What You Don't Say Can Hurt You: Delaware's Forthright Negotiator Principle

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In *United Rentals, Inc. v. RAM Holdings, Inc.*, the Delaware Court of Chancery used the forthright negotiator principle in interpreting an otherwise ambiguous contractual provision. The Court applied this principle in denying the plaintiff's petition for specific performance of a merger agreement. Those involved in the negotiation of contractual provisions should take note; in certain circumstances the forthright negotiator principle may create an affirmative duty on the part of deal negotiators to clarify potentially ambiguous terms.

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