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In *Wholesale Distributors Ltd v Gibbons Holdings Ltd* [2007] NZSC 37 four members of the Supreme Court of New Zealand concluded that they should depart from the rule established in English contract law and held that a court can have regard to the conduct of the parties subsequent to the making of the contract when seeking to interpret the contract. It is unlikely that the conduct of one party to the contract will be relevant (see the judgment of Tipping J) because one party cannot unilaterally determine the meaning of the contract: it is the conduct of **both** parties which is relevant in this context. It is likely that a court will look for a repeated course of conduct, or conduct which has been accepted by the other party without objection, before attaching much weight to the evidence of conduct subsequent to the making of the contract: for critical analysis see Berg (2008) 124 LQR 6.