ABSTRACT

By DR EMILIA ONYEMA

OVERVIEW

II. CUSTOMARY ABRIDGMENT

By law and practice, any party may terminate the lease or contract, and the lease or contract will be terminated if the party: (1) gives written notice to the lessor; (2) agrees to pay the lessor the entire amount of rent due under the lease or contract; and (3) delivers possession of the premises to the lessor. If the lessee fails to deliver possession, the lessor may enter the premises and take possession in the absence of the lessee.

The provisions of this section shall apply to any lease or contract for a term of one year or more, unless the parties agree otherwise.

The lessee shall bear all costs and expenses incurred by the lessor in enforcing the lease or contract, including reasonable attorney's fees.

The lessor shall have the same rights and remedies as a lessee under the lease or contract, and shall be entitled to the same remedies as a lessee under the lease or contract.

This section shall not apply to: (1) any lease or contract for a term of less than one year; (2) any lease or contract for the use of property; (3) any lease or contract for the sale of property; or (4) any lease or contract for the rental of property.

The provisions of this section shall be severable, and if any provision shall be held invalid, the remaining provisions shall remain in full force and effect.

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The act of mediation is a continuous process that involves the parties coming to an agreement or a resolution of their differences. Section 6 of the act does not provide a specific definition, but it is generally understood that mediation involves the participation of a neutral third party who helps the parties reach a mutual agreement. The process of mediation is confidential and non-adversarial, allowing the parties to work towards a solution without the pressure of a court environment.

**III. MEDIATION**

Under these circumstances, the parties may choose alternative processes of conflict resolution. These processes may include mediation, arbitration, or negotiation.

**CUSTOMARY APPLICATION PROCEDURES**

The parties can adopt such processes where they are comfortable with the application of the act's provisions. The act's provisions are flexible and allow for a wide range of conflict resolution methods. The key is for the parties to communicate effectively and work towards a mutually agreeable outcome.
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Section 10 of the Act does not prevent the parties from agreeing to submit an arbitration to a court of international jurisdiction, or from agreeing to an arbitration clause in a contract. This provision extends to arbitrations in connection with international commercial transactions.

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