6. Content of the contract and principles of interpretation

Poole's Casebook on Contract Law (14th edn)
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The Casebook series provides a comprehensive selection of case law that addresses all aspects of the subject encountered on undergraduate courses. This chapter examines what the parties to a contract have undertaken to do, that is, the terms of the contract, and the principles determining how the courts interpret the meaning of those contractual terms. It considers whether pre-contractual statements are terms or mere representations. The chapter then turns to written contracts, focusing on the parol evidence rule, entire agreement clauses, and the effect of signature on the contractual document. It also discusses oral contracts and incorporation of written terms in such contracts by means of signature, reasonable notice, consistent course of dealing and common knowledge of the parties. In addition to express terms, this chapter looks at how terms are implied, particularly terms implied by the courts—terms implied in law and terms implied in fact. There is discussion of the typical implied terms in sale and supply contracts in the B2B and B2C context.
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Finally, this chapter focuses on the principles governing the interpretation of contractual terms.