journals.unizik.edu.ng/jcpl/index ISSN: 2736-0342
NNAMDI AZIKIWE UNIVERSITY, AWKA
JOURNAL OF COMMERCIAL AND PROPERTY LAW

An Appraisal of Issues and Challenges of Operation of Leases in Nigeria

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Abstract
The problem of the mode of creation of lease agreement as a result of the provision of Land Use Act which is seeking Governor's consent has been appraised in this article. The aim is to appraise the issues and challenges of operation of leases by considering the requirement of alienation through the provision of consent in the Land Use Act which causes delays, exorbitant consent fees and numerous land charges levied on applicants. The methodology adopted in this research is doctrinal in which both the primary and secondary sources of materials were analyzed such as statutes like Land Use Act, 1978 and journals and articles in the area of this research. The major finding of this work is the challenges faced in the course of the creation of lease as a result of consent provision in the Land Use Act, 1978, which must first be had and obtained. This research recommends that the consent provision in the statute should be amended to reduce the hardship involved in seeking and obtaining same.

Keywords: Consent, Experts, Land Registry, Covenants

1. Introduction

This research is necessitated due to the fact that in lease agreement, it is the terms and conditions vis-a-vis covenants that regulate the relationship between the lessor and the lessees; in other words, "No covenants, no lease.[1] This is so important because without these covenants, the concept of lease cannot be fulfilled. Each party will not know his/her boundary and it could result in conflicts of interest among the parties. Such covenants include but not limited to the following: Covenants on Use,[2] in which the purpose of the lessee is to put the premises into either residential; agricultural or commercial use which will be stated in order to protect neighbours, prevent its use for illegal or immoral purpose and also protect the reversion of the property among others.

Also, essential elements of lease which constitute a valid lease such as parties to the lease, the property involved, agreement clause of no ambiguity, words of demise, the rent payable, the length of the term or deviation, and date of commencement will be discussed.

2. Creation of Leases

In creation of leases agreement, since the Land Use Act makes it mandatory to sought and obtain the Governor's consent before alienation, by virtue of section 21 and section 22 of the Act, usually the challenges of unnecessary delay which emanates from the vigorous procedure of securing consent of the Governor, sometimes leads to frustration and dissatisfaction.

In lease agreement, the relationship between landlord and tenant is contractual,[3] such contract is basically created by agreements[4] which in turn rest on the length of the term to be created. It may be in term of three (3) years or less, the term of more than three (3) years or by estoppels.

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[1] A covenant in a lease is an agreement or promise by the parties in which either of them pledge himself to the other that something is either done, shall be done, shall not be done or provides for the truth of certain fact. Y Y Dadem *Property Law And Practice* (Jos, Plateau: University Press Limited, 2012) P 103

[2] Clauses like the lessee covenants to make use of the premises and to permit the premises to be used for the purpose of residence, commerce or any other use for which the parties intend to use the premises for.

[3] *Udil v Izediuwen* (1991)2 NWLR (pt 132)357

[4] *Pan Asian African Co. Ltd v NICON* (1932)9 SCI

Term of Three (3) Years or Less

According to the statutes,[5] any contract for the sale or other disposition of any interest in land must be in writing or a note or memorandum of it must be in writing.[6] Therefore, oral agreement involving the transfer of any interest, including tenancy, in land is not enforceable in a court of law.[7] However, there are exceptions to the general rule in law, such as a parol or oral lease, if the necessary conditions are met. A parol or oral lease must not exceed three (3) years, must reserve the best rent obtainable, and must confer exclusive possession to be valid.[8]

While oral leases are permissible, they usually present the difficulty of providing the essential terms agreed to by the parties for a party alleging an oral agreement is duty bound to prove such an agreement to the hilt.[9] In the case of *Ekpanya v Akpan*,[10] the plaintiffs claim failed because there was no evidence on the extent of the property, the date of commencement, and the term of years of the lease. The Supreme Court elaborated this problem in *Odutola v Parpersack (Nig) Ltd*,[11]which are essential elements [12]for the validity of lease agreement. Thus, where the tenancy is for a term of three (3) years or less, mere writing is sufficient. It need not be by deed. This is because the statutes requiring creation of legal estates in land to be by deed expressly exclude terms of not more than three (3) years.[13]

It is settled law that leases or tenancies of three 3 years or less are not required to be by deed, therefore, it can be made in writing. This will apply to a tenancy for a fixed period of three 3 years or less as well as to periodic tenancies like weekly, monthly, quarterly and yearly tenancies. Despite that, it will not make a difference that the tenancy for a fixed period of 3 years contains a renewal clause which will ordinarily take the tenancy beyond a period of three (3) years.[14]

A lease could be in writing but not necessarily under seal. It is signed in the hands of the parties only. It is binding on the parties as a contract and is enforceable. In *Odutola v Papersack (Nig.) Ltd*,[15]Tobi JSC, observed that "it is the generally accepted practice that tenancy agreement is made in writing. [16]*I do not want to say it is mostly made in writing."* Its advantage is that a lease in writing is that the terms in the lease are easily ascertainable and enforceable. Secondly, an order of specific performance may be easily ordered in written leases, otherwise, a party seeking for it may have to rely on part-performance of the lease to have it enforced.[17] However, as far as leases or tenancies are concerned, it has come to be recognised that the writing or memorandum must contain certain material terms. These are:

a. the parties to the agreement and their capacity where necessary. The parties may agree on specific terms to regulate their relationship. These terms are often referred to as covenants either on lessor's or lessee's part.
b. the property which is the subject matter of the agreement which must be sufficiently describe through absolute precision is not necessary; it is the demise of premises or property for exclusive use and occupation.
c. Consideration furnished for the agreement which may be money or otherwise paid or to be paid as rent under the agreement.
d. Commencement and duration of the tenancy; the relationship is for a fixed period.

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[5] E.g. Statutes of Fraud 1677 and Property and Conveyancing law 1959
[6] Section 4(1) Ibid and Section 57 (1)
[7] *Ekpanya v Akpan* (1989)2 NWLR (pt. 101)86
[8] Section 79(2) PCL. *Okoye v Nwulu* (2001)11 NWLR Part 724 p. 362 at 367
[9] *Odutola v Papersack* (Nig) Ltd, (2007)AII FWLR part 350 p. 1214
[10](1989)2 NWLR (pt. 101)86, 95.
[11] (2007)AII FWLR (pt 350) 1214
[12] *Cole v Read* (193), WACA p.92, *Okoye v Nwulu* (2001)11 NWLR (pt 224) p.307
[13] Sections 1&2 Statute of Fraud
[14] *Hand v Hall* (1877)2 Ex. D. p.355
[15]*Odutola v Papersack (Nig.) Ltd* (n9)
[16] Ibid, p 1233.
[17] Part Performance is where the plaintiff alters his position on the faith of the Contact. He acquires an equity against the defendant which the court may enforce – *Ekpanya v Akpan*, (n 7) international Testile (Nig) Ltd v Statute of Fraud 1677, which prohibits the enforcement of contract respecting lands that are not in writing

e. There is a right of reversion of the property to the lessor.

As long as the above material terms are contained therein, there is no requirement as to the form the writing or memorandum must take. A mere receipt containing the necessary terms has been held to suffice.[18]

At law, absence of writing or memorandum as required by the statutes does not render it unenforceable. In other words, it cannot be enforced by an action in court. It remains valid and can be performed by the parties. Also money or other property transferred, under the agreement cannot be recovered[19] as long as the party who received the money or property is willing to perform the contract. If he is not willing to perform, then the money or property can be recovered from him for failure of consideration. It must be noted that in order to render the agreement unenforceable by the court, the unenforceability must be specifically pleaded, otherwise, the unenforceability will be deemed to have been waived and the court will be at liberty to enforce the contract.

Term of More than Three (3) Years (Leases under Seal)

Another mode of creation of a lease agreement is leases under seal. This means with term of more than three (3) years. Indeed, leases above three years are required to be by deed. In such a case, it must be signed, sealed and delivered. This satisfies certain legal requirements in Nigeria which provides that all conveyances of land or of any interest therein are void for the purpose of conveying or creating a legal estate unless made by deed.[20] A contract under seal is a written instrument which is required to be signed as well as sealed by the party bound thereby and delivered by him, to or for the benefit of the person to whom the liability is incurred. This is more often referred to as a lease. More so, the requirement of creating a lease of more than 3 years by deed is also based on a combined authority of statute of fraud 1677[21] and law of English Real Property Act[22] which together apply as statutes of general Application in Lagos. Northern states and some eastern states of Nigeria. Also, under Property and Conveyancing law.[23] Under these statutes, any legal estate or interest in land can only be created or transferred by deed.[24] The only exception, as indicated above, is a lease or tenancy of not more than three 3 years. The consequence of failure to satisfy the requirement of a deed in respect of a term exceeding three(3) years under the Property and Conveyancing law is that such a purported lease will be void and of no effect.

However, in practical terms, such a distinction may not be of much consequence as the purported lease in such a situation, will in most cases, take effect as an agreement to create a lease based on the equitable principle established in *Walsh v Lonsdale*.[25]

The Rule in *Wash v Lonsdale*

The rule is that an agreement for a lease is as good as a lease. It is to the effect that an imperfect,[26] informal or void lease could be enforceable in equity by an order of specific performance once it is established that:

a. all the essential terms of a valid lease have been agreed upon by the parties.
b. the agreement is for valuable consideration.
c. it is in writing or if oral, it is coupled with sufficient act of part- performance[27] referable to such

[18] *Rosenye v Bakare* (unreported) Suit No. SC/48/71 of 1015/73 where a receipt was accepted as satisfying the requirement of writing in respect of contract of sale of land
[19] Contract of Sale of land
[20] Section 77(1) PC
[21] Sections 1,2 Statute of Fraud 1677
[22] Section 3, English Real Property Act 1845
[23] Combined reading of section 3, 77, 78 and 79 of the Property and Conveyancing law Western Nigeria 1959 now applicable in all the states of Western Region as well as in Edo and Delta States, for instance cap. 100 laws of Ogun state, 1978
[24] *Crago v Julian* (1992)1 WIR 372
[25] (1882) 21 Ch D 9
[26] Imperfect because it is made orally and not on writing or by deed: or for failure to satisfy such other requirements as registration or stamping; or does not otherwise confirm with the form of a valid lease at law
[27] e.g. entering into possession upon payment of rent based on the agreement reached by the parts 2

contract.

The principle is founded on the two maxims of equity that "equity looks at the substance and not the form" and that "equity regards as done that which ought to have been done." *In Walsh' case,* the landlord agreed in writing to grant a lease by deed in respect of a mill to the tenant for seven years. One of the terms being that the tenant should, on demand, pay a year's rent in advance. No deed was executed, but the tenant was let into possession. For a year and half he paid his rent quarterly, although not in advance. The landlord then demanded a year's rent in advance. On the tenant's refusal to pay, the landlord exercised his right to enforce payment by distress.[28] The tenant then brought an action for damages for wrongful distress and for specific performance of the agreement. The tenant contended that distress was a legal and not an equitable remedy and that at law he was only a yearly tenant with no obligation to pay rent in advance. Therefore, the landlord could not distrain for the rent.

It was held, however, that since the distress would have been legal had the lease agreed upon being granted by deed, and since equity treated the parties as if this had been done, the distress was lawful in equity. The equitable rule prevailed over the rule at law and so, even at law, the tenant could not complain of the distress.

This principle applies even if the lease to the tenant was granted while the landlord had no legal estate in the land but only a contract to purchase it, for equity would enforce both contract.[29]However, there are exceptions under the rule in *Wash v Lonsdale*[30] that an agreement for a lease is as good as a lease is not an absolute rule. It suffers some limitations when compared to a perfect or valid lease at law. Such limitations include the following:

(a) for an agreement for a lease to be as good as a lease, the agreement must be one which is specifically enforceable. The agreement will not be specifically enforceable unless it is for valuable consideration, there is sufficient evidence or memorandum in writing or there is sufficient act of part-performance referable to the existence of an agreement for a lease.

An order for specific performance being equitable is at the discretion of the court. The circumstances must therefore be such that the court can exercise its discretion in favour of granting such a remedy. For instance, where the tenant is in breach of his obligations to the landlord and so does not come to equity with clean hands, a court of equity may not be willing to grant specific performance.[31] Belgore JSC (as he then was) in *Nlewedin v Uduma*[32] in refusing to order specific performance held that:

> *Whoever seeks equitable remedy like specific performance must show that he is vigilant and does all that was required of him to have clean hand to enforce the contract ... conduct of the plaintiff applying for specific performance is also of major importance in deciding whether or not to decree it. A purchaser of land cannot enforce specific performance if he fails to fulfil the fundamental part of the agreement ...*

(b) Certain easements or similar rights may only attach to a legal estate. Such rights cannot arise in respect of an equitable lease. For instance, a deed of lease ordinarily confers on the lessee all rights of easement, appurtenant or attached to the demised premises.[33] Such rights cannot arise in respect of an imperfect or equitable lease.

(c) Being an equitable interest, the right of equitable lessee will, in most cases, be subject to the right of a third party bonafide purchaser for value without notice of the equitable interest. For instance, where there is an imperfect or equitable lease between a landlord and tenant and the landlord subsequently sells or grants a legal lease or mortgage in favour of a third party who had no notice, the tenant may not be able to enforce his right against such third party and may have to take subject

[28] Distress is the right of a landlord to enter the leased premises and enforce payment of any rent which is due by seizing and selling enough of any property found in the premises

[29] See also industrial properties (Barton Hill) Ltd V. Associated Electrical Industries ltd (1977) Q.B580

[30] *Wash v Lonsdale (*n 25)

[31] *Coatsworth v Johnson* (1886)55 u. Q.B 220 at 222

[32] (1995)6 NWLR (pt 402)383, 398

[33] See 87(1) Property and Conveyancing law and Section 6 Conveyancing Act 1882

to the rights of such third party. The tenant may not even be able to obtain specific performance against the landlord[34]as it was observed in the case of *Innih v Ferado Agro Consortion* who is no longer in possession of legal estate. However, in most cases, the actual possession of the tenant may be sufficient notice to defeat the rights of such third parties.

In *Ezenwa v Oko,*[35]the court held that a purchase for value who had notice of another's prior equity when he purchased the land cannot by the legal estate he so acquired defeat the prior equity of that other, such a purchaser only steps into the vendor's shoes.[36]

Even though an agreement for a lease is as good as a lease, the lessee under such agreement acquired nothing but an equitable right and cannot pass a legal estate in respect of the property. For instance, an assignment by such lessee cannot confer the legal estate between the original landlord and the assignee so as to confer the legal estate of the landlord on the assignee. Such tenant will have to convert his equitable interest to a legal estate by order of specific performance before he can grant a legal estate in the land.

3. Essential Elements of Leases

Whatever form the creation of a lease may take[37], there cannot be a valid lease unless certain requirements are present. These requirements may be expressly stated in the agreement between the parties or may be deducible from the facts and circumstances of the case. Therefore, to constitute a valid lease, there must be a definite understanding in respect of certain essential matters. These include the parties to the lease, the property involved, a complete agreement leaving no ambiguity as to its purport as a lease, the use of words of demise, the rent payable, the length of the term or duration, and the date of commencement.[38] It is important to note that all these requirements must coexist, as the absence of any one of them will render the lease invalid. We shall now examine some of these requirements

Certainty of Parties

The parties to the tenancy or lease agreement must be properly identified or identifiable. The capacities[39] in which they act must also be identified or identifiable. They must meet the conditions to enter into a valid lease agreement. They must be either natural or justice persons, they must be capable with the requisite or legal personality of suing and be sued. The owner of the property who makes the grant is the lessor or landlord, while the person who takes over the exclusive use of the demise is the lessee or tenant. Where the lessor is a lady, she is often referred to as a landlady. A landlord or landlady does not mean that the person is the owner of the estate, only that he has the right to grant the use of the premises to another. This is because it is not the title to the property that is being conveyed but only the right to the use and occupation of the property. Majorly the land is the property or any interest in land. It may be for the purpose of residence or commerce. The parties must be *adidem* that what they intended to do is to create a leasehold relationship with the right to reversion of the property to the lessor.

Certainty of Property

The property to be leased otherwise known as the demised premises must be identified or capable of being identified with precision.[40] Where the tenancy agreement is not in writing, the identity of the property must be inferable with as much certainty as possible from oral evidence and surrounding circumstances.

Certainty of Duration

A certain term is important in leases. This means that a lease must grant a definite term. For a lease or

[34] *Innih v Ferado Agro Consortium* (1990)5 NWLR (Pt 152) 64
[35] *Ezenwa v Oko* (1991)4 NWLR (Pt 637)111
[36] *Obijuru v Ohima* (1985) of NWLR (Pt 6) p.167
[37] Whether by Deed, in writing, orally or by estopped
[38] UBA v. Tejumola& Sons Ltd (1988)2 NWLR part 79 p.562, International Textile Industries (Nig) v. Aderemi
[39] e.g. as principal, agent or legal personal representative, etc
[40] Yakubu v. Kaduna Furniture & Carpet Co. Ltd (1985)HCHLR

tenancy to be valid, both the commencement and the duration of the term must either be certain or be rendered certain before the lease or tenancy takes effect. In *Okechukwu v Onuorah*[41]Iguh J.S.C (as he then was) stated that:

> *In order to have a valid agreement for a lease, it is essential that it should appear either in express terms or by reasonable inference from the language used in the instrument on what day the terms is to commence.*

Indeed, both the commencement and the maximum duration of the term must be either certain or capable of being rendered certain before the lease takes effect. There must be a certain beginning and a certain end. The lease cannot ensure in perpetuity.[42] A particular date may be specified or the commencement may be based on the occurrence of an event or the happening of a certain agency no matter how remote. The contingency must be definite.[43] Furthermore, a lease for the duration of the war was held invalid because the maximum duration was uncertain as nobody knew when the war was to end. Also a lease granted to commence "from the date when the premises will be ready to be occupied" was held invalid for uncertainty of its commencement date. This is because the fitness of the building for occupation was a matter subject to different opinions.[44]A lease to commence when the premises becomes vacant or upon the expiration of a current lease has been held to be valid.[45]

However, it must be noted that the tenancy may be for a fixed period or for a term certain. For example, tenancy for a period of one (l) year certain or for five (5) years certain. It may also be a periodic tenancy i.e. monthly, quarterly or yearly tenancy which will continue to run from one term to another until properly determined by a valid notice to quit. Also the fact that a periodic tenancy is perpetually renewable until determined does not derogate from or contradict the requirement of certainty of duration. For instance, a yearly tenancy is a tenancy for one year which is automatically renewed if not determined at the end of one year.

Exclusive Possession

It is of the essence of a tenancy agreement that the tenant or lessee acquires the right to exclusive possession of specified premises. This involves the physical occupation and control of the premises by the lessee or his agent to the exclusion of every other person including the lessor or landlord. For this purpose, a lessor or landlord may be liable in trespass if he interferes with the exclusive possession of the tenant. Where the agreement does not vest exclusive possession in the tenant, no tenancy is created. Such a person acquires at best a license.

3.1 Some Important Covenants in Leases

A covenant in a lease is an agreement or promise by the parties in which either of them pledges himself to the other that something is either done, shall be done, shall not be done or provides for the truth of certain facts. Some of the Covenants are:

I. Covenants to Pay Rates and Charges

The covenant may be drafted as follows:

> *The Lessor/Lessee covenants to pay all rates, 'taxes, charges, duties, assessments and other outgoings which may fall due and payable now or subsequently in respect of the demised premises or on* the Lessor or Lessee.

This covenant is otherwise known as covenants to pay outgoings. The person who pays the outgoings depends on what the parties agree to. Some legislation impose the duty of paying outgoings on a particular party to the lease. In most cases, it is the owner of the tenement that pays the outgoing.[46] Where the obligation to pay is placed on the Lessee and he fails to do so, he becomes liable for a breach

[41] (2001) FWLR part 32. P. 219
[42] *U.B.A v Tejumola* (n 38)
[43] *Lace v Charter* (1944) KB 368
[44] *National Bank v CFAO* (1948)9 NLR 4
[45] *Brilliant v Michaels* (1945)1 All ER 121, *Shell B.p Ltd v Jammal Engineering Ltd* (1974)1 All ER342

[46] As observed, it ultimately depends on what parties agree to do

and the Lessor can sue on it and seek an order of repossession of the premises for breach of the covenant. Generally, a Lessee is not under obligation to pay new charges that are imposed after the lease is created except where this is expressly stated. To ensure otherwise, the lease should be drafted in such a way that the Lessee remains liable for future outgoings. Such drafting devices like "payable now or subsequently" or "imposed now or as may be later imposed" are advisable to be used to ensure the Lessee is liable for payment of outgoings that may be imposed in the future. The remedies for a breach of this covenant include an action to recover the outgoings and rates that have accrued, an action for damages and action for forfeiture and re-entry where the lease contains provision to that effect. Hence, the landlord should not resort to the self-help remedies for a breach of this covenant, an action in court having jurisdiction to entertain same.

II Covenant to Repair

The covenant may be drafted as follows:

> *The Lessee covenants to keep in tenantable repair all the inside fixtures, fittings and glasses on the demised premise and not to remove from it any of the furniture and effects, but to keep them in their present state of repair and condition (reasonable wear & tear excepted).*
>
> *Or*
>
> *The Lessee covenants to internally redecorate the demised premises including all additions to it and to deliver up the premises in the same conditions at the determination of the lease.*

Broadly speaking, repairs mean the replacement of subsidiary parts of the premises. At common law, a Lessee is under an implied obligation to use the premises in a tenant-like manner (wind & water tight), to make fair tenantable repairs and not to commit waste on the premises. In the absence of any specific provisions to the contrary, the Lessee will continue to bear these implied obligations. The obligation on repairs does not include improving the premises or making a new or different building. It requires that the Lessee must keep the premises in substantially the same condition as they were at the time of letting out the premises. A covenant on repairs in leases should provide for who to undertake the repairs and what to be repaired.

Hence, the solicitor drafting the covenant to repair should include the scope of the repair should in case, parties agreed to the effect that the tenant is duty bound to do so. Mostly, the conflict of interest here is that of the scope of repair between the parties involved. In practice, the internal damages are to be repaired by the tenant being the occupier while the external are being taking care of by the landlord.

III Covenant on Assignment and Sub-Letting

The covenant may be drafted as follows:

> *The lessee covenants not to assign, sublet or otherwise part with possession of the demised premises or any part of it.*

The parties may agree that the Lessee shall not sublet, assign or part with the possession of the premises. In the absence of an express covenant to this effect, the lessee is entitled from time to time to create a sublease or assign the property without the consent of the lessor, as it was observed in *Leith properties Limited v Byrne,*[47] what is prohibited is express, deliberate, voluntary and willful act of assignment, subletting and parting with possession and does not include the following things:

a. Assignment by transmission or by operation of law; for example assent or bequest by Will of a property by the personal representatives of a deceased.
b. Where a Lessee retains the legal possession of the whole premises at all material times, but simply allows other persons to make use of the premises or grants a license for the limited use of the premises.[62]
c. A declaration of trust in favor of a third part
d. An equitable mortgage by mere deposit of title deeds.

[47] (1983) Q.B 433

4. Issues and Challenges of Operation of Leases in Nigeria

4.1 Delay in Obtaining Governor's Consent

The unnecessary delay which emanates from the rigorous procedure of securing consent of the Governor, sometimes leads holders of land into frustration and dissatisfaction.[48]For this reason, James asserts that:

> *The system is potentially open to abuse large areas of administrative discretion exist in the controlling mechanism and potentially so in establishing priority in processing applications. A lethargic administrative machinery slows down many proposed development. As a partial response to delays in getting transactions approved, and reaction to exorbitant charges. Therefore, many transactions are taking place without the parties seeking consent. This practice could have an adverse consequence on the individual rights holder. Contravention of the regulations are likely to lessen respect for this and other administrative procedures, while at the same time it sacrifices the national interest which justifies the existence of the regulations.*

However, this unnecessary delay results in the wastage of the time of holders of land, before the consent of the governor is sought, a holder has to fill some forms and pay some charges that sometimes take some months before the consent is granted.[49] This, therefore, hinders the development of lands in the state. This makes the leasing of landed property very difficult and expensive for ordinary citizen because there is no time limit by which governor should give consent under sections 21 & 22 of the Act.[50] Thus, delay always causes hardship and frustrates the efforts of applicants to acquire land for themselves and their families. In Kaduna State, for instance, at Kaduna Geographical Information System, KADGIS, the average period to secure consent for lease agreement is at least seven to eight month. [51]In last year October, all the applications submitted for the consent for leasing specifically from the beginning of year 2023 were approved in November 2023.[52] At the interview conducted while carrying out this research it was gathered that the government places priority on the consent for mortgage over other consents.

4.2 Corruption of Some Land Registry Staff

The word corruption connotes the impairment of a public official's duty by bribery. It is the act of gross impropriety.[53] Corruption connotes improvably and all forms of reprehensible indecorous or infamous conduct especially when it is evinced in the performance of official, quasi-official responsibility.[54] Corruption generally refers to an inducement by means of an improper consideration to violate some duty.[55] It is also defined as depravity, perversion or taint, an impairment of integrity, virtue or more principles, especially the impairment of public official's duties by bribery. In *Biobaku v Police,*[56] the court held that the word corruption does not mean improperly. It went on to define corruption thus:

> *The mischief aimed at by section 98 of the Criminal Code is the receiving or offering of some benefit, reward or inducement to sway or deflect a person employed in the public service from the honest and impartial discharge of his duties. In other words, as a bribe for corruption or its price.*

Thus, corruption is a predicament that has entrenched itself in all sectors, and this can be seen both in developed and developing countries. However, the research carried out shows that it is more prevalent

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[48] Section 22 Land Use Act Cap.L5. L F N. 2004

[49] This result to Bureaucracy in the Administrative Procedure of obtained Governor consent as observed in our land registry like KADGIS in Kaduna state AGIS in FCT (ABUJA) and Plateau State Land Registry among others

[50] Land Use Act Cap.L5. L F N. 2004

[51] Average period at Kaduna Geographical Information System to obtained Governors concept

[52] Apart from self-experience as a victim of this delay, Am Indebted to Mr Seyi (A Staff of KADGIS) who gave me the opportunity to interview him on December 2023.

[53] B P Ishaku , *Judicial Law Dictionary*, (Ikeja, Lagos: B.P Ishaku and co publishers, 2014) p 48; *Ojo v FRN* (2008) NWLR pt 1099, 467 @519.

[54] A Oyebode, 'An Overviews of Corruption in Nigeria' A Paper at the Round table on the impact of corruption on the political Reform and Economic Recovery of Nigeria organized as part of the 20th Anniversary celebration of the Institution, Nigerian Institution of Advanced Legal Studies, (1999) March 30-31, p.2

[55]L B Richard, *Longman Dictionary,* (7th Edition, 2007)

[56] (1951) 2 NLR 30

in the developing countries.[57] Corruption manifests itself in different forms and under different environments and contexts. Therefore, it is impossible to have a universal definition that encompasses all its different forms. Generally, corruption has widely been defined as an abuse or misuse of public office for personal gain.

From the research carried out, it was observed that corruption manifests at the land registry. Corruption at the land registry strikes when local staff demand bribes for basic administrative routines. Administrative corruption involves bribes and illegal payments made to officers at the land registry.

However, corruption has been considered as a critical challenge in perfection of lease agreement. These include: administrative corruption done by public officers, making landowner to make unofficial payment to land registry officials in service delivery by substantially increasing the processing time. One of the respondents we interviewed orally revealed that:

> *The speed of the procedure depends on who is following it up and how much you are able to give outside the official fees… No official time frame, it depends on what you can do and your relationship, with the land officials.*

Perfection of lease agreement in Lagos, Abuja (FCT) and Kaduna as case study in this work largely depends on 'connection' to process and facilitate the perfection of lease agreement in reasonable period.[58]

4.3 Inadequacy of Experts at the Land Registry

The concept "expertise" consists of those characteristics skills, abilities and knowledge of a person who is an expert of a system or particular field of human endeavor. Inadequacy of experts at the land registry is one of the challenges of land administration in Lagos, Abuja (FCT) and Kaduna State as scope of this work.
In an oral interview conducted which involved the senior members of staff with senior staff of AGIS in Abuja (FCT), KADGIS in Kaduna and Land Registry in Lagos State.[59] The percentage of average staff that were professional in their various land related discipline are not adequate to man the land registry. The few qualified staff are overburdened with the workload and this are facing two much workload, which is affecting their performance as a result of cumbersome and urgent needs of the applications for lease agreement perfection.

While carrying out this work, the researcher observed that, the quality of staff at the registry is not encouraging, poor and there is no registry malpractice monitory unit for check and balance. This is due to inherent nature of human beings to be mischievous or fraudulent. Thus, training mechanisms for staff from time to time is required; this will be beneficial especially for the non-experts among them.

5. Conclusion

This research has observed that the issues of implementation of covenant causes conflict of interest between the landlord and the tenant like repairs and payment of some charges. For instance, the extent of repair has been a contentious issue. Mostly, the lessee is under obligation to use the premises in a tenant like manner (wind and water tight) to make fair tenantable repairs and not to commit waste on the premises. However, the obligation of repairs does not include improving the premises or making a new or different building, circumstances determine what is required.

It is recommended that, the lease agreement between the lessor and lessee or Landlord and Tenant, as the case may be, the lease agreement should be done in such a way that both parties will come to an agreement on who does what and at what extent. For instance, in repairs the parties can agreed that external repairs should be done by landlord, while internal repairs should be done by the tenant, therefore whatever they come together as agreement must be observed.

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[57] G Bryan, Black's *Law Dictionary, (*10th edn. West Publishing Co. U.S.A, 2014) p. 348.
[58] Am indebted to Florence F. Esq. who gave me the opportunity to interview her on September, 2023, being a legal officer of KADGIS Registry and perfection department. She revealed that a times applicant file will deliberately misplace to extort money for them which can take much time for discover the file. Also, Ahmed Ahmed gave his own experience that they have to part with cash to see officer in land registry most often, before some applications can be process in good time.
[59] Ibid.