

THE BOARD OF LEGAL EDUCATION

GHANA SCHOOL OF LAW

PROFESSIONAL LAW COURSE PART II 2014
SUPPLEMENTARY EXAMINATIONS
CONVEYANCING AND DRAFTING

NOVEMBER 28, 2014

Time Allowed: Three (3) Hours.

10.00 a.m. – 1.00 p.m.

INSTRUCTIONS TO CANDIDATES:

1. Read the instructions very carefully before beginning your answers.
 2. Answer FOUR (4) Questions. Answer at least ONE (1) question from each section.
 3. Candidates should write clearly and legibly.
 4. Do NOT write your name on your Answer book but do put down your seat or Index Number.
 5. Adhere strictly to the instructions on the front cover of your Answer book.
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SECTION ONE

QUESTION 1

X stool is the owner of land at Bawaleshie in the Greater-Accra Region of the Republic of Ghana. Your client Green World Company Limited is looking for land for agricultural purposes and has therefore consulted X stool. Green World Company Limited has informed you that X stool is willing to lease part of its land at Bawaleshie to him for a term of 50 years with an option for renewal for a further term of 45 years. The subjects of X stool use an access way across the southern end of the part of X stool land to be leased to Green World Co. Ltd. to a spring on W stool land to fetch water. They cannot be stopped now. Contrary to the usual conveyancing practice, the chief of X stool have asked you to draft the proposed lease between them and your client.

Draft the lease omitting the testimonium and attestation clauses.

(25 Marks)

QUESTION 2

Agya Koo of Techiman in the Brong-Ahafo Region has informed you that he has agreed to rent his property, "NYAME YE ODO Plaza", No. 2, Nana KB Street, Central Business District, Techiman, to Papa Ajasco, an illiterate businessman for his business operations in the Brong-Ahafo Region. The rent is five hundred Ghana

cedis per month. The lease is for fifteen years, with an option to renew for a further term of fifteen years. Papa Ajasco has agreed to pay two years rent advance. The parties have agreed to review the rent after every two years, subject to negotiations between the parties. The lease is to commence on December 1, 2014.

The property is bounded on the North by Adom Plaza belonging to Star Kist Limited and measuring two hundred (200) feet more or less, on the West by the property of Melcom Limited and measuring one hundred and eighty (180) feet more or less, on the South by the property of Jet Hotel and measuring two hundred (200) feet more or less and on the East by Ritz Towers and measuring one hundred and eighty (180) feet more or less and covering an area of zero point eight three (0.83) acre more or less and delineated and edged pink on the site plan annexed.

Draft the lease to give effect to the agreement between the parties herein, to include the following express covenants by the lessee:

- (i) to use the property for business purposes only;
- (ii) not to assign, sublet or part with possession of any part of the property being leased without the written consent of the lessor;

Include the lessor's covenant for quiet enjoyment, the forfeiture, testimonium and attestation clauses.

(25 Marks)

QUESTION 3

Ruby Owusu of Tema in the Greater Accra Region of the Republic of Ghana is interested in acquiring a parcel of land at Ada in the Greater Accra Region of the republic of Ghana. She has been negotiating for the purchase of the land from Mr John Wayo of House No. 6 Cashew Street, Teshie Nungua, Accra. An investigation conducted by the purchaser, disclosed that the land belonged to the Tettey family of Ada. However, it was leased to him on 1st June, 2004 by Nii Tettey III with the consent and concurrence of the family for a period of fifty (50) years. At the end of successful negotiations the vendor agreed to sell the land to Ruby for the sum of Fifteen Thousand Ghana Cedis. This has been fully paid by Ruby. The parties hereto executed the deed of transfer on 1st March, 2014.

Draft the appropriate instrument omitting the schedule.

(25 marks)

SECTION TWO

QUESTION 4

- a. Discuss the circumstances under which a mortgagee could request for a judicial sale of the mortgaged property and briefly outline the procedure involved as laid down by the Mortgages Act, 1972 (NRCD 96). In your view, does the mortgagee have an unfettered right to buy the property at such a sale? (10 marks)

- b. A gentleman named John Sarbah has approached you to draft his Will. He gave his address as No. 8, Dodowa Street, Laterbiokoshie, Accra. He wants

his wife, Esi Sarbah and his brother Mensah Sarbah to be appointed executors of the Will. His 2 adult children namely Kwesi Sarbah and Araba Sarbah are to be the beneficiaries of his Will. He owns two houses described as No. 8, Dodowa Street, Laterbiokoshie, which he intends to bequeath to his son Kwesi Sarbah but his wife Esi is entitled to live in it until she dies. The second house is described as No. 7, Dodowa Street, Laterbiokoshie, Accra and that is to go his daughter Araba. He has a current account with Zenith Bank, Accra main branch with number 000001 and wants any money in it to be shared equally between his two children named. House number 7, Dodowa Street Laterbiokoshie, which is currently rented out should be maintained as such and the rent proceeds applied solely to the maintenance and upkeep of his wife for her lifetime.

Draft a Will expressing all the intentions of John Sarbah (15 marks)

QUESTION 5

- a. Define joint tenancy and tenants in common and discuss the similarities and differences (10 marks)
- b. Mrs. Ewura Esi Newton of Nungua, Accra claims to be the owner of a plot of land at Lashibi, Tema. She says that she bought a plot of land from the Klanaa Family of La. This transaction was evidenced by a deed of conveyance dated January 1, 1999, which was in her name. She subsequently put up a three bedroom house on the land.

On July 1, 2004, her house was raided by armed robbers who took away her suitcase containing all her valuables and title deeds in respect of the house. On December 10, 2006 Ewura Esi applied for a loan from Dunamis Bank Limited to start an export business. She intends using the property as collateral. The Bank has requested her to submit the title deeds in respect of the house. Ewura Esi is worried since she cannot trace the title deeds to the property and has come to you for assistance.

Draft the appropriate instrument to confirm her ownership of the land. (15 marks)

SECTION 3

QUESTION 6

Mr. Kingsley Bekoe is the owner of House No. C/45/C5, at Community 5, Tema. He leased the property to Y-2K Limited for a term of five years at a rent of GHC1,000 per month. The premises were to be used as a duty-post for its Chief Executive Officer, Mr. Victor Anancy. The lease commenced on January 1, 2006.

One of the covenants of the lease was that Y-2K would not make any alterations to the premises without the prior consent in writing of Mr. Kingsley Bekoe. Before the term came to an end, Mr. Bekoe gave Y-2K Limited due notice that he would resume possession at the end of the term. However, in spite of the notice served and other forms of communication, Mr. Victor Anancy failed to deliver up possession of the premises to Mr. Bekoe. Eventually, Mr. Bekoe took the matter to the Rent Control Office at Tema. The Rent Control Officer invited the parties for a meeting in order to attempt an amicable settlement of the matter.

At the meeting, Mr. Victor Anancy argued that Mr. Bekoe was comfortably living in another house at Community 12, Tema and did not need the house he (Mr. Anancy) was living in. He also argued that due to earlier discussions, he had been made to believe that the landlord was interested in selling the premises to his company. Based on that the company had spent an additional twenty thousand Ghana cedis (GHC20,000.00) to renovate the premises and transform it to befit his status as its Chief Executive Officer. He stated that since his party was in power and the Inspector General of Police was his classmate, he would ensure that until the money was refunded to him, he would not move out of the premises.

Although Mr. Bekoe denied any knowledge of the alterations or any discussions in relation to the proposed sale of the premises, Mr. Anancy remained adamant. Due to the entrenched positions of both parties, the Rent Control Officer had no alternative than to ask the parties to go to court. Mr. Anancy has come to consult you for advice. **Advise him on his chances of success.** (25 marks)

QUESTION 7

Mr. Samuel Odotei is the owner of a three-bedroom property at Lashibi-Tema in the Greater-Accra Region of the Republic of Ghana and the Managing Director of Info Systems Limited, a computer firm. He agreed to rent out the property to Mr. Richard Larbi, one of his senior officers who had been transferred from Tumu to Tema.

The tenancy was for a period of ten years commencing from January 1, 1999. The agreed rent was one hundred and fifty Ghana cedis per month payable in advance every year. This was usually deducted from his salary at the end of every month.

In September 2007, Mr. Richard Larbi informed his employer/landlord that he had now been offered employment as the Area Manager for Sarandon Limited. He has indicated his intention to submit his resignation with effect from January 1, 2008. However, he offered to continue paying the rent by issuing post-dated cheques to Mr. Samuel Odotei to cover the unexpired period of the tenancy. The landlord tried in vain to get Richard to change his mind and remain as an employee of Info Systems Limited. When his efforts at persuading Richard to change his mind failed, Mr. Odotei took umbrage and has served Richard with a written notice to vacate the property with immediate effect. Richard has treated this notice with contempt and has continued to remain in the premises.

In February 2008, the landlord was compelled to institute an action against Richard Larbi at the Tema High Court asking for the forfeiture of the lease, since Richard was no longer his employee. Richard, on the other hand, is claiming that once the two

parties have executed a valid tenancy agreement, and he is able and willing to pay the rent, he is entitled to stay in the premises till the expiration of the tenancy in December 2009. The landlord has refused to accept the post-dated cheques, which were offered to him by Richard.

Richard wants your advice on his chances of success in the suit. (25 marks)

QUESTION 8

Ricky D is the owner of an apartment complex at Kasoa, known as "Peace and Love Flats". He recently moved to Berekuso in the Eastern Region of the Republic of Ghana to build more apartments near the new Ashesi University College campus. Prior to leaving for Berekuso, Ricky D entered into various arrangements for the occupation of the apartments in his absence.

He lets Apartment K1 out to Peter Wonder, his caretaker, a mason by occupation. He is expected to carry out repairs to the flats as and when they occur. Peter does not pay any money to him. However, at the end of every month Ricky deducts fifty Ghana cedis (GH¢50.00) from his salary. Ricky also keeps a key to Peter's apartment, primarily to inspect the state of the apartment at the weekends when Peter is away to his hometown for funerals.

Apartment K2 is given to Jules, Ricky's son, who has refused to get a job and is getting frustrated about his economic condition. He stays indoors most of the time, listening to "Boys Abre" music. Peter has been asked to keep an eye on him and to make sure that he serves him with meals regularly. Peter was therefore given a key to be able to enter Jules' flat and clean the place periodically in addition to serving him with meals.

Ricky agreed in writing ("This Licence Agreement") to give Apartment K3 to Mr and Mrs Pumpuni for a period of four years, commencing from 1st January 2011. They are to pay two hundred Ghana cedis (GH¢200.00) per month. They signed the document they entered into occupation and have paid two years' rent.

After a period of two years stay at Berekuso, Ricky D sold the entire apartment complex to Mr Adjetey, a real estate tycoon. Mr Adjetey wishes to evict all the occupants and redevelop the apartment complex. The occupants are very much aggrieved and have put up a fierce resistance to Mr Adjetey's efforts to evict them.

As a junior in the AAA law firm, Accra, your senior has requested you to take down instructions and advise Mr Adjetey on his eviction plan.

(25 marks)