



NIGERIAN LAW SCHOOL
BWARI - ABUJA
BAR EXAMINATION-PART II FINAL
PROPERTY LAW PRACTICE

MONDAY, AUGUST 13, 2018.

TIME ALLOWED: 3 HOURS

INSTRUCTIONS:

THIS PAPER IS DIVIDED INTO TWO SECTIONS. TWO ANSWER BOOKLETS ARE PROVIDED. QUESTIONS FROM EACH SECTION SHOULD BE ANSWERED ON A SEPARATE ANSWER BOOKLET. QUESTIONS 1 AND 4 ARE COMPULSORY. ONE OTHER QUESTION FROM EACH SECTION SHOULD BE ATTEMPTED.

WRITE YOUR EXAMINATION NUMBER ON EACH ANSWER BOOKLET.

SECTION A

QUESTION 1(a) (COMPULSORY)

Madam Adanma Uvie, a successful business woman of No. 19, Ojo Street

Ebute-Meta, Lagos is a client of the Law Office of Antoinette Anuku & Co. Magam Uvie engaged the Law Office to handle the following transactions on her behalf:

(a) The transfer of the unexpired residue of her Four (4) Bedroom Duplex at A98, Michika Street, Maitama, Abuja covered by a Certificate or Occupancy No. Abj/FCDA/ML/20131 to Dulex Nigeria Ltd for the sum of N35 million.

(b) A grant of a term of Twelve (12) years lease of her warehouse at Plot 1218, Ilupeju Industrial Layout, Lagos to Mr. Samuel Aremu.

(c) A loan of the sum N55 million from Good Fortune Bank Plc., for which she intends to use her 'property at Uye Street, Calabar, Cross River State as security.

Answer the following questions:

(i) Advise the parties in the transaction in (a) above on the capacity in which Madam Uvie Should convey the property and the legal implication of such.

(ii) Draft the consideration and receipt clause of the final document to be executed by Madam Uvie and Dulex Nigeria Ltd.

(iii) Comment on the propriety of Madam Uvie's instructions, if given orally in respect of transaction (a) above.

(iv) Draft the execution and attestation clauses of the final documents to be executed by the parties in transaction (a) above.

(v) Draft the rent clause to be inserted in the document for the transaction between Madam Uvie and Mr. Samuel Aremu in (b) above.

(vi) Outline the contents of the rent review clause to be inserted in the transaction in (v) above.

(vii) Identify the transaction between Madam Uvie and Good Fortune Bank Plc.

(vii) What is the most suitable way to give effect to the transaction between the parties?

(ix) Assuming Good Fortune Bank Plc. has engaged you as a Solicitor to conduct a search on the property in (c) above, outline the content of the search report to be submitted to the bank.

QUESTION 2

Lekan Mufty, a Staff of the Nigerian Embassy in the State of Qatar, Doha, is interested in Contesting the Senatorial Seat of his constituency during the 2019 general elections. He has concluded arrangements to purchase a property at No. 46 Golf Club Road, Ibadan, Oyo State. The property is covered by a Certificate of Occupancy No. 8248/32/95 issued by the Governor of Oyo State in 1995. The vendor is Hajia Ronke Jinadu, actress/artist of No. 82 Remidot Road, Ikorodu, Lagos. Mufty wants to use the property as his campaign headquarters for the Senatorial election. He has instructed Mr. Doxie Akinade, to handle the negotiation, purchase and perfection of the title to the property on his behalf as a matter of urgency. Mufty has concluded an agreement with Imperial Bank Plc, for a loan of N65 million and he intends to use the property as security for the loan.

Answer the following questions:

(a) Supposing the purchase price for the property at No. 46 Golf Club Road, Ibadan, Oyo State is N120 million, calculate your professional fee for acting for the purchaser (use the attached scale on pages 7A to 7C).

(b) Draft the document Mufty would execute to enable Mr. Dozie Akinade carry out his instructions accordingly.

(c) Assuming Mufty defaults in the payment of certain installments contrary to the agreement of the parties, advise the bank on conditions precedent for the bank to lawfully sell the mortgaged property.

(d) Assuming Hajia Ronke dies testate in March 2018, but prior to her death, her property at No. 82 Remidot Road, Ikorodu, Lagos was compulsorily acquired by the Lagos State Government. She was subsequently paid a compensation of N60 million.

(i) Advise the executors of her Will on the application of the Compensation money.

(ii) Would your answer be the same if the property had been used by Hajia Ronke to secure a loan of #20 million from Awarawa Bank Plc, which was not redeemed before her death. Give reasons for your answer.

(e) (i) State the options available to Imperial Bank Plc in creating a legal Mortgage in respect of No. 46 Golf Club Road, Ibadan, Oyo State.

(ii) Mention which of the options in e(i) above is preferable and give reasons for your answer.

QUESTION 3

Mowo Danjuma of No. 18 Akas Road, Osogbo, Osun State is the owner of plot 120, Lion Avenue, Makurdi, Benue State. He bought the property from KEK Bank Plc at a Public Auction in 2011.

Madam Doyinsola, an entrepreneur, of No. 46 Moore Road, Akure has agreed to buy the property for a price of N120m. She paid the purchase price to Danjuma on May 23, 2018 when the transaction was completed.

The parties were represented by one solicitor, Boma Onuah. At the time of execution of the final document, the Governor was yet to grant approval for the transaction between the parties.

On July 27, 2018, Danjuma agreed with Dr. Akira Oni of No 14, Ojuloge Drive, Uyo to Create a term of Five (5) years lease over Danjuma's property at No. 16 Somto Avenue, Ilorin, at a rent of N350,000.00 per annum.

Answer the following questions

1. (a)/Identify the transaction(s) in the above scenario and state any two (2) duties expected of you as a solicitor, in each of the transaction(s).

(b) State the final instruments to be executed by the parties in each of the transactions and how each should be created.

2. (a) Assuming before the conclusion of contract, Madam Doyinsola was appointed a Senior Special Assistant to the President, but still desires to complete and perfect the transaction with Danjuma, how would you advise her, so as to realise the set goals?

3. (a) Assuming Mowo Darnjuma and Dr. Akira Oni are considering who should insure the property in the transaction between them, advise the parties on the factors to consider.

(b). Outline five facts you require to draft the final instrument to be executed in respect of 3(a) above.

.

(c) Draft the execution clause only, assuming F. Dogo Esq. legally represented Dr.Akira Oni in the transaction .

(d) State the implication(s) of the lack of approval by the Governor in respect of the transaction in 1(a) above.

SECTION B

PLEASE USE ANOTHER ANSWER BOOKLET FOR THIS SECTION

QUESTION 4 (COMPULSORY)

Retired Hon. Justice Bern Ogah of plot 41A Aries Estate, Gudu District, Abuja died on 3rd of April 2018 at home, exactly one month after the death of his wife, Dr.Mimidoo Ogah who he married at the Jos Marriage Registry in the defunct Benue-Plateau State. The Marriage was contracted on 3rd of March 1971.

The late Hon. Justice Ogah was buried on the 17th of April 2018 in his home town, Hangang village. Two days after his burial, a copy of his Will was found in his library.

In the Will, Hon. Justice Ogah requested to be buried in Abuja FCT and that on no account should he be buried in his village. He appointed his wife Dr. Mimidoo Ogah and his son, Dr. Bern Ogah Jnr, of Lakeside Hospital, Asokoro, Abuja to manage his affairs after his death.

Answer the following Questions:

- (i) Comment on the most appropriate way of reflecting his burial directions.
- (ii) Comment on the implication, if any, of Dr. Mimidoo Ogah's death on the application to be made in respect of Hon. Justice Bern Ogah's Estate.
- (iii) Would your answer in (ii) above be different if there is a minority interest in the Will?
- (iv)
 - (a) Assuming the Executors of Late Hon. Justice Bern Ogah's Estate are desirous of selling the property at 33 Zungeri Close, Wuse II, Abuja which was not stated in the Will, advise on the validity of such sale by the Executors.
 - (b) Advise on the steps to be taken regarding the property at Zungeri Close, Wuse II and who should take the steps.

(v) Assuming Late Justice Ogah died without a Will and his children, Dr Bern Ogah, (Jnr) and Mrs Beauty Wilshire, both of 33 Zungeri Close, Abuja/want to apply for the relevant grant,

(a) Complete the attached form.

(b) Assuming upon submission of the application, Late Justice Ogah's brothers, Chris Ogah and Chief Emma Ogah are of the view that they are the lawful applicants in respect of to their brother's estate, advise them on the steps they ought to take in the circumstances and how the children should react.

(c) Assuming a grant was issued before the resolution of the conflict, advise on the effect of such grant and the steps to be taken. Mention two other instances when the same steps would also be taken in administration of estate.

QUESTION 5

Chief Alausa Emeka, a business magnate of Plot 1379 Aguiyi Ironsi Drive, Maitama Abuja is interested in acquiring Queens Arena, (measuring hectares) located along Nyanya Road, Abuja, FCT for N1 billion. Chief Emeka has approached the law firm of Mercy Place Solicitors of No 97 Zambezi Close, Wuse 2, Abuja to act on his behalf. Specifically, Chief Emeka wants to show his commitment and is willing to pay a deposit of N5 million and enter into a contract of sale, with the vendor. He requires a mortgage loan from Federal Mortgage bank of Nigeria plc to pay the balance (and he has commenced the process by

applying for the mortgage); he wants to grant a term of years with respect to his property at Lekki Phase II Lagos to Greenwells Insurance brokers of 13 Kudeti Street, Lagos at an annual rent of N75 million.

Chief Emeka desires that his lawyers should investigate the title over Queen Arena, and that his lawyers should write to the law firm of Artillary Solicitors (handling the sale) of 977 Mandela Street, Garki II Abuja, to express his interest in buying the property, his willingness to pay N5 million as deposit and his desire to execute the Contract of sale immediately. His lawyers are to emphasize that the balance would be paid upon receipt of the mortgage sum from the Federal Mortgage Bank Plc.

Now answer the following questions:

- (i) Assuming you are Miss Bridget Diagbe, an associate in the law firm of Mercy Place Solicitors, write the letter on behalf of your client to Artillary Solicitors.
- (ii) In order to successfully conclude the transaction of the Sale of Queens Arena, identify the various stages involved and two activities to be undertaken at each stage.
- (iii) Draft the commencement to be included in all the documents for the proposed transactions above and identify the parties with the responsibility to draft each document.
- (iv) Draft the clause to be inserted in the contract of sale with respect to obtaining the mortgage loan.

QUESTION 6

Akwoicho Ikongbe is the managing Partner of Ikongbe & Co, a firm of legal practitioners situate at No 2, Akum lane, Wuse Abuja. He just signed three bills of charges, which were sent out to three respective clients of the law firm, for separate legal services rendered to each. The first was to Midland Press Limited towards its purchase of a 3 floor office complex at plot 1032, Central Area Abuja from Great Company Limited also its Client to whom the Law firm sent the second bill of charges. Interestingly, the Law firm has a general retainership with both clients. The third bill of charges was sent to its client Adama Zenith Limited for drafting relevant documents in respect of a property transaction it just completed. While the first and second bill of charges were based on Scale 1, the third was based on Scale III after the Law firm decided against a contingent fee arrangement. So far, the Law firm has generated a reasonable income in the first half of the year amidst its insistence to abide by the rules guiding billing by Solicitors for property transactions.

Based on the above scenario, answer the following questions:

- (a) Mention any (3) three rules and principles guiding billing for Solicitors charges in respect to property transactions which the Law firm of Ikongbe & Co. must to comply with.
- (b) Explain the circumstances under which Ikongbe & Co. can represent both Midland Press Limited and Great Company Limited.
- (c) What are the limitations of Ikongbe & Co. representing Midland Press Limited and Great Company Limited based on the retainership it has with these parties who are also their clients ?

(d) Under what circumstance can Ikongbe & Co. charge Adama Zenith Limited under Scale III of the legal practitioners (Remuneration for legal documentation and other land matters)?

(e) On what possible ground could the Law firm have charged Adama Zenith Limited a contingency fee?

(f) Using the scale supplied, calculate the bill of charges for Midland Press Limited if the Property had been sold for N50 million and if Ikongbe & Co. has represented only Midland Press Limited at the transaction.

COUNCIL OF LEGAL EDUCATION

NIGERIAN LAW SCHOOL

BAR PT II EXAMINATIONS

AUGUST 2018

PROPERTY LAW PRACTICE

MARKING SCHEME

SECTION A

QUESTION 1

(i) Madam Uvie is advised to convey as a beneficial owner.

2 MARKS

The legal implications are

(a) Right to Convey

(b) Freedom from Encumbrances

(c) Further Assurances

(c) Quiet Possession

(e) That the lease is valid and subsisting

(f) And all other covenants performed and rent paid.

3 MARK

(ii) In consideration of the sum of N35, 000,000.00 (thirty-five million naira) paid by the Assignee to the Assignor (the receipt of which the assignor acknowledges)'. **1½ MARKS**

(iii) Generally, an instruction to transfer the unexpired residue of interest of an Assignor should be by a deed because the agent would be

required to execute a deed. Thus, the instruction if given orally in respect of transaction in (a) will not be valid. **ABINA V FARHAT.** **3**
MARKS

(v) SIGNED SEALED AND DELIVERED

by the within named ASSIGNOR

through her Lawful Attorney Antonette Anuku by virtue of a Power of Attorney dated.....and registered as..... in the Lands Registry,.....

ANTONETTE ANUKU

IN THE PRESENCE OF:

NAME:.....

ADDRESS:.....

OCCUPATION.....

SIGN:.....

THE COMMON SEAL OF DULEX NIGERIA LIMITED was affixed to this Deed and the Deed duly delivered in the presence of:

.....

DIRECTOR

.....

SECRETARY

5 MARKS

(V) YIELDING/PAYING the yearly rent of N.....(..... naira) advance, the said sum having been paid before the execution of this lease.

Or

PAYING in advance the yearly rent of N.....(.....naira) per annum the rent for the first one year having been paid.

(vi)

- 1) Period of review
- 2) Method of review
- 3) Method of calculating the new rent
- 4) Mode of settling disputes. **2 MARKS**

(vii) Mortgage. **1 MARK**

(viii)

Legal mortgage by Assignment (Mortgagee)

- a) mortgagor transfers entire unexpired residue
- b) in case of default, easier to enforce security by sale, without recourse to court, because there is no reversionary interest reserved in the mortgagor.

c) presence of privity of estate, which makes the mortgagee bound by the restrictive covenants in the head-lease.

d) Mortgagee can enforce beneficial covenants in the head-lease.

e) Mortgagee is entitled to retain original title document

(Any Two). 1 MARK

Or

Sub - demise (Mortgagor)

Enables mortgagor to create successive legal mortgage

Or

Statutory Mortgage (Mortgagor and Mortgagee)

1. Best for mortgage of mixed/several properties,

2. More convenient for business efficacy,

3. Simpler to create and easier to discharge;

4. A lessee of property could use this mode to mortgage property subject of a lease without being in breach of covenant against assignment,

5. Confers on Mortgagee all the powers of a legal mortgagee

6. No interest is transferred.

(ANY TWO)

Note: a student that goes further to give reasons for his/her choice

(ix)

- ✓ Date of search:
- ✓ Place of search
- ✓ Particulars of the holder:
- ✓ Particulars of the property
- ✓ Nature of interest:
- ✓ Encumbrance:
- ✓ Comment:

3½ MARKS

Signature:

(ANY SEVEN)

QUESTION 2

(a) Calculation of professional fees (Discountenanced).

(b)POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY made this..... day of.....2018,

I, LEKAN MUFTY of Nigerian Embassy, Doha, Qatar (DONOR) hereby appoint Mr. Doxie Alkinade of..... (DONEE) to be my lawful attorney on my behalf and in my name to do all and any of the following

(1) To negotiate and purchase on my behalf the property at 46, Golf Club Road, Ibadan, Oyo State, covered by Certificate of Occupancy No

8248/32/95 registered as.,..... in the Lands Registry, Ibadan, Oyo State.

2) To perfect on my behalf, my title to the property after the purchase;

3) To execute all necessary documents relating to the purchase of the property on nmy behalf

AND to do any other thing necessary and incidental to carryng out the powers created above

This Power of Attorney shall be irrevocable for a period of..... from the date of its execution.

IN WITNESS of which the Donor has executed this Power of Attorney in the manner below the day and year first above written

SIGNED, SEALED & DELIVERED by the DONOR

.....

LEKAN MUFTY

IN THE PRESENCE OF:

NAME:

ADDRESS;.....

OCCUPATION:.....

SIGN:.....

(e) The power of sale must have arisen. Power of Sale arises when ALL the following are present:

- i. Mortgage is created by Deed,
- ii. legal due date has passed; and
- iii. there is no contrary intention in the Deed of Legal Mortgage.

S.123 PCL. 2 MARKS

2. The power of Sale must have also become exercisable. Power of sale becomes exercisable when any ONE of the following happens -

- i. Mortgagee has served on the mortgagor a Notice of demand of the mortgage sum and three months have passed Without mortgagor paying up;
- ii. Interest payable has fallen in arrears for at least two months, or
- iii. mortgagor is in breach of any term or provision of the mortgage or the Law, not being the covenant to repay principal or interest.

S. 125 PCL. 2 MARKS

(d)

(i) A gift in a Will is said to suffer ademption if the gift is lost, destroyed, sold before the testatrix's death. Also where such property is compulsorily acquired by the State before the testatrix's death, the gift is adeemed. **Re Gallaway.**

The effect of ademption is that the beneficiary would not receive the gift after testatrix's death.

In this case, acquisition of No. 82 Remidot Road, Ikorodu, Lagos State Government before the death of Hajia Ronke has made the gift of the property to any beneficiary to adeem. The beneficiary would not be entitled to the compensation paid to Hajia Ronke for acquiring the property.

1 MARK

ii) My answer would not be the same. A property constituting a gift which was mortgaged by the testatrix and was not redeemed before her death does not suffer ademption. The property was part of the estate of testatrix at the date of her death. It could be redeemed and handed over to the beneficiary after the death of the testatrix.

OR

On the other hand, my answer would be different. The compensation received by Hajia Ronke would be applied towards the satisfaction of the mortgage. The balance (if any) would be paid into her estate.

1½ MARKS

Modes of creating a legal mortgage in Ibadan, under the Property and Conveyancing Law, 1959

1. Charge By Deed Expressed to be By way of Legal Mortgage
2. Sub-demise
3. Statutory mortgage or Charge

Ss. 109 & 137 PCL

1½ mark

(11) Charge by Deed Expressed to be by way of legal mortgage or Statutory mortgage is the most preferable for the following reasons:

1 MARK

1. Best for mortgage of mixed/several properties,
2. It is more convenient for business efficacy,
3. Simpler to create and easier to discharge,
4. A lease of property could use this mode to mortgage property subject of a lease without being in breach of covenant against assignment.
5. Mortgagee still has all the powers of a legal mortgagee.
6. No interest is transferred. **1 MARK**

(ANY TWO)

QUESTION 3

(1) (a)

i. SALE OF LAND: 1 MARK

- ✓ To handle client's matter competently
- ✓ To adhere strictly to the provisions of the RPC
- ✓ To prepare documents having regard to the applicable law and rules respect to the transaction
- ✓ To advise the client appropriately according to the applicable law
- ✓ Not to misappropriate or convert client's money or property to personal use.
- ✓ To ensure, that the interest of the client in the transaction is protected.
- ✓ Not to aid unauthorised practice of law.
- ✓ To avoid conflict of interest

(ANY TWO). 1 MARK

ii. LEASE. 1 MARK

- To handle client's matter competently
- To adhere strictly to the provisions of the RPC
- To prepare documents having regard to the applicable law and rules respect to the transaction

- To advise the client appropriately according to the applicable law
- Not to misappropriate or convert client's money or property to personal use.
- To ensure, that the interest of the client in the transaction is protected.
- Not to aid unauthorised practice of law.
- To avoid conflict of interest

(ANY TWO). 1 MARK

1 MARK

i. DEED OF ASSIGNMENT- under Seal/by Deed 1 MARK

. ii. DEED OF LEASE -under Seal/by Deed

2 (a)

Madam Doyinsola may conclude the transaction herself if she so wishes

OR

She can execute a Power of Attorney in favour of a legal person. The Power of Attorney must be under seal (by Deed) if the attorney will be executing the final document of transfer in the transaction (Deed of Lease) **ABINA V. FARHAT; UDE v. NWARA**

2 MARKS

3.(a)

- i. Existing obligations;
- ii. Other provisions of the lease;
- iii. Nature of the property
- iv. The use to which the property will be put

1 MARK

(b)

- i. Particulars of the parties;
- ii. Particulars of the property
- iii. Date of commencement
- iv. Amount of Rent
- v. Instructions on the covenants
- vi. User
- vii. Duration of lease

(Any Five) 2½ MARKS

SIGNED, SEALED AND DELIVERED

by the LESSOR

MOWO DANJUMA

SIGNED, SEALED AND DELIVERED by the LESSEE

Through his Lawful Attorndy F. Dogo Esq. by virtue of a Power of Attorney dated.....and registered as.....,.....in the Lands Registry,.....

.....

F. DOGO ESQ.

2 MARKS

(d)

The purported transfer is void

Sections 22 and 26 of Land Use Act, 1978

Entire transaction remains inchoate until perfection

SAVANNAH BANK v. AJILO

1 MARKS

COUNCIL OF LEGAL EDUCATION

NIGERIAN LAW SCHOOL

BAR PT II EXAMINATIONS

AUGUST 2018

PROPERTY LAW PRACTICE

MARKING SCHEME

SECTION B

QUESTION 4:

(i) While it is not illegal or improper for a testator to include burial instructions in his Will, however, it is not advisable to do so because the testator's relatives may never get to see the directives until after the testator's burial. In the circumstances, it is advisable for the testator to leave such directives in a separate letter enclosed in a sealed envelope and kept with a younger, trusted relative or friend with instructions to release the same immediately the testator dies.

3 MARKS

(ii) Where a testator appointed only two executors and one of them predeceases the testator, the estate is left to be managed by the surviving sole executor. Although, it is not advisable in order to avoid mismanagement. So, in the event of Dr. Mimidoo Ogah's death, Dr Bern Ogah Jnr is entitled to proceed as a sole executor to apply for probate. The minimum number of executors is One.

3 MARKS

(iii) Where Only one executor applies for na probate in respect of an estate that contains LIFE INTEREST or MINORITY INTEREST, an interested person, Guardian or Commitee make an application to the

court, for appointment of additional personal representative(s). **OR**
49 R 43 FCT HCCPR. 2 MARKS

(iv)

(a) Executors are only permitted to deal with properties contained in the Will. Where the testator Omitted to include certain properties in the will and a residual clause was included in the will, the property would be managed in line with the residual clause. Where the residual estate was vested in the Executors, they would be able to deal in all properties forming the residual estate. In the absence of such clause, the executors of Hon Justice BernOgah may be unable to sell the property at 33, Zungeru Ciose, Wuse II, Abuja.

3 MARKS

5) Where the will include a residuary clause, the executors Would execute an Assent n favour of residuary legatee. In the absence, of a residuary clause, there is partial intestacy and the portion of the estate that is not covered by the Will would be administered under a Simple Letters of Administration. granted to the next' of kin. **OR 49 R 21 FCT HCCPR, 2004.**

3 MARKS

(v)

(a) Completion of Probate Form DISCOURTENCED

(b) A person opposed to an application for grant of probate or administration would usually express his opposition to the application for grant by filing a caveat in the prescribed form. I will advise Chris Ogah and Chief Ogah to file a caveat using the prescribed form Form 189).

Ord. 49 rule 57 (2) 6) FCT HCCPR, 2004. 3 MARKS

The children (applicants) would react to the caveat by filling a WARNING/CITATION in the prescribed form (FORM 190) which would be served on the Caveator's/Challengers and requiring the Caveators to show their own interest in the disputed estate. The caveators would then need to file the appearance to the Warning/Citation within 8 days using the prescribed form (**FORM 191**). **Ord. 49 Rule 58 FCT HCCPR, 2004. 3 MARKS**

(c) No grant of probate should be issued while a caveat is in force. A grant made a caveat is in force is ineffective and is liable to be revoked or set aside. **Ord. 49 Rule 57 (6) CT HCCPR, 2004; DANJUMBO V. DANJUMBO**

3 MARKS

1. grant obtained by fraud or misrepresentation;
2. grant made in error
3. Grant made while a probate suit is pending;
4. Grant made to the wrong person(s)
5. Intestate grant made in respect of an estate covered by a valid Will
6. Deceased person is later found to be alive.

7. Grant made in violation of law

8. Grant made where the applicants have not satisfied mandatory conditions precedent

(ANY TWO)

2 MARKS

QUESTION 5

MERCY PLACE SOLICITORS

LEGAL PRACTITIONERS

97, ZAMBEZI CLOSE, WUSE 2, ABUJA, FCT, NIGERIA

08030000000, mails@mercyplace.com

13 August 2018

The Principal Partner,

Artillary Solicitors,

977, Mandela Street,

Garki II, Abuja, FCT,

Dear Sir,

**EXPRESSION OF INTEREST IN THE PROPERTY KNOWN AS QUEENS
ARENA LOCATED ALONG NYANYA ROAD, ABUJA, FCT**

We are Solicitors to Chief Alausa Emeka (Our Client) of Plot 1379, Aguyi Ironsi Drive, Maitama, Abuja, and we have his instructions to write to you in respect of the above subject matter.

Our client is interested in purchasing the above stated property and he is presently negotiating a loan with the Federal Mortgage Bank of Nigeria PLC, with which he intends to pay the balance of N995,000,000.00 (Nine Hundred and Ninety-Nine Million Naira) only. Our client is therefore proposing that the Contract for the purchase of the property, be made subject to success of the negotiations for the loan.

Therefore, if negotiations for the loan fail, the contract will be terminated and your client would be required to refund the deposit paid.

We look forward to a favourable response from you.

Yours faithfully,

(signature)

Bridget Diagbe Ms

(Associate)

(ii)

i. The Pre-Contract Stage 1 MARK

- Preliminary inquiries
- Negotiation of price

ii. The Contract Stage 1 MARK

- Agreeing on terms of the sale
- Preparation and execution of the Formal Contract of Sale
- Exchange of contract

iii. The post-contract stage 1 MARK

- Deducing of title by the Vendor (or his solicitor)
- Investigation of the title by the Purchaser (or his solicitor)
- Raising requisitions if necessary

iv. The Completion Stage 1 MARK

- Preparation and execution of the Deed of Assignment
- Transmission of all original and relevant documents from the Assignor to the Assignee.

v. The post-completion stage (Perfection) 1 MARK

- Governor's consent
- Stamping
- Registration

**PLEASE NOTE ANY TWO POINTS ON ACTIVITIES UNDER EACH STAGE
IS 1 MARK**

(iii)

1 (SALE OF LAND)

(a) THIS CONTRACT OF SALE OF LAND/THIS MEMORANDUM OF SALE OF LAND/THIS SALE OF LAND AGREEMENT

Vendor's Solicitor **1 MARK**

b) THIS DEED OF ASSIGNMENT

Assignee/ Assignee's Solicitor. **1 MARK**

2. LEASE OF THE PROPERTY AT LEKKI PHASE I

a) THIS LEASE AGREEMENT

b) THIS DEED OF LEASE

1 MARK

The Landlord's Solicitor

The Lessor's Solicitor

(THE MORTGAGE BETWEEN CHIEF ALAUSA EMEKA AND FEDERAL MORTGAGE BANK PLC)

THIS DEED OF MORTGAGE/THIS MORTGAGE DEED

Mortgagee's Solicitor. **1 MARK**

(iv) This Contract of Sale and the Completion is subject to the purchaser obtaining the loan from the FEDERAL MORTGAGE BANK OF NIGERIA PLC in a sum sufficient to allow the Purchaser complete the contract and on the terms specified by the Vendor PROVIDED THHAT where the loan is not obtained at the date of Completion, this Contract of Sale

shall come to an end and the purchase shall be entitled to refund of the deposit paid."

2 MARKS

QUESTION 6

(a)

1. According to Rule 3, a lawyer shall not share fees with a non-lawyer subject to Rule 53

2. A lawyer shall not in return for a fee, write or sign his name or permit his to be written or signed on a document prepared by a non-lawyer as if prepared by him.

3. A lawyer shall not enter into an agreement for, charge or collect an illegal or clearly excessive fee. Rule 48

4. The professional fees charged by a law firm for his Services shall be reasonable and commensurate with the services rendered; and accordingly, the lawyer shall not charge fees which are excessive or so low as to amount to under cutting. **R. 52 (1).**

5. A lawyer is entitled to be paid adequate remuneration for his services to the client **R. 48 (1)**

6. Where one solicitor acts for both mortgagor and mortgagee in a mortgage transaction, the fees from the lessor and half of his fees from the mortgagor.

7. Where one solicitor acts for both lessor and lessee in a lease, the solicitor shall be entitled to take full fees from the lessor and half of his fees from the lessee;

8. Where one solicitor acts for both assignor and assignee in a sale transaction, the solicitor shall be entitled to take full fees from the assignee and half of his fees from the assignor:

9. Where one solicitor acts for only one party, the solicitor shall be entitled to take full fees from his client;

Legal Practitioners (Remuneration for Legal Documentation & Other Land Matters) Order, 1991

(Any Three) 4 MARKS

(b)

1. Where there is no conflict of interest
2. The title to the property is sound;
3. Major terms and conditions are already agreed upon.
4. Both parties must have consented to one Lawyer acting for both
5. Where the consideration is small.

SMITH V. MANSI

(ANY FOUR)

2 MARK

(c) Where a lawyer accepts a general or special retainer, he shall not advise on, or appear in any proceedings, detrimental to the interest of the client paying the retainer during the period of the retainer or accept instructions on any matter forming the subject matter of the retainer which will involve advising or arguing against the interest of the client paying the retainer.

Therefore, Ikungbe & Co, cannot take sides with either party in the event of a dispute arising.

In other words, a lawyer should not accept a proffered employment if the exercise of his independent professional judgment on behalf of a client will be or is likely to be adversely affected by the acceptance of the proffered employment, or if it is likely to involve him having to represent differing interests.

1 MARK

(d)

1. Where the transaction and legal documentation is not provided for in paragraphs (a) and (b) of section 1 of the Legal Practitioners (Remuneration for Legal Documentation and other Land Matters) Order.

2. Where Ikungbe & Co., elects to charge under Scale III. Under this Circumstance, the legal practitioner must inform Adama Zenith Limited in writing of his intention to charge under Scale III even though the said transaction is provided for under Scale I or II.

2 MARKS

(e)

Contingency fee is fee charged by a legal practitioner under an arrangement where there is a fixed amount or an amount to be determined on the successful accomplishment or deposition of the subject matter.

1. The arrangement must be reasonable
2. There must be no fraud, mistake or undue influence
3. The arrangement must not be contrary to public policy
4. The arrangement does not apply to criminal matters.
5. It must be based on a reasonable cause of action
6. Before entering into the arrangement, the lawyer must have placed all facts before the client and also advised the client on the implications of the contingency arrangement.

(ANY FOUR)

A lawyer shall not enter into a contract on contingent fee arrangement without first having advised the client of the effect of the arrangement and afforded the Client an opportunity to retain him under an arrangement whereby he will be Compensated on the basis of a reasonable value for his services.

4 MARKS

(f). **Discountenanced**