15. Discharge of a contract for breach

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Titles in the Core Text series take the reader straight to the heart of the subject, providing focused, concise, and reliable guides for students at all levels. This chapter examines the circumstances in which a contract can be terminated or discharged by one party following breach or incomplete performance by the other party, covering entire obligations. It explains that breach of contract does not automatically bring a contract to an end and that termination of a contract for breach is not the same as rescission. This chapter also discusses the two sorts of situation in which the innocent party can terminate the contract for the other party’s breach, namely breach of condition or serious breach of an innominate term, and following repudiation, and considers the innocent party’s option to elect whether to terminate the contract or keep it alive.
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