

NATIVELY ELECTRONIC DOCUMENTS

What is the legal value of native electronic documents (that do not require signature by the parties)?

The majority of legislation generally recognizes the validity and probative value of documents that are natively electronic (i.e., created as electronic originals), subject to compliance requirements. In Nigeria, natively electronic documents which do not require a signature (ex. email, policy document, etc.) are considered computer generated documents, and are considered valid in court as long as they meet admissibility requirements as computer-generated evidence. Admissibility requirements include that (The Evidence Act 2011, LFN 2004):

- the computer which produced the document was used regularly during the relevant period to store or process the same kind of information that's in the document (i.e. normal processes were followed when creating the electronic record);
- the computer which produced the document also stored other information of the same kind or of the kind from which the document was

derived (i.e. the computer was used to store similar/related types of information);

- the computer was operating correctly through the material period. If there was a period where the computer wasn't working properly, the non-operation didn't compromise the content of the record;
- the information was reproduced or derived from information provided in the normal course of business activities.



Note that if a document requires a signature but remains unsigned, it is considered to have no value and is void under Nigerian Law.

Last updated November 2020.

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