

The Reasons for the Duty of Damages in the Breach of Contract

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Abstract

Admittedly, according to Taiwan civil law, the civil liabilities both in tort and in contract are based on fault principle. On the contrary, fault is not required when damages are claimed for breach of contract in common law. This article tries to show that not only in practice but also in the application of our Civil Law, the fault principle has its significance mainly in the subsequent impediment and the duty to engage in the promised activity but not to bring about the contemplated result.

Keywords: breach of contract, responsibility of the debtor, fault principle, impossibility of performance, default in performance, incomplete performance

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