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REGISTRATION OF TITLES IN NIGERIA: HOW SACROSANCT?

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Abstract

Registration of title came about as a result of the need to make it easier to trace the root of title by the prospective buyer of a property. Where a purchaser is interested in buying an unregistered land, he will need to satisfy himself by looking at the abstract of title, the agreement entered into with the vendor of the land, any searches which he has conducted on the land to find out if the vendor has the power to sell the land and also that the land is not encumbered in any way. The purchaser also needs to physically visit the land in question to find out that the land, the subject matter of the transaction, is actually what he is paying for. This exercise is usually very cumbersome and consumes both time and resources. However, where the title is registered, a lot of the above-mentioned activities will be eliminated since the purchaser will only need to look at the register to find out the state of the property. From a mere inspection of the register, the purchaser can discover whether the vendor has the power to sell the land as well as any encumbrances which affects the property. This paper seeks to examine the law on registration of title in Nigeria.

Introduction

Registration, as it relates to title documents which affect land, refers to the fact that the title to the said property, that is, the estate, right of ownership or in some cases, the right of possession, is recorded in a register kept by the Registrar of Lands in the Lands Registry of a particular state of the Federation or in any other country, especially the Commonwealth countries, where laws for the registration of titles to land are in operation. Registration is an act of documentation and recording of data whether pictorial, technical, statistical or otherwise. Thus, in addition to the requirement under property law that a grant of an interest in land must be made by deed or in writing, the provisions of the Land Instruments Registration Act of 1924 and similar provisions in the Land Instruments Registration Laws of the different states of the Federation provide for the registration in the Lands Registry of all instruments affecting land. For instance, section 3 of the Lands Instrument Registration Law of Akwa Ibom State¹ states that there shall be kept at each office such registers, books

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¹ Cap. 70 Laws of Akwa Ibom State 2000

and files as may be prescribed and a registrar shall, subject to the provisions of this Law, register therein in the prescribed manner all instruments required to be registered and delivered to him for registration and shall file all judgments required to be filed and delivered to him for filing. In section 4 of the same law, it is stated that subject to the provisions of this Law, every instrument executed shall be registered. The operative word in this section is 'shall' making mandatory the registration of every instrument executed. The register will contain information as to the root of title of the property and where there are any encumbrances in the form of charges on the property, such encumbrances will also be recorded in the register. The register acts as a one-stop search engine for any information regarding the said property.

From the above, land registration can be seen as a system by which the ownership of estates in land is recorded and registered, usually with government, to provide evidence of title and facilitate transactions. Land registration system was first introduced in England and Wales in the mid-nineteenth century and the main purpose of the system was 'to give certainty to the title to real estates and to facilitate the proof thereof and also to render the dealings with land more simple and economical.'²

In Nigeria, the need for the registration of titles to land and registration of other documents affecting land was first introduced in Lagos in 1883, when Lagos was administered by the Europeans along with Gold Coast which is the present Ghana. The need for the introduction of registration of titles became imperative as a result of the proliferation of the sales of land after the arrival of the Europeans in 1872.³

The basic idea of the system of registration of title in Nigeria as it is in all other countries where the system is practised is to convey on every purchaser a title guaranteed by the government or the state. Where a title to the land is not registered, the purchaser has to undertake a lot of activities to ensure that there are no encumbrances to the land or property he is trying to buy or which is being used as collateral. Such activities include satisfying himself from the abstract of title, the agreement he has signed with the grantor or vendor, his personal investigations of the title through private searches and his inspection of the property in question. It is only on satisfactorily carrying out these activities that the purchaser having known that the property is not subject to any undisclosed encumbrance that he will now take the property or accept same as collateral.

This situation is different in the case of a property that has been registered. Where such a property has been registered, the purchaser will be able to discover just by looking at the

² Preamble to the Land Registry Act 1862 (37 Halsbury's Statutes, 4th Edition REAL PROPERTY)

³ Per Webber J., in *Balogun v. Oshodi* (1931) 10 NLR 36 at p. 50

register and investigating only the register whether the vendor or grantor has power to alienate the property and whether there are any encumbrances on the property.

Alienation of Property under Land Registration Laws in Nigeria

Generally, the registered proprietor or owner of a registered land can deal with or dispose of his land in any way he likes, just like the holder of an unregistered title. This position is confirmed by section 25(1) of the Registration of Titles Law⁴ which states that the registered owner of any land or charge may in the prescribed manner transfer such land or charge or any part thereof. Sub-section (2) of the same section confirms that the transfer shall be completed by registration of the transferee as owner of the land or charged transferred, and filing the transfer in the registry. It is pertinent to note that this law gives much prominence to the need for registration by stating clearly that without the registration, the purchaser, that is the transferee, cannot be granted the title to the land since the vendor, that is the transferor, remains the registered owner of the land or charge. The law is thus settled that where a document seeking to transfer interest or right in land has been drawn up, such a document has to be registered.

Thus, the purchaser of a property whose title has been duly registered is seen to have a better and more secured title than the purchaser of a property whose title though registrable, had not been registered prior to the purchase. A purchaser of a property, the title of which had not been registered can however cure any perceived defect by registering the title to the property after all necessary formalities had been concluded regarding the purchase, provided he got a good title at the point of buying the property even though same was not registered. This, the purchaser would have done by conducting all the necessary searches to ascertain the ownership of the vendor.

There are a number of legislations in Nigeria covering dealings with land and alienation of real property, especially with regards to the registration of any title or instrument correctly transferring the said landed property from the vendor to the purchaser. Some of such laws include the Land Use Act, Land Instruments Registration Laws of the various states of the Federation. This researcher will endeavour to look at some of the provisions of the various laws as they relate to the issue of registration of titles and instruments affecting land.

Registration of Title as Adequate Notice to the Purchaser

The general principle which affects the registration of title and instruments affecting land as

⁴ Cap. 109 Laws of Akwa Ibom State 2000

to such registration being taken as adequate notice to the subsequent purchaser is that a subsequent purchaser of an interest in land shall be deemed to have notice of any registered instrument affecting the land.

However, in some instances, registration is seen as actual notice to all persons for all purposes connected with the land where the registration is as regards any instrument which creates an estate contract, an equitable easement, a general equitable charge or a restrictive covenant.⁵ Registration of title acts as adequate notice to the purchaser of the property which had been duly registered. Thus where there are any encumbrances to the property and where such encumbrances had been duly registered, the purchaser cannot turn around to complain that he has been misled.

The courts have held that what a person actually sees, or which is specifically brought to his attention, creates an actual notice of the fact. But the general doctrine of actual notice is much broader than this. Where a purchaser has knowledge of any fact sufficient to put a prudent man upon an inquiry, which, if prosecuted with ordinary diligence, would lead to actual notice of some right or title in conflict with that he is about to purchase, it is his duty to make the inquiry, and if he does not make it, he is guilty of bad faith or negligence to such an extent that the law will presume that he did make it, and will charge him with the actual notice he would have received if he had made it.⁶

However, for the doctrine of notice to be put into effect, certain conditions need to be met. The conditions are as follows:

(a) The purchaser must be bona fide:

This means that the purchaser must act in good faith. The purchaser should also not have notice of the right. In *Midland Bank Trust Co. Ltd v Green*,⁷ Lord Wilberforce considered that it would be a mistake to suppose that the requirement of good faith extended only to the matter of notice. He noted that good faith is a separate test which may have to be passed even though absence of notice is proved.

(b) The purchaser must give value:

It is necessary for the person who acquires the estate to give value if he is to rely on the notice rule. Thus a donee (or 'volunteer') takes a gift of land subject to any equitable interests that there may be. 'Value' includes money, money's worth and some other forms of consideration, such as marriage.

⁵ Section 193 Property & Conveyancing Law of Western Nigeria

⁶ *Cambridge Bank v Delano* 48 NY 326.

⁷ (1981) AC 513 at p. 528

A person who acquires an estate for value is described as a 'purchaser for value.' This may seem unnecessarily long-winded, since in ordinary speech 'purchaser' means 'buyer' and so includes the notion of taking for value. However, for the lawyer, 'purchaser' has a technical meaning of 'one who takes by act of the parties rather than by operation of law.' This means that he has had the property transferred to him in the appropriate way by the previous owner, rather than having it vested in him automatically by operation of some rule of law, such as that which vests a bankrupt's property in his trustee in bankruptcy or the deceased's property in his personal representatives. In this sense then, even a donee is a purchaser and so in a context like this it is necessary to state specifically that the person acquiring the estate is a purchaser for value.⁸

(c) The purchaser must acquire a legal estate:

The purchaser must buy a legal estate, rather than an equitable interest in the land. Thus if the purchaser is to be safe, he must have acquired the legal estate before he discovers the equitable interest.⁹ The purchaser must not have notice of the equitable interest.

The principle is well established, that a purchaser of land is chargeable with notice, by implication, of every fact affecting the title, which could be discovered by an examination of the deeds or other documents of title of his vendor, and of every fact, as to which the purchaser, with reasonable prudence or diligence, ought to become acquainted. If there is sufficient contained in any deed or record, which a prudent purchaser ought to examine, to induce inquiry in the mind of an intelligent person, he is chargeable with the knowledge or notice of the facts so contained, and, generally, a party in possession of certain information will be chargeable with a knowledge of all facts which an inquiry suggested by such information, diligently prosecuted, would have disclosed to him.¹⁰ The purchaser must be presumed to investigate the title, and to examine every deed or instrument forming a part of it, especially if recorded, and to make diligent inquiries as well as look at records.

A subsequent purchaser is not chargeable with constructive notice of all instruments of record, by whomsoever made, but only of such as he in the apparent chain of title, or have been made by some one in some way connected with property involved in interest, and brought to his notice. Hence, he is not bound to look for conveyances by or judgments against one in whom the record shows no title.

The doctrine of constructive notice under registration laws has always been regarded as a

⁸ <http://www.inbrief.co.uk/bankruptcy.htm> (accessed on May 16, 2013)

⁹ <http://www.inbrief.co.uk/interests-and-estates-in-land.htm> (accessed on May 16, 2013)

¹⁰ *Cambridge Bank v Delano*, 48 NY 326; *Wilson v Hunter*, 30 Ind., 466

harsh necessity, and the statutes which create it have always been subjected to a rigid construction. Therefore, only the facts as they appear on the face of the record are deemed binding on subsequent purchasers, and if, from any cause, the real facts are there and are misstated, as if the wrong land is by mistake described, or the sum for which a mortgage is given is inadvertently omitted, a subsequent purchaser in good faith, relying upon what is shown, will not be affected by the error or omission.

Open, notorious and exclusive possession of land imparts notice of the title of the person in possession, and of every fact which the purchaser might learn by inquiry.¹¹ But while it is true, that the law regards the actual occupancy of land as equivalent to notice of the claim of the occupant, to all persons dealing with the title, yet this is not an absolute proposition, which is to be taken as true in all possible relations. The known circumstances may be such that the occupancy will not suggest to a purchaser an inquiry into the title or claim of the occupant, and when the inquiry may be omitted in good faith and in the exercise of ordinary prudence, no one is bound to make it. Possession out of the vendor and actually in another person ordinarily suggests an inquiry into the claim of the latter, and a failure to make such inquiry evinces gross neglect, but the question in all such cases is one of actual notice, and such notice will be imputed only where it is a reasonable and just inference from the visible facts.¹²

It is a general provision of the recording acts, that every conveyance which shall not be recorded as provided by law, shall be void against any subsequent purchaser in good faith, and for a valuable consideration, of the same land, or any portion thereof, whose deed of conveyance shall be first duly recorded; and further, that every instrument recorded in the manner prescribed by statute, shall, from the time of filing same for record, impart notice to all persons of the contents thereof. As previously remarked, however, the constructive notice afforded by the record of a deed, applies only to those who are bound to search for it; as subsequent purchasers, and all others who deal with or on the credit of the title, in the line of which the recorded deed belongs. That such record imparts notice is to be understood also, in the sense that the contents of the deed are correctly spread upon the record, for the recording acts cannot be made by equitable construction to embrace cases not within them, or give constructive notice of things the records do not show.

It would further seem that for instruments to impart notice, such instruments must be recorded in the proper books. Thus, where separate books are provided for deeds and mortgages it has, in some instances, been held that a mortgage recorded in a book of deeds will not furnish constructive notice. So, also, the registry of an instrument not required by

¹¹ *Tankard v Tankard*, 79 N.C. 54.

¹² *Pomeroy v Stevens*, 11 Met. (Mass.), 244.

law to be recorded is notice to no one, and, usually, a deed is not constructive notice merely because it is copied into the registry if it has not been duly executed, acknowledged or proved, so as to entitle it to registration, although such an instrument would be effective as to all persons who have actual notice of its contents.

Registration, in legal intendment, is conclusive notice to the parties to be affected by it. But notice of a prior unrecorded deed, communicated to a purchaser, will prevail over a subsequent recorded deed, and as between the immediate parties no registration is necessary, an unrecorded deed having the effect to convey the legal title as against all persons having actual notice of its existence.

General Principles of Registration of Titles

The main principle regarding registration of titles is that an instrument which seeks to transfer an interest in land must be registered. The registration of titles laws of the different states of the Federation of Nigeria give general guidelines regarding registration of titles and documents. These general principles include the fact that no instrument shall be pleaded or given in evidence unless the same shall have been registered.¹³ Consequently, under the provisions of the Registration of Titles laws of the various states as well as that of the Federal Capital Territory, no instrument affecting land other than a power of attorney shall be registered unless it contains a proper and sufficient description and a plan of the land affected by the instrument. For instance, section 9(1)(a) of the Land Registration Act¹⁴ states the above position. In the same vein, section 9 of the Lands Registration Law¹⁵ states quite clearly that no instrument executed after the commencement of this Law, other than a power of attorney, shall be registered unless it contains a proper and sufficient description, and subject to the regulations, a plan of the land affected by such an instrument. This in effect means that for any instrument to be complete and registrable, it must contain a survey plan of the property and such survey plan therefore forms a part of the deed. Also in instances where the grantor or one is the grantors if more than one grantor, is an illiterate, such an instrument must be executed by the illiterate grantor or grantors in the presence of a magistrate.¹⁶

¹³ See s. 15 Land Registration Act, Cap. 515 Laws of the Federation of Nigeria 1990, s.10(1) Land Instrument Registration Law, Cap. 70 Laws of Akwa Ibom State 2000 and s.15, Land Registration Law, Cap. 82 Laws of Jigawa State 1998

¹⁴ Cap. 515 Laws of the Federation of Nigeria 1990

¹⁵ Cap. 82 Laws of Jigawa State, of Nigeria 1998

¹⁶ See sections 8(1), 9(1) and 15 of the Land Instrument Registration Law Cap. 72 Laws of Eastern Nigeria applicable to the states of Eastern Nigeria including Rivers and Bayelsa States.

The Registration of Titles Act¹⁷ in section 43 permits any person who has an objection against the first registration of land or lease to lodge such objection or caution with the Registrar of lands. This provision is similar to the provision in section 5(4) of the Registration of Titles Law¹⁸ which states that where notice of objection to a first registration is received in the prescribed time, the registration shall not be effected until the person objecting has been given an opportunity of being heard.

It should however be noted that the registration of such title or instrument must be done within the prescribed time. The prescribed time is given as six (6) months for state grant or grant from a Nigerian to a non-Nigerian or 12 months for a grant from a Nigerian to another Nigerian. This is the position in section 14(1) of the Land Registration Act.¹⁹ However, it is of note that the Registrar has been given powers under section 14(2) to extend the period for registration whenever he is satisfied that registration has been delayed without default or neglect on the part of the person acquiring the right or interest in the land in question.²⁰

The Need for Registration of Titles

Where the title affecting land or other landed property had been registered in accordance with the various land registration and lands instruments registration laws, it is easy for the purchaser to examine the title just by looking at the registrar and thereby know whether there are any encumbrances outstanding against the property or such other reasons which will make the property unattractive to the subsequent purchaser. The courts have been very active in their pronouncements as to the need for the registration of instruments seeking to transfer title to property to the purchaser, especially those covered by the Lands Instruments Registration Acts of the different states.

In *Onogorowa v Akinremi*,²¹ the Supreme Court while outlining and explaining the advantages of registered titles stated that the advantage of registered title is that the purchaser can discover from the mere inspection of the register whether the vendor has the power to sell the land and what the more important encumbrances are except in the case of what may be classified as overriding interest which bind the proprietor of registered land even though he has no knowledge of them and no reference is made to them in the register

¹⁷ Cap. 181 Laws of the Federation of Nigeria and Lagos 1958.

¹⁸ Cap. 109 Laws of Akwa Ibom State 2000

¹⁹ Cap. 515 LFN 1990.

²⁰ See also section 14 of the Land Registration Law, Cap. 82 Laws of Jigawa State as well as the proviso to the section.

²¹ (2001) 123 NWLR Pt. 729, p.38

of title. Otherwise, a registered owner of land is not affected by notice of any unregistered estate, interest or claim affecting the estate of any previous owner, nor is he concerned to inquire whether the terms of any caution or restriction existing before he was registered as owner of such land have been complied with. The Supreme Court went on to say that except the register of title is rectified or amended, a registered owner's title is indefeasible. The register is an authoritative record, kept in a public office, of the rights to clearly defined units of land as vested for the time being in some particular person or body, and of the limitations, if any, to which these rights are subject. Continuing further, the Court noted that with the exception of overriding interest, all the material particulars affecting the title to the land are fully revealed merely by a perusal of the register which is maintained and warranted by the State. The register is at all times the final authority and the State accepts responsibility for the validity of transactions, which are effected by making an entry in the register.

In Nigeria, there had been a number of legislations²² to ensure the necessity of registering titles to land and other landed property. In *West African Cotton Ltd v. Salisu Yankara*²³ the court held that an unregistered instrument is not admissible in evidence to prove title to a landed property claimed to have been sold. The court held that in the instant case, the Deed of Assignment which was a registrable instrument but was not registered was inadmissible and therefore, not capable of conferring any interest in the property in question upon the respondent.

Note that a defective title cannot be cured of such defect merely by the act of registration of such title. This is the position of the statutes. In section 24 of the Land Registration Law²⁴ it is clearly stated that registration shall not cure any defect in any instrument or, subject to the provisions of the law, confer upon it any effect or validity which it would not otherwise have had.²⁵

This was also the position of the Court of Appeal in *Ejilemele v Opara & Anor*²⁶ where the Court held that by virtue of section 23 of the Land Instrument Registration Law 1963 of Eastern Nigeria, registration shall not cure any defect in any instrument or confer upon it any effect or validity which it would not have otherwise had.²⁷

²² Such as the Land Instrument Registration Act 1924 (which had now been replicated in almost all the states of the Federation) and the Registration of Titles Law Cap. 121 Laws of Lagos State (applicable to Lagos State only).

²³ (2008) 4 NWLR Pt. 1077, p.323

²⁴ Cap. 82 Laws of Jigawa State of Nigeria 1998

²⁵ See also section 18 Land Instruments Registration Law, Cap. 70 Laws of Akwa Ibom State of Nigeria 2000.

²⁶ (1998) 9 NWLR Pt. 567, p.587

²⁷ *Ibid.* At pp 591-595

This position was further reinforced by the Supreme Court in *Abasi v Braimah*²⁸ where the it was held that the court has jurisdiction in certain circumstances to rectify the register, for example, where any entry has been obtained by fraud or by forgery.²⁹

From the above provisions of the statutes and pronouncements of the courts, it is obvious that if a usurper goes on to register the title to a property, the mere fact of the registration will not grant the usurper good title, except the bonafide owner knew and did nothing about it. However, where the bonafide owner becomes aware it, the bonafide owner can inform the registrar and where the bonafide owner is able to prove his title, there will be a rectification of the register. Thus, even though the registrar is expected to investigate the title before first registration, the registrar 'may accept and act on less than the legal evidence or less than the evidence ordinarily required by conveyancers if he is satisfied of the truth of the facts to be proved, and may act on evidence of the same facts adduced before him in other proceedings.'³⁰

This position goes on to show that even though registration of title and perusal of the register is important and necessary, it may not be enough security to just look at the register without more. A prudent purchaser should, in addition to the register conduct an independent investigation to ascertain the validity of the title, since the registrar is expected to register all registrable instruments presented to him, especially if after the advertisement of the application for first registration and at the expiration of the prescribed period, there is no objection to the first registration.

It should be noted that failure to register an instrument may, however, attract some sanctions. In certain cases, the instrument may be void, while in every case, failure to register entails loss of priority in relation to a subsequently registered instrument affecting the same land.³¹ In *Saliman Atanda & Ors v. Malaam Saka Ifelagba*,³² the Court of Appeal held that the fact that a claimant for declaration of title to land produces what he claims to be an instrument of grant of title does not automatically entitle him to a declaration that the property which the instrument purports to grant is his own. Rather, production and reliance upon such an instrument inevitably carries with it the need for the court to enquire into some or all of a number of questions which include:

- (a) Whether the instrument is genuine and valid.
- (b) Whether the grantor had the capacity and authority to make the grant

²⁸ (2003) 2 NLLC 608

²⁹ See also section 61(1) Registration of Titles Law, Cap. 121, Laws of Lagos State 1976

³⁰ See section.6(1) Registration of Titles Law, Cap. 109, Laws of Akwa Ibom State, 2000

³¹ See also s.16 Land Registration Law, Cap 82 Laws of Jigawa State of Nigeria 1998

³² (2003) 17 NWLR Pt. 849, p.275 at 285.

- (c) Whether it has been duly executed and stamped.
- (d) Whether the grantor had in fact what he purported to grant.
- (e) Whether it had the effect claimed by the holder of the instrument.³³

Novel as the above positions look, and from the pronouncements of their Lordships at the Court of Appeal in the *Atanda v. Ifelagba*³⁴, it is clear that the responsibility is that of the purchaser to ensure that the title to the property he is buying is genuine and the purchaser does this by taking all necessary steps to check and ensure that there are no encumbrances to the title of the property which may lessen the value of the property for the subsequent purchaser of the said property or in a worst case scenario give him a title which is completely defective.

Consequently, the courts had, in a plethora of cases for the declaration of title to land stated that the onus is on the plaintiff to satisfy the court that he is entitled to the title from the evidence he adduces before the court. The plaintiff must rely on the strength of his own case and not on the weakness of the case for the defendant.³⁵

Effects of Registration or Non-Registration of Title

What are the legal effects of registration or non-registration of titles to land and other landed property?

In *Dina v. New Nigerian Newspapers Ltd*³⁶ it was held that an instrument affecting land which is registrable but has not been registered can neither be pleaded nor tendered or produced in evidence. The Court of Appeal stated further that if such an instrument is pleaded and inadvertently received in evidence, it should be ignored and expunged even if there was no objection as to the admissibility of such a document.³⁷

Furthermore, by the provision of section 25 of the Lands Instruments Registration Law,³⁸ registration does not cure any defect in the right of the parties to the instrument. Registration of title only improves security of title by providing a public record of all the

³³ See also *Romaine v Romaine* (1992) 4 NWLR Pt. 238, p.650; *Kyari v Alkali* (2001) 11NWLR Pt. 724, p.412

³⁴ *Supra*

³⁵ See the cases of *Efetiroroje v Okpalefe II* (1991) 5 NWLR Pt. 193, p.517; *Nkanu v Odum* (1971) 5 SC 13; *Akinola v Oluwo* (1962) 1 SCNLR 352; *Piara v Tenalo* (1976) 12 SC 37; *Elufisoye v Alabetutu* (1968) NMLR 298; *Oladimeji v Oshode* (1968) 1 All NLR 47, *Amajideogu v Ononaku* (1988) 2 NWLR Pt. 78, p.614.

³⁶ (1986) 2 NWLR Pt. 22, p.353

³⁷ See also *Oredola Okeya Trading Co v AG Kwara State* (1992) 7 NWLR Pt. 514, p.412

³⁸ Applicable to Lagos State

transactions and instruments affecting land in the state in a public registry and does not cure the defect in the instrument or title of the parties, it merely provides information affecting the land to which the instrument relates and in the final analysis, registration of title also tends to act as a notice to any subsequent buyer of the land.

It should however be noted that non-registration of titles merely makes the title voidable and not void.³⁹ It should also be noted that one of the ways of proving title to land is by the production of documents of title which are duly authenticated.⁴⁰ It therefore means that a duly registered title document stands on a high pedestal in proving the title of the holder or grantee of such a title document.

It is equally important to note that a registrable instrument which had been properly executed but not been registered can only be used in the court of law as an instrument evidencing payment of money for such land. This means that such an instrument can only be used as a receipt. However a registrable instrument which has not been registered is also admissible to prove equitable interest.⁴¹

Conclusion

Registration of title however does not cure any defect to the title. The onus is therefore on the purchaser to ensure that he undertake some independent confirmation of the title and not just rely wholly on what is contained in the register without more. This is because at first registration, unless there is an objection to such registration, the registrar is expected to register any instrument presented to him. It is not the duty of the registrar to conduct indepth investigation of the root of the title which an applicant has presented to him for registration. It is therefore important for the purchaser to carry out more investigations outside what can be easily gleaned from the register.

There is the need to strengthen, modernise and improve on the laws governing registration of titles. The registrar should be given adequate powers to conduct an independent investigation of titles before registering same. This will ensure that as much as possible, only genuine titles are registered and such registration will thereafter become conclusive evidence that the person in whose name the title is registered is the actual owner of the land

³⁹ See the case of *Johnson v Onisiwo & Ors* (1943) 9 WACA 189

⁴⁰ See *Morenikeji v Adegbosin* (2003) 8 NWLR Pt. 823, p.612; *Balogun v Akanji* (1988) 1 NWLR Pt. 70, p.301

⁴¹ See the cases of *Registered Trustees of the Apostolic Faith Mission v James* (1987) 3 NWLR Pt. 61, p.556; *Buraimoh v Karimu* (1999) 9 NWLR Pt. 618, p.310; *Taiwo v Akinwumi* (1975) 4 SC 143; *Okoye v Dumez Nig. Ltd* (1985) 1 NWLR Pt. 4, p.783; *Dr. S. Isitor v Mrs. Margaret Fakorede* (2008) 1 NWLR Pt. 1069, p.602

in question. The present situation where the registrar is expected to register all registrable instruments can lead and sometimes do lead to situations where a person who is not the bonafide owner of the land can succeed in getting the title to such land registered in his name thereby depriving the actual owner of the land from enjoying the benefits of the said land.

Registration of titles should serve as adequate and conclusive notice to any subsequent purchaser of what is in the register. Where the registrar is able to ensure that only genuine titles are registered, the need for any further search of the root of title will be unnecessary, thus eliminating or greatly reducing fraud or other unwholesome dealings on real property.

There is the need to create more registration points in most of the urban centres of the states. At present, most of the states only have one registration point at the state capitals. This may discourage registration of titles where those who should register the titles to their properties feel a disincentive having to travel to the state capital to carry out this task.

Where registration is refused by the registrar for any of the reasons stated in the registration law, any amount paid for the purpose of registration should be refunded to the applicant. This is because the intention of the applicant in paying the money was for registration and where the title is not registered, the applicant should not be made to suffer double jeopardy by losing both the amount paid and the registration.