

002401



THE LAWS OF
ABIA STATE
OF NIGERIA
2005

MINISTRY OF JUSTICE
ABIA STATE

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CHAPTER 160

STATE LANDS LAW

A Law to make further and better provision for the management and disposal of State Lands.

L of N. 1948
Cap. 45.
N.L.N. 131
of 1954

[8th April, 1918]

Commencement

1. This Law may be cited is the State Land Law.

Citation

2. In this Law-
"State Land" means all public lands in Abia State which were on the 30th day of September, 1960, subject to the control of Her Majesty and held for a public purpose and all land thereafter acquiring by or on behalf of the Government of Abia State and held for any such purpose.

Interpretation

3. (1) Subject to the regulations made under this Law, the Governor may grant leases of State Lands for any term, or in the case of a lease to a citizen of Nigeria for an indefinite term, and may grant licences for the temporary occupation of State land.
(2) Subject to the regulations made under this Law, the Commissioner may grant licences for the temporary occupation of State land.

Power to grant
leases and
licences for
temporary
occupation

4. The Commissioner may-
- accept on such terms and conditions (if any) as he may think proper the surrender of any lease granted under this Law or any Law repealed by this Law.
 - wholly or partially remit, except as otherwise prescribed, all or any of the covenants or conditions in any lease, where, owing to special circumstances, compliance therewith would be impossible or great hardships would be inflicted upon the lessee; and
 - extend, except as otherwise prescribed, the time to the lessee for performing the conditions contained in any lease liable to forfeiture for such period, and upon such terms and conditions, as he may think fit, and the period so extended

Commissioner to
accept surrender
of leases

Remit covenant

Extend time for
performing
condition

and the terms and conditions so imposed shall be deemed to be inserted in the lease, and shall be binding on the lessee.

Licenses to
take building
materials

(Fed. Cap. 121)
(Fed. Cap. 120)

5. (1) It shall be lawful for the Commissioner to grant a licence to any person to enter upon any State land which is not the subject of a lease or a temporary occupation licence granted under this Law, or of a mining lease, mining right or exclusive prospecting licence granted under the Minerals Act or of a lease or licence granted under the Mineral Oils Act, and remove or extract therefrom any stone, gravel, clay, sand or other similar substance (not being a mineral within the meaning assigned to that term in the Minerals Act) that may be required for building or for the manufacture of building materials.
- (2) A licence may be granted for such period and subject to such conditions as the Commissioner thinks fit or as may be prescribed.
- (3) A licence shall not be transferable.
- (4) The Commissioner may cancel a licence if the licensee fails to comply with any of the conditions thereof.

GENERAL PROVISIONS RELATING TO LEASES

Implied
covenant

6. Except as otherwise prescribed or provided in the lease, there shall in every lease under this Law be implied by virtue of this Law-
 - (a) covenant by the lessor-
 - (i) that he has full power to grant the lease;
 - (ii) that the lessee, paying the rent and fulfilling the conditions therein contained shall quietly hold and enjoy the premises without any interruption by the any person claiming under him except in so far as the laws in force for the time being in Abia State may permit;
 - (b) covenant by the lessee-
 - (i) that he will pay to the Principal Lands Officer or to such officer as the Commissioner may appoint on the issue of the lease rent at the rate of the rent specified in the lease for the period from the commencement of the lease to the 31st day of December next following,

and that he will thereafter pay in advance without demand on the 1st day of January in each year to the Principal Lands Officer or to such other officer as the Commissioner may appoint the yearly rent specified in the lease, or if the yearly rent be revised or a penal rent be imposed in lieu of the yearly rent, such revised or penal rent as may for the time being be payable in respect of the premises;

- (ii) that he will pay all taxes rates charges, duties, assessments or outgoing of the building thereon or upon the lessor or lessee;
- (iii) not to assign, sublet or otherwise part with the possession of the land comprised in such lease or any part thereof, without the previous consent of the Commissioner in writing.

7. (1) Every covenant or condition whether expressed or implied in a lease under this Law, which is binding on a lessee, shall, unless otherwise expressly provided in the lease, be binding on all persons claiming an interest in the land the subject of the lease and whose title is derived through or under the lessee.

Covenants and
conditions
binding on
persons claiming
under the lease

- (2) Any minor who becomes a lessee under this Law shall be in the same position with regard to his liability and obligation under or in respect of his lease as if he were of full age.

Obligation of
minors

8. (1) In every lease under this Law there shall, unless expressly excepted, be reserved by virtue of this Law to the Commissioner the right to revise and fix the rent for such periods thereafter referred to as the revision periods) as may be specified in the lease.

Revision of rent

- (2) (a) As nearly as conveniently, may be to the commencement of each revision period the Commissioner shall revise and fix the yearly rent which shall be payable for such revision period, but so that the rent fixed shall not exceed the rent obtainable at the time of revision for similar lands of similar area and amenities similarly situated.

Provided that if for any reason the Commissioner considers it desirable to postpone the revision of the rent reserved under any lease, the

Commissioner may postpone such revision for such time, irrespective of any revision period, as he shall think fit; but should the right to revise be subsequently exercised the rent then fixed shall be payable for the remainder of the current revision period.

(b) In revising the rent no improvements made by the lessee on the land shall be taken in account.

- (3) The amount at which the rent is fixed by the Commissioner shall be notified to the lessee, who if he considers that the rent fixed is in excess of that which can properly be demanded under the terms of subsection (2) may within one month of such notification appeal to the Commissioner
- (4) If the Commissioner and the lessee are unable to agree as to the rent to be paid the matter shall be referred to an arbitrator to be agreed upon by the Commissioner and the lessee or in the absence of such agreement to be appointed by a judge of the High Court.
- (5) The decision of the arbitrator shall be final and if the rent fixed by the arbitrator is not less than that demanded by the Commissioner the lessee shall pay the cost of the arbitration.

Penal rent

9. (1) When in any lease under this Law the lessee has covenanted to develop or effect improvements on the land leased and has committed a breach of such covenant the Commissioner may at the time of such breach or at any time thereafter, and at the expiration of every year thereafter so long as the breach be not remedied, fix a penal rent which shall be payable for one year from the date it is fixed and shall be paid by the lessee in addition to and at the same time and manner as the rent reserved is payable and shall be recoverable as rent. The first penal rent shall not exceed the rent reserved in the lease and penal rents subsequently fixed shall not exceed double the penal rent payable in respect of the preceding year.
- (2) Notice of such penal rent being imposed and the amount thereof and the date from which it is payable shall be given in writing to the lessee.

- (3) The fact that a penal rent has been imposed shall not preclude the Commissioner in lieu or fixing a subsequent penal rent, from taking or directing to be taken proceedings for the forfeiture of the lease by reason of the breach in relation to which the penal rent has been imposed, provided that such proceedings shall not be taken during the period for which a penal rent has been paid.

10. In the absence of special provisions to the contrary in any lease under this Law all buildings and improvements on State lands, whether erected or made by the lessee or not, shall on the determination of the lease, pass to the State without payment of compensation:

Building on
leased State
lands

Provided, however, that, in the absence of any special provision to the contrary in the lease, when land is leased for a term not exceeding thirty years the lessee shall be at liberty within three months of the termination (otherwise than by forfeiture) of such lease to remove any buildings erected by him on the land, leased during the currency of such lease, unless the Commissioner shall elect to purchase such buildings. In the event of the Commissioner and the lessee not agreeing as to the purchase price of such buildings, the same shall be determined by arbitration. The lessee shall make good any damage done to the land by any such removal.

11. No lease under this Law, which contains a covenant, express or implied, not to assign without the consent of the Commissioner and no lease under the State Lands Act or under any Ordinance repealed by the State Lands Act, which contains a covenant not to assign without the consent of the Governor, shall be sold by or under the order of a court in execution of a decree or otherwise howsoever, save to a purchaser approved in writing by the Commissioner and under terms, as to adequacy of price or otherwise, also so approved.

Sale of lease by
order of court to
be to a purchaser
approved by
Minister.
(Fed. Cap. 45

12. The rent reserved or payable under any lease granted under this Law or under any Law repealed by this Law shall be debt to the State and shall be paid at the office of the Principal Lands Officer or at such other office as the Commissioner may appoint.

Rent

13. If any such rent as aforesaid shall at any time be unpaid for a space of ninety days after the same became due, and a notice shall have been served on the person in default, there shall be payable by way of penalty a sum equivalent to five *per centum* of the rent due. If such rent and penalty shall be unpaid for a space exceeding one hundred and twenty days after the

Penalty when
rent in arrears

CHAPTER 160

STATE LANDS LAW

SUBSIDIARY LEGISLATION

State Lands (Leases) Regulations

made under section 36

Regulations
34 of 1918,
29 of 1927
20 of 1932
81 of 1940,
L.N. 131 of
1954

Citation

Different
kinds of lease

1. These regulations may be cited as the State Lands (Leases) Regulations,
2. A lease of State lands shall ordinarily be of one of the several descriptions following—
 - (a) "agricultural lease" issued for the purpose of cultivation, planting and farming;
 - (b) "building lease" issued for the purpose of erecting buildings for residential, business or any special purpose;
 - (c) "railway site lease" issued in respect of land situate near a railway for the purpose of erecting warehouses to be used for the storage or manipulation of railway-borne produce;
 - (d) "an occupation lease" issued for residential, business or, in the case of a Nigerian, farming purposes.

Agricultural Leases

Term and area

Restriction on
the holder of a
lease acquiring
a further lease

3. An agricultural lease shall not ordinarily be issued for a term exceeding forty-five years, or for an area exceeding twelve hundred acres.
4. No person who already holds an agricultural lease shall be granted a further agricultural lease unless two-thirds of the cultivable portion of the area held by him under his existing lease or leases is, at the time of his application for a further lease, under cultivation to the satisfaction of the Commissioner.

5. The following special covenants on the part of the lessee and conditions shall, unless expressly varied or excepted, be implied in every agricultural lease—

Implied
covenants and
conditions

A – Covenants

- (a) To pay such compensation as may be fixed by the Commissioner or his authorized agent for disturbance of the inhabitants in their use or occupation of the land.
- (b) During the first two years of the term of the lease to expend on cultivation and clearing a sum at least equivalent to five shillings per acre of the total area demised.
- (c) To bring the cultivable portion of the land demised under cultivation at the rate of one-eighth of such land in each of the first eight years of the term of the lease, and thereafter to keep in cultivation the whole of the cultivable portion of the area of the lease to the satisfaction of the Commissioner.
- (d) Should live stock be brought on the land demised, to erect and maintain such fences as will prevent such stock from straying off such land.
- (e) Not to construct upon the land demised any dwelling-house or any permanent erection except labourers' huts and buildings to be used for storing agricultural machinery, tools or produce or for other purposes directly connected with the carrying on of cultivation, planting or farming or the housing of live stock.
- (f) Not to plant or erect any building within thirty-three feet of the center of any main road.

B - Conditions

- (a) If any question shall arise as to whether any portion of the land demised is cultivable, the decision of the Commissioner thereon shall be final.
- (b) All rights of inhabitants in respect of water, sacred trees and groves, on the land demised are reserved.

- (c) The formation of labourers' camps shall be subject to the following conditions—
- (i) that the persons living therein remain entirely under the Government and Local Government and that officers of the Government and local government council shall at all times have the right of access to such camps;
 - (ii) that the camp is kept in a thoroughly sanitary state;
 - (iii) that no fees or rental are charged to the persons living therein for their houses.
- (d) When inhabitants are at the date of the lease occupying any part of the land demised, the compensation to be paid to them by the lessee for improvements and disturbance will be assessed by the Commissioner or his authorized agent, as soon as conveniently may be after the date of the lease, and any such inhabitant shall have the option either—
- (i) to vacate immediately the land and receive the compensation assessed, or
 - (ii) to remain on the land until the lessee requires them to vacate or they desire to vacate the land and on vacating the land to receive from the lessee the compensation assessed as aforesaid:

Provided that if the lessee permits persons, whether in occupation of the land at the date of the lease or allowed by the lessee subsequently to occupy any part of the land, to make improvements upon the land after the date of the lease, the lessee shall be liable to pay compensation for such improvements upon requiring the persons to vacate the land.

Form of
agricultural lease.
Form A

6. An agriculture lease may be in the delete Form A in the Schedule.

Building Lease

Term of
building lease

7. No building lease shall be granted for a term exceeding ninety-nine years.

8. The following special covenants on the part of the lessee shall, unless expressly varied or excepted, be implied in every building lease—

implied special
covenants

- (a) within the time stated in the lease to erect and complete on the land demised buildings or other works of the nature and of a value not less than that stated in the lease to the satisfaction of the Controller of Works Services or of such other officer as the Commissioner appoint on that behalf;
- (b) not to use or permit the use of the land demised for any purpose other than that specified in the lease; and
- (c) to clear and keep clear the land demised of stagnant water growth or long grass, rankweeds and bush, and accumulation and deposit of rubbish and unwholesome matter; and to keep the same in all respects in a clean and sanitary condition, and for such purposes to do and execute all such acts and works as the Commissioner or any officer appointed by the Commissioner on that behalf may reasonably require.

9. A building lease may be in the Form B in the Schedule.

Form of building
lease. Form B

Railway Site Lease

10. No railway site lease shall be granted for a term exceeding ninety-nine years.

Term of railway
site lease

11. The following special covenants on the part of the lessee and conditions shall unless expressly varied or excepted, be implied in every railway site lease—

implied
covenants and
conditions

A – Covenants

- (a) Within the time stated in the lease to erect and complete upon the land demised to the satisfaction of the Commissioner (or of any officer appointed by the Commissioner in that behalf) a warehouse together with its appurtenances which shall include a suitable platform of a width of not less than eight feet and built up to truck floor level (or other specified level)

on that side of the land which abuts on the railway siding. The said warehouse and all its appurtenances to be in accordance with specifications and plans including a site (or block) plan showing the exact location proposed for the warehouse and appurtenance on the land demised and also the proposed system of drainage for dealing with surface water all of which must have received the approval in writing of the Chief Engineer of the Railway Corporation (or any other officer appointed by the Commissioner in that behalf) before construction is commenced.

- (b) That he will use and permit the land demised to be used for warehouse or factory purposes which require railway access and facilities and that he will not use or permit the said land or any building erected thereon to be used as a place of residence except for a caretaker or watchman or as a place of business except as described in the first part of this covenant;

Provided always that in such cases where there is no other trading site in possession of the lessee within a distance of two miles the lessee shall be entitled to use the land demised for trading in merchandise subject to the following conditions—

- (i) wines, spirits or beer are not to be sold on retail;
- (ii) kerosene, petrol, dangerous or inflammable goods are not to be stored or sold;
- (iii) access to the store is to be other than over railway lines;
- (iv) the right to use the land demised for trading in merchandise may, without in any way derogating from the right to determine the lease by virtue of any condition therein contained or implied, be withdrawn at any time by notice in writing by the General Manager of the Railway Corporation to the

effect that such trading is contrary to efficient or safe working of the railway in the locality;

- (v) the lessee shall not be entitled to claim compensation for any disturbance or improvements made by him for the purpose of carrying on trading under this proviso.
- (c) At all times during the term of the lease to use the land demised so as to facilitate the discharge and loading of railway-borne goods.
- (d) To clear and keep clear the land demised of stagnant water, growth of long grass, rank weeds and bush, and accumulation and deposit of rubbish and unwholesome matter; and to keep the same in all respects in a clean and sanitary condition, and for such purposes to do and execute all such acts and works as the General Manager of the Railway Corporation or any officer appointed by the Commissioner on that behalf may reasonably require.

B. — Conditions

- (a) If during the term of the lease it shall appear to the Commissioner the land demised or any part thereof is required for any public purpose or if the railway system of dealing with traffic is so altered that in the opinion of the Commissioner it is desirable that land demised be resumed by the Government, the Commissioner may give notice in writing to the lessee of his intention to resume the land, and on the expiration of six months from the date of such notice the lease shall forthwith determine, and the Commissioner shall repay to the lessee the proportion of the annual rent paid in respect of the unexpired portion (if any) of the then current year of the term, and, if the lease is determined before the date on which the rent may be first revised, a proportionate part of the premia (if any) paid for the lease.

- (b) The lessee shall be entitled to be paid the value of any buildings on the land (such value if not agreed upon, to be determined by arbitration), but shall not be entitled to compensation for disturbance for or any claim arising therefrom.

Form of lease
Form C

12. A railway site lease may be in the Form C in the Schedule.

Occupation Lease

Form of non-
European
occupation lease

13. An occupation lease may be granted to a Nigerian for any term or for an indefinite term and to a non-Nigerian for a term not exceeding ninety-nine years.

Purposes for
which the lease
may be granted

14. An occupation lease may be granted for residential, business or farming purposes or all or any of such purposes; provided that such a lease shall not be granted for farming purposes to a non-Nigerian.

Implied
covenants and
conditions

15. The following special covenants on the part of the lessee and conditions shall, unless expressly varied or excepted, be implied in every occupation lease, provided that condition B (a) shall not be implied in a lease to a non-Nigerian –

A.—Covenants

- (a) When the lease is granted for residential or business purposes, the covenants (a) implied in a building lease by virtue of regulation 7.
- (b) Not to use or permit the land demised to be used for any purpose other than that specified in the lease.

B.—Conditions

- (a) Whenever a lease shall be forfeited by reason of any breach the covenants or conditions of the lease, the Commissioner shall cause the unexhausted improvements effected on the land by the lessee to be valued, and shall pay to the lessee the value of such improvements

after deducting any moneys which may be due from the lessee to the Government:

Provided that if the lessee is dissatisfied with the valuation of the improvements the matter shall be referred to an arbitrator to be agreed upon by the Commissioner and the lessee, or in the absence of such agreement, to be appointed by a judge of the High Court. The decision of the arbitrator shall be final, and if the sum awarded by the arbitrator is not more than that offered by the Commissioner lessee shall pay the cost of the arbitration.

- (b) Except as provided by section 16 of the State Lands Law, the Principal Lands Officer shall not during the term of the lease recover possession of the land demised otherwise than by voluntary surrender by the lessee, or by proceedings under a written Law.

16. An occupation lease may be in the Form D in the Schedule.

Form of lease.
Form D

SCHEDULE

FORM A

Agricultural Lease

Reg. 6

This indenture made this.....day of..... between, Governor for and on behalf of the Government of Abia State (who and whose successors in office are hereinafter designated and included in the term "the Governor") of the one part, and..... (who and whose and assigns are hereinafter designated and included in the term "the lessee") of the other part witnesseth that the Governor in pursuance of the powers conferred upon him by the State Lands Law, doth hereby demise unto the lessee all that parcel of land situate at..... more particularly marked and delineated in the plan set out on these presents and coloured..... for the term of Years from the..... day of, 20....., subject to the provisions of the aforesaid Law and to the covenants and customs implied by virtue of the said Law and of the regulations for the time being in force under the said Law to the special covenants and conditions hereinafter contained).

(a) Insert any special covenants not implied by virtue of the Law or regulations

Rent per annum.

Revision periods.....

2. The lessee covenants with the Governor as follows (a) –

(b) Insert any special conditions not implied by virtue of the Law or regulations

3. Provided always that it is hereby agreed as follows (b) –

In witness whereof the parties hereto have set their hands and seals this..... day of, 20.....

Signed, sealed and delivered by the said.....

in the presence of signed, sealed and delivered by the said.....

In the presence of.....

FORM B

Building Lease

1. This indenture made this..... day of between..... Governor, Abia State for and on behalf of the Government of Abia State (who and whose successors in office are hereinafter designated and included in the term "the Governor") of the one part, and..... (who and whose and assigns are hereinafter designated and included in the term "the lessee") of the other part witnesseth that the Governor in pursuance of the powers conferred upon him by the State Lands Law, doth hereby demise unto the lessee all that parcel of land situate at..... more particularly marked and delineated in the plan set out on these presents and coloured for the term of years from the..... day of, 20....., subject to the provision of the aforesaid Law and to the covenant and conditions implied by virtue of the said Law and of the regulations for the time being in force under the said Law (and to the special covenants and conditions hereinafter contained).

Rent..... per month

Revision periods.....

Description and value of buildings to be erected

Time within which such buildings are to be erected

Purposes for which the land demised may be used

2. The lessee covenants with the Governor as follows (a) –

(a) Insert any special covenants not implied by virtue of the Law or regulations

3. Provided always that it is hereby agreed as follows (b) –

(b) Insert any special conditions not implied by virtue of the Law or regulations

In witness whereof the parties hereto have set their hands and seals this..... day of, 20.....

Signed, sealed and delivered by the said.....

in the presence of signed, sealed and delivered by the said.....

In the presence of.....

FORM C

Railway Site Lease

1. This indenture made this..... day of between..... Governor, Abia State for and on behalf of the Government of Abia State (who and whose successors in office are hereinafter designated and included in the term "the Governor") of the one part, and..... (who and whose and assigns are hereinafter designated and included in the term "the lessee") of the other part witnesseth that the Governor in pursuance of the powers conferred upon him by the State Lands Law, doth hereby demise unto the lessee all that parcel of land situate at..... more particularly marked and delineated in the plan set out on these presents and coloured for the term of years from the..... day of, 20....., subject to the provisions of the aforesaid