



REGISTRATION OF INSTRUMENTS AND THE DOCTRINE OF NOTICE IN NIGERIA

MUHAMMAD SANI

Department of Business Administration and Management, Federal Polytechnic, Bauchi

ABSTRACT

Registration of instruments is an important aspect of land administration in Nigeria and there has been difficulty by the parties to land transaction on what are land instruments and the problems of determining title to land. This paper shall discuss instruments as those documents which are the very mean by which a right or title to, or interest in land is conferred, limited charge or extinguished in favour of another party which are within the ambit of the Act and have to be registered. The paper shall also look at doctrine of notice which prevents the holder of a superior title for using it for purposes that are inconsistent with good faith and honest dealings.

Keywords: *Registration, Instruments, Doctrine, Notice, Nigeria.*

INTRODUCTION

Instrument means a documents effecting land in Nigeria, whereby one party (herein after) called the grantor, confers, transfers, limits, charges or extinguishes in favour of another party (herein after) called the grantee, any right of title to or interest in land in Nigeria includes a Certificate of Purchase and a power of attorney under which instrument may be executed but does not include a will. Perhaps one should add that it now includes a Certificate of Occupancy¹. Despite this definition, the meaning of the word instrument in land matters has not been free from controversy. A court was asked to determine the principle to be followed in deciding whether or not a document

¹ See S.2 of the Land Registration Act No. 36 of 1924

is an instrument under the Land Registration Act². In this case, one document was drawn by a letter written and another was drawn by a legal practitioner, alleged to be sales of land. Each document in fact described the parties to the sale, stated the price and the surveying plan in addition, there was a clause in each of the two documents in which the vendor gave an undertaking to execute a conveyance when called upon to do so by the purchaser and the documents were duly stamped, but not registered.

Under the Act, it should be noted that all instruments executed after the commencement of the Act³. And those documents executed before that date but which were not already registered must be registered⁴.....Also to be noted is that an instrument which should have been registered under the act but has been registered under the Act, shall not be admissible in evidence⁵. It was argued in this case that the documents were instruments under the Act and the court held that the two documents were not such as were required to be registered under the Act.

However, the same principle was followed in deciding whether any particular documents is an instrument, is that only those documents which are the very means by which a right or title to, or interest in land is conferred, limited charged or extinguished in favour of another party are within the ambit of the Act and have to be registered. In fact, it was pointed out in this case that if the right or title to or interest in any land is not conferred, transferred, limited charged or extinguished by the documents but conferred etc. independently of the documents by some other means and could exist without the documents so that the documents becomes only an appendage to that other Act or those other means, such a documents is not within the ambit of the Act.

But was also held in another case⁶, that a document even if not registered might be received in evidence as a declaration against the interest of its executants. But if the documents relied upon as evidence of title it must be registered. Similarly⁷, a document was received in evidence not to prove title but as an acknowledgement of the payment of money since the document had not been registered under the land registration Act 1924. The fact that the

² COKER V. OGUNYE (1939) 15. NLB. 57

³ January 1925

⁴ See SS 6 and 7 of the Land Registration Act

⁵ See S 15 of the Land Registration Act

⁶ ABDULLAHI V. MANUE (1944) 10 MACA. 172

⁷ OGUNBANMI V. ABOWABA (1951) 13. MACA 222

plaintiff in this case was in possession raised the presumption that he entered into possession under a contract of sale. If so, an equitable interest, capable of being converted into legal estate by specific performance, no doubt existed. It was also held that a receipt given by the OLOTO family constituted an agreement for sale co-opted with a receipt for purchase money and an undertaking to execute a proper conveyance. In view of all these decisions, it is submitted that the principle to followed in deciding whether or not a particular document is an instrument was correctly stated in COKER V. OGUNYE⁸. Although, it might have been wrongly applied in that very case. This paper shall discourse the procedure for registration of instruments in Nigeria and the doctrine of notice for purchase for value.

REGISTRATION OF INSTRUMENT IN NIGERIA

Under the provision of Land Registration Act, an instrument which ought to have been registered under the Act and is not registered will be void for non-registration. To this effect, the Act provides⁹ that every state grant executed after the commencement of this Act, and every instrument affecting land, the subject of a state grant whereby land is granted by a state or a non-native executed after the commencement of this Act shall so far as it affects any land, be void unless the same is registered within six months from its date or in the case of an instrument whereby land is granted by a native to a non-native from the date on which it received the Governor's consent. If executed in Nigeria or twelve months from its date or, in the case of an instrument whereby land is granted by a native to non-native, from the date on which he received the Governor's consent if executed elsewhere provided that the registration may extend to such periods whenever he shall be satisfied that the registration has been delayed without default or neglect on the part of the person acquiring the right or interest in the land in question.

The legal consequence of non-registration of an instrument also came up for consideration by court¹⁰ in which the appellant had applied for registration and the respondent opposed registration free from in cumbrances on the ground that there was a valid subsisting lease of the land. It was held that the alleged lease was invalid because someone other than the owner of the

⁸ (1939) 15 NLR. 57

⁹ S. 14 The Land Registration Act

¹⁰ ZAID V. DIAMONDIS (1936) 13 NLR 114

property had purported to execute it without the owner's authority. The lease was in fact not valid as contended, merely because it had not been registered in accordance with S. 14 of the Registration Act.

The question can then be asked whether registration can validate what would otherwise have been invalid if registered under S. 14 of the Act. The obvious answer is that registration will not of itself cure an instrument of any inherent defect. The West African Court of Appeal¹¹ had the opportunity to state that an instrument to which some of co-owners of the property were not parties was registered. It held that though the document was voidable not void, registration did not make it any less voidable, which decision was confirmed by the Privy Council¹².

SOME REQUISITES OF REGISTRATION

Whether a transaction is under customary or general law, there are certain legal requirements which must be satisfied if it is to be valid. Since the requirements are common to both systems of conveyance in Nigeria. We must also note non-registrable instrument¹³ which provides for three contingencies of such instrument namely:

- a. Any instrument declared void by any enactment repealed by the land registration Act 1924.
- b. Any instrument endorsed on another instrument under the one on which it is endorsed is itself registered.
- c. Any instrument which does not comply with the 1924 Act or any other operative enactment at the date of its execution.

Apart from these groups of instrument it is compulsory that all instruments executed either before or after the commencement of the 1924 Act must be registered. It must be noted in this connection that apart from a power of attorney, all instruments for registration must contain proper and sufficient descriptions on parts of the land in question, such as a plan or copy of it must be signed by a Surveyor¹⁴ and Surveyor General must counter-sign all plans or copies of plans of lands covered by State grants executed after 1st June 1915. Every instrument executed in Nigerian and intended for registration by

¹¹ JOHNSON V. OMISIWO (1943) 9. MACA, 187

¹² ONSANYA V. SHIWONIKU (1960) MNL.R. 169

¹³ See SS. 11 TO 13 of the Land Registration Act

¹⁴ See S. 10 of Survey Act 1918

grantors, one or more of whom is illiterate must be witnessed and duly attested by a Magistrate. All instruments executed outside Nigeria, but within a British Dominion or protectorate, must be duly certified or attested by a judge, a Police, Magistrate, a Justice of Peace, a Notary Public or a Resident Administrative Officer. If executed in any foreign country. Such instruments must be certified or attested by a British consul or other resident, accredited British representatives. All instrument requiring for their validity, the prior consent of the Governor or of any Public Officer must have such consent endorsed thereon or the registrar must otherwise be satisfied that such consent has been given¹⁵.

However, in LEO O. C. OBIJURU V. I. M. OZIMS¹⁶ the defendant possessor was sued for non-registration of lease agreement. In October 1956, the plaintiff's father entered into an agreement for a lease for 99 years of a parcel of land in Owerri, Imo State, the tenant agreed to pay an annual rent of \$4 and paid \$40 being 10 years rent in advance. The agreement in writing was not registered in accordance with the provisions of the land instrument Registration Law¹⁷. Immediately after execution of the agreement the lease was put in possession of the land by leasor cultivating, agricultural crops thereon. In 1969, both the leasor and the lease died and the lease devolved on the plaintiff while the remainder devolved on the leasor descendants. While the plaintiff's family were still in possession of the land, the leasor descendants published a public notice that they sold the land in question and warned that those person cultivating crops thereon should desist. In consequence of the notice the plaintiff paid the sum of \$64 to the leasor descendants being arrears of rent for the said lease. This money was accepted and a receipt issued. The plaintiff's solicitor also wrote a letter to the proposed buyer (the defendant) informing him of the plaintiff's continued interest in the land.

However, the defendant entered on the land, destroyed the plaintiff's crops, erected a zinc halt and placed heaps of sand on the land. He claimed that he had purchased the land from the leasor's descendants and that although he knew that the land in dispute was under cultivation, he was satisfied from a search at the Land Registry, that the land was free from any encumbrances. The plaintiff brought an action for damages for trespass and an injunction

¹⁵ See Elias, Nigerian Law (1971)

¹⁶ (1985) 4. S. C. 48

¹⁷ CAP. 72 LAWS OF EASTERN NIGERIAN 1963

restraining the defendant from entering onto the land. The trial judge admitted the lease agreement in evidence as a receipt for the payment of rent and found that the plaintiff has an equitable interest in the land of which the defendant had notice. The court therefore entered judgment for the plaintiff. The defendant appealed to the court of appeal which set aside the judgment of the trial court on the ground that the plaintiff had not proved his title. The court held that "the lease agreement was not evidence of title, since it has not been registered and that the judge should not have admitted the agreement as a receipt for payment of money without indicating what part of it he read as a receipt". The court further held that¹⁸:

"Action for damages for trespass is maintainable at the suit of the party in possession. The appellant is therefore entitled to succeed in his claim unless the respondents can show that he had a better right to the property in dispute. Since the respondent has notice of the appellant's prior equitable interest when he purchase the land, his legal estate cannot defeat the appellant's equity. The legal effect of the transaction is that the appellant has become the tenants of the respondent".

In Nigeria, the registration of instrument affecting the doctrine of notice and thereby that of priority between interest and right in land matters. The doctrine of bonafide purchase for value demonstrate a fundamental distinction between legal estates and equitable interest. A legal right is enforceable against any person who takes the property, whether or not he has notice of it, except where the right is overreached or is void against him for the want of registration.

If 'A' sells to 'B' land over which C has a legal right of way, 'B' take the land, subject to 'C's right even if he was ignorant of it, but it is different as regards equitable rights. Nothing can be clearer than that a purchaser for valuable consideration, who obtains a legal estate at the time of his purchase without notice of a prior equitable right, is entitled to priority in equity as well as at law¹⁹ in such a case equity follows the law, where there is equal equity, the law prevails. The onus of proving the purchase of a legal estate for value without notice rest on the purchaser.

Suppose that 'D' a fraudulent land owner forges a duplicate of the title deeds and deposits the genuine deeds with 'E' to secure a loan of money, thereby

¹⁸

¹⁹ PILCHAR V. RAWUMS (1972) 7. Ch 259

creating an equitable mortgage in his favour 'F' then sells the land to 'G' and conveys the legal estate to him, handing over to him the forged title deeds, and 'G' who has notice of 'E' equitable mortgage. 'G' who has acquired the legal estate bonafide for value without notice, has an equity to retain the estate equal to 'E's right to enforce his equitable claim to it, and therefore the court will refuse to give 'E' any relief as 'G'.

Again, the case of CAVE V. CAVE²⁰ illustrates both the basic rule and its modification. The sole trustee of the marriage settlement used the trust funds to purchase land in breach of trust, and took the conveyance in the name of his brother. The brother then created a legal mortgage in favour of 'A' and an equitable mortgage in favour of 'B' neither 'A' nor 'B' having notice of the trust. It was held that 'A's legal mortgage had priority over the equitable interest of the beneficiaries but that those interest had priority over the equitable mortgage.

Once the plea of a bonafide purchaser of the legal estate for value without notice is sustained by the court, any other encumbrances claim or interest will be postponed. And so it became an absolute unqualified, unanswerable defence and unanswerable plea to the jurisdiction of the court as in the case PICCHER V. RAWLINS²¹. But where the purchaser of the legal estate has bought the property with the prior equitable interest affecting the property, the claim of the prior equitable owner will be preferred in equity as in the case of COLE V. FOLAMI²² except where the subsequent purchaser of the legal estate acted bonafide for value without notice of the equitable interest at the time he gave his consideration²³.

An analysis of this plea may reveal that, for the plea of bonafide purchaser for value to succeed, the purchaser must establish that he is innocent of any equity attaching to the property and that he was acting in good faith. Also for him to be a purchaser for value, he must have furnishes sufficient, not necessarily adequate consideration for equity does not aid a volunteer. And in the end, he must have and not in the process of obtaining a legal estate or interest in which is enforceable against the whole world.

²⁰ (1880) 13. CH. D. 639

²¹ (SUPRA)

²² (1956) 1. FSC. 16 SEE also FRIFFIN V. TALADI (1948) 12. WRCA. 370

²³ See FOLASHADE V. DUROSHOLA (1961) DLL. MCR. 87

Note the modifications or qualifications as they apply to situations of better or superior right to legal estate²⁴, subsequent acquisition of legal estate and mere equities, for example right to set aside a conveyance on the ground of fraud, undue influence, mistake or have a document rectified as in the case of *LATEL INVESTMENT LTD V. HOTEL TERIGAL PROPERTY LTD*²⁵. Where ever it is established that a person is a purchaser of a legal estate for value, it must also be shown that he had no notice of any previous equitable interest on the property.

THE DOCTRINE OF NOTICE

Subject to certain exceptions, the purchaser must have had no notice of the equitable interest at the time when he gave his consideration for conveyance. Thus, where a purchaser who had notice of an equitable charge completed his purchase on the faith of a forged discharge, he was held to be subject to the charge, a purchaser who chooses to complete a reliance upon the assurance of the vendor's solicitor that an equitable interest has been gotten or destroyed does so at his own risk.

The function of notice is to prevent the holder of a superior title from suing such title for a purpose that is inconsistent with good faith and honest dealings. It is therefore to enable court of equity to bind the conscience of a purchaser of a superior title and forbids him to set up his superior title against prior owner's of inferior interest affecting the property as stated in the case of *BUCKLAND V. GIBBINS*²⁶. Therefore notice in equity may simply be described as one having knowledge of existing facts. Although we have seen that, even where the purchase price is paid in full, the legal estate remains with the vendor until a deed of conveyance is executed by him in favour of the purchaser and that the deed is tendered by him for registration, in equity the vendor is in conscience is executed by him for registration and that the court will enforce that obligation.

The equity also binds a subsequent purchaser from using it unless he is a bonafide purchaser for value without notice of the existence of equity. In

²⁴ See *THORMDICE V. HUNT* (1859) 3, De. G&J. 563

²⁵ (1965) 113. CLR. 265. See also *NATIONAL PROVINCIAL BANK LTD V. POINSWORTH* (1965) AC. 1175/1238

²⁶ (1863) 32. L5. Ch. 391/5. See also *CRAVEM V. CONSOLIDATED AFRICAN TRUST LTD.* (1949) 12 WACR. 443.

TAYLOR V. ARTHUR²⁷. The West African Court of Appeal held that the onus of proving that the purchaser of the legal estate has notice of the prior equitable interest lies on the owner of the equitable interest, and the action for specific performance brought by the owner of the equitable interest in that case was dismissed because he could not show that the defendant, purchaser of the legal estate, had notice of this equitable interest.

This decision is inconsistent with the decisions of English courts which were not cited to the court. It was held in WILKES V. SPOONER²⁸, that, as the purchaser of the legal estate can only avoid the prior equitable interest if he can show that he is a bonafide purchaser for value without notice, the burden of proving of absence of notice lies on him. It was also held in BIPHOSPATED GUANO V. ANTHONY GENERAL²⁹ that under such circumstances, it was not a case of first, a defence that the defendant is a purchaser for value and then a reply that he had notice, but a single defence that the defendant is a bonafide purchaser for value without notice, the onus of which is on the defendant.

Notice in this context does not mean actual notice alone. A purchaser is deemed to have notice of all the facts which, if he had made the proper investigation, such investigation would have revealed all the facts. Thus, a purchaser cannot avoid notice of equity merely by refusing to make the necessary investigation. Where a purchaser has notice of the existence of a document he is deemed to have had notice of its contents. Where the owner of an equitable estate is in possession, the possession constitutes notice of his interest to any purchaser of the legal estate³⁰.

An attempt to define the scope of the rule which was made by the Supreme Court in ORASANMI V. IDOWU³¹. Where both parties in the case traced their titles to the land in disputed owner of the land. The plaintiff respondent's claim to the and was by virtue of a sale to him by one, Coker who bought it in 1950 from the Administrator of Onitire (deceased) Coker held a deed of conveyance dated 28th August, 1950. The plaintiff – respondent had a deed of conveyance by Coker dated 3rd September, 1955. The defendants – appellant contended that he was the owner by virtue of a previous sale to him in 1936 by Onitire for which sale he held two receipts, although he had never had a

²⁷ (1947) 12. WACA. 179 See also Eraser V. Young (1940) 10. WACA. 135

²⁸ (1911) 2. KB. 475

²⁹ (1879) 11. CL. D. 327 at 486

³⁰ See OGUNBAMBI V. ABOWAB (SUPRA)

³¹ (1959) L. FSC. 40

deed of conveyance executed in his favour. It was found by the trial judge that he was not in possession when the predecessor of the plaintiff-respondent bought and obtained a conveyance. Accordingly it was held that the plaintiff was not affected with notice.

According to ADEMOLA CJF relying on OGUNBANMI V. ABOWAB³² that there must be in additions to payment of money, an undisturbed and continues possession for many years by the claimant or his successor's in title under whom he claims. In other words, it is not enough that the appellant should go into possession after the sale to him, but it is important to establish that he remained in possession.

Therefore notice in equity may simply be described as having knowledge of existing facts which may be in three forms as follows:

1. Actual Notice

A purchaser has actual or express notice of prior interest, if at the time of the negotiation when value was given by him, or at any time before the completion of transaction, he was in fact aware of the existence of such facts or interest. In other words, it must be given during the negotiation by a person interested in the property to person authorized to receive it. Thus in the case of IMAN V. IDOWU³³. Where the plaintiff had been digging and carrying away sand from Ogun river since 1948 under a licence granted by the owner of the land. In 1956, the owners granted in respect of the same land similar licence to the defendant. In 1957, the plaintiff obtained a Deed of grant of the lease from the owner under which the plaintiff could continue to carry away sand from the land. The plaintiff brought an action contending that the grant of 1957 gave him an absolute legal estate and so, he alone has the exclusive right to dig and carry away sand from the river. The court held that the plaintiff has actual notice of defendant possession. Apart from this, the defendant's possession and use of his right to dig sand has been openly carried out and possession of a tenant is notice to a purchaser of the actual interest he may have. Furthermore, the source of the purchaser's knowledge whether direct or indirect is immaterial provided it is reasonably established that he is fixed with notice of prior equity

³² (SUPRA)

³³ (1960 WNLR. 150)

before he acquires his superior title as can be seen in the case of ASOKE V. OBA³⁴.

2. Constructive Notice

A purchaser is regarded as having constructive notice of all that a prudent survey would have revealed, or would have put him on enquiring as to the existence of some rights or title in conflict with that he is about to purchase.

The presumptions is rebutted by the proof that the purchaser in spite of the existence of proper diligence, failed to discover any prior right which is inconsistent with the one he is about to purchase. Therefore, where there are sufficient facts calling for an enquiring which would have disclosed the encumbrances affecting the property and such enquiring is not made, the purchaser is bound by constructive notice of the encumbrances³⁵.

Thus, in the case of JOHNSON V. ONISEWO³⁶ KINGDOM. CJ held that the plaintiff at the time of the purchase, had notice of the defendant's lease which constituted an un-registered equitable interest or estate in the defendant and these the plaintiff legal estate which was subject to the defendant's equitable interest which the plaintiff has constructive notice of subject the defendant's. So also was the decision in LABINJO V. OLUFUMISE³⁷ where the court held that in accordance with section 3(1) of the conveyance Act 1882, the defendant had constructive notice of the plaintiff's. Its prior equitable interest³⁸. Therefore where purchaser would require a person to investigate the known but fail from doing so, which have facilitated. Such a person would be deemed to have constructive notice of the contents, which reasonable prudence would have revealed.

3. Imputed Notice

This is a notice which is neither actual nor constructive to the purchaser, but it is imputed to him through the actual or constructive

³⁴ (1960) L. WNLR. 208

³⁵ JEGEDE M. I., PRINCIPLES OF EQUITY. 52

³⁶ (1943) WACA. 189

³⁷ UNREPORTED SUIT NO, LD/355/68. See also HUNT V. LUCK (1902) 1. Ch. 428. See also OLUWO V. OSHIMUBI (1958). LLR. 21

³⁸ See S. 70 (1) of the property and conveyance law 1959 and S. 194 (1) of the same Law (Laws of Western Region of Nigeria) which incorporates S. 3 (1) of the conveyance Act of 1882 which stated equitable doctrine.

notice of anybody acting as his agent. In other words, this term covers actual and constructive knowledge acquired by the purchaser's agent acting as such in the same transaction. This is based on the principle that notice to the agent is notice to the principal. Thus in *G. B. OLIVANT LTD V. ALAKIJA*³⁹ the court held that the landlord was affected by the notice of an enquiring where it has come to the knowledge of his agent in the course of the transaction. However, knowledge acquired by an agent in a previous transaction will not be imputed to a purchaser as held by ADEMOLA CJF in *ORASAMI V. IDOWU*⁴⁰. While relying on the English case of *MOUNTFORD V. SCOTT*⁴¹ which was decided before the Conveyancy Act of 1882, that information acquired by a solicitor in one transaction cannot affect, (through the doctrine of imported notice) his principal in a subsequent transaction. The conveyancy Act of 1882⁴² provides that in order prejudicially to affect a purchaser with notice, it must be in the same transaction with respect to which a question of notice to the purchaser arises that it has come to the knowledge of his solicitor or other agent as such.

Furthermore, notice to a solicitor will not be notice to a client (imputed notice to a purchaser) if the solicitor is a party to fraud. It is provided by law⁴³ that a person shall be prejudicially affected by notice of any instrument, fact or thing unless on the same transaction⁴⁴. In most cases, barristers and solicitors are agents of the purchasers. Also in the absence of conspiracy where the same solicitor acts for both parties to a transaction, that is deed agency, any notice he acquires in the course of the transaction is imputed to each of the parties or principals.

Note that the doctrine of purchaser without notice extends to a person who claims through a bonafide purchaser for value without notice, even if such person in fact has notice. Therefore a successor in title with notice of an equitable interest will nevertheless not be bound by it if he purchases from a person who himself was purchaser without notice. If this were not so, an

³⁹ (1959) 4. FSC. 40 See also *OKUNUBI V. ASSAF* (1951) 13. MACA. 226

⁴⁰ (SUPRA)

⁴¹ (1856) 37. ER. 1105

⁴² Section 3 (1) (2)

⁴³ See S. 136 (i) (ii) of the Conveyancy Act 1882

⁴⁴ See S. 194 (i) (ii) Western Nigeria 1959 of the Property and Conveyancing Law

innocent purchaser might be unable to dispose of his property. But note cases of fraudulent dealings and breach of trust by trustees.

CONCLUSION

Registration of instrument is an important aspect of land administration in Nigeria. This is to prevent fraudulent practices among parties to land transaction, which is prevalent with regard to family property where a piece of land is sold to different persons at different time. The buyer of such property end up buying law suit as the case in OGUNBAMBI V. ABOWAB⁴⁵ where the situation of competing interest arose between parties to land transaction, the court shall be saddled with the responsibility of determining priority between them. This situation happens unfortunately frequently, where a man having title to land make contract by means of fraudulent concealment to get money from a number of different persons on security of land and then disappears, leaving the parties who have paid money to dispute among themselves as to the order in which they are to be paid out of the value of the land which is insufficient to pay all of them. In solving these conflicts, the court has gradually established various rules and these have been subjected to substantial modification by statutes enacted by various regimes at different time. In all it is only documents which are the very means by which a right or title to, or interest in land is conferred, limited, charged or extinguished in favour of another party are within the ambit of the Act and have to be registered before they are admissible in evidence.

REFERENCES

- Abdullahi V. Manue (1944) 10. WACA 172
Buckland V. Gibbins (1863) 32. LS
Cave V. Cave (1880) 13. CH. D. 639
Coker V. Ogunye (1939) 15. NLR. 57
Cole V. Folami (1956) 1. FSC. 16
Conveyancy Act of 1882
Cravem V. consolidated African Trust Ltd. (1949) 12. WACA. 443
Elias, Nigerian Land Law (1971) (Butter worths) P. 691
Eraser V. Young (1940)
Folashade V. Duroshola (1961). CH.D. 87
Friffing V. Taladi (1948) WACA. 12
Iman V. Idowu (1960) WNLR. 150
Inilkes V. Spooner (1911) 2. KB. 475

⁴⁵ (SUPRA)

Johnson V. Omisiwo (1943) 9. WACA. 187
Johnson V. Onisewo (1943) WACA. 189
Land Registration Act No. 36 of 1924
Laws of Eastern Nigerian Cap. 72 of 1963
Leo O. Obijuru V. I. M. Ozims (1985) 4 S. C. 48
National Provincial Bank Ltd. V. Pionsworth (1965) AC. 1175/1238
Ogunbanbi V. Abowaba (1951) 13. WACA 222
Okunubi V. Assaf (1951) 13. WACA. 226
Onsanya V. Shiwoniku (1960) MNL. 169
Orasanmi V. Idowu (1959) L. FSC. 40
Pilchar V. Rawums (1972) 7. CH. 259
Property and Conveyancy Law of 1959
Survey Act of (1918)
Taylor V. Arthur (1947) 12. WACA. 179
Thormdice V. Hunt (1859) 3. De. G&J. 563
Zaid V. Diamondis (1936) 13. NLR. 114