

Drafting Representations and Warranties in a Contract

D.C. Toedt III, writing in the *On Contracts* blog, offers some lessons for drafting representations and warranties in contracts.

He discusses a hypothetical case that involved the sale of a car, showing how the case could turn out differently, depending on whether the seller represented – or warranted – that the car was in good condition.

“If your client is being asked to represent and warrant some fact, then consider whether the client should only *represent* the fact, or whether the client should only *warrant* the fact,” Toedt writes in one of his drafting lessons.

Read the article.