the area in which the land is situated. But a close look at the other provisions of the Acts will show quite clearly that this cannot be so. For example, the grant of the right must now be by local government (see section 6); 2 and by section 21 no transfer of such right can be effected without the consent of the local government. Indeed section 36 (5) appears to forbid any transfer or subdivision where the right arose under the section. Therefore, the chief who under Customary Law (in accordance with which the right is said to be held) was the person who can grant communal land or consent to the grant thereof has had his position affected. Or could it be said that there will now be a case of double consent, first by the chief in accordance with customary law, and then by the local government in accordance with the Act? In apparent recognition of this absurdity, perhaps is the set up for each local government, a Land Advisory Committee which is to advice the local government in the management of land in its area. It is interesting to note that in all the local government areas in the States of the West, the Chairman of such committee is usually the Oba or the Chief in the area or at least one such chief is made a member of the committee. It is not clear whether this is a mere coincidence or a deliberate effort to remove some of the absurdities created by the Land Use Act.

In any case, it is safe to conclude that the Act has customary tenure in mind but fails to give it adequate recognition and this omission, it is submitted, will provide one of the causes of

conflict or confusion in the days ahead. For even the concept of family ownership will still form part of our law. Apart from those cases where land was held by families in accordance with Customary Law prior to the Act, family property will still arise in the usual way either by express creation or by operation of law since there is nothing in the Act that affects this rule of law.

If the submission above is correct then our problem of uncertainty will still be with us even after the Act unless the consent of the Governor or the local government which is now required in most transfers can be used to regulate title to land. Here again the issue of double consent may come up. A disposition of family property must be in accordance with Customary Law and this law requires that it must enjoy the consent of the family as a whole, which consent has now been taken to mean the consent of the head of the family and the principal members. The consent of the Governor or that of the local government will therefore not validate a disposition of family property that is not in accordance with this rule.

CUSTOMARY TENANCY

The position of the customary tenant under customary law is slightly more interesting. Since he never had ownership but only possession, it could be said that his position remained unchanged. All that happens to him is a change of landlord. That is, his former over-lord was either a family or a

community and now it will either be the Governor or a local government. The provisions regarding consent contained in the Act need not bother him since he normally needed the consent of his overlord for any alienation. But it should be noted that under Customary Law, he held his land in perpetuity subject to good behaviour. It seems that his position here remains the same if the land is in non-urban area. Section 36 which enables him to continue in possession does not fix any duration for his possession in perpetuity subject of cause to the provisions contained in section 28 regarding revocation. Even when his land is in urban area, it seems that section 34 also does not fix any time for his possession and it can be argued that section 8 which provides that a statutory right of occupancy granted by the Governor under section 5 shall be for a fixed term ought not to be extended to right that are merely confirmed by the Act and are not in truth granted either under section 5 or at all. The customary tenant pays tribute to his overlord; he may now be required to pay rent to the Governor or the local government. In some important respects however, his right may be affected. If his land is in urban area, he may not be able to retain more than half hectare unless the same is developed. Where his land is in rural area, he enjoys greater freedom since there is no real limit to the land he can hold. The only limit contained in section 6 is wide enough to give him some comfort. His possession, however, is no longer exclusive since it is now subject to the right of the Governor. Again prior to the Act the right of a customary tenant may be forfeited on the ground of

misbehavior which may also constitute ground for revocation under section 28 of the Act. But revocation seems now to be automatic under the Act and unlike forfeiture, there is no room for the intervention of the court once the Act has been complied with. There is another question to determine under the Land Use Act. Let us assume that a piece of land was prior to the Act subject to customary tenancy. The Act then came and provides, under sections 34 and 36 that the land can continue to be held by the person in whom the same was vested immediately before its commencement. We know that under Customary Law both the overlord and his customary tenant have vested interests in that land which is subject to customary tenancy. Now, suppose the absolute owner of a piece of land was Aka Community or Aka family which granted farming rights to Awa Community or Awa family; then you have section 34 or 36 which provided that the land is to be held by the person in whom it was vested before the Act came into effect. How will this problem be resolved? Who will be entitled to a Right of Occupancy over the land? Would both families now be entitled? It seems that the answer to these questions are not as obvious as it might seem, since there is no provision in the Act for revoking an existing right except as contained in s. 28. The problem appears to have resulted from the use of the word "person" as here used will include the overlord, the customary tenant, the family or indeed the community as known to customary law. This point is also important in interpreting section 36 where the same word is used. If the overlord, the customary tenant, the family or the

community comes within the word, as indeed it must do if an absurd result is to be averted, then there is the further problem as to the unit of holding. For example, when the Act provides for the maximum size of undeveloped land in urban areas which can be held by any person within any one sate, there may be the problem of deciding who is the person for this purpose. Is it the family in the case of family land or the individual member of the family who is referred to in the Act? If, for instance, prior to the Act a family was under customary law entitled to one thousand hectares of land in what has now become urban areas of a state, do you cut this to half an hectare or do you line up all the members of the family and give each half hectare? This difficulty will also arise in the case of land held by customary tenants and communities prior to the Act. It seems these problems will have to be resolved by High Court on application to it under section 39.

(1) The view that the customary tenant should, as against his overlord, be entitled to a right of occupancy in the land can be sustained only under section 36(3) where the land in question is in non-urban area and the land was prior to The Act being used as agricultural land by the tenant as the subsection provides:

(2) Any occupier or holder of such land, whether under customary rights or otherwise howsoever, shall if that land was on the commencement of this Act being used for agricultural purposes continue to be entitled to

possession of the land for use for agricultural purposes as if a customary right of occupancy had been granted to the occupier or holder thereof by the appropriate Local Government and the reference in this sub-section to land being used for agricultural purposes includes land which is in accordance with the custom of the locality concerned, allow to lie fallow for purposes of recuperation of the soil.

(3) On the production to the Local Government by the occupier of such land, at his discretion, of a sketch or diagram or other sufficient description of the land in question and on application therefore in the prescribed form the Local Government shall if satisfied that the occupier or holder was entitled to the possession of such land whether under customary rights or otherwise however, and that the land was being used for agricultural purposes at the commencement of this Decree register the holder or occupier as one to whom a customary right of occupancy had been issued in respect of the land in question.

So, it can be argued that at least in a case coming within this subsection, the Act intends to recognize the user of the land to the exclusion of all other claims. It should be noted that section 36(4) of the Act dealing with Customary Right of Occupancy over developed land used the term "vested" as occurred throughout section 34 and therefore the problem of ascertaining in whom the

land was vested for the purpose of entitlement to a right of occupancy is to be limited to the case of use for agricultural purposes only or is to cover all cases of undeveloped land within non-urban areas since the expression "undeveloped land" is not used in the subsection. It should be noted that while in section 34 of the Act the word "vested" is used, section 36(2) prefers the expression "being used". Under section 34 therefore the person who is to be entitled to hold a right of occupancy in the land as if the same granted by the Governor is the person in whom the land was "vested" immediately before the commencement of the Act. Under section 36(2) however, the person who shall be entitled to possession of the land as if he held a customary right of occupancy granted by the government shall be the person by whom the land was "being used" for agricultural purposes. It is clear that these terms are capable of many interpretations and are bound to raise many problems in future.

CHAPTER THIRTEEN

THE NATURE OF A RIGHT OF OCCUPANCY UNDER THE ACT

Having disposed of the problem of certainty to title in the Land Use Act, this chapter will examine the true nature of the right of occupancy introduced by the Act, reject the suggestion that the right is another form of leasehold interest and assert, instead, that the right is a new form of right not coming within any form of right known to property law.

Section 1 of the Act provided that all land comprised in the territory of a state within Nigeria is vested in the Governor of that State. The effect of this provision is to vest absolute title to and within a State in the Governor of the State who will hold in trust for the people of his State. The Governor is empowered to grant statutory right of occupancy to any person for all purposes; and each local government area is also empowered to grant customary right of occupancy over land within the non-urban area of its jurisdiction. The Act introduced two types of rights of occupancy. A right occupancy granted by the Governor is described as a statutory right of occupancy while a right of occupancy granted by the local government is termed as customary right of occupancy. Both rights are defined in section 50 of the Act.

This section states:

"Customary right of occupancy" means the right of a person or community lawfully using or occupying land in accordance with customary law and includes a customary right of occupancy granted by a local government under this Act".

"Statutory right of occupancy" means a right of occupancy granted by the governor under this Act".

Both definitions here, it must be observed are based on similar definitions in section 2 of the Land Tenure Law 1962 which was operative in the Northern States before the promulgation of the Land Use Act. That section defines a Customary Right of Occupancy to mean the title of a native community lawfully using or occupying native land in accordance with native law and custom; and a statutory right of occupancy is defined as a right of occupancy granted by the Governor or the Minister or by any public officer or native authority duly authorized and empowered in that behalf.

The Land Use Act, unlike the Land Tenure Law, did not define the right of occupancy itself although it defines both the statutory and the customary rights of occupancy. The Land Tenure Law goes further to define the right itself independent of whether it is customary or statutory. Under this Law a right of occupancy is defined as "a title to the use and occupation of land and includes a customary right of occupancy and statutory right of occupancy". A right of occupancy under the Act is described as customary or statutory depending on whether such right exists over land in urban or non-urban area or whether it is

granted by the Governor or the local government. All rights of occupancy existing over land in non-urban are deemed to be customary save where such rights are granted by the Governor since the Governor cannot grant customary rights of occupancy. Similarly all such rights over land in urban areas are deemed to be statutory. The latter can only be granted by him over land in non-urban area.

The reason for the brief reference made to the Land Tenure Law is to trace the origin of the new right being discussed. It will be argued here that the right of occupancy introduced by the Land Use Act is neither a proprietary right as known to the property Law nor a personal right. The title of the Act, it would seem from its contents, is most misleading. It is clear from the provisions of the Act that it is not concerned with the control of land use but with the rights over land which is in the present context is the issue of ownership of land. The Act would seem also to be concerned with the mode of acquisition of rights over land and the quantum of such rights which can be held by an individual. It has as its preoccupation the divesting of citizens of ownership rights in the land and reverting the same in the various governors while leaving the original or former owners with at best mere rights of occupation.

The marginal note to section 1 reads, "Vesting of land in the state". Since most lands were before the Act vested in its various private owners, the Act must be presumed to have first divested these owners of the land before it could revert the

same in the state through the Governors. The provision that land is now to be held in trust for the people is no doubt another *suggestio falsi*. It can be easily shown that the Nigerians as referred to in this section are not true beneficiaries as known in the Law of Trust since they have none of the powers of the beneficiaries in case of abuse by the trustee Governors. Professor Nwabueze expressed the same view on the argument that the Land and Native Rights Act required the Government to act as trustee for the natives in regard to the land. He said in his Nigerian Land Law:

"It is as well perhaps to emphasis that the concept of trusteeship is used here in a loose and figurative sense; it confers upon individual natives no rights which a beneficiary has against a trustee in English Law. No native can claim against the Government on account for any benefits accruing from the lands. The obligation of the government is to administer the lands for the use and common benefits of the natives as a whole"

Section 1 of the Act read: "Subject to the provisions of this Act all land comprised in the territory of each state in the Federation are hereby vested in the Governor of that state and such land shall be held in trust and administered for the use and common benefit of all Nigerians in accordance with the provisions of this Act".

The Act it will be noted provides that the land of Nigeria shall be for the use and common benefits of all Nigerians who have

been constituted beneficiaries. It is not clear whether this means that a non-Nigerian cannot use Nigerian land any longer.
In apparent recognition of the possible omission of non-Nigerians from its provisions, the Act provides in section 46 as follows:

"The National Council of States may make regulations for the purpose of carrying this Act into effect and particularly with regard to the transfer by assignment or otherwise howsoever of any rights of occupancy, whether statutory or customary, including the conditions applicable to the transfer of such right of occupancy for the persons who are non-Nigerians".

Power to make regulations under this section must be limited to the making of regulations governing the transfer by assignment or otherwise it cannot be extended to power to grant a fresh right of occupancy in favour of a non-Nigerian since this is not specifically provided for in the section. It may be possible however, for the National Council of States to make regulations for the purpose of carrying the Act into effect. On the other hand, it can be argued that this general power must be limited to procedural regulations and should not be extended to cases dealing with substantive rights such as the right of a non-Nigerian to take a grant of fresh rights of occupancy from the Governor, in contravention of section 1 of the Act.

Further, recourse can be had to section 4 of the Act which provides that: "Until other provisions are made on that behalf

and, subject to the provision of this Act, land under the control and management of the Governor under this Act shall be administered.

(a) In the case of any state where the Land Tenure Law of the former Northern Nigeria applies, in accordance with the provisions of that Law; and

(b) In every other state, in accordance with the provisions of the State Land Law, applicable in respect of state land in the state, and the provisions of the Land Tenure Law or the State, Land Law, as the case may be shall have effect with such modifications as would bring those laws into conformity with the Act or its general intendment

It may therefore be possible to invoke these laws for the purpose of making grants to non-Nigerians.

Section 5 of the Act which empowers a Governor to grant statutory rights of occupancy to any person or organization do not appear to help. The problems here is in the words "any person" which may be taken to include a non-Nigerian or an alien but this may be said to be against the express provision of the Act as contained in section 1 which declares that Nigerian land shall be for the use of Nigerians.

A further point arising from the concept of trust introduced by the Land Use Act is that the impression is given that Nigerians are still accepted as the real owners of the land

and that it is only the legal estate that is vested in the Governors. However, two provisions of the Act considered hereafter, negate this theory. Both sections 21 and 22 of the Act forbid transfer of a right of occupancy without the requisite consent. But, although section 22 dealing with statutory right of occupancy requires that the Governor consent must first be had and received, section 21 which deals with alienation of Customary right of occupancy is not so emphatic. This section merely requires that the consent of the Governor or the Local government as the case may be must be obtained. Although section 26 renders void any transactions or instrument which purports to confer or vest in any person an interest in land without requisite consent" it does not appear that the section will be as violent as it appears. This view is offered in spite of the provision in section 22 of the Act which makes the alienation of a statutory right of occupancy without the required consent unlawful. An interesting point may arise. If it is accepted that the equitable interest resides in the holder and therefore need not be granted, and the Governor is concerned nerely with the legal interest which has been vested in him by ection 1, then all these restrictions about transfer must relate to he legal estate only; so that it may be necessary to enquire urther the true effect of section 26 which renders void any ransfer of an interest over land without the consent of the Governor. Since an interest over land could either be legal or equitable one would wonder if this bar would affect a transfer of an equitable interest. In the enquiry into this requirement of

consent a distinction has been made earlier between the provisions of section 5 which requires that the consent must be first had and received and section 6 which merely required the obtaining of consent. If we accept that section 1 only vests the legal estate in the Governor, then there appears to be no difficulty, since an interest over land can still be transferred without restriction at least in so far as relates to equitable interest. But the section forbids the transfer of any interest or right over land which must mean a reference to both the legal and equitable interest.

Further it would seem from the provisions of section 34 that there is no restriction whatsoever on the transfer of a right of occupancy to developed land since subsection 7 of the section which bars transfer without consent only relates to transfer of undeveloped land. In this regard one should hasten to point out the bar of section 26 will not affect the position of the section. The latter merely provides that transfers must be in accordance with the provision of the Act. Further any suggestion of equitable ownership residing in the citizen is questioned by the provision of section 25.

This section provides: In the case of the devolution or transfer of rights to which any non customary law applies, no deed or will shall operate to create any proprietary right over land except that of a plain transfer of the whole of the rights of occupancy over the whole of the land.

Although it is clear that the section is very poorly drafted and some of the issues raised therein are obscure, it is clear also that the section suggests that a right of occupancy is not a proprietary interest in land and therefore a holder is not at liberty to create one out of it. The section also makes it clear that what can be transferred is a right of occupation. This therefore is the gist of the right. The Act unlike the Land Tenure Law refrains from using the word title in defining both statutory and customary right of occupancy. It may be further argued that a right of occupancy does not confer even a possessory right.

A right of occupancy under the Act cannot be a lease, although on the face of it, a right of occupancy bears some similarities to a lease. The Governor being the owner of the land makes the grant to the holder for a term. Then there could be said to exist a relationship of landlord and tenant between him and the grantee. Section 14 of the Act provides that "the occupier" that is, a holder of a statutory right of occupancy under the Act shall have exclusive rights to the land, the subject of the statutory right of occupancy against all persons other than the Governor. Section 15 also provides that "during the term of statutory right of occupancy the holders shall have the sole "right to an absolute possession of all the improvements on the land". These two sections alone deal with the right of an occupier or holder over the land in his occupation. It must first be pointed out that reference to "occupier" in section 14 is confusing since

under section 50 an occupier is defined as "any person lawfully occupying land in accordance with customary law". It is clear that section 14 is limited to statutory right of occupancy which is defined in section 50 to mean "a right of occupancy granted by Governor under this Act". It is possible therefore that an occupier within section 50 will be holding a statutory right of occupancy since this right cannot be enjoyed under customary law or in accordance with it. It is submitted that the term "occupier" is better used with reference to the Act in relation to customary right of occupancy and a more appropriate term in section 14 is the "holder" as it is clear that the section only deals with statutory rights of occupancy and holder according to section 50 means any person entitled to a right of occupancy be it customary or statutory. It is intended to use the words accordingly. If the view expressed that section 14 is limited to statutory rights of occupancy is correct, it means that there is nothing in the Act to define the right of occupancy. Section 6(4) however, provides that the local government shall have exclusive rights to the land occupied by it against all persons except the Governor. It can be presumed that if the local government which is the grantor of a customary right of occupancy holds subject to the Governor's right, it follows, that the grantee from it must hold subject to the same limitation. We have already noted that only two sections of the Act namely sections 14 and 15 deal with the rights of a holder in relation to the land or improvements on the land subject to no restriction except in matters of alienation which must be with the

Governor's consent although this might exist only during the subsistence of the term, section 14 deals with the right over the land itself and provides that such right is subject to the right of the Governor who is grantor or the deemed grantor as the case may be. Thus the right of the holder under this section is not absolute in the full sense of that word. It should be noted further that while section 15(a) provides that the holder shall have the sole right to an absolute possession of all the improvements on the land during the term of a statutory right of occupancy, Section 14 merely provides that in relations to the land itself the holder shall have exclusive rights against all person other than the Governor.

The section avoids the expression "exclusive possession" which is used in section 15 relating to improvement on land. Even if we take it that exclusive possession and exclusive rights are synonymous, it is clear that the possession here ceases to be exclusive once it does not include power to exclude the grantor. In Pollock and Wrights, Possession in the Common Law at page 20, the following statements occurred:

"Possession is single and exclusive. As the Romans said: 'Plures eandem rem in solidum possider non possunt' physical possession is exclusive or it is nothing.

Lord Denning made the same point in Strand Securities Caswell, where he said: "we have had several cases lately in which we have held that possession in law is, of course, single

and exclusive". Lord Denning no doubt had in mind those cases which distinguish a lease from a license since it is now a cardinal rule that a person who claims a lease must first show that he has exclusive possession against all persons which must include the grantor of the alleged lease and it has been said that possession cannot be exclusive where the grantor is not excluded.

All that is said above as regards a statutory right of occupancy not being applied mutatis mutandis to customary right of occupancy and it will be noted further that in the case of a customary right of occupancy a further disqualification is that it is not granted for a fixed term and is not at a rent.

Another point against a right of occupancy being viewed as a lease is that the mode prescribed for its determination by the Act is alien to a leasehold interest. Under section 28 (1) of the Act, a right of occupancy can be revoked by the Governor for overriding public interest.

What are regarded as overriding public interests are listed in subsections 2 and 3 of the Section. Subsection 5 of the section also provides that a right of occupancy may be revoked by the Governor on the ground of breach of any of the terms of his holding by the holder of the right. Then subsection 6 provides that a revocation is to be signified under the hand of a public officer duly authorized by the Governor; and under subsection 7, the title of the holder is to be extinguished on receipt by him

of the notice of revocation. One striking point here is that revocation of a right of occupancy which takes effect on receipt of notice thereof gives the impression that the right is mere liken to a license than to a lease. Whereas it is usually in law of property to talk of revocation of a license, being a personal right, the term is never applied in the case of a lease where it is customary to talk of forfeiture. The terms revocation and forfeiture probably have peculiar meanings and forfeiture which is the creature of common law, has had a long history in relation to leasehold interest. Indeed the procedure which governs forfeiture is now to be found in section 14 of the Conveyancing Act 1881 and section 161 of the Property and Conveyancing Law. Revocation can be described as peremptory while forfeiture, being a mode of terminating an established interest in land, is now expected to follow laid down procedures. The impression is therefore created that the Act intends to convert the original rights of a private owner of land to such as is capable of being dispensed with by the Government without delay. This further confirms that a right of occupancy cannot be a lease.

If a right of occupancy is not a lease then the provisions contained in sections 22 and 23 about sub-leases and sub-under leases must be inconsistent with the right since a sub-lease or a sub-under lease cannot be created out of an interest that is not a lease. The conveyance must therefore be warned not to create impossibility. The transfer of a right of occupancy must take

the form of an assignment. But it should be possible for the holder of a right of occupancy to make a sub-grant of his right to another person. Thus if we ignore technicality for the moment., it is clear that sub-term can be created out of the original term being held by a holder or out of his expired term.

If A is the holder of a right of occupancy granted by the Governor which must be for a fixed term he ought to like a lease holder to be able to make sub-grant to B of his grant. But the point being made here is that (1) any reference to a lease or sublease in the instrument giving effect to these transactions should be avoided and (2) that the relationship of parties to any transaction relating to a right of occupancy will be governed strictly by the provisions of the Land Use Act and not by the general law relating to landlord and tenant. It is possible, however, that some principles of landlord and tenant might have been incorporated into the Act. For example, the provisions for rent and other terms contained in a certificate of occupancy. This may show that the right bears some similarities to a lease; it nevertheless does not make it a lease and it is submitted that it will be wrong to treat it so. But although it has been argued that a right of occupancy under the Act cannot be a lease, it is also difficult to argue that it could be a license despite the similarities already noted.

A right occupancy under the Act is both alienable and transferable even though this can only be done by the

Governor's consent. A right of occupancy is also transmissible and can be left by will. A license in the strict sense, being a personal right does not enjoy any of these qualities. Hence any attempt to transfer a license either by will or intervivos must result in its termination. Apart from these legal differences, it is clear, that a right of occupancy seeks to create a substantial right, something more real and more permanent than is envisaged in a license. It is therefore not possible that such a right can exist as a license.

Another similar interest to a right of occupancy is the customary tenancy that existed under customary law. Judges have sought to give this interest the status of leasehold. Indeed Martindale J. had to assert the right of the customary tenant against the overlord in Chief Etim V. Chief Eke.

"It is now settled law that once land is granted to a tenant in accordance with Native Law and custom whatever be the grantee, the only right remaining in the grantor is that of reversion, should the grantee deny title or attempt to alienate". In Josiah Aghenghen and Others V. Chief Maduka Waghoreghor, the Supreme Court examined the nature of customary yardstick:

"The main question therefore is: what is the legal nature of the interest of customary tenant on the land granted to him? In customary land law parlance, the defendants are not gifted that land; they are not borrowers or lessees; they are grantees of

land under customary tenure and hold, as such, a determinable interest in the land which may be enjoyed in perpetuity subject to good behavior. They enjoy something akin to emphyteusis, a perpetual right in the land of another".

It is clear from the view of the judges expressed in the above cases as to the rights of a customary tenant in relation to the land he holds that a right of occupancy does not confer similar rights on the customary tenants as a holder under the Act. As already noted the holder does not enjoy the type of exclusive right to possession accorded to the customary tenant under customary law and at least in the case of Statutory Right of Occupancy, granted by the Governor. The holder's right is not in perpetuity but for a definite term.[18]

The point ought also to be made that the mode of determining a customary tenancy is by forfeiture not by revocation. Finally it is an established rule of customary law that it is not only the customary tenant who may not alienate his land without the consent of his overlord, the overlord also cannot alienate the land which is subject to customary tenancy without the consent of his customary tenant. On this point the Supreme Court made the following observation in Chief Maduka Waghoreghor and Others v. Josiah Aghenghen and Others.

A very important factor is that the grantor of the land once it has been given to the grantee as customary tenants, cannot

thereafter grant it or any part of it to a third party without the consent or approval of the customary tenants".

From the above observation, the conclusion can easily be reached that a right of occupancy under the Act is distinguishable from a customary tenancy under Customary Law.

It seems therefore that a right of occupancy under the Land Use Act has no comparable interest existing in our law. A right of occupancy under the Act is like the right of occupancy under the land Tenure Law, a new form of right hitherto unknown to the Nigerian Law. The Privy Council's view on this matter is in line with their submission. In considering the nature of a right of occupancy under the Tanganyika land ordinance which bears the same characteristics with the right of occupancy under the Act, the Privy Council said

"The intention of the Land Ordinance was to establish an entirely new interest in land, similar to leases in some respect but different in other.... The Act was intended to be a complete code regulating the respective right of the crown and the occupier".

It is submitted further that everything said by their lordships in their interpretation of the Tanganyika ordinance must be true of the Nigerian Land Use Act. This is so in spite of a contrary view expressed in Majiyagbey Attorney General its

determination must comply with section 14(1) of the case can be ignored as the same court held that the purported revocation cannot be valid not being in due form and not having been signified by the appropriate officer.

It is interesting to note however that many Nigerian text-writers accepted the view expressed in Majiyagbe's case without question. It is submitted that there is no reason why a right of occupancy must be a lease. The categories of rights over land need not be closed. In the writers' view a right of occupancy is hybrid form of right, something between a personal and proprietary right and it is believed that this conclusion is the one that will best reveal the true nature of the right.

CHAPTER FOURTEEN

ALIENATION OF RIGHT OF OCCUPANCY

In general, a right of occupancy may not be transferred without the written consent of the Governor or Local Government first had and received.

The rule that the consent of the Governor or that any of the local government must be first had and obtained before any transfer of right over land can be effected is perhaps the most potent of the provisions that can enhance security of title. By requiring the consent of the Governor to such transfers it will be possible to control and regulate them and with proper records of all transfers being kept, this will operate as another form of registration of title. Some aspects of the consent issued under the Act will be considered under this heading. First we will look at the circumstances when consent must be obtained to a transfer of right over land inter vivos. Secondly, we will consider the consequences of a failure to obtain such consent under the Act.

So general and embracing is the requirement of consent under the Land Use Act that there is widespread initial misconception of the provisions contained therein. Indeed, majority of the citizens felt that the effect of the Act was to bar completely any transfer of right over land. So strong was this feeling that a contrary opinion held by members of the public

must be placed at the doors of the information organs of governments which disseminate what in reality is a fallacy. It must be strongly affirmed here that the Land Use Act subject retains the cardinal principle of transferability of right over land subject only to the need for obtaining consent.

Circumstances when consent will be required

Two consenting authorities are recognized by the Act. They are the Governors whose consent must be first had and obtained before any dealings with statutory right of occupancy. The other are the local governments in the case of dealing with Customary Rights of Occupancy. As stated earlier the discussion which follows will be limited to inter vivos transactions.

Urban Land

Where land is in urban area, a distinction must be drawn between developed and undeveloped land. The only right of occupancy that can exist over such land is statutory. That is the right of occupancy granted by the Governor under section 5 or the one that is deemed granted under section 34. In the case of developed land, if the right is granted under section 5 by the Governor then by section 22 and 23, it cannot be alienated or dispose of in any manner without the consent of the Governor first had and obtained. The same applies where the land is undeveloped provided the right is granted by the Governor. But no consent is required in two cases. The first is where an

equitable mortgage of the right has been created with the consent of the Governor, then there is no need for obtaining consent to create a legal mortgage in favour of the conveyance or release by a mortgage whose mortgage was with the consent of the Governor.

However, where the statutory right of occupancy is not granted by the Governor but is deemed to be granted under section 34, the rule is slightly different. In that case where the land is developed, there is no requirement for the consent of the Governor to the alienation of the statutory right of occupancy over such land. Of course, if the development takes place after the owner had obtained a certificate of occupancy, and this is carried out in accordance with the terms of the certificate, such developed land will come within the provision of section 15 (2) and neither the land nor the improvement thereon can be transferred without the consent of the Governor. The claim that no consent is required to alienation of a Statutory Right of Occupancy over developed land that is deemed granted under section 34 is based firstly on the fact that the ban on alienation without consent contained in the section is limited only to undeveloped land. Secondly, section 22 which bars alienation of a Statutory Right of Occupancy, although does not distinguish whether the same is held over developed or undeveloped land, it must be one that is granted by the Governor as opposed to being deemed to be granted. Support for the view that then, the distinction between actual grant and

presumed grant within the Act is not academic can be found in section 39 where the Act in defining proceedings which can be brought before the High Court, state thus:

"Proceedings in respect of any land the subject of a statutory right of occupancy granted by the Governor or deemed to be granted by him under this Decree".

It is clear from this provision that the Act recognizes the distinction hence the inclusion of the two cases here. It therefore follows that it will be wrong to include a case of presumed grant where a provision is made for cases of actual grant only.

Non-Urban Land

Where land is situate in non-urban area otherwise known as rural area, two types of rights can exist. Where the right is granted by the Governor the right is called Statutory Right of Occupancy but if the right is granted by the local government under section 6, it is called Customary Right of Occupancy. Under section 36 of the Act a right of occupancy is also deemed granted to any person in respect of land which was being used by him or which was vested in him before the commencement of the Act. We are concerned here with the provisions relating to consent in respect of alienation of Customary Right of Occupancy. It seems there is conflict between the provision in section 36 which deals with where the right deemed granted and section 21 which deals with all types of rights of occupancy

presumably whether actually granted or deemed to be granted. Section 36 appears to forbid any alienation of rights arising under the section and consent is immaterial here. Section 21 however, permits transfer of Customary Rights of Occupancy provided that consent to such transfers has been obtained. Section 21 provides:

"It shall not be lawful for any customary right of occupancy or any part thereof to be alienated by assignment, mortgage, transfer of possession, sublease or otherwise however".

(a) Without the consent of the Governor in cases where the property is to be sold by or under the order of any court under the provisions of Sheriff and Civil Process Law; or

(b) In other cases without the approval of the appropriate local government.

Section 36 (5 provides:)
"No land to which this section applies shall be sub-divided or laid out in plots and no such land shall be transferred to any person by the person in plots whom the land was vested as aforesaid."

Under Section 21, it would appear that the transfer of a Customary Right of Occupancy will, in general, require the consent of the local government and only when sale is to be made by order of the court that the consent of the Governor is to be obtained.

CONSEQUENCES OF FAILURE TO OBTAIN CONSENT

We have stated the above circumstances when consent would be required for alienation of a right of occupancy, be it statutory or customary and those circumstances when consent need not be obtained. We will now consider the consequences, which follow failure to obtain consent when one is required. It is intended first to go through the main provisions of the Act on this point and then consider what is likely to be the judicial attitude to them. As these provisions have not been coming to court for interpretation, the method adopted in the present analysis is to look at what the judges have been doing in dealing with similar provisions with a view to ascertaining what their attitude to the present provisions would be.

Sections 21, 22, 23 and 34(7) as we have seen, forbid alienation of rights of occupancy in any manner without requisite consent, and Section 28(2)(a) and (3) (d) make such alienation without consent, a ground for revocation of the right. Under Section 26, any alienation without consent, shall be null and void, and subsections 8 and 6 of Sections 34 and 36, respectively, which deal with rights of occupancy that are deemed granted, make wrongful alienation illegal by providing stiff penalty for them.

The above provisions can therefore be classified into three categories. The first class is those provisions that prohibit alienation without consent. The second renders alienation without consent, null and void, and the third makes the alienation illegal where it applies.

Professor Nwabueze had sought to make another distinction. He claims that where the bar is contained in the statute, it makes the prohibition an intrinsic part of the right, which makes it worse off than where a statute merely enables such prohibition to be included in a grant based on the statute. He argued that the first was the approach adopted by the Act under consideration and that the second was the approach in the various state land laws. It is submitted that there is no need for this distinction. The point seems to be whether alienation is prohibited or not and it does not matter what form this prohibition takes. He contends that where the prohibition is by the statute itself, any transaction without compliance is illegal. This is a very startling proposition and one not in accord with authorities. He finally submits that alienation without consent, of a right of occupancy under the Land Use Act, will not only be void but also illegal.

It is again submitted that this conclusion cannot be justified either within the Act itself or by the authorities. One striking thing about Professor Nwabueze's treatment of this point is that he failed to make any use of the provisions in the Land Tenure Law, which have enjoyed judicial interpretations. His comments were limited to the state land law and Acquisition of Land by Aliens law. Of course, it is quite clear that the Land Use Act shares more in common with the Land Tenure Law than with these other laws. The only new provisions in the Act which can form the basis for holding that any transaction will be illegal, are those contained in Sections

34(8) and 36(6). It should be noted however that these two cases are limited to alienation of rights of occupancy that are deemed granted under both sections, and cannot apply to cases of actual grant either under Section 5 or Section 6. It will therefore be wrong to say that any alienation of a right of occupancy without consent will be illegal under the Act.

Following our earlier analysis, Sections 21, 22 and 23 of the Act appear to adopt Section 27 of the Land Tenure Law. Again, Section 28 (2) (a) and (3) (d) repeat Section 34 (2) (b) and (3) (e) of the Land Tenure Law so that apart from Section 34(8) and 36(6), there is nothing really new in the Act on the issue of consent.

The true distinction, which can be made between alienation of private land and alienation of State land on the one hand and alienation of rights of occupancy under both the Land Tenure Law and the Land Use Act on the other hand, is that a lease of private land usually contains covenant against assignment of the lease without consent. The state land laws also imply this covenant in any lease of State land. But both the Land Tenure Law and the Land Use Act, in addition to prohibition or assignment, renders this null and void. This, in fact, is the approach adopted in all the laws regarding acquisition of land by aliens, which are operative in the state. The state of the law is therefore that where, "there is a covenant against assignment without consent" as in the case of leases of private land or of state land containing express or implied prohibition against assignment of the lease without consent, but there is no provision that an assignment of such lease without consent is to be null and void; an assignment of such lease

without consent will not be void: the interest created will vest in the assignee, while the breach of covenant will render the interest liable to forfeiture upon re-entry, where the lease contains a forfeiture clause. The assignor of course, will always be liable in damages for breach of covenant. But until forfeiture, the assignee's interest remains valid. On the other hand, where the statute expressly provides that such transaction shall be void unless consent is had and obtained, no interest will pass until the consent is obtained. This will be the case under the Land Use Act as it was under the Land Tenure Law and the various Acquisition of Land by Aliens Law. In Solanke Vs Ahmed, the Supreme Court held that although no interest would pass until the consent is obtained; the transferor or assignor should not be permitted to resile from his obligation. That is, the owner of right of occupancy will not be allowed to take advantage of his own wrong by being permitted to resile from refusing to obtain the necessary consent and still keep his land in breach of agreement. This case was decided on the Land Tenure Law and is based on the principle that the law does not make such transfer illegal but merely renders it null and void. This decision, of course, will not apply under the Land Use Act where Sections 34(8) and 36(6) apply. Here, the transfer or alienation will not only be void but it will be illegal in view of the provisions contained in the Sections. The court will therefore not be able to help any party to such an illegal transaction, since they will be in pari. Fortunately, however, these provisions apply as we have seen only where the rights of occupancy are deemed granted and will not apply to cases of actual grant or even to statutory rights of occupancy, which are deemed granted under Section 34 (2) of the Act.

Finally, it will be noted that the Sections stipulate that the consent where required, must be first had and obtain consent before commencing negotiation. This, of course, is impracticable as Viscount Simmonds observed in Dennings Vs Edwards on the interpretations of a similar provision of the Kenyan Crown Lands Ordinance.

"Some form of agreement is inescapably necessary before the Governor is approached for his consent. Otherwise, negotiations would be impossible. Successful negotiation ends with an agreement to which the consent of the Governor cannot be obtained before it is reached. Their Lordships are of the opinion that there was nothing wrong in entering into a written agreement before the Governor's consent was obtained.

The legal consequences that ensued were that the agreement was inchoate till the consent was obtained. After it was obtained, the agreement was complete and effective.

Section 22(2) provides that the Governor may require a transferor to submit an instrument of execution in evidence of the transfer on which the Governor's consent can be endorsed. This further confirms the view that the Act recognizes the need for some form of agreement to be entered into before an approach is made to the Governor so that the provision that the Governor's consent must first be had and received before a transfer can be made, means no more than that the agreement will be inchoate until the Governor's consent thereto is obtained. Thus, the consent provisions, apart from being not embracing, is not as violent as might appear to be the case.

CHAPTER FIFTEEN

THE CERTIFICATE OF OCCUPANCY

It is proposed in this chapter to examine the true status and function of the certificate of occupancy introduced by the Land Use Act 1978. Although a certificate of occupancy is not defined in the Act, it is clear that it is expected to serve the purpose which was served by a deed of conveyance prior to the Act. Our purpose therefore is to examine whether in view of the general provisions of the Act, a certificate of occupancy is capable of achieving this purpose. But before we return to this issue, it is intended to take some preliminary points.

The first provision on a certificate of occupancy in the Act is Section 9(1), which provides: "It shall be lawful for the Governor:

a. when granting a statutory right of occupancy to any person, or

b. when any person is in occupation of land under a customary right of occupancy and applies in the prescribed manner, or

c. when any person is entitled to a statutory right of occupancy, to issue a certificate under his hand in evidence of such right of occupancy."

The first point to note is that a certificate of occupancy is to be issued by the Governor in evidence of the right which already exists. No right is to be granted by means of a certificate of occupancy. This distinguishes a certificate of

occupancy from a conveyance, which is defined as "an instrument that transfers property from one person to another." A conveyance is the means whereby a right in land arises while a certificate is merely evidence of a right which is in existence. Again, under the Land Instruments Registration Law of Lagos State, it would seem that although a conveyance will be registrable under the law, a certificate of occupancy will not. Section 2 of the law provides"

"instrument" means a document affecting land in Lagos State, whereby one party (hereinafter called the grantor) confers, transfers, limits, charges or extinguishes in favour of another party (hereinafter called the grantee) any right or title to, or interest in land in the Lagos State, and includes a certificate of purchase and a power of attorney under which any instrument may be executed, but does not include a will."

And it has been said that only the documents which by the very means an interest in land is transferred, will be an instrument under the Section. As we have said earlier, a certificate transfers no interest in land. It is evidence of transfer. It is therefore not an instrument and will not be registrable under the law. At the moment, however, one could observe that a Certificate of Occupancy is being registered as an instrument all over the State without first amending the law to include a certificate of occupancy. This practice cannot be justified. It can however be argued that since by Section 10, every certificate of occupancy is deemed to include covenants to pay rent and to pay for unexhausted improvements on the land. By

Section 9(4), any term imposed in a certificate of occupancy, which has been accepted by the holder, can be enforced against him. This will make a certificate of occupancy an instrument within Section 2 of the Land Instrument Registration Law since by the certificate, the right of occupancy, which had earlier been granted, is now charged. This argument ought to be rejected on the ground that the statute does not refer to mere covenants contained in document but the transfer of an interest in land by means of the document. For this reason, it is felt that advantage should be taken of Section 48 of the Land Use Act, which provides:

"All existing laws relating to the registration of title to, or interest in land or the transfer of title to or any interest in land, shall have effect subject to such modifications (whether by way of addition, alteration or by omission) as will bring those laws in conformity with this Act or its general intendment."

Section 2 of the Land Instrument Registration Law can thus be modified as to include a certificate of occupancy.

CERTIFICATE OF OCCUPANCY AS EVIDENCE OF TITLE TO LAND

In view of Section 39 and 41, it is difficult to attach much weight to a certificate of occupancy. It is true that a Governor is required both under Section 9(1) and Sections 34(3), 34(9) and also Section 36(3) to be satisfied that the applicant for a certificate of occupancy is entitled to a right of occupancy in the land before issuing a certificate to him in

evidence of that right. This of course raises two problems. Firstly, what evidence of title will satisfy the Governor, and secondly, how will the Governor proceed in his search so as to be convinced that the applicant has a genuine claim? The Act further provides in Section 37 a stiff penalty for false claim. Although, this provision is meant to discourage false claims to land, it has no relevance to the problem being considered. For if a false claim is made and a certificate is issued in error, the certificate will not cure the defect in the title of the applicant even though he may be punished under the Section. Some lessons can be drawn from the provisions of the Registration of Titles for laws regarding applications for first registration of title. That law requires the Registrar to be satisfied that the applicant is entitled to the land before registering him as the owner.

At first, the Registration of Titles Act 1935 Cap 181 provides that the Registrar in investigating the title of the applicant need not act on legal evidence required by the conveyancers. But this provision was amended by Section 1 of the Registration of Titles (Amendment) Act 1968. The Registrar under this law must act on legal evidence or evidence required by the conveyancers in proving title to land. The importance of this observation is that if a certificate of occupancy is to be of value, it must be issued only where thorough investigation of the claim of the applicant has been made and the Governor must not accept as evidence of title to land. For example, an applicant who claims to have bought family land and tenders a

receipt issued by a member of the family, supported by a survey plan or indeed an approved building plan, cannot in law be treated as owner of the land since none of the above documents will be legal evidence of his title to land. Unfortunately however, the Land Use Act provides no guidance as to what evidence a Governor must act upon or how he is to go about the task of investigation of the claim of the applicant. Under the Registration of Titles Law, the Registrar, in addition to advertising the application, must make enquiries from the neighbourhood and act only on acceptable documents of title. There are no such provisions in the Land Use Act. In the absence of any guidance, the various Governors act on different evidence including resort to advertisements. It is felt that this is very unsatisfactory. Indeed, the provisions in Sections 39 and 41 that the High Court or the Customary Court or Area Court, as the case may be, shall have exclusive jurisdiction to decide title to a right of occupancy in land. This further throws the matter open so that a certificate, in respect of Section 34 and 36 cases, will make no difference to the claim of the person to whom the certificate has been issued. In the circumstances, it is difficult to justify (except on the grounds of ignorance of the provisions of the Land Use Act) the attitude of many Nigerians in treating a certificate of occupancy as if it makes the title of the holder of such right under Section 34 or 36 strong. Many may have good reasons to keep away from a certificate of occupancy, when the implications of Sections 9(4), 10 and 16, are fully understood. Happily, there is no obligation on the part

of such holder under the Act to apply for such certificate. Under Section 9(4), as we have seen, the holder who takes a certificate of occupancy from the Governor is bound by all the covenants implied therein. Under Section 15 where the land is developed in accordance with the term of a certificate, the developments can only be transferred with the consent of the Governor. These are disadvantages, which a holder of a right of occupancy, under Sections 34 and 36, will face, should he obtain a certificate of occupancy from the Governor and there is no corresponding advantage, since the certificate of occupancy does not improve his title to land. If the right of occupancy is granted by the Governor under Section 5 or by the Local Authority under Section 6, the holder of such right will have to take a certificate of occupancy, since that is the only document the Governor can give him as evidence of his right and this type of certificate is usually merely reliable because there will be no likelihood of change.

CONDITIONS IMPOSED IN A CERTIFICATE OF OCCUPANCY

The next point is the question of the validity of conditions imposed in a certificate of occupancy. For example, the issue of rent, a right of occupancy not emanating from the Governor or the Local Government but resting on Section 34 or 36 is not expected to be liable for rent since there is no actual grant. For it cannot be in the contemplation of the statute that a person who was a fee simple owner before the Act and whose

interest is now converted into a right of occupancy, should be paying rent to the Governor in respect of his land.

But what happens if the Governor puts a rent clause in the certificate, which by Section 9(4) will bind the holder or by Section 10, which provides that the holder is deemed to be bound by covenant to pay rent. Will these make a covenant to pay rent imposed in the certificate binding and enforceable against a holder under Section 34 or 36? The answer seems to be no. It will clearly be ultra vires for a Governor in the first instance to include such covenant where the right arose out of Section 34 or 36. So, if the rent fixed is illegal, the holder cannot be liable to pay it either under Section 9(4) or Section 10(b). It can however, be said that the question of payment of rent rests on tenurial relationship and is independent of grant. The Act creates a relationship of landlord and tenant by saying in Section 34 and 36 that a person whose interest was vested before the Act should hold the right of occupancy in the land as if the same was 'granted' to him by the Governor or the Local Government. It seems however, that Section 5(1) and (c) stands in the way of this type of reasoning. It must be noted that the power of the Governor to charge rent at all derives only from this sub-section. S. 5(1) (a) provides:

"It shall be lawful for the Governor in respect of land, whether or not in an urban area to grant statutory rights of occupancy to any person for all purposes."

And section 5(1) (c) provides that it shall also be lawful for him "to demand rental for any such land granted to any person."

The only inference for these provisions is that the governor is empowered to impose rent only when he makes a grant under Section 5(1) (a), and nowhere else. It is clear that interests that are preserved under Sections 34 and 36 are not granted under Section 5(1) (a). A governor who imposes rent on such interest, which derives from Section 34 or 36, will not be relying on any provision in the Act in doing so. Any condition stipulating rent to be paid in respect of such interest, will lack legal basis and be ultra vires.

THE RELEVANCE OF CONVEYANCE TODAY

We now turn to the question of mode of transfer. At the moment, the impression is created that when 'A' wants to transfer his right of occupancy to 'B,' all he needs do is to complete one of the forms prescribed for this purpose by the State Governor. Our view is that, where the interest to be transferred existed before the Act, and is only converted by the Act as opposed to being granted by the Governor under the Act, the old method of investigating title ought to be adopted and a proper conveyancing contract drawn up. Where, however, the right emanated from the state, this problem is simplified. Here, once the state has acquired the land in the proper manner, there will be no possibility of challenge. In this case, there may not be any need for search beyond the events relating to the land after the takeover by the State. The basic agreement is then as to the piece and the interest to be transferred. The view that conveyancing procedure must still be followed in most cases,

may be a surprise to our readers who believe that land now belongs to the Governors. The true position of course, is that the Act, while vesting all land in the Governors (excepting existing Federal Government Land), expressly preserved the existing rights of the citizens to such land. And since in theory, all land in this country is the subject of ownership, the provision in Section 1 has a limited effect, if any. The Section itself commenced by saying "subject to the provisions of this Act." Hence, we find that all Governors still take steps as before the Act to take over land, which they require for public use.

Where is true that they now own all land, it would not be necessary for them to publish notices of revocation of rights of occupancy under Section 28 of the Act.

We will here assert that apart from the legal need to follow the old practical need to encourage such practice so that the functions of government will be confined to the granting of consent where required and the issuance of the certificate of occupancy, governors should in fact produce handbooks advising citizens as to the practice to follow in transferring their interests in land which they no doubt posses. It is wrong to expect that a person who possesses interest in land will not like to transfer same, and if he must transfer it, we must let him know how he can within the practical realities of our time to do so. In Lagos State for example, it seems the government is proceeding cautiously by refusing to issue worthless certificates of occupancy after some vague publications in the Newspapers.

Ogun State, however, boasts of having issued the highest number of such certificates in the country. The worth of such certificates especially where they relate to existing interest, can only be seen in future. For instance, where a certificate is issued to a claimant of an interest in land and it turns out that his claims is baseless, it is doubtful whether the vague advertisement in some Dailies will assist, since there is no part of the Act, which provides that such an advertisement would act as an estopel against the true owner.

Indeed, the Act provides as we have seen, stiff punishment in Section 43 of the Act as to the like effect. The writers are interested in knowing the statutory authorities for the resort to publication in the dailies either of notices of revocation of rights of occupancy or of notice of application for certificates because of their difficulty in finding one under the Act. The only Section in the Act which lays down what is due notice is Section 44 and this makes no mention of publication in the press. The issue of a certificate of occupancy under the Land Use Act is an evidence of a right of occupancy. It does not tell us how this right arose when it results from a transfer of an existing interest. An example will disclose the nature of the problem. 'A,' the owner of a fee simple interest in a piece of land situated at Akoka Village, which interest is converted into a right of occupancy, agrees to transfer the right of occupancy if 'B' pays 'A' the agreed price, how does 'A' pass his right of occupancy to 'B?' This he can only do through a deed of conveyance. If 'B' should by whatever means take a certificate

of occupancy from the Lagos State Government, it is submitted that the right of occupancy will remain outstanding in 'A' since nothing has happened to divest 'A' of the right. Apart from the argument that a certificate of occupancy is not a conveyance, the Governor not being entitled to the right, could not transfer the same by means of the certificate, unless he is acting as 'A's attorney without a power of attorney. Hence, the need for 'A' to still executes a conveyance in favour of 'B' so as to divest himself of the interest in the plot of land at Akoka Village. This will be so even where the right was granted to 'A' by the Governor and later transferred to 'B' by him.

THE CONSENT ISSUE

It is true that the language of the Land Use Act regarding consent where required is clear. The consent must be first had and received before any valid transfer can be made. But as observed by Viscount Simmonds in Dennings Vs Edwards, the truth may lie between theory and practice. It is impracticable for a vendor to meet a purchaser and without any form of agreement with him to drag the purchaser to the Governor for the purpose of obtaining his consent. This may be the reason why in Section 22(2), it is provided:

"The Governor, when giving his consent to an assignment, mortgage or sublease, may require the holder of a statutory right of occupancy to submit an instrument executed in evidence of the assignment, mortgage or sublease and the holder shall, when so required, deliver the said instrument to

the Governor in order that the consent given by the Governor under sub-section (11) may be dignified by endorsement thereof."

The advice, therefore, is that the practice in Lagos State ought to be adopted by permitting instrument of transfer to be drawn up and if necessary, get registered so that the Governor's consent can be endorsed thereon as required by Section 22(2) in all cases dealing with this. It is suggested that Governors should adopt the provisions in Section 22(2) in all cases dealing with transfers of interest arising before the Act and permits the citizen to follow the old practice in relation to their transfer.

CHAPTER SIXTEEN

ECONOMICS OF PLANNED DEVELOPMENT

Concept of Development:

The word development generally means the process of carrying out the constructional works which are associated with a change in the use of land or land with its buildings, or with a change in the intensity of the use of land, or with a reestablishment of an existing use. Such works would include alteration erection or re-erection of buildings, and also the construction of roads and sewers, the building of a river wall or the laying out of playing fields. The word in also used to describe such land and works jointly when construction has been carried out.

Development takes place in order that land, or land and buildings can be used for a new purpose, or that a former use can be carried on more intensively or efficiently.

Parties Involved In the Development Process:

There are different parties involved in the development process. There might be the original land owner or any subsequent purchaser of the land, the developer who undertakes the process, the building industry including the professions connected with it, the legal profession, the public authorities, the persons lending money, the ultimate consumer who may be a tenant or owner of the finished development.

Kinds of Developers: There are many different kinds of developers, and many different objectives in bringing about development. The various developers can be broadly divided into two classes, those which are public and those which are private. Public developers include federal, state and local governments and government parastatals/agencies which are set up and function under statute. Among the private developers are private limited liability companies, colleges, private and joint stock companies, administrator of trust funds etc.

Differences between Private and Public Developers

1. Private developers are regulated by law but not directly responsible to the federal, state or local government. Public developers are not quite so restricted by law, often receiving special privileges under statute, but are ultimately responsible to elected representatives.
2. Private Developers usually look for some financial reward for their development and they will not usually undertake it without some prospect of this being present and adequate. Public developers on the whole, while not being indifferent to financial return act primarily because some statutory duty is laid upon them or because they elect to carry out some statutory function.
3. Private developers almost invariably expect to cover their cost of development out of specific payments by users of the space or services provided. Public developers can sometimes expect to cover their cost through their "remunerative" development such as the comprehensive

development of a business area, the building of markets, and parks/bus garages or when they embark on "non-remunerative development such as traffic roads, open spaces, museums, schools, refuse disposal plants and sewage works, they recover all or a substantial part of the cost from rates, taxes or other public money.

4. A private developer is usually one of many similar agencies providing the same kind of development in one area and will usually consider a particular scheme in isolation. A public developer is often the one body responsible for a particular kind of development in an area and will often consider a particular scheme in relation to its other existing and intended activities.
5. Public developers often borrow from, and often receive some subvention from public funds. Private developers do so very rarely.

For development to take place at all there must therefore be a developer, and also certain economic conditions which are favourable to him.

1. Firstly, there must be some consumer demand for the development, the prospect that someone will be willing to pay money for its use when it is finished.

2. Secondly, the developer must be able to carry out the development. For this he must be able to secure, out of the land which is available for development, sites which are suitable for his purposes, there must be a building industry with the

capacity to carry out the development, he must have enough money at his command to enable him to invest in the development (that is to obtain the use of the land and to employ the building industry), and there must be no prohibition by public authority of his so doing.

3. Thirdly, the different parties concerned in the development must be able to borrow money as necessary to supplement the amount they own; very little development would take place today if consumers, developers, land owners and builders were able to operate only with the money they actually possess. The economic framework which influences these conditions we will call here the "economics of development".

The developer must not only be able to carry out the development but must also be willing to do so. To reach a decision on this he will weigh up those implications of the development which he considers to be his concern. Some of these will be financial and some non-financial. The listing of the implications, both financial and non-financial which concern developers we will call preparing the "development balance sheet". Methods by which developers appraise the financial implications of their proposals we will call the "financial calculations of development".

CONTROL OF DEVELOPMENT BY TOWN AND COUNTRY PLANNING POWERS

There are two major methods generally used for controlling development:

1. Protective or Restrictive control
2. Positive planning

1. **Protective or Restrictive control**: Protective or restrictive techniques are those which use regulations that forbid or exclude certain types of developments in some areas of the city such as:

a) Zoning – Zoning as a process by which a plan is implemented involves the delineation of zones or parts of an urban area, within which certain land uses are permitted and other uses prohibited.

The most used and broadest categorizations of zones are residential, commercial, industrial and other users. The main objective of zoning is to control the use of land so as to ensure its orderly development in the face of uncontrolled market competition for land. The legal basis for zoning is the government police power. Government police power is its inherent right to protect the general welfare of the public.

Zoning has often being attacked because it does limit the right of the property owner to develop his property.

Zoning as a protective or restrictive planning technique has often been referred to as negative planning.

b) Government Acquisition Power: Eminent domain commonly referred to as compulsory acquisition power, is the power of public authority to compulsorily acquire ownership of private properties with or without owner's consent for public purposes. Compulsory acquisition power

can be used to ease government and individual access to land for development purposes to control private transfer of property rights and other controls such as the type and size of development on a site.

2. **Positive Planning (Prescriptive)**

Positive planning involves the use of standards to control developments instead of the use of "dos" and don'ts" usually prevalent in restrictive planning.

Performance standards can be of two types namely:

a) Prescriptions made according to widely accepted standards.
b) Regulatory types used for individual development.

The planning authority attempts to encourage and stimulatecertain kinds of development through positive planning. For example, if a planning authority thought that a city was lacking a well-laid out and suitably located entertainments centre, and should have one, it could consider suitable sites, prepare a possible layout and try to interest the cinema, theatre and restaurant interests, and perhaps attempt to persuade the local government or city council to buy the sites and make them available for private development.

In positive planning the planning authority will still need to rely on developers to carry out the development. It follows that any proposal needs to take full account of their interests if they are to be encouraged to carry it out.

PLANNING BALANCE SHEET

This technique is closely associated with cost-benefit analysis but was first put forward in 1956 by Professor Nathaniel Lichfield as a practical way of applying Cost-Benefit Analysis (CBA) in town planning and development.

The planning authority reserves the statutory powers to approve, modify or reject any proposed plan within a given society. In doing so, it weighs both advantages and disadvantages of allowing the proposed plan to be implemented. The planning authority has to consult with both the initiator (if the planning authority is not the initiator) and the general public that are mostly to be affected before taking any final decision. This idea of consultation, which is often referred to as public participation in planning, helps in exposing some of the social costs and benefits.

Planning Balance Sheet as an appraisal technique attempts to examine the implications of both the financial and non-financial or private and social costs and benefits of the intended plan.

Planning Balance Sheet is a combination of quantitative and qualitative statement of costs and benefits arranged in such a manner as to make a comparative analysis discernible.

The planning balance sheet sets out by identifying two broad categories of individuals or groups within the community.

The producers responsible for introducing and operating the particular project and the consumers who will be the recipients of its effects. Having determined the respective membership of these two sectors, the costs and benefits that accrue to them are compared and valued.

It is not easy to specify a format for a planning balance sheet. The idea of considering both private costs and benefits which relate to other individuals and organizations not directly involved with the particular project tend to complicate matters for the appraiser. In order to avoid this complication social costs and benefits could be viewed as community costs and benefits in order to help in the calculation of the impact on non-profit uses of land.

One approach of presenting the Planning Balance Sheet is to enter those quantifiable costs and benefits into the balance sheet of financial accounts. This may also be subdivided into capital and annual costs and benefits. Those that cannot be quantified are entered into balance sheet of social accounts. Under this section, some of the items of costs and benefits can be ranked or weighed, while others may be purely presented in a subjective opinion statement.

SELECTION AND SECURING OF SITES FOR DEVELOPMENT

When a developer is faced with the need to consider what land is available for his particular development, and which of alternative sites he would prefer to use, there are at least seven different requirements which will affect his choice.

These are briefly:

1. That the area of the site will be appropriate
2. That it will have the right kind of physical characteristics for the proposed development
3. That it will have the necessary utility services
4. That it will be suitably located in relation to environment, transportation services and existing and proposed development.
5. That the right to use it for development can be obtained
6. That any restrictions imposed on its use by the rights and privileges of others or by public authorities, will not prohibit its use for the desired purpose,
7. That the price will be appropriate.

This applies whether the site is agricultural land, one covered with buildings which will need to be pulled down, or one which is derelict.

From the land which is available the ideal site satisfying all requirements can rarely be found, particularly where, as in growing towns, there is limited land and many competing demands for it. In selecting sites therefore the developer must usually compromise on his requirements. Different developers will compromise on different requirements, since each will attach most importance to different things. The industrialist, for example, requires plenty of land and is prepared to sacrifice location in order to get it; the retail trader can hardly sacrifice on location but must have his site on the right spot.

Our main concern here is with price and how it is judged whether this is appropriate or not. All other requirement, however, have a direct bearing on the appropriateness of the price to the development.

We shall now look at the seven requirements for selection of sites for development already listed above as follows;

1) Area: The area of the land required by different developers will vary enormously with the kind of development proposed. The units of different kinds of development require sites of differing sizes. The area of land required for certain kinds of development such as housing estate, modern hospital, secretariat complex and schools for example, will depend not only on the size and number of units, but also on the density of building.

2) Physical Characteristics: The physical characteristics of sites required by different developers are not identical. Plain land for example, will attract the industrialist while a rough, broken and well wooded land will attract the park authority. All developers prefer to avoid sites on which it is difficult to carry out works through, for example, their being in a derelict state or being covered with buildings which must be first demolished.

3) Public Utilities: Most developers require that some or all of the public utility services are available, or can

be made available, on their sites: gas, electricity, water and drainage. Some are more demanding than others. House builders in the country will proceed with only with electricity and water and sometimes with neither, an industrialist may require thousands of litres of water a day, with appropriate sewerage facilities, as well as gas and electricity.

4) Location in relation to Environment, Transportation services and Existing and Proposed Establishments: Locations which suit one developer will not suit another. A site for housing, for example, would normally be preferred when it has pleasant environment, is near other housing and is convenient for work, shopping, schooling and entertainment; it would be required that a primary school site be near homes of the children who are to use it; a factory site would be preferred when it is near the dwellings of possible work-people, and is well served by transport service; a site for shops in a neighbourhood is preferred when it is easily and quickly accessible by foot to all dwellings in the area which the shops are expected to serve; a site for shops in a central area is preferred when it is well situated in relation to bus stations, car parks and main streams of local traffic.

5) Legal Right To Develop: To carry out development it is necessary to acquire the legal right to occupy and use the site for the purpose; that is to acquire a

freehold or leasehold interest in it. But the acquisition of such rights does not mean that the developer can carry out any development he chooses.

The developer can do what he likes with his acquired land, and all that is on, under and over it, subject to any restrictions imposed by public authorities and the rights and privileges of others. Examples of such rights and privileges which can restrict the use of development sites are:

a) Owners of adjourning land may have a right to the support of their land, and to the water which flows in natural and defined streams through their land not being interrupted, diverted, unreasonably reduced, dammed or polluted.
b) Owners of nearby land may have easements over the site, that is the right to use it, or to restrict the use of it, by way of a right of light, private right of way or right of support to buildings.
c) A site may be subject to a restrictive covenant which prohibits, for example, the erection of houses of less than a certain size or cost, or of certain kinds of buildings which might cause nuisance.
d) The public may have the right to walk over the land, and do have the right to fly aircraft over it.

e) Owners of underground minerals, both private and public, may have the right in their workings to endanger the stability of the surface, and may so inhibit development altogether.

6) Public Restrictions on Use: Where a developer today wishes to use a particular site he must seek permission from various public authorities who may impose restrictions on its use.

- Firstly there are the local authorities who administer Acts and bye-laws governing the construction of new buildings. Their requirements affect the form and cost of development.
- Secondly, there are the planning authorities who may prohibit development on particular land or permit only particular uses on it, or impose requirements as to the form, character and appearance of development.
- Thirdly, there are the highway authorities who may require land to be reserved for new roads, street widening and improvements to junctions.
- Fourthly, there is the Ministry of Commerce and Industry which may decide that a proposed new factory does not accord with its policy on industrial location.

A developer must thus seek permission from various public authorities to develop land at all and also to develop it in the form he wishes.

7. Price: The price at which the developer can acquire the right to develop the sites in which he is interested is decided in the property market at the time he takes steps to acquire.

   Sites change hands in the property market as a result of the demand for and supply for them.

The demand for sites by developers derives from the demand for completed development. The developers are interested in sites of differing sizes having different qualities and in different locations, which they will be permitted to use for the purpose of satisfying this demand. These developers acting in competition constitute part of the demand side of the market for sites. They must consider what price they are willing to pay, bearing in mind the return they can expect; and which of alternative sites, at alternative prices, it will suit them to acquire.

As to supply, the amount of land in the country is by and large fixed. We cannot substantially increase the supply to meet demand. As the demand for sites increases some of the large amount of land which was not formerly developed, or was under developed, this becomes available for purchase or lease as sites. Public authorities can do a great deal to influence which land will be chosen to satisfy the demand for sites by for example, providing roads, sewers and railways.

The interaction of demand and supply in the market will therefore determine the price of sites for any development.

ECONOMIC EFFECTS OF PUBLICATION OF TOWN AND COUNTRY PLANS ON DEMAND FOR REAL ESTATE

1. Firstly, there are those proposals which affect the basis of current values in the town. Where a plan, for example, allocates land for substantial expansion by immigration of people, use and development values in the central business area will increase in expectation of the increased purchasing power. Another example arises where a by-pass road, by threatening to divert traffic and people from a particular town centre, also threatens the trade, and therefore the values of shops in that area for example the Benin By-Pass. Another example is where a plan proposes to permit the manufacture of cement quite near a well-established seaside town, so that visitors to the town will be discouraged and shopping, entertainment and hotel interests will suffer, and the values which are based on them.
2. Secondly there are the broad effects of density zoning. Limitations upon the intensity of development, both for residential and commercial use, make possible a shifting of development value on to other land where the demand for such use can be satisfied. If a town is to expand at an average net residential density of 125 habitable rooms to the hectare then if the density were 175 habitable rooms to the hectare, more land acquires development value.

3. Thirdly, there is the effect of over-zoning: the allocation to a use of more land than the long-term demand justifies. Where there is over-zoning, values on particular pieces of land may be reduced: there will be more choice of land for developers so that owners in competition will need to reduce prices.
4. Fourthly, although a plan cannot decide that development value will settle on a particular piece of land rather than on other land, it can strongly influence where it will settle. Where houses, for example, will be as successfully sold or rented on one piece of land as another, and there is little difference in costs of development, then development value can be left to settle on the land allocated in the plan for residential purposes. Where a central shopping area can equally well extend along one of two streets, the introduction of a traffic route cutting across one of the street may well force the development values to settle in the other street.

CHAPTER SEVENTEEN

MANAGEMENT OF PUBLIC ESTATE

1. Nature of public estate

Public estates are land and buildings owned and directly managed by public authorities and those rights of control which public authorities exercise over the estates of all private owners.

Public estates which are land and properties owned by public authorities in Nigeria include:

i. Land and buildings acquired, occupied and used by Federal, State and Local Governments, parastatals and government departments, for the conduct of government business. Examples are government secretariats and office buildings of parastatals.

ii. Land and buildings acquired by government departments and parastatals for performing their specific functions. Examples are Ministry of Education that controls public schools, such as primary schools, secondary schools, polytechnics, and universities. Parastatals like Federal Airport Authority of Nigeria, National Electric Power Authority (NEPA) or PHCN have land and properties all over the nation.

iii. Land and buildings acquired by public authorities for housing provisions for their staff and public in general. These are houses developed as staff quarters for the employees of government to alleviate the problem of housing to public servants. Also included are houses developed by government departments and parastatals meant for provision of housing to the public. Federal Housing Authority (FHA) and State Housing Corporations have residential estates meant for acquisition and occupation of the public in many cities in Nigeria.

2. Objectives of managing public estates

The major objectives of managing public estates are:

a) The provision of direct public service
b) To promote economic development
c) To achieve social goals
d) The provision of commercial return for the public treasury (commercially managed properties)

a. The provision of direct public service

The objective of providing public service underlies the acquisition and management of estate by public authorities in case of land and buildings occupied and used in performing their constitutional roles. Land and buildings used by government departments are managed to derive maximum utility in terms of their use and

occupation. The estates must be able to serve adequately the purposes for which they are acquired and developed. This aim is the same with that of private owner occupying and using his property for a specific purpose.

b. To promote economic development

Classical economists perceived economic development to be maximization of per capital output from production of goods and services with utmost disregard of impact of production process on the environment and land resources base. It is of recent that economists realized that economic development cannot be achieved without regulating the negative impact of human action on the environment and land resources base.

Therefore, management of public estate in recent times has incorporated in its aim the regulation of negative externalities of human action on the environment and land resources base. This objective is often expressed in environmental laws and land resources conservation policies.

c. To achieve social goals

The social aim of managing public estates may be to alleviate poverty, to redistribute wealth and/or to promote health and well being of the society.

Poverty has to do with inability of people to meet the minimum provision of basic essentials of life such as

food, clothing and shelter. Therefore, management aim of public estate that has to do with alleviation of poverty is much more pronounced in area of shelter provision. The aim of public authorities in provision of low cost houses for urban poor at subsidized rent has to do with alleviation of poverty. This objective is also associated with public policies as regards rent control and housing subsidies.

The objective of managing public estate to redistribute wealth is often expressed in land policies and taxation laws of a country. Land policies or taxation policies may be aimed at redistribution of land holdings so that the landless may have access to land. The aim of redistributing wealth may also underlie a tenurial reform particularly when land tenure system hampers individual ownership. Nigerian Land Use Act of 1978 incorporates tenurial reform that allows private individual access to land.

The objective of promoting health and well being of the society at large underlies public authorities' control of land use and development in order to reduce health hazards and accidents. This is expressed in public health and planning laws. The objectives of planning and building regulations are to ensure development of buildings that are sound, safe and convenient for human habitation.

Public health and environmental laws are aimed at controlling human use that may pose threat to human health and safety.

d. The provision of commercial return for the public treasury (commercially managed properties)

Whereas estates designed to provide a social service help a limited group of the community, commercially managed estates serve the public as a whole by earning an income which goes to meet the cost of public expenditure. The purpose of these estates is to maximize the financial return consistent with property, having regard for the interests of tenants, adjoining owners, employees and others directly concerned with the estate. Public authorities' aim of acquiring investment properties is to generate income for the administration of government. May public authorities in Nigeria have developed shops, market stalls and office complex, which are let to tenants to generate income in order to supplement their statutory allocation.

Differences between Public and Private Estates

The difference between public and private estate ownership is reflected in the basis of management.

1) The size of the estate unit- public estates have the advantage of being able to expand when there are

managerial, economic or social advantages in doing so, through the power of compulsory purchase. Private holdings are often cramped in size, uneconomic in shape and handicapped in legal and economic powers without any means of correcting the situation.

2) The second major difference is in respect of policy aims. Both aim at deriving the maximum use and benefit from their property assets, but whereas the private owner measures his gain essentially in terms of profitability, the public estate manager sets his sights on a schedule of priorities.

3) The management of public estates is a facet of government. The decisions taken in respect of administering property assets must always be viewed against the pattern of political priorities for the community as a whole.

Note: In most other respects, the management of public and private estates is similar: whatever the physical, legal, or economic structure, the policy objectives, or the organization, the functions of management i.e. to forecast, to plan, to direct, to co-ordinate and to control remain the same.

BIBLIOGRAPHY

Acquaye, E. (1976). *Land policy in Ghana: Its development and future.* Ibadan: University of Ibadan.

Adeoye, A.A. (2004). Geographic/land information systems as emerging technology in land administration and infrastructure management. *NIESV Journal Vol. 27 No. 1, March.*

Arnold, A.L. and J. Kusnet (1979). *The Arnold Encyclopedia of real estate. New York*: Warren, Gorham and Lamont Co.

Babatunde, Jide (2004). Land administration and effective housing delivery- paper presented at the 34th Annual Conference of The Nigerian Institution of Estate Surveyors and Valuers (NIESV), ABUJA, March/April.

Balchin, P.N. and J.L. Kieve (1997). *Urban land economics.* London: The Macmillian Press Ltd.

Barlowe, Raleigh (1978). *Land resources economics*, 3rd Edition. New Jersey: Prentice Hall Inc.

Burns, T., Grant, C., Nettle, K., Brits, A., and Dalrymple, K. (2006). Land administration reform: Indicators of success, future challenges. Wollongong, Australia:Land Equity International Pty Ltd.

Egolum, C.C. (2002).Fundamentals of Estate Management.Enugu SNAAP Press Limited

Ejimadu-Okoli, G. (2000). Land management and control – paper presented at the Nigerian Institute of Architects, Anambra State Chapter Architecture Week.

Emoh, F. I. (2008). The role of the estate surveyors and valuers in compulsory land acquisition and compensation in Nigeria-Paper presented at MCPD of NIESV Anambra State Branch. November.

Emoh, F.I. (2004). *Real property investment and management.* Awka: Christon International Co. Ltd. ISBN 978-30999-8-5.

Emoh, F.I., Nwachukwu C.C. (2012) Enhancing internally generated revenue (IGR) through property rating: the role of the estate surveyor and valuer. *The Estate Surveyor & Valuer, Journal of the Nigerian Institution of Estate Surveyors & Valuers Vol.37 No.1.* Pp.35-38. *(www.niesv.org.ng/wp-content/uploads/2013/01/NIESV journal-2012pdf.).*

Enemark,S. (2009). Land administration systems - managing rights, restrictions and responsibilities in land.
Map World Forum, Hyedrabad, India, 10-13 February

Enemark, S. and McLaren, R. (2008): Preventing informal development – through means of sustainable land use control. *Proceedings of FIG Working Week*, Stockholm, 14-19 June 2008.
http://www.fig.net/pub/fig2008/papers/ts08a/ts08a_01_enemark_mclaren_2734.pdf

FAO (2007). Good governance in land tenure and administration. *FAO Land Tenure Series No.9.* Rome.
ftp://ftp.fao.org/docrep/fao/010/a1179e/a1179e00.pdf

Jacobs, H.M. (2007). Social conflict over property rights. *Land Lines, Lincoln Institute of Land Policy*, April, pp.14-19.
https://www.lincolninst.edu/pubs/dl/1222_LLA070404%20Social%20Conflict%20Over%20Property%20Rights.pdf

Lichfield, N. (1974). *Economics of planned development*, 5th edition. London: The Estates Gazette.

Meze, N.K. Nwachukwu, C.C, Emoh, F.I. (2011). The effect of land administration policies in building development/project management success in Awka metropolis. *Interdisciplinary Journal of Contemporary Research in Business (IJCRB), http://ijcrb.webs.com Vol. 2, No. 12, Pp. 44-65,United Kingdom.*

Nwachukwu, C.C., Emoh, F.I. (2010) "Financing capital projects in the Nigerian local government system: A property rating index". *The Estate Surveyor and Valuer, Journal of the Nigerian Institution of Estate Surveyors and Valuers, 34(1), Pp.43-58. ISSN: 1597-653x*

Obunadike, G.O. (2003). Land administration in Nigeria: Issues, problems and prospects – Lead paper presented at NIESV Anambra State Branch C.P.D. Seminar, Awka, November.

Ogedengbe, P.S. (2004). Formulating a good urban land policy for Nigeria. *Kamla-Raj 2004 Journal of Human Ecology*, 15(2): 91-96.

Ozigbo, I.W.(2005). Entrenching an effective land policy for sustainable development in Nigeria: A pragmatic approach. *NIESV Journal.*

Rateiffe, J. (1978). *An introduction to urban land administration.* London: The estates Gazette Ltd.

Richmond, D. (1965). *Introduction to valuation. London:* Macmillan

Press Limited.

The Land Use Act No. 6 of 1978 (Cap 202 Laws of the Federation of Nigeria, 1990).

The Laws of Nigeria 1948 CAP 155.

The Laws of Northern Nigeria Land Tenure CAP 59.

Thorncroft, M. (1976). *Principles of estate management.* London: The Estates Gazette Ltd.

Udo, R.K. (1990). *Land use policy and land ownership in Nigeria.* Lagos: Ebieakwa Ventures Ltd.

Ughamadu, F.C. (1985). The role of estate surveyors and valuers in national development.' *Business Times*, 6th August.

Ughamadu, F.C., (1983).'Land use and control measures in Nigeria. *Business Times*, 26th December.

Umeh, J.A. (2007). *Land policies in developing countries.* Enugu: Institute of Development Studies, University of Nigeria.

Umeh, J.A. (1973). *Compulsory acquisition of land and compensation in Nigeria.* London: Sweet & Maxwell.

United Nations (1996). Land administration guidelines with special reference to countries in transition. Geneva: Economic Commission for Europe.

UN-Habitat (2003): *Handbook on best practices, security of tenure and access to land.* ISBN:92-1-131446-1. UN-Habitat,Nairobi.http://www.unhabitat.org/pmss/getPage.asp?page=bookView&book=1587

UN-Habitat (2006). Global land tool network: Themes and issues. http://www.unhabitat org/downloads/docs/3484_47014_GLTN%20themes%20and%20issues_1.pdf

UN- Habitat (2008): Secure land rights for all. UN Habitat, Global Land Tools Network. http://www.gltn.net/en/e-library/land-rights-and-records/secure-land-rights-for-all/details.html

Williams, A.N.,(ed.) (2003). *Land in the Caribbean: Issues of policy, administration and management in the english-speaking Caribbean.* Wisconsin-USA: Terra Institute.

Williamson, I.P. and Wallace, J. (2007). New roles of land administration Systems. *Proceedings of International Workshop*, Ulaanbaatar, Mongolia, 27-29 June, 2007. http://www.geom.unimelb.edu.au/research/SDI_research/publications/files

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