025 000,00. The capital invested was R 1 000 000,00, and interest at 10% *per annum* is paid on 31 March and 30 September each year.
 - (d) A postage stamp collection valued at R500 000,00.
- The liabilities of the estate comprise administration expenses of R132 000,00 and the final income tax assessment of R20 000,00. The mortgage bond over the sectional title unit was repaid several years previously, but the bond has not yet been cancelled.
- The deceased had donated R100 000,00 to cancer research five years before her death.
- The will provides for a bequest of the stamp collection to Mr A, and the residue of the estate to be left to her two sons.
- The sons agree that one of them will receive the sectional title unit as part of his inheritance.
- The senior partner of attorneys ABC is the executor. The said firm is a registered VAT vendor.

Draw the liquidation and distribution account as at 30 November 2003. Specify the administration expenses.

QUESTION 2

[13]

Boy Nigel, a sixteen year old young man, who is paralysed from the neck down due to a motor vehicle accident, approaches you as his attorney to make a will for him. His instructions are that his parents, who are married out of community of property, are to be his sole heirs. He requests you to be the executor. He directs you to sign the will on his behalf.

Draft his will, which consists of two pages.

VRAAG 3

[7]

A sterf intestaat. Hy was buite gemeenskap van goed met B getroud. Hy word oorleef deur sy eggenote en twee mondige kinders, C en D. Sy netto boedel bedra R600 000,00. D, wat geen nageslag het nie, doen afstand van sy erfenis.

Hoe moet A se boedel vererf?

QUESTION 3

[7]

A dies intestate. He was married out of community of property to B. He is survived by his wife and two major children, C & D. His net estate is worth R600 000,00. D, who has no issue, renounces his inheritance.

How is A's estate to devolve?

PROKUREURSEKSAMEN

DEEL 3 PROKUREURSPRAKTYK

18 FEBRUARIE 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% 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 3 ATTORNEY'S PRACTICE

18 FEBRUARY 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 [36]

U word geraadpleeg deur A, die eienaar van 'n voertuig wat betrokke was in 'n fratsongeluk waarin sy voertuig beskadig is en die ander een glad nie. U oordeel dat die ander bestuurder B klaarblyklik nalatig was. A is nie verseker nie en verlang dat u sy skade van R80 000 van B moet verhaal. Verduidelik hoe u die volgende aspekte van u mandaat sal hanteer:

- 1.1 A sê dat hy tans geen geld het nie en dat u die koste van die aksie van B moet verhaal. A kwalifiseer nie vir regshulp nie en u is nie bereid om op 'n gebeurlikheidsgrondslag te ageer nie. **Verduidelik die posisie aangaande koste.** (8)
- 1.1.1 Uiteindelik stem u wel toe om op 'n gebeurlikheidsgrondslag op te tree en wel op die basis dat u fooi 20% van die toekenning aan A sal bedra. **Watter algemene reëls geld kragtens die Wet op Gebeurlikheidsgelde 1997?** (5)
- 1.1.2 U skik die saak op die basis dat A se skade R80 000 beloop het en dat hy 20% nalatig was, elke party betaal sy eie koste. **As geen ander beperkings geld nie, wat is u fooi? Toon u berekening.** (3)
- 1.2 B se prokureur trek per abuis die tjek vir die ooreengekome bedrag ten gunste van A wat die tjek deponeer. Hy weier nou om u gelde te betaal omdat hy beweer u u gelde van B moes verhaal het en hy ontken verder dat u fooie redelik is. **Wat doen u om u gelde te verhaal?** (4)
- 1.3 Gestel dat skikkingsonderhandelings na dagvaarding voortsleep en A voel dat u nie sy belange behartig het nie. Hy beëindig u mandaat en gee u opdrag om die lêer te oorhandig aan C wat gretig is om dringend kennisgewing van belette beteken. **Watsal u doen as u toegestem het om teen die toepaslike landdroshoftarief op te tree?** (11)
- 1.4 **Wat sou die gevolge daarvan wees as u versuim het om ooit gelde te bespreek en bloot onmiddellik B gedagvaar het en uiteindelik vonnis by verstek verkry het?** (5)

VRAAG 2 [16]

- 2.1 U boekhouer steel X se trustgeld deur 'n tjek in u afwesigheid deur u vennoot te laat onderteken en in haar man se spaarrekening te deponeer. Wanneer u die diefstal agterkom het sy en haar man reeds verdwyn. **Verduidelik in 'n brief aan X wat sy regte is.** (8)

QUESTION 1 [36]

You are consulted by A the owner of a vehicle who was involved in a freak collision in which his car was damaged and the other car not. You judge that the other driver B was clearly negligent. Since A was not insured he wishes you to recover his damage of R80 000 from B. Indicate how you would handle the following aspects of such a mandate:

- 1.1 A states that he is now completely out of pocket and you will have to recover the costs of the action from B. A does not qualify for legal aid and you do not wish to act on a contingency basis. **Explain the position regarding costs.** (8)
- 1.1.1 You eventually do agree with A that you will act on a contingency basis namely that you will accept as your fee 20% of the amount awarded to A. **What general rules will apply in terms of the Contingency Fees Act 1997?** (5)
- 1.1.2 You settle the matter on the basis that A's damage was R80 000 and that he was himself was 20% negligent, each party to pay its own costs. **Assuming no other restrictions apply, how much is your fee? Show your calculation.** (3)
- 1.2 By mistake B's attorney draws a cheque for the agreed amount in favour of A who deposits the cheque. He now refuses to pay your costs saying that you should have recovered your costs from B. He further denies that your fee is reasonable. **What do you do?** (4)
- 1.3 Assume that settlement negotiations dragged on for a very long time after summons and A feels you are not looking after his interests. He terminates your mandate and instructs you to hand the files to C who wishes to serve a notice of bar urgently. **What will you do if you had agreed to act on the applicable magistrates court tariff?** (11)
- 1.4 **What would the effects be of failure on your part to have discussed fees at all and simply proceeding with summons and eventually getting judgement by default?** (5)

QUESTION 2 [16]

- 2.1 Your bookkeeper steals X's trust money by getting your partner to sign a cheque in your absence and depositing it into her husband's savings account. By the time you discover the theft she and her husband have disappeared. **Explain to X in a letter what his rights are.** (8)

- 2.2 Deur nalatigheid laat u 'n skadevergoedingseis (nie persoonlike beserings nie) verjaar. U vennoot wat oorsee is, het versoek dat u aan hom moet verduidelik wat u gedoen het toe u van die probleem bewus geword het en wat die kliënt en u regte is as aanvaar word dat die verjaarde eis beslis R200 000 werd was. Skryf 'n brief aan u vennoot waarin u sy navraag beantwoord en handel met u firma se posisie teenoor die kliënte die firmase potensiele aanspreeklikheid.
- (8)

VRAAG 3 [13]

U word geraadpleeg deur Mnr X wie u meedeel dat hy 'n opsie gegee is deur Mnr Y om laasgenoemde se strandhuis te koop. U kliënt oorhandig 'n dokument aan u wat voldoen aan al die vereistes van 'n geldige opsie. U merk uit die dokument dat die opsie oor twee dae sal verval en dat die opsegewer in Kaapstad bly. U kliënt woon in Johannesburg.

- 3.1 Stel die dokument op wat nodig is om die opsie uit te oefen. Gebruik u eie denkbeeldige feite.
- (5)
- 3.2 Skryf 'n brief aan u kliënt waarin u die dokument wat u opgestel het in 3.1 aanheg en waarin u hom adviseer hoe die opsie uitgeoefen moet word in die lig van die tyd en afstand probleme.
- (8)

VRAAG 4 [17]

- 4.1 'n Kliënt versoek u om 'n dagvaarding uit te reik op 'n eis wat duidelik reeds verjaar het. Wat adviseer u u kliënt en wat is u eie posisie?
- (3)
- 4.2 U verhaal 'n aansienlike bedrag vir u kliënt wat die bedrag wil belê. Sal u geregtig wees om:
- 4.2.1 die geld te leen om kantoortoerusting aan te koop?
- (2)
- 4.2.2 die kliënt te adviseer om die geld aan 'n eiendomsmaatskappy waarin u 'n groot belang het, te leen?
- (3)
- 4.2.3 die kliënt na 'n finansiële makelaar te verwys wat aan u 'n kommissie sal betaal?
- (3)
- 4.3 Tydens argument aan die einde van 'n verhoor is u bewus van teenstrydige uitsprake. Mag u slegs verwys na dié wat u saak ondersteun? Motiveer u antwoord.
- (3)

- 2.2 You negligently permit a damages (not personal injuries) claim to prescribe. Your partner who is overseas requests you to explain what you did on discovering the problem and what the client's and you own rights are if it is assumed that the claim was good for R200 000. Draft a letter to your partner responding to his enquiry dealing with your firm's position vis a vis the client and the firm's potential liability.
- (8)

QUESTION 3 [13]

You are consulted by Mr X who tells you that he has been granted an option by Mr Y to purchase the latter's holiday home at the coast. Your client hands you a document which meets all the requirements of a valid option. You see from the document that the option expires in two days' time and that the grantor lives in Cape Town. Your client lives in Johannesburg.

- 3.1 Draft the document which is required to exercise the option. Use your own imaginary facts.
- (5)
- 3.2 Write a letter to your client sending him the document which you have drawn in answer to 3.1 above and advising him how and when the option should be exercised bearing in mind the time and distance constraints.
- (8)

QUESTION 4 [17]

- 4.1 A client instructs you to issue summons on a claim that has clearly prescribed. What do you advise the client and what is your own position?
- (3)
- 4.2 You recover a considerable amount for a client who wishes to invest the money. Would it be in order for you:
- 4.2.1 to borrow the money to purchase office equipment?
- (2)
- 4.2.2 to advise the client to lend the money to a property company in which you have a large interest?
- (3)
- 4.2.3 to refer the client to a financial broker who will pay you a commission?
- (3)
- 4.3 In argument at the end of a trial you are aware of conflicting authorities. May you quote only what supports you? Motivate your answer.
- (3)

- 4.4 'n Kliënt versuim om u van fondse en opdragte te voorsien in verband met 'n naderende verhoor. Hoe hanteer u hierdie versuim van u kliënt? (Moenie handel met die reëls vir die oorneem van 'n saak nie).
- (3)

VRAAG 5 [6]

'n Prokureur tree op namens die verkoper in 'n vaste eiendomstransaksie. Die koopkontrak bepaal dat die koper R50 000 op sy prokureur se trustrekening moet inbetaal, as deposito op die koopprys van die eiendom, hangende registrasie van oordrag.

Beantwoord en bespreek kortliks die volgende vrae afsonderlik:

- 5.1 Watter soort belegging, indien enige, mag die prokureur met die R50 000 doen sonder die toestemming van enige van die partye?
- (3)
- 5.2 Voordat oordrag geregistreer is en terwyl die geld nog in trust is, reik 'n skuldeiser van die verkoper 'n lasbrief vir beslaglegging op roerendes uit en die Balju poog om op die geld in die prokureur se trustrekening beslag te lê. Is hy geregtig om dit te doen?
- (3)

VRAAG 6 [12]

- 6.1 Beskryf die stappe wat 'n Kommissaris van Ede moet volg om 'n verklaring te beëdig?
- (7)
- 6.2 Mag 'n Kommissaris van Ede 'n verklaring beëdig indien dit te doen het met 'n saak waarby hy 'n belang het? Is daarenige uitsonderings op die reël?
- (3)
- 6.3 Hoe word 'n prokureur 'n Kommissaris van Ede?
- (2)

- 4.4 A client fails to provide you with funds and instructions in respect of an approaching trial. How do you handle the failure by the client? (Do not deal with the rules regarding taking over a matter)
- (3)

QUESTION 5 [6]

An attorney acts on behalf of the seller in a property transaction. In terms of the deed of sale, the purchaser deposits R50 000 with his attorney in trust, as deposit on the purchase price of the fixed property, pending registration of transfer.

Answer and discuss briefly the following questions individually:

- 5.1 What kind of investment, if any, may the attorney make of the R50 000 without the consent of any of the parties?
- (3)
- 5.2 Before transfer is registered and while the money is still in trust, a creditor of the seller issues a writ of attachment against movables and the sheriff attempts to attach the money in the attorney's trust account. May the sheriff legally do so?
- (3)

QUESTION 6 [12]

- 6.1 Describe the steps a Commissioner of Oaths needs to take to attest an affidavit.
- (7)
- 6.2 May a Commissioner of Oaths attest an affidavit relating to a matter in which he has an interest? Are there any exceptions to the rule?
- (3)
- 6.3 How does an attorney become a Commissioner of Oaths?
- (2)

PROKUREURSEKSAMEN

DEEL 4 BOEKHOU

18 FEBRUARIE 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 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 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 4 BOOKKEEPING

18 FEBRUARY 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]

Hoedikwels behoort:

- 1.1 'n bankrekonsiliasie gedoen te word?
- 1.2 'n lys van trusstkrediteure onttrek te word?
- 1.3 Trustgeld gebank te word?
- 1.4 'n rekenmeestersverslag aan die Raad van die Prokureursorde voorsien te word?
- 1.5 'n rekenmeester aangestel te word om u rekenkundige rekords na te gaan

VRAAG 2 [15]

Op 30 September 2002 toon u trustkasboek 'n saldo van R64 789. Die bankstaat toon 'n saldo van R114 310 op dieselfde dag. 'n Vergelyking van die kasboek en die bankstaat vir September 2002 toon die volgende:

- a) rente van R7 108 op die gunstige saldo is nog nie in die kasboek aangeteken nie.
- b) 'n tjek R1 779 wat op 8 Desember 2001 uitgereik is, is nog steeds nie by die bank vir betaling aangebied nie.
- c) Tjeks ter waarde van R17 218 is nog nie by die bank vir betaling aangebied nie.
- d) 'n deposito van R3 114 wat op 28 September 2002 gemaak is, verskyn nie op die bankstaat nie.
- e) 'n tjek vir R2 736 wat op die besigheidsbankrekening getrek is, is verkeerdlik deur die bank uit die trustrekening betaal.
- f) 'n onbetaalde tjek van R734 is nog nie in die kasboek aangeteken nie.
- g) 'n telegrafiese oorplasing van R30 000 van 'n kliënt is nog nie in die kasboek aangeteken nie.

Stel die volgende op:

- 1.1 die aanvullende kasboek; en
- 1.2 die bankrekonsiliasiestaat op 30 September 2002.

VRAAG 3 [40]

U korrespondent gee u opdrag om R8 000 te verhaal van Groen, namens sy kliënt Swart. Die volgende handeling word verrig ter uitvoering van die opdrag.

- (a) U reik 'n dagvaarding uit en debiteer fooie van R900. en betaal R80 vir seëls.
- (b) U betaal die Balju se koste van R200.
- (c) Groen betaal die volle kapitale bedrag tesame met koste.

QUESTION 1 [10]

How often should:

- 1.1 a bank reconciliation be done?
- 1.2 a list of trust creditors be extracted?
- 1.3 trust monies be banked?
- 1.4 an accountant's report be furnished to the Council of the Law Society?
- 1.5 an accountant be appointed to examine your accounting records

QUESTION 2 [15]

Your trust cash book balance as at 30 September 2002 reflected a balance of R64 789. The bank balance on the same date was R114 310. A comparison of the cash book and bank statement for September 2002 reveals the following:

- a) interest of R7 108 on the favourable balance has not been entered in the cash book.
- b) a cheque for R1 779 issued on 8 December 2001 has still not been presented to the bank.
- c) cheques totaling R17 218 have not yet been presented for payment to the bank.
- d) a deposit of R3 114 made on 28 September 2002 is not reflected on the bank statement.
- e) a cheque for R2 736 drawn on the business account has been erroneously paid by the bank from the trust account.
- f) an unpaid cheque of R734 has not been entered in the cash book.
- g) an electronic transfer of R30 000 by a client has not been entered in the cash book.

You are required to prepare:

- 1.1 the supplementary cash book; and
- 1.2 the bank reconciliation statement as at 30 September 2002.

QUESTION 3 [40]

You are instructed by your correspondent to recover R8 000 from Green on behalf of his client Black. You proceed as follows.

- (a) You issue summons and debit fees of R900 and pay R80 for stamps.
- (b) You pay sheriff's charges of R200.
- (c) Green pays the full amount plus all your costs.

Debiteer die fooie waarop u geregtig is. Maak voorsiening vir BTW. 'n Toelaag van 20% op fooie is van toepassing. Teken bogenoemde transaksies in u rekeningboeke aan en verrekenaan u korrespondent deur 'n verrekeningstaat op te stel.

Debit the fees you are entitled to, giving your correspondent an allowance of 20%. Make provision for VAT. You are required to record to above transactions in your books of account and account fully to your correspondent by preparing an accounting statement.

VRAAG 4 [35]

QUESTION 4 [35]

U kliënt, mnr Koper, konsulteer u in verband met die koop van 'n huis wat hy onderhandel het om van mnr Verkoper te koop vir R500 000. Hy het R100 000 as deposito beskikbaar. Die bouvereniging het ingestem tot 'n verband van R300 000. Hy vra u om 'n tweede verband vir R150 000 te reël. U nader u kliënt, mnr Lener, namens wie u R200 000 op trust hou, en hy stem in om die bedrag op sekuriteit van 'n tweede verband uit te leen. Alle transport- en verbandkoste is deur die koper betaalbaar.

Your client Mr Purchaser consults you about the purchase of a home which he has negotiated to purchase from Mr Seller for R500 000. He has R100 000 available as a deposit. The building society has agreed to grant him a bond for R300 000. He asks you to arrange a second bond for R150 000. You speak to your client Mr Lender who has R200 000 in your trust account. Mr Lender agrees to advance the money on registration of a second bond. All costs of registration of transfer and bond are to be paid by the purchaser.

Hieronder is die betrokke besonderhede.

The following are the details.

- Jan 06 Mnr Koper betaal u die deposito van R100 000 kontant en R30 000 per tjek vir oordrag- en verbandkoste.
- 07 U ontvang die bouverenigingwaarborg vir R300 000.
- 08 U betaal hereregte van R22 000.
- 10 U belê die R100 000 by ABSA Bank ten voordeel van die koper.
- 10 U belê R200 000 wat u in trust vir mnr Lener hou by ABSA Bank ten voordeel van mnr Lener.
- 25 Die oordrag en verbande word geregistreer.
- 26 U verreken aan mnr Verkoper en mnr Koper. U ontvang R7 000 rente namens mnr Koper en R12 000 namens mnr Lener.

- Jan 06 Mr Purchaser pays you the deposit of R100 000 in cash and R30 000 by cheque for the transfer and bond costs.
- 07 You receive the building society guarantee for R300 000.
- 08 You pay transfer duty of R22 000.
- 10 You invest the R100 000 with ABSA Bank for the benefit of the purchaser.
- 10 You invest R200 000 held in trust for Mr Lender with ABSA Bank for the benefit of Mr Lender.
- 25 The transfer and bonds are registered.
- 26 You account to Mr Seller and Mr Purchaser. You receive R7 000 interest for Mr Purchaser and R12 000 for Mr Lender.

U moet die inskrywings in u trust- en besigheidsrekeningboeke doen. Plaas die bedrag waarop u geregtig is, oor na die besigheidsbankrekening. Geen voorsiening vir BTW is nodig nie.

You are required to make all the entries in your trust and business books of account. Transfer the amount you are entitled to to your business banking account. No provision need be made for VAT.