AMBO UNIVERSITY DEPARTMENT OF LAW

INTRODUCTION TO LAND LAW

General overview and definition of property

- Land law is regulated by civil code which regulates property in general (general land law) and other proclamations and regulations which are specific laws (special land laws) applicable to land law and policy.
- The term property has a variety of uses. In ordinary English, it refers to **ownership or title**. Furthermore, in its broad sense, **property means everything that has material or moral value for human beings** beginning with their own body, reputation, and freedom to think and act.
- However, **in its narrower and proper legal sense, property may be defined as an exclusive right to control, use, transfer… an object or a thing of economic importance and its fruits, exclude all other persons** from its use and enjoyment and the follow the thing and its fruits in the hands of any person who might have unlawfully taken it.

Property, Ownership, and the metaphor of Bundle of rights

- what is ownership? Bryn Perrins in his book, *Introduction to Land Law,* defines property simply as “ownership.” The word is derived from the Latin *proprius,* meaning one’s own.
- Ownership is defined as a widest right that includes the right to use, enjoy the fruits and dispose the property in a legal manner. Therefore it is on property on which a person will exercise ownership right.

Classification of property

- Generally property can be classified as corporeal and incorporeal, movables and immovable, real and personal property. (Corporeal are those that have material existence while incorporeals are those that do not have material existence. Movable property r those types of property that move by them selves or help of others while immovable's r those that cannot move by themselves (Under Ethiopian civil code land and building r regarded as immovable’s). On contrary personal property r those property on which personal rights are exercised against specific person while on real rights a person can invoke his rights on property against any person who infringes his right. For instance claim for performance of contract is personal while claim for ownership over a property is real right.

Q) Why classification of property is needed? B/c social and economic significance attached to property are not the same, and also classification into different categories enables legislators to develop special rules relating to those types of property.

Intrinsic element of things

- Art 1132 of the Civil Code defines intrinsic elements of goods as things, movable or immovable, which are regarded by custom as **forming part of a thing, or which is materially united to a thing and cannot be detached there from without destroying or damaging such thing**. For instance, a hay-tucker attached to a tractor may be considered by farmers as forming part of the tractor /custom of the farming community/. A house in a farm may also be considered as forming part of the land (custom). Trees and crops are considered as intrinsic elements of land until they are separated there from or until a contract for their separation is concluded.

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- **The treatment of things as intrinsic elements other things will have the following effects.**

A. Rights on or dealings **relating to the principal thing shall include the intrinsic elements** unless the parties have agreed expressly that such right or dealings shall not apply to them. For instance, a contract of sale of a land rights or mortgage of a land shall include the houses and trees that are considered as its intrinsic elements, unless the parties have expressly agreed that the sale or mortgage relates only to the principal and not to the intrinsic elements. Art 1132/1/

B. A **thing that becomes an intrinsic element of another thing ceases to exist as a distinct movable thin**g. For instance, a water pipe fitted in a building or a newly bought windshield glass fitted to a vehicle ceases to exist as a separate thing or object of property.. See Arts 1134 and 2162-2163 of the Civil Code.

Theories of property

A. Occupation theory

- In the beginning of the world The Creator gave to man dominion /ownership/ over all the earth and over the fish of the sea and over the fowl of the air and over every living thing that moves up on the earth. This is the only solid foundation of man's dominion over external things. Property simply came into existence after individuals began to occupy naturally given property.

B. Labor theory/ Entitlement theory

- John Locke argues that natural reason tells us that men, being once born, have a right to their preservation, and consequently to food, drink, and such other things nature affords for their subsistence. Revelation, when giving an account of those grants God made of the world to Adam, and Noah and his sons, states that God has given the earth to humankind in common. How men have come to have property in several parts of that which God given to humankind in common?
- It is this labor **that puts a distinction between those that are** appropriated and those which are common. In other words, the difference between things owned privately and those, which are commonly owned by all human kind, lies in the fact that ones labor has been added to on. Hence, ''The necessity of private property results 'from the conditions of human life, which require labour and some material on which it may be exercised.' property is the result of individual labor.

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C. Positivist (social contract theory)

- Property and law are born together and die together. Before laws were made, there was no property; take a way laws, and property ceases. Similarly, E. Jenks argues that private **property is a creation of the state** and achieved only after a long struggle with the clan. If we consider as the essential characteristics of private property, the right to exclude others, the right to charge the thing for a debt, to alienate or leave by will, it is true **that the state has provided the machinery by which these rights are enjoyed.** However, this theory is criticized on the ground that the state and private property are the results of the same social and economic forces and we can hardly say one is the creation of the other. John Locke argues that the state is the result of a social contract in which the society transferred some of their rights to the state for the purpose of protection their rights including the right to property.

D. Utilitarian theory

- It is relatively a modern theory takes the position that property arose because of its **utility**. 'Who would care to save and renounce immediate enjoyment, if he could not reckon on further enjoyment?

Anti property argument

- **Marxist Theory-** According to the communists, the history of all societies in the world is the history of class struggles between the slaves and freemen, feudal lords and serfs or vassals, the bourgeoisie and the proletariat. These struggles are always between those who control the means of production and those who do not and hence that have to depend on the former for their livelihoods by selling their labor. These relations were not always based on equal or even fair exchange of labor and wages or other form of payments. The slave's labor was freely exploited, the serf /vassal was forced to toil for a meager reward and the products of his labor taken away by the feudal lord and the proletariat receives a wage that does not cover the bare minimum of his needs. In effect private property served and is serving as a means of exploitation of the slave by the slave owner, of the serf/vassal by the landowner of the proletariat by the bourgeoisie. Hence, private property is the evil that has to be abolished. Please read the following excerpt from the Communist Manifesto.

Land significance and ownership

- Land is the foundation for economic and social activities of z people. In economics it is regarded as one of the four agents of production.
- ***Scope of ownership includes (Land…includes*** *not only the ground, or soil, but everything that is attached to the earth, whether by course of nature, as are trees and herbage, or by the hands of man, as are houses and other buildings. It includes not only the surface of the earth but every thing under it and over it. Thus in legal theory, the surface of the earth is just a part of an inverted pyramid having its tip, at the center of the earth, extending outward through the surface at the boundary lines of the tract, and continuing on upward to the heavens.*

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- **Right of ownership** is the widest and the ultimate property right that may be had in relation to things or objects. The rights of an owner include;
  - The **right of use and enjoyment**, which includes the right to determine to what type of use the object may be put, to deal with the fruits of the thing as he likes, and even the right to destroy the thing or its fruits. See Arts 1205/1/ and 1270-1271 of the Civil Code.
  - The **right of possession** that includes the right to exclude others. Property right is essentially a guarantee of the exclusion of other persons from the use and handling of the thing over which the right is exercised and the right to reclaim it from the hands of another. See Arts 1204, 1148 and 1149 of the Civil Code.
  - The right to **transfer the thing and its fruits for consideration** or **gratuitously** which could be intervivos / while the owner is alive / or mortis causa/ up on his death/ and the right to charge them as security (mortgage or pledge). See Arts 1205/2/ and 3049/2/ of the Civil Code.
  - The right **to leave or abandon the thing or its** fruits at will. See Art 1189 of Hence it includes of the **uses, fructus and abuses aspects**. **The above rights are subject to restriction either by agreement or the law.**

Acquisition of ownership

- For systematic purposes, a distinction is made in **civil law jurisdictions** between **original** and **derivative** acquisition.
- **Derivative Acquisition**; Refers to the mode of acquisition right of ownership through **transfer from one person to another**. It is a mode of acquisition in which the right of the transferee is dependent on the right of the transferor. Hence, the governing principle here is that no one can transfer a better title or right than he has, and where the transferor is not an owner or if his right is defective, the transferee will not acquire right of ownership or will acquire a defective right. **Derivative acquisition may result from contracts such as sale and donation/ Arts 2266-2426 and 2427-2470 of the Civil Code respectively or from the will of a deceased person/ testate succession/ or the operation of the law, in cases of in test**ate succession/ Arts 826-1125 of the Civil Code/.
- **Original Acquisition;** This mode of acquisition involves **the creation of new property a right, which is independent of any preexisting rights over the same thing**.**This mode of acquisition of ownership includes occupation, possession in good faith, accession and usucaption/ acquisitive prescription.**

Forms of ownership of land

A. Private ownership (land owned by private individuals.
B. Communal ownership of land (land commonly owned by community/village
C. State or public ownership (land owned by the state or government (Example forest land in Ethiopia, public domain (1445 of civil code) in Ethiopia).
D. Joint ownership (it is a type of ownership of land by two or more persons in which each owns undivided interest in the whole
E. Common ownership (Property owned in common by husband and wife each having an undivided one-half interest by reason of their marital status

Land legislations (Laws regulating land)

A. The civil Code (which regulates property, public domain, servitude, usufruct, registration of immovable's)
B. Real property legislation
C. Planning and building legislation (civil code 1535 ff, condominium proclamations and etc)
D. Environment, forest and cultural heritage legislation (proclamation

Subject of land law & main questions of land law

- The subject of the land law is the real property (right in rem). The main questions while evolving around the object of the lnd (the real property are z following;-

a) Meaning (definition of real property)
b) Mode of transfer of real property
c) Issues concerning mortgage and antichreses
d) Rules granting right to users (servitude)
e) Rules regarding protections against third party claims
f) Issue regarding lease

Chapter Two
History of Tenure system in Ethiopia

Pre 1974 land Tenure system (Northern part)

- The land holding system was generally a customary one in that **there are no written laws** which govern the holding system. A historical review of the land holding system of the feudalistic Ethiopia reveals that all land was **owned by the king**. Other private people, family or the church derived their claim to the land from imperial land grants, otherwise known a ***gults***. Hence, land was predominantly owned or possessed by a few landlords, the Church, and sometimes individuals, especially in the north.
- Based on historical and political factors, the land tenure system in the **northern and southern parts** of the country were different. In the north, from time immemorial land had been owned based on a **lineage system**. This land once entered in to the hand of individuals by way of grant, or inheritance etc continues to remain within the family. This was called ***rist***. It signified the usufructuary rights enjoyed under the kinship system. All land so held was considered to be held by hereditary right, because the holder was *ipso facto* a descendant of the ancestral first holder.
- ***Gult* lands were lands derived by imperial grants and unlike *rist* lands, which were not subject to sale and exchange, *gult* lands were sold and donated freely.**

Cont’d (southern part)

- The pattern of land allocation in the southern territories is incorporated into the empire by Emperor Menelik II. The pattern introduced the ***gult* system** in the 19th century, following Menelik’s expansion to the region. From the 1870’s under Menelik to the 1970’s under Haileselassie, the crown alienated land which was occupied by local tribes in common. It was distributed to members of the imperial family, the clergy, members of the nobility, Menelik’s generals, soldiers, and local agents of the state. Unlike the condition in the north, here most of the land was occupied not by peasants, but by the people of the upper ruling class. These people, by means of land grants, became absolute land owners. This kind of land ownership system was called *gult*. Peasants on such land became tenants (*gabar*) of the grantee and paid rent in addition to the usual taxes and fees. After the Second World War and the expulsion of the Italian forces from Ethiopia, Emperor Haileselassie also continued this process.

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- By way of summary, it can be said that although there were different practices in the country the basic point is that ***gult* was a grant of land to individuals and the church for some service rendered to the king**. The gult land usually encompasses of large area of land and balagult prefers to put tenants on the land, through time become restägnä. The gultägnä on the other hand has the right to be an administrator, tax collector and adjudicator over the people in his gult land.
- Rist system is on the other hand a system which may be acquired **either by royal grant to individual person and the land continues to be cultivated by is descents**, or by being ristägnä or tenant in some bälägult’s land and continue to benefit on the land.

Urban Land tenure system

- Urban land is subject to private ownership until Derg regime. Different legislations were enacted enabling land to owned privately. But the practice reveals that, it is those that loyal to regime that wons the land.
- Dertg after coming into power come with the slogan "**land to the tiller**". Following its assumption of power, the Derg had undertaken fundamental changes to the Ethiopian socio-economic and political arrangements. Among the many radical measures, **the land reform proclamation** of February 1975 was said to be the predominant one. Cited as Proclamation No. 31 of 1975, it was a proclamation providing for the "**public ownership** of rural lands" and generated a great deal of support for the regime, especially from the peasantry population. This is because the land had in essence been given to the tiller. **All tenants or hired labourers had acquired possessory rights over the land they tilled**. At one stroke, the law abolished all forms of landlordism and tenant-ship, and thereby liberated tenants from any kind of serfdom or payments of rent or debt to the previous land owner (article 6(3)).
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- This proclamation transferred all land privately owned by landlords, peasants, organizations, the church, and so on to public ownership and prohibited all forms of private ownership henceforth. Large scale farms operated by private individuals or organizations had been either **distributed to peasants or transferred to the ownership of the state (art.7)**. The law also denied any form of compensation for the land and any forests and tree-crops thereon, while providing that fair compensation should be paid for movable properties and permanent works on the land. (Art.3) It should be noted that peasants had only usufruct rights over the land. The law specifically prohibited transfer of land by way of sale, exchange, succession, mortgage, antichresis, lease or otherwise, except that inheritance was possible for one’s spouse

Land policy after Derg regime

- When the present constitution came into the picture in 1995, it has made no major changes to the previous land tenure system. There are no fundamental differences between the legal framework of the *Derg* and the present government on **rural land issues**. In practical terms, there are more similarities in land administration between the two regimes than differences.
- Even though the new government adopted a free market economic policy, it has decided to maintain all rural and urban land under **public ownership.**

Land legislations under current regime

- The major land legislations are:-

1. FDRE constitution
2. Lease proclamation (721/2004)
3. Rural Land Administration and Land Use legislations. (States have their respective rural land legislations now days).

Chapter Three
Leasehold

- **Lease** is defined under proclamation 721/2004 art 2(1) as a contract of the use of land tenure for a definite period of time. here are three essentials for a legal lease: the tenant must have exclusive possession, the duration of the term must be certain, and the legal formalities must be satisfied.
- Definition of lease both under civil law and common law legal system has the following similarities; its source is contractual, it transfers the use and occupancy right, the transfer is for consideration (lease fee payment) and lease grants personal rights not real rights that includes mortgaging.
- Lease is another means of land holding system. It is a means of income and hence can contribute to the GDP of a country. **(Lease use and purpose).**
- Lease of land in Ethiopia, can be classified generally into housing, urban land (ground land lease) and rural (agricultural) land lease.

Lease of house (Tenancy)

- The housing here can be of two types residential or commercial. In countries where the real property market is flourished these are very common systems of conveying one's house to another renter. Yet for public purpose and social welfare reasons most counties in the western world **regulate the ceiling of rent that should be paid** for a residential house.
- In Ethiopia, there are two systems of rental: **private and public**. The government owns a lot of urban houses after it nationalized them using Proc. 47/1975, a proclamation to provide for the ownership of urban land and extra houses. The Rental Agency administers these houses. It puts a regulated and mostly fixed rate of rent for its tenants. On the other hand, private owners of residential and commercial houses **are at liberty to put the market** price for rent. This is a contract that is totally controlled by the civil code. In this section a discussion will be made based on the civil code tenancy provisions (2896-3018).

General Principles of lease

- Lease has the following general principles.

1. Lease of immovable is a contract(essential conditions for existence of valid contract must be complied with)
2. Lease provides an interest to the lessee (grants rights but an exception is that of expropriation for public use)
3. Lease has a duration (definite or indefinite.

Refer also art 4 of proclamation 721/2004

Rights and obligation of parties

A. Obligation of lessor

1. Delivery of property and warranty of peaceful enjoyment. (2900 and 2911 of civil code, 2912-2915). If the lease has a defect (not apparent defect) at the time of conclusion of contract, the lessee may claim cancellation of contract and compensations for the damages sustained. Peaceful enjoyment here is about avoiding **personal interference** and protection from illegitimate claims.

- **Note:** is a cracking on the wall which is visible apparent? What about a licking roof? Or noisy neighborhood? What about a wall that sends electric vibrations and currents?
- **Comment**: generally speaking the lessor has the duty to inform all about the defects, if any. If one looks to what the lessee justifiably can anticipate, the responsibility of the lessor would be very far reaching. As a limitation of this responsibility, there is the duty of examination for the lessee.

2. Obligation to undertake repairs and reimburse major expenses. (2916, 2919, 2953)

Obligation of lessee

1. Obligation to undertake necessary care (2921,2949)
2. Payment of rent (2923, 2950) (time and mount of rent is left to the parties b/c of freedom of contract while in some countries maximum ceiling is set.

Termination of lease contract

- A contract of lease may be terminated for various reasons. The following are some of the reasons stated in the code:

- Total loss or destruction of the property let Art. 2929
- Failure to observe contractual agreements by the lessor Art. 2930
- Failure to observe contractual agreements by the lessee Art. 2931
- Expiry of lease term Art. 2965
- Termination upon notice, for indeterminate lease agreements Art. 2966.

Rural Land lease

- Rural land lease can also be termed as **agricultural land lease** as known elsewhere. However, in Ethiopia, there is another form of lease of rural land for investment purpose.
- Lease is one form of land holding rights recognized by rural land proclamation. The Federal rural land administration and use proclamation No. 456/2006 in its definition of “holding rights”, among others, include lease as one form of right. Hence, rural farmers are allowed to lease or rent their land to any person who wishes to involve in the agricultural sector.

Types of rural land arrangement

- There are three types of lease arrangements concerning rural land holding.

1. Leasing farm land to other farmers
2. Leasing farm land to investors
3. State lease land to investors

- Lease of farm land to fellow framers usually took place through share cropping or cash base. The law makes a limitation as to the size of the land which should be rented, which is “a size sufficient for, the intended development in a manner that shall not displace them…” It means, at least, the farmer should not rent all his land or a significant part of which would left him with insufficient produce for his livelihood

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- The second element that is included in the federal rural land lease legislation is requirement of land holding certificate.
- The third element is that consent of **some interested person.** The federal legislation needs the consent of other “members who have the right to use the land” (Art. 8(2)), while the Tigray needs the approval of a spouse (Art. 6(2). The Oromian one comes up with different approach, in that the rent is valid “if it is registered and approval by Oromia Agricultural and Rural development Bureau Art. 10(3).”

Q) **For how many years rural land can be leased**? Although not mentioned in the Federal Proclamation, the maximum lease period is fixed in the regional proclamations. According to article 10(2) of the Oromian law, “duration of the agreement shall not be more than three years for those who apply traditional farming, and fifteen years for mechanized farming.” The Tigray legislation agrees with the three year period concerning the traditional farming mechanism but prescribes 20 years for the modern farming mechanism one (Art. 6(3).

Leasing to investors

- The farmer may lease out his land to an **investor, a licensed person who wishes to involve in agriculture.** This kind of arrangement is made between the holders of the land and the investor only. Of course, the above requirements/elements are also applied for this type of lease agreement. The difference between the first and this one is that the lessee in the first one is a fellow farmer, and here an investor. The question that can be raised is whether the investor can use the land for other investment purposes or not? The purpose of the law seems that to provide investors an opportunity to rent **land for agriculture purpose**. It is also against the interest of the farmer and the locality to use the farming land for other purposes. The other good reason is that since each farming plot shall be designated as farming land (according to land use regulations) it is highly improbable to change the land use right (agriculture) to other purposes, such as mining and etc.
- Refer art 8 of federal rural land lease law and art 8-12 of Regulation 130/99 of Oromia rural land.

Urban Land Lease (proclamation 721/2004

- Today, in Ethiopia, lease is the “cardinal” and “exclusive” land-holding system to transfer **urban land to users in accordance with the master plans of each** urban area.
- The leasehold right is a right to use the land for **fixed period of time** against payment of agreed amount of money. Accordingly urban land will be obtained

1. Inconformity with the plan/legislation. I.e by the law
2. Through action or negotiation
3. According to the decision of the government.

- Once a person gets land by one of the three mechanisms, he/she is entitled to get **leasehold title deed and can transfer this right to third party or can mortgage this right. However to transfer such right to third party construction on the land has to take place. Lease right is subject to time limitation. Refer art 18 of 721/2004.**

Lease periods

- lease is different from private ownership because its enjoyment right is limited in time. Article 18 of the proclamation provides different periods of years for different types ground leases. Example 99 years for residential building in urban areas, 15 years for urban agriculture, 70 years in Addis Ababa and 80 years in other urban areas for industry, 90 years in Addis Ababa and 99 years in other urban areas for education, 60 years in Addis Ababa and 70 years in other urban areas for commerce and 60 years in Addis Ababa and 70 years in other urban areas for other sectors of engagement.

Q) What would happen after the expiry of lease periods?

Renewal and termination of lease permit (Refer art 19 of 721/2004

- Lease holding right may be **terminated for good reasons**; **the state has no right to revoke this right whenever it wishes**. Like any contractual agreement the expiry of the lease contract may be a reason for termination of the lease hold right. However, unlike lease of housing, the lessee has a better position. The municipality may not take back the land whether before or upon the expiry of the lease agreement unless the land is needed for public interest based works.
- One can **clearly see that renewal is the rule**. The **lease holder must apply as early as possible to secure his/her rights.** The municipality is given a maximum of one year to notify its decision to the lessee. The assumption is that unless the ground is needed for more socially advantageous activities (for public interest) the municipality shall renew the agreement. It must also be noted that the terms of agreement especially the rent and manner of payment as well as other conditions shall be based on current conditions. In other words, the renewed lease agreement may not contain similar particulars as that of the expired one.

Termination of lease hold and payment of compensation

- The lease-hold of urban land shall be terminated: Refer art 25 of procl 721/2004
  - where the lease-hold possessor has failed to use the land in accordance with Sub-Article (1) of Article 12;
  - where it is decided to use the land for a public interest; or
  - where the period of lease is not renewed
- Generally lease right shall be terminated either on by the act of the lessee or by the act of the government.

Expropriation of lease hold right and compensation (art 26)

- Expropriation is one means of land acquisition for the state. It is a procedure whereby the state takes away private owned land property for public interest without the consent of the owner and against payment of fair amount of compensation. Expropriation of lease hold right can take place either with the expiry of the time or before the expiry of lease time. Some argue against expropriation as the terminology doesn't fits best (taking back what belongs to the government doesn't constitute lease).
- Now concerning compensation for buildings the amount of compensation should be calculated by taking the following into consideration:

1. cost of construction (current value) .
2. cost of permanent improvement on land
3. the amount refundable money for the remaining term lease contract

Chapter Four: REGISTRATION OF IMMOVABLE PROPERTY

- Definition of land cadastre
- Definition of land registration
- Land cadastre vs land registration.

Definition of land Cadastre

- Cadastre is one main method of Land Information Systems.
- Cadastre is just a system of **writing or recording individual land parcels (Yizota)**or real properties
- A cadastre is just a system of writing or recording individual land parcels or real properties.
- this description is made by the **cadastral maps** which represent the graphical indices of the individual parcels showing the relative location of all parcels in a given region. Each parcel is given a unique code or parcel identifier which may include addresses, co-ordinates, or lot

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- . A very authoritative definition is given by Professor Jo Henssen:
- *Cadastre is a **methodically arranged public inventory of data concerning properties** within a certain country or district, based on a survey of their boundaries. Such properties are systematically identified by means of some separate designation. The outlines of the property and the parcel identifier normally are shown on large scale maps which, together with registers, may show for each separate property the nature, size, value and legal rights associated with the parcel. It gives an answer to the question where and how much*

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- The Cadastre is a **public, up-to-date land information system (LIS)** that efficiently supports public administration of real estate.
- *A Land Information System is a tool for legal, administrative and economic decision-making and an aid for planning and development.*
- There are different opinions regarding the relationship between LIS and systems for geographical information (GIS). The above definition seems to place GIS under the umbrella of LIS. But the more convincing claim is that LIS is the subset of GIS.

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- In any case, cadastre and LIS are just the two sides of a coin. Nobody can understand the one without the other. Land which is the nucleus of the two concepts can be viewed from three different respects: land as a **physical object**, land as **fiscal object** and land as a **legal object**. Land as a physical object refers to the land use planning. Land as a fiscal object is addressed through a public valuation as a basis to levy land related taxes, important public revenue. Land as a legal object refers to the public provision of security of property rights to land such as ownership, mortgage, easements and leases.

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- The factors that influence the format and management of cadastre are the variations in history, culture, pre-existing land tenure arrangements, area, physical and economic geography, population size and distribution, the level of technology, traditional institutional arrangements, land and property law arrangements, and land policy priorities

Classification of Cadastre

- Cadastres may be classified based on different principles.
- cadastres may be classified based on the primary function for which they are established.
- Some cadastres may be formed for taxation, others for supporting real estate transaction, and still others for land distribution.
- Cadastres may be classified based on the types of rights registered. For example, some cadastres may record ownership rights.
- Cadastres may be classified according to location and jurisdiction. Hence some countries may have separate cadastral institutions for urban and rural areas while many others may have a unified cadastre.

Purposes of Cadastre and Sustainable Development

- **Cadastre brings about a guaranteed ownership and secured land tenure.**
- **Cadastre provides security for credit and improves investment**.
- **Cadastre helps develop and monitor land markets**.
- **Cadastre highly enhances real estate taxation.**
- **Cadastre is an effective tool to protect State lands.**
- **Cadastre helps reduce land disputes.**
- **Cadastre plays quite a significant role in formulating, facilitating and monitoring**

Features of Effective Cadastre

- The first thing is that of scope. Geographically, it should be set at a country wide level to fully meet its goals. (generality is one of the feature)
- it must be of an **official nature run by a trusted** and independent administrative agency.
- A cadastre must function based on sound, detailed and practical legislation.
- A cadastre should be available to any interested users through well developed procedures that are well publicised, simple to follow, inexpensive and responsive to customer needs (user -driven).
- IT should be widely applied in maintaining the cadastral system.

Land Registration

- Defn.
- *Land registration is a process of official recording of rights in land through deeds or as title on properties.*
- *It means that there is an official record (land register) of rights on land or of deeds concerning changes in the legal situation of defined units of land. It gives an answer to the questions who and how.(emphasis added.)*
- Thus registration of properties refers to a system, established and managed by appropriate state organs, in which various property rights are entered. The main purpose of registration is **to provide security to the right holder** and to other persons to whom the property will be transferred.

Difference b/n land cadaster and land registration

Cadastre	Land Register
1. Parcel-based	1. Ownership/owner based
2. Information about the parcel	2. Information about the interests/rights and restrictions
3. Answer where? And how much?	3. Answers who? And how?

Classification of Land Register

- Through out the world, there are two basic types of land registration component of the cadastre. They are the **deeds system** and the **title system.**
- In the deed system only the **deed or document or transaction is registered**. "A deed is a record of a particular transaction and serves as evidence of this specific agreement, but it is not itself a proof of **the legal right of the transacting parties to enter into and consummate the agreement.**
- On the other hand, in the **title system, the title/ownership itself is registered and is itself a proof of ownership and its correctness** is secured or guaranteed by the state.
- While **deed registration focuses on the owner**, the **title system focuses on the land parcel and registers properties by presenting** "what is owned by whom"

Ethiopian Legislation on Immovable Registration

- Land registration must be established on solid legal ground. Hence, Land laws must establish an effective cadastre and indicate registrable rights including those other than ownership.
- The 1960 Civil Code. (Though inapplicable, the fundamental legislation on real property registration is the Civil Code).
- the fundamental legislation on real property registration is the Civil Code. One title, Title X, is devoted for this purpose and is entitled as “Registers of Immovable Property”.
- it regulates cadastre and land registration in a **unified approach**.
- Art. 3363. - *Registers of immovable property.* Art. 3364. - *Transfer or extinction of ownership.* Art. 3365. - *Easements and restrictions to ownership.*
- The principle of registration of real property is provided under Art. 1553:

Existing regime

- The Federal constitution Article 52 (2) (d) empowers Regional states to Administer land and natural resources.
- To implement the objectives of this law the state enacted proclamation no. 47/2000 that established the agency called Environmental Protection, Land Administration and Use Authority (EPLAUA).
- **In urban areas, municipalities handle the cadastral systems, when they** exist. The municipalities normally attempt the activity without any coordination with the rural authorities of same purpose. On the other hand, land register, i.e. registration of contracts of sale of building are mostly conducted by Justice Offices whose related tasks are given by various legislations. In the land registration process, the copy of these acts will be archived both in the municipalities and the justice offices; however practices may vary from place to place in the country.

Discussion continued

- The Civil Code does not make distinction as to **rural land registration and urban land registration**. However, the Ethiopian government has issued various rural land legislations both at federal and regional levels. Such laws also principally deal with registration of real property, i.e. rural land.
- It is worthy of mention here that the various laws on rural land use and administration, unlike the provisions of the Civil Code, have followed a **separate direction in the sense that they address rural land and disregard the urban one**. That leaves the urban land unregulated especially in matters of registration; and the registration practice is presently quite incomplete, covers very few urban places, and quite traditional.

Reading assignment

- **CHAPTER FIVE: LAND CONSOLIDATION**
- Land consolidation is simply the consolidation of fragmented land parcels for a better agricultural output in rural area.
- The most effective consolidation instrument of rural development is **comprehensive land consolidation (project based)** but at times other approaches such as **simplified consolidation (agriculture based)**, **voluntary group consolidation (mutual agreement on groups project initiatives)**, and **individual consolidation (out of state involvement consolidation)** initiatives can bring benefits.

Principles of land consolidation

- The objective should be to improve **rural livelihoods** rather than to improve only the primary production of agricultural products.
- The end result should be **community renewal through sustainable economic and political development** of the whole community, and the protection and sustainable management of natural resources.
- The process should be **anticipatory**, **democratic** and **community-driven** in practice and not only in concept.
- The intervention should **be to assist the community to define new uses for its resources** and then to reorganize the spatial components accordingly.
- The approach should be **comprehensive and cross-sectoral**, integrating elements of rural and broader regional development including the rural-urban linkages.

Chapter six: Property Transfer

- In this chapter, we will discuss about the nature and implications of various types of real property transactions, namely,
- sale,
- Inheritance,
- donation,
- barter/exchange,
- court decision, and
- prescription.

Sale/Purchase

- Scope of Sale Today
- Private ownership of land was abolished in March 1975, and land belongs to the public as of that time.
- Farmers are given use right but not ownership.
- The present constitution reaffirmed what the previous regime has established by institutionalizing the state ownership of all rural land.
- In article, 40 of the FDRE constitution (which is about property right) it is provided that the right to ownership of rural, urban land as well as ownership of all natural resources is exclusively vested in the state and the peoples of Ethiopia.
- Land is a common property of the nation nationalities and peoples of Ethiopia and hence **not subject to sale.**

Rights and Duties of Seller and Buyer

- As we have seen above, sale of land is legally prohibited in Ethiopia.
- But this does not mean that all immovable or real properties are not subject to this type of transaction.
- Buildings are capable of being sold. It is in this context that we shall discuss this section.
- Sale of immovable is provided for under Tilte XVIII, Chapter 1 of the civil code. Today, this part is repealed by the constitution as regards land but active as regards buildings.

Obligations and Rights of the Seller

- In a contract of sale, obviously there would be at least two parties, that is, the seller and the buyer.
- And there are obligations which should be performed by the· seller to effect the complete transfer of ownership of the immovable sold.
- There are also other rights.

Obligations and Rights of Seller i.Obligation to Transfer unassailable Rights

- ***A right that cannot be defeated, questioned or disputed*** over the Immovable when we say transfer of ownership, the transferor has to be the true owner of the thing.
- A seller should have a perfect title to transfer on an immovable property to a purchaser. ***Art. 2281 of the Civil Code states, "a seller shall take necessary steps to transfer unassailable right over the thing***."
- The obligation to transfer unassailable right relates to the obligation as to title and one can say unassailable right means perfect title.
- Obviously he wants ***the physical possession of the thing but this will do little to him***. More than this he wants to have marketable title.
- Any serious defect of the title will allow the purchaser ***to repudiate the contract and sue for the return of his money.***

Cont’d

- A seller to hold the purchaser to the contract ***must disclose defects of the title unless it is shown that the purchaser knew at the time of the contract that the former had only a defective title.***
- So here there is warranty given by the law that the purchaser, if he will be evicted, will hold the seller liable.
- **Disclosure duty**
- According to Art. 2880, the seller is required to declare to the buyer rights of third parties on the immovable sold where such rights may be set up against the buyer which is unregistered.
- ***But those third parties rights on the immovable which are registered*** may not be required to be declared by the seller because they are open to the public.

Cont’d

- However, the contract may compel the seller to declare these rights even though they are registered.
- Probably, third party rights over an immovable property which the seller is required to declare may be those payments to be made to the government like ***taxes of dwelling houses***, debt of the owner he might have borrowed from a bank to build the house.

ii. Obligation to Furnish Necessary Documents

- This is the most important obligation of the seller in the transfer of ownership of immovable properties. Its great importance is stated under Ethiopian law as being mandatory.
- Art. 2879 says, "***The seller shall furnish to the buyer all the documents necessary to enable the buyer to cause the transfer of the immovable to be registered in the register of immovable property".***
- As we know, ownership right of an immovable property is proved by a certificate of ownership.
- It is to this effect ***that title deeds*** are issued by the administrative authorities to show that a given immovable belongs to a certain person.
- And the buyer would not have entered into a contract of sale had he known that the seller had no title deed.

Cont’d

- Because how can the buyer be sure, or at least presume that the seller is the owner?
- Title deeds are means whereby interests in immovable are evidenced.
- The other important document to be delivered to the buyer is ***an authenticated contract of sale***. As it is stated under article 1723 of the civil code, contract of sale of an immovable ***property shall be in writing and registered with a court or notary.***
- If an owner wants to transfer his right over an immovable, he has to conclude a separate contact with the one to whom ownership is to be transacted.
- If it were the case that only the seller was to be given the authenticated contract (deed), it would be the obligation of the seller to furnish this document as it is one of the necessary documents to cause register and the transfer of the immovable.

Cont’d

- The competent authority to register the transfer of an immovable property needs to know the consent of the two parties.
- Their consent is expressed by the contract of sale which is certified by the notary who ascertains whether the legal requirements ***like capacity, consent, legality, morality, etc are fulfilled .***
- Since the contract of sale of an immovable is a ***document which is necessary to cause the transfer of ownership of immovable property*** it is one of the obligations of the seller to deliver it to the buyer.
- The other necessary documents which are required to be delivered to the buyer are certificates as to the ***payment of tax, clearance certificates from Construction and Business Bank, usually known as Mortgage Bank, etc.***

Cont’d

- The offices in which a given house is situated demand taxes from owners of urban houses.
- Such taxes have to be paid by owners of the houses before the conclusion of the contract of sale of a given house.
- The owner, to sell his house, has to get a king of certificate which assures him that he has already paid money borrowed from the banks.
- **iii. Obligation to deliver**
- In contract of sale, delivering the subject of sale is one of the main obligations of the seller.
- The seller of a thing is bound to deliver such thing, and to cause the ownership thereof to be vested in the purchaser.

Cont’d

- The delivery of the immovable can be made in any manner the parties wish. However, in some countries, most of the time delivery is affected by remission of the keys or titles.
- Under Ethiopian law delivery of the thing is ***a prerequisite in contract of sale.***
- Unlike movables, immovables are fixed by their nature and it may not be easy to handover them physically.
- Under Ethiopian law, we have an authenticated contract of sale of immovables.
- And the seller by delivering ***the authenticated contract of sale and his title deed to the buyer effects his obligation of delivery of the immovable in the transfer of ownership of the immovable***.
- So, it is through the means of the authenticated contract of sale and the title deed that delivery of an immovable property can be effected.

Cont'd

- ***All these show us that natural physical delivery of an immovable properly is impossible.***
- So the obligation to deliver has to be seen in the light of the obligation to furnish the necessary documents.
- When we say actual physical delivery is impossible, it does not mean that the seller should remain in possession of the immovable properly.
- It is because of his own will that he sold his property.
- As a result once he sold his property, the buyer must be placed into the enjoyment and effective

iv. Right to Take the Payment of Price

- The seller transfers the ownership right to the buyer for value or consideration.
- If this is so he has to get the purchase money as exchange of the thing.
- Subject to agreement otherwise, ***delivery of the thing by means of documents and payment of price shall be simultaneous.***
- That is at the time when the seller delivers the thing by means of instruments that transfer ownership rights over immovable, he should be paid the price of the thing.
- The parties may, however, agree in their contract as to the payment of price, that is, when and where to pay.

v. Right to Retain Necessary Documents

- As we have mentioned, the necessary documents are instruments which help the buyer to cause the transfer of ownership of the immovable property.
- If the buyer cannot or does not have these instruments, it will be difficult for him to get registered the right transferred to him by the contract of sale.
- In the preceding section it is stated that the seller should be paid the purchase money of his property sold. Now, what remedy does he have if he is not paid the price?
- we can extend the application of Article 2278(2) of the civil code to retain necessary documents and can say the seller can retain the documents if he is not paid the price until the payment is effected. The ownership right will not be transferred to the buyer unless and until the necessary documents are delivered to him

B. Obligations and Rights of the Buyer
i. Obligation as to the Payment of Purchase Money

- The buyer's chief obligation in a contract of sale is to pay the price at the time agreed, or if no time has been agreed***, concurrently with delivery.***
- He must transfer the ownership of the money to the seller. The civil code clearly puts the payment of price by the buyer as a mandatory obligation; ***Art.2303 (cum. Art. 2875) says, "The buyer shall pay the price".***
- As a rule payment of purchase money is effected at the time of delivery of the thing.
- But this does not mean that agreement otherwise is impossible. Buyers do not most of the time pay the price in whole at the time of conclusion of the contract.
- Rather they pay some amount at the conclusion of the contract and the rest at a later time usually when ownership is completely transferred to the buyer.

ii. Obligation to Take Delivery of the Thing and Documents

- The buyer is required to take and come into possession of things which he bought.
- ***This may be because of conservation expenses and risk purposes.***
- **iii. Obligation to Have the Instruments and Title Registered In the Relevant Office**
- Registration of interests in immovable is the most important requirement in the transfer of ownership that is why evidencing interests in immovable by some public record has long been acknowledged.
- For the transferee's right to be recognized, he must have registered the right transferred to him.
- Article 1185 of the civil code says an entry in the registers of immovable property is required for the purpose of transfer of ownership of immovable property.

iv. Right to have the Issuance of New Title Deed

- ***The buyer having fulfilled his obligations as to the transfer of ownership of an immovable property will be entitled to have rights.***
- It is said that ownership right transferred to him by the contract of sale has to be registered in the registers of immovable property. The effect of this is to vest in the transferee the legal estate or interest, in this case the ownership right, expressed or created by the disposition.
- Before the sale transaction, the right of ownership over a certain immovable property was vested in the seller. But after the contract of sale, the ownership right has to be in the name of the buyer.
- As a result the new owner’s name is entered in the owner's register of the register's office with all details and in the register of contracts in the concerned agency.

Cont’d

- An owner's file is also opened with all documents in the previous owner's file being transferred to the new file.
- Now, after he has secured the issuance of new title deed, ownership right is transferred to him.
- The sale of the immovable will affect third parties as it is registered in the buyer's name.
- So in the transfer of ownership of immovable properties, the buyer has the right to have the issuance of a new title deed in his name.

v. Right to Retention of the Payment of Purchase Money

- The buyer pays the purchase money so long as ownership over the thing is transferred to him.
- Those requirements which are expected to be fulfilled by the seller like delivery of documents are important in the transfer of ownership.
- Thus if the buyer is not given such documents, he is not obliged to pay the price. Hence he has the right to retain the payment of price until the seller gives the necessary documents to him.
- Retention of price may also be because of fear that the buyer will be disturbed from his exercise of ownership.
- There may be a mortgage encumbrance over the properly he has bought. Because of such kinds of encumbrances the law accords to him by way of security a sort of right of retention on the price which is still in his hands.
- The buyer may fear that he will be evicted from his ownership. Of course, the seller is required to transfer unassailable right.

Land Inheritance

- ***Inheritance is the passage of title and ownership of property from the one who dies to people whom the law designates*** because of blood or marriage relation as the deceased heir by operation of the law or by will of the deceased.
- The farmers though they do not have ownership right over their holding, have the right to transfer their holding right through inheritance.
- Who is an heir eligible to inherit the land use right of the deceased farmer? The heir as stated by the new federal rural land use and administration law are both family members which are defined as "***any person who permanently living with the holder of land use right sharing the livelihood of the later*" *and lawful heir***.
- The strict interpretation of this article indicates or includes not only those persons who have relation by consanguinity or affinity to the holder of the right but also any body provided they are living permanently with the holder and share the means of the livelihood of the holder.

Cont’d

- Here, the major criterion is not blood or affinity relationship but ***whether the person concerned is living with and by the income of right holder.***
- The other persons who are competent to inherit the deceased are his/***her lawful heirs***.
- The meaning of lawful heir is not provided in this same proclamation mentioned here above.
- Thus we need to go to the civil code so long as the latter law has not repealed it expressly.
- ***If inheritance causes fragmentation of farm plots to be inherited beyond the minimum plot size, the heirs*** are obliged to use the plot jointly or by other means other than splitting of the plot.

Cont’d

- The laws provide the specific size beyond which parcelization of land is prohibited.
- For example, inheritance should not take place in the manner that results in parcellization of land below quarter (0.25) and (0·75) hectares in Tigray and Oromia respectively.

Donation

- Another method whereby land holding right is transferred is donation. Donation is regulated under Tilte XV, Chapter Three of the Civil Code as well as the rural land laws.
- As per Art. 2427 of CCE, donation is a contract whereby a person, the donor, gives some of his property or assumes an obligation with the intention of gratifying another person, the donee. Donation is a voluntary transfer of title to property with out payment or consideration by the donee.
- Donation is very important in connection with ownership because to some extent it represents absolute power of an owner over his/her property.
- However, having ownership right over property is not a necessary requirement to transfer his/her interest through donation. Although, this is not the usual case; one can equally donate servitude or usufruct.

Cont'd

- The same goes for Ethiopian farmers and pastoralists holding right. The person who wants to donate may make either ***an intervivos or mortis cause donation*** to the donee (see Art. 1205).
- A donation is ***intervivos, if it is between living donor and donee***; and if the donor intends the donation (gift) to take effect immediately or on agreed date. On the other hand, \a donation is mortis causa if the ***donor makes in anticipation of his/her her imminent death.***
- Any person who is a member of peasants'/pastor alists family may get rural land from his family by donation…
- ***The holder can transfer land by way of gift to a child or grand child or family member***

Cont’d

- It should be in a written form and
- Who is a resident of the region who does not have any land, or who uses leased land due to the smallness of the size of his possession.
- But spouse approval required in case of joint ownership.
- Such agreement should be registered at the woreda and kebele level.

Barter/Exchange

- It is also possible to conduct real property transaction by means of barter.
- In this regard, the Civil Code provides: Art. 2408. - Differences from sale.
- (1) Each of the exchangers shall, as regards the things subject to the exchange, have the same rights and obligations as a seller.
- (2) The exchanger who is bound by the barter contract to pay a balance shall, as regards the payment of such balance, have the same obligations as a buyer. (3) Unless otherwise agreed, the exchangers shall share equally in the expenses of the barter contract.
- Art. 2409. - Reference to provisions regarding sale. The provisions applicable to contracts of sale shall for the remainder apply to barter contracts.

Court Order

- Court Order Needless to say, it is also possible to have transferred real property through court judgment.
- The Civil Procedure Code in part provides:
- **Art. 402. The Decree for Immovable Property**
- 1. Where a decree is for the delivery of any immovable property, possession thereof shall be delivered to the decree-holder, or to such person as he may appoint to receive delivery on his behalf, and,
- if necessary, by removing any person bound by the decree who refuses to vacate the property.

Prescription/Adverse Possession

- This method of having a right on an immovable is determined by possession of a property for a fixed period of time.
- The Civil Code provides:
- Art. 1168. The possessor who has paid for fifteen consecutive years the taxes relating to the ownership of an immovable shall become the owner of such immovable Provided that no land which is jointly owned by members of on family in accordance with custom may he acquired by usucaption and any member of such family may at any time claim such land.

Chapter seven
Dispute resolution on real property

- Dispute resolution is a mechanism of addressing disputes that arose on real properties. Such dispute mechanism can be either formal dispute settlement mechanism or informal dispute settlement mechanisms.
- The formal dispute settlement mechanism is a system of resolving the dispute through courts.
- In Ethiopia the court system is dual type (federal courts and regional courts).
- The dispute settlement through courts will be undertaken depending on the jurisdiction of courts.
- In Ethiopia court jurisdiction can generally be classified as judicial jurisdiction, material jurisdiction and local jurisdiction.
- In Ethiopia three layer of court structure at federal and regional level were established. In addition other quasi courts were also established.

Cont’d

- Judicial jurisdiction is the power of the courts of certain country to resolve a dispute while material jurisdiction can further be classified into subject matter (depends on the specific type of issues) and pecuniary jurisdiction. Local jurisdiction is all about the specific local courts to resolve the dispute.
- Please refer proclamation 25/88 of Federal courts proclamation for the details and regional courts establishment proclamation (for instance proclamation no 216/2011 of Oromia courts re-establishment proclamation.

Cont’d

- The other mode of dispute settlement is the informal one (which is a dispute settlement mechanism outside the courts or technically called ADR). This involves negotiation, mediation and arbitration mechanism. Each of them have their respective advantages and disadvantages. Refer civil code art 3307, 3318, 3325

Chapter 8
Land use restrictions

- Ownership right of a property provides the owner the **widest and most complete** rights. It includes the right of use and enjoyment, lease, mortgage, inheritance, sale, exchange and so on. This doesn’t mean that right of ownership is not subject to restrictions. Hence it can be restricted for various public reasons.

instances of restrictions

1. **Nuisance**. It is an activity that arises from unreasonable, unwarranted or unlawful use by a person of his on property. It is mostly related with the abuse of right of an immovable.

- The lists of activities that can cause nuisance are not exhaustive. This type of activity is prohibited by many laws including our civil code. Hence, as one form of restrictions owners of an immovable, mostly building, may not use their property **in a way that disturbs their neighbors.** This principle is also included in our civil code under article 1225:
- For instance a person **cannot change a plan of his building** as he wishes (refer art 25 of urban plan proclamation 574/2008.
- In addition an ownership right under nuisance can be restricted for environmental reasons.

Cont’d

2. **Expropriation**…It is another means of restricting ownership right. It is a means of land acquisition by state.

- The concept of public acquisition of land without the consent of the owner is known by different names. In most common law countries, either “**eminent domain**” (USA) or “**compulsory purchase**” (UK & other commonwealth countries) is used. On the other hand, in civil law countries, “expropriation” is the most utilized terminology. Expropriation is a process whereby the state may take privately owned or leasehold land without the consent of the owner\possessor for a public purpose accompanied by payment of fair compensation

Cont’d

Expropriation has the following core points

- Expropriation is a taking of private real property
- It is an inherent right of the state
- It is done against the consent of the owner/possessor
- Fair compensation must be paid
- The taking must be made for public interest/use.

N.B Valuation of fair payment involves reaching at fair market which includes **comparable sales method**, **income capitalization method and cost replacement method** (I.e at least it has to be compatible with cost of sales, must include potential capital that could be lost and cost of repairing). Ethiopia follows the approach of cost of replacement.

Cont’d

3. **Servitude**.. “it is a charge encumbering a land (servient tenement) for the benefit of another land (the dominant tenement.)” And the type of obligation or encumbrance made on the burdened land, that is the servient land is “the obligation to submit to the commission of some acts by the owner of the dominant tenement or to refrain from exercising some rights inherent in ownership.” Read article 1359 of the civil code.

Cont’d

- The main purpose of servitude is to **enable the owner of the dominant tenement to derive the best possible use and benefit from his land by giving him certain rights on the land belonging to another person, called servient owne**r.
- The right of servitude may arise from a **contract, a will, acquisitive prescription or the provisions of the law.**

Cont’d

- **Servitudes arising from contracts**; According to Art 1362/1/ of the Civil Code, a servitude may be created by an agreement or contract concluded between the owner/holder of the dominant tenement and the owner of the owner/holder of the servient tenement.
- Servitude may also arise **from the will of the deceased person** who divides his land holding between two or more persons. In other words, the testator who owns/holds a land may burden one of the lands with servitude of a certain type for the benefit of the legatee of another plot of land. See Art 1362/2/ of the Civil Code.
- Acquisitive Prescription; According to Art 1366 of the Civil Code, servitude may arise from **enjoyment of the servient tenement for a period of ten years**. However, this mode of acquisition applies only to apparent servitude. **An apparent servitude is a servitude that requires certain external and visible or apparent structures or means for its enjoyment or exercise, which also evidence its existence**. (art 1366/1367)

Cont’d

- Servitude arising out of the provisions of the law. The contiguity of land belonging to different owners or occupied by different persons creates conflict if either or both of them wish to enjoy their lands without any consideration for the damages or annoyance caused to the other. These conflicts can be eliminated only by limiting the powers that the right of ownership usually involves. Specific provisions of the Civil Code, which determine what is allowed and what is prohibited, are intended to prevent some of these potential conflicts. Refer to the provisions of Art 1217, 1218, 1219, 1220, 1221-1224, 1245-1254, 1372/2/ of the Civil Code.

Termination of servitude

- The following are grounds that lead into or bring about the extinction of servitudes:
- Maturity of the time fixed for servitudes in the contract or will;
- Destruction of either of the tenements or both of them;
- Prescription;
- Division of the dominant or servient tenement(partially);
- Struck off from the registers of immovable's; (1381)
- Redeeming servitude; 1383 (buying servitude back)
- Merger of the ownership of the two tenements, etc