

LEAD CITY UNIVERSITY, IBADAN
FACULTY OF LAW
Department of Private and Business Law

COURSE PARTICULAR

Course Code: PBL 412

Course Title: Land Law 2

Second Semester: Part II

No. of Units: Four (4)

Status: Compulsory

LECTURER DETAILS

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Area of Specialization: Private and Business Law

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Area of Specialization: Private and Business Law

Course Description

This course is an in depth study of governance, management, acquisition and alienation of land under the Land Use Act and other relevant statutes.

Course Objective

The fundamental objectives of this course are to:

1. To expose students to the fundamentals of the Land use Act and to acquaint them with the status of private interest in land under the Act.
2. To examine control of natural resources by the state with a view to acquainting the students with the existing laws regulating the management and control of mineral resources in Nigeria .

3. To expose students to the designation of water as natural resources.
4. To examine agrarian reforms with a view to assessing its efficacy as a tool for encouraging national growth and development.

Assessment

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|------------------------|---|-----------|
| Class Attendance | - | 10 Marks |
| Test(s) and Assignment | - | 30 Marks |
| Final Examination | - | 60 Marks |
| Total | - | 100 Marks |

LECTURE PLAN

| WEEK | TOPIC |
|-------------|--|
| Week 1 | The Land Use Act |
| Week 2 | State Control of Land and grant of right of occupancy |
| Week 3 | What certificate of occupancy connotes and alienation of certificate of occupancy |
| Week 4 | Revocation of certificate of occupancy and compensation for revocation. |
| Week 5 | Outline of control of natural resources- minerals, water and forests: Agrarian Reforms |
| Week 6 | Outline of control of natural resources- minerals, water and forests: Agrarian Reforms |
| Week 7 | Registration- Registration of instruments |
| Week 8 | Registration of title |
| Week 9 | Partnerships Rights and interest in Land- freehold, joint tenancy, tenancy in common, |
| Week 10 | Prescription, laches, acquiescence, |
| Week 11 | Leasehold, casement, |
| Week 12 | Profit a pendre, covenants, |
| Week 13 | Mortgages. |
| Week 14 | Revision and Tutorials |
| Week 15 | Revision and Tutorials |

Reading List.

1. The Land Use Act 1978; a report of a National workshop edited by J.A Omotola
2. The Land Use Act 1978

3. Casebook on Land Law - O Yerokun
4. Cases and Materials on Land Law - Niki Tobi
5. Nigerian Land Law - T.O Elias
6. Modern Law of Real Property - Cheshire and Burns
7. Practical Approach to Law of Real Property in Nigeria - I.O Smith

Tutorial Questions

1. The enactment of the Land Use Act 1978 vests all land in Governor thereby taking away the title and right of all holders of land prior the Land Use Act. Discuss with the aim of relevant statutory provisions and decided cases.
2. (a) A holder of a customary right of occupancy cannot transfer his title. Discuss, with the aid of decided cases and statutory provisions, the veracity of this statement.
 (b) Mr. Griffiths, a Welsh national, who has been domiciled in Ondo state, Nigeria for more than a decade is desirous of erecting a building which he will eventually donate to a motherless home in Akoko, a rural area of Ondo state. As such, he has approached the Ondo state Governor for a Certificate of Occupancy on any land the Governor deems fit in Akoko, so that he will have a valid title on the land. Mr. Griffiths, while waiting for the grant by the Governor, has in the meantime, convinced the board of directors of Slice Ltd, a company he sits on, to provide the motherless home with a temporary but befitting accommodation to the motherless home as part of the company's Corporated Social Responsibility (CRS). To that end, Slice limited has approached Denrele, a donee of a power of attorney to lease to Slice Ltd, 4 units of flats which is the subject matter of the Power of Attorney. Denrele executed a 3 years lease in favour of Slice limited. However, Slice realised that the motherless home requires only 3 units of flats, so the remainder was subleased to Chima, a destitute with mental challenges. On the 1st anniversary of the lease, the donor of the Power of Attorney notified Slice Ltd of his intention to void the remainder of the lease because the Power of attorney was only for one year. Chima has also approached Slice limited for a refund of his rent because of his mental health issues. A shareholder of Slice Ltd is also contesting the powers of the directors to enter and create a lease. The Governor is threatening to revoke the granted Right of Occupancy over the property. Identify all issues and with the aid of decided cases advise the parties.
3. Priye claims ownership of an expanse of land at Agbani, Enugu State, allegedly compulsorily acquired by government on the revocation of the deemed grant of a right of occupancy in her favour to establish a community hospital. The government is

relying on section 28 of the Land Use Act 1978 while Priye contends that no notice of revocation was served on her. Advise the parties.

4. (a) Mr Ajanlekoko, a notorious land grabber in Ibadan, did blackmail Mr Agbogunleri, a retired land surveyor to transfer his title on a parcel of land to him at a rate below the market value. Mr. Agbogunleri out fear of a possible attack by Mr Ajanlekoko, acceded to the request and issued a receipt to that effect. Subsequently, Mr. Agbogunleri sold the same parcel of land to Madam Arikuyeri, a prominent textile merchant in Ibadan. Prior the execution of the Deed of Transfer, Madam Arikuyeri's son, a lawyer, ran a search at the land registry on the parcel of land, but found nothing, visited the land for inspection but it was not occupied by anyone. The Deed was subsequently executed and registered at the land registry. Upon becoming aware of the transaction between Mr Agbogunleri and Madam Arikuyeri, Mr. Ajanlekoko is livid and has instituted a suit at the High Court claiming that he is the bona fide owner of the land and he is relying on the receipt issued to him by Mr Ajanlekoko as evidence of his Title to the land. Madam Arikuyeri on her part is relying on the registered executed Deed of Transfer as evidence of her title. Advise the Parties.

(b) A lease can only be determined at the expiration of the term. Discuss the veracity of this statement.

5. Mr Aduroja a popular land speculator in Oke-Ogun axis of Oyo State, is taking steps to register his title to a parcel of land he acquired some 3 decades ago. To that extent, he filed an application with the Registrar of Titles. However, there are objections to registration, which include the fact the land in question is a family land and that he should vest the title on the family. The Registrar has confided in his childhood friend, Mr Gbeborun that although he has not reviewed any evidence before him nor taken legal advice, he has a feeling the land belongs to the family and is favourably disposed to declaring the family as the title holder. With the aid of relevant statutes and judicial precedents, advise the parties.

(b) A registrable but unregistered instrument is a best an evidence of transaction between the parties. Discuss with the aid of decided cases.

6. Danladi who was granted a right of occupancy by the governor of Kwara state on a parcel of land totaling 10,000 hectares, formerly used by the federal ministry of agricultural for its farm settlement programme in the 1960s up till the late 1980s, has taken steps to register his title on the same parcel of land. He subsequently leased a portion of the parcel of land to Chinedu a fish farmer, who also subleased to Ingram. Danladi executed a Deed of Transfer on another portion of the same parcel of land totaling 5,126 hectares in favour of Irinkerindo to use for his cattle ranch. Subsequently, Danladi approached Irekari Bank Ltd for a loan of 10 billion Naira pledging the

10,000 hectares as security and the legal department of the bank has carried out a search at the lands registry, Kwara State Ministry of Lands and Natural Resources, and it shows Danladi as the title holder of the entire 10,000 hectares with no charge or transaction on the land. Owing to the fact that the CEO of the Bank and Danladi belong to the same boys club, the loan was granted to Danladi but that he should obtain Governor's consent and provide the bank with evidence of same. Danladi did not obtain the consent, has failed in his repayment obligations and the bank is set to take possession of the secured asset. Identify the issues and with the aid of decided cases and statutory provisions advise all the parties.

7. (a) Exclusive possession is the only valid ingredient of a lease. Discuss
(b) It is not the title that qualifies a document as a notice to quit but the content of the document. Discuss.
8. (a) Distinguish between a Legal and an Equitable mortgage.
(b) The absence of a governor's consent renders a mortgage void and the security unenforceable. Discuss.
- (c) The essence of taking a mortgage security is to give the mortgagee an assurance of having property to fall back on upon failure of the mortgagor to meet his contractual obligation on the date fixed for payment of the mortgage debt. Discuss.
9. Madam Etteh, a Nigerian politician of repute and a mental psychosis patient, in dire need of money to finance her re-election to the National Assembly in 2015, did approach Chinedu a popular money lender in October 2014, for a loan of 1 billion naira payable over 12 months, starting from June 2015. Terms were agreed, and she executed a Deed of Mortgage in favour of Chinedu, using her Banana Island property, valued at 5 billion naira as security. Regrettably, Madam Etteh lost her re-election and she was hoping to repay the loan from her income as a member of the National Assembly. After struggling to pay the first 3 instalments, she defaulted. Chinedu has written to inform her that payment has become due. 36 months after the payments became due, Chinedu has approached the court for a foreclosure order. However, in January 2014, Madam Etteh had given the same property as security to Equity Bank for a loan of 4 Billion naira which she used to expand her agricultural business and she is not behind on her payment obligations to Equity Bank. Equity bank's legal department is already brainstorming, Madam Etteh's lawyers are strategizing on a defence and Chinedu's lawyers think they have a watertight case. Advise the parties.
10. (a) Discuss the various purposes which has necessitated the control and management of water resources in Nigeria.
(b) Analyze the penal regime for non-sustainable utilization of water resource in Nigeria.

(c) The Control and Management of water resource in Nigeria is not inimical to the right of the citizen to take and use water. Do you agree?

11. (a) In lease agreement, the failure of parties to expressly mention certain covenants would not prevent a party from triggering them. Discuss.

(b) The presence of specific elements in a lease agreement could render it void or voidable. Discuss.

(c) Commentators have suggested that implied covenants exist for two reasons: to fill gaps in incomplete contracts and to promote fairness and equity. Discuss.

12. Nigerian Union Enterprise Ltd leased the 10th floor of its hotel to Radical Degree Ltd under a lease agreement. However, due to peculiarities with the leased premises, Radical Degree Ltd faced difficulties in applying for a fire safety certificate in respect of 10th floor. As a result, the fire safety certificate application and the Radical Degree Ltd plans to operate its business as a bar/lounge on the 10th floor were abandoned.

Nonetheless, Radical Degree Ltd retained possession of 10th floor, but failed to pay to Nigerian Union Enterprise Ltd any of the sums due under the Lease. Nigerian Union Enterprise Ltd thus exercised its right of re-entry, terminated the Lease and demanded vacant possession of the 10th floor. When Radical Degree Ltd failed to comply, Nigerian Union Enterprise Ltd an action for recovery of possession of the 10th floor, payments in arrears and other sums due under the Lease.

Radical Degree Ltd argued that Nigerian Union Enterprise had breached, *inter alia*, its implied covenants of quiet enjoyment and non-derogation of grant under the Lease, and thus, Radical Degree Ltd was entitled, by way of equitable set-off, to withhold payments, under the Lease, to the extent of its losses. Advise the parties.