NLS BAR FINALS · REVISION GUIDE

MIDE'S GUIDE TO

PROPERTY LAW PRACTICE

Deeds · Sale of Land · Mortgage · Lease · Wills · Probate

A revision guide by **Mide Alabi Esq.**

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How to Use This Guide

The Property Law Practice paper is perhaps the most document-intensive in the Bar Finals. The examiner is not just testing whether you know the law, he is testing whether you can identify the correct transaction, name the correct parties, choose the correct instrument, and then draft it accurately under exam pressure.

This guide covers the highest-frequency topics across PLP Bar Finals sittings from 2009 to 2024. Each chapter gives you the transaction framework, the key distinctions across jurisdictions, the drafting components you will almost certainly be asked to produce, and the thing most candidates miss.

> PLP drafting questions reward structure above substance. The examiner is looking for correct commencement, correct parties, correct clauses in the correct order. A technically correct answer in the wrong format will lose marks. Drill the format until it is automatic.

CHAPTER 1

OVERVIEW

Transactions · Parties · Documents · Who Prepares

Appeared in Bar Finals: 2009 – 2024 (every sitting)

Every PLP question begins with the same diagnostic: what is the transaction? The answer determines the parties, the instrument, who prepares it, and whether it requires a deed. Getting this wrong at the start cascades into every subsequent mark.

Identifying the Transaction from Keywords

Transaction	Trigger Keywords
Donation of Power	Vest power · Authorise · Appoint · Delegate · Relinquish control
Contract of Sale of Land	Transfer of unexpired residue · Transfer of interest · To acquire · Buying/selling
Lease	Grant of exclusive possession · Reversionary interest · Demised premises · To let
Mortgage	Securities · Obtain loan · Charges
Gift of Land	Transfer without consideration · Gift · Donate land

Parties by Transaction

Transaction	Parties	Key Note
Donation of Power (simple)	Donor & Donee	Where coupled with consideration: add Successors in Title — makes it irrevocable
Sale of Land — Contract stage	Vendor & Purchaser	
Sale of Land — Completion stage	Assignor & Assignee	
Lease ≤ 3 years	Landlord/Landlady & Tenant	
Lease > 3 years	Lessor & Lessee	
Lease with C of O	Sub-lessor & Sub-lessee	Governor is head-lessee; all interests beneath are sub-interests
Mortgage	Mortgagor & Mortgagee	3 parties where third-party property used, or guarantor required

Initial vs Final Documents

Initial Documents	Final Documents
Not final — subsequent documents still required. Stamp: Fixed (adhesive) — within 40 days of execution. Examples: Contract of sale agreement; Power of attorney	Final — no subsequent documents required. Stamp: Ad valorem — within 30 days of execution. Examples: Tenancy agreement, Deed of assignment, Deed of lease, Deed of sub-lease, Deed of mortgage, Deed of gift, Deed of conveyance

Who Prepares the Document?

Document	Prepared By
Power of attorney	Donor or donor's solicitor
Tenancy agreement	Landlord or landlord's solicitor
Contract of sale agreement	Vendor or vendor's solicitor
Deed of lease	Lessor's solicitor
Deed of sub-lease	Sub-lessor's solicitor
Deed of mortgage	Mortgagee's solicitor ⚑
Deed of assignment	Assignee's solicitor ⚑
Deed of conveyance	Purchaser's solicitor

⚑ THE THING MOST CANDIDATES MISS

The deed of assignment is prepared by the ASSIGNEE'S solicitor, and the deed of mortgage by the MORTGAGEE'S solicitor. These are the opposite of what intuition suggests — and they appear in virtually every overview question.

THE ULTIMATE TRANSACTION MAP

Identify First. Everything Else Follows.

Before you write a single word in any PLP question, run this table. Get the transaction right and the parties, instrument, solicitor, and perfection steps all follow automatically. Get it wrong and every subsequent mark is at risk.

Scenario	Transaction	Parties	Instrument	Solicitor Who Prepares
Sale for value	Assignment	Assignor / Assignee	Deed of Assignment	Assignee's solicitor
Loan secured by land	Mortgage	Mortgagor / Mortgagee	Deed of Mortgage	Mortgagee's solicitor
Authority delegated	Donation of Power	Donor / Donee	Power of Attorney	Donor or donor's solicitor
Possession granted (≤ 3 yrs)	Tenancy	Landlord / Tenant	Tenancy Agreement	Landlord or landlord's solicitor
Possession granted (> 3 yrs)	Lease	Lessor / Lessee	Deed of Lease	Lessor's solicitor
Possession granted (> 3 yrs + C of O)	Sub-lease	Sub-lessor / Sub-lessee	Deed of Sub-lease	Sub-lessor's solicitor
Gift of land	Gift	Donor / Donee	Deed of Gift	Donee's solicitor
Buying/selling land	Contract of Sale	Vendor / Purchaser → Assignor / Assignee at completion	Contract of Sale Agreement → Deed of Assignment	Vendor's solicitor (contract) → Assignee's solicitor (deed)

⚑ THE THING MOST CANDIDATES MISS

The deed of assignment is prepared by the ASSIGNEE's solicitor. The deed of mortgage by the MORTGAGEE's solicitor. The deed of gift by the DONEE's solicitor. All three are counter-intuitive. All three are tested every sitting.

CHAPTER 2

DEEDS

Features · Parts · Execution & Attestation

Appeared in Bar Finals: 2009 – 2024 (every sitting)

The deed is the core instrument of property law practice. Almost every PLP drafting question is a deed of some kind. The examiner tests whether you know the four parts in order, the correct clauses within each part, and the correct execution and attestation format for different types of parties.

Features of a Valid Deed

A deed must be: in writing, signed by the parties, delivered, under seal, attested, and contain franking. The classic formulation: a deed must be signed, sealed and delivered.

A deed becomes effective upon delivery. Delivery may be absolute (without condition) or conditional/in escrow (subject to conditions, e.g. obtaining governor's consent).

Transactions That Must Be by Deed

- Transfer of interest by sale of land
- Creation of legal mortgage
- Lease exceeding 3 years
- Voluntary surrender
- Vesting declaration

Transactions that need NOT be by deed: Assent, tenancy agreement (lease ≤ 3 years), vesting order (court-declared), voluntary surrender by operation of law (death/insanity/bankruptcy), equitable mortgage, power of attorney, contract of sale of land agreement.

The Four Parts of a Deed of Assignment

Part	Clauses / Contents
1. Introductory Part	(a) Commencement: "THIS DEED OF ASSIGNMENT" (b) Date: "made this __ day of __ 2025" — insert "is made" if deed contains a recital (c) Parties (d) Recital (if any)
2. Operative Part	(a) Testatum: "THIS DEED WITNESSES AS FOLLOWS:" — insert "NOW" if recital present (b) Consideration clause (c) Receipt clause (d) Capacity clause (covenant of title) (e) Words of grant: "assigns to the assignee" (f) Parcel clause: "all that parcel of land situate at..." (g) Habendum: "TO HOLD UNTO THE UNEXPIRED RESIDUE..."
3. Miscellaneous Part (optional)	Required mainly in CA states where assignor sells part of land: (a) Acknowledgment for safe custody (b) Indemnity

4. Concluding Part	(a) Testimonium (b) Schedule (if any) (c) Execution and attestation (d) Governor's consent (e) Franking

Execution and Attestation — by Party Type

Party Type	Execution Formula
Natural person	SIGNED, SEALED AND DELIVERED by [Name] ([capacity]) — then attestation: Name, Address, Occupation, Signature and date
Illiterate party	Add illiterate Jurat: "The content of this deed having been read from English to [language] by me [interpreter] and having fully understood, makes his impression on this deed" — BEFORE ME NOTARY PUBLIC
Blind party	Add Jurat: "The content of this deed having been read aloud by me [reader] and having fully understood, guides his hand to make his thumbprint" — BEFORE ME NOTARY PUBLIC
Company (Artificial person)	THE COMMON SEAL OF [COMPANY NAME] is affixed in the presence of: ______ (Director) ______ (Secretary)
Incorporated Trustees	THE COMMON SEAL OF THE INCORPORATED TRUSTEES OF [NAME] is affixed in the presence of: ______ (Trustee) ______ (Trustee)
Lawful Attorney	SIGNED, SEALED AND DELIVERED by [Donor] through his lawful attorney [Donee] by virtue of the power of attorney dated __ and registered at Number, Page and Volume of the land registry of __ State

⚑ THE THING MOST CANDIDATES MISS

The word "is" must be inserted in the date clause ("is made this __ day of __") once the deed contains a recital. The word "NOW" must be inserted in the Testatum ("NOW THIS DEED WITNESSES") once there is a recital. These small triggers appear in virtually every sitting.

CHAPTER 3

POWER OF ATTORNEY

Features · Types · Execution · Revocation · Third-Party Protection

Appeared in Bar Finals: 2009, 2010, 2011, 2012, 2013, 2018, 2019, 2020, 2022, 2023, 2024

Power of attorney questions appear in almost every sitting. The examiner tests the difference between a simple power of attorney and one coupled with consideration, the consequences of each, and whether you can draft the instrument correctly.

Core Features — Simple vs Coupled with Consideration

Feature	Simple Power of Attorney	Coupled with Consideration
Parties	Donor and Donee	Donor, Donee, and their Successors in Title
Instrument type	Deed poll (executed by donor only)	Deed indenture (executed by two or more parties)
Revocable?	Yes — revocable by nature	No — irrevocable
Death of either party	Terminates the power	Does NOT terminate the power
Governor's consent	Not required (except in Lagos)	Not required (except in Lagos)
Transfer of title?	No — instrument of delegation only	Yes — can transfer title

When a Power of Attorney Must Be by Deed

- Power of attorney for lease above 3 years — must be by deed
- Power of attorney for sale of land — must be by deed
- Power of attorney for tenancy agreement — must be in writing (not necessarily by deed)

Revocation

A power of attorney is revocable by nature. An irrevocable power of attorney can only be brought to an end if first made revocable:

- Coupled with consideration: consideration must first be satisfied (money refunded)
- Contains irrevocability clause: becomes revocable after 1 year (12 months) from execution
- Subject to an interest: becomes revocable once the interest is exhausted

Revocation by operation of law: death of either party; insanity of either party; undischarged bankruptcy of either party. None of these apply where the power is coupled with consideration.

Draft Structure — Power of Attorney (Deed Poll, Simple)

1. Commencement: "BY THIS POWER OF ATTORNEY" or "THIS DEED OF ATTORNEY"
2. Date: "made this __ day of __ 2025"
3. Party: "I, [Donor Name] of [address]..."
4. Appointment clause: "HEREBY APPOINTS [Donee Name] of [address] to be my lawful attorney"
5. Power clause: "And to do the following: (a)... (b)..."
6. Irrevocability clause (if any): "I DECLARE that this Power of Attorney shall be irrevocable [for a period of 12 months]"
7. Testimonium: "IN WITNESS OF WHICH, I have executed this document on the __ day of __ 2025."
8. Execution: "SIGNED AND DELIVERED by [Donor Name] (donor)"
9. Attestation: IN THE PRESENCE OF: Name / Address / Occupation / Signature and Date
10. Franking

⚑ THE THING MOST CANDIDATES MISS

Third-party protection: A third party who deals in good faith without notice of revocation is protected as a bona fide purchaser. If the donee makes a statutory declaration within 3 months that there is no revocation, the third party is protected and the donee is held liable — Bashir Labadebi v Odulana.

CHAPTER 4

SALE OF LAND

Stages · Investigation of Title · Perfection · Drafting

Appeared in Bar Finals: 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, 2024

Sale of land is the highest-frequency topic in the entire PLP paper. It appears in every sitting and generates the most marks. Know this chapter cold.

The Five Stages of a Sale of Land Transaction

Stage	Activities
1. Pre-Contract	Negotiation of price; physical inspection (patent defects); preliminary enquiries (neighbours, boundaries, town planning compliance); latent defects at land registry
2. Contract	Payment of deposit; preparation and exchange of contract of sale agreement; part payment; consent to investigate title
3. Post-Contract (after contract, before completion)	Investigation of title; deducing title; raising requisitions; preparation of search report
4. Completion	Payment of outstanding balance; preparation of completion statement; preparation of deed of assignment; entry into possession
5. Post-Completion (Perfection)	Obtaining governor's consent; payment of stamp duties; registration at the land registry

Types of Contract

Type	Key Features
Oral (Parol)	Word of mouth. Unenforceable under common law (Statute of Frauds s.4). Enforceable under customary law if: full purchase price paid + at least 2 witnesses present + entry into possession
Open Contract	Reduced to writing; enforceable under common law. Must contain: purchase price, description of parties, description of property, signatures. Examples: rough agreements, receipts
Formal Contract	Under seal (by deed). Prepared by a solicitor only. Single solicitor permissible only where: title is sound + consideration is small + no conflict of interest + parties are close relatives

Deducing Title — Period Required by Jurisdiction

Jurisdiction	Period
Conveyancing Act states (Northern + Eastern states, Bayelsa, Cross-River, Akwa-Ibom, Rivers)	40 years
Property and Conveyancing Law states (Oyo, Ogun, Ondo, Osun, Ekiti, Edo, Delta)	30 years
Abia State	30 years
Lagos — private property	12 years
Lagos — public property	20 years
Evidence Act (as amended) 2023	20 years

Deposit vs Part Payment

Both involve money paid at the contract stage. The distinction is tested regularly and candidates confuse them.

Deposit	Part Payment
Common law default: 10% of actual price	Any agreed sum forming part of the contract terms
NOT reduced into writing — does not form part of the contract of sale agreement	Reduced into writing — IS part of the contract of sale agreement
Paid to solicitor as agent (vendor bears misappropriation liability) or as stakeholder (solicitor personally liable)	Governed by the terms of the formal contract
Forfeited if purchaser defaults; refunded if vendor defaults (stakeholder capacity only)	Governed entirely by terms agreed between parties

Search Report — Draft Format

The purchaser's solicitor prepares the search report. The examiner tests both the content and the format. Two versions exist: with a covering letter, and without.

A.B. SMART LAW OFFICE
5 Law School Road, Bwari, Abuja | smartlaw@email.com | 0903 336 882
Our Ref: Your Ref:
25th January 2025

Mr. Yusuf Adamu
No. 5 Law School Road, Bwari, Abuja

Dear Sir,

RE: SEARCH REPORT ON PLOT 13A AGBANI, ENUGU STATE

We refer to the above subject matter. Kindly find attached our search report.

Yours faithfully,

____

A.B. Smart Esq.
Principal Partner

Encl: Search Report

SEARCH REPORT ON PLOT 13A AGBANI, ENUGU STATE

1. Date of search:
2. Place of search:
3. Name of owner(s):
4. Nature of interest:
5. Description of the property:
6. Encumbrances (if any):
7. Comments and conclusion:

____

A.B. Smart Esq.

⚑ THE THING MOST CANDIDATES MISS

In Lagos, application for a search report is in Form 3; the electronic search report is in Form 4. In Abuja, search reports can only be conducted by AGIS officials — the solicitor does not conduct the search personally.

Perfection — Steps and Documents

Step 1 — Governor's Consent: Required for all land transactions under the Land Use Act. Failure to obtain it renders the transaction void — Savannah Bank v Ajilo. Documents required:

- Original title document from lands registry
- Application letter (letter of consent)
- 3 years tax clearance certificate
- Receipts: consent fee, endorsement fee, charting fee
- Evidence of payment of ground rent, tenement rates, and development levy
- 6 copies of deed of assignment
- If applicant is a company: Certificate of Incorporation, MEMART, and particulars of directors

Step 2 — Stamping: Done at FIRS. Contract of sale: fixed stamp within 40 days. Deed of assignment: stamp ad valorem within 30 days. Failure: penalty + document not accepted for registration. Document remains admissible in court if stamp duties later paid — Benjamin v Kalio.

Step 3 — Registration: At the land registry. Entered at Number, Page, and Volume. Failure: loses priority against bona fide purchaser without notice AND inadmissible in evidence.

⚑ THE THING MOST CANDIDATES MISS

Failure to register a deed of assignment does not make it void — but it loses priority and is inadmissible. Failure to obtain governor's consent, however, renders the entire transaction void (Savannah Bank v Ajilo). These have different consequences and the examiner tests them deliberately.

CHAPTER 5

MORTGAGE

Creation by Jurisdiction · Remedies · Discharge · Covenants

Appeared in Bar Finals: 2009, 2010, 2011, 2012, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024

Mortgage is the most technically complex topic in PLP. Location is everything — get the jurisdiction right before anything else.

Jurisdiction Map

Jurisdiction	States Covered	Governing Law
Conveyancing Act (CA) States	All Northern states; all Eastern states; Bayelsa, Cross-River, Akwa-Ibom, Rivers	Conveyancing Act 1882
Property & Conveyancing Law (PCL) States	Oyo, Ogun, Ondo, Osun, Ekiti, Edo, Delta (OOOEED)	Property and Conveyancing Law
Lagos	Lagos State only	Mortgage and Property Law of Lagos State (MPL)

Creating Legal Mortgage by Jurisdiction

Jurisdiction	Methods
CA States (3 methods)	(1) Assignment of unexpired residue (2) Sub-demise less than one day (3) Deed of statutory mortgage (charge expressed to be by statutory mortgage)
PCL States (2 methods)	(1) Sub-demise less than one day (2) Legal charge (charge expressed to be by legal mortgage)
Lagos — Freehold / Right of Occupancy (3 methods)	(1) By demise (2) Deed of legal mortgage (3) Deed of statutory mortgage
Lagos — Leasehold / Certificate of Occupancy (3 methods)	(1) Sub-demise less than one day (2) Deed of legal mortgage (3) Deed of statutory mortgage

Legal vs Equitable Mortgage

Legal Mortgage	Equitable Mortgage
Created by deed; must be perfected (CSR)	Arises by: deed without perfection; mere deposit of title document; agreement to create legal mortgage; equitable charge

Has power of sale (when exercisable)	No power of sale — in CA states, use remedial devices (power of attorney + trust declaration); in PCL/MPL states, seek leave of court
Mortgagee can enter possession	Mortgagee cannot enter possession
Priority over equitable mortgage	Subordinate to legal mortgage

Remedies Available to the Mortgagee

Power of Sale (legal mortgage only): Arises on default; becomes exercisable when: letter of demand served and debtor defaults again, OR on default of second instalment. Order of proceeds: (1) encumbrances in order of priority → (2) vendor(s) → (3) mortgagee's principal + interest → (4) outstanding balance returned to mortgagor.

Order of Foreclosure (legal and equitable): Terminates equitable right to redeem. Once made absolute after 6 months, mortgagor cannot claim property or outstanding balance.

Entering Possession (legal mortgage only): Mortgagee is duty-bound to render account once in possession.

Appointment of a Receiver: Bank uses this to avoid rendering account (legal mortgage); only option for equitable mortgage since possession is unavailable.

Discharge of Mortgage

Situation	Instrument of Discharge
Legal mortgage in CA states (assignment of unexpired residue or sub-demise)	Deed of discharge (also called deed of surrender or deed of release)
Legal mortgage by deed of statutory mortgage in CA states	Statutory receipt
Legal mortgage in PCL states	Statutory receipt
Legal mortgage in Lagos (MPL)	Receipt of discharge
All equitable mortgages	Simple receipt
Mortgage by a company	Memorandum of satisfaction — Form CAC 10 (filed with CAC)

⚑ **THE THING MOST CANDIDATES MISS**

Up-stamping: Additional stamp duty paid on an additional loan secured on an already-mortgaged property. Conditions: (1) existing mortgage must be a legal mortgage; (2) same parties; (3) property value must accommodate the additional loan; (4) stamp duty paid specifically for the additional sum — Owoni-boys Technical Service Ltd v Union Bank.

Deed of Mortgage — Operative Part Structure

The deed of mortgage follows the same four-part structure as the deed of assignment. The operative part differs in key clauses. The examiner tests this drafting — have the structure memorised.

(i) Testatum: "THIS DEED WITNESSES AS FOLLOWS:" (or "NOW THIS DEED WITNESSES..." if recital)

(ii) Consideration: "In consideration of the sum of [₦X] advanced by the mortgagee to the mortgagor (the receipt of which the mortgagor hereby acknowledges)"

(iii) Capacity clause: "the mortgagor as a beneficial owner"

(iv) Words of grant: "mortgages to the mortgagee" (CA states: assigns / sub-demises)

(v) Parcel clause: "all that parcel of land situate at ______"

(vi) Habendum: "TO HOLD UNTO THE UNEXPIRED RESIDUE of the mortgagor's interest for the mortgagee subject to the proviso for redemption"

(vii) Proviso for redemption: "PROVIDED ALWAYS that if the mortgagor pays to the mortgagee the sum of [₦X] together with interest at [X]% on [date], the mortgagee shall discharge this mortgage"

(viii) Covenants: Covenant to pay principal sum and interest; covenant to insure; covenant to consolidate (if any)

⚑ THE THING MOST CANDIDATES MISS

The deed of mortgage is prepared by the MORTGAGEE'S solicitor — not the mortgagor's. The proviso for redemption is unique to the deed of mortgage. Without it, the mortgagor cannot exercise the equity of redemption. Never omit it.

CHAPTER 6

LEASE

Features · Modes of Creation · Covenants · Determination · Drafting

Appeared in Bar Finals: 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023, 2024

Lease questions appear in every sitting and always carry a drafting component. Know the habendum and reddendum clauses by heart.

Types of Lease by Duration and Interest

Type	Duration/Trigger	Parties
Tenancy	3 years and below	Landlord/Landlady & Tenant
Lease	Exceeds 3 years	Lessor & Lessee
Sub-lease	Exceeds 3 years + property covered by Certificate of Occupancy	Sub-lessor & Sub-lessee
Sub-under-lease	Sub-lessee further leases to a third party	Sub-sub-lessor & Sub-sub-lessee

Features of a Valid Lease (UBA v Tejumola)

- Certainty of commencement date and duration of time
- Certainty of parties
- Certainty of property (demised premises)
- Certainty of terms (express covenants)
- Grant of exclusive possession
- Proper mode of creation

Key Express Covenants

Covenant	If NOT Expressly Stated	If Expressly Stated
Time to pay rent	Common law: rent paid in arrears	Must state rent paid in advance
Covenant to repair	Common law: major repairs by lessor; minor repairs by lessee/tenant	As agreed — must state clearly
User covenant	Common law: may be used for any legal purpose	Restricts use to stated purpose — breach allows forfeiture
Covenant not to assign/sub-let	Common law: lessee may assign or sub-let freely	Restricts transfer — court may not allow unreasonable refusal to consent

Option to renew	No renewal right unless agreed	Must include: written consent to landlord, agreed term, and self-exclusion clause
Rent review clause	No right of review unless agreed	Must state: mode of review, time of review, dispute resolution mechanism

Deed of Lease — Operative Part (8 Clauses)

(i) Testatum: "THIS DEED WITNESSES AS FOLLOWS:" (or "NOW THIS DEED WITNESSES..." if recital)

(ii) Consideration: "In consideration of the rent reserved in this lease"

(iii) Capacity clause: "the lessor as a beneficial owner"

(iv) Words of grant: "leases to the lessee"

(v) Parcel clause: "all that parcel of land situate at ______"

(vi) Habendum: "To hold unto the unexpired residue for [X] years of the lessor's interest for the lessee"

(vii) Reddendum: "YIELDING AND PAYING the sum of [₦X] only by the lessee to the lessor (the receipt of which the lessor hereby acknowledges)"

(viii) Covenants: (express covenants agreed by parties)

⚑ THE THING MOST CANDIDATES MISS

The Reddendum (rent clause) is unique to lease — it does not appear in a deed of assignment. The habendum in lease says "to hold for [X] years" while the habendum in assignment says "TO HOLD UNTO THE UNEXPIRED RESIDUE." Using the assignment habendum in a lease draft will cost you marks.

CHAPTER 7

WILLS, CODICILS & PERSONAL REPRESENTATIVES

Validity · Gifts · Revocation · Administration

Appeared in Bar Finals: 2009, 2010, 2011, 2012, 2013, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024

Wills questions test validity, types of gifts, how gifts fail, revocation, and probate procedure. The three types of legacy and the failure of gifts by attestation are tested repeatedly.

Features of a Valid Will

- In writing (NOT a deed)
- Written on durable paper
- Duly executed
- States the beneficiary
- Expressly states the mode of distribution
- Made with testamentary capacity

Testamentary capacity — age: Wills Act (FCT only): 21 years. Wills Law (various states): 18 years.

Three Types of Legacy

Type	Definition	Key Rule
General Legacy	Gift not fully described — no specific identity Example: "I give my red car to my daughter"	Can be replaced if the specific item no longer exists
Specific Legacy	Gift fully described — unique identity Example: "I give my Red Toyota Camry 2022, Reg. No. ABC142GL to my daughter"	Suffers ademption if the specific item no longer exists
Demonstrative Legacy	Chattel + fully described + source location Example: "I give my Red Toyota Camry 2022, Reg. ABC123JL parked in my compound at 5 Tinubu St, Lagos to my daughter" Formula: Chattel + Specific + Source = Demonstrative	Combines qualities of both general and specific

How Gifts Fail

Mode	Trigger	Key Note
Ademption	Specific gift no longer exists at testator's death (destroyed, compulsorily acquired, stolen)	Only specific legacies suffer ademption

Lapse	Beneficiary predeceases the testator	Prevented by: declaration against lapse; substitution clause; class gift (tenancy in common); residuary clause
Abatement	Estate insufficient to meet all gifts — debts settled first	Order: property not covered by will → residuary → general → demonstrative → specific
Attestation	Beneficiary (or spouse) witnesses the will	Gift fails — but NOT if: gift settles a debt; spouse attested before marriage; beneficiary signed as trustee; jurisdiction has >2 witnesses (Lagos, Oyo, Abia, Kaduna)
Disclaimer	Beneficiary renounces the gift	
Public Policy	Beneficiary caused testator's death; or gift is illegal	

Revocation of a Will

Voluntary revocation: (1) By destruction — must be intentional AND complete (Cheese v Lovejoy — symbolic destruction not sufficient); (2) By Codicil; (3) By Written Declaration — duly executed before at least 2 witnesses.

Involuntary revocation: By statutory marriage (change of marital status). Does NOT revoke: void marriage (same-sex, underage); customary marriage; subsequent customary marriage; will made in contemplation of marriage (Jadesimi v Okotie-Iboh).

Content of a Will — Draft Structure

1. Commencement: "THIS IS THE LAST WILL AND TESTAMENT OF ME, [Full Name] of [address]"

2. Date: "Made this __ day of __ 2025"

3. Revocation clause: "I REVOKE all testamentary documents made by me AND I DECLARE this to be my last will"

4. Appointment clause: "I APPOINT [Name] of [address] to be the executor of my will"

5. Gift clause: "I GIVE [description of gift] to [beneficiary]" — include residuary clause

6. Charging clause: "I DECLARE that my executor will be paid the sum of [₦X] for administering my estate"

7. Testimonium: "IN WITNESS OF WHICH, I have executed this will in the manner below the day and year first above written"

8. Execution: "SIGNED by within named testator" + Testator signature

9. Attestation: "In our presence, attested by us at the same time in his presence" + 2 witness signatures

THE THING MOST CANDIDATES MISS

A will is NOT a deed. It is not signed, sealed and delivered — it is simply signed. The residuary clause prevents partial intestacy — without it, any undisposed property passes by intestacy rules, which may not reflect the testator's wishes.

Codicil — Draft Structure

A codicil is used to amend, alter, revoke, or revive a will. It cannot stand alone — it is a supplemental document. It must be duly executed in the same manner as a will.

1. Commencement: "THIS IS THE FIRST CODICIL TO THE LAST WILL AND TESTAMENT OF ME, [Full Name] of [address]"

2. Date: "Made this __ day of __ 2025"

3. Purpose clause: "I AMEND / I REVOKE / I REVIVE / I ALTER [specific clause or gift]"

4. Confirmation clause: "In all other respects, I confirm my said will"

5. Testimonium: "IN WITNESS OF WHICH, I have executed this codicil in the manner below the day and year first above written"

6. Execution: "SIGNED by within named testator" + Testator signature

7. Attestation: "In our presence, attested by us at the same time in his presence" + 2 witness signatures

THE THING MOST CANDIDATES MISS

A will destroyed cannot be revived by codicil — there must be something to supplement. Revival by codicil only works if the will still exists. A codicil also confirms all parts of the original will not expressly altered — omit the confirmation clause and you create ambiguity.

CHAPTER 8

PROBATE PRACTICE

Types of Grant · Procedure · Caveat · Letter of Administration

Appeared in Bar Finals: 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2018, 2020, 2021, 2022, 2023, 2024

Probate questions test which type of grant applies, when it may be issued, who applies, what documents accompany the application, and the caveat/citation procedure.

Timeframes Before Grant

Lagos	Abuja (FCT)
Testate (dies with will): no grant until after 14 days	Testate: no grant until after 7 days
Intestate (dies without will): no grant until after 21 days	Intestate: no grant until after 14 days

Three Types of Grant

Grant	When It Applies
Probate	Valid will + executor (or trustee) appointed. Granted to executors and trustees only
Letter of Administration with Will Annexed	Valid will exists BUT: (1) no executor appointed; (2) executors are still minors; (3) all executors died before applying; (4) executor has a condition to satisfy; or (5) estate subject to litigation
Letter of Administration (Simple Administration)	Person dies intestate — no will. Court appoints administrator. Order of priority: spouse → children → parents → full-blood siblings → half-blood siblings → grandparents → uncles/aunts → creditors → Administrator-General (estate unrepresented)

Probate — Common Form vs Solemn Form

Common Form	Solemn Form
Will NOT challenged — no caveat filed Procedure: (1) search/read will → (2) application by executor → (3) publication (Lagos: 3 months; Abuja: 6 months) → (4) proof of will → (5) issuance of common form	Will IS challenged — caveat has been filed Procedure: (1)-(3) same → (4) caveat filed (Lagos: Form 5 personally / Form 6 through agent; Abuja: Form 51 / Form 52) → (5) citation filed (Lagos: Form 7; Abuja: Form 53) → (6) appearance to citation within 8 days (Lagos: Form 8; Abuja: Form 54) → (7) probate action at State High Court → (8) solemn form issued

Documents — Common Form Probate

- Certified True Copy of the will
- Application for probate (letter of application — exclusive to lawyers)
- Copy of death certificate
- Particulars of landed property
- Any other document requested by the probate registry

Documents — Letter of Administration (Simple)

- Application letter
- Copy of death certificate
- Particulars of landed property
- Particulars of next of kin
- Inventory
- Voucher
- Bank certificate
- Justification for sureties

> **⚑ THE THING MOST CANDIDATES MISS**
>
> An executor who administers estate without obtaining probate is an executor de son tort — liable for conversion and devastavit (committing waste). Only a maximum of four personal representatives will be granted probate, regardless of how many are appointed.

CHAPTER 9

TAXATION & CAPITAL GAINS TAX

Taxes Payable · Who Pays · CGT Calculation · Exemptions

Appeared in Bar Finals: 2009, 2010, 2011, 2013, 2014, 2016, 2017, 2019, 2020, 2021, 2022, 2023, 2024

Taxation questions almost always carry a calculation component. The CGT calculation is mechanical — master the four-step formula and it becomes free marks.

Taxes in Property Transactions — Who Pays

Tax	Who Pays
Stamp duties — final document (deed of assignment)	Purchaser/Assignee
Stamp duties — initial document (contract of sale)	Vendor
Consent fees	Vendor/Assignor
Registration fees	Assignee/Purchaser
Capital Gains Tax	Vendor/Assignor (the party with the gain)
Personal Income Tax	Vendor/Assignor
Ground rent	Landlord (paid to government)
Endorsement fee (governor's consent)	Purchaser/Assignee
Charting fee (governor's consent)	Purchaser/Assignee
Value Added Tax	Purchaser/Assignee

CGT Exemptions

- Educational institutions of public character
- Non-Governmental agencies
- Government agencies
- Local Governments
- Incorporated Trustees
- Companies Limited by Guarantee
- Celestial bodies
- Land transferred without consideration (gift of land)

Allowable Income (Deductible Expenses)

- Money paid to the solicitor for preparing documents

- Money paid to real estate agents
- Money used in renovation
- Money used for advertisement
- Any other incidental costs

Capital Gains Tax — Four-Step Calculation

Step 1: Subtract buying/cost price from selling price
Step 2: Add up all allowable income (deductible expenses)
Step 3: Subtract total allowable income from Step 1 figure
Step 4: Divide Step 3 figure by 10 (10%) = CGT payable

WORKED EXAMPLE — Miss Chinaza

Cost price: ₦10m | Selling price: ₦100m
Solicitor fees: ₦15m | Renovation: ₦20m | Advertisement: ₦2m | Agent: ₦3m

Step 1: ₦100m − ₦10m = ₦90m
Step 2: ₦20m + ₦15m + 3m + ₦2m + ₦3m = ₦40m
Step 3: ₦90m − ₦40m = ₦50m
Step 4: ₦50m ÷ 10 = ₦5m CGT payable

⚑ THE THING MOST CANDIDATES MISS

For PLP purposes, Capital Gains Tax applies to SALE OF LAND only — not lease, not mortgage, not gift. CGT requires a gain (selling price must exceed cost price). Where there is no gain, there is no CGT. Advising a client not to pay taxes breaches Rule 3 and Rule 15 RPC.

⚑ 2026 TAX REFORM

The Nigeria Tax Act 2025 and related tax reform legislation, which took effect on 1 January 2026, consolidated and repealed several previously separate tax statutes, including the Capital Gains Tax Act, Value Added Tax Act, Stamp Duties Act, Companies Income Tax Act and Personal Income Tax Act.

This chapter reflects the traditional Property Law Practice approach adopted in previous Bar Finals examinations and remains useful for understanding the allocation of taxes and charges commonly encountered in property transactions. However, candidates should be aware that the substantive tax regime has undergone significant reform and should consult current legislation, Law School updates, examiner directives and classroom materials for any changes affecting taxation questions in future examinations.

Where an examination question expressly references the former Capital Gains Tax Act, Stamp Duties Act or Value Added Tax Act, candidates should answer in accordance with the legal framework provided in the question

CHAPTER —

TWENTY WAYS CANDIDATES LOSE EASY MARKS

Read This the Night Before the Exam

These are not obscure errors. They are the marks that well-prepared candidates drop because they moved too fast, assumed, or confused two things that look similar. Each entry names the mistake and the correct answer.

Mistake	The Correct Answer
1. Wrong solicitor — deed of assignment	Candidates write "vendor's solicitor." Wrong. The deed of assignment is prepared by the ASSIGNEE's solicitor.
2. Wrong solicitor — deed of mortgage	Candidates write "mortgagor's solicitor." Wrong. The deed of mortgage is prepared by the MORTGAGEE's solicitor.
3. Wrong solicitor — deed of gift	The deed of gift is prepared by the DONEE's solicitor — not the donor's.
4. Wrong parties — mortgage	Candidates write "vendor and purchaser." Wrong. Mortgage parties are MORTGAGOR and MORTGAGEE. Confusing transaction → wrong parties → cascading errors.
5. Wrong parties — completion stage	At contract stage: vendor and purchaser. At completion/deed stage: ASSIGNOR and ASSIGNEE. Do not use vendor/purchaser in the deed of assignment.
6. Missing "is" in the date clause	Where a deed contains a recital, the date clause must read "is made this __ day of __". Without "is", you lose those marks.
7. Missing "NOW" in the testatum	Where a deed contains a recital, the testatum must read "NOW THIS DEED WITNESSES AS FOLLOWS." Without "NOW", you lose those marks.
8. Wrong habendum — lease vs assignment	Assignment habendum: "TO HOLD UNTO THE UNEXPIRED RESIDUE." Lease habendum: "to hold for [X] years." Using assignment language in a lease draft is a marking error.
9. Missing reddendum in lease	The reddendum (rent clause — YIELDING AND PAYING...) is unique to lease. It does not appear in assignment. Miss it and your lease draft is structurally incomplete.
10. Wrong mortgage method by jurisdiction	CA states: 3 methods. PCL states: 2 methods. Lagos freehold: 3 methods. Lagos leasehold: 3 methods. The examiner always specifies location. Use the right jurisdiction's methods.
11. Confusing deed of discharge with simple receipt	CA states (assignment/sub-demise): deed of discharge. CA states (statutory mortgage): statutory receipt. PCL states: statutory receipt. Lagos: receipt of discharge. Equitable mortgage: simple receipt.
12. Confusing registration failure with consent failure	Failure to register: document loses priority and is inadmissible — NOT void. Failure to obtain governor's consent: transaction is VOID (Savannah Bank v Ajilo). These have different legal consequences.

13. Wrong stamp duty timeline	Fixed stamp (initial documents): within 40 days. Ad valorem (final documents): within 30 days. Candidates confuse the two or cite the wrong figure.
14. Treating a will as a deed	A will is signed only. NOT signed, sealed and delivered. Writing "SIGNED, SEALED AND DELIVERED" on a will draft is a fundamental error.
15. CGT on the wrong transaction	CGT applies to sale of land ONLY. Not lease. Not mortgage. Not gift. If the question involves a lease or mortgage, CGT does not arise.
16. Wrong deducing title period	CA states: 40 years. PCL states and Abia: 30 years. Lagos private: 12 years. Lagos public: 20 years. Evidence Act 2023: 20 years. Getting the jurisdiction wrong gives the wrong period.
17. Forgetting the reddendum consideration clause in lease	In lease, the consideration clause in the operative part reads: "In consideration of the RENT RESERVED in this lease" — not a lump sum like in assignment.
18. Maximum personal representatives for probate	Any number can be appointed as personal representatives. But only a MAXIMUM OF FOUR will be granted probate. Candidates cite unlimited grants.
19. Probate timeframes — Lagos vs Abuja	Lagos testate: 14 days. Lagos intestate: 21 days. Abuja testate: 7 days. Abuja intestate: 14 days. Candidates confuse Lagos and Abuja or mix testate/intestate figures.
20. Power of attorney as deed poll vs deed indenture	Simple PoA: deed poll (executed by donor only). Coupled with consideration: deed INDENTURE (executed by both parties). Getting the form wrong means the wrong execution formula.

CHAPTER —

KEY NUMBERS AT A GLANCE

Every Specific Figure in This Guide

The examiner regularly asks candidates to cite specific timeframes, percentages, and thresholds. These figures are where marks are lost not because candidates don't know the law, but because they mix up the numbers.

Figure	What It Governs	Context / Authority
40 days	Fixed stamp (initial documents) must be paid within 40 days of execution	Stamp Duties Act *
30 days	Stamp ad valorem (final documents) must be paid within 30 days of execution	Stamp Duties Act *
40 years	Period for deducing title in Conveyancing Act states	Conveyancing Act 1882
30 years	Period for deducing title in PCL states and Abia State	Property & Conveyancing Law
20 years	Period for deducing title — Evidence Act 2023; also Lagos public property	Evidence Act (as amended) 2023
12 years	Period for deducing title — Lagos private property	Lagos State Law
10%	Capital Gains Tax rate on sale of land gain	Capital Gains Tax Act *
10%	Common law deposit (10% of actual price)	Common Law
14 days	Minimum wait before probate grant — Lagos (testate)	Lagos Probate Rules
21 days	Minimum wait before probate grant — Lagos (intestate)	Lagos Probate Rules
7 days	Minimum wait before probate grant — Abuja (testate)	FCT Probate Rules
14 days	Minimum wait before probate grant — Abuja (intestate)	FCT Probate Rules
3 months	Publication period for probate application — Lagos	Lagos Probate Rules
6 months	Publication period for probate application — Abuja	FCT Probate Rules
6 months	Period after which foreclosure order is made absolute	General Mortgage Law

6 months	Deadline for registering legal mortgage at LIMS — Lagos	Land Registration Law, Lagos
3 months	Donee's statutory declaration period (PoA third-party protection)	Bashir Labadebi v Odulana
12 months	Period after which irrevocability clause in PoA lapses	General Law
90 days	Deadline for company to register mortgage with CAC (Form CAC 9)	CAMA 2020
8 days	Period for appearance to citation in probate proceedings	Probate Rules
60 days	Deadline for mandatory registration at LIMS after governor's consent — Lagos	Land Registration Law, Lagos
4	Maximum number of personal representatives granted probate	Administration of Estates Law
21 years	Minimum testamentary age under Wills Act (FCT)	Wills Act
18 years	Minimum testamentary age under Wills Law (states)	Wills Law (various states)
6 copies	Number of deed of assignment copies required for governor's consent application	Land Use Act practice
3 years	Tax clearance certificate period required for governor's consent application	Land Use Act practice

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A Final Word

Property Law Practice rewards methodical thinking above all else.

Every question has a diagnostic moment at the start: what is the transaction? Answer that correctly and the rest follows — the parties, the instrument, who prepares it, whether it requires a deed, which jurisdiction governs it, and what the perfection steps look like.

The three things that separate strong candidates in this course from the rest:

- They know which solicitor prepares which document — they never confuse the assignee's solicitor with the vendor's
- They draft from memory: the four parts of a deed, the eight operative clauses, the execution formula for each party type
- They know where jurisdiction changes the answer: creation of legal mortgage is the clearest example, but sale of land, lease, and probate all have location-specific rules

> Use this guide as your final pass. Identify the two topics per chapter you are least confident on and drill those. The exam is winnable — it rewards the candidate who is methodical, not the one who knows the most. Study, pray, and be at peace.