

JOSEPH AYO BABALOLA UNIVERSITY, IKEJI-ARAKEJI, OSUN STATE, NIGERIA
COLLEGE OF LAW

FIRST SEMESTER EXAMINATION, 2020 – 2021 SESSION

COURSE: LAND LAW II

COURSE CODE: PPL 421

INSTRUCTION: ANSWER ANY FOUR QUESTIONS

TIME ALLOWED: THREE HOURS

1. (a) "A lease under the general law is a demise of land by the Lessor to the Lessee for an interest less than a freehold and less than that of the grantor, the interest which remains in the grantor being called a reversion..." - P. A. Oluyede, "Nigerian Law of Conveyancing" (1978), Ibadan University Press, p. 361.

Critically examine the term "lease" in line with the above submission of the learned author.

(b) Enumerate and critically analyse the essential characteristics of a valid lease.

2. "Mortgage over land provides a platform whereby a loan of money may be secured upon an estate or interest in land of the person borrowing. If the borrower fails to repay the loan in accordance with the contract of the loan, the lender's security may be realised through a compulsory forced sale of the land and the loan money being recovered from the proceeds of the sale..." - C. C. Wigwe, "Land Use and Management Law" (2016), Mountcrest University Press, Osu-Accra, Ghana, p. 305.

From the above assertion of the learned author mention and critically evaluate remedies that are opened to a mortgagee to recover his money from a defaulting mortgagor.

3. A registrable instrument which is not registered is inadmissible in evidence as proof of a transfer of an interest though it may be admitted as acknowledgement of payment. See Section 15 of the Registration of Instrument Law, Cap 56, Laws of Western Nigeria, 1959 (which is *impari materia* with Section 14 Registration of Instrument Law, Cap L58, Laws of Lagos State and other corresponding provisions in other States).

Critically examine the above stated time tested legal principle *vis-a-vis* the recent Supreme Court's decision in the case of *Kalio v Benjamin* (2018) 15 NWLR (Pt. 1641) p. 38 concerning the admissibility of unregistered registrable Instrument.

4. (a) Briefly discuss Power of Attorney as a legal document with emphasis on when it is an instrument affecting land which needs to be registered with the Land Registry Office and when it is not a registrable instrument.

(b) Mr. Richie, the owner of a shopping complex with about 100 shops located in the heart of Oja Oba Market – the commercial nerve centre of Akure the capital of Ondo State, retained your services as a legal practitioner to manage the property i.e. the shopping complex for and on his behalf. Mr. Richie executed a Power of Attorney to that effect which empowers you to let out the shops to

JOSEPH AYO BABALOLA UNIVERSITY, IKEJI-ARAKEJI, OSUN STATE, NIGERIA
COLLEGE OF LAW

SECOND SEMESTER EXAMINATION, 2022/2023 SESSION

COURSE: LAND LAW II

COURSE CODE: PPL 421

INSTRUCTION: ANSWER ANY FOUR QUESTIONS

TIME ALLOWED: THREE HOURS

1. A valid lease must, as a matter of law, possess certain essential characteristics. And for such lease to be regarded as valid, it must not contain any vitiating elements either at Common Law or under the law of landlord and tenant applicable in the States. - Enumerate and critically discuss the essential characteristics of a valid lease. (17 ½ marks)
2. A landlord's action to recover possession is dependent on a valid notice to quit which is a condition precedent to recovering of possession. In *Eleja v Bangudu* (1994) 3 NWLR (PT 334) 26, the Court of Appeal held that where a notice to quit is defective the proper order to make is to strike out the landlord's claim. - Critically discuss this legal principle *viz-a-viz* the recent Supreme Court's decision in the case of *PILLARS (NIG) LTD v. DESBORDES & ANOR* (2021) LPELR-55200(SC).
3. Easement and profit *a'prendre* have similar traits but differ in certain respects. Discuss this statement exhaustively. (17 ½ marks).
4. A registrable instrument which is not registered is inadmissible in evidence as proof of transfer of an interest. See S. 15 RIL, WRN & Lagos. See also the case of *Ojugbele v Olatunji* (1982) 4 Sc 310. Such a document cannot also be pleaded by any party to a proceeding. See *Ojugbele V. Olatunji Supra* and *Ossai V Nwajide* (1975) 4 sc 142. Discuss critically this position of law while pointing out other contrary position(s) of law (if any). (17 ½ marks).
5. Write short notes on the following:
 - a. A valid Notice to Quit (3 ½ marks)
 - b. Right of foreclosure in mortgage (3 ½ marks)
 - c. Clog on Equity of redemption in a mortgage transaction. (3 ½ marks)
 - d. *Mesne profit* (3 ½ marks)
 - e. Restrictive Covenants affecting land (3 ½ marks)(17 ½ marks).
6.
 - a. There are other transactions that are similar to mortgages in the sense that they also grant some security for loan or debts. Despite the similarities, they are different from mortgages. Enumerate and critically discuss these similar transactions. (7 ½ marks).
 - b. Where there is a breach by the mortgagor to perform his obligations under the mortgage transaction, the mortgagee may resort to certain legal remedies. Enumerate and critically discuss remedies a mortgagee can explore in the event of the failure of the mortgagor to pay the mortgage debt. (10 marks)

FIRST SEMESTER EXAMINATION, 2021/2022 SESSION

COURSE: LAND LAW II

COURSE CODE: PPL 421

INSTRUCTION: ANSWER ANY FOUR QUESTIONS

TIME ALLOWED: THREE HOURS

1. "Mortgage over land provides a platform whereby a loan of money may be secured upon an estate or interest in land of the person borrowing... The mortgage basically arises from a contract of loan and creates for the lender some form of benefits in the land of the borrower." – C. C. Wigwe. Where there is a breach by the mortgagor to perform his obligations under the mortgage transaction, the mortgagee may resort to certain legal remedies. Enumerate and critically discuss remedies a mortgagee can explore in the event of the failure of the mortgagor to pay the mortgage debt. (17 ½ marks)
2. Critically evaluate the decision of the Supreme Court in the recent case of *Kalio v Benjamin* (2018) 15 NWLR (Pt. 1641) p. 38 viz-a-viz the admissibility of unregistered registrable Instrument bearing in mind the provision of Section 15 of the Registration of Instrument Law, Cap 56, Laws of Western Nigeria, 1959 (which is *impari materia* with Section 14 Registration of Instrument Law, Cap L58, Laws of Lagos State and other corresponding provisions in other States) which is to the effect that registrable instrument which is not registered is inadmissible in evidence as proof of a transfer of an interest in land. (17 ½ marks)
3. a. A lease under the general law is a demise of land by the Lessor to the Lessee for an interest less than a freehold and less than that of the grantor, the interest which remains in the grantor being called a reversion..." - P. A. Oluyede, "Nigerian Law of Conveyancing" (1978), Ibadan University Press, p. 361. Enumerate and critically discuss the essential characteristics of a valid lease. (10 marks)

b. Notice to Quit is one of the statutory notices that are conditions precedent to recovery of premises by a landlord from a tenant. Critically discuss the essential ingredients of a valid Notice to Quit and the legal consequence of a defective Notice to Quit in line with the recent Supreme Court decision in the case of *PILLARS (NIG) LTD v. DESBORDES & ANOR* (2021) LPELR-55200(SC). (7 ½ marks).
4. a. "Often times, the words "leases" and "tenancies" are used synonymously or interchangeably. The difference between them is very thin". Critically discuss the difference between the two terms. (8 ½ marks).
b. There are some legal relationships that should be distinguished from a lease particularly licence. Irrespective of the type of lease, there are marked differences between leases and transactions that appear related to it such as licence. Critically discuss this assertion. (9 marks)
(17 ½ marks)
5. Mr. Olowoporoku, the owner of a chain of flats located in the heart of Chief Oladele Olosore Residential Estate, Ikeji-Arakeji, retained your services as a legal practitioner to manage the property i.e. the chain of flats for and on his behalf. Mr. Olowoporoku executed a "letter of authority" to that effect which empowers you to let out the flats to interested tenants and to receive rent on his behalf and nothing more. Advise Mr. Olowoporoku as to the necessity or otherwise of the registration of the "letter of authority" with the Land Registry Office in line with the extant provisions of Registration of Instrument Law, Cap 56, Laws of Western Nigeria, 1959. (17 ½ marks).
6. Write short notes on the followings:
 - a. Easement (3 ½ marks)
 - b. Profit A'prendre (3 ½ marks)
 - c. Clog on Equity of redemption in a mortgage transaction. (3 ½ marks)
 - d. Mesne profit(3 ½ marks)
 - e. Restrictive Covenants affecting land (3 ½ marks)(17 ½ marks)