		Page
Pref	$\dot{a}ce$	V
	e of Cases	XV
Tabl	e of Statutes	lxxxix
Tabl	e of Statutory Instruments	xci
	CHAPTER 1	
	AN OVERVIEW	
		Para.
1	In a nutshell	1.01
	A new beginning?	1.02
	The meaning which the document would convey	1.03
	The admissible evidence	1.04
	Negotiations and subjective intent	1.05
	Meaning is contextual	1.06
	The importance of the words	1.07
	Principles to be read as a whole	1.08
0.	Timorphos to outland as a wildre	
	CHAPTER 2	
	THE PURPOSE OF INTERPRETATION	
	THE PURPOSE OF INTERPRETATION	
1	The man of interpretation	2.01
	The purpose of interpretation	2.01
	Ascertainment of meaning to a reasonable reader	2.02
	Interpretation is objective	2.03
	A contract has only one meaning	2.04
	What is intention?	2.05
	How the meaning of the contract is to be ascertained	
	Business common sense	2.07
	The limits of business common sense	2.08
	Prima facie presumptions	2.09
	Strict construction	2.10
	Manipulative interpretation	2.11
	Matters of impression	2.12
13.	Why not say it?	2.13
	CHAPTER 3 .	
	THE MATERIALS AVAILABLE	
1.	The document to be interpreted	3.01

2.	Supplemental documents	3.02
	Documents forming part of the same transaction	3.03
	Deleted words	3.04
	Antecedent agreements	3.05
	Published precedents	3.06
	Draft agreements	3.07
	Explanatory notes	3.08
(54.1	Pre-contractual negotiations	3.09
Take .	Expressly incorporated terms	3.10
	The parol evidence rule	3.11
	Terms incorporated by notice	3.12
13.	Terms incorporated by course of dealing	3.13
14.	Battle of the forms	3.14
15.	When a representation becomes a term of the contract	3.15
16.	Entire agreement clauses	3.16
17.	Background	3.17
18.	Background and standard forms negotiable contracts and	
	public documents	3.18
19.	Subsequent conduct of the parties	3.19
20.	Ancient documents	3.20
	CHAPTER 4	
	LAW AND PRECEDENT	
	DAW MIND I RECEDENT	
1	T 1 C	1 O1
1.	Law and fact	4.01
2.	Fact	4.02 4.03
	Categorisation and construction	4.03
	Principles of interpretation are not rules of law	4.04
	Interpretation not to be affected by legal result	4.05
	The legal background	4.00
2.0	The use of precedent in theory	4.07
8.		4.00
9.		4.09
	The practice of conveyancers	4.10
11.	One-off contracts	4.11
	CHAPTER 5	
	THE MEANING OF WORDS	
1.	The golden rule	5.01
2.	The ordinary meaning of words	5.02
3.	The use of dictionaries and other materials	5.03
4.	Multiple meanings	5.04
	Words of imprecise meaning	5.05
	Foreign words	5.06
7	Scientific and technical terms	5.07

	Legal terms of art	5.08
	Customary meanings	5.09
	Parties' own dictionary	5.10
	Definition clauses	5.11
	Context	5.12
	Headings	5.13
	Layout and punctuation	5.14
	Date for application of meaning	5.15
16.	Statutory meanings	5.16
	Chapter 6	
	IMPLIED TERMS	
1	The nature of implied terms	6.01
	Test for implied terms as legal incidents	6.02
	Implication of terms as interpretation	6.03
	The default position	6.04
	When a term will be implied	6.05
	Applicable criteria	6.06
7.	The term must be reasonable	6.07
8.	The term must be necessary to give business efficacy to	
	the contract	6.08
	The term must be so obvious it goes without saying	6.09
	The term must be capable of clear expression	6.10
100	The term must not contradict any express term of the contract	6.11
	Terms implied by custom	6.12
	Correlative obligations	6.13
	Terms as to prevention of performance	6.14
	Terms as to co-operation	6.15
	Time of performance	6.16
	Terms as to price	6.17
	Terms as to duration	6.18
	Standard of performance	6.19
20.	Executory and executed contracts	6.20
	CHAPTER 7	
	THE CANONS OF CONSTRUCTION	•
1.	THE RUMBULOTT OF CONTOURS OF COLUMN	7.01
	Construing the document as a whole	7.02
	Giving effect to all parts of a contract	7.03
4.	Standard printed terms and special terms	7.04
5.	General provisions and special provisions	7.05
6.	1	7.06
/.	Express terms negative implied terms	7.07
Ŏ.	Construction contra proferentem	7.08

9.	Construction in favour of consumer	7.09
	Party not to take advantage of own wrong	7.10
	Contract to be construed so as to be lawful	7.11
	Expression of terms implied by law	7.12
	The ejusdem generis principle	7.13
	Meaning is known by context	7.14
	Distributive construction	7.15
16.	Saving the document	7.16
Sec.	The reasonableness of the result	7.17
18.	The clear words principle	7.18
	Presumption against impossibility	7.19
7		
9	CHAPTER 8	
1	Ambiguity and Uncertainty	
1.	The meaning of ambiguity	8.01
2.	Two types of ambiguity	8.02
3.	Patent ambiguity	8.03
4.	Latent ambiguity	8.04
5.	The nature of the admissible evidence	8.05
6.	Election curing ambiguity	8.06
7.	Who has the right to elect	8.07
8.	When the election is to be made	8.08
9.	Obligations that can be performed in different ways	8.09
10.	Uncertainty	8.10
11.	Approach to uncertainty	8.11
12.	Making certain	8.12
13.	Unwillingness to hold void for uncertainty	8.13
14.	Executory and executed contracts	8.14
15.	The test of uncertainty	8.15
16.	Blank spaces	8.16
17.	Agreements to agree	8.17
18.	Effect of uncertainty	8.18
	CHAPTER 9	
	Mistakes and Inconsistencies	
1	Correction of mistakes by construction	9.01
2.	The nature of the mistake	9.02
20.	Mistakes in effect	9.03
	The quality of the mistake	9.04
	Falsa demonstratio	9.05
<i>5</i> . <i>6</i> .		9.05
7	False labels	9.00
8.	Internal inconsistency	9.07
o. 9.	Inconsistency with main object	9.09
9.	moundiscency with main object	1.09

10.	Inconsistency between written and printed clauses	9.10
11.	Inconsistency between words and figures	9.11
	Inconsistency between written terms and incorporated terms	9.12
	Approach to potential inconsistency	9.13
15.	approudit to potential interesting	
	Chapter 10	
	PRELIMINARY PARTS OF A DEED	
1.	Meaning of the premises	10.01
2.	Presumption of due date	10.02
3.	No date or impossible date	10.03
	Sequence of documents	10.04
	Description of parties	10.05
	Parties referred to by class rather than by name	10.06
	Evidence admissible to identify parties	10.07
	Misnomer	10.08
	Third party may take the benefit of a contract	10.09
	Recitals	10.10
	Recitals as an aid to construction	10.11
	Recitals and contracts whose meaning is clear	10.12
	Recitals and contracts whose meaning is otherwise unclear	10.13
	Inconsistency between recitals and operative part	10.14
	Recital as obligation	10.15
	Recital as estoppel	10.16
	Recitals as evidence	10.17
160	Consideration	10.17
	Receipt	10.19
17,	recorpt	
	CHAPTER 11	
	THE SUBJECT MATTER OF THE CONTRACT	
1.	Parcels—a mixed question of fact and law	11.01
2.	Decisiveness of result	11.02
3.	Evidence admissible to identify the subject matter of contract	11.03
4.	Evidence of physical features	11.04
	Admissibility of evidence: special rules	11.05
	Different kinds of description	11.06
		11.07
8.	Plans as warranties	11.08
	Legal presumptions	11.09
	Land bordering a road or river	11.10
	Hedges or ditches	11.11
	Horizontal divisions	11.12
	External walls and protections	11.13
	Exceptions and reservations	11.14
	Conveyances "subject to" other interests	11.15

CHAPTER 12 EXEMPTION CLAUSES

1.	Classification of exemption clauses	12.01
2.	Interpretation of contract as a whole	12.02
34	General approach to exemption clauses	12.03
4.	Strict construction	12.04
5.	Exemption clause must be unambiguous	12.05
	Liability for negligence	12.06
	Express exclusion of liability for negligence	12.07
	Liability for negligence excluded by the ordinary meaning	
	of the clause	12.08
	Possible heads of damage other than negligence	12.09
	Interpretation of clause as a warning	12.10
	Liability for fundamental breach	12.11
	Presumptions of interpretation	12.12
	The limits of an exemption clause	12.13
	Exemption from liability for consequential loss	12.13
	Indemnity clauses	12.15
	Clauses limiting liability	12.15
	Time bar clauses	12.17
	Deviation	12.17
	Exclusion of particular rights or remedies	12.10
	Non-reliance clauses	12.10
20.	14011-1CHance Clauses	12.20
	CHAPTER 13	
	Force Majeure Clauses	
1.	Force majeure clauses	13.01
	Force majeure as exemption clauses	13.02
	The triggering event	13.03
	Events beyond control	13.04
	Event caused by party's negligence	13.05
	Prevention of performance	13.06
	Hindrance or delay	13.07
	Causation	13.08
	Alternative methods of performance	13.09
	Notice provisions	13.10
	Exclusion of frustration	13.11
	CHAPTER 14	
	CHAPTER 14 CHAPTER 14 CHAPTER 14 CHAPTER 14	
	CERTIFICATES, CONSENTS, AND DEEMING CLAUSES	
1.	Certificates	14.01
2.		14.02
3.	Obligations to be determined by third party	14.03

Obligations to be decided by one party to the contract	14.04
	14.05
Form of certificate and identity of certifier	14.06
Finality of certificate or expert determination	14.07
Scope of certificate or expert determination	14.08
Certificates as conditions precedent	14.09
Consents in conveyancing transactions	14.10
Contractual discretion	14.11
Deeming clauses	14.12
	Form of certificate and identity of certifier Finality of certificate or expert determination Scope of certificate or expert determination

CHAPTER 15 STIPULATIONS AS TO TIME

Divisions of Time and its Computation

1.	Year	15.01
2.	Quarters	15.02
3.	Month	15.03
4.	The corresponding date rule	15.04
5.	Day	15.05
6.	Time of day	15.06
7.	Fractions of a day	15.07
8.	Inclusion or exclusion of days in computing time	15.08
9.	Action within a certain period	15.09
10.	Action forthwith or as soon as possible	15.10
11.	Period on expiry of which act is to be done	15.11
The	Importance of Being Punctual	
12.	Time of the essence as a matter of construction	15.12
13.	Whether time is of the essence	15.13
14.	Time expressly of the essence	15.14
15.	Time of the essence because of nature of the contract	15.15
16.	Options and unilateral contracts	15.16
17.	Conditional contracts	15.17
18.	Rent review clauses	15.18
19.	Mercantile contracts	15.19

CHAPTER 16 CONDITIONS AND CONDITIONAL OBLIGATIONS

1.	The meaning of "condition"	16.01
2.	Conditions precedent	16.02
	Subject to contract	16.03
4.	Subject to survey	16.04
5.	Subject to other matters	16.05
	Implied duties to fulfil conditions	16.06

7.	Express duties to fulfil conditions: best endeavours and	
	similar clauses	16.07
8.	Time for fulfilment of conditions	16.08
9.	Contingent and promissory conditions	16.09
	Classification of contractual obligations	16.10
	Construction and fact	16.11
12.	When a term is a condition	16.12
13.	Conditions subsequent	16.13
	Options and unilateral contracts	16.14
	Dependent and independent obligations	16.15
	Participial phrases	16.16
	CHAPTER 17	
	PENALTIES, TERMINATION AND FORFEITURE CLAUSES	
	PENALTIES, TERMINATION AND PORFEITURE CLAUSES	
	Nature of a penalty clause	17.01
	Penalty a question of construction	17.02
3.	Sum must be payable on breach	17.03
4.	Sum payable on breach and other events	17.04
	Terminology not decisive	17.05
6.	General approach to categorisation	17.06
7.	Sum payable extravagant and unconscionable	17.07
8.	Sum payable on breach of contract to pay money	17.08
9.	Accelerated payment	17.09
10.	Sum payable for breach of more than one obligation	17.10
11.	Deposits	17.11
12.	Rates of interest	17.12
	Options to terminate	17.13
14.	Termination clauses	17.14
15.	Forfeiture clauses	17.15
	CHAPTER 18	
	DISPUTE RESOLUTION	
1	Incorporation of arbitration clauses	18 01
2	Whether parties bound to arbitrate	18.02
	Presumption of one-stop arbitration	18.03
	Capacity in which third party is to act	18.04
	Determination by expert	18.05
	Validity of expert's determination	18.06
	Expert's determination binding	18.07
	Alternative dispute resolution clauses	18.08
	Contractual dispute resolution clause as condition precedent	18.09
	Incorporation of choice of jurisdiction clause	18.10
	Exclusive and non-exclusive jurisdiction clauses	18.11
12.	Scope of jurisdiction clauses	18.12
	Choice of law clauses	18.13