

THE DEEDS REGISTRY REGULATIONS, 1973

(Under section 9 of the Act)

*Date of commencement: 1st May, 1973.*

*Arrangement of Regulations*

1. Citation and commencement.
2. Interpretation.
3. Assistant Registrar.
4. Numbering of units.
5. Numbering of portions.
6. Registers.
7. Identity of persons.
8. Preparation of deeds and documents.
9. Persons named in deeds.
10. Place and date of execution.
11. Deeds conferring title to land.
12. Description of land in deeds.
13. Land held by several deeds.
14. Diagram of portion.
15. Separated parts of remaining extent.
16. Minors.
17. Firms and partnerships.
18. Conditions in deeds.
19. Husband married in community of property.
20. Rehabilitated insolvent.
21. Variation of terms of bond.
22. Authority for the performance of various acts of registration.
23. Mortgage bonds.
24. Documents to be prepared by conveyancers, attorneys and notaries.
25. Lodgment and execution of deeds.
26. Cession of balance due under a bond.
27. Transfer or cession by endorsement.
28. Transfer pursuant to testamentary instrument.
29. Production of original deed.
30. Deceased persons.
31. Transfer by executor direct to purchaser.
32. Partition of land subject to *fideicommissum*.

33. Proof of capacity of certain bodies.
34. Application for consolidated title.
35. Servitudes.
36. Cancellation of registration.
37. Praedial servitudes.
38. General matters affecting registration.
39. Powers of attorney.
40. Copies of deeds and documents.
41. Conduct of business with Deeds Registry.
42. Rights to minerals.
43. Diagrams.
44. Endorsement of bond after sale in execution.
45. Returns.
46. Registration to be notified to Surveyor-General.
47. Information and inspection.
48. Binding of records.
49. Tariffs. (Schedules)
50. Forms.
51. Repeal.  
Schedules.

*Citation and commencement.*

1. These Regulations may be cited as the Deeds Registry Regulations, 1973.

*Interpretation.*

2. In these Regulations unless the context otherwise requires —
  - “duly witnessed” means attested as provided in section 91 of the Act;
  - “registered district” means the area of a district recognised as such on the date of commencement of these Regulations or which is subsequently created.

*Assistant Registrar.*

3. Every Assistant Registrar shall have power and authority to do any act or thing which may lawfully be done by the Registrar —
  - (a) when so required to act by the Registrar, whether the latter be present or not, and such Assistant Registrar may act in any matters assigned to him for disposal by the Registrar while the latter shall be acting in other matters:  
Provided that if objection is taken to any decision of an Assistant Registrar, when acting by virtue of this sub-paragraph, there shall be an appeal to

the Registrar who shall have power, if he sees fit, to vary or set aside such decision;

- (b) during the absence of the Registrar for any period not exceeding six weeks on leave, duty or from illness or other unavoidable cause.

*Numbering of units.*

4. The farm units falling within the limits of a registration district shall be numbered in numerical progression throughout the district generally from west to east and east to west alternately.

*Numbering of portions.*

5. (1) The portions into which farms, erven, lots or holdings may be divided shall be numbered consecutively, whether directly from the parent piece or indirectly through an intermediate portion, provided that portions, already numbered or lettered, and for which title deeds have been registered, need not be renumbered, but portions hereafter surveyed for the purpose of registration of title, shall follow in numerical progression thereafter, and the diagrams thereof shall disclose the parent portion.

(2) Where two or more portions of a farm unit or of an erf, lot or holding are consolidated into one, the resulting piece of land shall receive the next consecutive number as if it were a new portion.

(3) Where two or more farm units or two or more erven, lots or holdings are consolidated into one the resulting piece of land shall receive a new number.

(4) Where a portion of a farm unit and a whole such unit or a portion of an erf, lot or holding and a whole erf, lot or holding are consolidated into one, the resulting piece of land shall receive a new number.

(5) Where two or more portions of different farms or of different erven, lots or holdings are consolidated into one, the resulting piece of land shall receive a new number.

(6) Should it be found necessary to depart from the rules prescribed in paragraphs (2) to (5), the Registrar may, after consultation with the Surveyor-General, authorise such departure.

*Registers.*

6. (1) In addition to the registers referred to in section 10(1) the Registrar shall keep such registers and indexes as may be required for the purpose of furnishing any required returns and for securing information for statistical purposes in respect of deeds registered and acts performed in and searches made and information furnished by the Registry, as well as of the duties paid and fees collected in connection therewith.

(2) The Registrar shall keep a register wherein shall be noted the names of notaries public and conveyancers admitted to practice as such.

*Identity of persons.*

7. (1) The identity of persons shall be established by means of their full names and dates of birth, or in lieu of the date of birth, in the case of a person who is unaware of his date of

birth, by a method approved by the Registrar, which shall be entered in the registers, and indexes relative thereto, in which transactions relating to any one person are recorded.

(2) The Registrar shall rectify any error made in connection with an entry or note of the date of birth of any person appearing in his records upon proof to his satisfaction that an error has been made.

(3) The Registrar shall have authority in connection with any deed or document tendered for execution, registration or record to call for evidence to establish the identity or non-identity of any party thereto with any person whose name appears in any register kept in the Registry.

*Preparation of deeds and documents.*

8. (1) Deeds, powers and other documents lodged for execution, registration or record must be written, printed or typed on paper approved by the Registrar.

(2) The upper half of the first page of deeds must not be used for writing, typing, printing, or any other purpose, but must be reserved for the purpose of Deeds Registry endorsements.

(3) If, in the opinion of the Registrar, the writing, typing or printing in any deed, power, or other document lodged for attestation, execution or registration or for any other purpose is, owing to the faintness thereof, not calculated to secure durability, he may decline to attest, execute, register, or accept it, as the case may be.

(4) All deeds, powers and other documents lodged for execution, registration or record must be neatly and plainly written or typed, or printed with black ink of good quality and a margin of at least one and a half inches allowed for binding purposes, provided that copying ink shall not be used.

(5) No carbon copy of any deed, power or other document shall be accepted for the purpose of being registered or filed in the Deeds Registry.

(6) Alterations and interlineations shall render a deed, power or other document liable to rejection but if made, they must be initialled by the person or persons executing the deed, power or other document, as the case may be, and also by the persons attesting the same:

Provided that if the alterations or interlineations are attested by persons other than the original attestors, such persons shall attach their signatures.

(7) Any alterations and interlineation shall in the case of a deed attested by a notary be initialled also by such notary.

(8) Any spaces in a deed which have not been used shall be ruled through, and where a deed comprises more than one page the necessary catchword shall be inserted at the foot of each page.

(9) If any signature to a document shall have been written across a stamp, or with other than black ink of a good quality, or encroaches on the margin, the Registrar may decline to allow it to be used for the purpose intended.

(10) Notwithstanding anything in paragraph 9 and this paragraph the Registrar may, in his discretion, accept for record any photographic copy of a document which is filed of record in any Government office, provided that such copy has been certified to be a true copy by or on behalf of the head of such office, and provided further that in the case of a diagram it has been certified by the Surveyor-General.

(11) Any of the provisions of paragraphs (4) to (10) inclusive may be relaxed by the Registrar.

*Persons named in deeds.*

9. (1) Deeds, powers and other documents must contain the full names and dates of birth of the persons named therein, provided that the dates of birth of such persons who are acting in or are appointed to act in a representative capacity need not be disclosed:

Provided that this paragraph may be relaxed by the Registrar in special circumstances.

(2) Deeds by which a woman married out of community of property or a duly registered company acquire rights shall in the vesting clause disclose the registered number of the antenuptial contract or the registered number of the certificate of incorporation of the company, as the case may be:

Provided that this paragraph may be relaxed by the Registrar in special circumstances.

(3) An addition of an "alias" to the description of any person by or to whom a deed lodged for execution or attestation in the Deeds Registry is to be passed shall not be permitted, and, if such addition has been made in any other deed or power, or other document lodged for registration, the correct name only shall be recognised for the purpose of such registration.

(4) Deeds, powers and other documents if expressed in a foreign language may, at the discretion of the Registrar, be accepted for registration or record if a translation duly certified by a person admitted to practise as a sworn translator is lodged therewith:

Provided that if there be no sworn translator of any foreign language readily available the Registrar may in his discretion accept a translation made under oath by such other person as he may approve.

*Place and date of execution.*

10. Every deed and document executed in or lodged for registration or record in the Deeds Registry shall disclose the place and date of execution thereof.

*Deeds conferring title to land.*

11. (1) Every deed conferring title to land must quote the date and number of the grant, transfer or other title by which the land is held and also the date and number of the grant, transfer or other title to which the diagram of the land is annexed or relates, as well as the name of the person in whose favour such grant, transfer or other title was made.

(2) If a deed conferring title to land includes more than one property, each piece of land shall be described in a separate paragraph which shall be numbered, and each paragraph shall conform to the provisions of the preceding regulation.

(3) A separate registration clause shall, if required by the Registrar, be inserted at the end of the deed in respect of each piece of land, which clause shall bear a number corresponding to the number of the paragraph in which the land is described.

(4) When two or more pieces of land are shown as separate figures on a single diagram each piece shall be described in the relevant deed in a separate paragraph, and may thereafter be transferred independently only upon the production of a further diagram thereof.

(5) It shall not be necessary, where separate diagrams of two or more pieces of land are annexed to one and the same title deed and transfer is sought of any of such pieces, to procure from the Surveyor-General a copy of the diagram thereof for the purpose of annexure to the new transfer.

*Description of land in deeds.*

12. (1) In describing land in a deed the name of the district in which it is situated shall be quoted and, in the case of land or interest therein situated in a township, or an urban area, the name of the township, the urban area and the district.

(2) The registered number of the land shall be given, and in deeds conferring title to land the usual extending clause shall be inserted.

(3) In describing land no reference shall be made in a deed conferring title to land, or in mortgage bond, to any building or other property, movable or immovable, which may be on or attached to the land.

(4) When the description of the situation of land in an existing deed is defective or insufficient and it is desired in connection with a further transfer of such land to amend the same, the Registrar may, subject, if he thinks necessary, to the production of a certificate by the Surveyor-General, permit such amendment to be made.

(5) It shall not be necessary to repeat the description (if any) of the boundaries mentioned in a diagram, provided that a suitable reference to such diagram and the number and date of approval thereof is made in the relevant deed.

(6) In the description of land conveyed or hypothecated in a deed or mortgage bond the extent thereof shall be expressed in words and figures.

(7) In the description of land the term "share" shall be employed when an undivided share in a piece of land is being dealt with, and such share shall be expressed in one fraction in its lowest terms, the method of arriving at the result being also given in complicated cases.

*Land held by several deeds.*

13. (1) If land to be transferred or hypothecated is held by several deeds the Registrar may require the conveyancer to furnish a statement containing particulars regarding the different fractional shares and describing in complicated cases the method by which the result was arrived at, and also where there are two or more owners, to indicate in such statement the shares held by each.

(2) If the land is one of several pieces described in a transfer deed or mortgage bond the conveyancer shall furnish a reference to the paragraph therein which relates to such land.

(3) Where possible, in transferring a share in land from two or more titles under which shares are held, one or more titles shall be exhausted.

*Diagram of portion.*

14. No portion of any piece of land shall, save as by the Act provided, be transferred, leased or ceded, except upon a diagram thereof.

*Separated parts of remaining extent.*

15. When a piece of land has been separated into two or more parts by the deduction of one or more intervening portion or portions thereof, such parts forming the remaining extent shall not be regarded as being separate pieces of land for the purpose of sections 39 and 40.

*Minors.*

16. Where it is sought to transfer or cede immovable property to, or register mortgage bonds or notarial bonds in favour of persons who have not attained majority, such transfers, cessions or bonds shall, subject to section 26, be made in the name of the minors and not in the name of their guardians, tutors or curators as the case may be.

*Firms and partnerships.*

17. (1) All deeds or documents executed by or on behalf or in favour of persons carrying on business as a firm or a partnership, or to which a firm may be a party, as also any power lodged or required in connection with such deeds or documents, must contain the full names and dates of birth of the partners constituting the firm or Partnership.

(2) When property is registered in the name of persons carrying on business as a firm or partnership it may, so long as the firm consists of the same partners, be transferred, hypothecated, or otherwise dealt with, as the case may be, on a power bearing the signature of the firm and of the partner who affixed the firm's signature.

(3) If any partner in a firm wishes to transfer his share in any property of the firm to the remaining partners or to the remaining partners and some other person or persons, or to some other person or persons alone, to the end that such remaining partners either alone or together with such other person or persons, as the case may be, shall form a new partnership to hold such property, such transfer shall not be passed unless the whole of the property, and not merely the share of the disposing partner, be transferred or ceded to the new partnership, and the deed, power, or other document necessary for the purpose shall be signed by each of the partners of the original firm or his duly authorised agent.

(4) In like manner as provided for in paragraph (3) if a new partner be admitted into a firm and if such new firm wishes to transfer or cede property taken over from the old firm such transfer or cession shall not be passed unless the said new firm has itself received transfer or cession of that property from the old firm.

(5) In the event of any property of a firm not being dealt with on dissolution in the manner described in paragraph (3) or (4), the deed, power, or other document necessary for the transfer or cession to the partners thereof or such other persons to whom the same may have been disposed of, shall be signed by each of the individual partners or by his duly authorised agent.

(6) If, during the continuance of a partnership any member thereof desires to register any transaction other than an endorsement pursuant to section 44 of the Act, affecting his share in any property registered in the name of the partnership, he shall not be permitted to do so until transfer has been passed to such member of the share to which he is entitled.

(7) When land has been sold by or to a firm or partnership the transfer duty receipt issued in respect of the sale shall disclose the names of the members thereof.

*Conditions in deeds.*

18. (1) The following procedure shall be observed in the preparation of deeds conferring title to land in regard to the conditions to which such land is or may be subject —

- (a) if the land is subject to special conditions limiting the rights of the owner, such conditions shall be repeated in every deed conferring title to such land;
- (b) if the land is subject to conditions other than those specified in sub-paragraph (a) they shall be repeated in every subsequent deed conferring title to such land;
- (c) if a title to land bears an endorsement relating to the creation of new conditions or servitudes, such conditions or servitudes shall be repeated in every subsequent conveyance of the land or any portion thereof:

Provided that, where circumstances warrant such procedure, conditions or servitudes may, in the discretion of the Registrar, be referred to in general terms in such subsequent conveyance;

- (d) if any of the conditions or servitudes referred to in sub-paragraphs (a), (b) and (c) are no longer applicable due to lapsing, merger or cancellation or, in the case of the conveyance of a portion of such land are not applicable by virtue of the situation of a servitude in relation to the portion being dealt with, no reference shall be made in subsequent title deeds to such conditions which have lapsed, merged, been cancelled or which are inapplicable;
- (e) in every deed conferring title to land the rights of the Government, or the King, or the Ngwenyama in trust for the Swazi Nation, as the case may be, shall be expressly reserved;
- (f) the number and date of every deed to which reference is made in connection with conditions or servitudes shall be quoted:

Provided that the provisions of this paragraph may be relaxed by the Registrar in special circumstances;

- (g) should the provisions of this paragraph not be applicable, the decision of the Registrar in regard to the procedure to be followed shall be observed.

(2) Conditions shall, as from the date of coming into operation of these Regulations, be inserted in deeds in the official language only:

Provided that where any conditions are embodied in a registered deed in another language such language may be perpetuated in subsequent deeds, subject always to the right of the Registrar to demand a translation by a person admitted to practice as a sworn translator, or by some person to be approved by him, of such conditions into the official language.

(3) If it appears from a deed that an owner of land has acquired any right of servitude over other land, such right shall also be specially referred to or mentioned and described in every deed conferring title to the first-mentioned land.

(4) If a deed lodged for execution or registration reserves or grants an interest described as a life interest, except when such interest is created by will, the nature thereof shall be disclosed in such deed and in the relative power, if any.

(5) Conditions shall, as far as practicable, be embodied in the title deed and appear immediately after the extending clause, and only in exceptional circumstances, after consultation with the Registrar, may they be contained in an annexure.



(6) No condition shall be included in any deed or bond which purports to impose upon the Registrar any duty or obligation not sanctioned by law.

*Husband married in community of property.*

19. If a husband married in community of property desires to deal with land or a bond registered in the name of his wife, the wife should affix her signature and the date thereof to the power of attorney in the presence of a witness as evidence that the marriage still subsists, and if she omits to do so, other satisfactory proof of such subsistence shall be produced.

*Rehabilitated insolvent.*

20. If in the circumstances contained in the proviso to section 57(4) it is necessary to pass transfer to the rehabilitated insolvent, such transfer may be passed upon a power of attorney signed by the Master.

*Variation of terms of bond.*

21. (1) The agreement referred to in section 5(s) shall be upon a separate sheet of paper and shall be lodged in duplicate, one copy of which shall be annexed to the original bond and the other filed with the Registry duplicate or in a manner determined by the Registrar.

(2) Should a duplicate not have been furnished, the Registrar may accept a copy certified by a conveyancer or notary.

(3) The original shall be retained by the Registrar and the certified copy shall be annexed to the bond.

*Authority for performance of various acts of registration.*

22. (1) The authority for the performance of any of the acts of registration specified in section 5(g), (h), (i) and (l bis), cessions and cancellations specified in section 5(k), releases, reductions of cover and part payments specified in section 5(l), and the cancellations specified in section 5(q) of the Act, shall be given upon a separate sheet of paper by the holder of the bond or the parties to the prospecting contract or by his or their duly authorised agent and shall be signed and duly witnessed.

(2) Every such authority shall describe the bond or the contract and disclose the full names of the legal holder of the bond or of the parties to the contract and shall be retained by the Registrar.

(3) The authority for the performance of the acts of registration referred to in paragraph (1) shall be in duplicate with regard to section 5(g), (i), and (l bis), the cessions and cancellations specified in section 5(k) and the substitution specified in subsection 5(h):

Provided that should a duplicate not have been furnished, the Registrar may accept a copy certified by a conveyancer or notary.

(4) The original of every such authority shall be retained by the Registrar and the duplicate, or certified copy as aforesaid, shall be annexed to the bond.

(5) If more than one bond is affected by such authority, an additional duplicate or certified copy shall be furnished for annexure to each additional bond.

(6) The written application and consent referred to in section 39(4)(a) of the Act shall be in duplicate and duly witnessed:

Provided that should a duplicate not have been furnished, the Registrar may accept a copy certified by a conveyancer or notary.

(7) The original application and consent referred to in paragraph (6) shall be retained by the Registrar and the duplicate or certified copy shall be annexed to the bond:

Provided that if more than one bond is affected, an additional duplicate or certified copy shall be furnished for annexure to each additional bond.

*Mortgage bonds.*

23. (1) If it is sought to mortgage land held under special conditions limiting the rights of the owner the Registrar may require those conditions to be set out in the bond or a suitable reference made thereto.

(2) Every mortgage bond must contain a full and clear description of the property to be hypothecated, including the extent thereof, and when two or more properties are to be hypothecated each property shall be described in a separate paragraph.

(3) The date and number of the deed by which the property is held must also be quoted in each paragraph of each mortgage bond:

Provided that where more than one property is held by one and the same deed the date and number of the deed may be quoted after the description of the last of such properties.

(4) If bonds are lodged for the purpose of noting any part payment or reduction of cover thereon such part payment or reduction of cover need not be noted on the title deed of the property affected.

(5) The deed of cession of a bond shall set forth the *causa* of such cession.

(6) Any waiver of preference in respect of a registered real right in land (including rights mentioned in section 63 which may be contingent) to or in favour of the legal holder under a registered or registrable mortgage bond shall, if such bond has been registered, be contained in a notarial deed, and if such bond has not been registered be contained in a notarial deed or in such bond as the owner of such right may elect.

(7) Every waiver registered in terms hereof shall be duly noted on the title of the owner of such right, and in the case of a registered bond on such bond.

(8) The consent of the legal holder of any bond referred to in section 29 shall be furnished in duplicate:

Provided that should a duplicate not have been furnished, the Registrar may accept a copy certified by a conveyancer or a notary.

(9) The original consent shall be retained by the Registrar and the duplicate or copy shall be annexed to the bond.

*Documents to be prepared by conveyancers, attorneys and notaries.*

24. (1) Every deed of transfer, certificate conferring title to immovable property or mortgage bond shall be prepared by a conveyancer and shall bear an endorsement signed by such conveyancer that it was prepared by him and he shall also initial personally all alterations or interlineations in such transfer, certificate or bond and every page thereof not requiring his

signature if such transfer, certificate or bond is written or typed on separate sheets; and no such transfer, certificate or bond shall be accepted for execution or registration which does not bear such endorsement and is not so initialled:

Provided, however, that in cases where the alteration or interlineation does not, in the opinion of the Registrar, require initialling by the preparing conveyancer, such alteration or interlineation shall be initialled by the executing conveyancer, but this proviso shall not apply to a certificate of title.

(2) Any power of attorney to perform an act in the Deeds Registry, deed of partition, authority for the performance of any of the acts mentioned in section 5(g), (h), (i) and (l bis) and for the cancellations, cessions and cancellations of cessions mentioned in section 5(k), the releases, reductions of cover and part payments specified in section 5(l), agreement mentioned in subsection 5(s), or any other consent by a bondholder, owner of immovable property or holder of any real right prescribed by the Act or these Regulations, executed after the coming into force of these Regulations, and tendered for registration or record in the Deeds Registry, shall be prepared by a practising conveyancer, attorney or notary and shall bear an endorsement signed by the conveyancer, attorney or notary, who prepared such power, deed, authority, agreement or consent, that it was prepared by him; and no such power, deed, authority, agreement or consent shall be accepted by the Registrar for registration or record which does not bear such endorsement and any alteration or interlineation shall also be initialled by the person who prepared such document.

(3) This Regulation shall not prevent any attorney, notary or conveyancer in the employment of the Government, from preparing in the course of his employment, any document herein mentioned which is required for the performance of any function performed in the department or office in which he is employed.

#### *Lodgment and execution of deeds.*

25. (1) All deeds, bonds, documents and powers of attorney for execution or registration, as the case may be, in the Deeds Registry shall be lodged for examination by the owner or by an attorney, notary or conveyancer practising as such in Swaziland with the receiving clerk (who shall note thereon the date of lodgment) between the hours of 9 and 10 a.m. on Mondays to Fridays inclusive, but it shall, however, be competent for the Registrar, on sufficient cause shown to him, to permit deeds to be lodged at any other time during office hours. (Amended L.N.54/1973.)

(2) Powers of attorney shall be lodged singly and all other deeds described in paragraph (1) shall be lodged in duplicate except that if more than one person is a party to a notarial deed affecting immovable property (other than a prospecting contract) there shall be lodged an additional duplicate original, grosse or certified copy in respect of each title deed involved and each additional party to the deed who is not an owner of the immovable property affected.

(3) The Registry duplicate and one other deed alone shall bear the signature of the Registrar, and each additional copy shall be endorsed with the words "ISSUED FOR INFORMATION ONLY".

(4) The Registrar may in his discretion accept a lesser number of duplicate originals or grosses or certified copies.

(5) On the expiry of either four or five clear days, as the Registrar may determine, or such longer period as the Registrar in his discretion may deem necessary in certain cases, after

such lodgment and between such hours as the Registrar may in his discretion fix, all deeds lodged for execution before the Registrar, and to the passing of which no objection exists, shall be executed before the Registrar, but the Registrar shall have also discretion to permit deeds to be executed before the time or expiry of the period determined by him and also to reject deeds not executed within the period and times determined by him.

(6) In the event of two or more mortgage bonds being passed on the same day by one and the same mortgagor over the same property, the Registrar shall, if each bond does not disclose the order in which it is to rank, note on each the exact time at which he affixed his signature thereto.

(7) Deeds lodged for execution, to the registration of which any objection exists must, if circumstances permit, be rejected not later than three clear days after lodgment.

(8) All deeds or documents or powers lodged for registration must if circumstances permit, be registered or rejected, as the case may be, not later than two clear days after such lodgment.

(9) Although a deed is to be fully examined in the first instance, if a defect of such a nature as to justify rejection is discovered in connection with any deed or other document lodged for execution or registration, the Registrar shall have power to direct that the further examination of the deed shall be postponed until the defect has been cured and to reject such deed in the ordinary course.

#### *Cession of balance due under a bond.*

26. No cession of the balance due under any bond shall be registered until the amount paid in reduction thereof shall have been noted, nor may any mortgage bond, other than a mortgage bond to secure further advances, part of the capital amount of which has been repaid, be substituted under sections 44 and 55 until the part payment shall have been noted.

#### *Transfer of cession by endorsement.*

27. (1) If application is made under section 44, the undermentioned documents shall be produced in addition to the title deeds and bonds —

- (a) proof of the appointment of the executor in the estate of the deceased spouse;
- (b) if transfer duty is payable, a receipt for such duty, and certificate that all taxes, duties and fees payable to the Government or any Local Authority have been paid;
- (c) if the property or bond was bequeathed to such survivor, a copy of the will accepted and certified by the Master;
- (d) if the property was purchased from the estate by such survivor, being also the executor in the estate, an order of court confirming the sale;
- (e) if action is taken under sections 51 or 59 of the Administration of Estates Act, No. 28 of 1902, a certificate or consent from the Master;
- (f) in circumstances where no consent or certificate of the Master is required, a certificate from him that the liquidation account in the estate has lain for inspection, that no objection thereto has been received and that the endorsement to be made is in terms of the account;

(g) if such survivor is an heir in terms of section 2 of the Intestate Succession Act, No. 3 of 1953, proof that the deceased spouse left no valid will, and of the balance of the estate for distribution by means of a certificate of the Master or a copy of the liquidation account certified by the Master.

(2) If a title deeds is endorsed under section 44, the Registrar shall make an appropriate note in the register affected.

*Transfer pursuant to testamentary instrument.*

28. (1) Where land is to be transferred in pursuance of the provisions of a will, codicil, or other testamentary instrument, a certified copy of the will, codicil, or other testamentary instrument, as the case may be, shall be lodged with the deed.

(2) The Registrar may also require any executor who seeks to transfer land belonging to the estate under his administration, to lodge a certified copy of the will, codicil, or other testamentary instrument, and of the liquidation account in the estate, but if a copy is already lodged in the Deeds Registry, it shall be sufficient if a note is made in either case on the deed indicating the number and the date of the deed with which such copy is filed.

(3) Where land is sought to be transferred by an executor in pursuance of —

(a) the exception (b) to section 20 there shall be lodged with such transfer a certificate by the Master that the land has been sold to pay the debts of the joint estate; or

(b) the exception (c) of section 20 there shall be lodged with such transfer a certificate by the Master that the surviving spouse has adiated under the will whereby the joint estate is massed or a statement to that effect by the surviving spouse and duly witnessed;

(c) any of the exceptions to section 20 the deed of transfer shall indicate that the transfer is on behalf of the joint estate and that the joint estate is divested.

*Production of the original deed.*

29. (1) If it is sought to deal with immovable property, the title deed of such property, or a certified copy thereof issued to serve as an original, shall, save as provided in the Act and in paragraph (2) hereof, be produced and be mentioned in the deed dealing with such property:

Provided that it shall not be necessary, unless the Registrar so requires, to produce any deed by which the property was previously held, whether such deed be the diagram deed or any intermediate deed, nor shall the Registrar be required to endorse thereon any record of subsequent dealings with the property.

(2) If immovable property is to be transferred or ceded in execution of the judgment of any competent court by the officer appointed by law, or by such court, it shall not be necessary to produce the title deed of such property or a certified copy issued in lieu thereof if such officer certifies in writing that he has been unable to obtain possession of such title deed or copy:

Provided that if the duplicate original of such title deed filed of record in the Deeds Registry has been lost or destroyed it shall be necessary for such officer to obtain a certificate of registered title under the provisions of section 37, for which purpose such officer shall be regarded as the owner of the land.

*Deceased persons.*

30. (1) If, in the partition of land, an undivided share in such land is registered in the name of a deceased person or of his of her estate, or of his or her surviving spouse, the Registrar shall, if such share has been bequeathed, require not only the consent of the court, unless otherwise provided in any law, on behalf of heirs or legatees who may be minors, but also the consents of the major heirs or legatees, if there are such, unless it can be proved to his satisfaction by documentary evidence that the partition was agreed upon during the lifetime of the testator.

(2) If immovable property has been acquired by any person not married in community of property and transfer thereof has not been affected during the lifetime of such person, the transfer deed shall be made out in favour of the estate of such person.

(3) A certificate of title of land which is registered in the name of a person since deceased shall be issued in the name of the registered owner (deceased), and not in favour of his estate.

*Transfer by executor direct to purchaser.*

31. If in the circumstances provided in section 13(1)(b)(ii) transfer direct to a purchaser is lodged, such deed of transfer shall not be executed unless proof of the value of the immovable property being dealt with is furnished by means of a written valuation by a sworn appraiser:

Provided that the Registrar may in his discretion accept a certificate by the Master as to the value of the property according to the Master's records.

*Partition of land subject to fideicommissum.*

32. If transfer is lodged in the circumstances provided in section 31(1) such transfer shall not be executed unless proof that the land awarded on partition to the owner of any share subject to a *fideicommissum* is an equivalent of such share, is furnished by means of the written report of a sworn appraiser or of an impartial person approved by the Registrar.

*Proof of capacity of certain bodies.*

33. In the event of any deed of transfer or any mortgage bond either by or in favour of any bank, company, church, association, society or other body or institution or of any trustees or other officers thereof, being lodged for execution or registration in the Deeds Registry, or of any consent to the performance of any act on behalf of any one or other of them being lodged, there shall be produced for record purposes a certified copy of or a relevant extract from the deed of constitution or regulations of such body or other institution and of such further evidence as may be necessary to prove that the transaction is within the scope of its constitution or regulations.

*Application for consolidated title.*

34. Any person making application to the Registrar for a consolidated title shall, if the diagram of the land in respect of which such application is made does not contain a description of the several pieces of land comprised therein corresponding so far as may be material for purposes of identification with that contained in the existing title deeds, cause to be lodged with his application a certificate containing such description from the Surveyor-General.

*Servitudes.*

35. (1) If it appears from any statement on the diagram of a portion of a piece of land about to be transferred that the transferor has granted a servitude in favour of such portion over the remaining extent thereof or over some other land adjoining the land to be transferred and registered in the transferor's name, or has imposed a servitude over such portion in favour of such remaining extent or other land, such servitude shall be embodied in the power given for the purposes of the transfer of such portion and also in the relative deed of transfer, unless such servitude can only be created on the subsequent transfer of such portion.

(2) If a diagram lodged with an application for a certificate of title contains a statement indicating the creation of a new servitude, the Registrar shall decline to issue such title, unless there has been lodged for registration with the application a notarial deed embodying the terms of such servitude, or unless such servitude is only to be created on eventual transfer of the land affected.

(3) The land affected by a servitude shall be sufficiently described, and the number and date of the deed by which it is held shall be quoted:

Provided that this paragraph may be relaxed by the Registrar in special circumstances.

*Cancellation of registration.*

36. (1) If cancellation of registration is sought under the provisions of section 66(2), the Registrar may accept a unilateral notarial deed of cancellation by the holder of such servitude, provided that such deed does not impose any obligation upon the owner of the land.

(2) The Registrar may accept for registration by the holder of such servitude or rights a unilateral notarial deed of —

- (a) cancellation of a *fideicommissum* by the fideicommissary heirs;
- (b) cession of a personal servitude mentioned in section 63;
- (c) cession of mineral rights; and
- (d) cession of trading rights:

Provided that such deed does not impose any obligations upon the owner of the land in the case of sub-paragraph (a) hereof or upon a cessionary in the case of sub-paragraphs (b), (c) or (d) hereof.

*Praedial servitudes.*

37. In the circumstances mentioned in section 75, the title deeds of the land affected shall be endorsed as to the nature of the praedial servitude created in a deed of transfer:

Provided that if the description of the servitude is of such lengthy or complicated nature as to render an effective reference thereto or a transcription thereof impracticable by endorsement, an extract thereof certified by the conveyancer executing the deed of transfer shall be lodged for annexure by the Registrar to the originals and office duplicates of the deeds affected and a suitable reference to such extract shall be made by the Registrar upon such deeds.

*General matters affecting registration.*

38. (1) If, in connection with the execution or registration or filing of record of any deed, power or other document, reference is necessary to any deed or document already filed or registered in the Deeds Registry, the number and year of that deed, or of the deed with which such document is filed, or the number under which it is registered, must be furnished when the deed, power or document is lodged for execution or registration or record.

(2) When any deed, power or document to which reference is necessary is of a lengthy nature, it shall be the duty of the conveyancer or other person concerned to indicate the particular clause thereof which relates to the question to be determined.

(3) All deeds, bonds, diagrams, or documents necessary in connection with the examination, execution or registration of any deed, bond, power or other document lodged in the Deeds Registry, including all receipts or certificates required by law to be produced, shall accompany such deed.

(4) The Registrar shall not execute or attest a deed or bond unless the title deeds and bonds thereon for cancellation, release or substitution accompany the deed or bond lodged for execution save where such production is specifically waived under the Act or these Regulations.

(5) When a deed lodged by any person for execution or registration or any other purpose is intended to be executed, or registered, or otherwise dealt with, in conjunction with a deed lodged by another person, a note to that effect shall be made by the conveyancer or other persons responsible for the lodgment thereof at the time the several deeds are lodged in a manner acceptable to the Registrar.

(6) If any conveyancer omits to comply with this Regulation, the deed in respect of which such omission has been made may, if in order, be executed, registered, or otherwise dealt with independently of such other deed.

(7) If in connection with the execution or registration of any deed, power, or other document, it is necessary to prove the appointment of any executor, trustee, tutor, curator, liquidator, provisional liquidator or assignee, the original appointment granted under the hand of the Master or order of court under which the appointment was made shall be produced, or a certified copy of such original appointment issued by the Master or the Registrar of the High Court, and such original or certified copy, as the case may be, shall be accepted by the Registrar for all purposes until he receives from the Master or the Registrar notification of any revocation of or change in, any such appointment.

*Powers of attorney.*

39. (1) Any person seeking to pass, cede, or cancel a deed or to perform any other act in the Deeds Registry on behalf of any other person must lodge for filing with the Registrar the original power under which he claims to act.

(2) Powers shall specify the date as well as the place of their execution, the latter being sufficiently described to enable the Registrar to judge whether or not it is situated in Swaziland.

(3) A special power of attorney to transfer, hypothecate or otherwise deal with land or other immovable property shall clearly and sufficiently describe it and the registered number and the date of the deed whereby such land or other immovable property is held shall be quoted.



(4) In a power of attorney to transfer land the date of disposal of such land shall be quoted.

(5) A general power of attorney shall not be sufficient for the purpose of dealing with immovable property unless it contains express authority empowering the agent to do so.

(6) No general power of attorney granted outside Swaziland shall be of force and effect for Deeds Registry purposes with respect to persons and property in Swaziland, unless specially provided therein.

(7) General powers of attorney registered or filed of record in the Deeds Registry prior to the commencement of these Regulations shall remain of force and effect for Deeds Registry purposes notwithstanding any of the provisions of these Regulations.

(8) If an original power of attorney is filed of record in the office of the Registrar or Master of the High Court the Registrar of Deeds may recognise as and for the purposes of an original, any copy certified under the hand and seal of such Registrar or Master of the High Court, whether it is already lodged in the Deeds Registry or is hereafter lodged therein:

Provided that when it is sought by virtue of any copy of a power referred to in this sub-regulation to perform any act before the Registrar of Deeds, there shall be produced to the Registrar a letter or certificate, signed by the officer in charge of the office from which such copy was issued, dated not more than 21 days prior to the date of the production thereof, evidencing that no notification of revocation of the original power had been received by him up to the date of such letter or certificate.

(9) If a letter or certificate, as the case may be, has been produced to and lodged with the Registrar of Deeds by virtue of the proviso to paragraph (8), the Registrar shall have the authority to effect all necessary acts in connection with the registration of any consent, cession or other matter, given, made or completed at any time prior to the date of the production and lodgment of such letter or certificate.

(10) A notice of revocation of any power of attorney registered or filed of record in the Deeds Registry will only be recognised if it is signed by the mandant or by some person expressly authorised by him in writing to revoke the same.

(11) If a power of attorney is printed or written on a form of mortgage bond or deed of transfer, or authorises the passing of a bond or transfer on a form annexed thereto, such form shall not be accepted for execution and registration as a bond or transfer.

#### *Copies of deeds and documents.*

40. (1) Copies of deeds conferring title to land or to any interest therein and copies of mortgage or notarial bonds, required for information only, may be issued on the application of any person, and the words "ISSUED FOR INFORMATION ONLY" shall be written or stamped on the face of every page of a copy so issued, and any such copy may, in the discretion of the Registrar, be a photographic copy.

(2) If copies of deeds conferring title to land or to any interest therein and copies of mortgage or notarial bonds are required for judicial purposes, they shall be issued on a written application signed by an attorney of the court or on behalf of any Government department and the words "ISSUED FOR JUDICIAL INFORMATION ONLY" shall be written or stamped on the face of every page of a copy so issued, and any such copy may, in the discretion of the Registrar, be a photographic copy.

(3) If any deed conferring title to land or any interest therein or any real right or any registered lease or sublease or registered cession thereof, or any mortgage or notarial bond is lost or destroyed and a copy is required for any purpose other than one of those mentioned in either paragraph (1) or (2), the registered holder thereof or his duly authorised agent may make written application for such copy, which application shall be accompanied by an affidavit describing the deed and stating that it has not been pledged and it is not being detained by anyone as security for debt or otherwise, but that it has been actually lost or destroyed and cannot be found though diligent search has been made therefor, and further setting forth where possible the circumstances under which it was lost or destroyed:

Provided that if the Registrar is satisfied that any deed mentioned in this paragraph has been inadvertently lost, destroyed, defaced or damaged by him, it shall be competent for him to issue a copy thereof *gratis* and without the publication of the notice prescribed by paragraph (6).

(4) If the circumstances of the loss or destruction are not stated, or if they are stated and the Registrar is of the opinion that further evidence is necessary, either from the applicant himself or some other person in whose custody the deed, lease or sublease or registered cession thereof, or bond may have been before the loss or destruction thereof, to establish such loss or destruction, he shall be entitled to call for such evidence.

(5) If such registered holder is deceased or a lunatic, or is insolvent under the provisions of the law relating to insolvency, or is a company under liquidation, then the application and affidavit may be made by the legal representative of the estate or by the liquidator of the company:

Provided that if such representative or liquidator is unable to produce evidence definitely establishing the loss or destruction of the deed the Registrar may, on being satisfied that all possible steps have been taken to recover the same, issue a copy thereof upon compliance with the further requirements of this Regulation.

(6) The applicant shall also insert in two consecutive ordinary issues of the Gazette and once a week in two consecutive weeks in a newspaper circulating in Swaziland whether printed therein or elsewhere a notice in the form set out in the First Schedule hereto.

(7) The applicant shall lodge with the Registrar the application and affidavit referred to in paragraph (3) and the relevant page of each issue of the newspaper in which such notice appeared, or an extract, certified to the satisfaction of the Registrar and shall furnish the reference numbers and dates of the Gazettes in which the notice was published:

Provided that in the case of the revival of a deed in terms of subsection 7(2) if it is established to the satisfaction of the Registrar that such deed is lost or destroyed, he may issue a certified copy thereof to take the place of the original without the necessity of advertising such loss or destruction.

(8) After the expiry of the time mentioned in such notice the Registrar shall, if he is satisfied that no good reason to the contrary exists, issue the certified copy asked for:

Provided that no such copy shall be issued until the Registrar has searched the registers and has made suitable endorsements regarding transactions, if any, registered therein in connection with the deed or bond concerned.

(9) If a copy issued to serve as an original is itself lost or destroyed, the Registrar may, subject to the fulfilment *mutatis mutandis* of the conditions prescribed in this Regulation in regard to the loss of originals, issue a further copy to serve in lieu of the original.

(10) If any deed referred to in sub-paragraph (1) hereof or any registered lease or sub-lease or registered cession thereof or any mortgage or notarial bond has for any reason become unserviceable, it shall be competent for the Registrar to issue a certified copy thereof to serve in place of the original on written application being made to him by the owner or the legal holder or the duly authorised agent of such owner or holder:

Provided that the original deed shall be lodged with such application.

(11) If any such deed, lease, or sublease or registered cession thereof, or bond is lodged for any purpose without an application for a certified copy, the Registrar may, if in his opinion the same is not serviceable for the purpose intended, require a certified copy to be taken out.

(12) This Regulation shall apply *mutatis mutandis* to any deed, lease or sublease or registered cession thereof, or bond indicated in paragraph (1) hereof that may have been made in favour of the Government of Swaziland or its predecessor in office:

Provided that it shall not be necessary to publish the notice prescribed by sub-regulation (6) and provided further that the requisite application and affidavit may be made by the permanent head of the Government department charged with the custody of such deeds, leases or sub-leases or registered cessions thereof, or bonds.

(13) In the event of any deed, lease or sublease or registered cession thereof, or bond, in lieu of which a copy has been issued under the provisions of this Regulation subsequently being found and produced to the Registrar, he shall endorse thereon that it has become void except in the case of a deed of transfer affected by the provisions of subsection 33(2), when the provisions of sub-regulation (6) hereof shall apply.

(14) If the registered holder of a mortgage or notarial bond (which has been lost or destroyed) or his duly authorised agent, desires to procure cancellation of the entry relating to the same in the register, and shall have made written application duly witnessed to the Registrar to cancel such entry, and shall have complied *mutatis mutandis* with the provisions of sub-paragraphs (1), (2), (3), (4) and (5) of this Regulation, the Registrar shall, after expiry of the time mentioned in the notice referred to in paragraph (6), if he is satisfied that no good reason to the contrary exists, cancel such entry and the cancellation of such entry shall be deemed to be a cancellation of such bond without a formal consent to cancellation.

(15) In the circumstances mentioned in section 33(2), the provisions of this Regulation shall *mutatis mutandis* be complied with.

(16) If any person has obtained a certificate of registered title under section 33(2), the Registrar shall endorse upon the Registry duplicate of the lost or destroyed deed the fact that a certificate has been issued in respect of the share of the applicant under the aforesaid section:

Provided that if the lost deed be found and produced to the Registrar a similar endorsement shall be made thereon.

(17) If a certified copy of any document not specified in sub-paragraph (3) of this Regulation is required by any person, such person may obtain it upon application and within such period as circumstances permit.

#### *Conduct of business with the Deeds Registry.*

41. Business with the Deeds Registry should be conducted in person or through an agent and not by correspondence.

*Rights to minerals.*

42. (1) If the rights to minerals over a portion of a mineral area over which the grantor's rights extend, form the subject of a prospecting contract, a diagram of that portion must, if the Registrar so require, be annexed to such contract.

(2) If rights to minerals are registered in the names of two or more joint owners, it shall be competent for the Registrar to register a prospecting contract relative to such rights to minerals granted by one or more of such joint owners, without the consent of the remaining joint owners, provided that such contract is clearly expressed to be granted solely in respect of the grantor's undivided share of the rights to minerals.

(3) In the event of any right to minerals on a portion of any mineral area, held under title issued under the provisions of section 69, being leased or ceded, it shall be necessary for the registration of such lease or cession that a diagram of such portion be annexed to each copy of the deed of lease or cession lodged for registration, unless such portion is already registered as a separate entity.

*Diagrams in respect of servitudes, leases, etc.*

43. (1) Any servitude may, in the discretion of the Surveyor-General, be registered without the production of a servitude diagram if he is satisfied that such servitude can be plotted on the diagram of the land affected:

Provided that a diagram need not be annexed to each copy of a deed creating or defining a servitude if such servitude is represented on a general plan filed in the Deeds Registry.

(2) A diagram shall be annexed to each copy of the relevant deed in respect of leases and sub-leases of land affecting only a portion of the land held under the original leases or cessions, and to notarial releases of any part of the property leased and also to deeds creating or defining servitudes and real rights whether created or defined by the parties thereto or by order of the court or a water court:

Provided that a servitude feature of uniform width, or a servitude feature at a specified distance from and parallel to a surveyed line shown on a registered diagram extending along the entire length of such surveyed line, may be registered by description without a supporting diagram:

Provided further that nothing in this sub-regulation shall exclude the registration of a servitude in general terms.

*Endorsement of bond after sale in execution.*

44. The endorsement of a bond prescribed by section 57, shall disclose what portion of the mortgaged property has been sold.

*Returns.*

45. Returns of deeds registered where required shall be issued to the proper Government or public officer by the Registrar at such time and upon such form as shall be mutually agreed upon between such Government or public officer and the Registrar:

Provided that where no special exemption exists in respect of such service the fees prescribed in the Second Schedule hereto shall be paid for information furnished under the provisions of this regulation.

*Registration to be notified to Surveyor-General.*

46. If any act of registration affects a diagram, the Registrar shall notify the Surveyor-General of the terms of such act of registration.

*Information and inspection.*

47. (1) If access into the strong-rooms of the Registry by any member of the public, for the purpose of conducting any search, is permitted, the Registrar shall have power to regulate the hours during which such access may be allowed:

Provided that the Registrar shall have power to refuse admission to any member of the public without assigning a reason for such refusal.

(2) If access to the strong-rooms is permitted, attorneys, notaries, conveyancers, surveyors, the Sheriff or messengers of subordinate courts, or such of their clerks as have received the approval of the Registrar, may inspect the records and registers, but such inspection shall not be permitted to other members of the public unless under the personal supervision of a responsible official of the Registry.

*Binding of records.*

48. (1) The Registry duplicates of deeds and registered powers of attorney which are filed in the Deeds Registry shall be bound by a method which, in the opinion of the Registrar, is calculated to ensure security and durability.

(2) In all cases the records shall for the purpose of binding be divided into volumes of a size and weight convenient for handling.

*Tariffs. (Schedules)*

49. (1) The fees of office of the Deeds Registry shall be those set out in the Second Schedule and except as otherwise provided in any other law where in the Schedule a fee is prescribed —

- (a) for the registration of any deed, bond, power, or other document, such fee shall be taken to include all acts necessary to give effect to such registration including any consequential endorsement;
- (b) in respect of any note, entry, endorsement, or other act not expressly provided for therein that fee shall, in case of a deed, bond, power, or other document, be levied in respect of each deed, bond, power, or other document concerned without reference to the number of notes, entries, endorsements, or other acts, necessary to be made or done in connection with such deed, bond, power, or other document.

(2) The fees prescribed for searches in and information obtained from the Deeds Registry shall be levied in respect of searches in and information obtained from the Land Titles Office maintained in Mbabane.

(3) The fees and charges mentioned in section 9(1)(b) of the Act shall be those set out in the Second Schedule:

Provided that the Registrar may, in his discretion, tax a bill for wasted costs.

(4) The part and item of the tariff under which the payment of fee or charge is claimed shall be indicated in a bill of costs presented for taxation.

*Forms (Third Schedule)*

50. The certificates of title to be issued by the Registrar under the Act and the further deeds or documents prescribed thereunder or under these Regulations shall be prepared substantially in the forms provided in the Third Schedule hereto.

*Repeal*

51. The Deeds Office Regulations made under section 5 of the Deeds Proclamation (*Cap. 6*) are repealed.

FIRST SCHEDULE  
(regulation 40)

NOTICE TO BE PUBLISHED IN TERMS OF REGULATION 40(6)  
IN RESPECT OF A LOST DEED

Notice is hereby given that I intend applying for a certified copy of .....  
(here insert description of the deed) No . ..... dated ..... passed by .....  
(here insert the name of the person, if any, passing the deed save in the case of a lost transfer  
and if none, omit the word "by". In the case of bonds insert the word "for" and the amount  
thereof in figures) in favour of ..... (here insert the name of the person in  
whose favour the deed was passed) in respect of certain ..... (here insert a description  
of the property still held under the title deeds). (Omit the words "in respect of certain" in the  
case of a notarial bond.)

Any person having objection to the issue of such copy is hereby required to lodge it in writing with the Registrar of Deeds within three weeks from the last publication of this notice.

Dated at ..... this ..... day of ..... 19 .....

\_\_\_\_\_  
(Signature of applicant or of his attorney)

SECOND SCHEDULE

TARIFF OF FEES AND CHARGES PRESCRIBED BY REGULATION 49(3)  
(Amended L.N.85/1973; Replaced in its entirety by L.N.14/1987; L.N.52/1995; Amended  
L.N.52/2003.)

*General notes.*

The fees specified in this tariff shall include all correspondence and shall also include the taking and giving of instructions, including the perusal of completed deeds of sale, the preparation and attendance on signature of all powers of attorney, declarations, affidavits, resolutions and other necessary preliminary and ancillary documents, the payment of transfer duty and of all rates levied by any lawful authority, the obtaining or making of all clearance or other certificates; the obtaining of endorsements or copies of documents from the office of the Master or other public office, the making of all necessary financial arrangements, including the provision and checking of guarantees and attending payment in terms thereof, the drawing

and preparation of any document required for execution or registration at a Deeds Registry and the obtaining of registration thereof, arranging simultaneous lodgment and registration with another conveyancer or other conveyancers, where necessary, giving all references required by the Deeds Registry for examination purposes and all attendances at the Deeds Registry, but shall not include any attendance in connection with the drawing and execution of deeds of sale, deeds of donation, deeds of exchange, preliminary partition agreements and documents of a similar nature, or in connection with the obtaining of any consent or certificate required under the Land Speculation Control Act, or any separate act of registration of any other document which may be necessary before or in connection with the first-mentioned act of registration.

*Definition.*

For the purposes of this tariff, a folio shall consist of 100 printed or written words or figures or part thereof. Four figures shall be reckoned as one word.

SECTION I

*Conveyance of ownership of immovable property (other than partition transfers, but including notarial cessions of land held under concession title).*

1. For all work in connection with obtaining of conveyance of ownership of immovable property in any manner not specifically mentioned elsewhere in this tariff, the fee shall be as set out in column B of Schedule of tariff of fees and charges prescribed by Regulation 49(3) to this tariff:

Provided that in the case of a conveyance in terms of Sections 16, 44 and 45 of the Act, the fee shall be 30 per cent of the amount set out in column B of the said Schedule.

2. If more than two properties are included in the same instrument of conveyance, an additional fee of E19.50 for each additional property.

SECTION II

*Partition transfers.*

Drawing and registration of each deed of partition transfer, inclusive of all preliminary and other work in connection therewith, but excluding attendances in connection with the framing of any provisional agreement: E195.00:

Provided that in the case of a partition of erven or lots the fee shall be E117.00 plus a further fee of E19.50 for each additional property or subdivision transferred to any one deed.

SECTION III

1. Certificates of title under sections 17, 33, 34, 35, 37, 38, 42, 46 and 62 of the Act and certificates of rights to minerals: E130.00.

NOTE. — In respect of all matters falling under this item there shall be a further fee of E19.50 for each additional property.

2. Certificates of consolidated title under section 39 and certificates of uniform title and amended title under sections 40 and 41 of the Act: E195.00 plus E19.50 for every additional constituent property after the first two properties.

#### SECTION IV

*Cessions of mineral rights, including cessions pursuant to partition of mineral rights.*

The fee shall be as set out in column B of Schedule of tariff of fees and charges prescribed by Regulation 49(3) to this tariff.

If more than one property is included in any cession referred to in this section an extra fee of E19.50 for each additional property.

#### SECTION V

*Bonds.*

1. The fee for mortgage bonds shall be as set out in column C of Schedule of tariff of fees and charges prescribed by Regulation 49(3) to this tariff.

2. The fee charged for auxiliary or surety bonds being mortgage bonds passed as additional security for another or a surety bond as security for another bond, shall be E97.50.

3. If more than one property is included in any bond referred to in item 1 or 2 above, an extra fee of: E6.50 for each additional property.

#### SECTION VI

*Notarial bonds.*

1. The fee for notarial general and special bonds shall be as set out in column D of Schedule of tariff of fees and charges prescribed by Regulation 49(3) to this tariff.

2. The fee for notarial bonds passed as additional security for a mortgage bond or another notarial bond or for a notarial surety bond passed as security for a mortgage bond or another notarial bond shall be E130.00.

#### SECTION VII

*Marriage contracts.*

Taking instructions, drawing contract and necessary copies, attending on execution and registration, including all correspondence and other necessary attendances: E65.00.

#### SECTION VIII

*Other notarial deeds.*

1. Framing any notarial waiver of preference by mortgagee, usufructuary or other holder of a limited interest, or other notarial consent required under the Act or these regulations: E65.00.



2. Framing any notarial lease, servitude, prospecting contract, donation or other notarial deed (other than those elsewhere specially provided for in this tariff), a fee assessed according to the length and complexity thereof, with a minimum of E97.50.

NOTE. — Items 1 and 2 above shall include all necessary copies of the deeds, the taking and giving of instructions, the drawing of all powers of attorney, affidavits, certificates, correspondence and all other attendances required in connection therewith as referred to in the general notes at the head of this tariff.

#### SECTION IX

*Cancellation, cession or variation of bonds, release of persons or property from bonds and waiver of preference in regard to ranking of bonds.*

1. (a) Drawing consent to cancellation of bond, consent to cancellation of cession of bond, reduction of capital or release of person or property from a bond, framing waiver of preference in regard to the ranking of a bond, framing consent of mortgagee, usufructuary, lessee or holder of other limited interest required by the Act or these regulations and not otherwise provided for in this tariff (not notarial) and attending registration thereof, inclusive of instructions, correspondence and all relevant attendances: E52.00.

(b) Drawing any of the documents referred to in item 1(a) above and attending registration thereof, inclusive of instructions, correspondence and all relevant attendances in respect of a second or subsequent bond or bonds when such document or documents has or have been drawn by the same conveyancer in respect of the first bond between the same parties over the same property and such documents are or can be lodged simultaneously as a set: E19.50.

2. Drawing cession of bond, agreement or consent to variation of terms of bond, including instructions, attendances on mortgagor and mortgagee, correspondence and all relevant attendances including registration: E58.50.

3. Drawing consents under section 56 of the Act, including instructions, all attendances on mortgagee and new debtor, correspondence and miscellaneous attendances including registration: E58.50.

#### SECTION X

*Miscellaneous.*

1. Attendance on behalf of transferor or transferee, mortgagor or mortgagee supervising conveyance from or to transferor or transferee or supervising bond when documents prepared and lodged by another conveyancer, inclusive of all instructions, correspondence, and miscellaneous attendances relevant to such supervision:

(a) when the value of the property or amount of the bond does not exceed E20,000.00: E32.50;

(b) where the value of the property or amount of the bond exceeds E20,000.00: E52.00.

2. Instructions and attendances on inspecting, checking, arranging and lodging for endorsement of amendment of title under section 43 of the Act, inclusive of all necessary attendances: E52.00.

3. Attending Deeds Registry for certificate of any act of registration required, inclusive of instructions and other relevant attendances: E19.50.

4. Attendance on and lodging title deed for endorsement in terms of Section 46 of the Act, of layout of township or settlement, inclusive of instructions, correspondence and all relevant attendances: E97.50.

5. (1) Procuring registration of change of name:

(a) where no advertisement is required: E26.00 plus E6.50 for every extra deed after the first deed;

(b) where advertisement is necessary: E58.50 plus E6.50 for every extra deed after the first deed.

(2) Procuring an amendment of any deed in terms of section 6(1)(b) of the Act: E26.00 plus a fee of E6.50 for every extra deed.

NOTE. — The above fees include instructions, the drawing of necessary applications, correspondence and all relevant attendances and, in the case where advertising is necessary, include also drawing and placing of the necessary advertisements.

6. Attendance and searching at Deeds Registry for information required, other than information required for preparation or registration of a deed, including instructions, correspondence and all relevant attendances, per half hour or part thereof: E13.50.

*Reporting per folio: E6.50.*

7. Drawing notice of application for issue of a certified copy of a deed, including instructions, publication of notice of application to Registrar, filing of necessary documents for registration, correspondence and all relevant attendances: E91 .00.

8. Attendances on obtaining certified copy of any deed from Deeds Registry where no advertising is required, inclusive of instructions, filing of necessary documents, correspondence and all relevant attendances: E19.50.

9. Attendance on Surveyor-General for metrication of any diagram or obtaining copy of any diagram from the Surveyor-General, including instructions, application, correspondence and all relevant attendances: E9.75.

10. Attendance on local or other authority to obtain approval in terms of any law of subdivisional diagrams: E39.00.

11. Drawing any affidavit or application in regard to any separate act of registration or endorsement not specifically mentioned in this tariff, or for the creation of township conditions against the remainder of the property, or for the lapsing of any condition of title, inclusive of taking and giving instructions, correspondence and all other attendances in connection with such affidavit or application: E26.00 plus E6.50 for each extra folio where such affidavit or application exceeds one folio in length.

12. Attending on registration of any document not elsewhere provided for in this tariff, including registration of general powers of attorney, copies of antenuptial contracts, duplicates of notarial bonds previously registered in another Deeds Registry and other such like documents, inclusive of the taking and giving of instructions, correspondence and all relevant attendances: E19.50.

13. Attending to filing at Deeds Registry any document relating to any person, partnership, association or company where such filing is independent of any particular act of registration being attended to by that conveyancer, inclusive of instructions, correspondence and all relevant attendances: E13.00.

14. For attendance on taxation where required, including all necessary relevant attendances and correspondence: a fee equal to 5 per cent of the fees allowed on taxation shall be chargeable by the conveyancer submitting the bill of costs, and a fee equal to 5 percent of the total fees originally reflected in that bill of costs shall be chargeable by the conveyancer opposing taxation, subject to a minimum fee of E9.75 in respect of each conveyancer.

Column A	Column B	Column C	Column D
<i>Purchase price or value of property or amount of bond</i>	<i>Fees for conveyance of immovable property</i>	<i>Fees for mortgage bonds</i>	<i>Fees for notarial bonds</i>
	E	E	E
E400 or less	117.00	78.00	117.00
Over E400 up to and including E1 000	136.50	105.00	136.50
Over E1 000 up to and including E2 000	175.50	120.00	156.00
Over E2 000 up to and including E4 000	214.50	136.50	175.50
Over E4 000 up to and including E6 000	253.50	156.00	190.00
Over E6 000 up to and including E8 000	273.00	175.50	214.50
Over E8 000 up to and including E10 000	292.50	190.00	234.00
Over E10 000 up to and including E12 000	312.00	214.50	253.50
Over E12 000 up to and including E14 000	331.50	234.00	273.00
Over E14 000 up to and including E16 000	351.00	253.00	292.50
Over E16 000 up to and including E18 000	370.50	273.00	312.00
Over E18 000 up to and including E20 000	370.00	292.50	331.50
Over E20 000 up to and including E25 000	429.00	322.40	361.40
Over E25 000 up to and including E30 000	468.00	351.00	390.00
Over E30 000 up to and including E35 000	507.00	380.90	419.90
Over E35 000 up to and including E40 000	546.00	409.50	448.50
Over E40 000 up to and including E45 000	585.00	439.40	478.40
Over E45 000 up to and including E50 000	624.00	468.00	507.00
Over E50 000 up to and including E60 000	663.00	497.70	536.90
Over E60 000 up to and including E70 000	702.00	526.50	565.50
Over E70 000 up to and including E80 000	741.00	556.40	595.40
Over E80 000 up to and including E90 000	780.00	585.00	624.00
Over E90 000 up to and including E100 000	819.00	614.70	653.90
Over E100 000 up to and including E150 000	916.50	673.40	712.00
Over EE150 000 up to and including E200 000	1 014.00	731.70	770.90
Over E200 000	1 014.00 for	731.70 for	770.90 for the

the first E200 000 plus E200.00 per E100 000 or part thereof thereafter.	the first E200 000 plus E200.00 per E100 000 or part thereof thereafter.	first E200 000 plus E200.00 per E100 000 or part thereof thereafter.
--	--	---

SCHEDULE OF FEES OF OFFICE  
(Replaced L.N.52/1995; L.N.52/2003.)

*Item.*

1. For the registration of any deed conveying or evidencing the ownership of land, of mineral rights or cessions thereof, of a certificate of registered real rights and of a mortgage bond ..... 15.00
2. For the opening of a township register including any consequential endorsement
  - for the first 100 lots or part thereof ..... 180.00
  - thereafter for every additional 100 lots or part thereof ..... 90.00
3. For the registration of any notarial deed other than under Item 1 ..... 12.00
4. For the registration of a suretyship contained in any bond – the like fee as for the bond.
5. For the substitution of a bond —
  - (a) where a new title is issued ..... 12.00
  - (b) where the existing title is endorsed ..... 7.50
6. For the registration of cancellation, cession or cancellation of cession of a bond or of the release of a person and/or his property from a bond or of a part payment of a bond or reduction of cover of a bond including any consequential endorsement ..... 7.50
7. For the registration of —
  - (a) an agreement varying the terms of a bond, a waiver of preference of one bond in favour of another or of any registrable real right in favour of a bond if such waiver is contained in the bond;
  - (b) a servitude contained in a deed of transfer over one piece of land in favour of other land or of a person, for each deed to be endorsed;
  - (c) a power of attorney including the eventual cancellation thereof;
  - (d) a change of name of any person or partnership under section 89 of the Act or of a company or society, for each deed;
  - (e) any amendment under section 6(1)(b) of the Act or under any law which is not specially exempted from the payment of fees, for each deed;
  - (f) the registration, cancellation, part payment or release or substitution of an advance made under the provisions of any law which does not provide for an exemption from payment of fees ..... 7.50

8. For the cancellation of the registration of a prospecting contract under section 82 or of a lease of land or rights to minerals, servitude or prospecting contract under section 86(1) of the Act ..... 7.50
9. For a certified copy of a deed, power or other document or of the entries on a folio of a register containing not more than 5 pages prepared in the Deeds Registry provided that certificates of authentication or attestation of a power of attorney shall be treated as part thereof 7.50  
     for every additional page or part thereof ..... 5.00  
     for any such copy if prepared by the applicant therefor, one half of the above fees.
10. (a) For any endorsement, note or act of registration not specially provided for, or  
 (b) for a certificate by the Registrar of any fact (in addition to the fee prescribed in respect of the information contained in such certificate):  
 ..... 4.50
11. For a report to Court made by the Registrar in terms of Section 93 of the Act ..... 4.50
12. For each bill of costs taxed —  
     for each E1.00 or fraction thereof of the amount of the bill submitted for taxation ..... 6.00
13. (a) for a search of an index to any register – for each name searched whether of person or property ..... 6.00  
 (b) for an inspection of any one deed, document or diagram or of a register – for each folio and continuation thereof inspected ..... 6.00  
 (c) for a search through a title (where no other method available) for each piece of land ..... 12.00  
 (d) for any continuous search for information – for the first hour of such search ..... 8.00  
     for each additional hour ..... 7.50  
     Should any of the searches mentioned in this item be made by the applicant or his duly authorised agent, one-half of the fees shall be charged:  
     Provided that in the discretion of the Registrar such half fees may also be charged in cases where access to the strong-rooms by members of the public is prohibited and application is made in person or by a duly authorised agent.
- (e) For any search not specially provided for, a fee to be fixed by the Registrar provided the minimum fee shall be ..... 6.00
14. Upon written application being made by any local authority to search the register or records of the Deeds Registry, the Registrar upon being satisfied that the information is required to enable such local authority to carry out its statutory powers or duties, may allow such search to be made on behalf of such local authority without charges or at a higher or lower charge:  
     Provided that where any information is supplied to a local authority on application the charge shall be E2.00 per entry.
15. When particulars of all bonds are taken regularly for publication in a newspaper or periodical, there shall be paid, if the Registrar is satisfied that such publication serves a public

purpose, a fee in respect of each bond of E2.00 whether such particulars are extracted from the bond itself or from any register in which such bond may be registered.

THIRD SCHEDULE  
(Schedule of Forms)

FORM A

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED GOVERNMENT TITLE

*(Issued under the provisions of section 17 of the Deeds Registry Act, No. 37 of 1968)*

WHEREAS the Government has applied under the provisions of section 17 of the Deeds Registry Act, 1968 for the issue to it of a certificate of registered Government Title in respect of the undermentioned land, being a piece of unalienated Government land which has been separately surveyed and is shown on the diagram annexed hereto;

NOW, THEREFORE, in pursuance of the provisions of the said Act, I, The Registrar of Deeds for Swaziland do hereby certify that the said

GOVERNMENT OF SWAZILAND

its successors in title or assigns is the registered owner of

CERTAIN ..... (describe the land giving its name, registered number and designation of the registration district and urban area (if any) in which it is situate, its area and a reference to the annexed diagram).

IN WITNESS whereof, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds for Swaziland at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

*REGISTRAR OF DEEDS FOR SWAZILAND.*

(Add a registration clause approved by the Registrar.)

FORM B

Prepared by me:

.....

Conveyancer.

DEED OF TRANSFER

Be it hereby made known:

THAT ..... appeared before me, the Registrar of Deeds for Swaziland, he, the said appearer, being duly authorised thereto by a power of attorney granted to him by

dated the ..... day of ..... 19..... and signed at .....

And the appearer declared that (here insert an appropriate recital of the nature of the transaction or the circumstances necessitating the transfer) and that he in his capacity aforesaid, did by these presents cede and transfer, in full and free property, to and on behalf of —

.....  
his heirs, executors, administrators or assigns;

CERTAIN ..... (here insert the description of the land or share therein to be conveyed, including the name, district and urban area (if any) and the area. The regulations governing the extending clause and reference to conditions must be observed).

WHEREFORE the appearer, renouncing all the rights and title ..... (insert name of transferor) heretofore had to the premises, did, in consequence also acknowledge (him, his or it etc) to be entirely dispossessed of, and disentitled to the same; and that, by virtue of these presents the said ..... , heirs, executors, administrators or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving, its rights, and finally acknowledging (here quote the purchase consideration).

IN WITNESS WHEREOF, I, the said Registrar, together with the appearer, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds for Swaziland at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

q.q.....  
(Signature of appearer)

In my presence:  
.....

REGISTRAR OF DEEDS FOR SWAZILAND  
(Add a registration clause approved by the Registrar)

N.B. In case of donation transfers, if a signed acceptance is lodged with the deed such acceptance should be quoted in the recital and no further reference would be necessary.

If it is desired to insert an acceptance clause in the deed such must appear immediately before the "In witness whereof" clause.

FORM C

Prepared by me:  
.....  
Conveyancer.

DEED OF PARTITION TRANSFER  
In terms of section 27 of the Deeds Registry Act, 1968  
(No. 37 of 1968)

BE it hereby made known:

THAT ..... appeared before me, the Registrar of Deeds for Swaziland, he, the said appearer, being duly authorised thereto by a power of attorney granted to him by ..... (insert names of parties to partition) dated the ..... day of ..... 19..... and signed at .....

AND the appearer declared that whereas his said principals heretofore held and possessed in joint ownership ..... (describe the land to be partitioned giving the share held by the transferee and the number and date of his title) ..... and whereas the said joint owners have agreed to partition the said land by sub-dividing the same according to their respective interests therein and receiving transfer in severalty of such sub-divided portion;

NOW THEREFORE, the said appearer, in his capacity aforesaid and in pursuance of the above in part recited agreement, declared that he did by these presents cede and transfer in full and free property unto and on behalf of the said

.....

his heirs, executors, administrators or assigns —

..... (here describe the land giving the name, number, registration district and urban area (if any) and the area. Conform to the regulations relative to extending clause and insertion of conditions: all titles under which the land is held must be quoted with the dates thereof).

WHEREFORE the appearer, renouncing all the right and title his principals heretofore jointly had to the premises, on behalf as aforesaid, did in consequence, also acknowledge his said principals with the exception of the above transferee to be entirely dispossessed of and disentitled to the land hereby transferred; and that, by virtue of these presents, the said

.....

his heirs, executors, administrators, or assigns, now is, and henceforth shall be entitled thereto conformably to local custom, Government, however, reserving its rights;

AND finally acknowledging his remaining principals to have received as a consideration transfer of their respective (portion, portions or share in, as the case may be) in the landed property partitioned as aforementioned.

IN WITNESS WHEREOF I, the said Registrar, together with the appearer, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds for Swaziland at Mbabane on this ..... day of ..... in the year of our Lord, One Thousand Nine Hundred and .....

In my presence:

q.q.....  
(Signature of appearer)

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar)



FORM D

Prepared by me:

.....

Conveyancer.

DEED OF TRANSFER

*By virtue of section 32 of the Deeds Registry Act, 1968*

Be it hereby made known —

THAT in obedience to an Order of ..... I, the Registrar of Deeds for Swaziland, by virtue thereof, cede and transfer in full and free property to and on behalf of

.....

his heirs, executors, administrators or assigns,

CERTAIN ..... (describe the property, giving name, number, registration district, urban area (if any) and observe the regulations relative to extending clause and conditions)

AND that by virtue hereof the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane.

on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND

(Add a registration clause approved by the Registrar.)

FORM E

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE

*Issued under the provisions of section 36 of the Deeds Registry Act, 1968*

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title under the provisions of section ..... of the Deeds Registry Act 1968, and whereas he is the registered owner of the undermentioned land held by him under Deed of ..... (quote title) No ..... dated .....

NOW, THEREFORE, pursuant to the provisions of the said Act I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

CERTAIN ..... (describe land giving name, number, registration district, urban area (if any) and observe the regulations relative to extending clause and conditions).

AND that by virtue of these presents (he, she or it) is now and henceforth shall be entitled thereto conformably to local custom, Government however, reserving its rights.

IN WITNESS WHEREOF I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane. on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND

(Add a registration clause approved by the Registrar.)

FORM F

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE

Issued under the provisions of section 33(2) of the Deeds Registry Act, 1968.

WHEREAS ..... has supplied for the issue to him of a Certificate of Registered Title under the provisions of subsection (2) of section 33 of the Deeds Registry Act, 1968, in lieu of ..... (describe the deed) No ..... dated ..... which has been lost or destroyed and whereas the land therein described is held in joint ownership and the share held by the applicant under the aforementioned deed is that hereunder described:

NOW, THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

..... (describe the land, giving the name, number, registration district, urban area (if any) and comply with the extending clause and conditions);

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF I, the Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand

Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND

(Add a registration clause approved by the Registrar.)

FORM G

(Form for publication in terms of section 37)

NOTICE is hereby given that, under the provisions of section 37 of the Deeds Registry Act, 1968, I, the Registrar of Deeds for Swaziland at Mbabane intend to issue a Certificate of Registered Title in lieu of (here describe the deed) No ..... dated ..... passed by ..... (here insert the name of the transferor) in favour of ..... (here insert the name of the person in favour of whom the deed was passed) in respect of certain ..... (here insert the description of the property) which has been lost or destroyed.

A copy of the proposed certificate (add: and of the diagram, if such be the case) is open for inspection in the Deeds Registry free of charge by any interested person for a period of six weeks from the date of the first publication of this notice.

All persons having objection to the issue of such Certificate are hereby required to lodge the same in writing with the Registrar of Deeds at Mbabane within six weeks after the date of the first publication hereof in the Gazette.

Dated at Mbabane this ..... day of ..... 19 .....

REGISTRAR OF DEEDS FOR SWAZILAND.

FORM H

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE IN LIEU OF LOST DEED

(Issued under the provisions of section 37 of the Deeds Registry Act, 1968)

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title in lieu of ..... (describe the deed) No ..... dated ..... which has been lost or destroyed, and whereas it appears that he is the registered owner of the land hereinafter described;

NOW THEREFORE in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of:

..... (here describe the land, quoting the name,

number, registration district, urban area (if any) and comply with the regulations as to existing conditions giving extending clause where a diagram is not annexed) .....

And that by virtue of these parents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM I

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE

(Issued under the provisions of section 38(1) of the Deeds Registry Act, 1968)

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title in terms of section 38(1) of the Deeds Registry Act, 1968:

AND WHEREAS the said ..... is the registered owner of the herein-after mentioned property under Deed of Transfer No ..... registered on .....

AND WHEREAS the said property was again transferred to the said ..... under Deed of Transfer No ..... registered this day in order to correct an error in registration;

AND WHEREAS the said ..... now holds the said property under two deeds of transfer and it is necessary to rectify the aforesaid registration;

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

..... (describe the land, quoting name, number, registration district, urban area (if any) and comply with the regulations as to existing conditions and extending clause) .....

(N.B. Both titles under which the applicant holds the property must be quoted)

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM J

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE

(Issued under the provisions of section 38(3) of the Deeds Registry Act, 1968)

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title in lieu of ..... (describe deed) ..... No ..... dated ..... free of the (conditions) or (servitudes) therein reading ..... (quote the conditions or servitudes affected) ..... which (have lapsed by merger duly noted or have been cancelled, as the case may be) and whereas it appears that he is the registered owner of the land hereinafter described;

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

..... (describe the land, quoting the name, number, registration district, urban area (if any) and comply with regulations as to existing conditions and extending clause);

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

ALTERNATIVE FORM NOT QUOTING CONDITIONS OR SERVITUDES AFFECTED

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title in lieu of ..... (describe the deed) No .....

dated ..... free of the (conditions) or (servitudes) therein which (have lapsed by merger duly noted or have been cancelled, as the case may be) and whereas it appears that he is the registered owner of the land hereinafter described;

NOW THEREFORE ..... (follow the form set out above – the only variation being in regard to the introductory paragraph).

FORM K

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF CONSOLIDATED TITLE

*(Issued under the provisions of section 39 of the Deeds Registry Act, 1968)*

WHEREAS ..... has applied for the issue to him of a Certificate of Consolidated Title under the provisions of section 39 of the Deeds Registry Act, 1968; and

WHEREAS he is the registered owner of (here describe the pieces of land, omitting the areas) held under deeds of (describe the title) Nos ..... dated ..... which have been consolidated into the land hereinafter described;

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

..... (describe the land giving name, number, registration district, urban area (if any) and comply with the regulations relative to conditions) .....

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar)

FORM L

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF AMENDED TITLE

*(Issued under the provisions of section 41 of the Deeds Registry Act, 1968)*

WHEREAS ..... has applied for the issue to him of an Amended Title (on survey or re-survey) under the provisions of section 41 of the Deeds Registry Act, 1968, and

WHEREAS it appears that he is the registered owner of ..... (describe the land omitting the area) ..... held under ..... (describe the title) No ..... dated ..... (which has been surveyed or re-surveyed) as hereinafter described;

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns, is the registered owner of —

..... (describe the land giving name, number, registration district, urban area (if any) and comply with the regulations relative to any conditions) .....

AND that by virtue of these presents, the said ..... his heirs, executors, administrators, or assigns now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM M

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED TITLE

*(Issued under the provisions of section 42 of the Deeds Registry Act, 1968)*

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Title under section 42 of the Deeds Registry Act, 1968 in respect of the undermentioned land being portion of the land registered in his name under ..... (describe the title under which the applicant holds);

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators or assigns, is the registered owner of

..... (describe the land, giving name, number, registration district, urban area (if any) and observing the regulations relative to diagram deed and conditions) .....

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM N

FORM OF ENDORSEMENT UNDER THE PROVISIONS OF SECTION 43 OF THE ACT

The land herein described has been re-surveyed and now measures ..... (here quote area according to the new diagram) ..... in accordance with Diagram S.G. No. S. .... / ..... approved by the Surveyor-General on .....

REGISTRAR OF DEEDS FOR SWAZILAND.

Date .....

FORM O

Prepared by me:

.....

Attorney

Notary

Conveyancer.

*(Form of consent by survivor and the legal holder of a bond under section of 44 of the Act.)*

I, ..... (full names and date of birth) ....., the surviving spouse of the late ....., and the mortgagor under mortgage Bond No ..... dated ..... passed by me in favour of ..... for the sum of ..... do hereby —

- (a) consent to the release of the estate of my said late spouse from liability under the said bond;
- (b) assume full liability for all indebtedness under the said bond; and
- (c) consent to the substitution of myself as the sole debtor in respect of the said bond;



and, I ..... the legal holder of the aforementioned bond, do hereby consent to the release, assumption of liability and substitution of debtor as aforesaid.

Dated at ..... this ..... day of .....

.....  
Signature of Survivor

As Witness:

1 .....

2 .....

As Witness:

1 .....

2 .....

.....  
Signature of legal holder of bond.

FORM P

*(Form of endorsement of title under section 46(3) of the Act)*

The land herein described has been laid out into (lots or erven as the case may be) in accordance with General Plan S.G. No. S ..... / ..... (approved or compiled) by the Surveyor-General on ..... and booked in a separate register under the name of —

.....  
(Bold letters)

REGISTRAR OF DEEDS FOR SWAZILAND.

Date .....

FORM Q

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF TOWNSHIP TITLE

*(Issued under the provisions of section 46(4) of the Deeds Registry Act, 1968)*

WHEREAS ..... has applied for the issue to him of a Certificate of Township Title under section 46(4) of the Deeds Registry Act, 1968, and whereas he is the registered owner of ..... (here describe the land held under his title deed) ..... under (describe the title deed under which the applicant holds) No ..... dated ..... and whereas he has laid out a township called ..... upon a portion of the aforementioned land, hereinafter described;

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....  
his heirs, executors, administrators, or assigns, is the registered owner of —

CERTAIN Portion ....., now known as the Township of ....., of the farm (quote name, number, registration district, urban area (if any) and quote the diagram deed and the last deed in accordance with regulations)

MEASURING ..... as will more fully appear from diagram S.G. No. S ..... / ..... hereunto annexed, approved by the Surveyor-General on .....  
(here observe the regulations regarding conditions)

AND that by virtue of these presents the said ..... his heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, Government, however, reserving its rights.

IN WITNESS WHEREOF I, the said Registrar of Deeds, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM R

(Form of consent to substitution of debtor under section 56(1) of the Act)

CONSENT TO SUBSTITUTION

Prepared by me:

.....  
Attorney  
Notary  
Conveyancer.

WHEREAS I, ..... am the legal holder of Mortgage Bond No ..... dated ..... passed by ..... for the sum of ..... whereby was hypothecated as a ..... (ranking) ..... mortgage

CERTAIN ..... (here describe the property .....

AND whereas there still remains due and owing, under the said bond, the full amount (where this is not so the balance due must be stated and a separate consent to noting of partpayment must be lodged);

AND whereas the said ..... has disposed of the aforesaid land

to ..... who is ready and willing to take over the liability of the said ..... and be substituted for the said transferor as the debtor under the bond;

NOW THEREFORE, I agree under the provisions of the said Act, that the proposed transferee aforesaid shall be substituted as debtor under the bond and that as from the date of execution of the transfer the transferor shall be released from any obligation under the said bond;

Dated at ..... this ..... day of .....

.....  
Signature of mortgagee.

As witness:

1 .....  
2 .....

AND I,.....the proposed transferee aforesaid, having read the above consent of the legal holder of the bond do hereby consent to accept transfer of the land subject to such bond and to be substituted for the transferor as debtor thereunder and hereby assume full liability for the indebtedness under the said bond in terms of the provisions of the said Act.

Dated at ..... this ..... day of .....

As Witness:

1 .....  
2 .....  
Signature of proposed transferee.

N.B. The provisions of section 56(4) of the Act must be observed where necessary. In case of a covering bond the amount owing need not be disclosed and if the bond is being substituted for a lesser amount, a reduction of cover must be noted.

FORM S

*(Form of endorsement on mortgage bond under section 56(2)(c) of the Deeds Registry Act, 1968)*

ENDORSEMENT PURSUANT TO SECTION 56 OF THE DEEDS REGISTRY ACT, 1968.

Under Deed of Transfer No ..... dated ..... (here insert name and date of birth of transferee) ..... is now the registered owner of the land hypothecated hereunder and is hereby substituted as debtor under this bond.

REGISTRAR OF DEEDS FOR SWAZILAND.

Dated .....

FORM T

*(Form of endorsement on title deed under section 57(5) of the Act)*

ENDORSEMENT PURSUANT TO SECTION 57(5) OF THE DEEDS REGISTRY ACT,  
1968

The property herein described has, by virtue of the provisions of the Act relating to insolvency (or in terms of an Order of Court, as the case may be) been restored to ..... (transferee or cessionary etc. as the case may be) who may deal therewith as provided in the aforementioned section of the Act.

REGISTRAR OF DEEDS FOR SWAZILAND.

Dated .....

FORM U

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF REGISTERED REAL RIGHTS

(Issued under the provisions of section 62 of the Deeds Registry Act, 1968)

WHEREAS ..... has applied for the issue to him of a Certificate of Registered Real Rights under section 62 of the Deeds Registry Act, 1968, and whereas he is the holder of ..... (describe the nature of the real right) ..... in and upon the under mentioned land under and by virtue of ..... (describe the deed conferring title to the real right) .....

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

is the registered holder of ..... (describe the nature of the right) ..... in and upon —

..... (describe the property giving name, number, registration district, urban area (if any) .....

Subject and entitled to the following conditions (if any) .....

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM V

Prepared by me:

.....

Conveyancer.

CERTIFICATE OF RIGHTS TO MINERALS

(Issued under the provisions of section 70 of the Deeds Registry Act, 1968)

WHEREAS ..... has applied for the issue to him of a Certificate of Rights to Minerals under section 70 of the Deeds Registry Act, 1968, and whereas he is the holder of ..... (describe the nature of the right) ..... in and upon the undermentioned land under and by virtue of ..... (describe the title conferring, or Order-in-Council vesting, such right as the case may be) .....

NOW THEREFORE, pursuant to the provisions of the said Act, I, the Registrar of Deeds for Swaziland, do hereby certify that the said

.....

his heirs, executors, administrators, or assigns (or successors – in title or assigns, as the case may be) is the holder of —

..... (describe the nature of the right) ..... in and upon ..... (describe the mineral area according to the diagram) ..... Measuring ..... as will more fully appear from diagram S.G. No. 2 ..... /....., hereunto annexed, approved by the Surveyor-General on ..... Subject to ..... (here quote any prior-dated rights that may be of application) .....

IN WITNESS WHEREOF, I, the said Registrar, have subscribed to these presents and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at Mbabane on this ..... day of ..... in the year of our Lord One Thousand Nine Hundred and .....

REGISTRAR OF DEEDS FOR SWAZILAND.

(Add a registration clause approved by the Registrar.)

FORM W

Prepared by me:

.....

Attorney

Notary

Conveyancer.

CONSENT

(To cancellation, part-payment, reduction in cover, release, cession, cancellation of cession, substitution etc., of from or under bonds)

I the undersigned .....

the legal holder of the undermentioned bond, namely:

Number ..... date ..... passed by .....

in favour of ..... for the sum of .....

\*\*and ceded to .....

\*\*by cession registered on .....

Do hereby consent to —

.....

.....

Dated at ..... this ..... day of .....

Witness —

1 .....

2 .....

\_\_\_\_\_

NOTE. — If bond was not ceded delete\*\*. Omit all irrelevant matter.