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# The Teleological Interpretation of Contributory Negligence Doctrine in Contract Law

—Centered on the Determination of “Fault”

WU Zhiyu

**Abstract:** The determination of fault in applying contributory negligence doctrine in contract law relies on the teleological interpretation. From the perspective of protecting the performance interest, reliance interest and inherent interest in contract law, contributory negligence doctrine has three purposes: urging parties to work together to achieve cooperation; guiding parties to act on a reasonable reliance basis; and protecting parties’ reliance on self-protection from the other party. Furthermore, the fault of the doctrine can be categorized into three types: failing to perform the assistance related to performance, failing to act on a reasonable reliance basis, and failing to exercise reasonable attention to protect their inherent interests. In the case of special protection policies excluding the purpose of contributory negligence doctrine, the application of contributory negligence doctrine should be restricted by purpose. In the practical aspect, it is reflected in the denial of fault. There are two types of situations, in which the capacity of the parties to protect themselves is deficient and the party who breaches the contract is more likely to avoid the occurrence of damage. In the first case, the standard of reasonable attention can be reduced to negate the determination of fault; in the second case, considering that sometimes parties depend on the knowledge and experience of the other party, the determination of the fault should be preceded by the due notice of the other party.

**Keywords:** Contributory Negligence Doctrine; Fault; Reasonable Reliance; Teleological Interpretation; Duty to Inspect