

SECOND SCHEDULE

THE DEEDS REGISTRY RULES

s. 9
[2 of 1931
4 of 1972
R. 28/9/1925
2/1957]

1. These Rules may be cited as the Deeds Registry Rules.
2. In these Rules "transport clerk" means the clerk assigned by the Registrar to take charge of the conveyancing branch of the registry and the person acting as that clerk.
3. If necessary, the charge of any branch registry may, with the approval of the Minister, be assigned by the Registrar to a sworn clerk and notary public.
4. All deeds, powers, and other documents, other than wills or codicils, tendered for passing, registration, deposit, or record, must be neatly and plainly written, type-written, or printed on vellum or stout and durable paper, with a sufficient margin for binding. No carbon copy of any type-written document will be accepted for the purpose of being filed as of record in the registry. Alterations and interlineations should not be made, and, if unavoidable, they must be properly initialled by the parties to the document.
5. (1) Deeds executed after these Rules come into force by or in favour of women must state whether the women are single, married, or widows, and, in the case of a married woman, must contain the full name of her husband and set forth whether she is married to him with or without community of property or subsequent to the 20th August, 1904.
(2) Women married by antenuptial contract prior to that date must be assisted by their husbands in executing deeds or powers except where, by antenuptial contract duly recorded or deposited, the wife has reserved to herself the right of managing her own property.
6. (1) Any person desiring to pass a transport, mortgage, or lease, required by law to be passed before the Court, shall lodge with the Registrar (or if there is a branch registry in the county, other than the county of Demerara, where the property being dealt with is situate then with the clerk in charge thereof) written instructions setting out the description of the property in question and the name or names of the parties concerned and their several addresses and descriptions, together with the document or documents upon which the right, title, or authority to complete or enter into the transaction is founded, and,

in the case of a transport of immovable property shall lodge at the same time the affidavits of purchaser and seller.

(2) Upon receipt of those instructions the Registrar shall cause due notice of the transport, mortgage, or lease to be published once in the *Gazette* on a Saturday.

(3) The instructions shall not be received from any person except the principal, his attorney, or a barrister or solicitor.

7. The instructions, duly completed and accompanied by all necessary supporting documents, shall be lodged before the hour of three in the afternoon on any day of the week (not being a public holiday) other than Saturday with the transport clerk, who shall note on the former the day and hour of receipt, but no instructions lodged later than Thursday at mid-day in any week shall be advertised on the Saturday during that week.

8. Any person having a right to oppose the passing of a transport, mortgage, or lease shall do so in the manner and subject to the conditions now or hereafter prescribed by rules of court.

9. (1) On receipt of the instructions, and on being satisfied that no opposition has been entered, that the instructions are complete and in order, with all necessary supporting affidavits and other documents, the transport clerk shall, as soon after the fourteenth day after the notice referred to in rule 5 as is possible, lay them before the Registrar who shall examine them.

(2) If the Registrar decides that the documents and title are in order for passing, he shall sign a certificate to that effect in the form annexed hereto, which certificate shall be affixed to the original transport, mortgage, or lease to which it relates, and thereafter the transaction shall be completed before the Court or the Registrar as the case may be. Whenever the Registrar is available, transports, mortgages, cancelment of mortgages, leases and other documents shall be passed and executed before him and whether executed before a Judge or the Registrar the Registrar shall take charge of the same and file and register them in the Deeds Registry, a grosse thereof being made for the use of the transportees, mortgagees or lessees as the case may be.

10. All instructions and all affidavits lodged with the Registrar shall be retained by him as records of the Deeds Registry and shall on no account whatever be delivered by him to any person. Grosses of transports or other documents of title lodged with the Registrar shall be retained by him until the transaction in connection with which they

have been lodged has been completed or abandoned or otherwise determined, when, if by virtue of such transaction they have ceased to have force, they shall be destroyed by him, but, if the case be otherwise, they shall be returned to the person who lodged them. Powers of attorney and other enabling documents lodged with the Registrar may be delivered by him to the person who lodged them whilst the transaction is pending provided the Registrar is satisfied that such persons would be inconvenienced by the retention of the same. Such documents shall be delivered to the person who lodged them when the transaction is completed, abandoned or otherwise determined, save as otherwise provided by these Rules.

11. No transport, mortgage, or lease, or other transaction to which the afore-mentioned certificate relates shall be passed after the expiration of three months from the date of the certificate, but the instructions and proceedings shall be commenced afresh.

12. In order to facilitate business, whenever instructions are lodged in which any question of fact mentioned in the Act or these Rules arises, a short statement of the several facts and circumstances, together with a table of descent, shall be lodged, if required by the Court or Registrar, with the documents proving those facts and circumstances.

13. Any person wishing to pass any transport, lease, mortgage, or transfer, in which his title is founded upon a will or inheritance *ab intestato*, must produce satisfactory proof to the Registrar of the death of any person whose death it is necessary to prove, or of any other fact affecting the title, and a certified copy of the will shall also be lodged with the instructions.

14. Proof of marriage shall be by affidavit or other evidence to the satisfaction of the Court or Registrar.

15. Proof of marriage by contract shall be by production of the antenuptial contract if it has been duly recorded, or a certified copy thereof if it has been duly deposited, and proof of community of goods shall be by affidavit.

16. Proof of intestacy shall be by certificate of the Registrar that no will is on record in the registry and also by an affidavit of some person who would probably know of the existence of a will, like the intestate's wife or husband, or parents, or children, or other near relative.

17. Proof of a person having died unmarried shall be by affidavit of someone well acquainted with the deceased.

18. Proof of a person having died childless shall be by affidavit of some person well acquainted with the family.

19. Whenever, from the lapse of time since the original title was passed, or otherwise, the Court or Registrar considers proof of the identity of any person passing a transport or mortgage to be necessary, the parties may be required to supply that proof by affidavit.

20. Where land is acquired with special conditions attached, other than conditions in any State grant or lease limiting the right of the owner, those conditions must as long as they remain in force be embodied in every transport of the land, except as regards conditions contained in a State and Government title.

21. No transport or lease of land specially hypothecated under a mortgage bond shall be passed until the mortgage bond has been duly cancelled, but this rule shall not apply to cases in which such land is transported—

(a) in execution of the judgment of any competent court by the officer appointed by law or by that court;

(b) by the trustee of the insolvent estate to which the land belongs;

(c) where the transferee specially accepts in writing the transport or transfer subject to the mortgage;

(d) under any special provision allowed by the Deeds Registry Act, or any other Act.

22. (1) Every transport or lease must quote the date and number of the grant or transport by which the party transporting or leasing holds, and must also refer to the diagram (if any) of, the property being transported; but no diagram shall be deposited or recorded in the registry until it has been certified by the Commissioner of Lands.

(2) The Registrar with the consent of the parties shall have power to substitute any diagram drawn or corrected by the Commissioner of Lands for the diagram originally presented.

(3) Where two or more distinct properties are to be conveyed by the same deed, each property must be described in a separate paragraph which shall set forth the particulars herein mentioned.

23. Any person seeking to pass a transport, lease, mortgage, or transfer, or to cancel a mortgage or lease, or to perform any act of a similar nature, on behalf of any other person, must lodge with the Registrar the power under which he claims to act at the time when he

files his written instructions, but this rule shall not apply to any power which may at the time have been already deposited or recorded in the registry, and of which a certified copy is lodged.

24. (1) A special power of attorney which provides only for the passing of a transport or lease, or the passing of a mortgage, or the cancelment of a mortgage or lease, and provides for no other purpose, shall be as nearly as possible in the form attached hereto and shall, subject to the provisions of the last preceding rule, be filed with the original transport, mortgage, lease, or cancellation to which it relates, and, if executed within Guyana, will not be accepted unless executed before a notary public, or attested by the signatures of two witnesses and by the certificate of a magistrate or justice of the peace that it was on the day and date thereof duly executed by the person therein named, who acknowledged himself to be perfectly acquainted with its true intent and object, and who, to the best of the knowledge and belief of the magistrate or justice, was the person he or she purported to be.

(2) A special power of attorney aforesaid shall plainly set out in the body thereof the duties to be performed on behalf of the principal and fully describe the property to be transported, or mortgaged, or leased, and shall not be used except in respect of the one transport, mortgage, lease, or cancellation with which it is filed.

25. Certified copies of transports, leases and transfers of leases passed under the Deeds Registry Act will be issued on application should the grosse thereof have been lost or destroyed, on the following conditions—

(a) the person in whose name the property or right conveyed or secured by such deed stands registered, shall make an affidavit describing the said deed and stating that it has not been pledged and is not being detained or held by anyone whomsoever as security for any debt or otherwise, and that it has been actually lost or destroyed and cannot be found though diligent search has been made, and further setting forth where possible the circumstances under which it was lost or destroyed and if the deponent is unable to give the circumstances such fact should be stated in the affidavit;

(b) he shall also furnish evidence of his identity on oath to the satisfaction of the Registrar;

(c) should such person be absent from Guyana, incompetent by reason of any legal disability, or dead, then the affidavit may be made by his legal representative or the legal representative

of his estate. In the case of an insolvent, in addition to the insolvent's affidavit an affidavit may be required from the assignee of his estate.

26. (1) Certified copies of mortgage bonds passed before the coming into force of the Deeds Registry Act, or passed and executed in accordance with that Act, or any cession of those mortgage bonds, will be issued, on application, if the grosse thereof has been lost or destroyed, on the following conditions—

(a) the person purporting to be the legal holder thereof shall make an affidavit giving a proper description of the bond and stating that it is lost or destroyed, as the case may be, and that at the time when it was so lost or destroyed he was the legal holder thereof, that it was not pledged or ceded to any other persons, that it cannot be found though diligent search for it has been made, and further setting forth where possible the circumstances under which it was lost or destroyed, and if the deponent is unable to give the circumstances the fact should be stated in the affidavit;

(b) if the person who was or purports to be the legal holder of the bond or cession is incompetent, incapable, dead, or absent from Guyana, the affidavit made by his curator, executor, or lawful representative, as the case may be;

(c) the holder aforesaid shall also insert three times on three consecutive Saturdays in the *Gazette* and in a newspaper circulating in the county in which the property the subject of the mortgage is situate, a notice, previously approved by the Registrar, to the following effect with any alterations necessary in each case:

LOST MORTGAGE BOND

Notice is hereby given that I intend applying for a certified copy of a mortgage bond for an amount of.....passed at.....on the.....day of....., 19....., no..... by..... [full name of mortgagor and address] in favour of [full name and address of mortgagee] by which [fully describing the property] was bonded. And all persons who may have any claim or right to the said mortgage bond or who may have any objections to the issue of that copy are hereby requested to lodge their objections in writing with the Registrar within six week from the publication of this notice.

Dated at.....this.....day of....., 19.....;

(Applicant's signature.)

(d) the legal holder aforesaid shall lodge with the Registrar the affidavit, the numbers and dates of issue of the *Gazette* in which the notice appeared, and one complete copy of the newspaper of each date on which the notice was published.

(2) After the expiration of the time mentioned in the notice the Registrar shall, if satisfied that no good reason to the contrary exists, grant the certified copy asked for in the place of the lost or destroyed grosse of the mortgage bond or cession, as the case may be; but the copy shall not be issued until he has caused the registers to be searched by a sworn clerk who shall certify in writing that, as far as can be ascertained from the registers and records, the mortgage bond or cession has not been cancelled or ceded, as the case may be, by the person by whom or by whose representative the application is made.

27. No grosse of any transport, mortgage, lease, or other document, and no copy of any deed issued in place of the lost or destroyed grosse, or of any copy of any mortgage bond or cession thereof hereinbefore mentioned shall be delivered to the person entitled to receive it unless he, or his agent duly authorised in writing has previously granted on the original deed or instrument a receipt for that grosse or copy, or, in the case of persons residing at a distance from Georgetown or New Amsterdam, has transmitted to the Registrar a written receipt duly witnessed therefor, and in the latter case the grosse or copy shall thereupon be transmitted by post to the person granting the receipt at his risk.

28. Certified copies of deeds conveying or mortgaging immovable property required for judicial purposes will be issued only on receipt of a written application, signed by a duly admitted barrister or solicitor, or, if there is no counsel or solicitor employed in the case, then on the written application of the party, giving full particulars of the purpose for which the copy or copies is or are required and having the words "Issued for judicial purposes only in..... [*naming the cause or matter*]" plainly and legibly written in large letters across every page of every copy so issued. That copy shall on no account whatsoever be used for any purpose other than that for which it is issued.

29. Every power of attorney, declaration, or affidavit required or allowed by any of the foregoing rules shall state in the body thereof by whom it has been drawn, and any power of attorney, declaration, or affidavit drawn by anyone other than the person on whose behalf it is to be used, or by a barrister or a solicitor, shall not be received.

30. Every deed of transport of immovable property shall, subject to any necessary alterations, be as nearly as possible in one of the forms attached hereto.

LAWS OF GUYANA

30 Cap. 5:01 Deeds Registry

CERTIFICATE OF REGISTRAR

(Nature of transaction is to be stated here.)

I hereby certify that I have examined, checked and satisfied myself as to the sufficiency of the title of..... [give name of transferor, mortgagor, or as the case may be] to pass the above-mentioned (transport, mortgage, or as the case may be) of [state property shortly] to and in favour of..... [state transferee, mortgagee, or as the case may be].

Dated at Georgetown, this.....day of....., 19.....
Registrar

r. 30 TRANSPORT
Guyana

County of.....

Before.....Chief Justice or Puisne Judge of Guyana aforesaid.

Be it known that on this day the.....of.....in the year one thousand nine hundred and.....appeared.....which appearer declared by these presents to cede, transport, and in full and free property to make over to and in favour of.....his heirs, executors, administrators and assigns [here describe fully the property] being of the value of.....dollars of the current money of Guyana aforesaid, transported on the the appearer acknowledging to be fully paid and satisfied for the same. And appeared at the same time.....who declared to accept of the foregoing transport and to be satisfied therewith.

In testimony whereof the parties have hereunto set their hands and I, the said judge, together with the transport clerk, have countersigned the same the day and year first above written, the seal of the Court being affixed hereto.

r. 30 TRANSPORT
Guyana

County of.....

Be it known that in obedience to a judgment (or order) of the High Court (or of the honourable.....in chambers, as the case may be) under the Deeds Registry Act, before.....Chief Justice or Puisne Judge of Guyana appeared.....an officer of the Court, which

appearer declared by these presents to cede, transport, and in full and free property to make over, to and in favour of his heirs, executors administrators and assigns.....[*here describe fully the property*] being the value of.....dollars of the current money of Guyana. And appeared at the same time who declared to accept the foregoing transport and to be satisfied therewith.

In testimony whereof the parties have hereunto set their hands and I, the said Judge, together with the transport clerk have countersigned the same the day and year first above written, the seal of the Court being affixed hereto.

SPECIAL POWER OF ATTORNEY TO TRANSPORT OR MORTGAGE s. 23

I,.....of.....do hereby constitute and appoint..... of.....to be my true and lawful attorney and agent for the special purpose hereinafter expressed, that is to say, in my name and on my behalf to appear before a Judge of the High Court of Guyana and then and there to give and pass transport of (*or as the case may be*) [*here describe the property*] sold by me to (*or mortgaged as the case may be, and the amount of the mortgage*) of.....to the said.....in due and customary form, and generally for effecting the purpose aforesaid to do whatsoever shall be requisite as effectually to all intents and purposes as if I myself could do if present and acting in person, and all and whatsoever my said attorney shall lawfully do or cause to be done in the premises I agree to allow and confirm.

In witness whereof I have hereunto set my hand at.....thisday of.....one thousand nine hundred and..... before.....and in the presence of the subscribing witnesses.

As Witnesses.

- 1.
- 2.

Signed before me, the.....to the best of my knowledge and belief being the person $\frac{\text{he}}{\text{she}}$ purports to be and appearing fully to understand the effect hereof.

Magistrate or Justice of the Peace

s.46

THIRD SCHEDULE

FORMS

FORM 1

DECLARATION OF SELLER

County of Demerara.

I, A.B. (*occupation and residence*) do solemnly and sincerely declare*—

(1) that on the.....day of.....19....., I sold to C.D. the property herein described, that is to say (*here describe the property*) and that the full and true consideration passing to me for the sale is the sum of..... And I further state that there is not any agreement, condition, or undertaking between me and the said C.D. whereby he is to pay or has paid to me or to any other person whomsoever for or in respect of or in connection with the purchase by him of the said property any sum of money over and above the said sum of..... save and except certain charges under the heading of stamp duty or registrar's fees.

(2) And I further state in respect of the said sale that I have not received and that I am not to receive nor has any other person received nor is any other person to receive for my use or benefit or at my instance or request any valuable consideration besides the said sum of.....

(3) †All of which I declare to be the absolute truth without any reservation whatever, and according to the Statutory Declarations Act.

c.5:09

Sworn
Declared before me at.....this.....day of....., 19.....,

*If for a transport, say "being duly sworn make oath and say as follows—".
†Omit if for a transport.

FORM 2

DECLARATION OF PURCHASER

County of Demerara.

I, C.D. (*occupation and address*) do solemnly and sincerely declare*—

(1) That on the.....day of.....19....., I bought from A.B. the property herein described (*here describe the property*) and that the

full and true consideration paid or to be paid by me for the property whether to the said A.B. or to any other person in connection with the sale is the sum of.....

(2) And I further state that I have not nor has any other person to my knowledge on my account paid nor is there by me or on my behalf to be paid any other valuable consideration for or in respect of or in connection with the alienation to me of the said property, save and except certain stamp duty and Registrar's fees.

(3) †All of which I declare to be the absolute truth without any reservation whatsoever, and according to the Statutory Declarations Act. c.5:09

Sworn
Declared before me at.....this.....day of....., 19.....

* If for a transport, say "being duly sworn make oath and say as follows—".
† Omit if for a transport.

SUBSIDIARY LEGISLATION

BUSINESS IN THE DEEDS REGISTRY

made by the Judges and approved by the Governor and Court of Policy on the 14th June, 1923, and amended on the 27th March, 1939

ARRANGEMENT OF RULES

RULE

1. Citation.
2. Interpretation.
3. Notice of opposition.
4. Entry of opposition.
5. Separate statement of reasons for opposition.
6. Inclusive notice of opposition.
7. Service of notice of opposition.
8. Action to enforce opposition.
9. Opposition on money claim.
10. Amendment, etc., of reasons for opposition.
11. Costs of unnecessary action.
12. Abandonment of opposition. Order of court.
13. Meaning of "order" in section 21.
14. Application under section 23.
15. Application under sections 35 and 37.

SCHEDULE—Forms.

Citation. 1. These Rules may be cited as Rules of the High Court (Deeds Registry).

Interpretation 2. (1) In these Rules—
"conveyance" means and includes transport, and long lease as defined in section 13 of the Act;
"opponent" means any person asserting a right to oppose the passing of a conveyance or mortgage;
"proponent" means any person proposing, and advertising his proposal under these Rules, to pass a conveyance or mortgage;
"the Registrar" means the Registrar of Deeds;
"the registry" means the deeds registry;
"registry of court" means the Supreme Court registry;

(2) A section or rule referred to by number means the section or rule respectively so numbered in the Act, or the rules contained in the Second Schedule thereto.

***3.** (1) An opponent may enter opposition in the registry by filing a notice thereof, in the form, and containing the particulars and requirements given, in the Schedule.

Notice of
opposition.
[R. 27/3/1939
3/1970
5/1970]
Schedule.

(2) The time for entering opposition to the passing of a transport, mortgage or lease shall expire at three o'clock in the afternoon of the thirteenth day after the advertisement of the transport, mortgage or lease in the *Gazette*.

(3) No notice of opposition may be filed in the registry after the time by this rule limited for opposition, nor, except under rule 5, may any alteration, amendment, or addition be made therein or thereto after it is filed.

4. At or immediately after the time when a notice of opposition is filed, the Registrar shall certify in the proper book against the property affected that opposition has been entered to the conveyance or conveyances, or mortgage or mortgages, to which the notice relates, and the time by these Rules hereinafter limited for bringing an action pursuant to the notice shall commence to run from the date when the Registrar shall so certify, notwithstanding the next following rule.

Entry of
opposition.

5. A notice of opposition may be filed without a statement therein of the reasons for opposition, but in that case the opponent shall, within three days after filing the notice (of which a Sunday, if that day intervenes, shall count as one), file in the registry a statement of the reasons in the form given in the Schedule, and the Registrar shall immediately thereupon certify in manner aforesaid that the opposition has been perfected.

Separate
statement of
reasons for
opposition.

Schedule.
Form 2.

6. Separate conveyances or mortgages of more than one property by the same proponent may be opposed by one notice of opposition, if the opponent has a claim against the proponent personally and if the first advertisements of the intended conveyances or mortgages are published on the same day.

Inclusive
notice of
opposition.

7. The opponent may, within three days after filing the notice of opposition, serve a copy thereof upon the proponent. If he shall not do so, the court may, in any action brought pursuant to the notice, disallow his costs (if any) of that action.

Service of
notice of
opposition.

* Amended since Republic Day by Rules 3/1970 and 5/1970 (See also Ordinance 27 of 1957 and Act 22 of 1970.)

LAWS OF GUYANA

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Cap. 5:01

Deeds Registry

[Subsidiary]

Rules of the High Court (Deeds Registry)

Action to enforce opposition.

8. (1) Within ten days after the Registrar has certified as required by rule 4, the opponent shall bring an action to restrain the conveyance or mortgage to which the notice of opposition relates, and if he has opposed by virtue of any claim in respect of which a right of action has then accrued to him, to enforce that claim also.

(2) If the right of action has accrued to the opponent after opposition entered, the court, if it be satisfied that the claim has been established, may give judgment accordingly.

Opposition on money claim.

9. (1) When a conveyance or mortgage is opposed for the reason that the proponent is indebted to the opponent in any sum of money, the proponent, upon lodging in the registry the amount of the alleged indebtedness and such additional amount as the Registrar may deem sufficient to abide the costs of any action pursuant to the opposition, may proceed to conveyance or mortgage as if no opposition had been entered.

(2) If judgment in the action be for the opponent, the Registrar, upon production to him of an office copy of the judgment, shall pay to the opponent so much of the amount lodged as is sufficient to cover the judgment and costs.

(3) If judgment in the action be for the proponent the Registrar, upon application by the proponent, shall refund to him the whole amount lodged.

Amendment, etc., of reasons for opposition.

10. (1) Unless by leave of the court, the opponent may not, in the action to be brought as aforesaid, allege in his statement of claim, or rely upon, any reason for opposition other than those contained in the statement thereof filed in the registry.

(2) An application to the court under this rule shall be made on summons in the action at any time after entry of appearance therein and before delivery of the statement of claim, but, unless the court shall otherwise order, the plaintiff shall deliver and file his statement of claim within the same time after appearance as is now limited for the purpose.

Costs of unnecessary action.

11. If several actions are brought in respect of several oppositions by the same opponent, the court may direct the plaintiff to pay the defendant's costs of any of those actions which, in the opinion of the court, were unnecessary, whatever their result may be.

Abandonment of opposition. Order of court.

12. If no action is brought in the manner and within the time by these Rules prescribed and limited, the proponent may apply *ex parte* to the court for an order that the opposition be declared abandoned,