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. Kandidate moet daarop let dat punte vir goeie opstelwerk toegeken word.

3. Waar nodig, moet kandidate hulle eie feite versin.

4. Skryf asseblief slegs in pen op die regterkantse bladsye.

5. Tensi daarmee spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling in hierdie deel ingeroep as 50% en meer behaal nie. Indien 'n kandidaat minder as 40% behaal sal hy/isy nie kwalificeer vir 'n mondeling nie en sal hierdie deel druip.

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. Candidates must remember that marks are awarded for good draftsmanship.

3. Candidates must invent their own facts wherever necessary.

4. Please write only in pen on the right-hand pages.

5. 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]

1.1 'n Opskortende voorwaarde het 'n ander uitwerking op 'n kontrak as 'n ontbindende voorwaarde. Verduidelik kortliks die verskil.

1.2 Partye wil 'n koopkontrak ten opsigte van onroerende eiendom sluit wat onderworpe sal wees aan die voorwaarde dat die koper 'n verband oor die eiendom vir 80% van die koopprys sal kry. Gebruik sodanige ander feite as wat u nodig maag en stel die klousule op wat u in die kontrak sal insluit om:

1.2.1 in die eerste instansie inwerkingtrede van die kontrak afhanklik te maak van die verkryging van die verband;

1.2.2 in die tweede instansie die kontrak te laat verval indien die verband gewelser word.

### VRAAG 2 [12]

Stel 'n klousule in 'n koopkontrak van onroerende eiendom op wat handel met agentekommissie. U tree vir die verkoper op en u word geadviseer dat die koper die verkoper direk genader het nadat hy die huis, wat leeg staan, gesien het. Die koper waarborg dat hy die verkoper direk genader het sonder om bewus te wees van agente.

### VRAAG 3 [10]

3.1 Waarsal u 'n trust registreerwaar? 'n Namens u klient gestig het?

3.2 Welke dokumente moet ingediens word wanneer u 'n trust registreer?

3.3 Watter ander inligting sal u aan die betrokke owerhede voorlê wanneer u 'n trust registreer?

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### QUESTION 1 [15]

1.1 A suspensive condition has a different effect on a contract to a resolutive condition. Explain the difference briefly.

1.2 Parties wish to enter into a deed of sale of immovable property which is conditional upon the purchaser obtaining a bond for 80% of the purchase price. Using any additional facts which you consider necessary, draw the clauses which you would include in the agreement which:

1.2.1 in the one instance will make the operation of the agreement dependant on the bond being obtained;

1.2.2 in the other instance will terminate the agreement upon the bond being refused.

### QUESTION 2 [12]

Draft a clause in a deed of sale of immovable property dealing with agent's commission. You act for the seller and you are advised that the purchaser approached the seller directly after seeing that the house was vacant. The purchaser warrants that he approached the seller directly without being aware of estate agents.

### QUESTION 3 [10]

3.1 With whom would you register a Trust that you formed on behalf of your client?

3.2 What documents must be lodged when registering a Trust?

3.3 What other information will you submit to the relevant authorities when registering a Trust?
3.4 Welke seëregte moet aangebring word wanneer u 'n trust laat registreer? (1)

3.5 Wat is die weselike kenmerk van 'n diskresionêre trust? (2)

**VRAAG 4** [15]

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

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

**VRAAG 5** [16]

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

5.1 U kom ooreen om die verbandregistrasie-gelde wat u normaalweg vra, te verminder as gevolg van die volume werk wat u van die klient ontvang. Is dit toelaatbaar? (4)

5.2 Mag u vir die personeel van die finansiële instelling in egskeidingsake pro amico optree? (2)

5.3 Mag u 'n vakansiewoonstel gratis aan die senior bestuurderslede van u klient beskikbaar stel? (2)

**QUESTION 4** [15]

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

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

**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 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**

Write a note on the admissibility in evidence of a letter written without prejudice by one attorney to another in the course of litigation between their respective clients. Would a defamatory statement made in such a letter be a cause of action for a defamation action?

**QUESTION 7**

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 your own rights are if it is assumed that the claim was good for R200 000,00. 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.

**QUESTION 8**

You have prepared an agreement for the sale of a business on behalf of a client. The agreement has been signed by both parties and your mandate is completed. You must now render an account to your client. Use your imagination and prepare the account which you will render to your client, setting out details of all the work you have done.
**VRAAG 9**

U tree vir A op in 'n motorbotsing saak op die basis dat u gelde 15% sal wees van die bedrag wat die hof aan A toekon. Die hof bevind dat A se skade R60 000 was en dat hy 20% nalatig was. Die hof bevind op B se teeneis dat B se skade R20 000 was en dat B 80% nalatig was. Wat is u fooi? Toon u berekening.

**QUESTION 9**

You act for A in a motor collision on the basis that your fee will be 15% of what the court awards A. The court finds that the damage to A’s car was R60 000 but that he was 20% negligent. The court finds on B’s counterclaim that B’s claim was R20 000 and B was 80% negligent. What is your fee? Show your calculation.