### Contract Law Dictionary

This is a specialized sub-listing of our comprehensive [Law Dictionary](http://www.duhaime.org/LegalDictionary.aspx), where we've grouped terms relevant to this topic. If your contract law word is not here, do a SEARCH using the search box above.

[Ab Absurdo](http://www.duhaime.org/LegalDictionary/A/AbAbsurdo.aspx)

Latin: an evidentiary suggestion or statutory interpretation that is, or leads to, an absurdity.

[Acceleration Clause](http://www.duhaime.org/LegalDictionary/A/AccelerationClause.aspx)

A clause in a contract that states that if a payment is missed, or some other default occurs (such as the debtor becoming insolvent), then the contract is fully due immediately.

[Acceptance](http://www.duhaime.org/LegalDictionary/A/Acceptance.aspx)

The final and unequivocal expression of assent to another's offer to contract.

[Accord and Satisfaction](http://www.duhaime.org/LegalDictionary/A/AccordandSatisfaction.aspx)

The act of one party, having complied with its contractual obligation, accepting some type of compensation from the other party (usually money and of a lesser value) in lieu of enforcing the contract and holding the other party to their original obligation.

[Acquiescence](http://www.duhaime.org/LegalDictionary/A/Acquiescence.aspx)

Action or inaction which binds a person legally even though it was not intended as such.

[Adhesion Contract](http://www.duhaime.org/LegalDictionary/A/AdhesionContract.aspx)

A fine-print consumer form contract which is generally given to consumers at point-of-sale, with no opportunity for negotiation as to it's terms, and which, typically, sets out the terms and conditions of the sale to advantage the seller.

[Agency](http://www.duhaime.org/LegalDictionary/A/Agency.aspx)

A fiduciary relationship between one person (a principal) and another (an agent) that the agent shall act on the principal's behalf.

[Agent](http://www.duhaime.org/LegalDictionary/A/Agent.aspx)

A person who has received the power to act on behalf of another, binding that other person as if he or she were themselves making the decisions.

[Aleatory Contract](http://www.duhaime.org/LegalDictionary/A/AleatoryContract.aspx)

Civil law: a contract which depends on an uncertain event.

[Allonge](http://www.duhaime.org/LegalDictionary/A/Allonge.aspx)

A piece of paper which has been attached to a contract, a check or any promissory note, on which to add signatures because there is not enough room on the main document.

[Animus Contrahendi](http://www.duhaime.org/LegalDictionary/A/AnimusContrahendi.aspx)

Latin: an intention to contract.

[Antedate](http://www.duhaime.org/LegalDictionary/A/Antedate.aspx)

To date back; retroactively.

[Antichresis](http://www.duhaime.org/LegalDictionary/A/Antichresis.aspx)

Civil law: the pledge of real property as security for a debt.

[Anticipatory Breach](http://www.duhaime.org/LegalDictionary/A/AnticipatoryBreach.aspx)

When a party to a contract receives an indication from the other party that they intend on not performing their contractual obligations.

[Arrears](http://www.duhaime.org/LegalDictionary/A/Arrears.aspx)

A debt that is not paid on the due date adds up and accumulates in arrears.

[As Is](http://www.duhaime.org/LegalDictionary/A/AsIs.aspx)

That a product is sold in the condition in which it then exists.

[Assign](http://www.duhaime.org/LegalDictionary/A/Assign.aspx)

To sell, give or otherwise transfer some legal right or responsibility to another.

[Assumpsit](http://www.duhaime.org/LegalDictionary/A/Assumpsit.aspx)

Medieval era action for breach of contract.

[Bad Faith](http://www.duhaime.org/LegalDictionary/B/BadFaith.aspx)

Intent to deceive. A person who intentionally tries to deceive or mislead another in order to gain some advantage.

[Bailee](http://www.duhaime.org/LegalDictionary/B/Bailee.aspx)

The person who receives property through a contract of bailment, from the bailor, and who may be committed to certain duties of care towards the property while it remains in his or her possession.

[Bailment](http://www.duhaime.org/LegalDictionary/B/Bailment.aspx)

The transfer of possession of something (by the bailor) to another person (called the bailee) for some temporary purpose (eg. repair or storage) after which the property is either returned to the bailor or otherwise disposed of in accordance with the contract of bailment.

[Bailor](http://www.duhaime.org/LegalDictionary/B/Bailor.aspx)

The person who temporarily transfers possession of property to another, the bailee, under a contract of bailment.

[Battle of the Forms](http://www.duhaime.org/LegalDictionary/B/BattleoftheForms.aspx)

Two persons intending to contract but tendering differing form contracts rendering the conclusion as to the terms of the contract, or a determination as to whether there was a contract, difficult.

[Blue-Pencil Severance](http://www.duhaime.org/LegalDictionary/B/BluePencilSeverance.aspx)

Striking out an offending part of a legal document, such as a contract or a statute.

[Breach of Contract](http://www.duhaime.org/LegalDictionary/B/BreachofContract.aspx)

A failure of a party to a contract to perform his or her obligations as agreed to within the contract.

[Call For Tenders](http://www.duhaime.org/LegalDictionary/C/CallForTenders.aspx)

A property owner's invitation, sometimes at large, sometimes to a select group, for bids to complete a particular project.

[Caveat Emptor](http://www.duhaime.org/LegalDictionary/C/CaveatEmptor.aspx)

Let the buyer beware or that the buyers should examine and check for themselves things which they intend to purchase and that they cannot later hold the vendor responsible for the broken condition of the thing bought.

[Certainty of Terms](http://www.duhaime.org/LegalDictionary/C/CertaintyofTerms.aspx)

A legal requirement of a valid offer to contract; that it must be precise and definite in order to be subject to acceptance.

[Chirograph](http://www.duhaime.org/LegalDictionary/C/Chirograph.aspx)

A medieval form of contract which allowed for several verifiable authentic versions.

[Choice of Law Clause](http://www.duhaime.org/LegalDictionary/C/ChoiceofLawClause.aspx)

A term of a contract which sets the jurisdiction for dispute resolution, or the applicable law, in the event of any dispute between the conrtracting parties.

[CIF](http://www.duhaime.org/LegalDictionary/C/CIF.aspx)

Transportation contract acronym for "cost, insurance and freight" usually in reference to the sale price being inclusive thereof.

[Civil Code](http://www.duhaime.org/LegalDictionary/C/CivilCode.aspx)

A document in civil law jurisdictions that purports to be a compendium of the applicable law as it pertains to the citizen.

[Civil Law](http://www.duhaime.org/LegalDictionary/C/CivilLaw.aspx)

A body of law derived and evolved directly from Roman Law, the primary feature of which is that laws are struck in writing; codified, and not determined, as in the common law, by the opinions of judges based on historic customs.

[Collateral](http://www.duhaime.org/LegalDictionary/C/Collateral.aspx)

Property which has been committed to guarantee a loan.

[Collective Bargaining Agreement](http://www.duhaime.org/LegalDictionary/C/CollectiveBargainingAgreement.aspx)

A contract on hiring, working conditions and dispute resolution between an employer and a union, the latter representing employees of a defined group.

[Common Law](http://www.duhaime.org/LegalDictionary/C/CommonLaw.aspx)

Judge-declared law. Law which exists and applies to a group on the basis of customs and legal precedents developed over hundreds of years in Britain.

[Compensatory Damages](http://www.duhaime.org/LegalDictionary/C/CompensatoryDamages.aspx)

Damages that compensate the injured victim for injuries actually endured.

[Competency](http://www.duhaime.org/LegalDictionary/C/Competency.aspx)

An individual's ability to understand the nature and object of legal proceedings being presented, and to consult with counsel.

[Condition Precedent](http://www.duhaime.org/LegalDictionary/C/ConditionPrecedent.aspx)

A contractual condition that suspends the coming into effect of a contract unless or until a certain event takes place.

[Condition Subsequent](http://www.duhaime.org/LegalDictionary/C/ConditionSubsequent.aspx)

A condition in a contract that causes the contract to become invalid if a certain event occurs.

[Confusion](http://www.duhaime.org/LegalDictionary/C/Confusion.aspx)

Civil law: grounds for extinguishing a contractual obligation when creditor and debtor become the same person.

[Consensus Ad Idem](http://www.duhaime.org/LegalDictionary/C/ConsensusAdIdem.aspx)

Latin: an agreement - a meeting of the minds between the parties where all understand the commitments made by each. A basic requirement for a contract.

[Consideration](http://www.duhaime.org/LegalDictionary/C/Consideration.aspx)

Some right, interest, profit or benefit accruing to the one party of a contract, or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other.

[Construction](http://www.duhaime.org/LegalDictionary/C/Construction.aspx)

The legal process of interpreting a phrase or document; of trying to find it’s meaning.

[Contract](http://www.duhaime.org/LegalDictionary/C/Contract.aspx)

An agreement between persons which obliges each party to do or not to do a certain thing.

[Contract Law](http://www.duhaime.org/LegalDictionary/C/ContractLaw.aspx)

That body of law which regulates the formation and enforcement of contracts.

[Contribution](http://www.duhaime.org/LegalDictionary/C/Contribution.aspx)

The right of a person who has discharged a common liability to recover proportionate share from the other(s) that were so liable.

[Counter Offer](http://www.duhaime.org/LegalDictionary/C/CounterOffer.aspx)

A reply to an offer which is conditional.

[Covenant](http://www.duhaime.org/LegalDictionary/C/Covenant.aspx)

A written document in which signatories either commit themselves to do a certain thing, to not do a certain thing or in which they agree on a certain set of facts.

[Creditor](http://www.duhaime.org/LegalDictionary/C/Creditor.aspx)

A person to whom money, goods or services are owed by the debtor.

[Damages](http://www.duhaime.org/LegalDictionary/D/Damages.aspx)

A cash compensation ordered by a court to offset losses or suffering caused by another’s fault or negligence.

[Debt](http://www.duhaime.org/LegalDictionary/D/Debt.aspx)

An amount of money due and payable, from one person to another.

[Debtor](http://www.duhaime.org/LegalDictionary/D/Debtor.aspx)

A person who owes money, goods or services to another, the latter being referred to as the creditor.

[Deceit](http://www.duhaime.org/LegalDictionary/D/Deceit.aspx)

Willful or reckless misrepresentation or concealment of material facts with an intent to mislead.

[Deceptive Trade Practice](http://www.duhaime.org/LegalDictionary/D/DeceptiveTradePractice.aspx)

An intentional act or omission in the course of trade or commerce that has the tendency or capacity to mislead or create the likelihood of deception.

[Deed](http://www.duhaime.org/LegalDictionary/D/Deed.aspx)

A binding promise to do something or certifying a transaction which adheres to required legal rituals such as a seal or form of signature.

[Defeasance](http://www.duhaime.org/LegalDictionary/D/Defeasance.aspx)

A side-contract which contains a condition which, if realized, could defeat the main contract.

[Delusion](http://www.duhaime.org/LegalDictionary/D/Delusion.aspx)

A firm yet irrational belief and which may affect an individual's capacity to contract.

[Disclaimer](http://www.duhaime.org/LegalDictionary/D/Disclaimer.aspx)

A renunciation or refusal of rights or liability which might otherwise fall upon the person.

[Duress](http://www.duhaime.org/LegalDictionary/D/Duress.aspx)

Where a person is prevented from acting (or not acting) according to their free will, by threats or force of another, it is said to be 'under duress'.

[E-Commerce](http://www.duhaime.org/LegalDictionary/E/ECommerce.aspx)

The buying and sellling of goods and services on the internet.

[Ejusdem or Eiusdem Generis](http://www.duhaime.org/LegalDictionary/E/EjusdemorEiusdemGeneris.aspx)

Of the same kind or nature.

[Emptio or Emtio](http://www.duhaime.org/LegalDictionary/E/EmptioorEmtio.aspx)

Latin for 'purchase' or referring to the contract in which something is bought.

[Equitable Fraud](http://www.duhaime.org/LegalDictionary/E/EquitableFraud.aspx)

Conduct which, having regard to some special relationship between the two parties concerned, is an unconscionable thing for the one to do towards the other.

[Equity](http://www.duhaime.org/LegalDictionary/E/Equity.aspx)

A branch of English law which developed hundreds of years ago when litigants would go to the King and complain of harsh or inflexible rules of common law which prevented "justice" from prevailing.

[Escrow](http://www.duhaime.org/LegalDictionary/E/Escrow.aspx)

When the performance of something is outstanding and a third party holds onto money or a written document (such as shares or a deed) until a certain condition is met between the two contracting parties.

[Exceptio Non Adimpleti Contractus](http://www.duhaime.org/LegalDictionary/E/ExceptioNonAdimpletiContractus.aspx)

Latin: exception of a non-performed contract.

[Expressio Unius Est Exclusio Alterius](http://www.duhaime.org/LegalDictionary/E/ExpressioUniusEstExclusioAlterius.aspx)

Latin: the expression of one thing is the exclusion of the other.

[Falsa Demonstratio Non Nacet](http://www.duhaime.org/LegalDictionary/F/FalsaDemonstratioNonNacet.aspx)

A wrong description of an item in a legal document (such as a will) will not necessarily void the gift if it can be determined from other facts.

[Feme Covert](http://www.duhaime.org/LegalDictionary/F/FemeCovert.aspx)

French: a married woman.

[Feme Sole](http://www.duhaime.org/LegalDictionary/F/FemeSole.aspx)

French: an unmarried woman.

[First In, First Out Rule](http://www.duhaime.org/LegalDictionary/F/FirstInFirstOutRule.aspx)

Each withdrawal in an account, made without particulars, is presumed to be a return of all or part of the oldest deposit.

[F.O.B.](http://www.duhaime.org/LegalDictionary/F/FOB.aspx)

Acronym for 'free on board'; a contract whereby the seller of goods agrees to absorb the costs of delivering the goods to the purchaser's transporter of choice.

[Forward Contract](http://www.duhaime.org/LegalDictionary/F/ForwardContract.aspx)

An agreement to buy or sell a specified thing at a fixed price at some future date.

[Fraud](http://www.duhaime.org/LegalDictionary/F/Fraud.aspx)

Deceitful or deceptive conduct designed to manipulate another person to give something of value.

[Freedom of Contract](http://www.duhaime.org/LegalDictionary/F/FreedomofContract.aspx)

That men and women have the liberty of contracting as they see fit with the expectation that those contracts will be judicially enforced if necessary, subject only to public policy.

[Frustration](http://www.duhaime.org/LegalDictionary/F/Frustration.aspx)

The inability to complete a contract because the object of it has been lost or fundamentally changed.

[Gift](http://www.duhaime.org/LegalDictionary/G/Gift.aspx)

A transfer of property with nothing given in return.

[Grand-Father Clause](http://www.duhaime.org/LegalDictionary/G/GrandFatherClause.aspx)

A provisions in law or a contract which exempts persons already engaging in the activity which the law or contract prohibits, from adverse results from the subsequent law or contract.

[Guarantee or Guaranty](http://www.duhaime.org/LegalDictionary/G/GuaranteeorGuaranty.aspx)

A back-up debtor who steps in if the primary debtor defaults.

[Guarantor](http://www.duhaime.org/LegalDictionary/G/Guarantor.aspx)

A person who pledges payment or performance of a contract of another, but separately, as part of an independently contract with the obligee of the original contract.

[Hadley v Baxendale, Rule in](http://www.duhaime.org/LegalDictionary/H/HadleyvBaxendaleRulein.aspx)

A rule of contract law which limits the defendant of a breach of contract case to damages which can reasonably be anticipated to flow from the breach.

[Incapacitated](http://www.duhaime.org/LegalDictionary/I/Incapacitated.aspx)

An individual who lacks the ability to meet essential requirements for physical health, safety, or self-care.

[Incompetency](http://www.duhaime.org/LegalDictionary/I/Incompetency.aspx)

An individual who has a significant risk of personal harm based upon an inability to adequately provide for nutrition, health, housing, or physical safety.

[Indemnity](http://www.duhaime.org/LegalDictionary/I/Indemnity.aspx)

Contract with a third-party to perform another's obligations if called upon to do so by the third-party, whether the other has defaulted or not.

[Innominate Terms](http://www.duhaime.org/LegalDictionary/I/InnominateTerms.aspx)

An implied term of a contract which is neither classed as a condition or a warranty but somewhere in between; an intermediary or innominate term.

[Insanity](http://www.duhaime.org/LegalDictionary/I/Insanity.aspx)

Disorder which impairs the human mind and prevents distinguishing between actions that are right or wrong.

[Inter Partes](http://www.duhaime.org/LegalDictionary/I/InterPartes.aspx)

Latin: between, among parties.

[In Terrorem](http://www.duhaime.org/LegalDictionary/I/InTerrorem.aspx)

Latin: in terror, fright, threat or warning.

[Inter Se](http://www.duhaime.org/LegalDictionary/I/InterSe.aspx)

Latin: as between or amongst themselves.

[Intuitu Personae](http://www.duhaime.org/LegalDictionary/I/IntuituPersonae.aspx)

Latin: Because of the person.

[Inure](http://www.duhaime.org/LegalDictionary/I/Inure.aspx)

To take effect, to result; to come into operation.

[Invitation to Treat](http://www.duhaime.org/LegalDictionary/I/InvitationtoTreat.aspx)

An invitation to another person to make an offer to contract.

[Joint and Several Liability](http://www.duhaime.org/LegalDictionary/J/JointandSeveralLiability.aspx)

Liability of more than one person for which each person is liable to pay back the entire amount of a debt or damages.

[Laches](http://www.duhaime.org/LegalDictionary/L/Laches.aspx)

An allegation that a legal right is stale under the circumstances and noi longer able to support enforcement.

[Laissez-faire](http://www.duhaime.org/LegalDictionary/L/Laissezfaire.aspx)

French: leave alone. A theory of contract law that persons ought to have freedom of contract with minimal state or judicial interference.

[Legalese](http://www.duhaime.org/LegalDictionary/L/Legalese.aspx)

Legal terms combined in long-winded sentences, or varied or with permutations, with the initial design of legal or drafting precision but which otherwise add unnecessary complexity or inadvertently resulting in confusion.

[Lex Causae](http://www.duhaime.org/LegalDictionary/L/LexCausae.aspx)

Latin; law of the cause.

[Lex Loci Contractus](http://www.duhaime.org/LegalDictionary/L/LexLociContractus.aspx)

Latin: the law of the place where the contract is made.

[Liability](http://www.duhaime.org/LegalDictionary/L/Liability.aspx)

A legal obligation, either due now or at some time in the future.

[Liquidated Damages](http://www.duhaime.org/LegalDictionary/L/LiquidatedDamages.aspx)

Pre-determined damages.

[Lunatic](http://www.duhaime.org/LegalDictionary/L/Lunatic.aspx)

An individual who, though once of sound mind, can no longer manage his person or his affairs.

[Mailbox Rule](http://www.duhaime.org/LegalDictionary/M/MailboxRule.aspx)

A contract law exception that makes a mailed acceptance of an offer valid as of posting.

[Mala Fides](http://www.duhaime.org/LegalDictionary/M/MalaFides.aspx)

Latin: bad faith.

[Meeting of the Minds](http://www.duhaime.org/LegalDictionary/M/MeetingoftheMinds.aspx)

The fact of contracting parties arresting their thoughts on a common set of fundamental terms.

[Memorandum of Understanding (MOU)](http://www.duhaime.org/LegalDictionary/M/MemorandumofUnderstanding.aspx)

A document which generally is not intended to be legally binding but, if meeting the other criteria, can be, in law, a contract.

[Merger](http://www.duhaime.org/LegalDictionary/M/Merger.aspx)

The absorption of one corporation by another.

[Misrepresentation](http://www.duhaime.org/LegalDictionary/M/Misrepresentation.aspx)

A false and material statement which induces a party to enter into a contract.

[Mistake](http://www.duhaime.org/LegalDictionary/M/Mistake.aspx)

A fundamental error going to the root of a purported contract.

[Mitigation of Damages](http://www.duhaime.org/LegalDictionary/M/MitigationofDamages.aspx)

The obligation upon a person who sues another for damages, to minimize - mitigate - those damages, as far as reasonable.

[MOU](http://www.duhaime.org/LegalDictionary/M/MOU.aspx)

Abbreviation of Memorandum of Understanding. A document intended to become a contract but which, if meeting other criteria, can be recognized, in law, as a contract.

[Mutilation](http://www.duhaime.org/LegalDictionary/M/Mutilation.aspx)

To render a thing imperfect by cutting off or destroying a part.

[Necessaries of Life](http://www.duhaime.org/LegalDictionary/N/NecessariesofLife.aspx)

A product or service sold or provided to an individual not legally competent, which are useful to his or her comfort or convenience taking into account the age and condition of the individual.

[Non Compos Mentis](http://www.duhaime.org/LegalDictionary/N/NonComposMentis.aspx)

Latin: Not of sound mind.

[Non Est Factum](http://www.duhaime.org/LegalDictionary/N/NonEstFactum.aspx)

Latin for not his deed and a special defense in contract law to allow a person to avoid having to respect a contract that she or he signed because of certain reasons such as a mistake as to the kind of contract.

[Noscitur a sociis](http://www.duhaime.org/LegalDictionary/N/Nosciturasociis.aspx)

Latin: that the meaning of a word may be known from accompanying words.

[Novation](http://www.duhaime.org/LegalDictionary/N/Novation.aspx)

Substitute a new debt for an old debt, canceling the old debt.

[Nudum Pactum](http://www.duhaime.org/LegalDictionary/N/NudumPactum.aspx)

Latin: an empty pact; a contract for which there is no consideration.

[Obligations](http://www.duhaime.org/LegalDictionary/O/Obligations.aspx)

A legal requirement established by law, contract or as a result of unlawful harm caused to the person or property of another.

[Obligee](http://www.duhaime.org/LegalDictionary/O/Obligee.aspx)

The person who is to receive the benefit of someone else's obligation.

[Obligor](http://www.duhaime.org/LegalDictionary/O/Obligor.aspx)

A person who is contractually or legally, committed or obliged, to providing something to another person (the obligee).

[Offer](http://www.duhaime.org/LegalDictionary/O/Offer.aspx)

A explicit proposal to contract which, if accepted, completes the contract and binds both the person that made the offer and the person accepting the offer to the terms of the contract.

[Open-Ended Agreement](http://www.duhaime.org/LegalDictionary/O/OpenEndedAgreement.aspx)

A contract silent as to an essential term left either to the discretion of one of the contracting parties, or in making the duration of the contract indefinite.

[Pacta Sunt Servanda](http://www.duhaime.org/LegalDictionary/P/PactaSuntServanda.aspx)

Latin: agreements must be kept.

[Pari Delicto](http://www.duhaime.org/LegalDictionary/P/PariDelicto.aspx)

Latin: of equal fault.

[Parol Evidence Rule](http://www.duhaime.org/LegalDictionary/P/ParolEvidenceRule.aspx)

Verbal evidence is inadmissible to vary or contradict the terms of a written agreement.

[Performance Bond](http://www.duhaime.org/LegalDictionary/P/PerformanceBond.aspx)

A contract wherein a third-party, in exchange for a fee, secures another's fulfillment of a contract or performance of a duty.

[Personal Services Contract](http://www.duhaime.org/LegalDictionary/P/PersonalServicesContract.aspx)

A contract in which the skills or talents of a party are material.

[Pollicitation](http://www.duhaime.org/LegalDictionary/P/Pollicitation.aspx)

Civil law: an offer which has not been accepted.

[Postal Rule](http://www.duhaime.org/LegalDictionary/P/PostalRule.aspx)

A rule of contract law that makes an exception to the general rule that an acceptance is only created when communicated directly to the offeror.

[Potestative Condition](http://www.duhaime.org/LegalDictionary/P/PotestativeCondition.aspx)

A condition made in a contract the fulfillment of which is entirely in the control of one of the parties to the contract.

[Private Law](http://www.duhaime.org/LegalDictionary/P/PrivateLaw.aspx)

Law which regulates the relationships between individuals.

[Privity of Contract](http://www.duhaime.org/LegalDictionary/P/PrivityofContract.aspx)

A doctrine of contract law that prevents any person from seeking the enforcement of a contract, or suing on its terms, unless they are a party to that contract.

[Promisee](http://www.duhaime.org/LegalDictionary/P/Promisee.aspx)

A person whom is to be the beneficiary of a promise, an obligation or a contract.

[Promisor](http://www.duhaime.org/LegalDictionary/P/Promisor.aspx)

The person who has become obliged through a promise (usually expressed in a contract) towards another.

[Promissory Estoppel](http://www.duhaime.org/LegalDictionary/P/PromissoryEstoppel.aspx)

A promise made to another party to a contract that the contract will not be enforced in whole or in part and which, once acted upon, prevents subsequent proceedings to enforce the contract as against the person who relied on the promise.

[Property](http://www.duhaime.org/LegalDictionary/P/Property.aspx)

A comprehensive collection of legal rights over a thing.

[Protocol](http://www.duhaime.org/LegalDictionary/P/Protocol.aspx)

International agreements of a less formal nature than a treaty and which amends, supplements or clarifies a treaty.

[Public Policy](http://www.duhaime.org/LegalDictionary/P/PublicPolicy.aspx)

Certain acts or contracts are said to be against public policy if they tend to promote breach of the law, of the policy behind a law or tend to harm the state or its citizens.

[Quantum Meruit](http://www.duhaime.org/LegalDictionary/Q/QuantumMeruit.aspx)

Latin: as much as is deserved.

[Quasi-Contract](http://www.duhaime.org/LegalDictionary/Q/QuasiContract.aspx)

Civil law: a contract implied and imposed by law resulting from certain actions of a person.

[Quid Pro Quo](http://www.duhaime.org/LegalDictionary/Q/QuidProQuo.aspx)

Latin: something for something.

[Ratification](http://www.duhaime.org/LegalDictionary/R/Ratification.aspx)

The act by a principal, after the agent has acted, confirming that what the agent may have done without authority, is binding on the principal.

[Recoupment](http://www.duhaime.org/LegalDictionary/R/Recoupment.aspx)

A rebate of a debt or claim because of a right of the debtor arising out of the same transaction.

[Remedy](http://www.duhaime.org/LegalDictionary/R/Remedy.aspx)

Remedial judicial action to right a wrong or to prevent a infringement upon a legal right.

[Rescind](http://www.duhaime.org/LegalDictionary/R/Rescind.aspx)

To abrogate or cancel a contract putting the parties in the same position they would have been in had there been no contract.

[Restitutio In Integrum](http://www.duhaime.org/LegalDictionary/R/RestitutioInIntegrum.aspx)

Latin: restitution to the original position.

[Restrictive Covenant](http://www.duhaime.org/LegalDictionary/R/RestrictiveCovenant.aspx)

A contract in which a party agrees to be restricted in some regards as to future conduct.

[Sale](http://www.duhaime.org/LegalDictionary/S/Sale.aspx)

The exchange of goods or services for consideration.

[Satisfaction Guaranteed](http://www.duhaime.org/LegalDictionary/S/SatisfactionGuaranteed.aspx)

A term in a sales or services contract in which the seller defers to the buyer the sole and unilateral discretion as to whether or not the goods or services tendered are acceptable. In the event the price is not paid, no cause of action exists unless the buyer acting in good faith is satisfied, no matter how good the goods or services are in terms of quality.

[Scott v Avery Clause](http://www.duhaime.org/LegalDictionary/S/ScottvAveryClause.aspx)

A contract between two parties that they will submit any dispute between them to arbitration before taking any court action.

[Seal](http://www.duhaime.org/LegalDictionary/S/Seal.aspx)

A waxed impression proving authenticity of a document.

[Sequestration](http://www.duhaime.org/LegalDictionary/S/Sequestration.aspx)

The taking of someones property, voluntarily (by deposit) or involuntarily (by seizure), by court officers or into the possession of a third party, awaiting the outcome of a trial in which ownership of that property is at issue.

[Settlement](http://www.duhaime.org/LegalDictionary/S/Settlement.aspx)

An agreement, or the document which articulates the agreement, which sets or resolves rights.

[Sherman Antitrust Act](http://www.duhaime.org/LegalDictionary/S/ShermanAntitrustAct.aspx)

American federal statutes that defines and prohibits contracts or conspiracies which are designed to restrain trade.

[Specific Performance](http://www.duhaime.org/LegalDictionary/S/SpecificPerformance.aspx)

A remedy in the event of breach of contract, whereby the Court orders a party found in breach of his/her contractual obligations to perform their specific duty as set out in the contract.

[Starr](http://www.duhaime.org/LegalDictionary/S/Starr.aspx)

Medieval English law term for legal transactions involving a Jewish person.

[Statute of Frauds](http://www.duhaime.org/LegalDictionary/S/StatuteofFrauds.aspx)

A statute that set a minimum standard for enforceable contracts, usually requiring at a minimum something in writing or the actual exchange of reciprocal obligations, at least in part.

[Statutes](http://www.duhaime.org/LegalDictionary/S/Statutes.aspx)

The written laws approved by legislatures, parliaments or elected or appointed houses of assembly.

[Subrogation](http://www.duhaime.org/LegalDictionary/S/Subrogation.aspx)

The substitution of one person to the rights of another.

[Surety](http://www.duhaime.org/LegalDictionary/S/Surety.aspx)

A person who promises to answer for the debt or performance of another.

[Synallagmatic Contract](http://www.duhaime.org/LegalDictionary/S/SynallagmaticContract.aspx)

A civil law term for a reciprocal or bilateral contract: one in which both parties provide consideration.

[Third Party](http://www.duhaime.org/LegalDictionary/T/ThirdParty.aspx)

A person who is not privy to a contract or a party in a lawsuit.

[Time-Bar Clause](http://www.duhaime.org/LegalDictionary/T/TimeBarClause.aspx)

A clause in a contract which sets a strict deadline within which either party may bring a dispute to either a court or to arbitration.

[Time of the Essence](http://www.duhaime.org/LegalDictionary/T/TimeoftheEssence.aspx)

A contractual term requiring performance within a specified time.

[Tort](http://www.duhaime.org/LegalDictionary/T/Tort.aspx)

The body of the law which allows an injured person to obtain compensation from the person who caused the injury.

[Treaty](http://www.duhaime.org/LegalDictionary/T/Treaty.aspx)

A formal agreement between two states signed by official representatives of each state.

[Trover](http://www.duhaime.org/LegalDictionary/T/Trover.aspx)

An old English and common law legal proceeding against a person who had found someone else’s property and has converted that property to their own purposes.

[Uberrimae Fidei](http://www.duhaime.org/LegalDictionary/U/UberrimaeFidei.aspx)

Latin: of the utmost good faith.

[Unconscionable](http://www.duhaime.org/LegalDictionary/U/Unconscionable.aspx)

A bargain or contract which is clearly unfair, exorbitant, harsh, contrary to common sense or good conscience.

[Under Protest](http://www.duhaime.org/LegalDictionary/U/UnderProtest.aspx)

A qualification made to a legal action taken by a person that the action is contrary to the intent or desire of the person making the protest.

[Undue Influence](http://www.duhaime.org/LegalDictionary/U/UndueInfluence.aspx)

The unconscientious use by one person of his/her power over another in order to induce the other to compromise a property right.

[Ut Res Magis Valeat Quam Pereat](http://www.duhaime.org/LegalDictionary/U/Utresmagisvaleatquampereat.aspx)

Latin: It is better for a thing to have effect than to be made void.

[Verba Fortius Accipiuntur Contra Proferentem](http://www.duhaime.org/LegalDictionary/V/VerbaFortiusAccipiunturContraProferentem.aspx)

Latin: a contract is interpreted against the person who wrote it.

[Vinculum Juris](http://www.duhaime.org/LegalDictionary/V/VinculumJuris.aspx)

Latin: a legal bound.

[Voidable](http://www.duhaime.org/LegalDictionary/V/Voidable.aspx)

A legal entitlement, such as a contract, that is extinguishable at the option of a party.

[Void or Void Ab Initio](http://www.duhaime.org/LegalDictionary/V/VoidorVoidAbInitio.aspx)

Not legally binding. A document that is void is useless and worthless; as if it did not exist.

[Wager of Law](http://www.duhaime.org/LegalDictionary/W/WagerofLaw.aspx)

An ancient English law defence to a claim of contractual debt.

[Waiver](http://www.duhaime.org/LegalDictionary/W/Waiver.aspx)

An intentional relinquishment or abandonment of a known right or privilege.

[Warranty](http://www.duhaime.org/LegalDictionary/W/Warranty.aspx)

A guarantee given on the performance of a product or the doing of a certain thing.

[With Prejudice](http://www.duhaime.org/LegalDictionary/W/WithPrejudice.aspx)

A statement or order that is conclusive between the parties as to the dispute between them.