

**FACULTY OF NATURAL RESOURCES AND SPATIAL SCIENCES**

**DEPARTMENT OF LAND AND PROPERTY SCIENCES**

<b>QUALIFICATION(S):</b> Diploma in Property Studies; Diploma in Land Administration; Bachelor of Land Administration; Bachelor of Property Studies; Bachelor in Property Studies Hons	
<b>QUALIFICATION CODES:</b> 06 DPRS 27DPRS; 06DLAD; 07BLAD; 27BLAD; 08BPRS; 27BPRS	<b>NQF LEVEL: 5</b>
<b>COURSE CODE:</b> LLA520 S	<b>COURSE NAME:</b> LAW FOR LAND ADMINISTRATION 1
<b>EXAMS SESSION:</b> JANUARY 2020	<b>PAPER:</b> THEORY
<b>DURATION:</b> 2 HOURS	<b>MARKS:</b> 100

<b>SECOND OPPORTUNITY/SUPPLEMENTARY EXAMINATION QUESTION PAPER</b>	
<b>EXAMINER(S)</b>	Stephnie De Villiers
<b>MODERATOR:</b>	Adv Magda Saayman

<b>INSTRUCTIONS</b>	
<ol style="list-style-type: none"> <li>1. This paper consists of 5 questions.</li> <li>2. Answer ALL the questions.</li> <li>3. Write clearly and neatly.</li> <li>4. Number the answers clearly.</li> </ol>	

**PERMISSIBLE MATERIALS**

NONE

There is only ONE correct answer for each question. Negative marking will not be applied, but answers to questions will not be marked where more than one answer has been given.

**ONLY WRITE THE LETTER OF THE CHOSEN ANSWER NEXT TO THE CORRESPONDING QUESTION NUMBER IN YOUR ANSWER SCRIPT.**

- a) The tacit hypothec of the landlord ....
- i. Is the only form of hypothec;
  - ii. Is a form of real security;
  - iii. Can arise by operation of law or by way of agreement;
  - iv. Can be exercised over the movables of the lessee only;
  - v. All of the above options. (2)
- b) Praedial servitudes .....
- i. Are for example a *usus* or a *habitatio*.
  - ii. Are registered over a dominant tenement in favour of a servient tenement.
  - iii. Are also to the benefit of the successor-in-title of the owner of the land.
  - iv. Lapses at the death of the person to whose benefit the praedial servitude is;
  - v. All of the above. (2)
- c) Long leases ....
- i. Should always be registered against the title deed of a property;
  - ii. If unregistered, cannot be enforced against a successor-in-title of the landlord;
  - iii. If unregistered, can be enforced for the full duration of the lease against a successor-in -title of the landlord if the title was acquired gratuitously, even if the lessee is not in occupation of the property;
  - iv. Provides a personal right to a lessee, irrespective of whether registration took place or not;
  - v. Must always be in writing and signed. (2)

deceased's estate; estate agents.

- iii. Persons authorized by a power of attorney; partners of a partnership; members of a close corporation; board of directors of companies;
- iv. None of the above;
- v. All of the above. (2)

e) Choose the correct statement:

- i. Automatism may have the consequence that a person is not liable for damages caused due to a delict committed while sleepwalking;
- ii. Automatism may have the consequence that a person would not be held liable for damages caused as a result of a motor vehicle accident caused while driving under the influence of alcohol;
- iii. Automatism implies that a person can control his/her actions, but that the person's actions were an automatic reaction to something;
- iv. Automatism is a voluntary and mechanical action;
- v. None of the above. (2)

[10]

---

**Question 2**

Provide a word or phrase within the context of the work covered in Law for Land Administration 1:

- a) The burden of proof a plaintiff has in a claim for damages due to a delict. (2)
- b) Fault as one of the requirements to be successful in a claim based on a delict committed. (2)
- c) An example of private nuisance. (2)

..... ownership.

(2)

[10]

---

**Question 3**

- a) List the ways in which express authority can be granted? (3)
- b) List the elements a third party needs to prove to keep a principal bound to a contract in the event that an agent exceeded authority. (4)
- c) Name *five* circumstances under which the principal and agent's relationship can be terminated. (5)
- d) Name the obligations a principal has towards an agent. (3)
- e) Give *two* other terms for a company which is incorporated not for gain. (2)
- f) Give three examples of business enterprises with perpetual succession. (3)
- g) Briefly list what a plaintiff needs to prove to claim damages as a result of trespass. (3)
- h) Name the two different forms causation can take when proving a claim based on a delict. (2)

[25]

---

**Question 4**

- a) Draft your own lease agreement. The agreement should comply with the necessary requirements for validity as well as the essentialia of a lease agreement. (*Do not spend more than 10 minutes on this agreement.*) (6)

- c) Explain how the agreement drafted in a) makes provision for relocation. (2)
- d) Discuss how the lease agreement drafted in a) can be terminated. (8)
- e) In the event that the lease agreement terminates, should the lessor compensate the lessee for improvements effected by the lessee during the duration of the lease? (11)
- [34]**
- 

**Question 5**

Study the attached contract of purchase and sale and answer the following questions:

- a) Explain the effect of the voetstoots clause. (10)
- b) Discuss how would clause 15 effect the parties if the property would be destroyed by fire caused by a severe lighting storm on 15 January 2020? (11)
- [21]**
- 

**Annexure to follow**

**MARITAL STATUS:** Married out of community of property

**IDENTITY NUMBER:** 6905010046

**POSTAL ADDRESS:** P.O. Box 972, Maerua Windhoek

**TELEPHONE NUMBERS:** -

**CELL PHONE NUMBER:** 081 521 9876

(Hereafter called the SELLER)

and

**FULL NAMES:** Twiggy Honduras

**MARITAL STATUS:** Unmarried

**IDENTITY NUMBER:** 5805010046

**POSTAL ADDRESS:** P.O. Box 245, Bachbrecht, Windhoek

**TELEPHONE NUMBERS:** 061- 235187

**CELL PHONE NUMBER:** 085 432 9186

(Hereafter called the PURCHASER)

1. THE SELLER HEREBY SELLS TO THE PURCHASER WHO HEREBY AGREES TO PURCHASE:

**CERTAIN:** Erf 389, Kleine Kuppe

**SITUATED:** IN THE MUNICIPALITY OF Windhoek  
REGISTRATION DIVISION "K"  
Khomas REGION

**MEASURING:** 500 (Five Hundred) SQUARE METERS.

2. **PAYMENT:**

The PURCHASE PRICE of the PROPERTY is the sum of **N\$1 560 000** (One Million Fivehundred and Sixty Thousand NAMIBIAN DOLLARS) payable as follows: **CASH ON DATE OF REGISTRATION**

3. **POSSESSION AND OCCUPATION:**

Possession and vacant occupation of the PROPERTY shall be given to the PURCHASER on/against **REGISTRATION OF THE PROPERTY IN THE PURCHASERS NAME** and the SELLER will guarantee occupation and possession to the PURCHASER on this date from which date the PROPERTY shall be at the sole risk, loss or profit of the PURCHASER.

4. **OCCUPATIONAL INTEREST:**

The parties hereby agree that should the date of occupation and possession not coincide with the date of registration of the property in the PURCHASERS name, the party enjoying occupation of the property while it is registered in the name of the other party, shall in consideration thereof and for the period of such occupation, pay to the other party occupational interest to the amount of N\$ 10 000 per month, which is payable monthly in advance.

5. **RATES AND TAXES:**

The SELLER shall pay all rates and taxes in respect of the property until date of Registration of transfer and if paid in advance, the PURCHASER will refund the SELLER in respect of a pro rata share thereof.

registration of transfer.

**6. TRANSFER:**

Transfer of the PROPERTY shall be granted by the SELLER to the PURCHASER as soon as possible. As soon as the SELLER tenders transfer, the PURCHASER will be compelled to take all the necessary steps and to perform all other actions in order to take transfer without any delay.

The PURCHASER shall provide the transferring attorneys, Mutjinde and Associates with guarantees and/or cash deposits covering the purchase price when requested to do so as more fully set out in clause 12 below.

**7. COSTS:**

The PURCHASER will pay the Transfer Duty, stamps, Legal Practitioners fees, VAT and Deeds Office Lodgement fees.

**8. CONDITIONS AND SERVITUDES:**

The PROPERTY is sold as described in the existing Title Deed(s) thereof, and is subject to all conditions, and servitudes (if any) attached thereto or mentioned or referred to in the said Title Deed or prior deeds. The SELLER shall not be liable for any deficiency in the extent which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.



regard to the buildings and any improvements upon the PROPERTY. The SELLER shall not be liable for any defects on the property either latent or patent and shall not be required to indicate or locate the positions of the pegs or beacons of the property.

10. **GUARANTEES/CASH DEPOSIT:**

Within 7 (SEVEN) days having been requested to do so, the PURCHASER shall either deposit the full purchase price with the transferring attorneys to be held in trust on his behalf or shall provide guarantees for payment to the transferring attorneys for the said sum to the satisfaction of the SELLER.

11. **CANCELLATION CLAUSE:**

If the PURCHASER commits a breach of any term or condition of this Deed of Sale the SELLER shall give the PURCHASER 7 days- notice in writing, hand delivered to his *domicilium* address or dispatched by prepaid registered mail to the address as chosen on page one hereof to rectify such breach within 7 days from date of such notice. Should the PURCHASER fail to rectify such breach within the stipulated 7 days, the SELLER shall have the right to Either:

- (a) Cancel this Sale by registered letter to the PURCHASER, whereupon the PURCHASER shall forfeit any and all amounts paid to the SELLER in terms of this Agreement, without prejudice to any of the other rights and remedies of the SELLER and the right to claim damages. These amounts will be paid to the SELLER as “roukoop”.

OR

- (b) Claim immediate payment of the Purchase Price and fulfilment of all terms and conditions of this Deed of Sale.

Notwithstanding any express or implied provisions of this Deed of Sale, any latitude or extension of time which may be allowed by the SELLER to the PURCHASER in respect of any payment provided herein, or any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time to require strict and punctual compliance with each and every provision or term thereof.

13. **DOMICILIA:**

For all purposes under this contract the SELLER and the PURCHASER respectively choose domicilium citandi et executandi at the address mentioned above, unless all parties hereto are advised in writing of a change of address.

14. **VARIATION:**

The PURCHASER hereby acknowledges that there are no undertakings or agreements with the SELLER, that no warranties have been given by or on behalf of the SELLER and that no representations have been made by or on behalf of the SELLER, either in writing or verbally, except as contained in the Agreement of Sale, that the terms of this Agreement constitute the whole Agreement between the SELLER and the PURCHASER and that no variation, alteration, modification or suspension of any of the terms of this Agreement of Sale shall be of any force or effect unless committed to writing and signed by the SELLER and the PURCHASER.

15. **SPECIAL CONDITIONS:**

such loan not being obtained by the purchaser within 21 (twenty-one) days from date hereof, this agreement shall not be binding on the parties and it will become null and void. The purchaser undertakes to apply for such loan forthwith.

THUS DONE AND SIGNED AT Windhoek THIS 13<sup>th</sup> DAY OF January 2020 in the presence of the undersigned witnesses.

AS WITNESSES:

1. S. Swartbooi

2. Edna Jantjies

Sam Van Wyk  
SELLER

THUS DONE AND SIGNED AT Windhoek THIS 31<sup>st</sup> DAY OF December 2019 in the presence of the undersigned witnesses.

AS WITNESSES:

1. ████████████████████

Twiggy Honduras  
PURCHASER

2. Bert Georg