

IN THE PRIVY COUNCIL

No.25 of 1961

ON APPEAL

FROM THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

- (1) OMAR LABABEDI
- (2) SAID LABABEDI
- (3) BASHIR LABABEDI
(trading under the name
and style of Lababedi &
Company)

Defendants/Appellants

- and -

CHAIRMAN, LAGOS EXECUTIVE
DEVELOPMENT BOARD

Applicant/Respondent

RECORD OF PROCEEDINGS

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
30 MAR 1963
25 RUSSELL SQUARE
LONDON, W.C.1.

68233

Edward Fail, Bradshaw & Waterson,
Royal London House,
16 Finsbury Square,
London, E.C.2.
Solicitors for the Appellants

Hatchett Jones & Co.,
90 Fenchurch Street,
London, E.C.3.
Solicitors for the Respondent.

IN THE PRIVY COUNCILNo.25 of 1961ON APPEALFROM THE FEDERAL SUPREME COURT OF NIGERIAB E T W E E N

(1) OMAR LABABEDI
 (2) SAID LABABEDI
 (3) BASHIR LABABEDI
 (trading under the name
 and style of Lababedi &
 Company)

Defendants/Appellants

- and -

CHAIRMAN, LAGOS EXECUTIVE
 DEVELOPMENT BOARD

Applicant/Respondent

RECORD OF PROCEEDINGSINDEX OF REFERENCE

No.	Description of Document	Date	Page
	<u>IN THE HIGH COURT OF LAGOS</u>		
1.	Originating Summons	13th September 1958	1
2.	Statement of Applicant's case	5th March 1959	2
3.	Defendants' Answer	9th March 1959	4
4.	Judge's Notes of Trial	13th March 1959	5
5.	Judgment	6th April 1959	7
	<u>IN THE FEDERAL SUPREME COURT</u>		
6.	Notice and Grounds of Appeal	27th June 1959	14
7.	Court's Notes of Appeal	5th July 1960	16

No.	Description of Document	Date	Page
8.	Judgment	14th July 1960	20
9.	Order varying lower Court's Judgment	14th July 1960	24
10.	Order granting final leave to Appeal to Her Majesty in Council	7th November 1960	25

E X H I B I T S

Exhibit Mark	Description of Document	Date	Page
"A"	APPLICANT'S EXHIBIT re: <u>17 Victoria Street</u> Land Certificate Title No. LO 1849	12th January 1955	26
	Indenture	24th August 1949	31
	Indenture	19th May 1951	34
	Indenture	22nd November 1954	36
	Indenture	27th August 1956	38
	APPLICANT'S EXHIBIT re: <u>17 Victoria Street</u>		
"A1"	Indenture	3rd June 1955	44
	APPLICANT'S EXHIBIT re: <u>9 Aroloya Street</u>		
"B"	Indenture Title No.L02644	3rd June 1955	47

LIST OF DOCUMENTS TRANSMITTED TO THE
PRIVY COUNCIL AND NOT REPRODUCED

Description of Document	Date
<u>HIGH COURT OF LAGOS</u>	
Application for Originating Summons.	5th September 1958
Order for Directions	4th March 1959
Registrars Statement	- - -
Settlement of Record	13th July 1959
Civil Forms 5 & 6	30th November 1959
<u>FEDERAL SUPREME COURT</u>	
Notice of date of Hearing of Appeal	9th June 1960
Affidavit in Support of Motion for Leave to Appeal	28th July 1960
Notice of Motion	28th July 1960
Order adjourning Hearing of Motion	12th September 1960
Affidavit in Support of Motion	13th September 1960
Affidavit in support of Motion	13th September 1960
Judgment Order giving Conditional leave to Appeal to Her Majesty in Council	13th September 1960
Registrars Order	13th September 1960
Notice of Motion for final leave to Appeal	27th October 1960
Affidavit in support	27th October 1960
Judges Order granting final leave to Appeal to Privy Council	7th November 1960
Registrars Order	7th November 1960
Notice to attend to settle Record	8th November 1960
Record as settled	12th November 1960

IN THE PRIVY COUNCIL

No.25 of 1961

ON APPEAL

FROM THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

CHAIRMAN, LAGOS EXECUTIVE
DEVELOPMENT BOARD

Plaintiff/Appellant

- and -

10

(1) OMAR LABABEDI
(2) SAID LABABEDI
(3) BASHIR LABABEDI
(trading under the name
and style of Lababedi &
Company)

Defendants/Respondents

RECORD OF PROCEEDINGS

No.1

ORIGINATING SUMMONS

IN THE HIGH COURT OF LAGOS

ORIGINATING SUMMONS

No. LD/294/58.

In the
Supreme Court

No.1

Originating
Summons
13th September
1958

20

IN THE MATTER of the Lagos Town Planning Ordinance AND in the matter of the claim(s) of

(1) Omar Lababedi)
(2) Said Lababedi)
(3) Bashir Lababedi) Respondents
(trading under the name)
(and style of Lababedi &)
(Company))

30

And in the matter of an application by the Chairman, Lagos Executive Development Board, Lagos.

Let all parties concerned attend at High

In the
Supreme Court

No.1

Originating
Summons
13th September
1958
continued

Court, Lagos on Monday the 13th day of October, 1958, at 9 o'clock in the forenoon on the hearing of an application on the part of the Chairman of the Lagos Executive Development Board for the determination of the following matters:-

"Whether or not the Respondents herein are entitled to be compensated for the full value of the term granted under and by virtue of (1) Deed of Lease dated 24/8/49 and registered under Title No. LO 1849; (2) Land Certificate No. LO 1849 dated 12/1/55; (3) Deed of Assignment dated 22/11/54; (4) Supplemental Lease No. 329/55/ dated 3/6/55 and (5) Deed of Lease dated 3/6/55 and registered under Title No. 2644.

10

If any person fails to comply with these instructions the court may order him to pay the costs of the proceedings.

Dated the 13th day of September, 1958.

20

(Sgd.) A.R. Dickson,
Judge.

This Summons was taken out by the Chairman, Lagos Executive Development Board, Lagos.

To Lagos Executive Development Board,
Reclamation Road, Lagos.

No.2

Statement of
Applicant's
Case
5th March 1959

No.2

STATEMENT OF APPLICANT'S CASE

IN THE HIGH COURT OF LAGOS

SUIT No. LD/294/58.

30

BETWEEN :

Chairman,
Lagos Executive Development
Board

Applicant

- and -

- 1. Omar Lababedi
 - 2. Said Lababedi
 - 3. Bashir Lababedi
- trading under the name and
style of Lababedi & Company)

Respondents

40

STATEMENT OF APPLICANT'S CASE

1. The Applicant is a statutory corporation under

and by virtue of the Lagos Town Planning Ordinance, Chapter 103, Laws of Nigeria (hereinafter referred to as "the Ordinance").

In the
Supreme Court

No.2

Statement of
Applicant's
Case
5th March 1959
continued

2. The Applicant framed a Scheme known as the Lagos Central Planning Scheme 1951 (hereinafter referred to as "the Scheme") which was on the 18th day of January 1952 published as Order-in-Council No.3 of 1952.

10 3. In pursuance of Clause 2 of the aforesaid Order-in-Council, the Scheme came into operation on the 1st day of October, 1955 by virtue of L.N. 103 of 1955 dated 6th September, 1955.

4. The properties, Nos.9, Aroloya Street and 17, Victoria Street, Lagos, the subject matter of this Originating Summons are situate in Sub-Area 4 of the Scheme and became vested in the Applicant on 1st November, 1956.

20 5. No.9, Aroloya Street Lagos was leased to the Respondents for a term of 70 years from 1st August 1955 under an Indenture dated 3rd June 1955 and registered as No. L02644 at the Lands Registry Lagos.

6. No.17, Victoria Street Lagos;

30 (i) was leased to Hassan Rihawi for a term of 50 years from 15th August, 1949 by an Indenture dated 24th August, 1949 and registered as L01849 at the Lands Registry Lagos. The commencement date was by a supplemental lease dated 19th May 1951 changed to 1st August 1951:

(ii) the aforesaid lease was assigned to the Respondents on the 22nd November, 1954, and

(iii) the Respondents took a supplemental lease under an Indenture No. 329/55 dated 3rd June 1955 for a term of 25 years from 1st July 2001.

40 7. The Applicant will contend at the trial of this suit that having regard to the provisions of the Ordinance and the Scheme the Respondents are NOT entitled to be compensated, if

In the
Supreme Court

compensated at all, for the FULL VALUE of the various terms granted to them under and by virtue of the aforesaid Deeds.

No.2

Dated this 5th day of March, 1959.

Statement of
Applicant's
case
5th March 1959
continued

(Sgd.) ? Soremekun,
APPLICANT'S SOLICITOR.

For Service on the Respondents,
c/o Their Solicitors,
A. Lawson & Co.,
7, Customs Street,
LAGOS.

10

No.3

Defendants'
Answer
9th March 1959

No.3

DEFENDANTS' ANSWER

(TITLE AS NO.2)

RESPONDENTS' ANSWER

1. The Respondents admit paragraphs 1, 2, 3, 4, 5 and 6 of the Statement of Applicant's Case.

2. With reference to paragraph 7, the Respondents will contend that the various terms granted to the Respondents under and by virtue of the Deeds mentioned in paragraphs 5 and 6 of the Statement of Applicant's case having been granted

20

(i) before the scheme came into operation

(ii) before the respective lands became vested in the Applicant by operation of law

(a) that the Grantor's rights to make the said grants were in no way fettered by the scheme.

(b) That the grants were validly made and that the Respondents are entitled to the full value of the grants.

30

Dated this 9th day of March, 1959.

(Sgd.) A.O. Lawson
SOLICITOR FOR THE RESPONDENTS.

No.4

JUDGE'S NOTES OF TRIAL

FRIDAY THE 13TH DAY OF MARCH, 1959,
BEFORE THE HONOURABLE,
MR. JUSTICE COKER,
JUDGE.

In the
Supreme Court

No.4

Judge's Notes
of Trial
13th March
1959

LD/294/58.

Chairman L.E.D.B. vs. Omar Lababedi & Ors.,

Soremekun for Applicant

10 Lawson, A.O. for Respondents.

Soremekun opens his case. Court is to decide whether or not the Respondents are entitled to be paid in full, for the properties acquired. Both parties have agreed on the facts and we only intend to agree on this now.

LAWSON: This is correct. We agreed on the facts.

20 SOREMEKUN: hands over the deeds. I produce the first set of documents relating to No.17, Victoria Street Lagos. Tendered. Admitted and marked Exs. A and A1. I produce the said set of documents relating to property No.9, Aroloya Street; admitted and marked Ex. B.

30 All the documents were executed before the vesting date of the property. The question is whether or not the full compensation should be paid to the claimants. Submits that Sec. 41, Sec.38 and Sec.51 of Lagos Town Planning are relevant. Also refers to Lagos Central Planning Scheme 1951. Refer to paragraph 2 of Statement of Claim which puts date of probation of scheme as the 18/1/52. Clause 2 of the Order-in-Council and Laws of Nigeria 103/1955, the date of coming into operation of the Scheme is 1/10/55. The properties in this case fell within Sub Area 4 of the scheme.

Re- No.9, Aroloya Street documents is Ex. B.
were for 70 years from 1/8/55. Refers to

In the
Supreme Court

No.4

Judge's Notes
of Trial
13th March
1959
continued

Section 41 of Cap.103. Date of notification is 18/1/52. Scheme which is a schedule to order-in-council No. 3/1952. The leases are decided to terminate on the 1/11/55. Then refers to Section 38 of Cap. 103.

Submits that in order to obtain compensation the interest of the claimant must have vested in possession before or at the time of the notification by virtue of Section 38 (1) Refers again to Section 41. No new leases could be created after the notification of the scheme, and if created are not compensable in view of the provisions of Section 38 (1) Nothing in the ordinance precludes the freeholders from dealing with their property, but persons taking a lease must be deemed to have notice of the scheme. The present claimant must be presumed to know about the scheme and so they cannot expect absolute security for their lease.

10

Assuming leasehold interest were valid, Section 51 of Chapter 103 provides for nothing to be taken into consideration. The lease Ex.B is unoperative as against the board. If this court holds that the lease is valid, then I submit that it is only valid for period 1/8/55 to 1/11/55 and in support of this I refer to Section 51 (1)(a) amended by No.30 of 1956. All leases are determined as from 1/11/55.

20

Re No.17, Victoria Street Lagos same argument, but I will add in 1949 when the original lease was made, there was no scheme. Supplemental lease dated 3/6/55 is void because it comes into operation after the vesting of the property in the L.E.D.B.

30

LAWSON replies: Date of notification is 18/1/52; and date of termination of all leases is 1/11/55, under clause 32 of the scheme; clause 32 is subject to the provisions of Section 41 of the ordinance. If lease is for 50 years and is worth £10,000 the determination of the lease would have meant that the lessee would be paid compensation to the time of determination; but the ultimate portion of Section 41, gives him full compensation refers to Section 38(1) as not applicable here, and refers to proviso. Refers to Section 2 of the order in council. No.3 of 1952. If there

40

is a possibility of the scheme never coming into operation, then it is clear that the rights of freeholders to deal with their property cannot be fettered. The operative date is the date of the determination of all leases. Distinguishes between vesting date and date of termination of leases. Freeholders can deal with property until the vesting date. The supplemental lease is valid in law but it is valueless. We are not supporting it.

10

SOREMEKUN refers to Section 38 proviso does not apply here and I submit that the lessee will take notice of the existence of the scheme.

Judgment reserved till 6/4/59.

(Sgd.) G.B.A. Coker,
13/3/59.

In the
Supreme Court

No.4

Judge's Notes
of Trial
13th March
1959
continued

NO.5

No.5

JUDGMENT

Judgment
6th April 1959

IN THE HIGH COURT OF LAGOS

MONDAY THE 6TH DAY OF APRIL, 1959,

BEFORE THE HONOURABLE,

MR. JUSTICE COKER,

JUDGE.

SUIT NO. LD/294/58

Chairman L.E.D.B. ... Applicants

And

Omar Lababedi & Ors. ... Respondents.

J U D G M E N T

The originating summons in this case, taken out by the Lagos Executive Development Board under the provisions of Section 47 of the Lagos Town Planning Ordinance Cap.103, is stated to be

30

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

taken out for the determination of the following matters:-

"Whether or not the Respondents herein are entitled to be compensated for the full value of the term granted under and by virtue of -

- (1) Deed of Lease dated 24/8/49 and registered under Title No. LO 1849;
- (2) Land Certificate NO. LO 1849 dated 12/1/55;
- (3) Deed of Assignment dated 22/11/54;
- (4) Supplemental Lease No.329/55 dated 3/6/55 and
- (5) Deed of Lease dated 3/6/55 and registered under Title No.2644.

10

Pleadings were ordered and filed and as all the questions of facts averred in the Statement of Applicant's case were admitted by the Respondents, no evidence was given at the trial by either side. The points of law involved, which are by no means simple, were therefore argued in extenso.

20

The agreed facts are shortly put as follows. The L.E.D.B. framed a development Scheme which was known as the Lagos Central Planning Scheme 1951 which was on the 1st day of January, 1952 published as Order-in-Council No.3 of 1952. The properties involved in this matter are:-

- (1) No.9, Aroloya Street, Lagos.
- (2) No.17, Victoria Street, Lagos.

and both properties fall within Sub-Area 4 of the Scheme. By the provisions of Section 2 of the Order-in-Council, that is, the Lagos Central Planning Scheme (Approval) Order-in-Council 1952 : the Scheme was approved on the 1st day of January, 1952 and was stated to be coming into operation on a date to be appointed by the Governor-in-Council by Notice in the Gazette. Such a notice was published in the Gazette and it appears as L.N.103 of 1955 dated the 6th September, 1955.

30

By this notice the Governor-in-Council appointed the 1st day of October, 1955 as the date on which the Lagos Central Planning Scheme 1951 shall come into operation. By Clause 33 of the Lagos Central Planning Scheme 1951, the dates of vesting of lands in the various sub-areas of the scheme are stated to be shown in the Third Schedule thereto and so, lands within Sub-area 4 vested in the L.E.D.B. thirteen (13) months after the date of commencement of the scheme i.e. 1st day of November, 1956.

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

10

As I indicated before the two properties concerned are:

(1) No.9, Aroloya Street, Lagos.

(2) No.17, Victoria Street, Lagos.

20

The property No.9, Aroloya Street, Lagos is covered by a Deed of Lease dated the 3rd day of June, 1955. This document vests in the present Respondents a leasehold estate for 70 years commencing from the 15th day of August, 1955. It is expressed to have been granted by the freeholders. The deed was produced and admitted as Exhibit "B". With regards to the property No.17, Victoria Street, two documents were produced as follows:- Land Certificate (leasehold) dated 12th January, 1955 (Exhibit A) and a Supplemental Indenture of Lease dated the 3rd June, 1955 between one Winston Madamidola Johnson and the present Respondents (Ex.A1). The document Ex.A

30

contains five endorsements and four corresponding documents as follows:-

(1) Indenture of Lease dated the 24/8/49 from Winston Madamidola Johnson to one Hassan Rihawi demising the property for a term of 50 years commencing from the 15th day of August, 1949.

40

(2) Supplemental Indenture of Lease dated the 19th May, 1951 between the same parties as in (1), the only effect of which is to alter the date of commencement of the lease described as (1) from the 15th of August, 1949, to the 1st day of August, 1951. This suggests that the Lessor in (1) as well as in (2) is the freeholder.

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

(3) Indenture of Assignment dated the 22/11/54 between Hassan Rihawi and the present Respondents whereby the lease in (1) with the modification in (2) was assigned to the Respondents for the residue unexpired of the term granted to Hassan Rihawi by the lease (1).

(4) supplemental Indenture of Lease dated the 3rd day of June, 1955 between Winston Madamidola Johnson and the present Respondents whereby the property was leased to the Respondents for a further term of 25 years after the expiration of the term granted by the lease (1); i.e. as from the 1st July, 2001. This document was produced and admitted as Exhibit A1.

10

(5) Indenture of Confirmation dated the 27th August, 1956 by one Theophilus Hannibal Johnson and Winston Madamidola Johnson to the present Respondents confirming to the Respondents both the residuary term covered by the Assignment (3) and the further lease of the reversion covered by the Lease (4).

20

I may here mention that the facts of these instruments and their respective effects were also not in dispute.

The clause 32 of the Lagos Central Planning Scheme 1951 provides as follows :-

"All leases and rights of occupancy under any tenancy in respect of any land to be acquired under this scheme shall terminate under Section 41 of the Lagos Town Planning Ordinance Cap.103 one month after the date of commencement of the Scheme appointed by the Governor-in-Council by notice in the Gazette in accordance with Section 22(2) of the same Ordinance."

30

At the same time Section 41 of the Lagos Town Planning Ordinance provides as follows:-

"Where an approved scheme provides for the acquisition of any land by the Board, all leases and all rights of occupancy under any tenancy in respect of such land which

40

are existing at the time of the notification that the Scheme is approved under Section 22 shall be deemed to be terminated, if not previously terminated by agreement, on the expiration of the period appointed in the scheme in that behalf, but without prejudice to any lessees' or occupiers' rights in any compensation payable under Section 38 or 46".

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

10 It is therefore clear that Section 41 terminates all existing leases and rights of occupancy of tenants on the expiration of the period appointed in the connection by the Scheme; and by Clause 32 of the Scheme, the termination takes effect one month after the date of the commencement of the Scheme. In this case therefore the date of termination of the leases and rights of occupancy under any existing tenancy is the 1st day of November, 1955. Now Section
20 41 requires that such leases and/or rights of occupancy shall be in existence at the time of the notification that the scheme is approved i.e. in this case on the 18th day of January, 1952. The effect of this in my view is to restrict the category of persons who can thereafter deal with the land the subject-matter of the Scheme to persons whose interests have vested at any rate in interest, if not also in possession, at the date i.e. the 18th January, 1952.
30 But whereas the interest of a leaseholder ceases and terminates on the 1st day of November, 1955, the interest of a freeholder does not determine until the vesting date of the property in the Lagos Executive Development Board. This is so because Section 41 deals with the termination of leases and rights of occupancy under any existing tenancy. Section 41 is silent as to leases and rights of occupancy under tenancies not in existence until after the 18th January,
40 1952, and so a freeholder may, in theory, at any time before the vesting date of the property in the L.E.D.B. (i.e. in this case the 1st day of November, 1956) demise his property for any time he liked. Such a demise would however be deemed to be terminated on the 1st day of November, 1955, though without prejudice to the rights of the lessees to receive compensation for the acquisition of the property. If such a lease were made after the 1st day of November,

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

1955, it terminates as soon as it is executed. Any assignment of a lease or any underlease by a lessee or a tenant executed after the date of termination (i.e. 1st November, 1955) is void and as Nemo dat quod non habet, the grantee could not claim any compensation in respect thereof. Indeed it appears from the wording of Section 41 of the Lagos Town Planning Ordinance Cap.103 that no lessee who takes an interest after the 18th January, 1952 could transfer his interest for then the interest transferred would not be in existence "at the time of the notification that the scheme is approved."

10

The purpose of the section is to place a legal restriction on the exercise of the rights of ownership and/or possession by owners and/or tenants of lands within the scheme and that the date of notification of approval of the scheme is the effective date of restriction is borne out by the provisions of Sections 20, 27 and 28 of the Lagos Town Planning Ordinance Cap. 103.

20

An assignment executed before the date of termination by a lessee who had an existing interest on the 18th January, 1952, to take effect in possession for a period or term between the date of termination and the vesting date is however valid and entitles the grantee to claim compensation for the period of the lease; such a grantee would at the very worst be entitled on account of his right of occupancy.

30

The lease Exhibit B, being a lease to the Respondents of the property No.9, Aroloya Street Lagos is dated the 3rd day of June, 1955 and is expressed to take effect in possession on the 15th day of August, 1955. The Respondents took a valid lease from the freeholders and their interest had vested both in interest and in possession before the termination of all leases or rights of occupancy. They are therefore entitled to be paid full compensation for the whole of the leasehold interest.

40

With regards to the property No.17, Victoria Street, Lagos the Respondents took an assignment of the leasehold interest on the 22nd November, 1954. The Assignor to the Respondents had a lease himself dated the 24th August, 1949 as

In the
Supreme Court

No.5

Judgment
6th April 1959
continued

amended by an Indenture dated the 19th May, 1951. At the date of notification of approval of the scheme, the interest of the assignor was in existence and the assignment to the Respondents was therefore validly made. The Respondents are therefore entitled to be paid full compensation in respect of the entire leasehold interest assigned to them, just as their assignor would have been entitled to claim compensation in respect of the entire term.

10

The only other instrument left for consideration is the supplemental lease dated the 3rd June, 1955 for a term of 25 years from the 1st day of July, 2001. This document is executed by a freeholder but is expressed to take effect in possession long after the property shall have vested in the L.E.D.B. It is easy to see that the contract is frustrated, but that affects only the possession of the lessees. The supplemental lease Exhibit A1 vested in interest as soon as it was executed, but it would never vest in possession. If there had been no acquisition, the lessees in Exhibit A1 would have been entitled to maintain an action in respect of any infraction of their rights in the reversion as limited owners of such reversion. The position then with regards to the supplemental lease Exhibit A1 is just as if the original lease had been for a period of 75 years instead of 50 years. The Respondents therefore by Exhibit A1 are entitled to be paid compensation for the term of the lease Exhibit A1.

20

30

In the result the Respondents succeed on all the claims and I rule that they are entitled to be paid compensation for the full value of the terms granted under and by virtue of the instruments Exhibits A, A1 and B. I do not think that it is necessary for me to decide on the legal effect of the Indenture of Confirmation dated the 27th August, 1956 as it was expressed to be executed by freeholders before the date of the vesting of the property in the L.E.D.B. It therefore confirms the effectiveness of the other instruments to which I had referred.

40

I have taken into consideration that this matter raises very difficult points of law and construction which are certainly novel, and in these circumstances, I make no order as to costs.

(Sgd.) G.B.A. Coker,
JUDGE.

In the Federal
Supreme Court

No.6

NOTICE AND GROUNDS OF APPEAL

No.6

Notice and
Grounds of
Appeal
27th June 1959.

CIVIL FORM 1.

IN THE FEDERAL SUPREME COURT OF NIGERIA

NOTICE OF APPEAL

RULE 12.

Suit No. LD/294/58.

BETWEEN :

CHAIRMAN, LAGOS EXECUTIVE DEVELOPMENT
BOARD PLAINTIFF/APPELLANT

10

AND

- 1. Omar Lababedi)
- 2. Said Lababedi)
- 3. Bashir Lababedi)
- trading under the)
- name and style of)
- Lababedi & Co.)

DEFENDANTS/
RESPONDENTS.

TAKE NOTICE that the Plaintiff being dis-
satisfied with the decision of the High Court of
Lagos contained in the Judgment delivered on 6th
April 1959 doth hereby appeal to the Federal
Supreme Court upon the grounds set out in para-
graph 3 hereof and will at the hearing of the
Appeal seek the relief set out in paragraph 4
hereof.

20

AND the Appellant further states that the
name and address of the persons directly affect-
ed by the Appeal are set out in paragraph 5
hereof.

2. Part of Decision of the Lower Court complained of:

In the Federal Supreme Court

Whole Decision

No.6

3. Grounds of Appeal:

Notice and Grounds of Appeal
27th June 1959.
continued

10

(a) The learned trial judge misdirected himself when he held, in effect, that in spite of the provisions of Section 41 of the Lagos Town Planning Ordinance Cap.103 Laws of Nigeria, and the Lagos Central Planning Scheme 1951 the Respondents are entitled to be paid compensation for the full terms of their leases.

20

(b) The Learned trial Judge misdirected himself in holding that in spite of the Notice of Publication of the Lagos Central Planning 1951 the Respondents are entitled to be compensated for the full terms of their leases.

(c) The judgment is unreasonable, unwarranted and cannot be supported having regard to the evidence.

4. The Relief sought:

That the decision of the Court below be set aside and judgment be given in favour of the Appellant.

5. Persons directly affected by the appeal:

30

1. Omar Lababedi)
2. Said Lababedi) c/o Their
3. Bashir Lababedi) Solicitors,
trading under the) Messrs. A.
name and style of) Lawson & Co.,
Lababedi & Co.) 17, Customs
Street, LAGOS.

DATED this 27th day of June, 1959

(Sgd.) W. Soremekun,
PLAINTIFF/APPELLANT'S SOLICITOR,
Reclamation Road,
Lagos.

40

In the Federal
Supreme Court

No.7

COURT'S NOTES OF APPEAL

No.7

Court's Notes
of Appeal
5th July 1960

IN THE FEDERAL SUPREME COURT OF NIGERIA

HOLDEN AT LAGOS

TUESDAY THE 5TH DAY OF JULY, 1960

BEFORE THEIR LORDSHIPS

MYLES JOHN ABBOTT

FEDERAL JUSTICE

PERCIVAL CYRIL HUBBARD

AG. FEDERAL JUSTICE

JOHN IDOWU CONRAD TAYLOR

AG. FEDERAL JUSTICE

FSC.392/1959.

10

Chairman, L.E.D.B.

Appellant.

v.

Omar Lababedi & Ors.
(trading as Lababedi & Co.)

Respondents.

Appeal from High Court, Lagos.

D. O. Soremekun for Appellant.

A. O. Lawson for Respondents.

Soremekun:

Final decision of Board was that only a nominal amount and not full value of leases would be paid. This decision was communicated to Respondents.

20

Court: What do you mean by : the full value of this term.

Soremekun: I should have written in the Summons "to receive full compensation for the unexpired portion of the term, at the date of the vesting of the property in the Lagos Executive Development Board," instead of "to be compensated for

the full value of the term." I ask to amend in this sense.

In the Federal Supreme Court

Lawson: No objection.

No.7

Order: Summons amended accordingly.

Court's Notes of Appeal 5th July 1960 continued

(Sgd.) M.J.Abbott, F.J.

Soremekun: I abandon ground (c)

Ground (a), (b)

Refers to Statement of Appellant's case at p.2.

10 1952 Laws p. B.23 - Order in Council notifying approval of the scheme clause 32 of the Scheme p. B.33.

Scheme came into operation on 1.10.55. See L.N. 103/55 at p.B.241 of 1955 Laws.

Third Schedule to Scheme p.B.37 of 1952 Laws.

Property here concerned are in sub-area 4, vesting on 1.11.56.

Important dates:-

Publication of Scheme - 18.1.52

Commencement - - 1.10.55

20 S.41 of Cap.103 & Clause 32 of scheme apply only to leases in existence on 18.1.52.

9 Aroloya Street - lease dated 3.6.55 for 70 years beginning on 15.8.55. Trial Judge wrong to give full compensation for this because lease not in existence on 18.1.52.

30 Clause 32, in spite of its reference to S.42, terminates all leases whenever created. Reference to S.41 is to allow for payment of compensation in respect of lease, existing on 18.1.52

Lease of 9, Aroloya Street terminated on 1.11.55.

Lessee on rating lease of No.9, Aroloya Street

In the Federal
Supreme Court

No.7

Court's Notes
of Appeal
5th July 1960
continued

must be deemed to have had notice of possession of Scheme.

Therefore leases created after 18.1.52 are purely speculative, because all leases would terminate one month after commencement of scheme. Value of lease of 9, Aroloya St., is value of lessee's interest from date of creation of lease to 1.11.55.- date of termination, 17 Victoria Street.

Original lease 21.8.49 for 50 years from 15.8.49.

Date of commencement later altered to 1.8.51. 10

Assignment to Respondents 22.11.54.

Supplemental lease for 25 years from 1.7.2001 dated 3.6.55. I concede I must pay full value of lessee's interest in original term of 50 years.

As supplemental lease not in existence on 18.1.52 so I do not pay full value in respect of the extra 25 years term.

17 Victoria Street became vested in Board on 1.11.56. So Supplemental lease could never take effect so we pay nothing for that. 20

Lawson:

9, Aroloya Street - determination of any lease on 1.11.55 is without prejudice to right to compensation if lease created after 18.1.52, then lessee entitled to full compensation I concede all leases terminated on 1.11.55. If lease in existence on 18.1.52 it terminates under S.41. S.41 silent on leases created after 18.1.52.

Freeholder can lease after 18.1.52 carving out an interest out of his freeholder. Such a lease terminates on 1.11.55 by virtue of Clause 32 of the Scheme. Reference in Clause 32 to S.41 does not limit effect of Clause 32. 30

If Sub-lease created by lessee after 18.1.52, it terminates on 1.11.55 under Clause 32.

Once all leases terminate no lessee can exercise rights of assignment or sub-letting.

After 1.11.55 Freeholder may still grant a lease but it will terminate as soon as it is executed. But rights of freeholder do not terminate until 1.11.56.

In the Federal
Supreme Court

No.7

Freeholder who has leased after 18.1.52 and before 1.11.55 is entitled to value of freehold less value of interest carved out by lease.

Court's Notes
of Appeal
5th July 1960
continued

P.13 1.23

S.28(2)

10 S.41

S.42

A member of the public cannot be deprived of his right in land without compensation.

Freeholder of 9, Aroloya Street has carved out interest in favour of Respondents who ought to receive full compensation for it.

Freeholder owns the property until 1.11.55 so he can do what he likes with it until then.

20 He can even create a lease after 1.11.55 which terminates as soon as it is executed and lessee can have compensation.

P.15.

Board cannot take anything from a lessee without paying for it. I don't press claim in regard to supplemental lease.

Soremekun in reply.

30 Any lessee taking a lease after 18.1.52 is bound by doctrines of "caveat emptor". He is taking a risk. So far as legislation must expressly take away rights. I say that lessees are the people who are really concerned in this legislation. Legislation should be interpreted so as not to stultify scheme.

C. A. V.

(Sgd.) M. J. Abbott.

F.J.

In the Federal
Supreme Court

No. 8

J U D G M E N T

No.8

IN THE FEDERAL SUPREME COURT OF NIGERIA

Judgment
14th July 1960

HOLDEN AT LAGOS

ON THURSDAY THE 14TH DAY OF JULY, 1960

BEFORE THEIR LORDSHIPS

MYLES JOHN ABBOTT

FEDERAL JUSTICE

PERCIVAL CYRIL HUBBARD

ACTING FEDERAL JUSTICE

JOHN IDOWU CONRAD TAYLOR

ACTING FEDERAL JUSTICE

F.S.C. 392/1959.

10

BETWEEN:

Chairman L.E.D.B.

Applicant/Appellant

And

Omar Lababedi & 2 Ors.)
trading under the name)
and style of Lababedi)
& Co.)

Defendants/Respondents

J U D G M E N T

HUBBARD, AG.F.J.: This is an appeal by the Chair-
man of the Lagos Executive Development Board
against an order made upon an originating
summons by the High Court of Lagos. The sum-
mons, as amended and explained in this Court
by Mr. Soremekun, who appeared for the Appell-
ant, raised for determination the question
whether the Respondents are entitled to re-
ceive full compensation for the remainder of
their leasehold terms after their compulsory
termination under the provisions of the Lagos
Town Planning Ordinance.

20

30

The two properties in question are 9,
Aroloya Street, which was the subject of a

lease dated 3rd June, 1955, for seventy years to commence on 15th August, 1955, and 17, Victoria Street, which was the subject of a lease dated 24th August, 1949, for fifty years to run from 15th August, 1949, which date was subsequently changed by a document dated 19th May, 1951, to 1st August 1951. The lease of 17, Victoria Street, was assigned to the Respondents on 22nd November, 1954. By a supplemental lease dated 3rd June, 1955, the Respondents were granted a further term of twenty-five years in respect of 17, Victoria Street, to run from the expiry of the fifty years lease.

In the Federal
Supreme Court

No.8

Judgment
14th July 1960
continued

The effect of Section 41 of the Lagos Town Planning Ordinance (to which I shall now refer as the Ordinance) and of clause 32 of the schedule to the Lagos Central Planning Scheme (Approved) Order in Council, 1952 (the schedule being hereafter referred to as the Scheme) is that all leases in existence on 18th January, 1952, the date of notification of approval of the scheme, were terminated on 1st November, 1955, one month after the Schedule came into force (see L. N.103 of 1955). Mr. Soremekun contended that all leases, whenever created, terminated under the provisions of clause 32 of the scheme. With respect, I do not think this is so, since clause 32 expressly refers to Section 41 of the Ordinance, which applies only to leases in existence on 18th January, 1952. It is clear, as Mr. Lawson for the Respondents, contended, that landlords retained the right of leasing their property, although certain other restrictions were placed on their use of the land (see section 27), until the property vested in the Board under provisions of Section 42 of the Ordinance. This Section, as does also Section 41, safeguards the compensation rights of lessees. All leases existing on 18th January, 1952, having been terminated under Section 41, it is clear that the safeguard for lessees contained in Section 42 (1) can only apply to leases created after 18th January, 1952. The vesting date was 1st November, 1956 (see clause 33 of the Scheme and the third schedule to the Scheme,

10

20

30

40

In the Federal
Supreme Court

No.8

Judgment
14th July 1960
continued

both properties being in sub-area 4). I am of opinion that leases granted after 18th January, 1952, were terminated on 1st November, 1956, by virtue of the provision of Section 42(1) of the Ordinance that the land should vest in the Board free from incumbrances.

As regards the first lease of 17, Victoria Street, there is no dispute. It was entered into and vested in possession in the Respondents before 18th January, 1952, and Mr. Soremekun admits that the Respondents are entitled to full compensation for its compulsory determination on 1st November, 1955. 10

As regards the supplementary lease of 17, Victoria Street, for a further twenty-five years, Mr. Lawson stated that since this would make very little difference to the amount of the compensation, he was not pressing this claim, and I would, therefore, hold that the Respondents are not entitled to full compensation in respect of the supplementary lease. I must emphasize that the only question before this Court is whether or not the Respondents are entitled to full compensation. What proportion of the full compensation they are entitled to, if they are entitled to less than full compensation, is not a question on which a determination has been prayed. 20

Finally, as to 9, Aroloya Street. This lease was made some three years after the notification of the approval of the Scheme, including the terms of the Scheme itself, had been published in the Gazette. In view, all interested persons must be deemed to have had notice that the Scheme affected the property in which they had or proposed to acquire an interest. It is true that between 18th January, 1952, and 29th September, 1955, when legal notice 103/55 announcing the date of coming into force of the scheme was published, there was uncertainty when the Scheme would come into force, and indeed, in theory, uncertainty whether it would come into force at all. Further, there is no doubt, I think, that until the date of the vesting order, a date 30 40

unknown at the time when the lease of 9, Aroloya Street, was made, the freeholder was entitled to grant a lease of the property. Nevertheless, the lessees, (as indeed, also the lessor) must be deemed to have acted with full knowledge that their interest was liable to be compulsorily terminated within a few years, and if, in those circumstances, they chose to enter into a lease for seventy years, I do not think they can, on the balance of equities between the parties, claim full compensation for its termination.

10

In the result, therefore, I would hold that the Respondents are entitled to full compensation in respect of the remainder of their leasehold interest in 17, Victoria Street, under the deed of lease dated 24th August, 1949, taken together with the supplementary lease dated 19th May, 1951. I would hold further that the Respondents are not entitled to full compensation either in respect of the lease of 17, Victoria Street, for a further twenty-five years dated 3rd June, 1955, nor in respect of the lease of 9, Aroloya Street, dated 3rd June, 1955. I would make no order as to costs.

20

(Sgd.) Percy C. Hubbard.

ACTING FEDERAL JUSTICE.

I concur

(Sgd.) M. J. Abbott.

FEDERAL JUSTICE.

I concur

(Sgd.) J.I.C.Taylor.

ACTING FEDERAL JUSTICE.

30

Mr. D.O.O.Soremekun for the Appellant.

Mr. A.O.Lawson for the Respondents.

In the Federal
Supreme Court

No.8

Judgment
14th July 1960
continued

In the Federal
Supreme Court

No.9

ORDER VARYING LOWER COURT'S JUDGMENT

No.9

Order varying
lower Court's
Judgment
14th July 1960

IN THE FEDERAL SUPREME COURT OF NIGERIA

HOLDEN AT LAGOS

THURSDAY THE 14TH DAY OF JULY, 1960

BEFORE THEIR LORDSHIPS

MYLES JOHN ABBOTT	FEDERAL JUSTICE
PERCIVAL CYRIL HUBBARD	AG. FEDERAL JUSTICE
JOHN IDOWU CONRAD TAYLOR	AG. FEDERAL JUSTICE

F.S.C. 392/1959. 10

Chairman, L.E.D.B. ... Appellant

v.

Omar Lababedi & Ors. Respondent.

Judgment read by Hubbard Ag.F.J.

Order:

The judgment of the Court below is varied and the appeal is allowed to the extent which follows, but to that extent; The Respondents are entitled to full compensation in respect of the remainder of their leasehold interest in 17, Victoria Street under the deed of Lease dated 24th August, 1949 taken together with the supplementary Lease dated 19th May, 1951. The Respondents are not entitled to full compensation either in respect of the lease of 17, Victoria Street, nor in respect of the lease of 9, Aroloya Street, dated 3rd June, 1955. There will be no order as to costs.

20

(Sgd.) M. J. Abbott

FEDERAL JUSTICE
14.7.60.

30

NO.10

In the Federal
Supreme Court

ORDER GRANTING FINAL LEAVE TO APPEAL
TO HER MAJESTY IN COUNCIL

No.10

IN THE FEDERAL SUPREME COURT OF NIGERIA

Order granting
Final Leave to
Appeal to Her
Majesty in
Council
7th November
1960

HOLDEN AT LAGOS

Suit No:LD/294/58
F.S.C.392/1959.

Application for an Order for
Final Leave to Appeal to Privy
Council.

10

BETWEEN:

Omar Lababedi & Ors.
(Trading under the
name and style of
Lababedi & Co.)

APPLICANT

and

Chairman L.E.D.B.

RESPONDENT.

(Sgd.) A. Ade. Ademola
CHIEF JUSTICE OF THE
FEDERATION.

20

Monday the 7th day of November, 1960.

UPON READING the Application herein and the
Affidavit of the Applicant sworn to on 27th day
of October, 1960, and after hearing Mr. A.O.
Lawson of Counsel for the Applicant and Mr.D.O.
O. Soremekum of Counsel for the Respondent:

IT IS ORDERED that final leave to appeal be
granted.

(Sgd.) G. S. Sowemimo

CHIEF REGISTRAR.

30

Exhibits

Applicant's
Exhibit "A"
Land
Certificate
17, Victoria
Street, Lagos
12th January
1955.

E X H I B I T S"A" LAND CERTIFICATE

LAND	DISTRICT
<u>REGISTRY</u>	<u>FAJI</u>
REGISTRATION	TITLE NO.
OF	<u>LO1849.</u>
TITLES	
ORDINANCE	
1935.	

L A N D C E R T I F I C A T E

10

This is to certify that the annexed lease dated the 24th day of August, 19 , is registered in the Land Registry at Lagos under title No.LO1849.

Copies of the subsisting entries in the register are within.

Dated this 12th day of January, 1955.

NIGERIA LAND REGISTRY.

N O T I C E

(1) Section 56 of the Registration of Titles Ordinance 1935, requires this Certificate to be produced to the Registrar on every Entry in the Register of a Disposition by the Registered Proprietor of the Land and on every Registered Transmission.

20

(2) No endorsement note, notice or entry made hereon other than those officially made at the Land Registry shall have any operation.

This Land Certificate was examined and (where necessary) made to correspond with the register on the following dates:-

Exhibits

Applicant's Exhibit "A"
Land Certificate
17, Victoria Street, Lagos.
12th January 1955
continued

DATE	OFFICE STAMP	DATE	OFFICE STAMP
22, Sep. 1958	LAND REGISTRY NIGERIA		

N O T I C E

This Land Certificate may be sent at any time to the Land Registry to be officially examined and (where necessary) made to correspond with the register.

Exhibits

Applicant's
Exhibit "A"
Land
Certificate
17, Victoria
Street, Lagos.
12th January
1955
continued

X

LAND REGISTRY

FILED PLAN OF SECTION NO.2 FAJI

L A G O S.

REFERENCE:

CONCRETE & BRICK BUILDINGS

OTHER BUILDINGS

LAND	REGISTRY	<u>Exhibits</u>
GP Lagos 504/353/1,000	Title No.L01849	Applicant's Exhibit "A" Land Certificate 17, Victoria Street, Lagos. 12th January 1955 continued
No. A. Property Register	LESSOR'S TITLE registered under L00732.	
<u>1. DISTRICT</u>	<u>LOCALITY</u>	
FAJI.	LAGOS.	

The land shown and numbered on the Land Registry General Map as below:-

10	<u>SHORT DESCRIPTION</u>	<u>LAGOS SHEET</u>	<u>SECTION</u>	<u>PARCEL No.</u>
	17, Victoria Street, Lagos.	8	2	2

NOTE:- Registered without precise survey. Subject to subsequent survey at discretion of Registrar under Section 65 (2).

20 SHORT PARTICULARS OF LEASE OR SUB-LEASE UNDER WHICH LAND IS HELD.

DATE: 24th August, 1949.

PARTIES: Winston Madamidola Johnson and Hassan Rihawi.

TERM: 50 years from 15th August, 1949.

RENT: £350:0:0 per annum payable yearly in advance for the first 3 years and thereafter half yearly in advance.

PREMIUM: £700:0:0 representing 2 years rent paid in advance.

30 2. 25th June 1951. Supplemental Lease dated

Exhibits
 Applicant's
 Exhibit "A"
 Land
 Certificate
 17, Victoria
 Street, Lagos.
 12th January
 1955
 continued

- 19th May, 1951 in favour of Hassan Rihawi for a term of 50 years from 1st August, 1951 and not as from the 15th August, 1949 with the same conditions and provisions as are contained in the above-recited lease, and that the rent for the first two years shall be deemed paid on the execution of the supplemental lease (Certified copy filed).
-
3. 21st December, 1954. By a deed of assignment dated 22nd November, 1954 and in consideration of the sum of £700 Hassan Rihawi hereby assigns to Omar Lababedi, Said Lababedi and Bashir Lababedi all his claim right and interest in the residue of the unexpired term of the above lease. (Copy Assignment filed). 10
-
4. 7th June, 1955. By Supplemental Lease dated 3rd June, 1955 in favour of Omar Lababedi, Said Lababedi and Bashir Lababedi trading in the name and style of Lababedi and Company of 18, Obun Eko Street, Lagos, the Lessor demised the said premises to the Lessees for a further term of 25 years from 1st July, 2001 paying yearly rent of £350 in advance free from any deduction. 20
-
5. 22nd September, 1956. By Deed of Confirmation of Leases and Assignment dated 27th August, 1956 made between Theophilus Hannibal Johnson, Winston Madamidola Johnson as 'the Confirmors' Winston Madamidola Johnson as "the Lessor" And Omar Lababedi, Said Lababedi and Bashir Lababedi trading in the name and style of Lababedi and Company as "the Lessees", the Confirmors and the Lessor hereby demise and confirm unto the Lessees the said premises for all the residue now unexpired of the terms of Fifty (50) years and Twenty five (25) years respectively created by Lease and Supplemental Lease. (Copy filed). 30

B. Proprietorship Register:-

Remarks

-
1. 21st January, 1950. TITLE:- Leasehold 40
-
2. 21st December, 1954. Proprietors:- Omar Lababedi, Said Lababedi and Bashir Lababedi trading under the name and style of Lababedi and Company of No.18, Obun Eko Street, Lagos, Nigeria. Copy Lease filed. Registered on 12th January, 1955.
-

"A" INDENTUREExhibits

THIS INDENTURE made the 24th day of August, 1949 BETWEEN WINSTON MADAMIDOLA JOHNSON of No.53A, Lawson Street Lagos, Colony of Nigeria (hereinafter called "the Lessor" which expression where the context so admits shall include his heirs executors, administrators or personal representatives and assigns of the one part and HASSAN RIHAWI of No.88, Broad Street, Lagos aforesaid (hereinafter called "the Lessee" which expression where the context so admits shall include his heirs executors, administrators and assigns) of the other part.

Applicant's
Exhibit "A"
Indenture
24th August
1949

1. The Lessor do hereby demise UNTO the Lessee ALL THAT PIECE or parcel of land TOGETHER with the buildings thereon situate at and known as No.17 Victoria Street, Lagos aforesaid which with its dimension and abuttals is described and more particularly delineated on the plan drawn at the foot of these presents and thereon EDGED PINK to hold the same UNTO the Lessee for a term of FIFTY (50) YEARS commencing from the 15th day of August, 1949 yielding therefor during the said term the yearly rent of THREE HUNDRED AND FIFTY POUNDS sterling (350) payable on or before the execution of these presents as to the first Two Years in advance to the Lessor, the third year in advance to the Lessor and afterwards by half yearly payment in advance.

2. The Lessee for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created covenants with the Lessor as follows:

(a) TO PAY the reserved rent at the time and in the manner aforesaid.

(b) TO BEAR pay and discharge all existing and future rates taxes assessments duties imposition and outgoings whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof

(c) TO KEEP the exterior and interior of the demised buildings and the buildings to be erected and all other erections which may at any time during the said term be erected on the demised premises and all additions thereto and the yard garden walls fences drains and appurtenances thereof in good and substantial repair and

Exhibits
 Applicant's
 Exhibit "A"
 Indenture
 24th August
 1949
 continued

condition AND at the expiration or sooner determination of the term hereby granted yield up the said premises in good condition and complete repair.

(d) TO PERMIT the Lessor his agents and workmen twice a year at reasonable hours to enter upon the premises to inspect the same.

3. The Lessor doth hereby covenant with the Lessee as follows :-

(a) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him. 10

(b) The Lessee shall be at liberty during the continuance of the presents but not without the consent in writing of the Lessor and which consent the Lessor shall not unreasonably withhold to assign underlet or otherwise part with the possession of any part or the whole of the demised premises 20

(c) The Lessee shall have the right to make reasonable alterations on the premises but not before submitting a plan approved by the Authorities and by consent in writing of the Lessor

4. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS

(a) If the rent hereby reserved of any part thereof shall be unpaid for TWENTY ONE DAYS after becoming payable whether formerly demanded or not or if any covenant on the Lessee's part herein contained shall not be performed or observed or the Lessee shall become bankrupt or enter into composition with their Creditors or if execution shall be levied on the Lessee's interest then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the 30 40

Lessor in respect of any breach of the Lessee's covenants herein contained.

Exhibits

Applicant's
Exhibit "A"
Indenture
24th August
1949
continued

10 (b) ANY NOTICE requiring to be served here-
under shall be sufficiently served on the Lessee
if left addressed to him on the demised premises
or forwarded to him by post or left at his last
known address in Lagos aforesaid and shall be
sufficiently served on the Lessor if delivered
to him or forwarded to him by post or left at
his last known address in Lagos aforesaid.

IN WITNESS WHEREOF the parties hereto have
hereunto set their hands and seals the day and
year first above written.

(Sgd.) W.M.Johnson (L.S.)

SIGNED SEALED AND DELIVERED by)
the within-named Winston Madam-)
idola Johnson in the presence)
of:)

20 (Sgd.) Olu. Dada,
15, Pedro Street,
Lagos, Pensioner.

SIGNED SEALED AND DELIVERED by)
the within-named Hassan Rihawi) (Sgd.) H.
in the presence of:-) Rihawi (L.S.)

(Sgd.) Olu. Dada,
15, Pedro Street,
Lagos, Pensioner.

30 THE WITHIN INSTRUMENT IS IN THE OPINION
OF THE COMMISSIONERS OF STAMP DUTIES
CHARGEABLE WITH A DUTY OF FOURTEEN POUNDS
(£14) AND THE DUTY THEREON HAS BEEN
ASSESSED ACCORDINGLY AND DULY STAMPED

(Sgd.) E. Harding
Commissioner of Stamp Duties

Exhibits

Applicant's
Exhibit "A"
Indenture
24th August
1949
continued

NIGERIA FIVE POUNDS STAMP DUTIES	NIGERIA FIVE POUNDS STAMP DUTIES	NIGERIA ONE POUND STAMP DUTIES
--	--	--------------------------------------

NIGERIA ONE POUND STAMP DUTIES	NIGERIA ONE POUND STAMP DUTIES	NIGERIA ONE POUND STAMP DUTIES
--------------------------------------	--------------------------------------	--------------------------------------

CERTIFIED TRUE COPY
(Sgd.) J. J. Hunter,
DEPUTY REGISTRAR.

CERTIFIED TRUE COPY, 10
REGISTRAR

21 January, 1950
NIGERIA LAND REGISTRY,
NO. L01849
LEASEHOLD TITLE
REGISTERED.

"A" INDENTURE

Indenture
19th May 1951

THIS INDENTURE made the 19th day of May 1951
BETWEEN WINSTON MADAMIDOLA JOHNSON of 53A Lawson
Street Lagos in the Colony of Nigeria (herein-
after called 'the Lessor') of the one part AND
HASSAN RIHAWI of 88 Broad Street Lagos afore-
said (hereinafter called 'the Lessee') of the
other part:

20

WITNESSETH as follows :-

1. These presents are SUPPLEMENTAL to the
Lease made between the Lessor of the one part
and the Lessee of the other part bearing date
the 24th day of August 1949 and registered under
Title No. L01849 in the Land Registry at Lagos
aforesaid.

30

2. The Lessor hereby agrees with the Lessee

that the above-recited Lease shall become operative as from the 1st day of August, 1951 and that the said term of Fifty (50) years thereby created shall accordingly commence as from the 1st day of August 1951 and not as from the 15th day of August, 1949 and that the rent for the first two years shall be deemed payable on the execution of these presents.

Exhibits

Applicant's
Exhibit "A"
Indenture
19th May 1951
continued

10 3. There shall be substituted for the words "15th day of August, 1949" in Clause 1 of the said Lease the words "1st day of August, 1951".

4. The said Lease shall continue in full force and effect save as modified by the provisions of these presents.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

(Sgd.) W.M.Johnson L.S.

(Sgd.) H. Rihawi L.S.

20 SIGNED SEALED AND DELIVERED by)
the above-named Lessor and)
Lessee, Winston Madamidola John-)
son and Hassan Rihawi, in the)
presence of)

(Sgd.) BOLA EMIABATA
14, Banjoke Street,
Lagos, Nigeria.

30 The within instrument is in the opinion of the Commissioners of Stamp Duties chargeable with a duty of One pound (£1) and the duty thereon has been assessed accordingly.

21/5/51 (Sgd.) E. Harding
COMMISSIONER OF STAMP DUTIES.

Nigeria One pound Stamp Duties. /6/51.

253/51
25 January, 1951
L00732.

Exhibits"A" INDENTURE

Applicant's
Exhibit "A"
Indenture
22nd November
1954

THIS INDENTURE made the 22nd day of November One thousand nine hundred and fifty-four BETWEEN HASSAN RIHAWI of 46, Docemo Street Lagos in the Colony of Nigeria Merchant (hereinafter called 'the Vendor' which expression shall wherever the context so admits include his heirs legal personal representatives and assigns) of the one part AND (1) OMAR LABABEDI (2) SAID LABABEDI and (3) BASHIR LABABEDI trading in the name and style of Lababedi and Company of 18 Obun Eko Street Lagos aforesaid Merchants (hereinafter called 'the Purchasers' which expression shall wherever the context so admits shall include their respective heirs legal personal representatives and assigns) of the other part WHEREAS under and by virtue of Land Certificate No.L01849 bearing date the 3rd day of May 1950 ALL THAT piece or parcel of land situate at and known as No.17 Victoria Street Lagos aforesaid was demised by Winston Madamidola Johnson unto the Vendor for the term of Fifty (50) years from the 1st day of August 1951 subject to the payment of the rent thereby reserved and to the covenants agreements and conditions therein contained AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to purchase the said property hereby assigned for the residue of the said term created as aforesaid at or for the sum of Seven hundred pounds (£700) sterling subject to the payment of the rent reserved by the above-recited lease and the performance and observance of the covenants agreements and conditions therein contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said premises and in consideration of the said sum of £700 purchase money paid by the Purchasers to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby acknowledges) the Vendor as BENEFICIAL OWNER hereby assigns unto the Purchasers their heirs and assigns ALL the premises comprised in the above-recited Land Certificate No.L01849 dated the 3rd day of May 1950 TO HOLD the same UNTO the Purchasers for all the residue now unexpired of the said term of Fifty (50) years created by the above-recited Lease subject to the payment of the rent thereby reserved and the performance and observance of the covenants

10

20

30

40

agreements and conditions therein contained so far as the same affect the premises hereby assigns and are subsisting and ought to be performed and observed by the Purchasers AND the Purchasers hereby covenant with the Vendor that the Purchasers will henceforth during the continuance of the said term pay the rent thereby reserved and will at all times keep the Vendor effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the covenants agreements and conditions or any of them contained in the said Lease as far as the same affect the premises hereby assigned and are subsisting and ought to be performed and observed by the Purchasers.

10

20

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

(Sgd.) H. RIHAWI (L.S.)
 LABABEDI & CO.,
 (Sgd.) B. LABABEDI (L.S.)

SIGNED SEALED AND DELIVERED by)
 the above-named Vendor, and the)
 Purchasers Hassan Rihawi and)
 Messrs.Lababedi and Company, in)
 the presence of)

30

(Sgd.) Bola Emiabata
 3, Moloney Street,
 Ebute Metta,
 Law Clerk.

I HEREBY GIVE MY CONSENT TO THE TRANSACTION HEREIN CONTAINED AND APPROVE OF SAME.

DATED THE 22ND DAY OF NOVEMBER, 1954.

(Sgd.) W.M. Johnson
 LESSOR.

The within instrument is in the opinion of the

Exhibits

Applicant's
 Exhibit "A"
 Indenture
 22nd November
 1954
 continued

Exhibits
 Applicant's
 Exhibit "A"
 Indenture
 22nd November
 1954
 continued

Commissioners of Stamp Duties chargeable with a duty of Seven pounds (£7) and the duty thereon has been assessed accordingly.

24/11/54. (Sgd.) E. Harding.
 Commissioner of Stamp duties.

22525. NIGERIA FIVE POUNDS STAMP DUTY. 11/12/54.
 NIGERIA ONE POUND STAMP DUTY. 11/12/54.
 NIGERIA ONE POUND STAMP DUTY. 11/12/54.

D25483

24th November, 1954.

10

CERTIFIED TRUE COPY
 (Sgd.) J.J.Hunter,
 DEPUTY REGISTRAR.

859/54

Land Registry,
 21st December, 1954.

Received

NIGERIA LAND REGISTRY,
 NO. 859/54.

LEASEHOLD TITLE.
 REGISTERED under
 L01849.

20

"A" INDENTURE

Indenture
 27th August
 1956

THIS INDENTURE made the 27th day of August One thousand nine hundred and fifty-six BETWEEN THEOPHILUS HANNIBAL JOHNSON of 53A Lawson Street Lagos the Federal Capital of Nigeria as one of the Executors and Trustees of the will of Beatrice Cynthea Peggy Johnson (Deceased) and WINSTON MADAMIDOLA JOHNSON of 53A Lawson Street Lagos aforesaid as one of the Executors and Trustees of the Will of Beatrice Cynthea Peggy Johnson (Deceased) and Lilian Daniel (Deceased) and the legal guardian of his infant daughter Duro-Oriake Apeke Johnson (hereinafter called 'the Confirmors' which expression shall where the context so admits

30

include their respective heirs legal personal representatives and assigns) of the first part WINSTON MADAMIDOLA JOHNSON of 53A Lawson Street Lagos aforesaid (hereinafter called 'the Lessor' which expression shall where the context so admits include his heirs legal personal representatives and assigns) of the second part AND (1) OMAR LABABEDI (2) SAID LABABEDI and (3) BASHIR LABABEDI trading in the name and style of LABABEDI AND COMPANY of 18 Obun Eko Street Lagos aforesaid Merchants (hereinafter called 'the Lessees' which expression shall where the context so admits include their respective heirs legal personal representatives and assigns) of the third part

Exhibits

Applicant's
Exhibit "A"
Indenture
27th August
1956
continued

10

W H E R E A S

20

30

(1) Beatrice Cynthea Peggy Johnson late of 17, Victoria Street Lagos aforesaid by her last Will and Testament dated the 4th day of April 1944 devised (inter alia) all the residue of her real estate not specifically disposed of (including her half share in the property situate at and known as No.17, Victoria Street Lagos aforesaid) "to my son, Winston Madamidola Johnson for his lifetime, and, after his death, to his children as tenants-in-common provided that my said son shall pay regularly to my husband, Theophilus Hannibal Johnson, for his lifetime and of the rents accruing from the whole of any of my said real property and as a first charge thereon a monthly allowance of Two pounds ten shillings (£2.10/-) and in no account shall the payment of the said monthly allowance be allowed to be in arrears".

40

(2) The said Beatrice Cynthea Peggy Johnson died on the 22nd day of October 1944 and her said Will was on the 13th day of June 1945 proved by the Confirmors and Lilian Erminquetta Daniel in the Probate Registry of the Supreme Court of Nigeria.

(3) Lilian Daniel late of 9 Aroloya Street Lagos aforesaid by her last Will dated the 14th day of September 1946 made the following bequest and devise :- I bequeath to Duro Orike Apeke Johnson the daughter of my executor Madamidola Johnson my share of the rents and profits

Exhibits
 Applicant's
 Exhibit "A"
 Indenture
 27th August
 1956
 continued

accruing from No.17 Victoria Street property until she is married and after her marriage, I devise my whole share absolutely and in fee simple to her father the said Madamidola Johnson in common.

(4) The said Lilian Daniel died on the 26th day of September, 1946 and her said Will was on the 12th November 1946 proved by the said Madamidola Johnson the Confirmor and the Lessor and one Asani Thompson in the Probate Registry of the Supreme Court of Nigeria.

10

(5) By an Order made on the 30th day of September 1947 by the Honourable Mr. Justice Baker Senior Puisne Judge in the Supreme Court of Nigeria in the Lagos Judicial Division "In the matter of the Estate of Lilian Daniel - Deceased - (P.6055)" the said Winston Madamidola Johnson was thereby appointed the legal guardian of Duro Orike Apeke Johnson - Minor.

(6) By an Indenture dated the 24th day of August 1949 made between the Lessor of the one part and one Hassan Rihawi of the other part subsequently confirmed by an Indenture dated the 19th day of May 1951 and registered under Leasehold Title No.L01849 the whole property situate at and known as No.17 Victoria Street Lagos aforesaid was leased to the said Hassan Rihawi for a term of Fifty (50) years commencing from the 1st day of August 1951.

20

(7) By an Indenture dated the 22nd day of November 1954 made between the said Hassan Rihawi of the one part and the Lessees of the other part and duly registered the residue of the term of years created by the above-recited Indentures was with the consent of the Lessor thereon endorsed assigned to the Lessees subject to the consideration covenants agreements and conditions therein contained.

30

(8) By an Indenture dated the 3rd day of June, 1955 made between the Lessor of the one part and the Lessees of the other part the Lessor demises unto the Lessees the said demised premises comprised in the principal Indentures mentioned in paragraph (6) supra for a further term of Twenty-five (25) years commencing after the expiration

40

of Fifty (50) years granted by the said principal Indentures.

Exhibits

Applicant's
Exhibit "A"
Indenture
27th August
1956
continued

(9) Doubts have arisen whether the Lessor by whom the above-recited leases were granted was alone competent to make such grant without the concurrence of the Confirmors in their personal and representative capacities and the Confirmors and the Lessor have consented to confirm the leases by executing the confirmation hereinafter contained.

10

NOW THIS INDENTURE WITNESSETH as follows:-

1. The Confirmors and the Lessor for the purpose of obviating all such doubts and for the considerations expressed in the above-recited Leases and Assignment hereby as Executors and Trustees beneficiary and divers capacities as shown above hereby demise and confirm unto the Lessees ALL AND SINGULAR the premises comprised in the above-recited Leases and Assignment and intended to be thereby demised unto the Lessees TO HOLD the same unto the Lessees for all the residue now unexpired of the above-mentioned terms of Fifty (50) years and Twenty-five (25) years respectively in confirmation of and with intent to give effect to and to supply any defect in the said terms or the above-recited leases and assignment subject nevertheless henceforth to the payment of the rent reserved by and to the performance and observance of the covenants on the Lessees' part and the conditions contained in the above-recited Leases and Assignment.

20

30

2. The Lessees hereby covenant with the said Confirmors and the Lessor that they the Lessees will at all times from the date hereof pay all rent becoming due under the said Leases and observe and perform all the covenants on the part of the Lessees and the conditions therein contained in like manner as if the Confirmors had been party to and joined in the above-mentioned Leases and Assignment and the said covenants had been entered into with the Lessor and the Confirmors.

40

IN WITNESS whereof the said parties hereto

Exhibits

Applicant's
Exhibit "A"
Indenture
27th August
1956
continued

hereunto set their hands and seals the day and year first above written.

(Sgd.) T.H.Johnson (L.S.)

" W.M.Johnson (L.S.)

SIGNED SEALED AND DELIVERED by)
the above-named Confirmors,)
Theophilus Hannibal Johnson)
and Winston Madamidola John-)
son, in the presence of)

(Sgd.) A. Adeyeye,
Managing Clerk,
Thomas, Williams, Kayode & Akinrele,
Solicitors,
41, Idunmagbo Avenue,
Lagos.

10

(Sgd.) W.M. Johnson (L.S.)

SIGNED SEALED AND DELIVERED by)
the above-named Lessor, Winston)
Madamidola Johnson, in the)
presence of)

20

(Sgd.) A. Adeyeye,
Managing Clerk,
Thomas, Williams, Kayede & Akinrele,
Solicitors,
41, Idunmagbo Avenue,
Lagos.

SIGNED SEALED AND DELIVERED by) per pro
the above-named Lessees, Messrs.) LABABEDI & CO.,
LABABEDI AND COMPANY, in the) (L.S.)
presence of)

30

(Sgd.) Anthony Abei Manager.

P/A. No.5 Page 5

Vol. 955

dated 1st June, 1953.

(Sgd.) Bola Emiabata,
9, Oko Awo Street,
Lagos, Law Clerk.

The within instrument is in the opinion of the

Commissioners of Stamp Duties chargeable with
a duty of _____ and the duty there-
on has been assessed accordingly.

29/8/56. (Sgd.) E. Harding.

Commissioner of Stamp Duties.

CERTIFIED TRUE COPY,

(Sgd.) J.J. Hunter,

REGISTRAR.

Exhibits

Applicant's
Exhibit "A"
Indenture
27th August
1956
continued

LOC732

10 725/56 L01849

LAND REGISTRY,
22 SEPTEMBER 1956
RECEIVED
NIGERIA LAND REGISTRY,
No.725/56
LEASEHOLD TITLE
REGISTERED
L01849 and L00732.

LOST CERTIFICATE

20 Under Section 57 of the Registration of
Titles Cap.197. of 1935 the Registrar on being
satisfied of the loss or destruction of a cer-
tificate of title, may issue a new certificate;

Provided that -

- 30 (a) before issuing a new certificate, the
loss or destruction shall be adver-
tised to the satisfaction of the Re-
gistrar at least three times in the
Gazette and, if the Registrar thinks
fit, in a newspaper circulating in
Nigeria;
- (b) the Registrar may, if he thinks fit,
require security to be given to his
satisfaction for indemnification of
the Government or any person injured
by the issue of the new certificate.

Exhibits"A1" INDENTURE

Applicant's
Exhibit "A1"
Indenture
3rd June 1955

THIS INDENTURE made the 3rd day of June One thousand nine hundred and fifty-five BETWEEN WINSTON MADAMIDOLA JOHNSON of 53A Lawson Street Lagos the Federal Capital of Nigeria (hereinafter called 'the Lessor' which expression shall where the context so admits include his heirs legal personal representatives and assigns) of the one part AND (1) OMAR LABABEDI (2) SAID LABABEDI and (3) BASHIR LABABEDI trading in the name and style of LABABEDI AND COMPANY of 18 Obun Eko Street Lagos aforesaid Merchants (hereinafter called 'the Lessees' which expression shall where the context so admits include their respective heirs legal personal representatives and assigns) of the other part.

10

WITNESSETH as follows:-

1. These presents are SUPPLEMENTAL to the Lease made between the Lessor of the one part and one Hassan Rihawi of the other part bearing date the 24th day of August 1949 (hereinafter referred to as 'the Principal Indenture') which with the consent of the Lessor was assigned unto the Lessees by virtue of a Deed of Assignment made between the said Hassan Rihawi of the one part and the Lessees of the other part dated the 22nd day of November 1954 both of which Lease and the Deed of Assignment were registered under the Title No. L01680 in the Land Registry in the Office at Lagos aforesaid.

20

30

2. In consideration of the rent hereby reserved and of the covenants agreements and conditions hereinafter expressed and also of those contained in the Principal Indenture which are not inconsistent therewith the Lessor hereby demise unto the Lessees ALL THAT piece or parcel of land with the buildings thereon situate at and known as No.17, Victoria Street Lagos the Federal Capital of Nigeria as comprised in the Principal Indenture TO HOLD the same UNTO the Lessees for a further term of Twenty-five (25) years commencing after the expiration of the term of Fifty (50) years granted by the principal Indenture PAYING THEREON a yearly rental of the sum of Three hundred and fifty pounds

40

(£350) sterling payable yearly in advance free from any deduction.

Exhibits

3. The Lessees hereby agree with the Lessor to pay to the Lessor the sum of Three hundred and fifty pounds (£350) sterling immediately on the execution of these presents representing the rent payable for the first year.

Applicant's
Exhibit "A1"
Indenture
3rd June 1955
continued

4. The Lessees covenant with the Lessor as follows :-

- 10 (a) To pay the rent reserved at the time and in the manner aforesaid without any deduction.
- (b) To repair improve renovate at their own cost the buildings on the demised premises or to demolish and remove the buildings on the demised premises and to erect and construct in place thereof building or block of buildings at their own cost and discretion suitable to their needs in a substantial and workmanship manner with the best materials of their several kinds and to do all acts and things required by the local authority and perform the works conformably in all respects with the provisions of any statutes applicable thereto and with the bye-laws and regulations and planning scheme of the local authority having authority in that behalf and also with the plans elevations sections and specifications duly approved by the said local authority.
- 20
- 30 (c) To maintain in good and substantial repair all the buildings and other erections on the demised premises and the same in good and substantial repair to surrender or yield up unto the Lessor at the end or sooner determination of the said term reasonable wear and tear and damage by fire and acts of God excepted.
- 40 (d) That the Lessees may assign underlet or part with the possession of the said demised premises or any part thereof at their discretion and without any consent

Exhibits

of the Lessor.

Applicant's
Exhibit "A1"
Indenture
3rd June 1955
continued

5. The Lessor and the Lessees hereby agree that the Principal Indenture shall continue in full force and effect save as modified by the provisions of these presents.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

(Sgd.) W.M. Johnson (L.S.)

SIGNED SEALED AND DELIVERED by)
the above-named Lessor, Winston)
Madamidola Johnson, in the)
presence of)

10

(Sgd.) Bola Emiabata,
9, Oko Awo Street,
Lagos, Law Clerk.

LABABEDI & CO.,

(Sgd.) B. LABABEDI (L.S.)
PARTNER.

SIGNED SEALED AND DELIVERED by)
the above-named Lessees, Omar)
Lababedi, Said Lababedi and)
Bashir Lababedi trading in the)
name and style of Messrs.LABA-)
BEDI AND COMPANY, in the)
presence of)

20

(Sgd.) ANTHONY ABSI
28, Idumagbo Avenue,
Lagos.

The within instrument is in the opinion of the Commissioners of Stamp Duties chargeable with a duty of Fourteen pounds (£14) and the duty thereon has been assessed accordingly.

30

6/6/55.

(Sgd.) E. Harding.

Commissioner of Stamp Duties.

9508. NIGERIA FIVE POUNDS STAMP DUTY 6/6/55.
 NIGERIA FIVE POUNDS STAMP DUTY 6/6/55.
 NIGERIA ONE POUND STAMP DUTY. 6/6/55.
 NIGERIA ONE POUND STAMP DUTY. 6/6/55.
 NIGERIA ONE POUND STAMP DUTY. 6/6/55.
 NIGERIA ONE POUND STAMP DUTY. 6/6/55.

Exhibits

Applicant's
 Exhibit "A1"
 Indenture
 3rd June 1955
 continued

E 1 1 4 3 3

6 June, 1955.

CERTIFIED TRUE COPY

DEPUTY REGISTRAR

?

10

329/55 - L01849
 LAND REGISTRY
 7 June 1955,
 RECEIVED
 NIGERIA LAND REGISTRY,
 No. 329/55
 LEASEHOLD TITLE
 REGISTERED. No. L01849.

"B" INDENTURE

Applicant's
 Exhibit "B"
 Indenture
 3rd June 1955

20

Ex. "B" by applicant.
 Suit No. LD/294/58.
 Chairman L.E.D.B. Vs.
 Omar Lababedi & 2 Ors.,
 (Paid on T.R. No.175571 of 14/2/57 for £1)

30

THIS IS TO CERTIFY that the within is a true and correct copy of a DEED OF LEASE dated 3rd June, 1955 and made between Winston Madami-dola Johnson and another and Omar Lababedi and 2 others, trading in the name and style of Lababedi and Company and registered under Title No. L02644 at the Lagos Land Registry.

(Sgd.) ? Roberts,
 Assistant Registrar of Titles.
 19th February, 1957.

LAND REGISTRY
 NIGERIA.

<u>Exhibits</u>	NIGERIA	NIGERIA	NIGERIA	NIGERIA
Applicant's	FIVE	ONE	ONE	ONE
Exhibit "B"	STAMP DUTY	STAMP DUTY	STAMP DUTY	STAMP DUTY
Indenture				
3rd June 1955				
continued				

THIS INDENTURE made the 3rd day of June One thousand nine hundred and fifty-five BETWEEN WINSTON MADAMIDOLA JOHNSON and THEOPHILUS HANNIBAL JOHNSON of 53A Lawson Street Lagos the Federal-Capital of Nigeria (the former for himself and both as the Executors and Trustees of the Will of Beatrice Johnson - Deceased) hereinafter called 'the Lessor' which expression shall where the context so admits include their heirs legal personal representatives and assigns) of the one part AND (1) OMAR LABABEDI (2) SAID LABABEDI and (3) BASHIR LABABEDI trading in the name and style of LABABEDI AND COMPANY of 18 Obun Eko Street Lagos aforesaid Merchants (hereinafter called 'the Lessees' which expression shall where the context so admits include their respective heirs legal personal representatives and assigns) of the other part.

10

20

WITNESSETH as follows:-

1. In consideration of the rent hereinafter reserved and of the covenants hereinafter contained the Lessors hereby demise unto the Lessees ALL THAT piece or parcel of land with the buildings thereon situate at and known as No.9 Aroloya Street Lagos the Federal Capital of Nigeria and more particularly described and delineated with its dimensions and abuttals on the Plan annexed to the Land Certificate of Title No. L00172 dated the 19th day of August 1949 and thereon edged Red TO HOLD the same UNTO the Lessees for a term of Seventy (70) years commencing from the 15th day of August 1955 PAYING THEREFOR during the said term the yearly rent of Two hundred pounds (£200) sterling payable as to the first year in advance on the execution of these presents (the receipt whereof the Lessors hereby acknowledge) and thereafter by half yearly payments in advance.

20

30

2. The Lessees hereby covenant with the Lessors as follows :-

(a) To pay the rent hereby reserved on the

day and in manner aforesaid without any deduction.

Exhibits

Applicant's
Exhibit "B"
Indenture
3rd June 1955
continued

(b) To pay and discharge all rates taxes assessments impositions duties and outgoings whatsoever which are now or may hereafter become imposed or charged upon the demised premises or payable by the owner or occupier in respect thereof.

10

(c) To repair improve renovate during the said term at their own expense the demised premises or to demolish and rebuild the demised premises at their own discretion and cost.

20

(d) To maintain in good and substantial repair all the buildings and other erections on the demised premises and the same in good and substantial repair to surrender or yield up unto the Lessors at the end or sooner determination of the said term reasonable wear and tear and damage by fire and acts of God excepted.

30

(e) To permit the Lessors and their agent with or without workmen twice in a year at reasonable hours in the day time to enter upon and view the condition of the demised premises and to repair and make good all defects and wants of reparation the Lessor shall give them notice in writing within three months after the giving of such notice; and

(f) Not to do or permit anything upon the demised premises or any part thereof which may be or become nuisance annoyance or inconvenience to the Lessors or occupiers of any neighbouring property.

40

3. The Lessors hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions hereinbefore contained and on the part of the Lessees to be observed and performed shall and may peaceably hold and enjoy the demised premises during the term

Exhibits

Applicant's
Exhibit "B"
Indenture
3rd June 1955
continued

hereby granted without any lawful interruption or disturbance from or by the Lessor or person or persons rightfully claiming through under or in trust for the Lessors.

4. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty-one (21) days after the same shall have become due have been formally or legally demanded or if the Lessees shall at any time fail or neglect to observe any of the covenants and conditions herein contained and on their part to be observed or performed then and in any such case the Lessors may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Lessors for any antecedent breach of the covenants by the Lessees and whenever this power of re-entry shall arise (whether the same be exercised or not) the rent for the current year shall immediately become payable.

10

20

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

(Sgd.) W.M. Johnson

SIGNED SEALED AND DELIVERED by)
the above-named Lessor, Winston)
Madamidola Johnson, in the)
presence of)

30

Bola Emiabata,
9, Oko Awo Street,
Lagos, Law Clerk.

LABABEDI & CO.,
(Sgd.) ? ?
PARTNER.

SIGNED SEALED AND DELIVERED by the)
above-named Lessees, Omar Lababedi,)
Said Lababedi and Bashir Lababedi)

Exhibits

Applicant's
Exhibit "B"
Indenture
3rd June 1955
continued

ANTHONY ABSI
28 Idumagbo Avenue,
? 3/6/1955

trading in the name and style of)
Messrs. LABABEDI AND COMPANY, in)
the presence of)

10

ANTHONY ABSI
28, Idumagbo Avenue, Lagos
(Sgd.) ? ?
3/6/55

SIGNED SEALED AND DELIVERED by)
the above-named Lessor) (Sgd.) T.H.
Theophilus Hannibal Johnson,) Johnson
in the presence of)

Bola Emiabata,
9, Oko Awo Street,
Lagos, Law Clerk.

20

L02644

LAND REGISTRY

7 JUNE 1955

RECEIVED

NIGERIA LAND REGISTRY

No. L02644

LEASEHOLD TITLE

REGISTERED.