15. Discharge for Breach

If one of the parties to a contract breaches an obligation which the contract imposes, that party is in breach of contract. The breach may consist in the non-performance of the relevant obligation, or its performance in a manner or at a time that fails to comply with the requirements of the contract. This chapter sets out the rules governing the discharge of a contract by breach. It shows that the breach may give rise to discharge only if it is sufficiently serious in its effects (a breach which ‘goes to the root of the contract’, or a ‘repudiation’ of the contract) or if it is a breach of a sufficiently serious term of the contract (breach of ‘condition’).
15. Discharge for Breach

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