

## **Effects of Non-Registration of Deed of Assent on Family Inheritance in Anambra State: An Analysis**

### **Abstract**

As important as a Will is in man's life, the fact remains that a Will cannot in itself confer title or ownership of property (especially landed property) on a beneficiary. A Will is only a legal document that expresses how a testator's assets will be shared upon death. A Deed of Assent therefore goes further to serve the purpose of bestowing legal title to a gift created in a Will, on the named beneficiary or a third Party by the personal representatives of an Estate. However, the researcher observed that the practice of registering a Deed of Assent is unknown in Anambra State. This study is therefore aimed at examining the concept and practice of registration of Deed of Assent, (and the effects of non-registration of same on family inheritance). This is done to throw more light on the essence of amending the Administration of Estates Law of Anambra State, to include specific provisions for registration of a Deed of Assent in Anambra State. Doctrinal research methodology was adopted. The researcher consulted library-based materials (which included books, magazines, journal articles and statute books). Internet materials were also used during this research work. The researcher found that the introduction of the practice and registration of Deed of Assent in Anambra State will go a long way in reducing family rifts and decongesting our Courts of some avoidable litigations. The researcher made some recommendations amongst which, is, that the Administration of Estates Law of Anambra State 1991 should be amended to include the concept and practice of registration of Deed of Assent.

**Keywords:** Assent, Deed, Deed of Assent, Registration of Documents, Family, Inheritance

### **1. Introduction**

A Deed of Assent is regarded as a title document. Where a Deed of Assent has been duly executed in favour of beneficiaries, a third party cannot subsequently lay claims to properties that have been duly passed on the intended beneficiaries. Meanwhile, the protection and preservation of a bequest or devise does not stop at assenting to a Deed or creating a vesting Deed by Personal Representatives, Executors, or Executrix of an estate, to the beneficiaries. A further step must be taken to duly register the instrument, this is because, a Deed of Assent acquires potency and validity only when it is duly registered with the requisite authority. It is however pathetic that this all-important practice in Succession and Property Law is yet to gain its deserved popularity in Anambra State. Very much unlike Lagos, Rivers, Delta States, and other States of the Federation. The Administration of Estates Law of Anambra State 1991 has no single provision for registration of a Deed of Assent, neither does the Land Use Law of Anambra State 2004 have any section dealing with Deed of Assent or registration of same. This has, in great measure contributed to the unpopularity of the practice and registration of Deed of Assent in Anambra State. A few writers have however, attempted defining the word "assent", for example, Dadem<sup>1</sup> is of the opinion that an assent is a vesting document which acknowledges and vests in the legatee or devisee under a Will.

### **2. Assent, Deed and Deed of Assent**

An assent simply means an expression of approval or agreement<sup>2</sup>. On the distinction between consent and assent, consent may be given by individuals who have reached the legal age of consent (in the U.S. and Nigeria it is 18 years old). Assent also implies an agreement by all parties to a contract or transaction<sup>3</sup>. For example, in law of contract, an assent is mandatory to form a legally binding contract. Both parties to the transaction must have reasonably clear perception of what the whole transaction entails<sup>4</sup>. It could mean a vocal or non-vocal conduct (action) which may be construed as consent<sup>5</sup>.

A Deed cannot be written on wood, leather, cloth, or anything of that like, rather, only upon parchment or paper for easy amendment or alteration. A Deed could mean a writing sealed and delivered<sup>6</sup>. A Deed could also mean a written document which conveys land.

A Deed of Assent therefore refers to a legal document that is created as a result of a bequest of property or properties to a named beneficiary in a Will. Assent also means a document (an instrument) which the Executor or Administrator of an estate uses to transfer, or confer a legal interest in real property to a named beneficiary in

<sup>1</sup> Y Y Dadem, *Property Law Practice in Nigeria* (Jos: University Press Ltd.2018) p.399

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<sup>2</sup> <https://m.barprephero.com>> contracts Assent: Legal Definition- Bar Prep Hero

<sup>3</sup> <https://www.law.cornell.edu/wex> mutual assent| Wex| US Law| LII/ Legal Information Institute; *Zakhem Const. (Nig.) Ltd. v. Nneji* (2002) 5 NWLR (Pt. 759) 55.

<sup>4</sup> *President FRN & Anor v. National Assembly & Ors* (2022) LPELR-58516(SC).

<sup>5</sup> <http://definitions.uslegal.com/assent> Assent Law and Legal Definition |US Legal, Inc.

<sup>6</sup> B A Garner, *Black's Law Dictionary* (8<sup>th</sup> edn. USA, West Publishing co. Ltd) p 444

a Will<sup>7</sup>. An assent gives a clear definition of the extent of a beneficiary's title to an estate or property bequeathed to him through the instrumentality of a Will. It bestows ownership to an estate disposed of by a testator's Will. The rationale behind this is that, a Will does not by itself, vest title to property to a named beneficiary.

A Will only states how the fortunes of the deceased person shall devolve on his successors or beneficiaries. An assent however takes a step further to accord the beneficiary a legal title or ownership of the property bequeathed to him in the Will<sup>8</sup>. In the case of *Unoka v. Agili*<sup>9</sup>, the Court of Appeal held *inter-alia* that pursuant to section 40 of the Administration of Estates Law of Bendel State<sup>10</sup>, the real estate of a deceased person vests in the beneficiary only when the executors assent in writing to the vesting of the estate in the beneficiary. A Deed of Assent which confers other properties (save land) is not a registrable instrument because payment of stamp duty is not made on it. It must however, be registered at the land registry where the property is situated. The reason is, to notify the general public and the State of the change in ownership of the property.

### **2.1 Conditions for validity of an Assent:**

The Assent must be in written form. The transfer of a realty to a beneficiary is effected in practice, not by a deed of conveyance, but by an assent (a document in writing that operates to vest the estate or interest in the person entitled). Before now, an assent was valid if it was oral or even if it could be inferred from conduct<sup>11</sup>. This position is no longer tenable today. Where the interest sought to be transferred is a legal estate, it must appear as a Deed of Assent and in a written form.

The apex Court in *Edosa v. Ehimwenma*<sup>12</sup> has also held that a Deed (transferring title in property) is vitiated because it was unwritten. His lordships went further to restate that an interest in land cannot successfully be disposed of unless there is a written authority in that regard. The Court referred to such omission as "unfortunate". Other conditions that must be fulfilled before an assent can be regarded as a valid assent includes;

- (1) All personal representatives, executors or executrix must duly append their signatures on the Assent<sup>13</sup>;
- (2) There must be confirmation of the property in question;
- (3) The person in whose interest the Assent is made must be stated<sup>14</sup>.

A beneficiary to properties under a Will cannot maintain an action against third parties in respect of the properties without assent of the named executor(s) in the Will. In *Unoka v Agili*<sup>15</sup>, the Appellate Court held that beneficiaries to properties under a Will cannot lay claim to the properties without the vesting assent of the executor or executrix of the Will. Thus, a beneficiary cannot sue for any property devised to him or her under the Will when the said property is still vested in the executor and or executrix of the Will. This is because the real estate of a deceased testator vests on the beneficiary only when the executor and or executrix makes a vesting assent in relation to the estate. Consequently, a beneficiary cannot claim his own portion in the estate of the deceased testator until the executors have given their assent (in writing) to the vesting of the property to him. By virtue of the fact that the real estate of a deceased testator vests in the beneficiary of the estate when the personal representative of the deceased assents in writing to the vesting of the estate in the beneficiary, the beneficiary is therefore, dutybound to protect that right by all rightful means. In *Mudasiru v Onyearu*<sup>16</sup>, the appellants who are the wife and children of Gbolahan Adio Mudashiru (deceased) brought an application for joinder (as defendants) in the suit filed for registration of judgement in the Lagos State High Court, that is suit No. REJ/4/2005.

The appellants contended that the respondents were not executors of the estate and that the judgment was obtained against them personally and ought not to be executed against the estate in which the appellants were also beneficiaries. The appellants wanted to be joined so they can participate in the proceedings, to defend their interest in the estate. In its ruling of 15/1/07, the trial Court dismissed their motion for joinder. On appeal to the appellate Court however, the ruling of the trial Court on the appellants joinder application was set aside. His lordships

<sup>7</sup> <https://uk.practicallaw.thomsonreuters.com> Assent- Practical Law.

<sup>8</sup> *Muoghalu & Anor v. Muoghalu & Ors* (2019) LPELR-47257 (CA). *Iwobi v. Igwemba* (2015) LREL-40693 (CA).

<sup>9</sup> (2007) 11 NWLR (Pt.1044) 122 (CA)

<sup>10</sup> Cap 2, Vol. 1, Laws of Bendel State, 1976 as applicable in Delta State.

<sup>11</sup> E H Burn, *Modern Law of Real Property* (13<sup>th</sup> Edn. London: Butterworth & co. publishing co. Ltd. 1982) p.752;

<sup>12</sup> (2002) 5NWLR (Pt. 1823) 215

<sup>13</sup> *Unoka v. Agili, Supra*

<sup>14</sup> Section 40(4) of the Administration of Estate Law of Lagos State 2015

<sup>15</sup> *Supra*

<sup>16</sup> (2013) 7NWLR (Pt1354)423

further held that the appellants are entitled to file an action (or be joined in an existing suit), to enable them protect their rights timeously, from any form of incursion whatsoever.

### 3. The Concept of Registration of Instruments/Documents

Registration of interests, particularly of those which are least likely to appear in a routine investigation of title is the major solution to problems that are associated with non-registration. If there exists a legal interest in a property, then the successor (or an innocent purchaser) will be bound by it. If it is equitable, the owner may lose it to a purchaser without notice<sup>17</sup>. Registration of title documents creates an easy and safe means of keeping records of affairs relating to real or personal properties. Registration could be of Instruments or Titles. For the purposes of this work, we shall focus on the Registration of Instruments. One major characteristic of the registration of instruments is that it basically relates to instruments<sup>18</sup> affecting land and other realties in Nigeria. To promote the registration process, a Lands Registry is established in every State of the Federation. This Lands Registry is headed by a Lands Registrar who is dutybound to register and keep record of all Instruments affecting land in the State<sup>19</sup>. A registrable Instrument is defined as:

“A document relating to land whereby a party grants, limits, confers, extinguishes in favour of another party, any interest, title to, or right to land...”<sup>20</sup>.

The Supreme Court relied on section 37 of the Land Instruments (Preparation and Registration) Law, in *Benjamin v Kalio*<sup>21</sup> when it held that a land instrument means a document relating to land in Rivers State whereby one party (the grantor) conveys, limits, confers, or extinguishes in favour of another party (a grantee) or purporting to grant, any title, right, or interest in land in Rivers State.

In *Etajata v Ologbo*<sup>22</sup> the apex Court in quoting section 2 of the Land Instrument Registration Law of Bendel State (which also applies in Delta State), noted that instrument means a document relating to land in the State whereby one party grants, confers, limits, transfers, extinguishes in favour of another party any right or title to or interest in land in the State.

The word instrument as it relates to writing has a broad meaning. It includes documents affecting the pecuniary position of parties, even though legal rights or liabilities are not created therefrom. It also refers to a document which establishes some legal or equitable rights or liability<sup>23</sup>. In *Abu v Kuyabana*<sup>24</sup>, the Appeal Court was faced with determining what qualifies as a land instrument and it held as follows;

‘... by virtue of section 2 of the Land Registration Act, Cap 515 Laws of the Federation of Nigeria, 1990, a document is a land instrument if: (a) it affects land; or (b) it confers, transfers, limits, charges, or extinguishes in favour of another party any right or title or interest in land; or (c) it is a certificate of purchase; or (d) it is a Power of Attorney under which an instrument may be executed. In the instant case, the Power of Attorney granted to the appellant does not confer any power on the donee to execute any instrument in respect of the donor’s land..., in the circumstance, it is not a land instrument...’

Once a document appears to confer or transfer title in land or howsoever described, it becomes an instrument that must be registered. Where the document does not confer title in land, it need not be registered<sup>25</sup>. There are certain instruments affecting land that ought to be registered. These instruments include (but are not limited to) Deeds of Assent or Deeds of Conveyance, appointment, or discharge of trustees. The appellate Court was very emphatic in *Ibrahim v Osunde*<sup>26</sup> when it stated that under section 20 of the Land Instrument Registration Law of Bendel

<sup>17</sup> C Harpum, *et al The Law of Real Property* (6<sup>th</sup> edn. London, Sweet & Maxwell Ltd., 2000) p. 117

<sup>18</sup> Pursuant to Land Instrument Registration Law of Lagos State 2015, s. 2 and that of Anambra State 1991, an instrument is defined as a document affecting land in Anambra State whereby one party (grantor) confers, transfers, limits, charges or extinguishes in favour of another part (grantee) or purporting to do so, any right or title to an interest

<sup>19</sup> Land Instrument Registration Law Cap 58 Laws of Lagos State 2003, s. 3. There are also other similar provisions contained in the Laws of other States in this respect.

<sup>20</sup> Land Instrument Registration Law Cap.L58 Laws of Lagos State 2003, s. 2

<sup>21</sup> (2018) 15 NWLR (Pt. 1641) 38

<sup>22</sup> (2007) 16 NWLR (Pt. 1061) 554 SC; *Ogun Asemah* (2001) 4 NWLR (Pt. 756) 208

<sup>23</sup> Administration of Justice Act 1969, s. 22

<sup>24</sup> (2002) 4 NWLR (pt. 758) 599

<sup>25</sup> *Orianzi v Ag. Rivers State* (2017) 6 NWLR (Pt.1561)224 SC.

<sup>26</sup> (2003) 2 NWLR (Pt.804) 241 CA

State<sup>27</sup>, an Instrument affecting land includes a discharge of trustee or deed of appointment which contains some express or implied terms.

In the former Western Nigeria, pursuant to the Law regulating land Instrument Registration, registrable Instrument included “an estate contract and a deed of appointment or discharge of trustee containing estate expressly or impliedly, a vesting declaration and affecting any land to which section 27 of the Trustee Law extends”<sup>28</sup> The most important factor in the construction of an instrument presented for registration is the content of the said document or instrument and not necessarily the form<sup>29</sup>. A purchase receipt which does not transfer title to land, but merely acknowledges payment for a transaction is not registrable. However, by virtue of the Law regulating Property and Conveyancing, as applicable in Oyo, Ondo, Ekiti, Ogun, Osun, Edo, and Delta States of Nigeria, and under the property legislation which applies in the various States in Nigeria, a mortgage of money receipt is registrable<sup>30</sup>. An Instrument that effects division of land and other properties (including a Deed of Assent) is registrable, if title is transferred therein.

Outside the former Western States of Nigeria, a contract agreement relating to title to land is generally not registrable but a mortgage agreement (which refers to land) is registrable under the Land Instrument Registration Laws of various States of Nigeria<sup>31</sup>. A Power of Attorney on the other hand, is registrable if an interest in land is specifically referred to therein. For example, a Power of Attorney that provides that a named donee can enter into any arrangement or agreement with any person with respect to the donor’s land, including exchange or sale of the whole land or a portion of it, and where it provides that in the event of such sale or exchange, a Deed of Assignment shall be executed by the donor, such Power of Attorney is a registrable Instrument within the meaning of the Law<sup>32</sup>.

A registrable instrument that is presented for registration must be accompanied with a detailed description of the land on a survey plan of the said land<sup>33</sup>. A survey plan is however not compulsory if the instrument is a Power of Attorney.

A certified true copy of a registered instrument, is admissible in evidence without further proof of same in any proceedings in Nigeria<sup>34</sup>. Where a document has been duly executed, subsequent repudiation by any of the parties to the execution shall not have any adverse effect on the registration of the said document<sup>35</sup>.

Before now, the law was that an unregistered, but registrable instrument is not admissible in evidence as proof of a transfer of an interest in land. It can best suffix as evidence of payment sum for the transaction.

This issue of admissibility of registrable instruments became an issue of controversy in the case of *Benjamin v Kailo*<sup>36</sup>, where the apex Court held that a registrable land instrument not registered in line with the Law<sup>37</sup>, is rendered inadmissible in evidence. The Court further held that such document shall be liable to be expunged from the record of the Court, if it is erroneously admitted in evidence.

<sup>27</sup> Cap 81, Laws of Bendel State 1976

<sup>28</sup>. Land Instrument Registration Law Cap.56 Laws of Western Nigeria 1959, s. 2; *Ibrahim v. Osunde* (2003) 2NWLR (Pt. 802) 241.

<sup>29</sup> *Ogbimi v. Niger Construction Ltd.* (2006) 4 SC (Pt. 1)110.

<sup>30</sup> Property and Conveyancing Law Cap.100 Laws of Western Nigeria 1959, s. 135; Property and Conveyancing Law Cap 100 Akwa Ibom State 2000, s. 132; Property and Conveyancing Law Cap122 Bauchi State 2006, Property and Conveyancing Law Cap P10 Kwara State 2007; Property and Conveyancing Law Cap114 Kebbi State 1996, s.134; Property and Conveyancing Law Cap 114 Sokoto State 1996.

<sup>31</sup> For example, proviso to the Land Instrument Registration Law Cap 72 Laws of Eastern Nigeria 1963, s 15; Land Instrument Registration Law Cap L58 Laws of Lagos State 2003; and proviso to the Land Instrument Registration Law Cap 56 Laws of Western Nigeria 1959, s. 16.

<sup>32</sup> *Uzoech v. Alinnor* (2001) 2 NWLR (Pt.696) p.203

<sup>33</sup> Land Instrument Registration Law Cap L58 Laws of Lagos State 2003, s. 9 and corresponding provisions in other States.

<sup>34</sup> *I.B.B Ltd. v. Sulaiman* (2023) 10 NWLR (Pt. 1891) 143 para.2, *Badamasi v. Badamasi* (2014) ALL FWLR (Pt. 746)p. 480 CA. at 494; *Okoroafor v.Udensi* (2014) 15 NWLR (Pt. 1431) p.487 at 500; *Dr S.U. Isibor v. Fakarode* (2007) LPELR-CA/K/8/05; *Adelaja v. Alade* (1999) 4 SC 9Pt.1) 81; *Tewogbade v. Obadina* (1994) 4SCNJ 161 at 186

<sup>35</sup> *ibid*

<sup>36</sup> (2018) 15 NWLR (Pt.1641)38

<sup>37</sup> Cap. 74, Laws of Rivers State, 1999.

The apex Court however took a different (and perhaps a better) position in *Anagbado v Faruk*<sup>38</sup>, when it held that a piece of evidence that is admissible under the Evidence Act cannot be rendered inadmissible in evidence by any State Legislation. His lordships at the Court of Appeal also toed this line in the case of *Adereti & Ors v Oke*<sup>39</sup>. In other words, once a document meets the criteria for admissibility, it shall be admitted in evidence, whether it is registered or unregistered. The remaining issue is the probative value (if any), that the Court will accord such a document.

Where registration is a statutory requirement, the act of registering a title document does not validate or cure any defect in the title of such grantee. In the case of *Obanigba v. Abibu*<sup>40</sup>, the Court of Appeal held that where a person *ab initio* has an invalid title to a property, the registration of the invalid title is not sufficient to confer on the registered owner any legal estate in the property(land). His lordships went on to hold that such registration does not avail him against a better title.<sup>41</sup>

There are however other categories of documents that do not require any form of registration. These include; documents evidencing transactions under native law and custom. The Court of Appeal has stated in the case of *Timothy v Fabusuyi*<sup>42</sup> that documents evidencing transactions made under native law and custom do not require registration. In *Olanrewaju v Ogunleye*<sup>43</sup> the Supreme Court held that a mere memorandum evidencing a transaction under customary Law and creating a customary Law tenancy is not a registrable instrument within the meaning of the Law.

Where the requirement for registration is paramount, there are people who have the responsibility to ensure that the estate is registered. They include the legal owner of the estate, his beneficiary, or his successor in title<sup>44</sup>.

#### **4. Effect of Non-Registration of Deed of Assent on Family Inheritance**

It is worthy of note that a land instrument can only confer an equitable title before registration. A document that is a land instrument confers legal title to the property after registration of same<sup>45</sup>.

The apex Court has held in *Benjamin v Kailo*<sup>46</sup> that a registrable land instrument not registered in line with the Law<sup>47</sup>, is rendered inadmissible in evidence. The Court further held that such document shall be expunged from the record of the Court if it is erroneously admitted in evidence. His lordships at the apex Court however, took a different view, which appears to be a better one, in *Anagbado v Faruk*<sup>48</sup>, when it held that an unregistered document that passes the test of admissibility, according to the provisions of the Evidence Act is admissible in proof of a transaction.

His lordships at the Supreme Court in *Abdullahi v Adetutu*<sup>49</sup> also noted that a registrable instrument will be admissible in evidence if it is tendered to show that there was a transaction between one party and another. In reemphasizing this principle of law relating to issue of an unregistered document rendered inadmissible by a State Law, but admissible under a Federal Law (the Evidence Act), The Court of Appeal in its latest decision in *Adereti & Ors v Oke*<sup>50</sup> restated the position of the apex Court in *Anagbado v Faruk*<sup>51</sup>, to the extent that admissibility or inadmissibility of an unregistered registrable instrument will depend on the intension for admitting same. The implication of the Appellate Court's decisions in *Adereti & Ors v Oke*<sup>52</sup> and *IBB v Sulaiman*<sup>53</sup> is to the effect that

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<sup>38</sup> (2018) LPELR-44909

<sup>39</sup> (2024) LPELR-61523(CA)

<sup>40</sup> (2021) 3 NWLR (Pt.1762) 84; *Din v. AG Federation* (2004) 12 NWLR (Pt.888) 459.

<sup>41</sup> Cap. L58 Laws of Lagos State, s. 25; Cap 75 Laws of Anambra State 1991, s. 24 and other corresponding provisions in other States.

<sup>42</sup> (2013) 1NWLR (Pt.1335) 379

<sup>43</sup> (1997) 2 NWLR (Pt.485) 12

<sup>44</sup> Land Registration Act 2002, S.6(1)

<sup>45</sup> *Comm., L.&H., Kwara State v Atanda* (2007) 2NWLR (Pt.1018) 360S

<sup>46</sup> (2018) 15 NWLR (Pt.1641)38

<sup>47</sup> Cap. 74, Laws of Rivers State, 1999.

<sup>48</sup> (2018) LPELR-44909

<sup>49</sup> (2020) 3NWLR (Pt.1711) 338

<sup>50</sup> (2024) LPELR-61523(CA)

<sup>51</sup> (2018) LPELR-44909

<sup>52</sup> *Supra*

<sup>53</sup> (2023) 10 NWLR (Pt. 1891) p 143.

an unregistered document can in fact be pleaded and admitted in evidence, so long as it is aimed at establishing the existence of a transaction.

Therefore, the effect of a non-registered Deed of Assent, or any document for that matter, is that it cannot confer a legal title on the holder<sup>54</sup>. So that a holder of such unregistered document may just be in possession of ordinary pieces of papers.

## **5. Conclusion**

The importance of a Deed of Assent in the life of man and even upon his death is indispensable. Most importantly, is the fact that the benefits arising from the registration of this document titled Deed of Assent cannot be overemphasized. Aside from the affirmation of the apex Court and the Appeal Court in a plethora of cases, to the effect that though an unregistered document which passes the test of admissibility is admissible in evidence, however, a registrable but unregistered document cannot be tendered to prove title to a property. Some other benefits that inures from registration of a Deed of Assent includes the preservation of peace and unity amongst family members upon a testator's death. Registration of Deed of Assent also provides an easy means of accessibility and verification of title to a property (thereby protecting the interest of the present or future purchasers), by so doing, litigations (on family properties) could be averted and the cause lists would be decongested of avoidable cases in Courts.

It is however pathetic that despite these numerous benefits and more, the enabling statute that provides for testate and intestate succession in some States like Anambra State, which is the Administration and Succession (Estate of Deceased Persons) Law of Anambra State, has no specific provision for registration of Deed of Assent in Anambra State, this is notwithstanding the general definition of a registrable document, by the Land Instruments Registration Law. It is however the view of the researcher that this non-inclusion and other factors have contributed to the unpopularity of the practice of registration of Deed of Assent in States like Anambra State.

## **6. Recommendations.**

The researcher hereby makes the following recommendations;

### **6.1. Amendment of the essential Legislations in this regard:**

The Law makers should amend the Laws that regulate succession to properties of a deceased persons in Anambra State, to include the provision for registration of Deed of Assent.

### **6.2. Judicial disregard of unregistered document:**

The judges sitting in our Courts are urged to disregard and lend no credence to any unregistered document which appears in the form of a Deed of Assent.

### **6.3. Public enlightenment of citizens on the need for registration of Title documents:**

The government officials at the Ministry of Lands are also encouraged to carry out more sensitization programs on the need to register some of these documents, instead of always looking for means to collect tips from individuals who come to the Land Registry for one thing or the other. Furthermore, lawyers who prepare these Deed of Assents for their clients are also advised to school their clients on the need to register the said document with the Land Registry.

### **6.4. Government reduction of official fees that are payable upon registration of title documents:**

Anambra State Government is urged to reduce fees payable on every document especially in the form of a Deed of Assent which is presented for registration. This is because, our people like tax evasion and for that reason, they will naturally elect not to register a document that requires registration, in a bid to avoid paying any fee attached to it.

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<sup>54</sup> *Agbodike v Onyekaba* (2010) 14 NWLR (Pt.722) 576.