

NATIONAL REDEMPTION COUNCIL DECREE
CONVEYANCING DECREE, 1973 (NRCD 175)

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IN pursuance of the National Redemption Council (Establishment) Proclamation, 1972, this Decree is hereby made:

PART I—MODES OF TRANSFER OF INTERESTS IN LAND

Section 1—Mode of Transfer.

(1) A transfer of an interest in land shall be by a writing signed by the person making the transfer or by his agent duly authorised in writing, unless relieved against the need for such a writing by the provisions of section 3.

(2) A transfer of an interest in land made in a manner other than as provided in this Part shall confer no interest on the transferee.

Section 2—Contracts for Transfer.

No contract for the transfer of an interest in land shall be enforceable unless—

(a) it is evidenced in a writing signed by the person against whom the contract is to be proved or by a person who was authorised to sign on behalf of such person; or

(b) it is relieved against the need for such a writing by the provisions of section 3.

Section 3—Transactions Permitted Without Writing.

(1) Sections 1 and 2 shall not apply to any transfer or contract for the transfer of an interest in land which takes effect—

(a) by operation of law;

(b) by operation of the rules of equity relating to the creation or operation of resulting, implied or constructive trusts;

(c) by order of the court;

(d) by will or upon intestacy;

(e) by prescription;

(f) by a lease taking effect in possession for a term not exceeding three years, whether or not the lessee is given power to extend the term;

(g) by a licence or profit other than a concession required to be in writing by section 3 of the Concessions Ordinance (Cap. 136);

(h) by oral grant under customary law.

(2) Sections 1 and 2 shall be subject to the rules of equity including the rules relating to unconscionability, fraud, duress and part-performance.

Section 4—Records of Customary Transfers.

(1) An oral grant of an interest in land under customary law shall be recorded in the form contained in the First Schedule, or as near thereto as circumstances permit, incorporating the essential features of the transaction sought to be effected, signed by the person making the transfer or by his agent lawfully authorised for that purpose, and certified by a registrar having jurisdiction within any part of the area to which the transaction relates.

(2) An adequate plan of the land to which the transfer relates shall, if available, be incorporated in the record referred to in subsection (1).

(3) The registrar shall without delay and without charge prepare three copies of the record referred to in subsection (1).

(4) The registrar shall deliver to the transferor and the transferee copies of the record certified by him, and shall dispose of the third copy as may be provided in regulations made under section 6.

(5) The registrar shall refer to a magistrate for determination any doubt concerning issues arising under this section.

Section 5—Effect of Record of Customary Transfer.

A record of a transfer of an interest in land certified by a registrar under section 4 shall as between the parties be prima facie evidence of the matters stated therein.

Section 6—Administration of Recording Scheme.

(1) The Chief Justice, after consultation with the Chief Lands Officer, may by legislative instrument make regulations providing generally for the administration of the scheme for recording customary transfers, prescribing the fee (if any) for the supply of copies, and permitting the public to inspect the records of such transfers at reasonable times.

(2) The Chief Justice may by notice published in the Gazette appoint any person to be a registrar of customary land transfers for the purposes of this Part, and shall in such notice specify the area within which such registrar shall exercise his functions:

Provided that until such notice is published the registrar of every District Court shall be deemed to be a registrar of customary land transfers for the purposes of this Part, and shall exercise his functions in relation to the magisterial district to which he is assigned.

(3) The Chief Justice shall appoint an official surveyor for each District Court and such other staff as the business of the District Court requires to provide for the administration of the scheme for recording customary transfers.

(4) Where any transfer relates to land falling within the area of jurisdiction of more than one registrar, the registrar for the area in which the transaction is recorded shall send a copy of the record to the registrars of each of the other areas to which the record relates.

Section 7—Failure to Record, and Unlawful Recording.

(1) An oral grant made under customary law shall be of no effect until it is recorded under section 4.

(2) The District Court shall authorise the registrar to execute a record of transfer where the transferor without lawful excuse refuses at the request of the transferee to execute a record of a transfer to which section 4 applies.

(3) Any transferor who executes a record of a transfer under section 4 without reasonable cause to believe that he has the right to do so shall be guilty of an offence and liable on summary conviction to a fine not exceeding five hundred cedis or to imprisonment not exceeding twelve months or to both.

Section 8—Evidence of Original Writing.

The rules of evidence which provide for the proof of the contents of an original writing by other evidence when the original writing is not available shall apply in the case of writings required by this Part.

Section 9—Implication of Intention from Writing.

The fact that a transfer of an interest in land was made in writing or evidenced in writing shall not by itself give rise to any implication concerning the intention of the parties as to the system of law which they intended to govern the transfer, but it shall be permissible to make any reasonable inference from the contents of any such writing.

Section 10—Definition of Transfer.

For the purposes of this Part, a transfer of an interest in land includes every sale, lease, gift or other creation or disposition of an interest in land.

Section 11—Application of this Part.

Nothing in this Part shall affect any transfer of an interest in land made before the commencement of this Decree.

PART II—EFFECT OF CONVEYANCES

Section 12—Parties to a Conveyance.

(1) In every conveyance of an interest in land, the expressions used to denote the parties to the conveyance shall be deemed to include their heirs, successors, personal representatives and assigns, except insofar as a contrary intention is expressed in the conveyance or appears by necessary implication.

(2) The persons expressed to be parties to a conveyance shall, until the contrary is proved, be presumed to be of full age and capacity at the date thereof.

Section 13—Subject-Matter of Conveyance.

(1) Any word used in a conveyance indicating the intention of the transferor to create or dispose of an interest in land shall be sufficient for that purpose.

(2) Every conveyance shall pass all interests and rights in the land which the transferor has power to convey, unless a contrary intention is expressed in the conveyance, or appears by necessary implication.

(3) A conveyance shall not be construed to convey any title or right which the transferor does not have the power to convey.

Section 14—Interest Taken by Transferee.

(1) A conveyance of an interest in land may operate to pass the possession or right to possession thereof, without actual entry, but subject to all prior rights thereto.

(2) A conveyance of an interest in land to a corporation sole by its corporate designation without words of limitation shall pass to the corporation the whole interest which the transferor had power to convey, unless a contrary intention appears in the conveyance.

(3) A conveyance of an interest in land to two or more persons, except a conveyance in trust, shall create an interest in common and not in joint tenancy, unless it is expressed in such conveyance that the transferees shall take jointly, or as joint tenants, or to them and the survivor of them, or unless it manifestly appears from the tenor of the instrument that it was intended to create an interest in joint tenancy.

Section 15—Persons Taking who are not Parties.

A person may take an interest in land, or the benefit of any condition, right of entry, covenant or agreement over or respecting land, although he may not be named as a party to the conveyance.

Section 16—Effect of Extinguishment of Reversion.

Where a reversion expectant on a lease of land is surrendered or merged, the immediately following reversion shall as against the lessee be deemed the reversion for the purpose of preserving the same incidents and obligations as would have affected the original reversion had there been no surrender or merger thereof.

Section 17—Voidable Conveyances.

(1) Subject to subsection (2), every conveyance of an interest in land made with intent to defraud creditors shall be voidable at the instance of any person thereby prejudiced.

(2) Subsection (1) shall not affect the law of insolvency for the time being in force, and shall not extend to any conveyance of an interest in land where the transferee took the interest in good faith and for valuable consideration.

(3) Every disposition for no consideration of an interest in land made with intent to defraud a subsequent purchaser shall be voidable at the instance of that purchaser:

Provided that no such disposition shall be deemed to have been made with intent to defraud by reason only that a subsequent conveyance for valuable consideration was made.

Section 18—Unconscionability.

The court shall have power to set aside or modify an agreement to convey or a conveyance of an interest in land on the ground of unconscionability where it is satisfied after considering all the circumstances, including the bargaining conduct of the parties, their relative bargaining positions, the value to each party of the agreement reached, and evidence as to the commercial setting, purpose and effect of their agreement, that the transaction is unconscionable.

Section 19—Conveyance to Persons Jointly, or to the Transferor.

(1) An interest in land may be conveyed by a person to himself jointly with another person in the same manner as it may be conveyed by him to another person.

(2) A person may convey such property to a third party.

(3) Notwithstanding subsection (3), the court shall have power to set aside a conveyance in order to prevent the commission or continuance of a breach of a fiduciary duty.

Section 20—Agreement with Persons Jointly, Etc.

(1) Any agreement made with two or more persons jointly to pay money or to make a conveyance, or to do any other act, to them, or for their benefit, shall imply an obligation to do the act to or for the benefit of the survivor or survivors of them, and to or for the benefit of any other person to whom the right or obligation devolves, and shall be construed as being also made with each of them.

(2) Subsection (1) applies only so far as contrary intention is not expressed in the agreement, and has effect subject to the provisions contained in the agreement.

(3) Any such agreement, whether express or implied, entered into by a person with himself together with one or more other persons, shall be construed and be capable of being enforced in the same manner as if it had been entered into with the other person or persons alone.

Section 21—Apportionment of Conditions on Severance.

(1) Where the reversionary interest in any land comprised in a lease is severed, or where the term granted by a lease is avoided or ceases in respect of part of the land comprised in the lease, every condition contained in the lease shall be apportioned and shall continue to apply to the severed parts of the reversionary interest as severed.

(2) Every such condition shall apply to the term whereon each severed part is reversionary, or the term in the part of the land as to which the term has not been surrendered, or has not been avoided or has not otherwise ceased, in the same manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the lease.

PART III—COVENANTS

Section 22—Implied Covenants by Transferor.

(1) In a conveyance for valuable consideration there shall be implied the covenants for right to convey, quiet enjoyment, freedom from encumbrances and further assurance, in the terms set out in Part I of the Second Schedule.

(2) In a conveyance by way of assignment or sublease of leasehold property for valuable consideration there shall be implied the further covenants relating to validity and past observance of the head lease, in the terms set out in Part II of the Second Schedule.

(3) In a conveyance by way of sublease of leasehold property for valuable consideration there shall be implied the further covenants relating to future observance of the head lease and production of title deeds and delivery of copies, in the terms set out in Part III of the Second Schedule.

(4) In any conveyance there shall be implied a covenant by every person who conveys as trustee or under an order of the court that he has not himself encumbered the subject-matter of the conveyance, in the terms set out in Part IV of the Second Schedule, which covenant shall be deemed to extend to every such person's own acts only.

(5) The aforesaid covenants shall be deemed to be made by the person or by each person who conveys, as far as regards the subject-matter or share of subject-matter expressed to be conveyed by him, with the person or each of the persons to whom the conveyance is made, or, where it is made to joint tenants, to each such person jointly.

(6) Where a conveyance states that by direction of a person another person conveys, then for the purposes of this section the person giving the direction shall be deemed to convey the subject-matter, and covenants on his part shall be implied accordingly.

(7) A covenant implied under this section may be varied or extended by the conveyance and, as so varied or extended, shall operate as far as may be in the same manner and with the same consequences as if such variations or extensions were implied under this section:

Provided that any such variation or extension which wholly removes the personal liability of the covenantor shall be void.

Section 23—Implied Covenants by Transferee.

(1) In a conveyance by way of lease for valuable consideration there shall be implied the covenants relating to payment of rent, repair to adjoining premises, alterations and additions, injury to walls, assignment and subletting, illegal or immoral user, nuisance or annoyance, and yielding up the premises, in the terms set out in Part I of the Third Schedule.

(2) In a conveyance by way of sublease for valuable consideration there shall be implied the further covenants relating to future observance of the head lease and permitting repair under the head lease, in the terms set out in Part II of the Third Schedule.

(3) In a conveyance by way of assignment for valuable consideration of all the land comprised in a lease, there shall be implied the covenants relating to payment of rent, future observance of the head lease, and indemnity, in the terms set out in Part III of the Third Schedule; and where a rent has been apportioned in respect of any land, with the consent of the lessor, the covenants in this subsection shall be implied in the conveyance of that land in the same manner as if the apportioned rent were the original rent reserved, and the lease related solely to that land.

(4) The aforesaid covenants shall be deemed to be made by each transferee, as far as regards, the subject-matter or share of subject-matter expressed to be conveyed to him, with each transferor, if more than one.

(5) A covenant implied under this section may be varied or extended by the conveyance and, as so varied or extended, shall operate as far as may be in the same manner and with the same consequences as if such variations or extensions were implied under this section.

Section 24—Persons to Take Benefit of Implied Covenant.

The benefit of a covenant implied under section 22 or 23 shall be attached to the interest of the implied covenantee, and shall be capable of being enforced by every person in whom that interest or any part thereof is from time to time vested.

Section 25—Benefit of Covenants Relating to Land.

(1) A covenant relating to an interest in land of the covenantee shall be deemed to be made with the covenantee and his successors in title and the persons deriving title under him or them, and shall be enforceable by such successors to the same extent as by the covenantee.

(2) For the purposes of subsection (1) in connection with covenants restrictive of the user of land, "successors in title" shall be deemed to include the owners and occupiers for the time being of the land of the covenantee intended to be benefited.

(3) The benefit of a covenant relating to an interest in land may be made to run with the land without the use of any technical expression if the covenant is of such a nature that the benefit could have been made to run with the land before the commencement of this Decree.

(4) For the purposes of this section, a covenant runs with the land when the benefit or burden of it, whether at law or in equity, passes to the successors in title of the covenantee or the covenantor, as the case may be.

Section 26—Burden of Covenants Relating to Land.

(1) A covenant relating to an interest in land of a covenantor or land capable of being bound by him shall, unless a contrary intention is expressed, be deemed to be made by the covenantor on behalf of himself, his successors in title and the persons deriving title under him or them, and shall be enforceable against such successors to the same extent as against the covenantor.

(2) This section extends to a covenant to do some act relating to the land, although the subject-matter may not be in existence when the covenant is made.

(3) For the purposes of this section in connection with covenants restrictive of the user of land, "successors in title" shall be deemed to include the owners and occupiers for the time being of such land.

Section 27—Benefit of Covenants to Run with Reversion.

(1) Rent reserved by a lease, and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and required to be observed or performed on the part of the lessee, and every condition of re-entry and other condition therein contained, shall be attached to the reversionary interest in the land, or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary interest.

(2) Any such rent, covenant, right of re-entry or provision may be recovered, received, enforced and taken advantage of by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased.

(3) When that person becomes entitled by conveyance or otherwise, such rent, covenant, right of re-entry or provision may be recovered, received, enforced or taken advantage of by him notwithstanding that he becomes so entitled after the condition of re-entry or forfeiture has become enforceable, but this subsection shall not render enforceable any condition of re-entry or other condition waived or released before such person becomes entitled as aforesaid.

(4) This section shall have effect without prejudice to any liability affecting a covenantor or his estate on his death.

Section 28—Burden of Covenants to Run with Reversion.

(1) The obligation under a condition or of a covenant entered into by a lessor with reference to the subject-matter of the lease shall, to the extent that the lessor has power to bind the reversionary interest immediately expectant on the term granted by the lease, be attached to that reversionary interest, or any part thereof, notwithstanding severance of that reversionary interest, and may be taken advantage of and enforced by the person in whom the term is from time to time vested, and to the extent that the lessor has power to bind the person from time to time entitled to that reversionary interest the obligation aforesaid may be taken advantage of and enforced against any person so entitled.

(2) This section shall have effect without prejudice to any liability affecting a covenantor or his estate on his death.

Section 29—Restriction on Re-Entry and Forfeiture.

(1) A right of re-entry or forfeiture under any provision in a lease for a breach of any covenant, condition or agreement in the lease shall not be enforceable, by action or otherwise, until—

(a) the lessor serves on the lessee a notice:

(i) specifying the particular breach complained of;

(ii) if the breach is capable of remedy, requiring the lessee to remedy the breach;
and

(iii) (except where the breach consists of a non-payment of rent) requiring the lessee to make reasonable compensation in money for the breach; and

(b) the lessee has knowledge of the fact that such notice has been served;

and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy and, (except where the breach consists of a non-payment of rent) to make reasonable compensation in money, to the satisfaction of the lessor, for the breach.

(2) Where a notice has been sent by registered post addressed to a person at his last known postal address in Ghana, then, for the purposes of subsection (1), that person shall be deemed, unless the contrary is proved, to have had knowledge of the fact that the notice had been served as from the time at which the letter would have been delivered in the ordinary course of post.

(3) This section applies notwithstanding any provision to the contrary in the lease.

Section 30—Relief Against Re-Entry and Forfeiture.

(1) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any provision in a lease, or for non-payment of rent, the lessee of the property and also a sublessee of the property comprised in the lease or any part thereof may, either in the lessor's action (if any) or in any action brought by such person for that purpose, apply to the court for relief.

(2) Subject to subsection (1) of section 29, where a lessee applies to the court for relief, the court may grant or refuse relief as it thinks fit having regard to the proceedings and conduct of the parties and to all the other circumstances; and relief when granted may be upon such terms, if any, as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any similar breach in the future, as the court in the circumstances of each case thinks fit.

(3) Where a sublessee applies to the court for relief, the court may make an order vesting, for the whole term of the lease or any less term, the property comprised in the lease or any part thereof in that sublessee upon such conditions as to execution of any deed or other document, payment of rent, costs, expenses, damages, compensation, giving security or otherwise as the court in the circumstances of each case may think fit; but in no case shall any such sublessee be entitled to require a lease to be granted to him for any longer term than he had under his original sublease.

Section 31—Covenants to Repair.

(1) Damages or compensation for a breach of a covenant or agreement to keep or put premises in repair during the currency of a lease, or to leave or put premises in repair at the termination of a lease, whether such covenant or agreement is expressed or implied, and whether general or specific, shall in no case exceed the amount (if any) by which the value of the reversion (whether immediate or not) in the premises is diminished owing to that breach.

(2) No damages or compensation shall be recovered for a breach of any such covenant or agreement to leave or put premises in repair at the termination of a lease, if it is shown that the premises, in whatever state of repair they might be, would at or shortly after the termination of the tenancy have been pulled down, or such structural alterations made therein as would render valueless the repairs covered by the covenant or agreement.

Section 32—Waiver of Covenant in a Lease.

Where a lessor or the person deriving title under him waives the benefit of any covenant or condition in a lease, such waiver shall be deemed to extend only to a breach of the covenant or

condition to which such waiver specifically relates and shall not operate as a general waiver of the benefit of any such covenant or condition, unless a contrary intention appears.

Section 33—Effect of Licence Granted to Lessee.

(1) A licence granted to a lessee shall, unless a contrary intention is expressed, extend only—

- (a) to any matter specifically authorised to be done or to be omitted to be done; or
- (b) to the specific breach of any provision expressly referred to;

and shall not bar any proceeding for any subsequent breach of the lease.

(2) Notwithstanding any such licence—

- (a) all rights under covenants and powers of re-entry contained in the lease remain in force and are available as against any subsequent breach of covenant, condition or other matter not specifically authorised or waived, in the same manner as if no licence had been granted; and
- (b) the condition or right of entry remains in force in all respects as if the licence had not been granted, except in respect of the particular matter authorised to be done.

Section 34—No Payment to be Exacted for Consent to Assign.

(1) It shall not be lawful to require the payment of any money for or in respect of a licence or consent to assign, sublet, or part with the possession of, or dispose of, any land or property leased, unless the lease contains an express provision requiring such payment.

(2) The prohibition imposed by this section shall not preclude the right to require the payment of a reasonable sum in respect of any legal expense incurred in relation to such licence or consent.

PART IV—MISCELLANEOUS

Section 35—Production and Safe Custody of Documents.

(1) A person in possession or control of documents of title shall not be entitled to retain them when he has conveyed his whole interest in the subject-matter of the conveyance, but shall deliver them at the time of the conveyance to the transferee.

(2) Where a person lawfully retains possession of documents and gives to another a written undertaking for production, delivery of copies or safe custody of those documents, he as long only as he had possession or control thereof and every other person so having possession or control from time to time shall be under an obligation, except for good cause shown,—

- (a) to produce the documents or any of them—

(i) at all reasonable times for inspection or comparison with abstracts or copies by the person entitled to request production or by any person authorised by him in writing;

(ii) in any proceedings of a court or Commission of Inquiry, or on any occasion on which production may reasonably be required, for proving or supporting the title or claim of the person entitled to request production, or for any other purpose relative to that title or claim;

(b) to deliver to the person entitled to request them true copies or extracts, attested or unattested, of or from the documents or any of them;

(c) to keep the documents safe, whole, uncanceled and undefaced.

(3) A written undertaking for production or delivery of copies shall be performed at the written request of the person to whom the undertaking is given, or of any person (other than a lessee at a rent) having or claiming any interest or right through or under that person, or otherwise becoming through or under that person interested in or affected by the terms of any document to which that undertaking relates.

(4) All costs and expenses of or incidental to the specific performance of any obligation imposed under subsection (2) by a written undertaking for production or delivery of copies shall be paid by the person requesting performance, except where the person requesting performance apart from the undertaking would be entitled to possession thereof.

(5) A written undertaking for production or delivery of copies shall not confer any right to damages for loss or destruction of, or injury to, the documents to which it relates, from whatever cause arising.

(6) Any person claiming to be entitled to the benefit of a written undertaking for production or delivery of copies may apply to the court for an order directing production of the documents to which it relates, or delivery of copies or extracts, to him or some person on his behalf; and the court may make an order accordingly and give directions respecting the time, place, terms and manner of production or delivery, and make such order as it thinks fit as to costs or any other matter connected with the application.

(7) Any person claiming to be entitled to the benefit of a written undertaking for safe custody of documents may apply to the court to assess damages for any loss or destruction of, or injury to, any of those documents, and the court may direct an inquiry into the amount of damages, and order payment thereof by the person liable, and may make such other order as it thinks fit as to costs or any other manner connected with the application.

(8) A written undertaking for production, delivery of copies or safe custody of documents shall satisfy any liability to give a covenant for production, delivery of copies or extracts, or safe custody of documents, as the case may be.

(9) This section applies only so far as a contrary intention is not expressed in the written undertaking; and the rights conferred by such undertaking under this section shall be in addition

to all such other rights relative to the production, or inspection, or the obtaining of copies of documents, as are not satisfied by the giving of the undertaking, and shall have effect subject to the terms of the undertaking and to any provision therein.

Section 36—Statutory Commencement of Title.

(1) The period of commencement of title whether documentary or otherwise which a purchaser of land may require shall be thirty years.

(2) An intending assignee of a term of years may require the instrument creating the term, however old.

(3) The intending purchaser of a reversion may require the instrument under which the reversionary interest arises, however old.

(4) A purchaser shall not be deemed to be or ever to have been affected with notice of any matter or thing of which he might have had notice if he had investigated the title or made inquiries in regard to matters prior to the period of commencement of title ascertained in accordance with subsection (1), (2) or (3), unless he actually makes such investigation or inquiries.

(5) Under a contract to grant or assign a term exceeding three years, whether derived or to be derived out of freehold or leasehold land, the intended lessee or assignee shall be entitled to call for the title to the freehold.

(6) Under a contract to sell and assign a term exceeding three years derived out of a leasehold interest in land, the intended assignee shall have the right to call for the title to the leasehold reversion.

(7) Under a contract to grant or assign a term of three years or less, whether derived or to be derived out of freehold or leasehold land, the intended lessee or assignee shall not be entitled to call for the title to the freehold.

(8) Under a contract to sell and assign a term of three years or less, derived out of a leasehold interest in land, the intended assignee shall not have the right to call for the title to the leasehold reversion.

(9) Where by reason of subsection (4), (7) or (8) an intending lessee or assignee is not entitled to call for the title to the freehold or to a leasehold reversion, as the case may be, he shall not be deemed to be affected with notice of any matter or thing of which, if he had contracted that such title should be furnished, he might have had notice.

(10) Where a lease is made under a power contained in a will, enactment or other instrument, any preliminary contract for or relating to the lease shall not, for the purpose of the deduction of title down to an intended assignee, form part of the title, or evidence of the title, to the lease.

(11) This section applies to contracts for exchange in the same manner as to contracts for sale.

(12) This section applies only so far as a contrary intention is not expressed in the contract.

Section 37—Other Statutory Conditions of Sale.

(1) A purchaser of any interest in land shall not—

(a) require the production, or any abstract or copy, of any deed, will or other document, dated or made before the time prescribed by section 36, or stipulated, for the commencement of the title, even though it creates a power subsequently exercised by an instrument abstracted in the abstract given to the purchaser; or

(b) require any information or make any requisition, objection or inquiry, with respect to any such deed, will or document, or the title prior to that time, notwithstanding that any such deed, will or other document, or that prior title, is recited, agreed to be produced, or noticed;

and he shall assume, unless the contrary appears, that the recitals, contained in the abstracted instruments, of any deed, will or other document, forming part of that prior title, are correct and give all the material contents of the deed, will or other document so recited, and that every document so recited was duly executed by all necessary parties.

(2) Subsection (1) shall not deprive a purchaser of the right to require the production or an abstract or copy of—

(a) any power of attorney under which any abstracted document is executed;

(b) any document creating or disposing of an interest, power or obligation which is not shown to have ceased or expired, and subject to which any part of the property is disposed of by an abstracted document;

(c) any document creating any limitation or trust by reference to which any part of the property is disposed of by any abstracted document.

(3) Where an interest in land sold is held by lease (other than a sublease), the purchaser shall assume, unless the contrary appears, that the lease was duly granted; and, on production of the receipt for the last payment due for rent under the lease before that date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the lease have been duly performed and observed up to the date of the actual completion of the purchase.

(4) Where an interest in land sold is held by sublease, the purchaser shall assume, unless the contrary appears, that the sublease and every superior lease was duly granted; and, on production of the receipt for the last payment due for rent under the sublease before the date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the sublease have been duly performed and observed up to the date of actual completion of the purchase, and further that all rent due under every superior lease, and all the covenants and provisions of every superior lease, have been paid and duly performed and observed up to that date.

(5) Recitals, statements, and descriptions of fact, matters and parties contained in deeds, instruments or statutory declarations, twenty years old at the date of the contract, shall, except so far as they may be proved to be inaccurate, be taken to be sufficient evidence of the truth of such facts, matters and descriptions.

(6) The inability of a vendor to give a purchaser a covenant or other undertaking to produce and deliver copies of documents of title shall not be an objection to title if the purchaser will, on the completion of the contract, have an equitable right to the production of such documents.

(7) Such undertakings and covenants to produce and for safe custody of documents as the purchaser can and does require shall be given at his expense, and the vendor shall bear the expense of perusal and execution on behalf of and by himself, and on behalf of and by necessary parties other than the purchaser.

(8) A vendor shall be entitled to retain documents of title where—

(a) he retains any part of the land to which the documents relate; or

(b) the document consists of a trust instrument or other instrument creating a trust which is still subsisting, or an instrument relating to the appointment or discharge of a trustee of a subsisting trust.

(9) This section applies to contracts for exchange in the same manner as to contracts for sale.

(10) This section applies subject to any contrary intention expressed in the contract.

(11) Nothing in this section shall be construed as binding a purchaser to complete his purchase in any case where, on a contract made independently of this section, and containing provisions similar to the provisions of this section, or any of them, specific performance of the contract would not be enforced against him by the court.

Section 38—Supplemental Instruments.

(1) Any instrument expressed to be supplemental to a previous instrument shall be read and have effect as far as may be as if it contained a full recital of the previous instrument.

(2) This section shall not give any right to an abstract or production of any such previous instrument, and a purchaser may accept the same evidence that the previous instrument does not affect the title as if it had merely been mentioned in the supplement instrument.

Section 39—Giving of Notices.

Unless otherwise provided in a conveyance, any notice required to be given under the conveyance shall be in writing and any notice to the transferee shall be sufficiently served if left addressed to him on the premises conveyed or sent to him by registered post or left at his last known address in Ghana or in the case of a company to its registered office in Ghana and any notice to the transferor shall be sufficiently served if delivered to him personally or sent to him by registered post or left at his last known address in Ghana or in the case of a company to its registered office in Ghana.

Section 40—Execution of Conveyances.

- (1) Every conveyance shall be executed in the presence of and attested by at least one witness.
- (2) Where an individual executes a conveyance, he shall either sign or place his mark upon it, and sealing shall not be necessary.
- (3) Where a company to which the Companies Code, 1963 (Act 179) applies executes a conveyance, that conveyance shall be executed in accordance with the provisions of that Code.
- (4) A conveyance shall be deemed, in favour of a purchaser, to have been duly executed by a corporation aggregate, other than a company referred to in subsection (2), if its seal is affixed thereto in the presence of and attested by its secretary or other permanent officer or his deputy, and a member of the board of directors or other governing body of the corporation or otherwise in accordance with the terms of any instrument or enactment establishing or regulating that corporation.
- (5) The transferee under a conveyance shall be entitled to have that conveyance delivered to him by the transferor as soon as practicable after execution of the conveyance by the transferor and all persons whose consent or concurrence is required.

Section 41—Receipt in Conveyance Sufficient.

- (1) A receipt for consideration money or securities in the body of a conveyance shall be a sufficient discharge for them to the person paying or delivering them, without any further receipt for them being endorsed on the conveyance.
- (2) A receipt for consideration money or other consideration in the body of a conveyance or endorsed thereon shall, in favour of a subsequent purchaser, not having notice that the money or other consideration thereby acknowledged to be received was not in fact paid or given, wholly or in part, be sufficient evidence of the payment or giving of the whole thereof.

Section 42—Rules for Conveyancers.

- (1) Any conveyance of whatever nature may be described, at its commencement or otherwise, as a conveyance, assignment, lease, sublease, trust instrument, appointment or otherwise according to the nature of the transaction intended to be effected.
- (2) Every conveyance shall be expressed in clear terms and modern language, and in particular the words "lease", "conveys to", "interest", "land", "all" and "at" may be used in preference to the words "demise", "grants and conveys unto", "estate", "piece or parcel of land", "all and singular" and "situate lying and being at" respectively.
- (3) In every conveyance, so far as practicable—
 - (a) months shall be written in words without abbreviation and years shall be written in figures;

(b) the names of the parties to the conveyance shall be written in full without abbreviation followed by their full residential and postal address or, in the case of a body corporate, its registered office or principal place of business;

(c) where any other conveyance is recited, its registered number, if any, shall be stated;

(d) sums of money shall be written fully in words without abbreviation, followed by the same amount expressed in figures within brackets.

(4) Every conveyance shall be made upon durable paper.

(5) Failure to observe any of the foregoing provisions of this section shall not invalidate any conveyance or provision of a conveyance.

(6) Where any date or sum of money is expressed both in words and in figures, and there is a discrepancy between the words and the figures, the words shall prevail over the figures unless a contrary intention appears in the conveyance.

Section 43—Model Precedents.

Instruments in the form of the model precedents contained in the Fourth Schedule, or in similar form or using expressions to a similar effect, shall, in regard to form and expression, be sufficient.

Section 44—Damages and Penalty for Fraudulent Concealment.

(1) Any person disposing of property or any interest therein for valuable consideration to a purchaser, or the agent of such person, who with intent to defraud conceals from the purchaser any instrument or encumbrance material to the title, or falsifies any such instrument, shall be liable to an action for damages by the purchaser or the person deriving title under him for any loss sustained by reason of the concealment or falsification of the instrument or the encumbrance.

(2) In estimating damages, where the property or any interest therein is recovered from the purchaser or the persons deriving title under him, regard shall be had to any expenditure by him or them in improvement of the land.

(3) Without prejudice to subsections (1) and (2) of this section, any person disposing of property or any interest therein for valuable consideration to a purchaser, or the agent of such person, who with intent to defraud conceals from the purchaser any instrument or encumbrance material to the title, or falsifies any such instrument, shall be guilty of an offence and liable on summary conviction to a fine not exceeding one thousand cedis or to imprisonment not exceeding two years or to both.

Section 45—Interpretation.

(1) In this Decree, unless the context otherwise requires:

"assignment" means the transfer of the residue of a term or interest created by lease;

"conveyance" includes any document in writing by which an interest in land is transferred, an oral grant under customary law duly recorded in accordance with this Decree, a lease, disclaimer, release and every other assurance of property or of an interest therein by any instrument, except a will;

"encumbrance" includes a legal or equitable mortgage, a trust for securing money, a lien, and a charge of a capital or annual sum;

"land" includes land covered by water, any house, building or structure whatsoever, and any interest or right in, to or over land or water;

"lease" includes a sublease or other tenancy;

"purchaser" means a purchaser in good faith for valuable consideration and includes a lessee or other person who for valuable consideration acquires an interest in property; and where the context so requires purchaser" includes an intending purchaser;

"rent" includes any periodical payment in money or money's worth, reserved or issued out of or charged upon land.

(2) Without prejudice to subsection (1), in sections 29 and 30—

"lease" includes an original or derivative sublease, and an agreement for a lease where the lessee has become entitled to have his lease granted;

"lessee" and "lessor" include an original or derivative sublessee and sublessor, and those deriving title under the lessee or lessor;

"sublease" includes an agreement for a sublease where the sublessee has become entitled to have his sublease granted;

"sublessee" includes any person deriving title under a sublessee.

(3) In all conveyances, contracts, wills, orders and other instruments, unless the context otherwise requires, "month" means calendar month, "person" includes a corporation, the singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.

Section 46—Commencement.

This Decree shall come into force on the 1st day of January, 1974.

FIRST SCHEDULE

RECORD OF CUSTOMARY TRANSFER

1. Nature of transaction (delete inapplicable words):

- (a) Sale
- (b) Gift
- (c) Lease
- (d) Assignment
- (e) Pledge
- (f) Abusa
- (g) Abunu (abehem)
- (h) Sowing tenure
- (i) Other (specify)

2. Names and addresses of transferors:

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)
- (h)

3. Names and addresses of transferees:

- (a)
- (b)
- (c)

4. Names of persons whose consent is required and who have given consent:

(a)

(b)

(c)

5. Consideration given for the transfer:

(a) Money (state amount).....

(b) Drink or goods (specify).....

(c) Other (specify).....

.....

6. Extent of the land to which transfer relates (the land should be clearly described so that it can be readily identified):

.....

.....

.....

.....

.....

7. Duration of the interest given to the transferee:

(a) Permanent

(b) For a limited time (specify period)

8. Any other important matters relating to the transaction:

.....

.....
.....
.....
.....

9. Date from which the transfer is to have effect:

.....

The signature/mark of

.....(transferor)

.....
.....
.....
.....

After I had read and explained the contents of the above Record to the transferor, he informed me that he understood it clearly and that it incorporated the essential features of the transaction. He signed/marked it in my presence.

(Signed).....

Date.....

CERTIFICATE

I,.....Registrar of Customary Land Transfers for the.....Registration District in the.....Region of Ghana, hereby certify that the above record of a transfer of an interest in land under customary law incorporates the essential features of the transaction sought to be effected.

.....

Registrar

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

SECOND SCHEDULE

IMPLIED COVENANTS BY TRANSFEROR

PART I

Covenants Implied in any Conveyance for Valuable Consideration

Right to Convey:

That notwithstanding anything done, omitted or knowingly suffered by the covenantor or any one through whom he derives title otherwise than by purchase for value, the covenantor has, with the concurrence of every other person (if any) conveying by his direction, full power to convey the subject-matter expressed to be conveyed, in the manner in which it is expressed to be conveyed.

Quiet Enjoyment:

That notwithstanding anything done, omitted or knowingly suffered by the covenantor or any one through whom he derives title otherwise than by purchase for value, the subject-matter expressed to be conveyed shall remain to and be quietly entered upon, received, held, occupied and enjoyed by the covenantee and any person deriving title under him, and the benefit thereof shall be received and taken accordingly, without interruption or disturbance by the covenantor or any person through whom the covenantor derives title otherwise than by purchase for value, or any person rightfully claiming (not being a person claiming in respect of an interest to which the conveyance is expressly made subject) by, through, under or in trust for any of the foregoing persons.

Freedom from Encumbrances:

That the subject-matter expressed to be conveyed is freed and discharged from or otherwise sufficiently indemnified by the covenantor against all such interests, encumbrances, claims and demands (other than those to which the conveyance is expressly made subject) as have been or shall at any time be made, caused or suffered by the covenantor or any person conveying by his direction, or any person through whom the covenantor derives title (otherwise than by purchase or value) or any person rightfully claiming by, through, under or in trust for any of the foregoing persons.

Further Assurance:

That the covenantor and every person conveying by his direction, and every person through whom the covenantor derives title otherwise than by purchase for value, and every person rightfully claiming (not being a person claiming in respect of an interest to which the conveyance is expressly made subject) by, through, under or in trust for any of the foregoing persons, will from time to

time and at all times, on the request and at the cost of any covenantee or of any person deriving title under him, execute and do all such lawful assurances and things for further or more perfectly assuring the subject-matter of conveyance to the covenantee and those deriving title under him in the manner in which it is expressed to be conveyed, as he or they or any of them may reasonably require.

PART II

Further Covenants Implied in an Assignment or Sublease for Valuable Consideration

Validity of Head Lease:

That notwithstanding anything done, omitted or knowingly suffered by the covenantor or any one through whom he derives title otherwise than by purchase for value, the head lease is at the time of conveyance a good, valid and effectual lease of the property conveyed, and is in full force, unforfeited and unsurrendered, and has not become void or voidable.

Past Observance of Head Lease:

That notwithstanding anything done, omitted or knowingly suffered by the covenantor or any one through whom he derives title otherwise than by purchase for value—

(a) all rent payable under the head lease by the lessee and the persons deriving title under him has been paid up to the time of conveyance;

(b) all the covenants, conditions and agreements contained in the head lease and to be observed and performed by the lessee and the persons deriving title under him have been observed and performed up to the time of conveyance.

PART III

Further Covenants Implied in a Sublease for Valuable Consideration

Future Observance of Head Lease:

During the term of the sublease and any renewal thereof to pay the rent reserved by the head lease and to perform (so far as the covenantee is not liable for such performance under the covenants on his part implied or otherwise contained in this sublease) all the lessee's covenants contained in the head lease.

Production of title deeds and delivery of copies:

To produce the head lease and to deliver copies thereof, which covenant shall be deemed to be a written undertaking in accordance with section 35 (2) of the Conveyancing Decree, 1973.

PART IV

Implied Covenant by Person Conveying as Trustee or Under an Order of the Court

That the person so conveying has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing, whereby the subject-matter of the conveyance, or any part, thereof is or may be impeached, charged, affected, or encumbered in title, interest or otherwise, or whereby the person who so conveys is in any way hindered from conveying the subject-matter of the conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

THIRD SCHEDULE

IMPLIED COVENANTS BY TRANSFEREE

PART I

Covenants Implied in a Lease for Valuable Consideration

Payment of Rent:

To pay the reserved rent at the times and in the manner specified in the lease.

Repair to Adjoining Premises:

To permit the covenantee and his agents with all necessary workmen and appliances at all reasonable times after having given written notice to the covenantor to enter upon the premises leased to execute repairs or alterations on any adjoining premises now or hereafter belonging to the covenantee who shall make good all damage occasioned to the covenantor by such entry.

Alterations and Additions:

Not without the previous written consent of the covenantee to erect any new buildings on the premises leased or make any alterations or additions to the premises leased.

Injury to walls:

Not without the previous written consent of the covenantee to cut or injure any of the walls or timbers of the premises leased or permit such cutting or injury to be done.

Assignment and Subletting:

Not without the previous written consent of the covenantee to assign, sublet or part with the possession of the premises leased or any part thereof, such consent however not to be unreasonably withheld in the case of a respectable and responsible person.

Illegal or Immoral User:

Not to use or permit the premises leased or any part thereof to be used for any illegal or immoral purpose.

Nuisance or Annoyance:

Not to do or permit anything to be done in or upon the premises leased or any part thereof which may be or become a nuisance or annoyance or cause damage to the covenantee, his tenants, or the occupiers of adjacent or neighbouring premises.

Yielding up the Premises:

At the determination of the term of the lease to yield up to the covenantee the premises leased and all additions thereto and all fittings and covenantee's fixtures therein in good and tenable repair.

PART II

Further Covenants Implied in a Sublease for Valuable Consideration

Future Observance of Head Lease:

During the term of the sublease and any renewal thereof to perform and observe the covenants on the lessee's part contained in the head lease (insofar as they are applicable to the premises subleased) except only the covenant for payment of the rent reserved by the head lease and any covenant for the performance of which the covenantee is liable under the covenants on his part implied or otherwise contained in this sublease, and to keep the covenantee indemnified against all claims, damages, costs and expenses in any way relating thereto, insofar as they relate to the premises subleased.

Permitting Repair Under Head Lease:

To permit the covenantee and his agents with all necessary workmen and appliances at all reasonable times after giving written notice to the covenantor to enter upon the premises subleased for any purpose which in the opinion of the covenantee is necessary to enable him to comply with the covenants on the lessee's part contained in the head lease so far as such covenants are not to be performed by the covenantor.

PART III

Covenants Implied in an Assignment for Valuable Consideration of all the Land Comprised in Lease

That the assignee or the persons deriving title under him will at all times from the date of the assignment or other date therein stated—

Payment of Rent:

(a) duly pay all rent becoming due under the lease creating the term or interest for which the land is conveyed;

Future Observance of Head Lease:

(b) observe and perform all the covenants, agreements and conditions contained in the lease creating the term or interest for which the land is conveyed and thenceforth on the part of the lessees to be observed and performed;

Indemnity:

(c) indemnify the assignor and his property against all proceedings, costs, claims and expenses on account of any omission to pay the said rent or any breach of any of the said covenants, agreements and conditions.

FOURTH SCHEDULE

(Section 43)

MODEL PRECEDENTS

1—PRECEDENT OF CONVEYANCE ON SALE OF FREEHOLD

THIS CONVEYANCE is made the first day of January, 1975 between the vendor KWAME ADU of House Q/23, P.O. Box 18250, Kumasi in the Ashanti Region of Ghana and the purchaser JOHN MENSAH of 10, Hill Road, Jasikan in the Volta Region of Ghana.

1. By a conveyance made the first day of June, 1965 between Albert Ankrah of Accra and the vendor (registered number 6543/65) the property known as Plot 600, Castle Street, Accra (hereinafter called "the property") was conveyed to the vendor for ever.

2. The vendor as owner/trustee conveys the property to the purchaser for ever in consideration of ten thousand cedis (¢10,000) paid by the purchaser to the vendor.

3. The vendor acknowledges the receipt from the purchaser of ten thousand cedis (¢10,000) the purchase price of the property.

The property consists of a house and land bounded (description of boundaries) and is indicated by the colour red on the attached plan which shows the relevant measurements.

Signed by KWAME ADU

in the presence of:

Signed by JOHN MENSAH

in the presence of:

2—PRECEDENT OF CONVEYANCE OF PROPERTY AS A GIFT

THIS CONVEYANCE is made the first day of January, 1975, between the donor JOHN QUARTEY of 5, Black Star Square, Accra and the donee MABEL PETERSON of 10, St. George's Square, Winneba in the Central Region of Ghana.

1. By a conveyance made the first day of August, 1970 between Albert Ankrah of Accra and the donor (registered number 6543/70) the property known as 10, Sahara Street, Accra (hereinafter called "the property") was conveyed to the donor for ever.
2. The donor as owner conveys the property to the donee for ever as a gift.
3. The property consists of a house and land bounded (description of boundaries) and is indicated by the colour red on the attached plan which shows the relevant measurements.

Signed by JOHN QUARTEY

in the presence of:

3—PRECEDENT OF A LEASE

THIS LEASE is made the first day of January, 1975 between the lessor YAKUBU DAGOMBA of House A/6543, P.O. Box 18250, Tamale in the Northern Region of Ghana and the lessee AKOSUA OKAI of 5, Market Road, Accra in the Eastern Region of Ghana.

1. The lessor leases to the lessee the property known as Flat 2, Roman Road, Accra (hereinafter called "the property") for a term of 20 years from the first day of February, 1975.
2. The lessee shall pay to the lessor a yearly rent of five hundred cedis (¢500) payable half-yearly in advance on 1st February and 1st August every year.
3. The property consists of (here describe the property by reference to an attached plan).
4. The lessee shall have the following rights:—

(Here set out rights to be enjoyed by the lessee either concurrently with or to the exclusion of the lessor, e.g. rights of way, etc.)

5. The lessor shall have the following rights to the exclusion of the lessee:—

(Here set out rights of way, etc. to be enjoyed by the lessor to the exclusion of the lessee.)

6. The lessee covenants with the lessor as follows:—

(Here set out any express covenants, and any variation, extension or exclusion of the implied statutory covenants, that may be required.)

7. The lessor covenants with the lessee as follows:—

(Here set out any express covenants, and any permissible variation or extension of the implied statutory covenants, that may be required.)

8. (Here set out any further provisions required, e.g. right of re-entry for breach, option to renew.)

Signed by YAKUBU DAGOMBA

in the presence of:

THE MARK of AKOSUA OKAI:

After I had read and explained the contents of the above conveyance to Akosua Okai she informed me that she understood the document clearly and she signed the conveyance by making her mark in my presence.

.....
ess

Witn

4—PRECEDENT OF A SUBLEASE

THIS SUBLEASE is made the first day of January, 1975 between the lessor KOJO MENSAH of Palm Grove, P.O. BOX 18250, Elmina in the Central Region of Ghana and the lessee KWASI AMOAH of 18, Fifth Avenue, P.O. Box 18250, Sunyani in the Brong-Ahafo Region of Ghana.

1. By a head lease made the first day of June, 1965 between Albert Ankrah of Accra and the lessor (registered number 6543/65) the property at Church Street, Elmina (hereinafter called "the property") was leased to the lessor for a term of 50 years from the first day of January, 1966.

2. The lessor sublets the property to the lessee for a term of 20 years from the first day of January, 1975.

3. The lessee shall pay to the lessor a yearly rent of two hundred cedis (¢200) payable quarterly in advance on 1st January, 1st April, 1st July, and 1st October every year.

4. The lessor acknowledges the receipt from the lessee of fifty cedis (¢50) being rent paid by the lessee up to and including 31st March, 1975.

5. The property consists of (Here describe by the property reference to an attached plan).

6.—10. (Here set out lessee's rights, lessor's rights, lessee's covenants, lessor's covenants, and any further provisions, as in clauses 4 to 8 of the foregoing model precedent of a lease.)

Signed by KOJO MENSAH

in the presence of:

Signed by KWASI AMOAH

in the presence of:

5—PRECEDENT OF AN ASSIGNMENT

THIS ASSIGNMENT is made the first day of January, 1975 between the vendor QUICK PROFITS LIMITED a company incorporated under the laws of Ghana whose registered office is at 5 Cornmill Road, Takoradi in the Western Region of Ghana and the purchaser KOFI DARKO of 12, Castle Road, Elmina in the Central Region of Ghana.

1. By a lease (hereinafter called "the lease") made the first day of June, 1969 between Tim Garrard of Accra and the vendor (registered number 5643/69) the property known as the Castle, Elmina (hereinafter called "the property") was leased to the vendor for a term of 50 years from the first day of June, 1969.
2. The vendor assigns to the purchaser his leasehold interest in the property in consideration of ten thousand cedis (¢10,000) paid by the purchaser to the vendor.
3. The vendor acknowledges the receipt from the purchaser of ten thousand cedis (¢10,000) the purchase price of the property.
4. The property consists of a building and land bounded (description of boundaries) and is indicated by the colour red on the attached plan which shows the relevant measurements.
5. The property is subject to a yearly rent of five hundred cedis (¢500) made payable by the lease and to the covenants and restrictions contained in the lease.

THE COMMON SEAL of QUICK PROFITS LIMITED was affixed to this conveyance in the presence of :—

.....
or

Direct

.....

Secretary

Signed by KOFI DARKO

in the presence of—

6—EXPLANATION OF IMPLIED COVENANTS

1. In the precedent of conveyance on sale of freehold, being for valuable consideration, there are implied the vendor's covenants for right to convey, quiet enjoyment, freedom from encumbrances and further assurance, by virtue of section 22(1).

2. In the case of conveyance of property as a gift, no covenants are implied.

3. In the precedent of a lease, being for valuable consideration, there are implied—

(a) the lessor's covenants for right to convey, quiet enjoyment, freedom from encumbrances and further assurance, by virtue of section 22(1);

(b) the lessee's covenants relating to payment of rent, repair to adjoining premises, alterations and additions, injury to walls, assignment and subletting, illegal or immoral user, nuisance or annoyance, and yielding up the premises, by virtue of section 23(1).

4. In the precedent of a sublease, being for valuable consideration, there are implied

(a) the lessor's covenants relating to right to convey, quiet enjoyment, freedom from encumbrances, further assurance, validity of the head lease, past observance of the head lease, future observance of the head lease, and production of title deeds and delivery of copies, by virtue of sections 22(1), 22(2) and 22(3);

(b) the lessee's covenants relating to payment of rent, repair to adjoining premises, alterations and additions, injury to walls, assignment and subletting, illegal or immoral user, nuisance or annoyance, yielding up the premises, future observance of the head lease, and permitting repair under the head lease, by virtue of sections 23(1) and 23(2).

5. In the precedent of an assignment, being for valuable consideration there are implied:—

(a) the vendor's covenants relating to right to convey, quiet enjoyment, freedom from encumbrances, further assurance, validity of the head lease, and past observance of the head lease, by virtue of sections 22(1) and 22(2);

(b) the purchaser's covenants relating to payment of rent, future observance of the head lease, and indemnity, by virtue of section 23(3).

Made this 1st day of May, 1973.

COLONEL I.K. ACHEAMPONG

Chairman of the National Redemption Council

Date of Gazette Notification: 4th May, 1973.