20. Good faith

This chapter considers the principle of good faith. English law has traditionally been cautious about wholeheartedly adopting an overriding principle of good faith preferring instead to avoid unfair outcomes through particular doctrines (for example, misrepresentation, duress, and undue influence). However, the law in this area is developing. It appears that agreements to negotiate in good faith are not enforceable where no contract is yet in place, but, where the parties have already made an agreement, a term (whether express or implied) that the contract should be performed in good faith is enforceable.

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