



This Issue's Word:

caveat: *n* - Derived from a Latin word literally meaning "let him beware", in deeds office terms, a caveat is a note made by the deeds office against a property, to remind the deeds office and other interested parties about doing or checking something before allowing transfer/ dealings with the property.

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More SQMs for IgQwetha!

Many of our students may have noticed over the past few months that our training premises have been undergoing renovations. Towards the second part of 2007, we recognized a need for an additional training facility as our classes were becoming over-subscribed. It was for this reason that we undertook to expand our office floor area to accommodate an extra room. In the process,

we snatched the opportunity to revamp our reception area. Reception is now closer to our entrance, making it easier for Nailah to 'beat you to the buzzer'!

The new lecture room is more or less the same size as our first lecture room and can comfortably accommodate 18 seated students. Although we intend to utilize this room mainly for theory

lecturing purposes, it will also be utilized as ITA's boardroom in between classes. In addition, the new space will be utilized to accommodate our ever expanding legal library.

With only a few finishing touches to go, the extra "SQMs" have already come in handy by accommodating additional small groups of students.

Inside this Issue

More SQMs for IgQwetha!	1
Arrivederci, Lorenzo (Farewell!)	1,2
I "ITA'd" It!!	2
Ig Crossword	3
Estate Agent Training Update	2
Uncommon Property – Unusual property transfer scenarios	3
Legal Eyes – Condition v Provision	4
Congrats to our Grads!	5
Snippets	6
About ITA	6

"Arrivederci", Lorenzo! (Farewell!)



One of our most loyal and dependable lecturers, Lorenzo Bruttomesso has accepted a prestigious position at a commercial law firm in the Middle East. It is with sadness that we say goodbye to Lorenzo

as he has truly been a great asset to ITA, having contributed much of his precious time in selflessly offering his superb level of expertise to our students.

Lorenzo's parents emigrated from Italy in the 1960s and although Lorenzo was born in South Africa, he was brought up in true Italian fashion. Lorenzo has been practicing in property in commercial law for the past 15 years. He was working with our

Lizelle Kilbourn in Johannesburg when Lizelle proposed his involvement with ITA on a part-time basis.

We asked Lorenzo what he loved most about teaching at ITA. LORENZO: "My attempts at getting the students as passionate about conveyancing as I was." Lorenzo's 'must do' words of advice for aspiring conveyancers: "Attention to detail and forging personal (*Cont' on page 2...*)

**ESTATE AGENT
TRAINING UPDATE:**

The new regulations concerning the training of Estate Agents became effective on 15 July 2008. The final regulations are almost identical to the Jan 08 draft regulations. These regulations bring out a new dispensation in training and education standards of estate agents. Existing and new estate agents will be required to comply with the new qualification standards in order to register/work as estate agents in South Africa. For more information on the training/exam requirements for new, non-principal, and principal estate agents please write to Maryna Botha on: marynab@stbb.co.za

"This was a great achievement considering that Khanime did not have the luxury of having prior knowledge / experience in a property-related or legal work environment."

"Arrivederci", Lorenzo! (Farewell!) (Cont'...)

relationships with (your clients." Lorenzo's words of encouragement for ITA students: "Don't be afraid to ask questions as the person next to you probably has the

same query." In closing, Lorenzo added, "Thanks, Lizelle & Maryna, for the opportunity of teaching and giving back."

Lorenzo taught at ITA on a regular basis for the

past 3 years. Lorenzo, we wish you abundance and blessings in your new journey! So, as they say in Italy, "Arrivederci!" (Farewell!) Lorenzo!

I "ITA'd" it!! – [About our Graduates]

In this issue we have chosen to introduce you to ITA graduate, Khanime Zondi. Khanime graduated from our Level 1 & Level 2 Conveyancing course in December 2005.

Khanime was in his final year of studying for a National Diploma in Office Management & Technology when his studies covered certain legal / conveyancing aspects. Khanime's interest in conveyancing was tweaked when he learned about this legal field's unique attributes and when he learned that not many males pursued a paralegal career in conveyancing. His lecturer at the time referred him to the ITA website. Khanime jumped at the opportunity of signing up for ITA's conveyancing course. ITA: *What did you find was the most challenging part about the course?* KHANIME: "Juggling between studying for my ND and for the ITA course." ITA: *What was the*

most rewarding part of the course? KHANIME:

"Graduation. I passed with distinction." This was a great achievement considering that Khanime did not have the luxury of having prior knowledge / experience in a property-related or legal work environment.

Shortly after Khanime graduated from the ITA course, he obtained a position at Legal Brief, a website company offering people access to legal information. As a result of his ITA diploma, Khanime then moved on to work at Shireen Ahmed Kagee Attorneys as a paralegal in their bond department. In May 2008, with substantial experience now behind him, Khanime was able to secure a job at Nedbank. ITA: *Tell us a bit more about your new roll at Nedbank.* KHANIME: I attend to "registration of new bonds, FICA compliance, instructing / monitoring attorneys,

and all other admin" relating to "registration & cancellation of bonds".

ITA: *Did you find the ITA course helped you?*

KHANIME: "Yes, ITA clarified the why, how & when part of conveyancing. It bridges the gap between the experienced and inexperienced individuals." ITA: *What are your plans for the future?* KHANIME: "By next year I will be ready to register for my LLB." Khanime's long-term goal is to become an attorney specializing in conveyancing.



NEWSLETTER



UNCOMMON PROPERTY – Unusual Property Transfer Scenarios

An anonymous paralegal had been working for a large prestigious law firm for about 5 months when she received a new transfer instruction from an estate agent. The paralegal perused the agreement and checked for any handwritten clauses / deletions / amendments, but as she did not find any, she continued with the standard conveyancing procedures. After she had submitted her transfer duty application to SARS with the required payment, she received a query back from SARS stating that not enough transfer duty was paid. At this late stage, the paralegal realized that the typed word "seller" was substituted in the commission clause

(in the Offer to Purchase) by the typed word "purchaser" (ie the purchaser, and NOT the seller was liable for payment of the commission). What this meant is that the commission amount still had to be added to the purchase price. Now, not only did the paralegal incorrectly calculate the rate of transfer duty payable, but she also did not have the full purchase price (inclusive of the commission) secured. The paralegal was forced to correspond with the purchaser again advising the purchaser that more transfer duty and more funds to cover the commission was required. The Transfer duty forms also had to

be redrafted and resigned by the seller and purchaser.

This is a lesson to all to not only check for words in the Offer to Purchase that have been manually crossed out and substituted, but also check for words that may have been typed in place of the standard wording when receiving new transfer instructions. Also, never automatically assume that the seller is responsible for payment of the commission.

[Do you have an unusual property transfer story that we can all learn from? Email details to Nailah on: nailahj@stbb.co.za. Should we choose to publish your story, your identity will be kept anonymous.](mailto:nailahj@stbb.co.za)

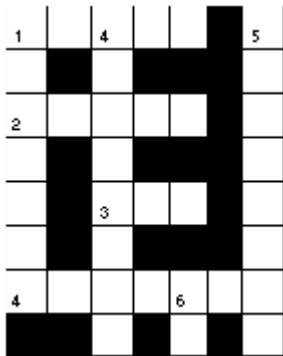
"Now, not only did the paralegal incorrectly calculate the rate of transfer duty payable, but she also did not have the full purchase price (inclusive of the commission) secured."

Iq Crossword

Complete this crossword and fax (with your contact details) to 021-4197845 for attention "Nailah". The first three correct entries received will receive a cash prize of R50.00 each!!

ACROSS

- Database of SA companies & intellectual property (Abbrv)
- Type of EUA: ____ room
- Offer to buy (Abbrv)
- Person nominated



DOWN

- To cede
- Account (not final)
- To burden
- "Number" (Abbrv) allowed in title deeds

Congratulations to the winners of Issue 1's puzzle!

ISSUE 1 WINNERS:-

Aziza Sydow (first entry received), runners up: Surasha Naidoo and Janine Siebritz.

ISSUE 1 ANSWERS:-

ACROSS: 1. unit. 2. title. 3. use. 4. erven. DOWN: 1. usufruct. 3. interest. 4. identity. 5. levy.

Thanks to all for the tremendous response and good luck with this issue's puzzle!



NEWSLETTER



LEGALEYES - Condition vs Provision

In a busy conveyancing practice, it can become challenging to take sufficient time to properly peruse your new transfer instructions. Regardless of this, we cannot stress enough how essential it is for you to have a good look at the Offer to Purchase ("OTP") in its entirety (preferably before entering into any correspondence with any of the parties).

Amongst other things, you need to know how to distinguish between a suspensive condition and just an ordinary provision of the agreement. This can become confusing especially if the estate agent who negotiated the sale added certain "loosely-worded" clauses. For example, the following clause may have been added: "It is a condition of this sale that the Seller replaces the 4 broken tiles in the kitchen prior to transfer". Would you consider this to be a suspensive condition or just a provision of the OTP? Let us first look at the difference between a suspensive condition and a provision. A suspensive condition postpones the operation of the OTP until such time as the condition is fulfilled. On the other hand, if the term is only a provision, the agreement is in force immediately and

cannot lapse due to the provision's nonfulfilment.

To know the difference between a condition and a provision, ask the following question "Is the intention that if this thing is not done, then the entire agreement falls away?"

In this example, although the agent used the word 'condition' to describe the seller's obligation, this is actually only a provision of the agreement. If the seller does not fix the tiles before transfer, then the agreement remains valid and binding; however, the seller can be forced by law to honour the particular obligation.

Common suspensive conditions typically relate to finance to be obtained by the purchaser and are included to protect a purchaser who, otherwise, would not be in the financial position to proceed with the purchase of the property (ie approval of mortgage loan finance and/or sale of purchaser's house.)

Upon receiving an OTP which includes a suspensive condition, remember to:

1. Diarise the date by when the condition must be fulfilled a FEW DAYS

BEFORE the actual due date. This will allow you to warn the agent and parties that the offer is about to lapse and will allow time to rectify the situation. If an addendum / annexure to extend / amend / waive reliance is signed AFTER the due date, it will be too late. Steps would then have to be taken to enter into a new agreement, that is if both parties still wish to proceed with the sale.

2. When receiving confirmation of fulfillment of the suspensive condition check that it complies 100% with the terms of the condition (ie bond amount, due date, legitimate bond approval [check bond approval conditions], conditions relating to sale of purchaser's house, selling price of purchaser's house & any other stipulations.) If it does not meet the criteria 100%, then you need to draw this to the attention of your conveyancer at once.

3. If you are not certain about any aspect of a condition or about whether an extension / amendment / waiver has been drafted / signed appropriately, be sure to get confirmation from your conveyancer.

Also remember when dealing with an OTP which contains a suspensive condition, it is common practice for the paralegal not to commence with the normal course of conveyancing duties until the suspensive condition has been fulfilled. The reason for this is to prevent wasted costs and to ensure operational instructions are given priority. Although this is the case for many conveyancing practices, we note that the management of some practices have their paralegals attend to some preliminary duties, taking the risk of wasted costs into consideration to ensure speedy transfer.

"To know the difference between a condition and a provision, ask the following question "Is the intention that if this thing is not done, then the entire agreement falls away?"

CONGRATS TO OUR GRADS!!

A Listing of our Graduating Classes (2007 & 2008)

Conveyancing LEVEL 1 & LEVEL 2

CLASS: 2007/07/24,
Tuesday Evening Part-time
GRADUATION DATE:
2008/05/06

- Aletta Hutchinson
- Aziza Sydow
- Carmen Fernandez
- Elhaam Daniels
- Eriza Hawkins
- Jan De Jager
- Karen Du Toit
- Lisa Magitshima
- Masibulele Arthur Gegxa
- Raymond Nelani
- Sallyann De Jager
- Sangita Jeaven
- Tarryn Fernandez
- Tasneem Ras

CLASS: 2007/05/10,
Thursday Evening Part-time
GRADUATION DATE:
2007/10/18

- Adri Steenkamp
- Aqeelah Abrahams
- Blanche Saptouw
- Liza Gordon
- Rozanne Singh
- Nuraan Francis
- Rafieka Taliep

CLASS: 2007/04/23,
Monday Evening Part-time
GRADUATION DATE:
2007/10/18

- Carolyn Johnston
- Fatima Amardien
- Glen Langenhoven
- Janene Whittington
- Jerome Williams
- Lorinda Mohamed
- Michelle Manthey
- Naadiya Chilwan
- Najjeah Abrahams
- Tammy Bithell

Conveyancing LEVEL 1 & LEVEL 2

CLASS: 2007/08/08,
Wednesday Evening Part-time
GRADUATION DATE:
2008/05/06

- Bridget Bain
- Candice Masters
- Danielle Moses
- Irizone Combrink
- Jacques Groenewald
- Kim Walklett
- Lucinda Le Roux
- Marguerite Francis
- Natasha Prince
- Nuraan Schonlo
- Patricia Gorvett
- Samantha James
- Tracey Garton
- Tracey Lewis

CLASS: 2007/03/15 (BCA),
Thursday Afternoon Part-time
GRADUATION DATE:
2007/10/18

- Aurbin Arries
- Chantel Coetzee
- Janice De Cerff-Coetzee
- Lizo Thomas
- Margo January
- Mariam Abbas
- Merle Johnson
- Monique Beukes
- Nonsikelelo Lumka
- Norma Daniels
- Riana Kok
- Sakina Louw
- Shahida Nakhwa
- Vania Maart
- Washeema Baatjies

Conveyancing LEVEL 1 and LEVEL 2

CLASS: 2007/10/08, Monday
Evening Part-time
GRADUATION DATE:
2008/05/06

- Deon Human
- Faaiza Phillips
- Jeanine Pretorius
- Juliana Gouws (Corresp student)
- Karen Fouche
- Kashiefa Bassadien
- Phindezwa Yako
- Saffiya Brennen
- Shamiela Sondag
- Sharief Coetzee
- Stacy Sassman
- Tania Samuels
- Theresa Smit

CLASS: 2007/03/07,
Weds Evening Part-time
GRADUATION DATE:
2007/09/06

- Amanda Bonney
- Anisah Hendricks
- Clequency Fuku
- Grant Pinto
- Hayley Battle
- Leani Hansen
- Margaretha Fischer
- Shireen Gafieldien
- Steve Barnard (Corresp student)
- Tammy Schippers
- Zairoon Arendse

Conveyancing LEVEL 1 and LEVEL 2

CLASS: 2007/01/30,
Tues Evening Part-time
GRADUATION DATE:
2007/09/06

- Belinda Goncalves
- Carlo Brown
- Elizabeth De Beer
- Lucille Du Preez
- Marianne Frouws
- Phumla Nkolwana
- Renè Venter
- Shirley Van Vicht
- Tazsneem Meyer
- Wafeeqah Petersen-Leach
- Deyona May

Estate Transfers

CLASS: 2008/02/21, Thursday
Evening Part-time
GRADUATION DATE:
2008/05/06

- Aletta Hutchinson
- Ayesha Abrahams
- Celeste Ohlsson
- Cindy Petersen
- Destiny Cupido
- Heidi Gilbert
- Itumeleng Madibotha
- Janice De Cerff-Coetzee
- Monique Beukes



NEWSLETTER

9NIPPETA

Happy Birthday Madiba! (18 July 2008)



Our warm wishes go out to you on your 90th birthday!

You are an inspiration to our nation, and to the world! To know your life's journey offers hope, teaches

patience and perseverance and promotes peace!

*HAPPY BIRTHDAY
MADIBA!!*

What do you think?

An opportunity to place your vote!

SHOULD REGISTRATION OF DEEDS / DOCUMENTS TAKE PLACE ELECTRONICALLY?

YES – This will reduce the amount of documents that get lost & save time & money!

NO – Jobs will be lost!

[no need for clerks & conveyancers to run to & from the deeds office]

Send your vote and / or your comments to:

ITAdmin@stbb.co.za

We at ITA value your opinion. Feel free to express yourself freely by sending us an email. Your interesting comments / feedback could be published in one of our future newsletters!

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igqwetha training academy

At ITA we are passionate about practical legal training, particularly in the field of conveyancing, which is our specialty.

Our aim is not in the first place to make money (although we need to do that too in order to remain in business). We want to make a difference in people's lives, by teaching knowledge and skills about law that has value in the market place and which will help them to find jobs that they enjoy.

A career in conveyancing (or in other legal fields) is demanding but also stimulating, and there are many opportunities for growth and advancement. We want our students to enjoy their studies, and to master the theory and practice of conveyancing.



NEWSLETTER

