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CASE REVIEW

JURISDICTION: THE NEW DIMENTION UNDER THE LAND USE ACT: ALHAJI BAKIN SALATI VS. ALHAJI SHEHU (1986) 1 N. W. L. R. PART 197 - PAGE 119

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1. INTRODUCTION

In the areas of procedural law, the issue of jurisdiction counts very much in deciding where a matter or case is to be heard. Jurisdiction is an indicator to a place where a course or action is to be intertained for the purpose of giving a legal rule. This means that certain matters, cases, causes or actions must be heard in one particular court or type of courts.

Usualy, matters of jursdiction arise as preliminary issues which need to be settled before substantive hearing is commenced. It is often fatal to leave issues of preliminary nature unsettled or unheard before hearing of substantive action. Agood advocate can always win a case by raising matters of preliminiary nature like jurisdiction at the onset of the case. This may cause embarrassment tothe opposing party, no matter the good advocacy reputation and long standing experience the opposing party has.

Firstly, the purpose of this article is to x - ray this important legal term called "jurisdiction " with special reference to it s application in the Land Used Act (LUA), 1978. Secondly, the x - ray will help to determine the extent to which the word "jurisdiction" is used in the LUA and its effect on other branches of law, such as tort, contract, inheritence and succesion, most especially if they relate to land. Thirdly, to determine the extent of the application of Islamic personal law in land matters under the Land Use Act. Fourthly, to proffer some suggestions, if any, of what to be done with regard to the application of the rules contained in the case under review.

2. THE MEANING OF JURISDICTION

The word "jurisdiction" is often used in contextual term. That is to say, its meaning depends upon the circumstances in which it is used. It is because

of this, that it was said the word "jurisdiction" has too many meanings and all that can be done about it, is to try to ascertain the sense in which it is being used at any giving time.[2] It was argued that the word "jurisdiction" is a technical word with various meanings and for this reason it is often susceptible to abuse.[3] In international law the word "jurisdiction" is defined as the power of a state to create legal interests which will be recognized as valid in other states.[4]

In domestic or manucipal law, jurisdiction is often defined in relation with extra - territorial or intra-territorial power of a court. Extra - territorially, jurisdiction is defined as the extent of the landmass which the power of a court covers for the purpose of receiving, hearing and determinig a case. It is called extra - territorial juris diction because it cannotes geographical area of a court. It is sometime known as horizontal jurisdiction. It includes venue or district of the area upon which a court has power to accept, hear and determine cases. For further clarity, an example of territorial jurisdiction can be illustrated viz: if the warrant establishing the customary or Area Court of Tudu Wada, Zaria provides that the jurisdiction of Area Court is Tudun Wada. It means that the court can accept, hear and determine matters arising from the geographical area of Tudun Wada. Any matter that arises from Sabon - Gari or Zaria City is not within the territorial jurisdiction of the court. Similarly, if it is provided by the law establishing the High Court of Kaduna- North that the Court is limited to Kaduna North territorially, it means any matter arising from Kaduna South is outside the jurisdiction of the Court. Jurisdiction in this sense is defined in relation to the geographical area where the power of the court covers.

Secondly, jurisdiction is defined in terms of the competence of a court to substantive law in accepting, hearing and determing a case before it. A clear example of this is the power of magistrate's courts in land matters under the Land Use Act. Under the Act, Magistrates don't have jurisdiction to apply the substantive law of the Land Use Act. That is, they don't have the power to make any pronouncement in respect of any section of the Land Use Act. For example, they can't declear any action of the governor or any body delegated with Governo's power as null and void or valid. They cannot award damages or compensation, revoke a grant which was improperly made, or make a declaration of statutory or customary right of occupancy e.t.c. This lack of jurisdiction in the application of substantive law of the LUA is imposed by the statute itself.[5]

Thirdly, jurisdiction is defined in terms of the competence of a court to accept, hear and determine a case based on the subject - matter involved. This is often called intr a - territorial jurisdiction of a court. For example under section 282 of the Penal Code of Northern States, a

magistrate, an Uper Arial Court or an Area Court Grade 1 has no jurisdiction to hear and determine the offence of rape.6 Similarly, Area Courts (Customary Court) in the Northern States do not have jurisdiction to try and determine homecide offences.7 In an instance where an offence is triable by a certain court, its jurisdiction may be limited. For example, under the Penal Code of the Northern States, a Chief Magistrate cannot impose a punishment of more than 7 years. If he imposes a punishment more than what the law provides, his judgement may be quashed on the basis of lack of jurisdiction. Prior to the enactment of the Land Use Act, all Magistrates in the Northern States did not have jurisdiction to hear and determine matters relating to land. Now the sitiuation remains unchanged, except that he can collect arrears of rents[8] if a landlord sues.

Therefore, we can see that the word "jurisdiction" has diverse meanings, depending upon the context in which someone wants to use it. It has no hard and fast meaning. It varies, depending on the nature, circumstance, substance, venue, district, geographical coverage, the area where the event took place, and the law which governs the matter which is before the court. With this explanation our reader is better placed in understanding what we shall discuss below. Before that let us lay down as briefly but as accurately as possible, the facts of the case under review. This is necessary because, for us to understand the new dimension which the issue of jurisdiction under the Land Use Act poses, we must understand and appreciate the facts of the case under review.

3. THE FACTS OF THE CASE OF BAKIN SALATI Vs. ALHAJI TALLE SHEHU[9]

By suit No MAC.9/79 filed in the Mushim Area Court of Makurdi, Benue State, the respondent in the appeal sued the appellant and two others "seeking cou rt assistance for revocation of sale of plot No 3 bank Road, Makur di done "contrary to Islamic Law principle of contract of sale". In the trial court, it was assumed by the court that the parties being Muslims, the action was governed by IslamicLaw. Appellant protested against jurisdiction of the court and did not take part in the proceedings. In its judgement, the Area Court regarded the action as one for revocation of contract of sale of Plot No. 3, Bank Road, Makurdi by Alhaji M. Fari (1st defendent) to Alhaji Baba Bakin Salati (2nd defendent). The contract was done in violation of Sharia of trading—". The contract of sale was revoked and the Sale dissolved in comppliance with the provision of Sharia and the plaintiff won his case. The 2nd defendent appealed to the Makurdi High

court on four grounds of appeal. Grounds 1 and 2 alleged the want of jurisdiction of the Muslim Area Court both on the ground that the subject - matter did not relate to Muslim personal law as defined by the Area Courts Law of 1968, read together with the Sharia Court of Appeal Law of 1960 Secondly, that the subject - matter being a plot of land covered by certificate of occupancy in an urban area, the jurisdiction of Muslim Area Court was outsted by S. 39 of the Land Use Act.

The High Court rejected the second ground because the certificate of occupany in respect of the property was not tendered in the proceedings, So, S. 39 of the Land Use Act (LUA) was not applicable. However, replying on the additional ground of appeal, the court found as a fact that the plot of land in question was in Makurdi, an urban area. It also found that the case had no features of Muslim personal law. The High Court allowed the appeal because there were no attributes of a valid contract of sale in the transaction. The decision of the trial court (Muslim Area Court) was set aside.

The Plaintiff/Respondent appealed to the Court of Appeal on six grounds. Before argument, counsel to the respondent applied to add further evidence, to wit to tender certificate of occupancy in respect of the land in dispute. The application was refused. However, the appeal was allowed. Allowing the appeal and reversing the decision of the High Court, the Court of Appeal held that Islamic Law was applicable. Accepting the argument of counsel for the Appellant it is not correct as stated by the High Court that the trial court did not set out the applicable principle of law, said:

"It is clear from the record that the trial Court not only did state that (sic) applicable principle of Islamic Law, but also quoted the source of the law -----"10.

In the unanimous judgement read by Ibrahim Abdullahi, J.C.A., the Court of Appeal argued that if the trial Area Court had applied the principle of Islamic Personal Law then the appeal would have gone to the Sharia Court of Appeal "the fact that the appeal rightly went before them, clearly showed that the principle of law applied by the trial Area Court is just principle of Islamic Law simpliciter".

The Court of Appeal held that all the submissions made by counsel in respect of certificate of occupancy, applicability of the provisions of the LUA, and the non-joinder of the governor as a party to the suit before the court were misplaced. It is conceded that none of the grounds of appeal questioned the competence and the jurisdiction of the trial Court. In the Court of Appeal, the Respondent who is now Appellant, attempted to adduce fresh evidence by tendering the certificate of occupancy covering

the subject-matter of the case, i.e. No 3, Bank street, Makurdi. The applications was refused. The Court of Appeal allowed the appeal and restored the judgment of the trial court on the ground that want of jurisdiction was not an issue before the court . The Court of Appeal held quite rightly that the certificate of occupancy was never in tendered in evidence either before the trial court or in the Appellate High Court. The Court of Appeal held that the Appellate High was wrong to have held that there are was no valid contract of sale under the Islamic Law . The appellant further appealed to Supreme Court on the two grounds:

Firstly, that the decision of the Court of Appeal is erroneous in that it purports to comfirmed the judgment of the Muslim Area Court, which court had no jurisdiction to try the claim, the subject matter of this appeal, having regard to section 3(1), (2), (3), and 39 (1)(a) of the LUA, 1978.depending on the nature, circumstance, substance, vnue, district, geographical coverage, the area where the event took place, and the law whis governs the matter which is before the court. o. 3, Bank Street, Makurdi. The application was refused. The Court of Appeal allowed the appeal and restored the judgement of the trial court of the ground that want of jurisdiction was not an issue before the court. The Court of Appeal held quite rightly that the certificate of occupancy was never in evidence either before the trial Court or in the Appellate High Court. The Court of Appeal held that the Appellate High Court was wrong to have held that there was no valid contract of sale under Islamic Law. The Appellant further appealed to the Supreme Court on two grounds.

Firstly, that the decision of the Court of Appeal is erroneous in that it purports to confirm the judgement of the Muslim Area Court, which court had not jurisdiction to try the claim, the subject-matter of this appeal, having regard to section 34(1), (2), (3) and 39(1)(a) of the LUA, 1978.

Secondly, the Appellant did not have a fair trial in the Muslim Area Court since, inte-ralia, he was not given the opportunity to cross-examine the two witnesses called by the respondent (i.e Plaintiff) and whose evidence greatly influenced the decision of the said court. However, in the course of argument, counsel did not argue on ground 1.

Holdings:

(1) By virtue of the combined effect of sections 34(1), (2), and 39(1) LUA, 1978 only the High Court of a State can exercise jurisdiction in suits relalting to lands in an urban area within a State.

(2) In the present case, the land in dispute having being declared by the Military Administrator (Governor) as an urban area, only the High Court of Benue State has jurisdiction to entertain a suit in respect of it.

Since it is only the state High Court that has jurisdiction over the land in question, the proceedings before the Muslim Area Court in respect of the land, and its subsequent judgement and also the proceedings and judgemnts of both the High Court (sitting on Appeal) and the Court of Appeal, delivered there-upon are all null and void and of no effect.

where a Court purports to exercise a jurisdiction which it does not have, the proceedings before it and its judgement will amount to a nullity.

From the commencement of the LUA (28th March, 1978) the jurisdiction now exercisable by Area Courts in the Northern States of Nigeria in land matters is limited to disputes on lands which are subject to customary rights of occupancy, granted by local Governments. They have no jurisdiction at all to entertain disputes on lands subject to statutory rights of occupancy granted by the governor. [11]

As the present action relates to a land held under statutory right of occupancy, it is the Land Use Act and not Islamic Law which is applicable.[12]

A Court is competent to exercise jurisdiction only when the following conditions are satisfied:

a) Where the Court is properly constituted as regards numbers and qualifications of members of the bench, and no member is disqualified.

b) Where the subject matter of the case is within the jurisdiction and there is no feature in the case which prevents the court from exercising jurisdiction, and

c) Where the case before the court is initiated by due process of law, and upon fulfilment of any condition precedent to the exercise of jurisdiction.

ANALYSIS OF THE CASE

A careful analysis of this case will show that many laws were made l many laws were either abolished, superceeded or overruled. In this tion, we will try to analyze and discuss the laws which were either de, superceeded or overruled by this decision of the Supreme Court - - - highest court of this country, and whose judgement is not only revered t constitute law itself.

4.1 APPLICATION OF ISLAMIC PERSONAL LAW IN LAND MATTERS.

In the case of Attorney-General Vs. Butterworth[12] the question was asked whether judges, in fact, do make laws? After a long deliberation of the facts in issue in the case, Lord Denning, then M.R. answered in affirmative. He said, "it may be that there is no authority to be found in the books, but if this be so, all I can say is that the sooner we make one the better".[13]

Though the admission by Lord Denning that judges do make laws may be ultravires to their constitutional responsibility of interpreting and applying laws, it was long ago settled that judges make laws.[14] Thus, judges in common law jurisdiction do not only expound the preexisting laws and apply them, they make new laws in the process of interpreting the existing laws.[15] This was exactly what happened in this case. In this case, the Supreme Court altered the pre-existing jurisdiction of Area/Customary Courts relating to Islamic Personal Law. By this judicial process of the Supreme Court, Muslims can not enter into contract of sell of land under Islamic Law, if the land is situate in urban area.[16] This is a funmental alteration of the pre-existing law. In the case under review, the parties were Muslims. They wanted Islamic law to govern the contract of sale of Plot No. 3, Bank Street, Makurdi town, an urban area.17 Prior to this pronucement, Muslims in the Northern States could invoke their personal law - - - i.e. Islamic law to govern contract of sale whether the land is situate in urban or rural area. The authority for this is section 21(1) of the Area Courts Edict which provides that:

"In mixed civil causes other than land causes, the native law and custom to be applied by an area court shall be -

(a) "The particular native and custom which the parties agreed or intended or may be presumed to have agareed or intended, should regulate their obligation in connection with the transaction which are in controversy before the court".

In the case under review, there is no doubt that the contract is in relation to land. In normal or ordinary practice of sale and purchase of land, agreement to sell is normally taken or considered to be separate contract/or transaction governed by law of contract. It is never considered to be part of conveyancing. In other words, contract of sale of land is totally different and distinct from conveyancing which follows after the vendor and the purchaser have fulfilled their obligatioins as governed by law of contract. Under Section 21 of the Area Court Edict of Benue State, the parties who were muslims had right to choose Islamic law to govern the

contract of sale of their land. By the decision of the Supreme Court in this case, sale, if it relates to land situate in urban area, parties cannot invoke neither their personal law, nor customary law which prevails in the jurisdiction of the court. This is a fundamental alteration or abolishing of the pre-existing law.

However, if the land is situate in rural area where customary law applies, it is my submission that parties may invoke their personal law . . . i.e. Islamic or cutomary law to govern the transactions.

4.2 ABOLISHING OF S.21 (2) OF THE AREA COURTS EDICT, 1968.

Sometimes, judicial pronouncdements of superior courts of records have the effect of making new legislations, over-ruling of the pre-existing statutory and case laws and the abolishing of the existing legislations wholly or partly. One of the far reaching consequences of the prononucement of the Supreme Court in the case under review is the abolishing of Section 21(2) of the Area Courts Edict of Northern States, 1968.19 This Section provides tha:

> "In land caurses or matters the native law and custom to be applied by an area court shall be the native law and custom in force in relatio to land in the place where the land is situated".

According to American Legal realism, law is the pronouncements of the courts and what they do.

Though, this meaning of law is very restrictive, but it emphasises one important responsibility of the courts, namely, declaratory judgement. That is to say, the court has the duty to expound, declare and confirm a law with relation to a right, obligation, duty, immunity and priviledge of the party who seeks for such unequivocal pronuncement that the piecde of land in dispute belongs to him or not. In the context in which this case under review is used, the supreme Court had declared or confirmed the legal effect of Section 39 of the LUA on lands covered by statutory right of occupancy or situate in urban areas.

The Section provides:

> "The High Court shall have the exclusive original jurisdiction in respect of the followings:
>
> (a) Proceeding in respect of any land the subject of a statutory right of occupancy granted by the Military Governor or

deemed to be granted by him under this Degree and for the purpose of this paragraph proceedings includes proceedings for a declaration of title to a statutory right of occupancy.

In another way, therefore, what the Supreme Court did in this case was to declare and apply the existing statutory law on the case and get solutioon of problem. By this reasoning, the Supreme Court did not make legislation in thisd case but expounded the pre-existing law and applied it to solve the problem at hand. In short, one important effect of this prononucement is the declaraztion or confirmation of the jurisdiction of High Courts in proceedings in respect of statutory right of occupancy granted by Military Governor or deemed to have been granted by him.21

4.3 JURISDICTION OF AREA COURTS IN MATTERS OF INHERITANCE AND SUCCESSION IN LAND

Nigeria is a hetrogenous society with deverse groups of peoples with diverse political, social, economic and cultural backgrounds. The level of diversity has of recent became very complex due t o improved and easy mobility, the search for labour, trade, intermarriages, migratioin from rural to urban areas e.t.c. This is opposed to the former sedimentary type of society where families, villages and communities remained immobiled, stagnated, intact or confined to their lcalities for fear of being trampled upon or kidnapped by more powerful villages, communities or families. The law, for a long time, has taken cognizance of this diversity and the consequence of interaction of people. It is in this direction that the legal system has taken cognizance of the application of personal law in certain matters such as inheritance and succession. It is submitted that the rule in this case under review has some far reaching consequences in matters of succession and inheritance, most especially if it is interwoven with some preliminary issues which needed to be settled before the substantive matter is heard. For example, if Alhaji X died intestate leaving houses in urban areas, say, Zaria and Kaduna. And there is dispute among his surviving children as to who will inherit the house situates either in Zaria or Kaduna . By the authority of the case under review, the Area Courts in Kaduna or Zaria have no jurisdiction to hear and determine the dispute which is related to these houses situate in urban areas whether covered by statutory right of occupancy or deemed to be granted by the governor of Kaduna State. The parties must initiate their case for resolving the dispute in High Court. In the substantive matter of sharing the estates or houses, no Area Court either in Zaria or Kaduna has original jurisdiction to hear the case.

The consequence is that in all matters of inheritance and succession of real property situates in urban areas the original jurisdiction is now vested in the State High Courts. Customary or Area Courts have no at all. The implication of this is that the jurisdiction or customary/area court in matters of inheritance and succesion of landed property covered by statutory right of occupancy or deemed grant is abolished. Parties who are entitled to inherit land situate in urban areas can not go to Area Courts for administration of such landed property whether they like it or not. The correct or competent court is the High Court having jurisdiction over that property. That is, the High Court of the place where the land is situate.

4.4 TORTS RELATING TO LANDED PROPERTY

It is trit law that tortious cases arise out of duty of care imposed by law upon a neighbour — i.e. either by omission or action. It does not arise by mutual contract between parties. Depending on the level of tort committed, Area/Customary Courts in this country have jurisdiction to hear and determine matters boardering torts, especially, torts relating to landed property such as trespass. There is ample autothrity to this preposition. For example, in Part IV of the Area Courts Edict which deals with jurisdiction of Area Courts, Sections 14(1), 18, 21(1)(b), and 21(2) have conferred jurisdiction in torts cases generally to Area Courts. The issue is: can Area Courts hear and determine cases of torts which are solely related to land covered by statutory right of occupancy or deemed to be granted by governor of the state where the land is situate? For purpose of clarity, it is better to make the following hypothesis: Can X an owner of statutory right of occupancy sue for damages in respect of trespass committed on his land situates in an urban area in Customary/Area Court? By the application of the law contained in the case under review, it seems that an Area/Customary Court whose jurisdiction covers an urban areas, has no jurisdiction to hear a tort case e.g. trespass to landed property situate within its jurisdiction. A good reason for this view, is the principle of *forum non-convenience.*[22] This means that, ordinarily, the Area Court which has jurisdiction over the area where the land is situated may exercise its discreation to hear the case of tort. But it may decline its jurisdiction for fear that should the defendant challenge the title which will necessitate the proof of such title by the plaintiff, the Area Court will not have jurisdiction to hear the case. Under this circumstance, an Area Court/Customary Court is precluded from making inquiries in relation to land covered by statutory right of occupancy or deemed to be granted by governor of the state where the land is situate. Therefore, by implicatioin, Area/Customary Courts have no jurisdiction in maters of torts relating to

landed property situates in their jurisdictions. Such cases should be heard and determined by High Courts of the state were the land is situate.

4.5 CONTRACT RELATING TO LAND

Diametrically opposed to the law of tort, the law of contract applies where there is mutual agreement or where it can be inferred or implied that parties intended that such contract should govern their transaction. Authorities to this effect are Sections 20(1) and 21(1) of the Area Courts Edict, 1968 of Northern States.
Section 20(1) provides that:

> "Subject to the provisions of this Edict, and in particular of Section 21, an area court shall in civil causes and matters administer -
> (a) The native law and custom prevailing in the area of jurisdictioin or binding between the parties

And in Section 21(1) the Edict provides that:

> "In mixed civil courses other than land cases, the native law and custom to be applied by an Area Court shall be -
>
> (a) The particular native law and custom which the parties agreed or intended, or may be presumed to have agreed or intended, should regulate their obligations in connection with the transactions which are in contraversy before the court".

By the authority of these provisions, Area/Customary Courts have jurisdiction to hear and determine matters relating to contract generally.

The problem is where the contract relates to land which is covered by a statutory right of occupancy, or it is deemed to be covered by a statutory right of occupancy because it is situate in urban areas, would the Area Court have jurisdiction to hear and determine the case? This question is relevant because of the holding in the case under review that: "a court is competent to exercise jurisdiction only when the subject-matter of the case is within the jurisdiction and *there is no feature in the case* which prevents the court from exercising jurisdiction"[23]. In the case of Bakin Salati which is under review, the problem was considered and decided. In this case, the contract was between two muslims for sale of land situate in urban area. The Supreme Court held that native law and custom, for which Islamic law was part of, in its loose mode of interpretation,[24] was held not to be

applicable because the land was situated in urban area. Consequently, the Muislim Court had no jurisdiction. The court was of the view that since the contract was not for sale of moveable property but for immovable, which was situated in urban area, it is deemed that it was covered by a statutory right of occupancy, and affortiori, the jurisdiction of the Muslim Court ousted. Consequently, by application of this rule, if tow persons contract to sell land under native law and custom or Islamic law, and the land is situate in urban area, or it is expressly covered by statutory right of occupancy, any dispute arising out of that contract, cannot be heard and determined by an Area Court. Entertainment of such dispute relating to contract entered into in connectioin with landed property situated in urban area is prohibited by the implicatioin of the rule contained in Alhaji Bakin Salati vs. Alhaji Talle Shehu. It is the High Court of the place where the land is situate that has jurisdiction to hear and determine the dispute arising out of such contract.

5. CONCLUSION

Without mixing words, it is a well known facts within the judiciary that Customary Courts handle the majority of cases of this counrty. Many reasons are responsible for this. Among some are: their easy accessibility to the masses, low cost of litigation and less legal technicalities.

The importance of Area Courts is that they reduce the number of cases which go to the higher courts. It is a notorious fact that the higher you go on the ladder of courts system, the less cases you get. This process of filtering and winnowing cases ensures reduction of cases as one moves forward on the ladder of the courts system. This process would be greatly hampered by the effect of judgement contained in the case under review. By implicatioin, this case has usurped the original jurisdiction of Customary/Area Courts and vested it on the High Courts. Thus there is not any ground to filter and winnow cases before they go to High Courts for hearing and determination. The consequence of this is to congest the High Courts on matters which the Area/Customary Courts are competent to handle initially. It has long be the policy of the judiciary to decongest courts as much as practicable. But with the decision in the case under review the reverse is the case. Cases in High Courts are bound to congest. This will not augur well for either the parties nor the judiciary itself. It may infringe the principle of rule of law, namely, fair hearing--- which the courts have inherently upheld to protect. For, justice delay is justice deny.

Agbede, I.O. Themes on Conflict of Laws, Shaneson Ltd., (1989) at page 238.
Ibid at page 238, foot note 1.
Ibid at page 238.
Ibid at page 238.
Section 42, Land Use Act.
See Appendix A, Columes 6 and 7 of the Criminal Procedure Code, Cap 30, Laws of Northern States, 1960. This law is still valid and it is applicable to all states by virtue of States Creation & Transitional Provisions, Decree of 1984, Cap 113, Laws of the Federation of Nigeria 1990.
Ibid.
Section 42, LUA, 1978.
(1986) 1, N.W.L.R., part 1989, page 119.
Alhaji Bakin Salati vs. Alhaji Talle Shehu, supra, at page 213, paragraph D.
Emphasis added
Emphasis added.
See also Lady Directory Case (DPP Vs. Shaw)
Lady Directory case was decided long before the decision of A.G. vs. Butterworth in 1962.
Also see Lloyd vs. Grace, Smith and Co. (1912) A.C. 716 and United African Company Ltd. vs. Saka Owoade (1955) A.C. 130.
As per holdings Nos. 3 and 5 above.
By virtue of the enabling power contained in section 3 of the Land Use Act, the Governor of Benue State had designated Makurdi to be urban area under Benue State Legal Notice 6, 1978.
See Section 41, Land Use Act. Also see the case of Sadiku vs. Dalori (1996) 4 S.C.N.J at page 209.
The wording of the Area Courts Edict, 1968 is similar in all the States in the North.
In Land matters, parties often seek for declaration of title to land --- i.e. to confirm their title in respect of piece of land under dispute.
See Section 34(6) of the Land Use Act.
For details of the principle of forum non-convenience, see Agbede, I.O. Theme on Conflict of Laws, Shaneson Company Ltd, (1989) at page 274.
See Alhaji Baba Bakin Salati vs. Alhaji Talle Shehu (Supra) at page 218, paraqgraph E.
Native Courts Law of 1956 defined customary law to include Islamic law. However, accoding to Islamic Law, they are not the same.