If a party fails to perform a promise in a contract, it is in breach and liable to pay damages. But some breaches of contract not only entitle the injured party to claim damages, but also to put an end to the contract. The nature of the term becomes important when considering the right to terminate. This chapter discusses the meaning and scope of conditions, warranties, and innominate terms. A party may terminate a contract for breach of condition, but never for breach of warranty. Terms that are neither conditions nor warranties are called ‘innominate’ terms. It may be possible to terminate a contract for breach of an innominate term if the breach is sufficiently serious. Breaches which justify termination are often called ‘repudiatory breaches’. The chapter also considers express termination clauses and another difficult sense in which the term ‘condition’ is used, namely to denote an ‘entire obligation’.
25. Conditions, warranties, and innominate terms

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