

CONVEYANCING EXAMINATION

PART 1

19 APRIL 2023

2 Hours

09:00 - 11:15

Candidates are allowed 15 minutes to read the paper before answering the questions. No candidate may start writing in the answer book during this period. The examination of 2 hours then follows.

PLEASE NOTE:

1. Please write the number allocated to you on the cover of your answer book.
2. Candidates **must** write legibly and neatly.
3. Answers must be written in ink or with a ballpoint pen.
4. Please use only **the front** side of each page.
5. As many of the questions are based on sections and/or regulations of the relevant Acts, the answers thereto will obviously be either correct or incorrect.
6. Except if a special reason exists, a candidate will not be required to do an oral if a 50% aggregate or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will be required to do an oral exam to convince the examiners that he/she does have sufficient knowledge to pass the exam. Candidates who attain less than 40% will have failed this examination.

TOTAL MARKS: [100]

QUESTION 1 **[3]**

Mavis Chuck and Daphney Yang are partners in a civil union partnership, and they have not registered an antenuptial contract.

Describe the Parties as Transferors in the Power of Attorney. **(3)**

QUESTION 2 **[3]**

List the documents you will lodge at the Deeds Office when applying for a certified copy of the lost mortgage bond. **(3)**

QUESTION 3 **[8]**

Name 4 (four) ways in which the holder of a personal servitude, in terms of the Deeds Registries Act No. 47 of 1937, can transfer his/her rights to the owner of the relevant property. **(8)**

QUESTION 4 **[10]**

Mention 5 (five) ways to cancel or note a personal servitude that has lapsed. **(10)**

QUESTION 5 **[4]**

Name at least 4 (four) requirements for a valid mortgage bond. **(4)**

QUESTION 6 **[14]**

Temba Bavuma, a widower, is about to become the registered owner of Erf No 475 Summerton, in extent 496 square metres. The property, presently not mortgaged, is subject to a registered usufruct No K300/2018S in favour of Kyle Abbott, a divorcee, for a period of 15 (fifteen) years. The lessees are in occupation of the property pursuant to the lease.

Temba has applied to Break Bank Ltd for a loan of R1 000 000.00 which has been granted subject to registration of a first bond by Temba Bavuma, over the property provided that the usufructuary waive preference in favour of the bond.

6.1 Describe the property for the purpose of the bond, complying fully with Deeds Registry Regulation 41. **(4)**

6.2 Draw the waiver clause as would be incorporated in the bond, commencing with authority of the appearer. **(10)**

QUESTION 7 **[7]**

In the event that the said Parties were unmarried, and Meriam is now acquiring the other half share by virtue of a private treaty entered between themselves for the same amount of R3 000 000.00.

Calculate the transfer duty payable. **(7)**

QUESTION 8 **[3]**

Is it allowable to include the legal exceptions in a mortgage bond, taking into account the provisions of the National Credit Act No. 34 of 2005, and motivate your answer? **(3)**

QUESTION 9 **[4]**

Draft the causa for a transfer of immovable property, specifically bequeathed in terms of a Will, subject to payment of a bequest price.

Make up your own facts, where necessary. **(4)**

QUESTION 10 **[2]**

Define a *kinderbewys* bond. **(2)**

QUESTION 11 **[8]**

Is transfer duty payable/applicable in the following instances and if so, what is the effective date of the transaction?

11.1 Estate transfer; **(2)**

11.2 Donation mortis causa; **(2)**

11.3 Massed estate transfer; **(2)**

11.4 Sale of shares transaction subject to a suspensive condition. **(2)**

QUESTION 12 **[12]**

Mr SG Kolisi (with full names Siya George) is single and an unrehabilitated insolvent. Subsequent to the sequestration of his estate, he purchased Erf 1023 Boksburg.

12.1 Draw the document that his trustee must sign granting his consent to Mr Kolisi to buy the said property. **(8)**

12.2 How will you describe Mr Kolisi in the vesting clause of the Deed of Transfer? (4)

QUESTION 13 **[22]**

Please describe the meaning of the following Codes on Deeds, and name against whom or what is the endorsement made:

- 13.1 K001/2020S; (2)
- 13.2 K002/2020L; (2)
- 13.3 I003/2020I; (2)
- 13.4 I004/2020AT; (2)
- 13.5 I005/2020C; (2)
- 13.6 I006/2020CY; (2)
- 13.7 I007/2020LG; (2)
- 13.8 I008/2020REH; (2)
- 13.9 I009/2020MN; (2)
- 13.10 S010/2020; (2)
- 13.11 EX010/2020. (2)

- THE END -

TOTAL MARKS: [100]
