GAUTENG DEPARTMENT OF EDUCATION
SENIOR CERTIFICATE EXAMINATION

MERCANTILE LAW SG

QUESTION 1
COMPULSORY

1.1 A
1.2 C
1.3 C
1.4 B
1.5 B 5x2=(10)

1.6 False = Broker (3)
1.7 True (2)
1.8 False = Registrar of Deeds (3)
1.9 False = Compulsory sequestration (3)
1.10 True (2)
1.11 False = Landlord (3) (16)

1.12 liabilities
assets

1.13 codicil

1.14 reciprocal will

1.15 to make a profit

1.16 legal personality

1.17 interest

1.18 master 7x2=(14)

1.19 Statement of affairs
1.20 Rule nisi
1.21 Foreclosure clause
1.22 Negotiorum gestor
1.23 Statutory tenant 5x2=(10)
[50]

QUESTION 2
LAW OF SUCCESSION / PLEDGES AND MORTGAGES

2.1
- The survivor of a reciprocal will
- The parties are married by antenuptial contract and a succession clause is included. 2x2=(4)

2.2
- Complete or partial destruction, e.g. burns it
- The compilation of a later will or codicil 2x2=(4)

2.3
- All persons of 16 years and older who have their full mental powers.
- Persons under the age of 16 years are legally incapable.
- Their incapacity is not removed by marriage, etc.
- They may validate their will when they attain the age of 16.
- Testators who are mentally not capable are also incapable of making a will.
- Such persons, however, may make a will when in command of their full senses. 4x2=(8)

2.4
- Interest Foreclosure clause 2x1=(2)

2.5
- Liens
  When a person is in possession of property and does work or spends money thereon.
- Landlord's hypothec for rent in arrears
- Right to property if rent falls into arrears.
  No agreement is required in this case.
- Instalment sales hypothec
- When a person's estate is sequestrated.
  Seller's security extends only over that property for the amount outstanding.
- Preferences
  Medical practitioners and funeral undertakers 4x3=(12)

2.6
2.6.1
- Must be in writing
- The Kustings brief must be passed and registered by the Registrar of Deeds in the name of the buyer. 2x2=(4)

2.6.2
- Special mortgages must be registered.
- A written document, i.e. a mortgage bond.
- Drawn up by a notary public and contains inter alia: property under deed, interest, repayment of purchase sum.
- The bond must be signed by the owner.
- Registrar of Deeds signs and validates with official seal.
- Bond is registered in the Deeds Office. 4x2=(8)

2.7
2.7.1 30 years
2.7.2 6 months
2.7.3 Legal mortgages
2.7.4 Covering bond 4x2=(8)

[50]

QUESTION 3
COMPANIES ACT / INSOLVENCY

3.1
- Name and addresses of members
- Details of share capital
- Number of shares issued
- Kind of shares
- Amount paid on shares
- Date on which each person's name is entered as a member
- Date on which he ceases to be a member 5x2=(10)

3.2
3.2.1 B
3.2.2 C 2x2=(4)

3.3
3.3.1
- It is a printed circular which introduces a company
- and invites the public to take shares in the company. 2x2=(4)

3.3.2
- Regulates the internal affairs and management of a company.
- It arranges the domestic affairs of a company. (Its content will vary.) 2x2=(4)

3.3.3
- Together with the articles of association, forms the constitution (charter) of the company.
- Determines the actions of the company to the outside world. 2x2=(4)

3.3.4
Table A
- Model set of articles of association for a public company

Table B
- Model set of articles of association for a private company 2x2=(4)

3.3.5
- The registration requirements of the Companies Act have been complied with.
- The company is incorporated in terms of the Companies Act. 2x2=(4)

3.4
- A right of retention
- A Kustings brief
- One or more special bonds 3x1=(3)

3.5

- A right of retention
- Right of pledge
- Instalment sale hypothec
- Landlord's hypothec for rent arrears 3x1=(3)

3.6

- The trustee was or became incompetent.
- His appointment is unlawful.
- He is physically or mentally incapable.
- Neglects to carry out his duties in a satisfactory way
- The majority of creditors make a written complaint.
- The trustee himself gives notice that in his opinion he is no longer suitable for the post. 5x2=(10)

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QUESTION 4
CLOSE CORPORATION / LIENS

4.1

4.1.1 Founding statement
4.1.2 Co-operation agreement
4.1.3 Act 69 of 1984
4.1.4 Lower / Magistrate's Court
4.1.5 Deregistration 5x2=(10)

4.2

- Members may be jointly and severally held liable for debts.
- Where the name is used without the abbreviation CC
- Where a member fails to make a contribution as required by the Act
- Where the number of members exceeds ten
- Where the corporation makes a payment for the acquisition of a member's interest
- Where the post of accounting officer is vacant for a period of six months 5x2=(10)

4.3

- Selling of assets on an auction to pay creditors
- The CC is unable to pay its debts. 2x2=(4)

4.4

4.4.1

- It must be a legal possession.
  Implies physical control with the intention of holding the property for personal benefit.
- The possession must be uninterrupted.
  If he parts with the property voluntarily, the lien thereon is not revived. 2x3=(6)

4.4.2

- If the property is taken from his possession in an unlawful manner, e.g. stolen from him, he does not lose his rights.
- If he gives up the property to the insolvent's trustee OR
  If it is to be used as evidence in court. 2x2=(4)

4.5
- The expenses must be incurred bona fide / in absolute good faith.
- The owner must be enriched by the expenditure.
- Expenses which merely serve to beautify are not entitled to a lien. (4)

4.6
4.6.1 False - the building must be fenced
4.6.2 False - Salvage lien
4.6.3 False - Debtors/creditors lien
4.6.4 False - Debtors/creditors lien 4x3=(12)
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QUESTION 5
INSOLVENCY / NEGOTIABLE INSTRUMENTS

5.1
- Compensation by reason of personal injury or defamation
- A pension to which he is entitled
- Indemnification or compensation
- Compensation payable according to the Miner's Phthisis Act.
- Assets obtained after sequestration, as a result of his own labour
- The clothing and bedding and other essential means of livelihood
- Life policies taken out on the insolvent's own life
- Assets obtained by the sale or exchange 5x2=(10)

5.2
- The creditor has established his claim.
- The debtor has committed an act of insolvency.
- There is reason to believe that it will be to the advantage of the creditors. 3x2=(6)

5.3
5.3.1 Rehabilitation
5.3.2 Secured assets 2x2=(4)

5.4
- In the notification of his appointment, the trustee must call upon all debtors to pay their debts.
- Must take into his possession all movable goods, books, etc.
- Must open a banking account in the name of the insolvent
- Open a book in which he records all monies, books, etc. received by him.
- To convene a general meeting
- He must examine all proved claims, and determine if the estate is indebted for those accounts.
- Recommend that moveable goods be sold
- Full explanation from insolvent regarding the reason for his insolvency
- Recommend that all movable property of the insolvent is sold.
- Submit a full report on the second meeting
- After the second meeting sell the property 6x2=(12)

5.5

- Cheque has a twofold nature.
- Firstly, it is a bill.
- Secondly, it is a mandate from a customer to his bank to pay a certain amount of money from his account.
- The relationship is based on commercial usage.
- Relationship is therefore one of debtor and creditor.
- A banker is entitled to refuse payment if the cheque does not comply with the necessary essentials.
- It is the duty of the customer to notify his banker if he knows that his signature is forged. 6x2=(12)

5.6

- Material alterations
  Include any alteration of the date or the sum without the drawer's consent.

- As from 2001, no altered cheques have been accepted by banks.
- Even though it is signed in full by the account holder.
- These cheques will be returned 3x2=(6)

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QUESTION 6
LEASE OF IMMOVABLE PROPERTY

6.1
6.1.1 Hire goes before sale
6.1.2 Tenant
6.1.3 Costs of labour 3x2=(6)

6.2

- The tenant may have the repairs effected and deduct the costs involved from the landlord, provided he has informed the landlord of his intentions.
- He may claim a proportionate reduction in the rent.
- The tenant may vacate the property without being liable for further rent. 3x2=(6)

6.3

- May order specific performance and claim damages
- Order the tenant to repair the property
- Hold the tenant liable for rent as long as he remains to occupy the property 3x2=(6)

6.4
- The tenant must pay the rent on a date as agreed upon, e.g. on the 7th day of each month
- Must pay at a place as agreed upon.
- Rent must be paid in SA currency.
- Parties may agree that the rent be paid in advance.
- In the absence of an agreement, the rent must be paid on the day the lease expires. 4x2=(8)

6.5
- If no provision for subletting is made in the contract, the tenant is entitled to sublet provided that the landlord does not object.
- If the contract prohibits subletting, the landlord may refuse permission.
- A rural tenant may sublet with the written consent of the landlord.
- Determine if property is rural or urban is based on use.
- May sublet an urban property without consent. 4x2=(8)

6.6
- Placing of leased property at disposal of tenant
- Warranty against interference in property
- Implementation of all necessary repairs to property
- Compensation for defects in property
- Paying of rates and taxes, levies on property
- Recognition of tenant's right to sublet property
- Compensation of fixtures and improvements to property 5x2=(10)

6.7
- Specified immovable property
- Period of time e.g. 1 year
- Specified amount of rent e.g. R1 000 3x2=(6)

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QUESTION 7
AGENCY SURETYSHIP

7.1
- By express authority
- By operation of the law
- By conduct (Estoppel)
- By ratification 4x1=(4)

7.2
7.2.1 Del credere agent
7.2.2 Auctioneer
7.2.3 Estoppel / conduct
7.2.4 Ratification 4x2=(8)

7.3

- Where an agent acts within the scope of his authority, the principal is liable to the third party.
- The agent is an employee of his, and the act is done in the course of his employment.
- In order to determine the extent of the principal's liability, it must ascertained -
  - Whether the agent is acting as an employee or as an independent contractor
  - When an agent acts as employee the principal is liable for his deeds
  - The principal is not liable for the deeds of the contractor. 5x2=(10)

7.4

- An agreement between the surety and the creditor
- The agreement must be in writing
- Must be signed by the surety 3x2=(6)

7.5

7.5.1

- The right of excussion
- Arises as soon as the creditor holds the surety liable for the debt.
- Surety may claim that the creditor should take steps against the debtor. 2x2=(4)

7.5.2

- This is the benefit of cession of action.
- A surety who has paid the whole debt can claim that the creditor shall cede to him all action.
- The surety now obtains all the rights of the creditor. 2x2=(4)

7.5.3

- This is the benefit of division.
- Arises in cases where there is more than one surety
- They are known as co-sureties. 2x2=(4)

7.6

- His liability is limited to the terms of the contract.
- His liability can never be greater than that which is stipulated in the contract.
- The suretyship is an accessory liability.
- He can act as surety for a smaller amount than the principal debt.
- He can bind himself conditionally where the principal debt is unconditional.
- Where the debt is conditional a surety cannot bind himself unconditionally.
- If it is evident that the intention of the surety has also been to assume liability for the debtor's additional debts, he will be bound by them 5x2=(10)

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QUESTION 8
PARTNERSHIP / WILLS

8.1
8.1.1 jointly and severally
8.1.2 loss
8.1.3 Roman-Dutch law 3x2=(6)

8.2
- Partners are not entitled to any compensation for their services
- Unless they have arranged beforehand / partnership agreement
- If the partnership is benefited by special services, he is entitled to compensation.
- Is entitled to be reimbursed for expenses incurred
- Is entitled to be reimbursed for injuries sustained 4x2=(8)

8.3
- When two or more persons enter into a partnership in the name of only the persons.
- The other persons are not known to the public.
- He may not interfere in the management / not an active part in managing the business.
- He is not liable for partnership debts unless he announces himself as a partner.
- He is obliged to bear his pro rata share of the losses. 3x2=(6)

8.4
- Disappearance and extended absence of a partner for 14 months
- Incapacity owing to a long illness
- Partner declared mentally disordered
- Co-operation not possible because of unbearable disputes
- Likelihood exists of no future profits.
- Affair with co-partner's partner 4x2=(8)

8.5.1 False - witness and spouse may not benefit.
8.5.2 False - intestate hereditary right 2x2=(4)

8.6
- An executor is usually named in the will.
- His appointment is confirmed by the Master.
- Will publish a note in the Gazette
- If it is under a certain amount the Master will appoint someone himself.
- Where the will has named two or more persons the Master will appoint one. 5x2=(10)

8.7
- Every will must be in writing.
- The testator must personally sign the will.
- The signature of the testator must be appended in the presence of two competent witnesses.
- Two witnesses must attest and sign the will.
- The witnesses must attest and sign the will in the presence of the testator.
- Where the testator signs his will by means of a mark, a magistrate must certify at the end thereof. 4x2=(8)

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QUESTION 9
COMPANY LAW / GENERAL

9.1

9.1.1

- The name may not be the same as that of a company already registered.
- Can refuse to register a name which in his opinion is calculated to mislead the public.
- The last word of the name of a public company must be "Limited" and a private company (Pty) Ltd.
- Name must consist of at least three letters of the alphabet.
- Word or words describing the main business
- Words such as Government or State - only with consent of State President
- Words such as Bank - with consent of Minister of Finance

Words such as Hotel or motel are registered as a hotel 5x2=(10)

9.1.2

- May be voluntary be means of special resolution
- By order of the Registrar - name is undesirable 2x2=(4)

9.2

- Minute book of general meetings
- Register of allocation shares
- Register of pledges and mortgages
- Debenture register
- Register of directors
- Attendance register
- Register of fixed assets 4x2=(8)

9.3

- A prospectus may not be issued before it has been registered by the Registrar.
- May not be issued later than three months after the date of registration.
- Person (e.g. attorney) may withdraw his/her consent.
- Names not accompanied by written consent.
- Declares that a portion of the shares has been underwritten.
- Prospectus must be signed by every director.
- The prospectus must be submitted within 14 days for registration.
- The front cover must contain a note that a copy has been duly registered. 5x2=(10)

9.4

9.4.1 Perform mandate in person (2)

9.4.2 Signature of buyer (2)

9.4.3 A person without permission, acts on behalf of absent owner, in order to safeguard property. (2)

9.4.4 Considered correct till contrary is proven (2)

9.5

- The debtor must publish, before the date of application, a notice of surrender of estate in the **Government Gazette** as well as in a **newspaper** in circulation in the district in which he resides or conducts business.
- The debtor must send or hand over, within 7 days after publication of the notice of surrender of estate, a copy thereof to each creditor whose address he knows.
- The debtor must draw up a statement of affairs and lodge two copies thereof at the Master's office.
- On receipt of the statement of affairs the Master may direct the applicant to have one or more of the specified assets valued.
- The statement of affairs must be open to the inspection of any creditor for a period of fourteen days. 5x2=(10)

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TOTAL: 300

GAUTENGSE DEPARTEMENT VAN ONDERWYS
SENIORSERTIFIKAAT-EKSAMEN

HANDELSREG SG

VRAAG 1
VERPLIGTEND

1.1 A
1.2 C
1.3 C
1.4 B
1.5 B 5x2=(10)

1.6 Onwaar = Makelaar (3)
1.7 Waar (2)
1.8 Onwaar = Registrateur van aktes (3)
1.9 Onwaar = Verpligte sekwestrasie (3)
1.10 Waar (2)
1.11 Onwaar = Verhuurder (3) (16)

1.12 laste
bates

1.13 kodisil

1.14 wederkerige testament

1.15 om wins te maak

1.16 regspersoonlikheid

1.17 belang

1.18 meester 7x2=(14)

1.19 Vermoëstaat
1.20 Bevel nisi
1.21 Oproepingsklousule
1.22 Negotiorum gestor
1.23 Statutêre huurder 5x2=(10)
[50]

VRAAG 2
TESTAMENTE / PAND EN VERBAND

2.1
- Die langslewende van 'n wederkerige testament
- Die partye is op huweliksvoorwaarde getroud en die opvolgingsbeding is ingesluit. 2x2=(4)

2.2
- Algehele herroeping - vernietiging van bestaande testament, bv. dit word opgeskeur of verbrand.
- Die opstel van 'n latere testament en/of kodisil 2x2=(4)

2.3
- Alle persone van 16 jaar en ouer wat by hulle volle positiewe (verstand) is
- Persone onder 16 jaar is regtens onbevoeg.
- Sy onbevoegdheid word nie deur huwelik of emansipasie opgehef nie.
- Wanneer hy 16 word, kan hy die testament onderteken en bekragtig.
- Testateurs wat verstandelik nie in staat is nie, is onbevoeg om te testeer.
- Mag testeer tydens 'n helder oomblik. 4x2=(8)

2.4
- Rente - oproepings / opseggingsklousule 2x1=(2)

2.5
- Retensieregte
  Indien 'n persoon 'n eiendom besit en hy geld of arbeid aan die eiendom bestee
- Die verhuurder se hipoteek vir agterstallige huur
  Reg op eiendom indien huur agterstallig is. Geen ooreenkoms word vereis nie.
- Die afbetalingsverkoophipoteek
  Wanneer 'n persoon se boedel gesekwestreer word. Verkoper se belang oor die eiendom is slegs vir die uitstaande bedrag.
- Voorkeure
  Mediese praktisyns en begrafnisondernemers 4x3=(12)

2.6
2.6.1
- Dit moet skriftelik opgestel wees.
- Die Kustingsbrief moet in die Aktekantoor op die naam van die koper geregistreer word. 2x2=(4)

2.6.2
- Spesiale verbande moet geregistreer word.
- 'n Skriftelike dokument, d.i. 'n verbandakte
- Word deur 'n notaris verbanduitmaker opgestel en bevat onder andere: eiendom onder verband, rente, terugbetaling van koopsom.
- Moet deur eienaar onderteken word.
- Registrateur van Aktes onderteken en bekragtig met ampseël.
- Verband word by die Aktekantoor geregistreer. 4x2=(8)

2.7
2.7.1 30 jaar
2.7.2 6 maande
2.7.3 Geregtelike verband
2.7.4 Dekkingsverband 4x2=(8)
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VRAAG 3
MAATSKAPPYWET / INSOLVENSIE

3.1
- Name en adresse van lede
- Besonderhede van aandelekapitaal
- Getal aandele uitgereik
- Klas of soort aandele
- Bedrag op aandeel betaal
- Datum waarop elke lid se naam as lid aangeteken is
- Datum waarop hy opgehou het om lid te wees 5x2=(10)

3.2
3.2.1 B
3.2.2 C 2x2=(4)

3.3
3.3.1
- Dit is 'n gedrukte sirkulêr wat 'n maatskappy bekendstel
- en die publiek uitnooi om aandele in die maatskappy te bekom. 2x2=(4)

3.3.2
- Die statuut reël die interne (huishoudelike) sake en
- bestuur van die maatskappy. (Inhoud mag wissel) 2x2=(4)

3.3.3
- Tesame met die statuut, vorm dit die konstitusie (grondwet) van die maatskappy.
- Dit is die dokument waarin die optrede van die maatskappy na buite bepaal word. 2x2=(4)

3.3.4
Tabel A
- Modelstatute vir 'n publieke maatskappy

Tabel B
- Modelstatute vir 'n privaat maatskappy 2x2=(4)

3.3.5
- Daar is aan al die registrasievereistes van die Maatskappywet voldoen.
- Die maatskappy is behoorlik kragtens die Maatskappywet ingelyf. 2x2=(4)

3.4
- 'n Retensiereg
- 'n Kustingsbrief
- Een of meer spesiale verbande 3x1=(3)

3.5

- Retensiereg
- Pandreg
- Afbetalingsverkoopsooreenkoms (-hipoteek)
- Verhuurder se hipoteek vir agterstallige huur 3x1=(3)

3.6

- Die kurator onbevoeg was of geword het.
- Sy aanstelling om die een of ander rede onwettig was.
- Hy liggaamlik of geestelik onbekwaam is.
- Versuim om sy pligte op 'n bevredigende wyse na te kom.
- Die meerderheid skuldeisers 'n skriftelike klagte (vertoë) tot hom rig.
- Die kurator na sy mening nie meer geskik is vir die pos nie. 5x2=(10)

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VRAAG 4
BESLOTE KORPORASIE / RETENSIEREG

4.1

4.1.1 Stigtingsverklaring

4.1.2 Samewerkingsooreenkoms

4.1.3 No. 69 van 1984

4.1.4 Laerhof / landdroshof

4.1.5 Deregistrasie 5x2=(10)

4.2

- Lede mag gesamentlik en afsonderlik aanspreeklik gehou word vir skulde.
- Waar die naam sonder die afkorting BK verskyn.
- Waar die lid versuim om 'n bydrae, soos die wet vereis word, te maak.
- Waar die ledetal meer as tien is, sal elke lid aanspreeklik wees.
- Waar die korporasie 'n som geld betaal om 'n lid se belang te bekom.
- Waar die pos van 'n rekeningkundige beampte vir 'n tydperk van ses maande vakant is. 5x2=(10)

4.3

- Verkoop van bates op 'n veiling om skuldeisers te betaal.
- Die korporasie (BK) is nie in staat om sy skulde te betaal nie. 2x2=(4)

4.4

4.4.1

- Dit moet geregtelike besit word. / Fisiese beheer daaroor hê met die bedoeling om die eiendom tot eie voordeel te hou.
- Dit moet ononderbroke besit wees.

  Indien hy vrywillig afstand doen van die eiendom verloor hy sy retensiereg. 2x3=(6)

4.4.2

- As die saak op 'n ongeoorloofde wyse, bv. deur diefstal uit sy besit geneem is, verloor hy nie sy reg nie.
- Verloor nie sy reg as die saak aan die insolvent se kurator gegee word OF as die saak moet dien as 'n bewysstuk in die hof nie. 2x2=(4)

4.5
- Die onkostes moes bona fide aangegaan gewees het / in absolute goeie trou.
- Blote versiering dien nie as retensiereg nie.
- Die eienaar moet deur die uitgawes verryk of bevoordeel word (4)

4.6
4.6.1 Onwaar - Gebou moet omhein word
4.6.2 Onwaar - Bergingsretensiereg
4.6.3 Onwaar - Skuldenaar-skuldeiserretensiereg
4.6.4 Onwaar - Skuldenaar-skuldeiserretensiereg 4x3=(12)
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VRAAG 5
INSOLVENSIE / VERHANDELBARE DOKUMENTE

5.1
- Vergoeding wat hom toeval by wyse van persoonlike letsel, of laster
- Pensioen waarop hy geregtig mag wees
- Skadeloosstelling of kompensasie
- Vergoeding betaalbaar kragtens die Mynteringwet.
- Bate na sekwestrasie deur eie vlyt verkry
- Klere, beddeboed en ander noodsaaklike bestaansmiddele
- Lewenspolisse op insolvent se eie lewe.
- Bates verkry deur die verkoop van bogenoemde goedere. 5x2=(10)

5.2
- Die skuldeiser het sy eis ingedien.
- Die skuldenaar het 'n daad van insolvensie begaan.
- Daar is gronde dat dit tot die voordeel van die krediteure sal wees. 3x2=(6)

5.3
5.3.1 Rehabilitasie
5.3.2 Versekerde bates 2x2=(4)

5.4
- In die aankondiging van sy aanstelling moet hy alle skuldenare aansê om hulle skulde te betaal.
- Alle roerende goed, boeke, ens. in sy besit neem.
- Moet 'n Bankrekening op die naam van die insolvent open.
- 'n Boek aanlê waarin rekord gehou word van gelde, boeke, ens. wat deur hom ontvang is.
- Te enige tyd 'n algemene vergadering belê
- Moet wanneer versoek 'n spesiale vergadering belê.
- Hy moet alle grondige eise nagaan of die boedel wel die bedrag verskuldig is.
- Volledige verduideliking van insolvent kry oor redes vir insolvensie.
- Aanbeveel dat roerende goed verkoop word.
- Op tweede vergadering 'n volledige verslag inlewer
- Na tweede vergadering boedel tot geld maak 6x2=(12)

5.5
- Die tjek het 'n tweeledige aard.
- Eerstens is dit 'n wissel.
- Tweedens 'n magtiging van 'n kliënt aan sy bankier om bedrae geld uit sy rekening te betaal.
- Die verhouding is grootliks op handelsgebruik gebaseer.
- Verhouding is dus een van skuldenaar en skuldeiser.
- Bank is geregtig om betaling van tjek te weier as dit nie aan die nodige vereistes voldoen nie.
- Dit is die plig van die kliënt om die bank in kennis te stel indien hy vermoed dat sy handtekening vervals word. 6x2=(12)

5.6
- Wesenlike veranderings
  Sluit in veranderings van die datum of die bedrag, sonder die trekker se toestemming.

- Vanaf 2001 aanvaar banke geen gewysigde tjeks nie
- selfs al het die rekeninghouer ook voluit by die wysigings geteken
- Hierdie tjeks sal teruggestuur word. 3x2=(6)

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VRAAG 6
HUUR EN VERHUUR VAN ONROERENDE EIENDOM

6.1
6.1.1 Huur gaan voor koop
6.1.2 Huurder
6.1.3 Koste van arbeid 3x2=(6)

6.2
- Hy kan die nodige herstellings self aanbring en die koste van die huurgeld aftrek, mits hy die verhuurder daarvan in kennis gestel het.
- Hy kan na verhouding 'n verlaging in die huur eis.
- Hy kan die eiendom ontruim, sonder om aanspreeklik te wees vir verdere huur. 3x2=(6)

6.3
- Hy mag spesifieke uitvoering eis asook skadevergoeding.
- Hy mag beveel dat die huurder die eiendom herstel.
- Hy is geregtig om die huurder aanspreeklik te hou vir huurgeld solank as huurder woning bewoon. 3x2=(6)

6.4
- Hy moet huur betaal op 'n datum soos ooreengekom, bv. op die sewende dag van elke maand.
- Moet betaal op 'n plek soos ooreengekom.
- Moet betaal word in S.A. geldeenheid.
- Mag ooreenkom dat huur vooruit betaal word.
- In afwesigheid van 'n ooreenkoms moet dit betaal word op die dag waarop die huurkontrak beëindig word. 4x2=(8)

6.5
- Indien geen voorsiening gemaak word in die kontrak vir onderverhuring nie, mag die huurder die saak onderverhuur op voorwaarde dat verhuurder nie 'n beswaar het nie.
- Indien die kontrak dit verbied, mag die verhuurder toestemming weier.
- Plattelandse huurder - slegs met skriftelike toestemming van die verhuurder.
- Is 'n saak stedelik of platteland - word bepaal deur gebruik.
- Mag 'n stedelike perseel sonder toestemming onderverhuur. 4x2=(8)

6.6
- Die verhuurde saak word aan die huurder vir bewoning oorhandig.
- Die huurder mag nie in sy genot en gebruik gesteur word nie.
- Die nodige herstellings is aangebring aan eiendom.
- Waarborg teen gebreke in eiendom.
- Eiendomsbelasting en heffing op eiendom betaal.
- Erkenning van huurder se reg om eiendom te onderverhuur.
- Die huurder vergoed vir verbeterings aangebring. 5x2=(10)

6.7
- Gespesifiseerde onroerende eiendom
- Termyn van huur, bv. 1 jaar.
- Bepaalde huurgeld R1 000 3x2=(6)

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VRAAG 7
AGENTSKAPPE / BORGSKAP

7.1
- Uitdruklike ooreenkoms
- Regswerking
- Gedrag (Estoppel)
- Bekragtiging 4x1=(4)

7.2
7.2.1 Del credere agent
7.2.2 Afslaer
7.2.3 Estoppel / gedrag
7.2.4 Bekragtig 4x2=(8)

7.3

- Waar die agent binne sy magtiging optree, is die prinsipaal aanspreeklik aan die derde party.
- Die agent is sy werknemer en die daad word in die uitvoering van sy werk aangegaan.
- Om die mate van die prinsipaal se aanspreeklikheid te bepaal, moet vasgestel gaan word:
  - Het die agent as werknemer of as onafhanklike kontrakteur opgetree.
  - Waar agent as werknemer opgetree het, is prinsipaal aanspreeklik vir sy optrede.
  - As kontrakteur, is prinsipaal nie aanspreeklik nie. 5x2=(10)

7.4

- Ooreenkoms tussen borg en skuldeiser
- Moet skriftelik wees
- Die borg moet die borgkontrak onderteken 3x2=(6)

7.5

7.5.1

- Voorreg van uitwinning of uitskudding
- Ontstaan sodra die skuldeiser die borg aanspreeklik hou vir die skuld
- Borg kan eis dat skuldeiser eers stappe teen skuldenaar doen 2x2=(4)

7.5.2

- Dit is die voorreg van sessie van aksie.
- 'n Borg wat die hele skuld delg, kan eis dat skuldeiser alle regte en voorregte aan hom oordra.
- Die borg beskik nou oor al die regte van die krediteur. 2x2=(4)

7.5.3

- Dit is die voorreg van skuldverdeling of skuldsplitsing.
- Ontstaan in gevalle waar daar meer as een borg is.
- Hulle staan bekend as medeborge. 2x2=(4)

7.6

- Dit is vanselfsprekend dat sy aanspreeklikheid beperk word tot die bepalings van die kontrak.
- Sy aanspreeklikheid kan nooit groter wees as dit wat in die kontrak bepaal word nie.
- Borgtog is 'n bykomstige aanspreeklikheid.
- Hy kan wel vir kleiner bedrag as die skuld borg staan.
- Homself voorwaardelik bind wanneer die skuld onvoorwaardelik is.
- Wanneer die skuld voorwaardelik is, kan die borg hom nie onvoorwaardelik bind nie.
- As dit die bedoeling was van die borg om vir 'n toekomstige skuld aanspreeklik te wees, sal hy daaraan gebind wees. 5x2=(10)

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VRAAG 8
VENNOOTSKAPPE / TESTAMENTE

8.1
8.1.1 gesamentlik en afsonderlik
8.1.2 verliese
8.1.3 Romeins-Hollandse reg 3x2=(6)

8.2
- Vennote is nie geregtig op enige vergoeding vir hulle dienste nie
- Behalwe wanneer hulle vooraf gereël het / vennootskapkontrak.
- Indien vennootskap bevoordeel word - geregtig op vergoeding.
- Geregtig op vergoeding vir uitgawes aangegaan.
- Geregtig indien skade gelei – skadeloosstelling. 4x2=(8)

8.3
- Twee of meer persone 'n vennootskap in die naam van slegs een van die persone aangaan.
- Die ander vennote is onbekend aan die publiek.
- Neem nie aktief deel aan die bestuur van die besigheid nie / mag nie inmeng nie
- Is nie aanspreeklik vir vennootskapskulde nie, tensy hy homself bekendmaak as vennoot.
- Behalwe as hy homself voorstel as 'n gewone vennoot.
- Hy is verplig om prorata sy deel van verliese te dra. 3x2=(6)

8.4
- Die verdwyning en langdurige afwesigheid van 'n vennoot vir 14 maande
- Onbevoegdheid weens 'n lang siekbed
- Kranksinnigverklaring van 'n vennoot
- Samewerking onmoontlik as gevolg van onderlinge twiste
- Waarskynlik geen verdere winste 4x2=(8)
- Verhouding met medevennoot se eggenoot

8.5.1 Onwaar - getuie en gade mag nie bevoordeel word nie.
8.5.2 Onwaar - intestate erfreg 2x2=(4)

8.6
- Die testament benoem die eksekuteur
- Die Meester bekragtig die aanstelling
- Word in Staatskoerant aangekondig
- Indien onder 'n sekere bedrag, gee die meester self opdrag.
- Indien twee eksekuteure benoem is, besluit die Meester watter een. 5x2=(10)

8.7
- Elke testament moet skriftelik wees.
- Die testateur moet aan die einde van die testament teken.
- Die handtekening van die erflater moet aangebring word in die teenwoordigheid van twee bevoegde getuies.
- Die twee getuies moet die testament attesteer en onderteken.
- Die twee getuies moet attesteer en teken in die teenwoordigheid van die erflater en van mekaar.
- By wyse van 'n merk teken, moet 'n landdros aan die einde daarvan sertifiseer. 4x2=(8)

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VRAAG 9
MAATSKAPPYWET / ALGEMEEN

9.1
9.1.1
- Die naam mag nie dieselfde wees as die van 'n reeds geregistreerde maatskappy nie.
- Die slotwoord van die publieke maatskappy is "Beperk" en privaatmaatskappy (Edms) Bpk.
- Registrateur kan weier om 'n naam te registreer wat na sy oordeel bereken is om die publiek te mislei.
- Naam moet uit minstens drie letters van alfabet bestaan.
- Woorde soos Staat, Regering, slegs met toestemming van Staatspresident.
- Woorde soos Bank slegs met toestemming van Minister van Finansies.
- Woorde soos hotel, motel, moet betrekking hê op die eiendom van verblyf. 5x2=(10)

9.1.2
- Kan vrywillig wees / wyse van spesiale besluit.
- Op bevel van Registrateur / naam is onwenslik. 2x2=(4)

9.2
- Notuleboek van algemene vergaderings
- Register van toewysings van aandele
- Register van pande en verbande
- Register van skuldbriefhouers
- Register van direkteure
- Register van bywoning
- Register van beamptes
- Register van vaste bates 4x2=(8)

9.3
- 'n Prospektus mag nie uitgereik word alvorens dit deur die Registrateur geregistreer is nie.
- Mag nie later as drie maande na die datum van registrasie uitgereik word nie.
- Persoon (bv. prokureur) kan sy toestemming terugtrek.
- Name nie vergesel is van skriftelike toestemming nie
- Verklaar dat 'n gedeelte van aandele onderskryf is.
- Prospektus moet onderteken word deur elke direkteur.
- Die prospektus moet binne 14 dae ingedien word vir registrasie.
- Op die voorkant moet vermeld staan dat 'n afskrif behoorlik geregistreer is. 5x2=(10)

9.4
9.4.1 Persoon moet opdrag (mandaat) in eie persoon uitvoer (2)
9.4.2 Woonadres van ondergetekende (2)
9.4.3 Persoon uit sy eie optree namens afwesige eienaam om besittings van beskadiging te beskerm (2)
9.4.4 Gegewens as korrek totdat die teendeel bewys is. (2)

9.5

- Die skuldenaar moet die aansoek van kennisgewing van boedeloorgawe in die **Staatskoerant** asook in 'n **nuusblad** in omloop in die distrik waarin hy woon of besigheid bedryf, publiseer.
- Binne sewe dae na publikasie van die kennisgewing van boedeloorgawe moet die skuldenaar 'n afskrif daarvan aan elke skuldeiser wie se adres hy ken of kan vasstel, stuur of oorhandig.
- 'n Skuldenaar moet 'n vermoënsstaat opstel en twee eksemplare daarvan by die Meesterkantoor indien.
- Na ontvangs van die vermoënsstaat, kan die Meester die aansoeker beveel om een of meer van die aangeduide bates te laat waardeer.
- Hierdie vermoënsstaat moet vir 'n tydperk van veertien dae beskikbaar wees ter insae van enige skuldeiser. 5x2=(10)

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TOTAAL: 300