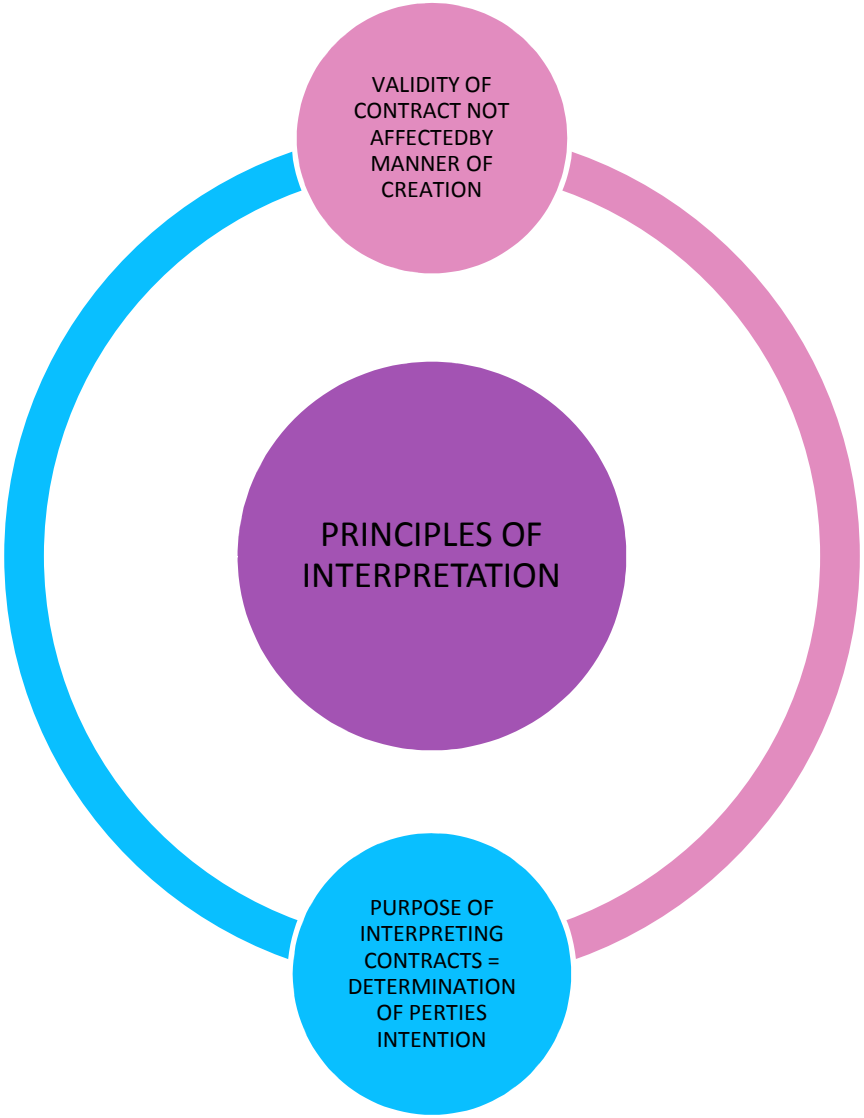
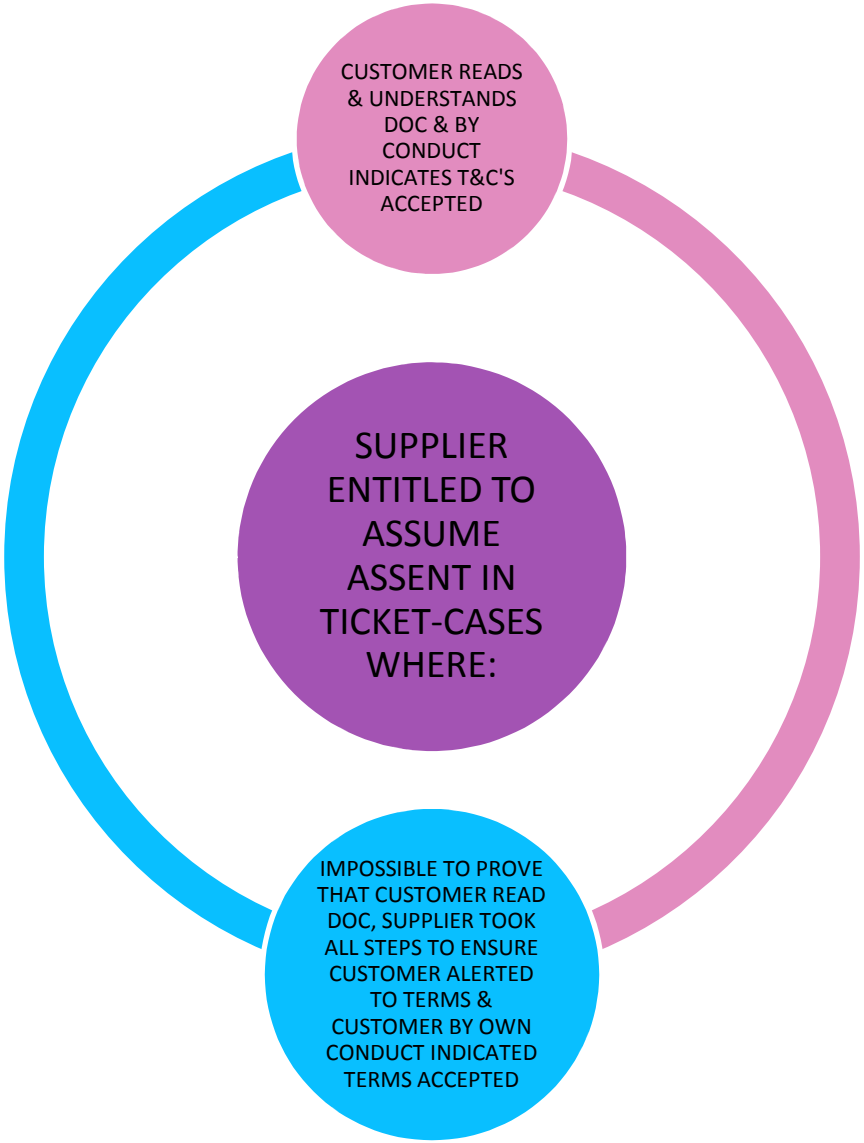
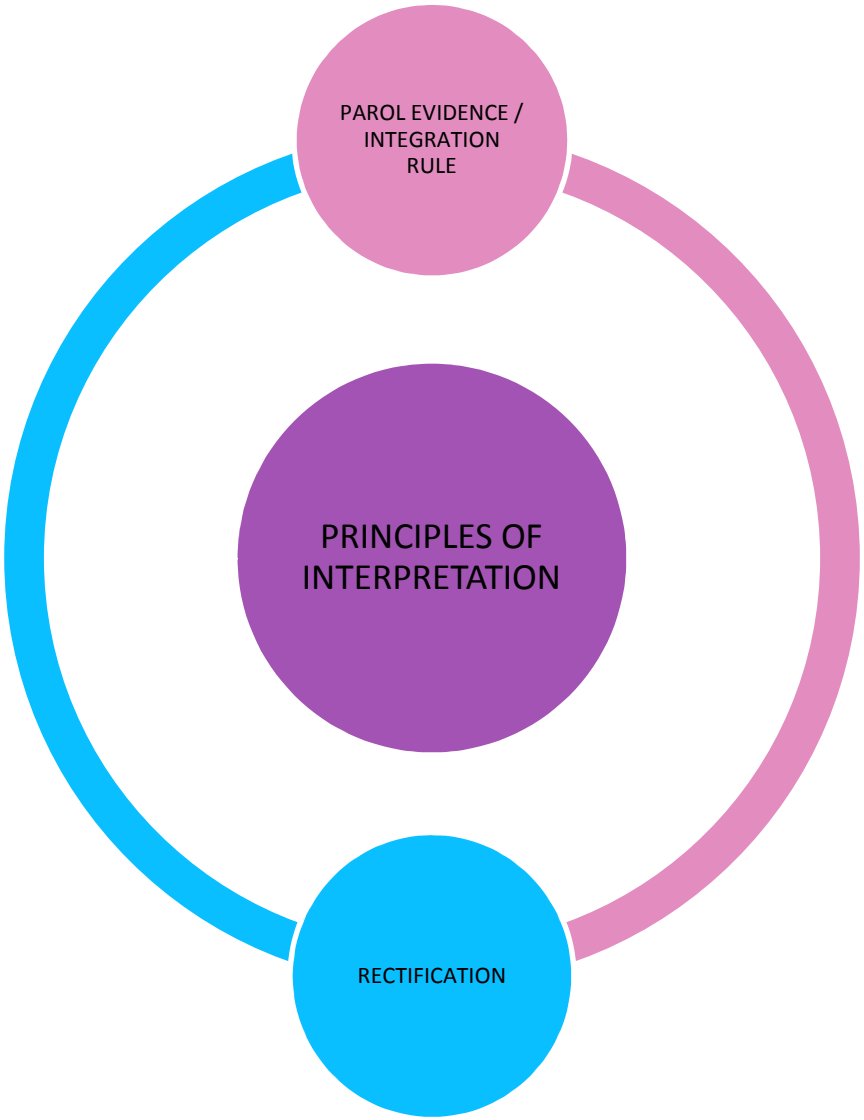
CHAPTER 9

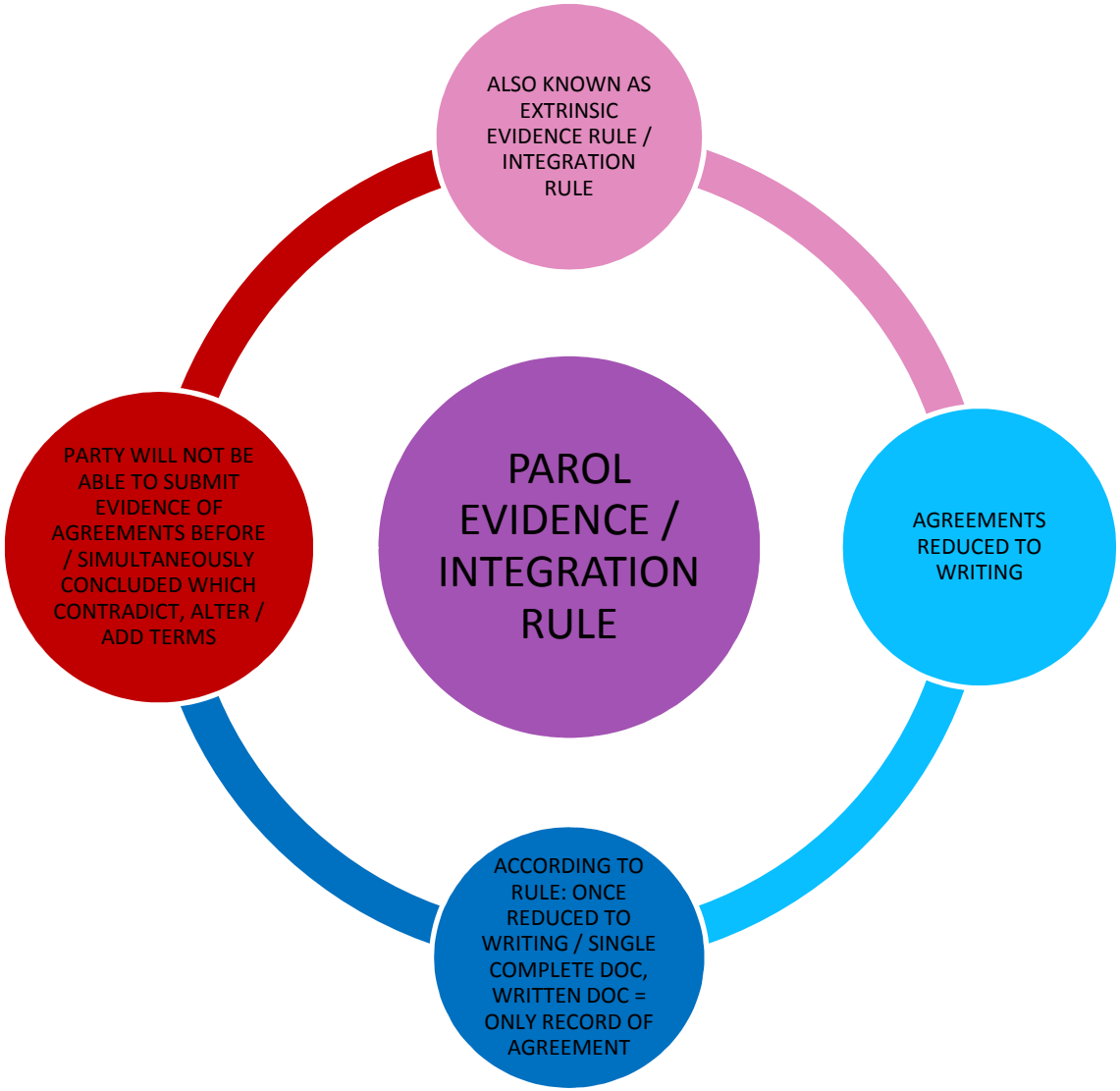
CONTENT OF CONTRACT
CONTENT CONSISTS OF TERMS INCORPORATED INTO CONTRACT BY PARTIES
TERMS INCORPORATED ORALLY, TACITLY / IN WRITING
CAVEAT SUBSCRIPTOR RULE: WRITTEN AGREEMENT - SIGNOTORY BOUND BY ORDINARY MEANING & EFFECT OF WORDS WHICH APPEAR OVER SIGNATURE AS SIGNATURE SIGNIFIES ASSENT TO DOC
ONLY DEFENCES: MISREPERSENTATION, FRAUD, ILLEGALITY, DURESS, UNDUE INFLUENCE, MISTAKE
TICKET CASES: UNSIGNED WRITTEN AGREEMENTS - OTHER EVIDENCE NECESSARY TO PROVE THAT DOC = TRUE REFLECTION OF CONTRACTUAL TERMS
CLICK-WRAPPED AGREEMENTS - SERVICES OFFERED BY WEBSITE - CLICK CERTAIN ICON - ACCEPTING T&C'S


VALIDITY OF CONTRACT NOT AFFECTEDBY MANNER OF CREATION
PRINCIPLES OF INTERPRETATION
PURPOSE OF INTERPRETING CONTRACTS = DETERMINATION OF PERTIES INTENTION

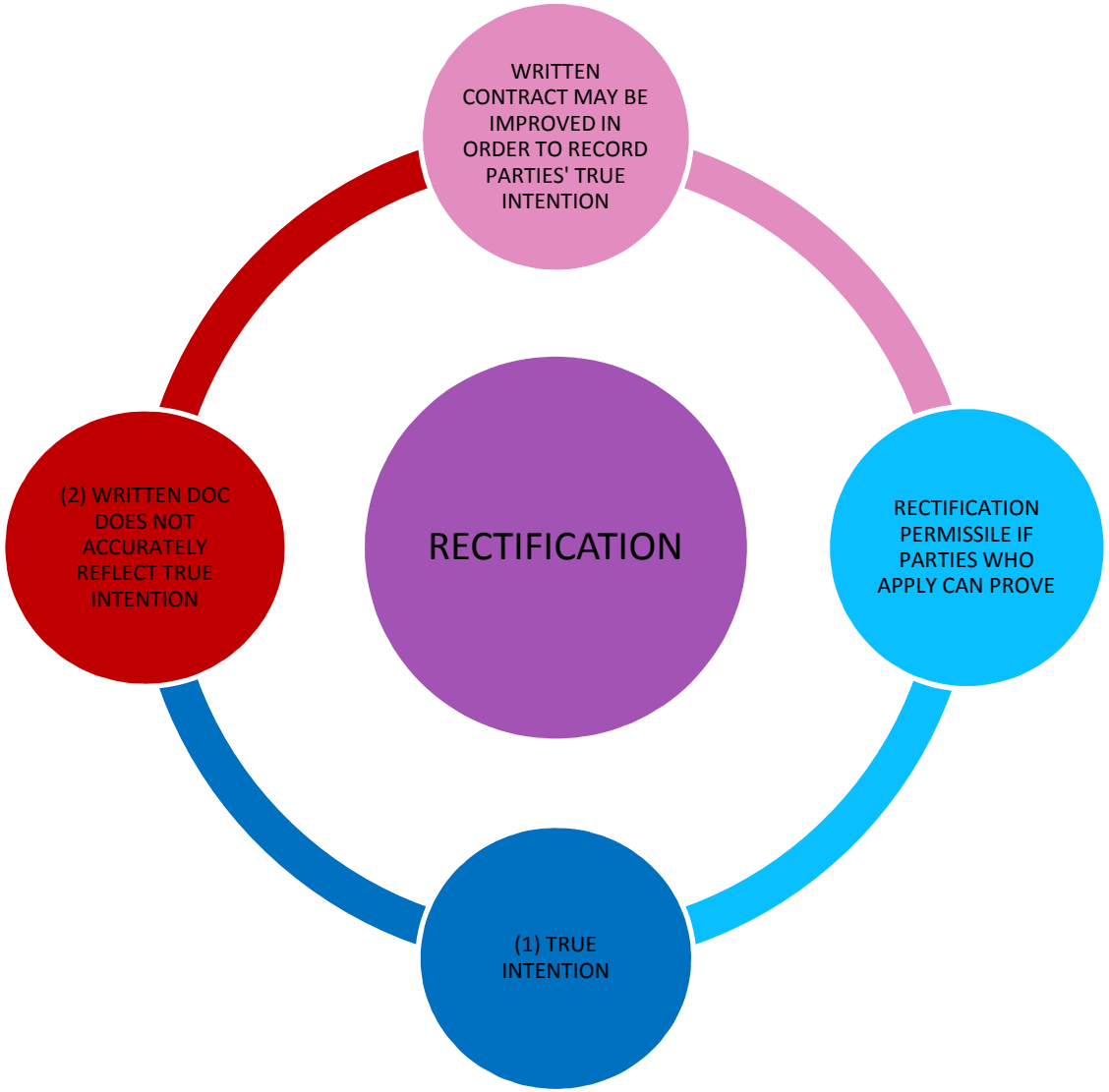
GUIDELINES TO FACILITATE INTERPRETATION
(1) WORDS ARE USED IN ORDINARY GRAMMATICAL MEANING
WORDS - TECHNICAL MEANING - INTERPRETED - SPECIFIC USAGE
(2) AFTER ASCERTAINING LITERAL MEANING - CONTEXT USED, CONTRACT AS WHOLE & SURROUNDING CIRCUMSTANCES - TAKEN INTO ACCOUNT
(3) IF UNCERTAINTY REMAINS - COURTS INTERPRET CLAUSE AGAINST PARTY RESPONSIBLE FOR DRAFTING
(4) LAW USES PRESUMPTIONS
PRESUMPTION: PARTIES INTEND AGREEMENT TO BE VALID & ENFORCEABLE
PRESUMPTION: PARTIES DO NOT INTEND TO ALTER COMMON LAW, UNLESS EXPRESSLY INDICATD
(5) PAROL EVIDENCE RULE = BROUGHT INTO OPERATION (CONTRACT REDUCED TO WRITING)
IF INTENTIONS CANNOT BE DETERMINED BY GUIDELINES, CONTRACT = VOID FOR VAGUENESS


CUSTOMER READS & UNDERSTANDS DOC & BY CONDUCT INDICATES T&C'S ACCEPTED
SUPPLIER ENTITLED TO ASSUME ASSENT IN TICKET-CASES WHERE:
IMPOSSIBLE TO PROVE THAT CUSTOMER READ DOC, SUPPLIER TOOK ALL STEPS TO ENSURE CUSTOMER ALERTED TO TERMS & CUSTOMER BY OWN CONDUCT INDICATED TERMS ACCEPTED


PAROL EVIDENCE / INTEGRATION RULE
PRINCIPLES OF INTERPRETATION
RECTIFICATION


ALSO KNOWN AS EXTRINSIC EVIDENCE RULE / INTEGRATION RULE
PARTY WILL NOT BE ABLE TO SUBMIT EVIDENCE OF AGREEMENTS BEFORE / SIMULTANEOUSLY CONCLUDED WHICH CONTRADICT, ALTER / ADD TERMS
PAROL EVIDENCE / INTEGRATION RULE
AGREEMENTS REDUCED TO WRITING
ACCORDING TO RULE: ONCE REDUCED TO WRITING / SINGLE COMPLETE DOC, WRITTEN DOC = ONLY RECORD OF AGREEMENT

PAROL EVIDENCE RULE WILL NOT APPLY IN FOLLOWING INSTANCES:
(A) DOES NOT AFFECT EVIDENCE OF AGREEMENT CONCLUDED SUBSEQUENT TO WRITTEN CONTRACT, EVEN IF VARIES / CONTRADICTS WRITTEN CONTRACT & EVEN IF MAKES ADDITIONS / EXCLUSIONS FROM WRITTEN CONTRACT
(B) DOES NOT PROHIBIT EVIDENCE OF, PRIOR INDUCING AGREEMENTS WHERE TERMS OF EARLIER DO DO NOT CONTRADICT, ALTER, ADD / VARY TERMS OF INTEGRATED WRITTEN AGREEMENT
(C) ONLY EXTENDS TO EXTRINSIC EVIDENCE WHICH TENDS TO CONTRADICT TERMS OF INTEGRATED WRITTEN CONTRACT, EVIDENCE TO PROVE:
(C.1) NULLITY / VOIDABILITY OF CONTRACT AS WHOLE = NOT SUBJECT TO RULE
(C.2) OBJECTIVELY DETERMINAL FACTS RECORDED IN DOC WERE ALSO NOT SUBJECT TO RULE


WRITTEN CONTRACT MAY BE IMPROVED IN ORDER TO RECORD PARTIES' TRUE INTENTION
RECTIFICATION
RECTIFICATION PERMISSILE IF PARTIES WHO APPLY CAN PROVE
(1) TRUE INTENTION
(2) WRITTEN DOC DOES NOT ACCURATELY REFLECT TRUE INTENTION