QUESTION 1

a) How does the Deeds Registries Act (*Chapter 20:05*) define a “Notarial Deed”? (3)

b) A and B concluded a Notarial Deed of Servitude of Habitatio in terms of which B has the right to live in the farm house on the farm property for a period of 5 years. The deed is registered against A’s Title Deed and the period of 5 years has elapsed. Advise A how the Deed of Servitude can be cancelled and explain to him that proviso is contained in the Act in regard thereto. (6)

c) What do you understand by a “Minute”, a “Grosse” and a “Protocol”? (3)

d) Your client instructs you to register a Notarial Bond.

   (i) What time limits are provided for the registration thereof, and

   (ii) What documents must be tendered for the registration? (3)

e) Describe the procedure you would follow to administer an oath in respect of an affidavit. (2)

f) Describe in detail what you believe is the significance of having a document executed notarially. (8)

**Total** [25]
QUESTION 2

ABC (Private) Limited has agreed to lend John Bourchier Meyburgh the sum of $200,000,000 against the security of his house in Borrowdale. However, the company requires, as additional security a Notarial Bond to be passed over all Mortgagor’s movable assets. This Notarial Bond is to be registered simultaneously with the Mortgage Bond. Draw the appropriate Notarial Bond. [25]

QUESTION 3

a) Under what circumstances can a Notarial Deed relating to undivided shares with exclusive right of occupation be registered? (6)

b) What provisions, as stipulated in the Deeds Registries Act *(Chapter 20:05)*, must be contained in such notarial deed. (15)

c) What meaning does the Deeds Registries Act *(Chapter 20:05)* give to “exclusive right of occupation” (4)

Total [25]

QUESTION 4

(a) State briefly the reason why, or the purpose for which the Deeds Registries Regulations require adherence to any five of the following in the drafting of documents: -

i) documents should be written on strong white paper

ii) a clear margin of at least 35 mm must be observed on the left side of the paper and, if there is writing on both sides of the paper, on the right hand side also

iii) the document must be written in legible characters using permanent black or blue black ink, which is not copying ink.

iv) in the case of any deed, the upper half of the first page shall be left blank

v) the registrar does not accept a carbon copy of any document which it is intended to be registered and filed in his office.

vi) in any document any space which has not been used shall be ruled through.

vii) in any document which consists of more than one page the necessary catchword shall be written at the foot of each page.
viii) any alteration or interlineation in a document shall be initialled by the person executing the document and by the attesting witnesses, if any.

ix) documents to be clear and not folded

x) no assumed name or alias shall be added to any name in a document.

xi) Where a document by or in favour of any company, association, society, institution or other corporate body; or any trustees or other officers of such body; or a consent to the performance of any act on behalf of any body or person is lodged in the deeds registry, a certified copy of or, with the consent of the registrar, a relevant extract from the constitution of the body concerned shall be filed of record

xii) If any document is to be dealt with in conjunction with a document which has been or is to be lodged by some other person, a note to that effect shall be made on the lodging covers by the persons responsible for the lodging of the documents concerned

(b) Define a Real and a Personal Right then write a brief note on each of them using examples to illustrate the points made.

Total [25]