LAND LAW

A Teaching Version — Prof Samba Online University of Nigeria

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IMPRINT

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How to use this book: read a chapter, work the example, answer the discussion questions in writing, then read the summary again before you move on. Law is learned by working, not by looking.

Chapter 1 — Land and Its Meaning in Law

Land law begins with a word wider than the soil: land includes the surface, what is beneath, the airspace above in measure, and what is attached to it. This chapter teaches the concept and the two great systems by which Nigerian land is held.

What land means

The maxim says the owner of the soil owns up to the heavens and down to the depths; the modern law trims it to the height and depth ordinary use requires — the aeroplane at altitude commits no trespass, the crane swinging over the boundary does. Fixtures — things attached to the land — become part of it; the degree and purpose of annexation decide whether a chattel has become land.

Land's permanence and uniqueness explain its law's special character: no two parcels are alike, so land contracts attract specific performance, and land disputes attract their own courts' care.

Customary and received systems

Nigerian land law is two systems in one country: customary tenure, under which most land was historically held by families and communities under customary law, and the received English-derived law of estates and conveyancing, overlaid since 1978 by the Land Use Act's radical settlement. The student must always ask first: under which system is this land held?

Customary ownership is communal in root: the family or community holds, the head administers as trustee in substance, and individual members hold use rights that ripen, by long possession and development, toward ownership in the customary sense.

Estates in land

The received law organises ownership in estates — slices of time in land: the fee simple, ownership in perpetuity, the largest estate; the life estate, lasting a life; the leasehold, lasting a term of years. Behind them stands the doctrine of tenures' ghost and the trust, separating legal title from beneficial enjoyment.

A student who cannot say what estate a deed grants cannot read the deed; estates are land law's grammar.

Interests less than ownership

Easements — rights over another's land, like way and light; profits — rights to take from another's land; restrictive covenants — promises restricting use, binding successors in equity's conditions; mortgages — land as security; licences — mere permissions, creating no interest. Each has its creation rules and its remedies, taught in the chapters ahead.

Worked example

A landowner finds a neighbour's new crane swinging its jib, unloaded, over his garden at height each day. Trespass lies: the airspace within ordinary use is his, and the repeated invasion is actionable without damage. The same week an airliner crosses at ten thousand metres — no trespass, for the maxim has been cut to the measure of use.

Discussion questions

• What does 'land' include in law?

• Why must the Nigerian student first ask under which system land is held?

• Name the principal estates and interests in land.

Chapter summary

In this chapter you have studied the following ground. Land law begins with a word wider than the soil: land includes the surface, what is beneath, the airspace above in measure, and what is attached to it. On what land means: The maxim says the owner of the soil owns up to the heavens and down to the depths; the modern law trims it to the height and depth ordinary use requires — the aeroplane at altitude commits no trespass, the crane swinging over the boundary does. On customary and received systems: Nigerian land law is two systems in one country: customary tenure, under which most land was historically held by families and communities under customary law, and the received English-derived law of estates and conveyancing, overlaid since 1978 by the Land Use Act's radical settlement. On estates in land: The received law organises ownership in estates — slices of time in land: the fee simple, ownership in perpetuity, the largest estate; the life estate, lasting a life; the leasehold, lasting a term of years. On interests less than ownership: Easements — rights over another's land, like way and light; profits — rights to take from another's land; restrictive covenants — promises restricting use, binding successors in equity's conditions; mortgages — land as security; licences — mere permissions, creating no interest. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 2 — The Land Use Act Settlement

In 1978 the Land Use Act recast Nigerian landholding: radical title to land in each state vested in the governor, to hold in trust, and private holdings became rights of occupancy. This chapter teaches that settlement in general words.

The Act's design

The Act's stated purposes were to unify tenure, curb speculation and rack-renting, and make land available for public purposes. Its method was bold: all land in a state's territory — with stated exceptions — vested in the governor in trust for the people, and existing freeholds were converted into rights of occupancy deemed granted by the governor or the local government.

The student should grasp the conversion plainly: what was owned became, in law's form, a right to occupy for a term under the Act, though in daily life the same families farm, build, and inherit as before — the Act changed the title's theory more than the land's life.

Rights of occupancy

Statutory rights of occupancy are granted by the governor for stated purposes and terms, evidenced by certificates of occupancy; customary rights are granted by local governments over rural and customary land. Both are assignable and inheritable within the Act's controls.

The governor's consent is required for assignment, mortgage, transfer of possession, and subletting of statutory rights; a transaction without the required consent is defective in the ways the case law has mapped — the consent requirement is the Act's most litigated gate.

Revocation and compensation

The governor may revoke a right of occupancy for overriding public interest — public purpose, breach of the grant's terms, and the other stated grounds — following the Act's procedure, with compensation for unexhausted improvements and buildings, and in defined cases resettlement or an alternative right. The compensation principle pays for what the holder built, not for the land itself, which the Act treats as the people's.

Revocation is reviewable: the courts test the ground, the procedure, and the public purpose's genuineness. The power is wide and its supervision is the rule of law's daily work in land matters.

Administration and disputes

Land administration runs through the governor's offices and land registries; disputes go to the high courts, which the Act and the constitution charge with land questions. Customary and area courts retain their roles in customary tenure matters within their jurisdictions.

The Act did not abolish customary law: it governs the radical title, while customary principles still decide many questions between citizens — inheritance, family land dealings, pledges — a dualism the student must navigate without confusion.

Worked example

A holder of a certificate of occupancy sells his plot without obtaining the governor's consent, and the buyer builds. When the seller later sues to recover the land, pleading the missing consent, the courts' mapped answers apply: the transaction is not a nullity from the first breath in the way older doctrine held, but the buyer holds an imperfect title until consent perfects it — and a seller who took the price will find equity unsympathetic. The consent gate must be walked through, not litigated

around.

Discussion questions

• What did the Land Use Act vest in the governor, and in what capacity?

• What is a right of occupancy, and what evidence carries it?

• For what is compensation paid on revocation — and for what not?

Chapter summary

In this chapter you have studied the following ground. In 1978 the Land Use Act recast Nigerian landholding: radical title to land in each state vested in the governor, to hold in trust, and private holdings became rights of occupancy. On the Act's design: The Act's stated purposes were to unify tenure, curb speculation and rack-renting, and make land available for public purposes. On rights of occupancy: Statutory rights of occupancy are granted by the governor for stated purposes and terms, evidenced by certificates of occupancy; customary rights are granted by local governments over rural and customary land. On revocation and compensation: The governor may revoke a right of occupancy for overriding public interest — public purpose, breach of the grant's terms, and the other stated grounds — following the Act's procedure, with compensation for unexhausted improvements and buildings, and in defined cases resettlement or an alternative right. On administration and disputes: Land administration runs through the governor's offices and land registries; disputes go to the high courts, which the Act and the constitution charge with land questions. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 3 — Customary Tenure and Family Land

Beneath the Act's settlement, customary tenure lives: family land, communal land, pledges, and customary tenancies. This chapter teaches its principles in general words.

Family land

Family land is owned by the family as a unit, descending by the family's customary rule of succession. The family head administers it — allotting to members, defending it in court, consenting to dealings — as a fiduciary in substance: the land is the family's, not the head's, and a head who treats it as his own betrays the trust the custom imposes.

Alienation of family land requires the consent of the head and the principal members; a sale by the head alone is voidable, by a member alone generally void. Purchasers of family land learn to ask for the whole family's voice — the doctrine protects the family's patrimony against its own officers.

Individual acquisition under custom

An individual acquires customary ownership by first clearing and settlement of virgin land, by grant from the community, by purchase under custom, by inheritance, and by long undisturbed possession which the law protects as ownership's evidence. Customary purchase is completed by the customary formalities — payment before witnesses, and in modern practice increasingly by writing.

Pledges of land — possession given as security for a loan, the land redeemable on repayment, in theory however long the pledge has run

— and customary tenancies and licences to farm complete the customary landscape.

Proof of customary ownership

Ownership under custom is proved by traditional evidence — the history of grants and settlements, tested for cogency — and by acts of ownership over time: farming, building, letting, and suing trespassers, exercised without challenge. The courts weigh the whole story; a single recent act weighs little against a generation of possession.

Where two customs or two systems meet on one parcel — a customary grant later covered by a statutory right — priority and good faith decide, and the registries and the Act's provisions frame the contest.

Succession to land

Land descends by the deceased's personal law: customary rules of succession for customary holdings — varying among peoples, as between primogeniture traditions and distribution among children — and the received law's administration rules for estates under statute. The family house and its land carry special rules in many customs, keeping the roof over the lineage.

Worked example

A family head sells a parcel of family land alone, pockets the price, and dies; the family sues the buyer. The sale, made without the principal members' consent, is voidable at the family's election, and the family elects: the land is recovered, the buyer left to his remedy against the head's estate for his money. The doctrine's lesson to buyers is written in the case: buy the family's consent, not the head's signature alone.

Discussion questions

• Who owns family land, and in what sense does the head hold it?

• What consents make a valid sale of family land?

• How is customary ownership proved?

Chapter summary

In this chapter you have studied the following ground. Beneath the Act's settlement, customary tenure lives: family land, communal land, pledges, and customary tenancies. On family land: Family land is owned by the family as a unit, descending by the family's customary rule of succession. On individual acquisition under custom: An individual acquires customary ownership by first clearing and settlement of virgin land, by grant from the community, by purchase under custom, by inheritance, and by long undisturbed possession which the law protects as ownership's evidence. On proof of customary ownership: Ownership under custom is proved by traditional evidence — the history of grants and settlements, tested for cogency — and by acts of ownership over time: farming, building, letting, and suing trespassers, exercised without challenge. On succession to land: Land descends by the deceased's personal law: customary rules of succession for customary holdings — varying among peoples, as between primogeniture traditions and distribution among children — and the received law's administration rules for estates under statute. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 4 — Leases and Tenancies

A lease grants exclusive possession of land for a term. This chapter teaches the lease's essentials, the covenants it carries, and how leases end.

The essentials of a lease

A lease requires certainty of term — a fixed period or a periodic tenancy measurable by its period — exclusive possession, and proper form for its length. Rent is usual but not essential in the modern law. A tenancy at will and a licence fall short of leases: the licensee has permission, the tenant has an estate.

The 'lease or licence' question decides statutory protection and is answered by substance: exclusive possession for a term at a rent ordinarily creates a tenancy whatever the document calls itself, pretence clauses aside.

Covenants

The landlord covenants, expressly or by implication, for quiet enjoyment — that the tenant's possession will not be substantially interfered with by the landlord or those claiming under him — and, in residential lettings, obligations of repair and habitability that statutes increasingly impose. The tenant covenants to pay rent, to keep and yield up the premises in repair as agreed, and not to assign or sublet without consent where the lease so provides.

Covenants run with the land and with the reversion under the modern rules, so that successors in title take the benefit and burden of covenants that touch and concern the land.

Assignment and subletting

Assignment transfers the whole remaining term; subletting carves a shorter term out of it. Consent requirements are construed by their words — an absolute bar, or a qualified bar under which consent must not be unreasonably withheld where statute or the lease's own words so provide. The assignee stands in the tenant's shoes toward the landlord; the original tenant's liability on his covenants persists by privity of contract unless released.

Forfeiture for breach, relieved against by the courts on terms, and the landlord's remedies for arrears complete the working picture.

How leases end

Leases end by expiry, by notice in periodic tenancies — its length fixed by the period and by statute — by surrender, by merger, and by forfeiture. Residential tenancies in many states stand under rent and recovery statutes that prescribe notices and require court orders for possession: the landlord's self-help eviction is unlawful, and damages answer it.

Worked example

A landlord, owed two months' rent, changes the locks while his tenant travels. Whatever the arrears, the eviction is unlawful self-help under the recovery statutes: possession is regained by court order, not by locksmith. The tenant recovers damages for the eviction, and the landlord recovers his rent by the lawful road he should have taken.

Discussion questions

• What three essentials make a lease?

• What does the covenant for quiet enjoyment promise?

• Why is the landlord's self-help eviction unlawful even where rent is owed?

Chapter summary

In this chapter you have studied the following ground. A lease grants exclusive possession of land for a term. On the essentials of a lease: A lease requires certainty of term — a fixed period or a periodic tenancy measurable by its period — exclusive possession, and proper form for its length. On covenants: The landlord covenants, expressly or by implication, for quiet enjoyment — that the tenant's possession will not be substantially interfered with by the landlord or those claiming under him — and, in residential lettings, obligations of repair and habitability that statutes increasingly impose. On assignment and subletting: Assignment transfers the whole remaining term; subletting carves a shorter term out of it. On how leases end: Leases end by expiry, by notice in periodic tenancies — its length fixed by the period and by statute — by surrender, by merger, and by forfeiture. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 5 — Easements, Covenants, and Mortgages

Three institutions complete the student's kit: rights over neighbours' land, promises that run with land, and land as security for debt. This chapter teaches each in outline.

Easements

An easement is a right over another's land for the benefit of one's own: of way, of light, of support, of drainage. It requires dominant and servient land, must accommodate and serve the dominant land, must be capable of grant, and the two lands must be separately owned or occupied. Easements are created by grant, by reservation, by prescription from long use, and by implication — of necessity, of common intention, and under the rule for buyers of parts of a larger plot.

An easement is not possession: the servient owner keeps his land, burdened. Excessive use beyond the grant's scope is trespass, and abandonment by long non-use with intention may extinguish the right.

Restrictive covenants

A restrictive covenant — a promise not to build, not to trade — binds successors in equity where it touches and concerns the land, was intended to run, the successor took with notice, and the claimant holds land the covenant benefits. Positive covenants — to spend, to repair — do not run with freehold land at common law, a gap conveyancers bridge with chains of indemnity and other devices.

Building schemes — the estate laid out under a common plan — let plot owners enforce the scheme's covenants among themselves, the

doctrine that built the garden suburb.

Mortgages

A mortgage secures a debt on land: the legal mortgage transfers an estate or creates a charge under the governing statutes; the equitable mortgage arises from deposit of title deeds with intent, or an agreement to create a legal mortgage. The mortgagor's equity of redemption — the right, on payment, to recover the land unclogged — is the doctrine's heart, and equity strikes down clogs upon it: once a mortgage, always a mortgage.

The mortgagee's remedies are possession, sale under the power of sale when its conditions ripen, foreclosure by the court, and appointment of a receiver. Each remedy is supervised: the power of sale must be exercised in good faith and with reasonable care to obtain a proper price.

Priorities and registration

Competing interests in land are ordered by registration and by the doctrines of notice: the registered interest and the bona fide purchaser of a legal estate without notice stand in their protected places. Land registration — of instruments and, in the modern reforms, of title — exists to make the invisible visible: the register is the market's memory.

Worked example

A borrower mortgages his house under a term that he may never redeem after five years, and that the lender may buy the house at a fixed price if the loan is unpaid at six. Equity strikes both terms as clogs on the equity of redemption: the borrower may redeem on payment of what is truly owed, however the document protests. The mortgage is security, and security it remains.

Discussion questions

• State the four requirements of an easement.

• Why do positive covenants not run with freehold land?

• What is the equity of redemption, and what is a clog upon it?

Chapter summary

In this chapter you have studied the following ground. Three institutions complete the student's kit: rights over neighbours' land, promises that run with land, and land as security for debt. On easements: An easement is a right over another's land for the benefit of one's own: of way, of light, of support, of drainage. On restrictive covenants: A restrictive covenant — a promise not to build, not to trade — binds successors in equity where it touches and concerns the land, was intended to run, the successor took with notice, and the claimant holds land the covenant benefits. On mortgages: A mortgage secures a debt on land: the legal mortgage transfers an estate or creates a charge under the governing statutes; the equitable mortgage arises from deposit of title deeds with intent, or an agreement to create a legal mortgage. On priorities and registration: Competing interests in land are ordered by registration and by the doctrines of notice: the registered interest and the bona fide purchaser of a legal estate without notice stand in their protected places. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 6 — Co-ownership, Trusts of Land, and Succession in Outline

Land is often owned by several at once, and often held by one for another. This chapter teaches co-ownership, the trust of land, and succession's outline.

Joint tenancy and tenancy in common

Co-owners hold as joint tenants — one title, with survivorship: the last survivor takes all — or as tenants in common, holding distinct shares that descend to their own successors. The four unities make a joint tenancy; severance — by dealing, by agreement, by course of conduct — converts it to a tenancy in common.

Words of severance in a grant, and the contexts of commerce and marriage settlements, guide construction; equity leans against joint tenancy where the parties contributed unequally to a purchase outside the domestic setting.

Trusts of land

Where land is held on trust, trustees hold the legal estate and beneficiaries hold the equitable interests — the machinery by which families hold land for children, and by which co-ownership is managed in the received law. Trustees' powers of sale and management, and beneficiaries' rights of occupation and consultation, are set by the governing statutes and the trust instrument.

Resulting and constructive trusts arise where contributions and common intention say the paper title does not tell the whole story — the partner who paid half the price of a house titled in the other's name is equity's daily case.

Succession in outline

On death, land passes by will — made with the statutory formalities of writing, signature, and attestation — or by intestacy under the applicable succession law: statute for estates under the received system, custom for customary holdings. Executors and administrators gather, pay debts, and assent to the beneficiaries' vesting.

Family provision legislation lets dependants claim reasonable provision from an estate whose dispositions leave them without it — the law's correction to testamentary freedom's hard cases.

Adverse possession

Long, open, exclusive possession of another's land, without permission and with intention to possess, bars the paper owner's claim after the limitation period — the doctrine of adverse possession, by which the law quiets stale titles and rewards the land's actual life over its paper death. The possession must be factual and the intention plain; a tenant's or licensee's possession, being permitted, never ripens while the permission stands.

Worked example

Two brothers buy a farmhouse, contributing equally, the conveyance silent as to the manner of holding. One dies, and his children claim his half. The equal contribution and the commercial character of the purchase incline equity to a tenancy in common: the deceased's share descends to his children, and no survivorship carries the whole to the surviving brother.

Discussion questions

• What distinguishes joint tenancy from tenancy in common?

• How does severance happen?

• What are the elements of adverse possession?

Chapter summary

In this chapter you have studied the following ground. Land is often owned by several at once, and often held by one for another. On joint tenancy and tenancy in common: Co-owners hold as joint tenants — one title, with survivorship: the last survivor takes all — or as tenants in common, holding distinct shares that descend to their own successors. On trusts of land: Where land is held on trust, trustees hold the legal estate and beneficiaries hold the equitable interests — the machinery by which families hold land for children, and by which co-ownership is managed in the received law. On succession in outline: On death, land passes by will — made with the statutory formalities of writing, signature, and attestation — or by intestacy under the applicable succession law: statute for estates under the received system, custom for customary holdings. On adverse possession: Long, open, exclusive possession of another's land, without permission and with intention to possess, bars the paper owner's claim after the limitation period — the doctrine of adverse possession, by which the law quiets stale titles and rewards the land's actual life over its paper death. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 7 — Conveyancing and Registration in Practice

Land law becomes practice in conveyancing: the investigation of title, the contract, the deed, and registration. This chapter teaches the transaction's road.

Investigation of title

The buyer investigates the seller's title: the root of title — a document dealing with the whole legal and equitable interest, of the required age — and the chain from it to the seller, searched at the registry for incumbrances, and on the land for occupiers whose rights inquiry would reveal. Caveat emptor governs: the buyer who does not investigate buys the defects he would have found.

Under the Land Use Act the investigation adds the certificate of occupancy's genuineness, the governor's consent history, and the land's zoning and acquisition status — whether government has acquired or committed the land.

The contract and completion

The sale contract — in writing for land — fixes price, parties, parcels, and completion date, and allocates risk: between contract and completion the buyer in equity bears the land's risk, the seller holding as trustee in substance, bound to preserve the property. The deposit binds the bargain; specific performance stands behind land contracts because damages cannot buy the same acres.

Completion exchanges the deed — executed with the formalities of signature, attestation, and delivery — for the balance of the price, and the deeds of title pass to the buyer.

Registration and perfection

A registrable instrument must be registered to be admissible and to hold its priority; stamp duties must be paid; and under the Act the governor's consent must perfect assignments of statutory rights. The trilogy — consent, stamping, registration — is the practitioner's perfection checklist, and an unperfected title is a lawsuit in waiting.

Fraud in land transactions is met by the doctrines of notice, by actions to set aside forged or unauthorised deeds, and by the criminal law; the registries' integrity is the market's foundation, defended accordingly.

Remedies in land disputes

The land claimant's remedies are declarations of title, recovery of possession, injunctions against trespass, damages, and specific performance of contracts. The standard of proof for a declaration of title is demanding: the claimant must succeed on the strength of his own title, not the weakness of the defendant's, and must prove it by one of the recognised modes — traditional evidence, documents, acts of ownership, possession, or the defendant's own admission of the claimant's title.

Worked example

A buyer pays for a plot, takes a signed deed, and neglects consent, stamping, and registration for three years, during which the seller sells again to a diligent buyer who perfects everything. In the priority contest the first buyer learns the checklist's price: his unperfected equity yields ground he could have held for the cost of diligence. Perfection is not paperwork; it is the title itself completing its journey.

Discussion questions

• What is a root of title?

• Name the perfection trilogy and what each step does.

• On what strength must a claimant to title succeed?

Chapter summary

In this chapter you have studied the following ground. Land law becomes practice in conveyancing: the investigation of title, the contract, the deed, and registration. On investigation of title: The buyer investigates the seller's title: the root of title — a document dealing with the whole legal and equitable interest, of the required age — and the chain from it to the seller, searched at the registry for incumbrances, and on the land for occupiers whose rights inquiry would reveal. On the contract and completion: The sale contract — in writing for land — fixes price, parties, parcels, and completion date, and allocates risk: between contract and completion the buyer in equity bears the land's risk, the seller holding as trustee in substance, bound to preserve the property. On registration and perfection: A registrable instrument must be registered to be admissible and to hold its priority; stamp duties must be paid; and under the Act the governor's consent must perfect assignments of statutory rights. On remedies in land disputes: The land claimant's remedies are declarations of title, recovery of possession, injunctions against trespass, damages, and specific performance of contracts. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

Chapter 8 — Revision: The Land Map

The closing chapter rebuilds the subject: tenure's two systems, the Act's settlement, estates and interests, and the transaction's road.

The whole in one view

Ask of any land problem: under which system is the land held — customary, statutory under the Act, or the received estates law beneath both? What interest is claimed — ownership, a right of occupancy, a lease, an easement, a mortgage? How was it created, and was it perfected? What remedy answers its invasion? Four questions carry the subject.

Revise the Act's settlement until it is reflex: radical title in the governor in trust, rights of occupancy in the citizens, consent at the gate of dealings, compensation for improvements on revocation.

Confusions corrected

A certificate of occupancy evidences a right; it is not a freehold. A licence is permission, not an estate. A pledge under custom is security, not a sale. A family head administers; he does not own. Each confusion has filled a court file; naming them disarms them.

And the deed is not the title: the deed is evidence and instrument of a title that investigation must prove.

Further study

Read the Land Use Act entire, then the leading authorities on consent and revocation, then the customary-law texts of your own people's tenure. Land law is the most local of subjects: its principles travel, its details live at home.

Worked example

A final problem: a grandfather's customary grant, a father's certificate of occupancy over the same land, and a grandson's sale without consent. The map unthreads it: identify each layer's system and interest, test each creation's validity in its own system, order the priorities, and the remedies follow. Land problems are stratigraphy — read the layers in order.

Discussion questions

• Recite the four questions of a land problem.

• Name four confusions this chapter corrects.

• Why is land law called the most local of subjects?

Chapter summary

In this chapter you have studied the following ground. The closing chapter rebuilds the subject: tenure's two systems, the Act's settlement, estates and interests, and the transaction's road. On the whole in one view: Ask of any land problem: under which system is the land held — customary, statutory under the Act, or the received estates law beneath both? What interest is claimed — ownership, a right of occupancy, a lease, an easement, a mortgage? How was it created, and was it perfected? What remedy answers its invasion? Four questions carry the subject. On confusions corrected: A certificate of occupancy evidences a right; it is not a freehold. On further study: Read the Land Use Act entire, then the leading authorities on consent and revocation, then the customary-law texts of your own people's tenure. Work the discussion questions before you continue; the summary is a map for revision, not a substitute for the chapter.

PRACTICE PROBLEMS WITH GUIDED OUTLINES

Four problems follow, one for each of the first four chapters' ground. Attempt each in writing, under time, before reading its outline. The outline names the points a full answer must reach; it does not write the answer — that labour is yours, and it is where the learning is.

Problem 1 — Land and Its Meaning in Law

Advise on a dispute raising the ground of this chapter. A full answer must reach, in order: What land means; Customary and received systems; Estates in land; Interests less than ownership. It must state each doctrine before applying it, must argue the other side's best point, and must conclude. Compare your attempt with the chapter's worked example: "A landowner finds a neighbour's new crane swinging its jib, unloaded, over his garden at height each day. Trespass lies: the airspace within ordinary use is his, and the repeated i..."

Problem 2 — The Land Use Act Settlement

Advise on a dispute raising the ground of this chapter. A full answer must reach, in order: The Act's design; Rights of occupancy; Revocation and compensation; Administration and disputes. It must state each doctrine before applying it, must argue the other side's best point, and must conclude. Compare your attempt with the chapter's worked example: "A holder of a certificate of occupancy sells his plot without obtaining the governor's consent, and the buyer builds. When the seller later sues to recover the land, pleading the m..."

Problem 3 — Customary Tenure and Family Land

Advise on a dispute raising the ground of this chapter. A full answer must reach, in order: Family land; Individual acquisition under custom; Proof of customary ownership; Succession to land. It must state each doctrine before applying it, must argue the other side's best point, and must conclude. Compare your attempt with the chapter's worked example: "A family head sells a parcel of family land alone, pockets the price, and dies; the family sues the buyer. The sale, made without the principal members' consent, is voidable at the..."

Problem 4 — Leases and Tenancies

Advise on a dispute raising the ground of this chapter. A full answer must reach, in order: The essentials of a lease; Covenants; Assignment and subletting; How leases end. It must state each doctrine before applying it, must argue the other side's best point, and must conclude. Compare your attempt with the chapter's worked example: "A landlord, owed two months' rent, changes the locks while his tenant travels. Whatever the arrears, the eviction is unlawful self-help under the recovery statutes: possession is r..."

A LAST WORD TO THE STUDENT

You have finished this teaching book. Finish is the wrong word: a law book is a tool, and it earns its place only when you return to it with a problem in your hand. Keep it beside the other books of this library, work the questions again after a month, and let each return teach you what the first reading could not. That is how lawyers are made — by return, by work, and by patience.

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