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**NATIONAL OPEN UNIVERSITY OF NIGERIA**

**14-16 AHMADU BELLO WAY, VICTORIA ISLAND LAGOS**

**SEPTEMBER/OCTOBER 2015 EXAMINATION**

**SCHOOL OF LAW**

**COURSE CODE: LAW422**

**COURSE TITLE: LAND LAW II**

**TIME ALLOWED: 2 ½ HOURS**

**INSTRUCTION: QUESTION ONE IS COMPULSORYAND ANSWER ANY OTHER THREE (3) QUESTIONS. All questions carry equal marks**

**SECTION A: COMPULSORY**

1. A). The view that that the English doctrine of Estate has been completely abolished by the Land Use Act 1078 is uninformed. Discuss
2. Asayambi inherited 2 hectares of land lying at Southern Island Industrial Layout Road, in Epe, from his father. In April 2015, the Lagos State Government acquired the land for public purposes and paid the sum of Five Hundred Thousand Naira (N500, 000) as compensation. Asayambi sued the State Government at the State High court. The Government raised objection that the court lacked jurisdiction over the matter. Asayambi has appointed you his counsel in this case.

What would be your response to the government’s objection? How is compensation

assessed under the Land Use Act? Would the Governor be right if he had just revoked

the land and re-allocate same to Madam Peace who is a Permanent Secretary with one

ofthe State agencies?State your reasons with statutory and judicial authorities

1. (a) Distinguish between a Mortgage, a Pledge and a Charge.

(b) Competitive Bank Plc granted a loan to Chief Oleh having secured the loan with his property at Ikeja by deposit of the Deeds of the property, evidenced by a Memorandum under seal. The loan was for a period of 6 months with interest. At the expiration of the six months Competitive Bank Plc sold Chief Oleh’s property to Emeka and transferred legal title to him. Chief Oleh intends to bring an action to set aside the sale and recover the property from Emeka.

Advise the parties.

3a. Thedistinction between easement and restrictive covenant is tenuous. Discuss

3b. Bukuola a political stalwart, is the owner of two outgoing properties- Green acre and

Grey acre. Whilst in the control of the two, he was residing in Green acre and habitually

hosting his political associates on Grey acre. About four years ago, he gave out Grey acre a

bungalow, to his personal Assistant Tola. Meanwhile the only source of water supply to

Grey acre is from Green acre. Some few months ago following his election as the chairman

of his party DPC, Bukuola wants to resume his usual political meetings on Green acre.

1. a. Discuss the legal requirements of a valid lease.
2. Bala created a ten year lease over a 3 bedroom flat in favour of Musa in February 2000. The lease agreement contained the following covenants amongst others:
3. That the lease shall not assign or sublet the apartment
4. That the lease may exercise an option to purchase at a price to be fixed by the leasor at the expiration of the term.

Sometimes in 2004, Musa sublet a room to Daudu for 5 years and upon the expiration in 2010, Musa notified Bala of his intention to purchase the reversion and asked that the price be indicated Bala contended that he was not bound to sell the reversion and that in any case Musa had breached a covenant in the lease which he resolved to bring an action for forfeiture.

Advice the parties.

1. Dele, Aishat, Lanre and Lamide formed a pop group in 2012, and decided to buy a house together situated near the recording studios at Alausa, Lagos State. Four of them contributed equally to the purchase price and the house was assigned to Dele, Lanre and Lamide, Aishat was 15years at the time of the conveyance. The pop group was not a success and in 2014, Dele sold his interest in the house to Lamide. Shortly afterwards Lanre wrote to Lamide offering to sell him his interest for a certain price. Lamide replied that he would be happy to purchase Lanre’s interest but that the price was too high. Before any negotiation took place, Lanre was killed in a motor accident. In his will he left all his property to his son Jide. Aishat now wishes the house to be sold whereas Lamide wished to continue living there.

Aishat and Jide would like to know whether they can force a sale of the house, and, if so, how the proceeds would be divided. Discuss the Legal issues raised and advise Aishat.

1. Write short notes on the following:

(a). Certificate of Occupancy

(b). Inconsistent grant under Section 5(2) of the Land Use Act 1978

(c). Doctrine in Walsh V Lonsdale (1882) 21 Ch.D 9