higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

N870(E)(N21)H
NOVEMBER EXAMINATION

NATIONAL CERTIFICATE

LEGAL PRACTICE N6

(13030126)

21 November 2014 (Y-Paper)
13:00–16:00

This question paper consists of 10 pages and an addendum of 5 pages.

BUSINESS STUDIES

Copyright reserved

DEPARTMENT OF HIGHER EDUCATION AND TRAINING
REPUBLIC OF SOUTH AFRICA

NATIONAL CERTIFICATE
LEGAL PRACTICE N6
TIME: 3 HOURS
MARKS: 200

NOTE: If you answer more than the required number of questions, only the required number of questions will be marked. All work you do not want to be marked must be clearly crossed out.

INSTRUCTIONS AND INFORMATION

1. Answer ALL the questions from SECTION A.
2. Answer only FIVE questions from SECTION B.
3. Read ALL the questions carefully.
4. Number the answers according to the numbering system used in this question paper.
5. Write neatly and legibly.

BUSINESS STUDIES

Copyright reserved

SECTION A (COMPULSORY)

QUESTION 1

1.1 The law on sectional titles provides for a building to be divided into sections and each sectional owner obtains separate right of property.

Indicate whether the following statements are TRUE or FALSE. Choose the answer and write only 'true' or 'false' next to the question number (1.1.1–1.1.5) in the ANSWER BOOK.

1.1.1 Management rules need not apply equally to all owners of units used for the same purpose.

1.1.2 Only occupants of a unit in the building become members of the body corporate.

1.1.3 The body corporate pays all tariffs to the local authority.

1.1.4 Occupants of units are allowed to negotiate their own insurance needs with insurance companies on their property.

1.1.5 Owners and occupants of units have different sets of rules.

(5 × 2) (10)

1.2 Give ONE word/term for each of the following descriptions by choosing a word/term from the list below. Write only the word/term next to the question number (1.2.1–1.2.5) in the ANSWER BOOK.

dominant; minute; protocol; A; H; servient; prospecting contract; lease agreement; duplicate original

1.2.1 A copy of the original notarial document

1.2.2 A collection of original notarial documents

1.2.3 The code on front of an antenuptial contract

1.2.4 A land servitude is registered against the title deed of this tenement

1.2.5 An example of a notarial document

(5 × 2) (10)

BUSINESS STUDIES

Copyright reserved

1.3. Choose the correct word(s) from those given in brackets. Write only the word(s) next to the question number (1.3.1–1.3.5) in the ANSWER BOOK.

1.3.1 Minors are (married/unmarried) persons under 21 years.

1.3.2 An agreement entered into by a minor, without the consent of the guardian, is (voidable/void).

1.3.3 If a minor buys a guitar on credit and fails to pay off the instalments then (he/she is liable for the outstanding amount/the seller bears the loss).

1.3.4 (Enrichment/Emancipation) takes place where the minor is being allowed by the guardian to carry on a business in his/her own name.

1.3.5 A minor is (entitled/not entitled) to a legacy in a will.

(5 × 2) (10)

1.4 Choose a description from COLUMN B that matches a/an item/word in COLUMN A. Write only the letter (A–G) next to the question number (1.4.1–1.4.5) in the ANSWER BOOK.

COLUMN A		COLUMN B	
1.4.1	Ownership does not pass to the buyer until the condition has been met	A	the seller pays all freight to the buyer's harbour
1.4.2	The purchase price must be paid on a specific date or the contract dissolves	B	reserve price
1.4.3	C.I.F.	C	the buyer pays all transport and delivery costs
1.4.4	F.O.R.	D	resolutive condition
1.4.5	Auction	E	the buyer cancels the contract
		F	suspensive
		G	c.o.d.

(5 × 2) (10)

BUSINESS STUDIES

1.5 Various options are given as possible answers to the following questions. Choose the answer and write only the letter (A–D) next to the question number (1.5.1–1.5.5) in the ANSWER BOOK.

1.5 1 The first step in the sale of fixed property is the …

A acceptance.
B offer.
C drafting and signing of the deed of sale.
D payment of the estate agent's commission.

1.5.2 The extension clause in a draft title deed is the ...

A purchase price of the property.
B names of the transferee/s.
C number of the holding deed.
D description of the property.

1.5.3 When a house has been sold, ownership is transferred to the buyer by means of ...

A execution.
B registration.
C symbolic delivery.
D traditio longa manu.

1.5.4 Occupation means the date ...

A of sale.
B of registration.
C on which the buyer moves into the house.
D of signing the power of attorney.

1.5.5 A complete description of property can be found in the ... clause.

A conditional
B compensation
C execution
D property

(5 × 2) (10)
[50]

TOTAL SECTION A: 50

BUSINESS STUDIES

SECTION B

Answer only FIVE questions from this section.

QUESTION 2

2.1 Notarial deeds must comply with certain conditions in accordance with deeds practice.

Indicate whether the following statements are TRUE or FALSE. Choose the answer and write only 'true' or 'false' next to the question number (2.1.1–2.1.5) in the ANSWER BOOK.

2.1.1 The lower half of the first page of a notarial deed must be left blank.

2.1.2 The date of execution must appear on each page of a notarial deed.

2.1.3 A space of at least four centimetres must be allowed on the right hand side for binding.

2.1.4 All original notarial deeds must be filed in the protocol.

2.1.5 When changes are made, only the two original witnesses initial the document.

(5 × 2) (10)

2.2 The general rule is that all people are capable of contracting within the limitations of the law.

Identify the following classes of persons that have limited contractual capacity:

2.2.1 This person may not obtain a liquor license. (2)

2.2.2 He may not sue or institute litigation in our courts. (2)

2.2.3 The liabilities exceed the assets of this person. (2)

2.2.4 A curator is appointed by court to act in matters regarding these two people. (2 × 2) (4)

2.3 Name FIVE requirements for the creation of a valid contract. (5 × 2) (10)

[30]

BUSINESS STUDIES

QUESTION 3

Complete the 'DRAFT TITLE DEED' by using the relevant information in the Holding deed on the ADDENDUM (attached) as well as the information below.

CONVEYANCER	Abrie Theunissen
APPEARER	Chris Cornelissen
BUYER	Daleen van der Walt
ID	7708260087081
	Married in an antenuptial contract
PURCHASE PRICE	R1 200 000,00
DATE OF SALE	1 September 2014
DATE OF SIGNING POWER OF ATTORNEY	12 October 2014

[30]

QUESTION 4

Mr Zayne van Dyk of Lutzville decides to buy the house of Mr Ian Pelser of Doringbay for R1 250 000,00. This property is situated in a coastal area. There are gas installations on the property and an electric fence.

Answer the following questions in connection with conveyancing.

4.1 Name the first document that must be signed by these TWO parties. (2)

4.2 Who will become the transferor? (2)

4.3 Who will become the transferee? (2)

4.4 Outstanding rates and taxes must be paid in order to obtain a rates clearance certificate.

Where is the rates clearance certificate obtained? (2)

4.5 Which party must obtain a guarantee? (2)

4.6 At what moment is the property registered in Zane van Dyk's name? (2)

4.7 Name FOUR compliance certificates that Mr Ian Pelser has to furnish. (4 × 2) (8)

4.8 Who pays the transfer duty? (2)

4.9 Use the table below to calculate the transfer duty payable on this property.

PROPERTY VALUE	RATES OF TRANSFER DUTY
R0–R600 000	0%
R600 001–R1 000 000	3% on the value from R600 001–R1 000 000
R1 000 001–R1 500 000	5% on the value from R1 000 001–R1 500 000
R1 500 001 and above	8% on the value above R1 500 000

(8)

[30]

BUSINESS STUDIES

Copyright reserved

QUESTION 5

5.1 Misrepresentation is a false or untrue statement made to induce the other party to enter into a contract.

Identify the following consequences of misrepresentation:

5.1.1 The injured party may claim restitution but not damages.

5.1.2 The injured party claims restitution to original position as well as consequential damages.

5.1.3 The injured party may claim restitution and damages may be granted considering the circumstances.

(3 × 2) (6)

5.2 Identify the following types of reasonable or justified errors:

5.2.1 Henriette thinks that she is buying daffodil bulbs at a bargain price and the seller believes that they are brown onions.

5.2.2 Erica thinks she is signing a contract with Nadine to sing at the spring dance, but the person is actually Nadia.

5.2.3 Louise thinks that she is signing a contract to lease the flat for one year, but all the time it is an option to buy the flat.

(3 × 2) (6)

5.3 Give ONE word/term for each of the following descriptions by choosing a word/term from the list below. Write only the word/term next to the question number (5.3.1–5.3.5) in the ANSWER BOOK.

valid provision of a credit agreement; leasing transaction; credit receiver; invalid provision of a credit agreement; credit grantor

5.3.1 The person never becomes the owner of the goods

5.3.2 The seller in a credit transaction

5.3.3 A person to whom a service is rendered in terms of a credit sale

5.3.4 Post-dated cheques may be given as a deposit

5.3.5 The cooling-off period must be stated

(5 × 2) (10)

5.4 State FOUR requirements of pretium (price) for the formation of a contract of sale.

(4 × 2) (8)

[30]

BUSINESS STUDIES

Copyright reserved

QUESTION 6

6.1 In South Africa it is the exception rather than the rule that contracts should be in writing before they are legally enforceable.

Are the following contracts legally enforceable?

6.1.1 The purchase contract for fixed property is verbal.

6.1.2 The mortgage bond is in writing and registered by the Registrar of Deeds.

6.1.3 A verbal credit agreement.

6.1.4 A notarial contract executed by a notary.

6.1.5 An antenuptial contract is drawn up and executed by a paralegal.

(5 × 2) (10)

6.2 The general rule is that risk passes to the buyer as soon as the contract of sale is concluded, irrespective of when delivery takes place. There are, however, certain exceptions to this rule.

Who accepts/carries the risk in the following cases? Substantiate the answer.

6.2.1 John sells 50 chickens to Luke. John forgets to place the 50 chickens in a separate enclosure and that evening a jackal kills 12 chickens.

6.2.2 Mathew sells 400 bales of hay to Mark who asks that the bales be delivered before the end of the day. Mathew forgets and that evening the barn, containing the bales of hay, burns down.

(6 × 2) (12)

6.3 A Deeds office number is given to every firm of attorneys that deals with deeds and notarial cases.

Answer the following questions in connection with deeds.

6.3.1 Where is this number written? (4 × 1) (4)

6.3.2 How does the registrar sign a notarial deed? (2 × 2) (4)

[30]

BUSINESS STUDIES

Copyright reserved

QUESTION 7

7.1 Contracts, contrary to public policy, are legally impossible to perform and therefore void.

7.1.1 Give THREE examples of contracts contrary to public policy. (3 × 2) (6)

7.1.2 What is the decision taken in the case of Maxim-Nordenfelt Gun Company v Nordenfeld (1894)? (4 × 2) (8)

7.2 It is the duty of the seller to deliver the goods in a good order and at the time fixed in the contract. Abraham sold FIVE canaries to Peter.

Answer the following questions in connection with obligations of the seller.

7.2.1 Is Abraham obliged to feed the canaries until delivery has taken place?

7.2.2 FIVE eggs are found in the cage before delivery took place. To whom do these eggs belong?

7.2.3 Peter suddenly goes on holiday and the delivery cannot take place.

What is the responsibility of the seller?

(3 × 2) (6)

7.3 What is a *notary*? (5 × 2) (10)
[30]

TOTAL SECTION B: 150
GRAND TOTAL: 200

BUSINESS STUDIES

Copyright reserved

ADDENDUM

Prepared by me

J DE KLERK

CONVEYANCER

DE KLERK J

Stamp duty
R480,00

T658/2002

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:-

THAT JEAN DE KLERK

Appeared before me, REGISTRAR OF DEEDS at VREDENDAL, he the said Appearer being authorised thereto by a Power of Attorney signed at VREDENDAL on the 10th day of March 2002 and granted to him by:

ADRIAAN JOSEF STRAUSS

IDENTITY NUMBER 640511 0120 08 0

UNMARRIED

BUSINESS STUDIES

Copyright reserved

Please turn over

AND the said Appearer declared that his said Principal/s had truly and legally sold, and that he in his capacity aforesaid, did by these presents, cede and transfer to and on behalf of:-
MARINDA ILSE SAAIMAN
IDENTITY NUMBER 730315 0119 08 6
UNMARRIED
Her heirs, executors, administrators, or assigns in full and free property:-
ERF 605 VREDENDAL NORTH IQ WESTERN CAPE
REGISTRATION DIVISION MATZIKAMA MUNICIPALITY WESTERN CAPE
IN EXTENT 640 (SIX HUNDRED AND FORTY) Square Meters
Held by Deed of Transfer No T51088/1979 and subject to the conditions of the original title deed.
WHEREFORE the Appearer renouncing all the right and title which the said seller heretofore had to the premises, did, in consequence also acknowledge that the seller to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said buyer her heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom; the State, however, reserving its rights; and finally acknowledging the purchase price to be the sum of
R145 000,00 (ONE HUNDRED AND FORTY FIVE THOUSAND RAND) and the date of sale 2 February 2002.
IN WITNESS WHEREOF I, the said REGISTRAR, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.
THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on 25 April 2002.
In my presence,

q.q *J DE KLERK*

J SMITH
REGISTRAR OF DEEDS

BUSINESS STUDIES

Copyright reserved Please turn over

QUESTION 3 **EXAMINATION NUMBER:** | | | | | | | | | | | | |

Prepared by me

CONVEYANCER

2.1_____(2)

BUSINESS STUDIES

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:-

THAT 2.2_____ (2)

Appeared before me, REGISTRAR OF DEEDS at 2.3_____, he the (2)

said Appearer being authorised thereto by a Power of Attorney signed at STELLA on the

2.4_____ and granted to him by:- (2)

2.5_____ (2)

2.6_____ (2)

2.7_____ (2)

Copyright reserved

QUESTION 3 (continued) **EXAMINATION NUMBER:** | | | | | | | | | | | | | |

the said Appearer declared that his said Principal/s had truly and legally sold, and that he in his capacity aforesaid, did by these presents, cede and transfer to and on behalf of:-

2.8_____ (2)

2.9_____ (2)

2.10_____ (2)

Her heirs, executors, administrators, or assigns in full and free property:-

ERF2.11_____ (2)

REGISTRATION DIVISION MATZIKAMA MUNICIPALITY

IN EXTENT 640 (SIX HUNDRED AND FORTY) Square Meters

Held by Deed of Transfer No 2.12_____ and subject to the (2)

conditions of the original title deed.

1. A certificate of Rights to Minerals K430/86 Rm in favour of the Town Council of Matzikama and its successors in title or assigns.
2. The erf is subject to a servitude, 2 metres wide, in favour of the local authority for sewerage and other municipal purpose along any tow boundaries other than a street boundary, as determined by the local authority.
3. No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2 metres thereof.
4. The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it in its discretion may deem necessary and shall further be entitled to

BUSINESS STUDIES

Copyright reserved

QUESTION 3 (continued) **EXAMINATION NUMBER:** | | | | | | | | | | | | | |

reasonable access to the said land for the aforesaid purpose; subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by

WHEREFORE the Appearer renouncing all the right and title which the said seller heretofore had to the premises, did, in consequence also acknowledge that the seller to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said buyer her heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom; the State, however, reserving its rights; and finally acknowledging the purchase price to be the sum of

2.13 _____ (2)

and the date of sale 2.14 _____ (2)

IN WITNESS WHEREOF I, the said REGISTRAR, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

In my presence,

q.q 2.15 _____ (2)

REGISTRAR OF DEEDS **[30]**

BUSINESS STUDIES

Copyright reserved

higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

MARKING GUIDELINE

NATIONAL CERTIFICATE

NOVEMBER EXAMINATION

LEGAL PRACTICE N6

21 NOVEMBER 2014

This marking guideline consists of 9 pages.

Copyright reserved

SECTION A (COMPULSORY)

QUESTION 1

1.1	1.1.1	False		
	1.1.2	False		
	1.1.3	True		
	1.1.4	False		
	1.1.5	False		
			(5 × 2)	(10)
1.2	1.2.1	Duplicate original		
	1.2.2	Protocol		
	1.2.3	H		
	1.2.4	Servient		
	1.2.5	Prospecting contract		
			(5 × 2)	(10)
1.3	1.3.1	Unmarried		
	1.3.2	Void		
	1.3.3	He is liable for the outstanding amount		
	1.3.4	Emancipation		
	1.3.5	Entitled		
			(5 × 2)	(10)
1.4	1.4.1	F		
	1.4.2	D		
	1.4.3	A		
	1.4.4	C		
	1.4.5	B		
			(5 × 2)	(10)
1.5	1.5 1	C		
	1.5.2	C		
	1.5.3	B		
	1.5.4	C		
	1.5.5	D		
			(5 × 2)	(10)
				[50]

TOTAL SECTION A: 50

Copyright reserved

SECTION B

QUESTION 2

2.1	2.1.1	False		
	2.1.2	False		
	2.1.3	False		
	2.1.4	True		
	2.1.5	False		
			(5 × 2)	(10)
2.2	2.2.1	Insolvent		
	2.1.2	Alien enemy		
	2.1.3	Insolvent		
	2.1.4	• Prodigal • Insane		(4)
2.3		• Free consent • Contractual capacity • Possibility of performance • Reasonable cause • Formalities	(5 × 2)	(10) **[30]**

QUESTION 3

Prepared by me

CONVEYANCER

2.1 **THEUNISSEN A**✓✓ (2)

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:-

THAT 2.2 **CHRIS CORNELISSEN** ✓✓ (2)

Appeared before me, REGISTRAR OF DEEDS at 2.3 **CAPE TOWN**✓✓, he the (2)

said Appearer being authorised thereto by a Power of Attorney signed at VREDENDAL on

2.4 **12 OCTOBER 2014**✓✓ and granted to him by:- (2)

2.5 **MARINDA ILSE SAAIMAN**✓✓ (2)

2.6 **IDENTITY NUMBER 730315 0119 08 6**✓✓ (2)

2.7 **UNMARRIED**✓✓ (2)

Copyright reserved

the said Appearer declared that his said Principal/s had truly and legally sold, and that he in his capacity aforesaid, did by these presents, cede and transfer to and on behalf of:-

2.8 **DALEEN VAN DER WALT**✓✓ (2)

2.9 **ID 7708260087081**✓✓ (2)

2.10 **MARRIED OUT OF COMMUNITY OF PROPERTY**✓✓ (2)

Her heirs, executors, administrators, or assigns in full and free property:-

ERF 2.11 **605 VREDENDAL NORTH IQ WESTERN CAPE**✓✓ (2)
REGISTRATION DIVISION MATZIKAMA MUNICIPALITY

IN EXTENT 640 (SIX HUNDRED AND FORTY) Square Meters

Held by Deed of Transfer No 2.12 **T658/2002** ✓✓ and subject to the (2)

conditions of the original title deed.

1. A certificate of Rights to Minerals K430/86 Rm in favour of the Town Council of Matzikama and its successors in title or assigns.
2. The erf is subject to a servitude, 2 metres wide, in favour of the local authority for sewerage and other municipal purpose along any tow boundaries other than a street boundary, as determined by the local authority.
3. No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2 metres thereof.
4. The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it in its discretion may deem necessary and shall further be entitled to

Copyright reserved

reasonable access to the said land for the aforesaid purpose; subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by

WHEREFORE the Appearer renouncing all the right and title which the said seller heretofore had to the premises, did, in consequence also acknowledge that the seller to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said buyer her heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom; the State, however, reserving its rights; and finally acknowledging the purchase price to be the sum of

2.13 **R1 200 000,00**✓ **(ONE MILLION TWO HUNDRED THOUSAND RAND)** ✓ (2)

and the date of sale 2.14 **1 SEPTEMBER 2014**✓✓ (2)

IN WITNESS WHEREOF I, the said REGISTRAR, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

In my presence,

q.q 2. 15 ***C CORNELISSEN*** ✓✓ (2)

REGISTRAR OF DEEDS **[30]**

Copyright reserved

QUESTION 4

4.1 Contract of sale/Deed of sale✓✓ (2)

4.2 Mr Ian Pelser✓✓ (2)

4.3 Mr Zayne van Dyk✓✓ (2)

4.4 Local Government/municipality✓✓ (2)

4.5 Mr Zayne van Dyk✓✓ (2)

4.6 The moment the Registrar of Deeds signs the title deed. ✓✓ (2)

4.7
- Electrical compliance certificate✓✓
- Gas compliance certificate✓✓
- Electric fence compliance certificate✓✓
- Borer compliance certificate ✓✓

(4 × 2) (8)

4.8 Buyer or Mr Zayne van Dyk✓✓ (2)

4.9

PROPERTY VALUE	RATES OF TRANSFER DUTY	
R0–R600 000	0%	R0 ✓✓
R600 001–R1 000 000	3%	R12 000✓✓
R1 000 001–R1 500 000	5%	R12 500✓✓
R1 500 001 and above	8%	TOTAL: R24 500✓✓

If only the correct total is given then candidate gets the full marks (8)

[30]

QUESTION 5

5.1 5.1.1 Innocent misrepresentation✓✓

5.1.2 Intentional misrepresentation✓✓

5.1.3 Negligent misrepresentation✓✓

(3 × 2) (6)

5.2 5.2.1 Error in substantia/error concerning the essential qualities✓✓

5.2.2 Error in persona/mistake concerning the person✓✓

5.2.3 Error in negotio/mistake concerning the nature of the agreement✓✓

(3 × 2) (6)

5.3 5.3.1 Leasing transaction✓✓

5.3.2 Credit grantor✓✓

5.3.3 Credit receiver✓✓

5.3.4 Invalid provision of a credit agreement✓✓

5.3.5 Valid provision of a credit agreement✓✓

(5 × 2) (10)

5.4
- The price must be so that it can be determined or fixed ✓✓
- In the absence of an express or implied agreement about the price, no sale will be valid. ✓✓
- An implied agreement takes place where, in the absence of a price then the standard price will be accepted ✓✓
- Price must consist of money ✓✓

(4 × 2) (8)
[30]

QUESTION 6

6.1 6.1.1 No

6.1.2 Yes

6.1.3 No

6.1.4 Yes

6.1.5 No

(5 × 2) (10)

6.2 6.2.1
- Goods sold by number, weight or measure, the risk passes to the buyer as soon as the goods have been counted ✓✓
- John did not put the chickens in a separate cage, therefore John carries the loss ✓✓
- If John had put the chickens in a separate cage then Luke would have carried the loss✓✓

(6)

6.2.2
- Because Mathew failed to deliver the hay Mathew carries the loss ✓✓
- If Mathew had counted the bails of hay and put them to one side it would have been different BUT now Mathew bears the loss.✓✓
- Delivery is the key word here ✓✓

(6)

Copyright reserved

6.3.1
- Upper✓
- Left-hand corner✓
- Of the document submitted ✓
- In the file✓ (4 × 1) (4)

6.3.2
- Numbering✓✓
- Dating and signing the deed ✓✓ (2 × 2) (4)

[30]

QUESTION 7

7.1 7.1.1
- Contracts for the alienation of inheritances of persons who are still living✓✓
- Agreements in respect of betting and gambling✓✓
- Agreements in restraint of trade✓✓ (3 × 2) (6)

7.1.2
- There must be reasonable restrictions in trade✓✓
- There must be no unreasonable restrictions in freedom of trade✓✓
- Nordenfelt thought that the restriction was unreasonable and too wide✓✓
- The Higher court decided that the manufacturer was trading worldwide so it was reasonable ✓✓ (4 × 2) (8)

7.2 7.2.1 Yes✓✓

7.2.2 The buyer - Peter✓✓

7.2.3 The seller/Abraham will only be liable for deliberate or gross negligence✓✓

(3 × 2) (6)

7.3
- An attorney✓✓
- Who passed an additional admission examination in notarial practice✓✓
- Granted permission by the Supreme Court to practice as a notary✓✓
- The notary is an official of the court ✓✓
- An attorney and a notary✓✓ (5 × 2) (10)

[30]

TOTAL SECTION B: 150
GRAND TOTAL: 200

Copyright reserved