

1. Which government authority in your country has primary responsibility for the regulation of aviation and the registration of aircraft?
Nigerian Civil Aviation Authority (NCAA)
2. Can foreign-owned aircraft be registered on your national aircraft register, for example when leased to an airline based in your country?
Yes.
3. Are there any limits/restrictions on the age of the aircraft that may be registered or operated in your country?
Yes. The age limit for aircraft used for commercial passenger transportation is fixed at 22 years. No limit is placed on other categories such as cargo planes and private jets.
4. Who is entitled to have their interests recorded on your national aircraft register?
Owner, Lessor, Financiers, Lien Holder(s)
5. Would a mortgage governed by a foreign law over aircraft and/or engines be recognised in your country?
Yes
6. To be recognised under your laws, must a lease or mortgage over an aircraft and/or engines be in a particular form or language, are there any special terms that it must contain and/or must it be registered or filed anywhere?
The Lease or Mortgage must be in writing in the English language and duly executed by the parties. If in any other language it must be translated to English.
7. If an engine owned by a third party is installed on an aircraft, would your country's law treat that engine as being subject to the same ownership as the aircraft itself? In other words is there a risk that by physical installation, the engine owner loses its title to the engine or that the engine becomes subject to any mortgage which exists over the aircraft on which it is installed? Would a nameplate fixed on the engine, confirming its separate ownership. Make any difference?
A presumption would be created that the engine is subject to the same ownership as the aircraft. The presumption is however rebuttable by actual proof of ownership in the form of engine sale agreement, bill of sale or lease agreement that would determine its true ownership. A nameplate fixed to an engine would afford additional evidence of its separate ownership.
8. Has your country ratified and brought into force any of the following aviation related conventions: 1944 Chicago Convention, 1948 Geneva Convention and 2001 Cape Town Convention (with its Aircraft Equipment Protocol)?
Yes
9. Does the local civil aviation authority provide assurances to lessors and financiers as to prompt deregistration of the aircraft (for example the IDERA under the Cape Town Convention)?
Yes

10. Are powers of attorney from a local airline in favour of a lessor or mortgagee likely to be effective to allow the lessor or mortgagee to deregister the aircraft? Can such powers be irrevocable, be governed by a foreign law and/or do they need to be in any particular form for local recognition?
Yes. Powers of attorney from a local airline in favour of a lessor or mortgagee should be effective to allow the lessor or mortgagee to deregister the aircraft. They can be irrevocable. If executed by a limited liability company must bear the seal of the company and the signature of a director and that of the company secretary. It should be stamped.
11. Are there any charges which would have to be paid before an aircraft can be deregistered from your national register (e.g. local air navigation fees)?
Yes
12. Would courts in your country generally uphold a choice of law and jurisdiction clause in an aircraft lease or loan document entered into between commercial parties?
Yes
13. If the lease is terminated for lessee default, would the lessor be entitled to repossess (by taking physical possession) of the relevant aircraft or engine or does it need the prior permission or order of a local court or agency?
If the lease is terminated for lessee default, the Lessor would be entitled to take physical possession. Where Lessor is denied access by the lessee, an order of a court would be required.
14. In clear cases of a lessee default is there an effective summary procedure or interim relief available in your courts allowing lessor prompt repossession of the aircraft? Would security be required to avail of such process?
The interim reliefs covered in Article 13 of the Convention on International Interests In Mobile Equipment (Cape Town Convention) would be available to the Lessor. Lessor would be required to post a security as is necessary to protect the interested persons in the matter.
15. What is the procedure for a lender to enforce a mortgage over the aircraft or engine in your country when the borrower is in default? For example must the aircraft be sold by the court or can the lender itself take possession and arrange a sale?
The lender can take possession and arrange a sale when the borrower is in default. In the event of any resistance by the borrower, a court order would be required.
16. Do the courts in your country have experience of repossession / foreclosure action involving aircraft? If so, please provide some details and indicate the time such proceedings generally would be expected to take from start to finish.
Yes. Courts in Nigeria have experience in repossession / foreclosure action involving aircraft. It is not possible to indicate with any degree of certainty the precise time such proceedings will take as different cases have presented diverse factual complexities.
17. Where an aircraft is leased to (i.e. not owned by) the airline operating it, can that airline create liens or encumbrances over the aircraft for example if it fails to pay suppliers, airport charges or maintenance providers? If so, would the existence of any such liens (e.g. in respect of unpaid airport charges) prevent an owner or mortgagee from repossessing the aircraft?
Yes. Where an aircraft is leased, the airline operating it can create liens or encumbrances over the aircraft which could prevent an owner or mortgagee from repossessing the aircraft.

18. Are there any circumstances under your country's laws where a non-operating lessor, owner or a mortgagee could be held liable for damage caused by the aircraft whilst operated by an airline even if there is no fault on the part of lessor, owner or mortgagee?
Yes but S.49(3) of the Civil Aviation Act 2006 protects an owner leasing an aircraft to a third party where no pilot, commander, navigator or operative member of the crew of the aircraft is in the employment of the owner.
19. Are there any legal requirements in relation to insurance and/or reinsurance of an Aircraft registered in or operated to/from/within your country? For example is there a minimum liability insurance amount required and must some or all of the cover be taken out with local insurers?
Yes. The insurance will be placed with local insurers who would reinsure in the international market through international brokers.
20. Are there any other specific issues arising under your country's laws that you feel a lessor or financier of aircraft or engines ought to be aware of when considering whether to lease or finance an aircraft to be based or registered in your country?
Nigeria has effectively domesticated the Geneva Convention and the Cape Town Convention by incorporating these Conventions into the Nigerian Civil Aviation Act 2006.