

**UNIVERSITY OF FORT HARE**  
**FACULTY OF LAW**  
**(East London)**

**LAW OF PROPERTY – LPP 313E**

**DEGREE EXAMINATIONS**

**MAY/JUNE 2023**

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**Time: 3 hours**  
**Subject: LAW OF PROPERTY**  
**Marks: 100**

**This paper consists of 3 pages including the cover page**

**Internal Examiners**

**Dr SS Bidie**  
**Dr T Shumba**

**INSTRUCTIONS**

**Answer ALL questions**

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### QUESTION ONE

With reference to law of property:

1. Explain fully the distinction existing between usufruct and praedial servitudes. **[25]**

### QUESTION TWO

Sally buys a dress from Lulu's Boutique. The dress is too long, and Sally wants Lulu to make alterations to it before she takes it home. Sally pays for the dress immediately after trying it on. She makes the purchase with her husband's credit card, which he allows her to use for personal expenses such as clothing. Sally leaves the dress with Lulu on the understanding that she will return in two days' time to collect it.

With reference to the principles of the law of property:

1. Explain fully who the owner of the dress is while Lulu is making alterations to it.
2. Further, explain in which category of the law of property the form of contractual relationship falls and how it is created. **[10]**
3. Explain in detail what factors does one need to consider in order to determine whether ownership has been transferred between Lulu and Sally. **[15]**

### QUESTION THREE

X and his wife Y, to whom he is married in community of property, live in a new house on the farm "Waterdale". X and Y are co-owners of the farm and their car, but their farm implements have been purchased in terms of a credit transaction from K, the cooperative. K, the cooperative, have reserved ownership of the farm implements. X and Y's son, S farms on a nearby farm "Blesbok". S is the owner of the farm but leases 100 morgen from his parents (X and Y) for grazing purposes. X's parents-in-law, Q and R, live on the adjacent farm "Springs". Q and R are married out of community of property but jointly purchased the farm before they were married.

1. Fully explain what the correct types of things the above scenario deals with and how they are related to each other and give examples of each thing and its relation to the other. **[10]**
2. Briefly distinguish between:
  - a. negotiable and non-negotiable things;
  - b. singular and composite things;
  - c. consumable and non-consumable things;
  - d. movables and immovables;
  - e. divisible and non-divisible things;
  - f. fungible and non-fungible things; and
  - g. *fructus pendentes fructus separate and fructus percepti*.

**[15]**

#### QUESTION FOUR

The judgment in *University of Fort Hare v Wavelength 74 (Pty) Ltd* (University of Fort Hare) is of interest. Importantly, it highlights some of the practical problems presented by the requirement that a movable property must be possessed openly gives rise to. This is so because cases dealing with the acquisition of **movable property by acquisitive prescription** are not particularly common.<sup>1</sup>

With reference to the *University of Fort Hare* case referred to in the above quotation critically comment on the original acquisition of ownership through acquisitive prescription in South African law. [25]

END

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<sup>1</sup> Freedman DW "The Unholy Three: Acquisition of ownership of movables by prescription – An assessment of *University of Fort Hare v Wavelength 25 (Pty) Ltd*" 2016 (79) *THRHR* 412-428.