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UNJUSTIFIED ENRICHMENT AND ESTOPPEL (PRIVATE LAW 304)
ONGEREGVERDIGDE VERRYKING EN ESTOPPEL (PRIVAATREG 304)

Duration 2 Hours
Tydsduur 2 Uur

100 Marks
100 Punte

EXAMINERS / EKSAMINATORE
FIRST / EERSTE PROF L STEYNBERG
SECOND / TWEEDE PROF C-J PRETORIUS

This paper consists of 40 pages **plus instructions for the completion of a mark-reading sheet**
Hierdie vraestel bestaan uit 40 bladsye **plus instruksies vir die voltooiing van 'n merkleesblad**

STUDENT NUMBER **STUDENTENOMMER**				-				-	

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INSTRUCTIONS

1 **This paper consists of Section A Multiple-choice questions (to be answered on the mark-reading sheet) and Section B Fill-in questions (to be answered on the fill-in question paper)** You will not receive an examination book
2 You must hand in the complete examination paper plus the mark-reading sheet
3 The unique number to be filled-in on the mark-reading sheet is **457762**
4 Answer all the questions in the designated spaces only Answers outside such spaces will not be read
5 **Do not write in the margins** - this space is reserved for the examiners
6 **Do your rough work on page 2** This page will not be read by the examiners
7 The English version of each question is followed by the Afrikaans version
8 This paper counts **100 marks** Divide your time accordingly
9 Plan each answer carefully before you write it down and refer to the relevant authority whenever possible

INSTRUKSIES

1 **Hierdie vraestel bestaan uit Afdeling A Multikeusevrae (wat op die merkleesblad beantwoord word) en Afdeling B Invulvrae (wat op die invulvraestel beantwoord word)** U ontvang geen eksamenboek nie
2 U moet die hele vraestel inlewer, asook die merkleesblad
3 Die unieke nommer wat op die merkleesblad ingevul moet word, is **457762**
4 Beantwoord al die vrae net in die ruimtes daarvoor aangedui Antwoorde buite sodanige ruimtes sal nie gelees word nie
5 **Moenie in die kantlyne skryf nie** - die ruimte is vir gebruik deur die eksaminatore
6 **Doen u rofwerk op bladsy 2** Die bladsy sal nie deur die eksaminatore gelees word nie
7 Die Afrikaanse weergawe van elke vraag volg na die Engelse weergawe
8 Die vraestel tel **100 punte** Deel u tyd daarvolgens in

ROUGH WORK / **ROFWERK**

Do all your rough work on this page This page will not be read by the examiners

Doen al u rofwerk op hierdie bladsy. Hierdie bladsy sal nie deur die eksaminatore gelees word nie.

SECTION A / **AFDELING A**

DIE AFRIKAANSE VRAE VOLG NA DIE ENGELSE VRAE.

Section A

Question 1

Indicate which one of the following statements most correctly describes the existence of a general enrichment action in South African law

1 In *Nortjé v Pool* 1966 (3) SA 96 (A) the Appellate Division recognised the existence of a general enrichment action in South African law
2 In *Nortjé v Pool* 1966 (3) SA 96 (A) the Appellate Division rejected the existence of a general enrichment action in South African law
3 In *Willis Faber Enthoven (Pty) Ltd v Receiver of Revenue* 1992 (4) SA 202 (A) the Appellate Division recognised the existence of a general enrichment action in South African law
4 In *Willis Faber Enthoven (Pty) Ltd v Receiver of Revenue* 1992 (4) SA 202 (A) the Appellate Division rejected the existence of a general enrichment action in South African law
5 Although the Appellate Division rejected the existence of a general enrichment action in South African law in *Nortjé v Pool* 1966 (3) SA 96 (A), the existence of such an action has since been recognised in the case law

(2)

Question 2

Which one of the following statements cannot be regarded as a general requirement for enrichment liability?

1 The plaintiff must have been impoverished
2 The enrichment must have taken place without a justifiable cause
3 The enrichment must have taken place unlawfully
4 The defendant must have been enriched
5 The plaintiff is only entitled to the lesser of his impoverishment and the enrichment of the defendant

(2)

Question 3

S has concluded a contract with P for the sale of his horse, Big Boy, at a price of R 50,000 P immediately paid the purchase price to S Unknown to both parties at the time of the conclusion of the contract, Big Boy had died the day before the conclusion of the contract when he was kicked by another horse S immediately used the purchase price to buy a new young foal for R15,000, to pay his workers weekly wages of R 8,000, to pay his overdraft of R 10,000 and to pay for a luxury weekend away of R 12,000 There remains R 5,000 of the money in his savings account with the bank This contract of sale is, however, void due to initial impossibility

Which statement best explains the basis of P's claim against S?

1 P has an enrichment claim against S for repayment of the purchase price based on the *condictio ob turpem vel iniustam causam*
2 P has an enrichment claim against S for repayment of the purchase price based on the *condictio causa data causa non secuta*
3 P has an enrichment claim against S for repayment of the purchase price based on the *condictio sine causa specialis*
4 P has an enrichment claim against S for repayment of the purchase price based on the *condictio indebiti*
5 P has an enrichment claim against S for repayment of the purchase price based on the *actio negotiorum gestorum utilis*

(2)

Question 4

Assume the same facts as in Question 3 Indicate which statement best explains the quantum of P's enrichment claim:

1 P has an enrichment claim for the full R 50,000 deposit paid
2 P has an enrichment claim **only** for the R 5,000 left in the savings account, the R 15,000 paid for the foal and the weekly wages paid of R 8,000
3 P has an enrichment claim **only** for the R 5,000 left in S's savings account
4 P has an enrichment claim **only** for the R 5,000 left in the savings account and the R 15,000 paid for the foal
5 P has an enrichment claim **only** for the R 5,000 left in the savings account, the R 15,000 paid for the foal, the weekly wages paid of R 8,000 and the R 10,000 paid on the overdraft

(2)

Question 5

Indicate which one of the following is not a correct statement in respect of the *condictio ob turpem vel iniustam causam*:

1 A party who acted with knowledge of the unlawfulness of the contract, can never have an enrichment claim against the other party
2 Performance by the plaintiff must have taken place as a result of an unlawful agreement
3 The plaintiff must offer to return any performance received when lodging this enrichment action
4 The court has an equitable discretion to "do justice between man and man" when dealing with claims based on this enrichment action
5 1 and 4 are both wrong

(2)

Question 6

L is renting a farm from O for an amount of R 10,000 per month Without notifying O, L concludes a contract with R to build a new storeroom at a cost of R 100,000 and to make repairs to the roof of the house on the farm at a cost of R 15,000 because the roof is leaking and causing damage to the interior of the house

Indicate which statement best explains L's presence on O's land:

1 L is a lawful occupier of the farm
2 L is a *bona fide* occupier of the farm
3 L is a *bona fide possessor* of the farm
4 L is a *mala fide* occupier of the farm because he did not have the permission of O to effect the improvements and repairs
5 1 and 3 are both correct

(2)

Question 7

Assume the same facts as in Question 6 Indicate which statement best explains L's possible claim

1 L as lawful occupier has an enrichment action against O for the value of all of the improvements effected to the farm
2 L as *bona fide* occupier has an enrichment action against O to the extent that the improvements increased the value of the farm
3 L as lawful occupier has an enrichment action against O for only the value of the necessary improvements effected to the farm, i e the repairs to the roof
4 L as lessee of rural land, has no claim against O in terms of the Roman-Dutch Placaaten that still applies in South African law
5 L as lessee of rural land, has a claim against O in terms of the Roman-Dutch Placaaten that still applies in South African law

(2)

Question 8

Assume the same facts as in Question 6 Assume further that L has absconded after the improvements were effected and cannot be found as he has apparently emigrated

Indicate which statement best explains the case law on whether R will have a claim against O under these circumstances:

1 In *Buzzard Electrical v 158 Jan Smuts Avenue Investments* 1996 (4) SA 19 (A) it was held that under these circumstances R has a claim against O for the value of the improvements made to the farm
2 In *Buzzard Electrical v 158 Jan Smuts Avenue Investments* 1996 (4) SA 19 (A) the question on whether R has a claim against O for the value of the improvements made to the farm under these circumstances, was left undecided
3 In *Gouws v Jester Pools (Pty) Ltd* 1968 (3) SA 563 (T) it was held that under these circumstances R has a claim against O for the value of the improvements made to the farm
4 In *Gouws v Jester Pools (Pty) Ltd* 1968 (3) SA 563 (T) it was held that under these circumstances R has **no** claim against O for the value of the improvements made to the farm
5 2 and 4 are both correct

(2)

Question 9

B has bought an operating business from S for R 1 5 million After B had taken over the running of the business, X, a major supplier to the business, refuses to supply B with any product until S has settled a debt owed to X for goods delivered in an amount of R 50,000 B pays S's debt with X because he cannot operate the business without the product supplied by X S refuses to repay the amount to B

Indicate which statement best explains which enrichment action, if any, is available to B against X:

1 B has no claim against X in terms of any enrichment action
2 B has a claim against X based on the *condictio indebiti*
3 B has a claim against X based on the *condictio sine causa specialis*
4 B has a claim against X based on the *actio negiotiorum gestorum utilis* (extended management of affairs action)
5 B has a claim against X based on the *actio negiotiorum gestorum contraria* (true management of affairs action)

(2)

Question 10

Assume the same facts as in question 9. Indicate which statement best explains which enrichment action, if any, is available to B against S.

1 B has a claim against S based on the *condictio indebiti*
2 B has a claim against S based on the *condictio sine causa specialis*
3 B has a claim against S based on the *actio negiotiorum gestorum utilis* (extended management of affairs action)
4 B has a claim against S based on the *actio negiotiorum gestorum contraria* (true management of affairs action)
5 B has no claim against S because he is not entitled to meddle in the affairs of S without the permission of S

(2)

Question 11

Assume the same facts as in Question 9 Further assume that the reason why S refused to pay X was because the goods delivered were defective S had a valid claim for the reduction of the purchase price of those goods in an amount of R 13,000

Indicate which statement best explains the quantum of B's claim, if any·

1 B has a claim against S for the full amount of R 50,000
2 B has a claim against S for only R 37,000
3 B has a claim against X for the full amount of R 50,000
4 B has no claim against S because he is not entitled to meddle in the affairs of S without the permission of S
5 3 and 4 are both correct

(2)

Question 12

E is an employee of M E is paid a monthly salary of R 20,000 On 15 June 2008 M summarily dismissed E because of theft of company assets The dismissal was lawful in terms of the employment contract and employment law

Indicate which statement best explains the possible claim that E might have against his employer.

1 E has no claim for any part of his salary
2 E has a contractual claim for the full amount of his salary for June 2008
3 E has a *pro rata* claim for half of his salary of June 2008 based on the principle of unjustified enrichment
4 E has a contractual claim for a *pro rata* part of his salary for June 2008
5 E has a claim for the full amount of his salary based on the principle of unjustified enrichment

(2)

Question 13

A has paid B an amount of R 40,000 by cheque Before B could present the cheque to his bank, A countermanded the cheque because B had delivered defective goods to him X, a clerk at A's bank failed to notice the countermand notice and payment of the amount was made to B

Indicate which statement best explains the nature of the possible claims by A or the bank:

1 B has been enriched at the expense of the bank, because the bank had no mandate to make a payment from A's account
2 B has been enriched at the expense of A, from whose account the payment was made
3 A has an enrichment claim against B for the full amount of R 40,000
4 A has an enrichment claim against B for a reduced amount
5 2 and 4 are both correct

(2)

Question 14

A's car is stolen At an auction where A is present he recognises his car which has been put up for sale, but he remains silent B buys the car for R 50,000 A now claims the car from B with the *actio rei vindicatio*

Choose the statement that best explains whether estoppel will succeed in these circumstances:

1 B has no defence against A's claim as A is the rightful owner of the car
2 A's silence at the auction can be viewed as a misrepresentation which should be sufficient for purposes of relying on estoppel as a defence
3 Silence or an omission can never be sufficient to constitute a misrepresentation when relying on estoppel
4 B can resist A's claim with the defence that she was an innocent purchaser because she did not know that the vehicle was stolen
5 3 and 4 are both correct

(2)

Question 15

Indicate which statement best explains the effect of fault on the part of the estoppel assertor·

1 Where a person has acted negligently in relying on a misrepresentation, he can never rely on estoppel
2 The negligence of the person relying on estoppel is not relevant
3 The negligence of the person relying on the misrepresentation will exclude a successful reliance on estoppel, even if the misrepresentation was made intentionally
4 Where a person has made an intentional misrepresentation, the negligence of the person relying on the misrepresentation will not exclude a successful reliance on estoppel
5 1 and 3 are both correct

(2)

Question 16

A sells merchandise to customers on the basis of standard terms and conditions A's agent, in order to make a sale, makes a misrepresentation to B about the standard terms and conditions B, relying on the misrepresentation, enters into an agreement with A A now seeks to enforce the standard terms and conditions on B B wants to raise estoppel as a defence against the enforcement of these terms

Indicate which statement best explains whether and when the conduct of an agent can bind the principal for the purposes of estoppel.

1 B cannot rely on estoppel because A did not make the misrepresentation to B
2 A person is not responsible for the misrepresentation made by an agent acting on his authority
3 A is responsible for any misrepresentation made by his agent acting on his authority for purposes of estoppel
4 A is only responsible for the misrepresentations made by his agent, if he instructed the agent to make the misrepresentation
5 2 and 4 are both correct

(2)

Question 17

Assume the same facts as in Question 15. Indicate which statement best explains the prejudice requirement in these circumstances

1 B will not be entitled to rely on estoppel unless he can prove that he has acted to his detriment
2 B will not be entitled to rely on estoppel unless he can prove that he has suffered patrimonial damage
3 The mere conclusion of the contract on different terms by B constitutes a detriment that is sufficient for purposes of estoppel
4 The conclusion of the contract on different terms by B can only constitute detriment for purposes of estoppel if it is likely to lead to patrimonial damage
5 1 and 3 are both correct

(2)

The following set of facts is relevant for questions 18-22

A has sold his car to B for R 50,000 The contract stipulates that ownership will only pass to B after the last instalment has been paid A has given a letter to B stating the following "Herewith I, A, confirm that I have sold my car, 1995 Ford Fiesta, FFF888GP to B" After a period of six months and payment of R 12,000 B wants to sell the car to C and shows C the letter from A C who is very cautious, first phones A who again confirms the sale to B C buys the car from B for R 40,000 Thereafter B fails to make any further payments to A A now claims back his car from C with the *actio rei vindicatio*

Question 18

Which statement provides the most correct explanation of the current legal position with regards to the possible misrepresentation made in these circumstances?

1 A has committed a misrepresentation to C by giving the misleading letter to B while he should have realised that B could abuse the letter according to the decision in *Grosvenor Motors (Potchefstroom) Ltd v Douglas* 1956 3 SA 420 (A)
2 A has committed a misrepresentation to C by giving the letter to B and failing to inform C at the time when C phoned him, that the car had not yet been paid in full
3 A misrepresentation cannot be made by silence
4 A misrepresentation cannot be made by conduct
5 3 and 4 are both correct

(2)

Question 19

Indicate which statement most correctly states the current legal position in regard to the fault requirement of estoppel.

1 The person relying on estoppel must at least allege and prove negligence in cases where a loss of ownership is involved
2 The person relying on estoppel must at least allege and prove intent in cases where a loss of physical possession is involved
3 Fault is never required for a successful reliance on estoppel
4 Fault is always required for a successful reliance on estoppel
5 1, 2 and 4 are all correct

(2)

Question 20

Indicate which statement most correctly states the current legal position in regard to the causality requirement:

1 The misrepresentation by the person denying estoppel must have been the only cause of the detrimental conduct of the person relying on estoppel
2 In terms of the "proximate cause" test as applied by the courts, the misrepresentation by the person denying estoppel must have been the only cause of the detrimental conduct of the person relying on estoppel
3 The "proximate cause" test as applied by the courts, includes only factual causality and not legal causality
4 In terms of the "proximate cause" test as applied by the courts, it is sufficient that the misrepresentation by the person denying estoppel made a material contribution to the detrimental conduct of the person relying on estoppel
5 3 and 4 are both correct

(2)

Question 21

Decide which statement most correctly indicates whether C's reliance on estoppel will be successful:

1 C has not acted to his detriment by concluding the contract with B, because he still has a claim for breach of contract against B
2 C has not acted to his detriment because he has not suffered any patrimonial damage
3 C has acted to his detriment because he has concluded the contract with B, made payment and now possibly stands to lose the car
4 C cannot rely on estoppel at all in cases where ownership is at stake
5 1 and 4 are both correct

(2)

Question 22

Indicate which statement most correctly reflects the position in regard to use of estoppel in cases of conclusion of contracts

1 In accordance with the case law estoppel cannot be utilised to keep a party bound to the misrepresentation he has made in respect of his intention to contract
2 It is undesirable to use estoppel in cases of mistake to bring a contract into existence because it creates a fiction or an appearance which only applies between the parties
3 In *Sonap Petroleum (SA) Pty Ltd v Papadogianus* 1992 3 SA 234 (A) the court accepted that it may sometimes be necessary to use estoppel in the case of mistake
4 Estoppel has never been used in South African law to keep an apparent contract in tact
5 1 and 4 are correct

(2)

Question 23

The city council of Cape Town has a statutory duty to collect property rates and taxes at certain rates During the past two years the city council has only collected half of the correct amount of taxes from XYZ (Pty) Ltd The city council has now discovered the mistake and claims immediate payment of an amount of R 500,000 from XYZ XYZ has raised a defence of estoppel against the claim They maintain that they have paid more dividends to their shareholders in the past two years than they would have done if the city council had claimed the correct amount of rates and taxes

Indicate which statement most correctly reflects the position in regard to XYZ's reliance on estoppel.

1 XYZ will not be successful with its reliance on estoppel because estoppel is not allowed by law in instances where the city council must carry out a statutory duty
2 XYZ will not be successful with its reliance on estoppel because XYZ did not act to its detriment
3 XYZ will not be successful with its reliance on estoppel because the city council did not make a misrepresentation
4 XYZ will probably be successful with its reliance on estoppel
5 1 and 3 are both correct

(2)

Question 24

Indicate which one of the following is NOT a requirement for a valid reliance on estoppel:

1 There must have been a material misrepresentation
2 The misrepresentation must have caused detrimental conduct by the person relying on the estoppel
3 The person denying estoppel must have made the misrepresentation intentionally to mislead the person relying on the estoppel
4 The misrepresentation must have been unlawful
5 Both 3 and 4 are not requirements

(2)

Question 25

Indicate which of the following statements regarding the basis of estoppel is wrong

1 Estoppel was introduced into South African law 'on the passport' of the *exceptio doli*
2 There are theoretical objections to regarding the *exceptio doli* as the basis of estoppel in South African law
3 There are theoretical objections to regarding the maxim *nemo contra suum factum venire debet* as the basis for estoppel in South African law
4 Estoppel is a legal remedy *sui generis*, that is in its own right which does not correspond with a delictual action
5 Estoppel is a form of delictual conduct

(2)

TOTAL SECTION A : [50]

Section B follows after Afrikaans Multiple Choice Questions

Section B/ Afdeling B

Question 1 / Vraag 1

1 1 A has bought goods from B at a price of R 100,000 The goods have been delivered and A has made a direct payment into B's account by electronic funds transfer B who is unaware of the payment sends an invoice for the goods to A A clerk in A's employment receives the invoice and again makes payment of the R 100,000 to B A now wants to claim the R 100,000 from B Advise A on whether he has any claim, the nature and requirements of the claim and any defences that B may have against the claim

(10)

1.1 A het produkte van B gekoop teen 'n prys van R 100,000 Die goedere is gelewer en A het 'n regstreekse betaling aan B gedoen by wyse van 'n elektroniese fondsoordrag na B se bankrekening. B wat onbewus is van die betaling, stuur 'n faktuur vir die goedere aan A. 'n Klerk in A se diens ontvang die faktuur en maak weer 'n betaling van R 100,000 aan B A wil nou die R 100,000 van B af terugeis. Adviseer A of hy enige eise teen B het, die aard en vereistes van so 'n eis en enige verwere wat B sou kon opper teen so 'n eis (10)

1 2 Write brief notes on the circumstances where the enrichment of the defendant will not be reduced even though his enrichment has been extinguished (5)

1.2 Skryf bondige notas oor die omstandighede waaronder die omvang van die verryking van die verweerder nie verminder sal word nie, ten spyte van die feit dat die verryking weggeval het. (5)

[15]

[TURN OVER]
[BLAAI OM]

Question 2 / Vraag 2

R is leasing a business property from P, the owner of a shopping centre at R 12,000 per month In order to establish her retail fashion business R has spent the following amounts R 10,000 cleaning and on painting the premises because the previous occupant had left it in a very dirty state, R 25,000 on shop-fittings such as counters, railings and dressing rooms, R 6,000 on signage fitted to the outside of the shop and painted on the windows, R 13,000 on display mannequins, R 200,000 on stock After R had been occupying the premises for three months, it now turns out that the rental agreement is void due to the fact that the required formalities for the contract have not been complied with P refuses to formalise the agreement with R and has now applied for an ejection order against R R has not paid the last month's rent and refuses to vacate the property It is now known to R that P wants to lease the shop to his wife who will also run a fashion shop from the premises as R had been very successful in establishing the business Advise R on any defences that she may have against the application for the ejection order as well as any claims she might have against R

(10)

R huur 'n besigheidsperseel van P, die eienaar van 'n inkopiesentrum, teen R12,000 per maand. R het die volgende uitgawes aangegaan om haar kleinhandel modebesigheid tot stand te bring· R10,000 om die perseel te verf en op te knap omdat die vorige huurder dit in 'n baie vuil toestand agtergelaat het; R25,000 aan winkelinrigting soos toonbanke, relings en aantrekkamers, R6,000 aan naamborde wat buite op die winkel aangebring is en op die vensters geverf is; R13,000 aan winkelpoppe; R200,000 aan voorraad. Nadat R die perseel reeds drie maande lank geokkupeer het, kom dit aan die lig dat die huurooreenkoms nietig is omdat daar nie aan die nodige formaliteite voldoen is nie. P weier nou om die ooreenkoms met R te formaliseer en het aansoek gedoen vir 'n uitsettingsbevel teen R R het nie die laaste maand se huurgeld betaal nie en weier om die perseel te verlaat. R is bewus daarvan dat P die winkel aan sy vrou wil verhuur wat ook 'n modewinkel daar wil bedryf aangesien R 'n baie suksesvolle besigheid opgebou het Adviseer R oor enige moontlike verwere wat sy mag hê teen die aansoek vir die uitsettingsbevel asook enige eise wat sy mag hê teen R.

(10)

[10]

Question 3 / Vraag 3

Write a critical discussion on the proximate cause test used by the courts to determine causality (10)

Skryf 'n kritiese bespreking oor die "proximate cause" toets wat deur die howe aangewend word om kousaliteit te bepaal. (10)

[10]

Question 4 / Vraag 4

4 1 Discuss the question whether a person can rely on estoppel against the claim of an owner who has entrusted the physical possession of his property to a third party who fraudulently sells the property without being entitled to do so (10)

4.1 Bespreek die vraag of 'n persoon hom op estoppel kan beroep as verweer teen die eis van 'n eienaar wat die fisiese besit van sy eiendom aan 'n derde party toevertrou het, en war daardie derde die goedere op bedrieglike wyse verkoop het, terwyl hy nie geregtig was om dit te doen nie. (10)

[10]

4 2 Write brief notes on the rule that estoppel cannot be used in cases where the status or legal capacity of a person is at stake Provide your own example to explain the rule (5)

4 2 Skryf bondige notas oor die reel dat estoppel nie gebruik kan word in gevalle waar regsbevoegdheid of status ter sprake is nie. Verskaf u eie voorbeeld om die reel te verduidelik. (5)

[15]

TOTAL SECTION B/ TOTAAL AFDELING B : [50]

TOTAL PAPER/ TOTAAL VRAESTEL : [100]

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EXAMINATION MARK READING SHEET EKSAMEN-MERKLEESBLAD

PART 1 (GENERAL/ALGEMEEN) DEEL 1

STUDY UNIT e g PSY100-X
STUDIE EENHEID bv PSY100 X

1

PAPER NUMBER
VRAESTELNOMMER

2

INITIALS AND SURNAME
VOORLETTERS EN VAN

3

DATE OF EXAMINATION
DATUM VAN EKSAMEN

4

EXAMINATION CENTRE (E G PRETORIA)
EKSAMENSENTRUM (BV PRETORIA)

5

STUDENT NUMBER
STUDENTENOMMER

6

7

UNIQUE PAPER NO
UNIEKE VRAESTEL NR

8

9

For use by examination invigilator

Vir gebruik deur eksamenopsiener

IMPORTANT

1 USE ONLY AN HB PENCIL TO COMPLETE THIS SHEET
2 MARK LIKE THIS
3 CHECK THAT YOUR INITIALS AND SURNAME HAS BEEN FILLED IN CORRECTLY
4 ENTER YOUR STUDENT NUMBER FROM LEFT TO RIGHT
5 CHECK THAT YOUR STUDENT NUMBER HAS BEEN FILLED IN CORRECTLY
6 CHECK THAT THE UNIQUE NUMBER HAS BEEN FILLED IN CORRECTLY
7 CHECK THAT ONLY ONE ANSWER PER QUESTION HAS BEEN MARKED
8 DO NOT FOLD

BELANGRIK

1 GEBRUIK SLEGS N HB POTLOOD OM HIERDIE BLAD TE VOLTOOI
2 MERK AS VOLG
3 KONTROLEER DAT U VOORLETTERS EN VAN REG INGEVUL IS
4 VUL U STUDENTENOMMER VAN LINKS NA REGS IN
5 KONTROLEER DAT U DIE KORREKTE STUDENTENOMMER VERSTREK HET
6 KONTROLEER DAT DIE UNIEKE NOMMER REG INGEVUL IS
7 MAAK SEKER DAT NET EEN ALTERNATIEF PER VRAAG GEMERK IS
8 MOENIE VOU NIE

PART 2 (ANSWERS/ANTWOORDE) DEEL 2

10

1	36	71	106	141	176	211	246	281	316
2	37	72	107	142	177	212	247	282	317
3	38	73	108	143	178	213	248	283	318
4	39	74	109	144	179	214	249	284	319
5	40	75	110	145	180	215	250	285	320
6	41	76	111	146	181	216	251	286	321
7	42	77	112	147	182	217	252	287	322
8	43	78	113	148	183	218	253	288	323
9	44	79	114	149	184	219	254	289	324
10	45	80	115	150	185	220	255	290	325
11	46	81	116	151	186	221	256	291	326
12	47	82	117	152	187	222	257	292	327
13	48	83	118	153	188	223	258	293	328
14	49	84	119	154	189	224	259	294	329
15	50	85	120	155	190	225	260	295	330
16	51	86	121	156	191	226	261	296	331
17	52	87	122	157	192	227	262	297	332
18	53	88	123	158	193	228	263	298	333
19	54	89	124	159	194	229	264	299	334
20		90	125	160	195	230	265	300	335
21	56	91	126	161	196	231	266	301	336
22	57	92	127	162	197	232	267	302	337
23	58	93	128	163	198	233	268	303	338
24	59	94	129	164	199	234	269	304	339
25	60	95	130	165	200	235	270	305	340
26	61	96	131	166	201	236	271	306	341
27	62	97	132	167	202	237	272	307	342
28	63	98	133	168	203	238	273	308	343
29	64	99	134	169	204	239	274	309	344
30	65	100	135	170	205	240	275	310	345
31	66	101	136	171	206	241	276	311	346
32	67	102	137	172	207	242	277	312	347
33	68	103	138	173	208	243	278	313	348
34	69	104	139	174	209	244	279	314	349
35	70	105	140	175	210	245	280	315	350

Specimen only

MARK READING SHEET INSTRUCTIONS

Your mark reading sheet is marked by computer and should therefore be filled in thoroughly and correctly

USE ONLY AN HB PENCIL TO COMPLETE YOUR MARK READING SHEET

PLEASE DO NOT FOLD OR DAMAGE YOUR MARK READING SHEET

Consult the illustration of a mark reading sheet on the reverse of this page and follow the instructions step by step when working on your sheet

Instruction numbers ❶ to ❿ refer to spaces on your mark reading sheet which you should fill in as follows

❶ Write your paper code in these eight squares for instance

P	S	Y	1	0	0	-	X

❷ The paper number pertains only to first-level courses consisting of two papers

WRITE | 0 | 1 | for the first paper and | 0 | 2 | for the second If only one paper, then leave blank

❸ Fill in your initials and surname

❹ Fill in the date of the examination

❺ Fill in the name of the examination centre

❻ WRITE the digits of your student number HORIZONTALLY (from left to right) Begin by filling in the first digit of your student number in the first square on the left, then fill in the other digits, each one in a separate square

❼ In each vertical column mark the digit that corresponds to the digit in your student number as follows [-]

❽ WRITE your unique paper number HORIZONTALLY

NB Your unique paper number appears at the top of your examination paper and consists only of digits (e g 403326)

❾ In each vertical column mark the digit that corresponds to the digit number in your unique paper number as follows [-]

❿ Question numbers 1 to 140 indicate corresponding question numbers in your examination paper The five spaces with digits 1 to 5 next to each question number indicate an alternative answer to each question The spaces of which the number correspond to the answer you have chosen for each question and should be marked as follows [-]

♦ For official use by the invigilator Do not fill in any information here