

New Decision Highlights (Again) the Importance of Defining ‘Commercially Reasonable Efforts’

If your client is going to contractually commit to using *commercially reasonable efforts* to do something – and if your client expects that obligation to require something less than “all reasonable efforts” – then you’ll want to make that expectation clear in the contract itself, advises **D.C. Toedt III** in the **On Contracts Blog**.

He discusses a case in which the influential Delaware chancery court noted the chasm between the meaning of that term to transactional lawyers versus to courts.

“Seemingly disregarding practitioners’ views, the chancery court continued the Delaware trend –which that court itself started – of treating *commercially reasonable efforts* as requiring the obligated party to take ‘all reasonable steps.’”

Read the article.