

BOWEN UNIVERSITY
(of the Nigerian Baptist Convention)
IWO, OSUN STATE
COLLEGE OF LAW
2024/2025 SECOND SEMESTER EXAMINATION
COURSE CODE: PCL 402 COURSE TITLE: LAND LAW II

ATTEMPT AT LEAST ONE QUESTION FROM EACH SECTION
ATTEMPT FOUR QUESTIONS IN ALL EACH QUESTION CARRIES 17^{1/2} MARKS
TIME ALLOWED: THREE (3) HOURS

Section A

1. Chukwuemeka entered into a written tenancy agreement with Mr. Bayo, the landlord, to rent a two-bedroom apartment in Enugu for a term of one year, commencing on January 1, 2023. The agreement required Chukwuemeka to pay ₦600,000 annually, in advance. Six months into the tenancy, Mr. Bayo began to demand that Chukwuemeka vacate the premises, claiming that his son, who was returning from the UK, needed it urgently. Mr. Bayo did not issue a formal notice to quit but continued harassing Chukwuemeka, including locking the front gate, cutting off electricity, and threatening to remove his belongings. Chukwuemeka has refused to leave, insisting he has a valid tenancy and cannot be evicted without due process.
Advise Chukwuemeka on his legal rights and remedies under Nigerian tenancy law.
2. In 2022, Mrs. Kehinde obtained a loan of ₦15 million from Zenith Bank Plc to expand her poultry business in Ibadan. She executed a legal mortgage over her developed property at Bodija as security for the loan. The mortgage agreement provided that if she defaulted, the bank could sell the property without going to court. By late 2023, due to harsh economic conditions, Mrs. Kehinde defaulted in her repayment. Without giving her any notice, Zenith Bank advertised the property for sale in a national newspaper and sold it subsequently to Mr. Durojaiye, the bank manager's cousin, at a price significantly below market value. Mrs. Kehinde claims she was never served a notice and was unaware of the sale until she was asked to vacate the premises. She now seeks legal advice on her rights. **Advise Mrs. Kehinde on the legality of Zenith Bank's actions and her available remedies under Nigerian mortgage law.**

SECTION B

3. "...An unregistered registrable instrument sought to be tendered for the purpose of proving or establishing title to land or interest in land would be inadmissible under section 15 of the Land Instruments Registration Law...." Per Ogbuinya J.S.C. in *Taan v. SCOA (Nig.) Plc* (2005) 6 NWLR (Pt.1985)1.
With the aid of judicial authorities, discuss the admissibility of an unregistered registrable instrument in court.

4. (a) The law recognizes different species/classes of *profits a prendre*. **Enumerate and succinctly discuss four of them (8 Marks)**
(b) To constitute an easement, an interest must possess certain characteristics. **Discuss the essentials of an easement. (9^{1/2} Marks)**

SECTION C

5. Mr. Ade, a holder of a statutory right of occupancy over a parcel of land in Lagos, was notified by a third party that his land had been allocated to another person by the Governor. He did not receive any formal revocation notice or letter from the government. The new allottee has now begun construction on the land. **Advise Mr. Ade on his legal rights and remedies under the Land Use Act, 1978, citing relevant statutory provisions and judicial authorities. (17^{1/2} Marks)**
6. Discuss the distinction between a right of occupancy and a certificate of occupancy under the Land Use Act, 1978. What are the legal effects of each, and how do they interact in the context of land tenure security in Nigeria? Support your answer with statutory references and case law.
(17^{1/2} Marks)