

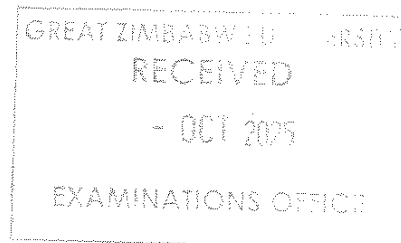


**HERBERT CHITEPO LAW SCHOOL
BACHELOR OF LAWS HONOURS DEGREE
EXAMINATION QUESTION PAPER**

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| MODULE | LLB 626 |
| MODULE NARRATION | CONYEYANCING |
| DATE | 2025 |
| DURATION | 3 HOURS |

INSTRUCTIONS TO CANDIDATES

1. Answer all questions.
2. Note when drafting documents devise your own data unless it is supplied.
3. You are advised to read all questions carefully before attempting to answer any.



QUESTION 1

- (a) What is the requirement, where in the case of property registered in favour of a partnership, a partner wishes to transfer or cede his share in that property? [2 Marks]
- (b) Describe the procedure of correcting an error in the name or description of any person mentioned in a Deed. [4 Marks]
- (c) What do you understand by a Dispensation Certificate? [2 Marks]
- (d) What is the essential difference between a Deed of Transfer and a Certificate of Title? [2 Marks]
- (e) DRAFT the EXTENDING CLAUSE in a Deed of Transfer in the following circumstances:
- (i) where the property is held by two people in equal shares;
 - (ii) where there is a new subdivisional transfer;
 - (iii) where the name of the Appearer's Principal has changed;
 - (iv) where the Holding Deed is both the Diagram Deed and the Deed of Grant. [4 Marks]

- (f) DRAFT the CONDITIONAL CLAUSE in a Deed of Transfer where:-
- (i) an existing condition need not be carried forward;
 - (ii) where there is a new condition to be included in the new Deed. [2 Marks]
- (g) What must be contained in, and annexed to, a written Consent of the registered owner and the purchaser for the Endorsement on the Title Deed of the land concerned that such land is subject to a contract of the sale of such land on instalments? [6 Marks]
- (h) List the instances where it is not necessary for the surviving spouse to be joined in his or her personal capacity with the Executor in a transfer lodged in a Deeds Registry relating to land which is an asset in a joint estate. [3 Marks]

QUESTION 2

Jack MacDonald sells his property at Gun Hill to Peter Jones through ABC Estate Agency for \$950 000.00. You are nominated as the Conveyancer to attend to transfer. The Agreement of sale, together with the ten per centum (10%) deposit of \$95 000.00 is sent to you with instructions to do the conveyancing. You are advised that Peter Jones has been granted a Mortgage Bond by CABS for \$487 500.00. The cost clause is \$48 750.00 and is for a continuing security. The said Estate Agents ask you to protect them for their selling commission in the sum of \$42 000.00. A Deeds Office search reveals:

- (i) that the property is bonded by Beverly Building Society;
- (ii) that a Caveat is registered against the property.

In answer to a letter from the Mortgages Manager of Beverley Building Society, you are advised that an amount of \$92 500.00 is required to cancel their Bond and that Legal Practitioner, John Bouchier Meyburgh, will be instructed by them to cancel their Bond.

From the search at the Deeds Office, you ascertain that the said Caveat placed against the property was in respect of a Judgment obtained against Jack MacDonald and that Legal Practitioner, John Smith, acting for the judgement creditor, instructed the Deputy Sheriff to attach the property. The capital and costs owing in terms of the Judgment amount to \$5 800.00.

Legal Practitioners, Michael Lawyer and Associates, are instructed by CABS to register the new Bond in favour of CABS.

(a) Detail, in point form, all the financial arrangements you would have to make before and after registration to give effect to the registration of the transfer.

[12 Marks]

(b) Detail, showing all your calculations, what duties and registration fees are to be paid in respect of each of the above transactions which will have to be lodged simultaneously in the Deeds Office for registration.

[9 Marks]

(c) Draw the lodging cover.

[4 Marks]

QUESTION 3

Your client, Peter Moneybags, has agreed to lend Ethel Ngoro the sum of \$150 000.00. Interest is to be calculated on the capital advanced at the rate of three per centum (3%) below the prime lending rate applicable to Commercial Banks from time to time. Interest on the balance of the loan outstanding from time to time is payable

on the dates when the Capital repayments are payable. The Capital is to be advanced as to \$50 000.00 on date of registration of the Bond and thereafter the balance of the loan will be advanced against the production of Architect's Building Certificates. The Bond is to be repaid in equal capital instalments, the first of which is due and payable one (1) year after the date of registration of the Bond.

(a) DRAFT

- (i) The acknowledgement clause; [4 Marks]
- (ii) the cause of debt clause; [4 Marks]
- (iii) the interest and Capital Repayment clause; [8 Marks]
- (iv) four general clauses which are contained in a bond of this nature. [4 Marks]

(b) One year after registration of the Bond, the parties agree to alter the rate of interest payable in terms of the Bond to a flat rate of TWENTY PER CENTUM (20%)

Draw the Variation Agreement. [5 Marks]

QUESTION 4

Beauty Mapanga and John Ncube, who trade in partnership, own Stand 1234 Bluff Hill, which property is registered in the name of their partnership. They have obtained a Permit to subdivide the said property into one Subdivision. The Diagrams have been framed and approved and the Subdivision is called Lot A of Stand 1234 Bluff Hill. They sell the Remaining Extent to Mary Lamb for \$50 000.00. The whole of Stand 1234 is bonded to the People's Bank Limited, who have consented to the sale without requiring any amount

to be repaid in reduction of their bond. You have been instructed to attend to the conveyancing.

DRAFT

- (i) The Power of Attorney to give transfer to the Remaining Extent. **[5 Marks]**

- (ii) The Certificate of Registered Title. **[10 Marks]**

- (iii) The Release from the operation of the Bank's Bond in respect of the property to be transferred. **[10 Marks]**

END OF EXAMINATION