

**Excusable delay:** Typically an act of God or other circumstance or event beyond the control of the contractor.

**Executory:** that which is yet to be executed or performed, incomplete.

**Fettered:** to be legally shackled or bound; restrained.

**Forbearance:** the act of tolerating or excusing another party's contractual default.

**Free on Board:** (F.O.B.) a term often inserted in contracts for sale of goods to be shipped. It signifies that the cost of shipping, i.e. putting on board at port of place of shipment, is to be paid by the vendor.

**Frustration:** if performance of a contract becomes impossible due to an intervening event beyond the control of one or both parties, such as changes in the law rendering performance illegal, further performance is excused by law.

**Illegality:** that which contravenes legislation (statute or regulation). A court will not enforce an illegal contract.

**Implied Terms:** terms which the law deems to be included in a contract even if not expressly contained therein.

**Indemnify:** to agree to reimburse a person in the event of loss or damage suffered by that person.

**Indemnity:** a collateral (second) contract or assurance, by which one person engages to compensate another against a contingent loss or prevent him from being damnified by the legal consequences of some act or forbearance.

**Independent Contractor:** an independent contractor is one who is his/her own master, exercising discretion as to the mode and time of doing the work. The contractor is bound by its contract, not by the orders of the party for whom the contract is being performed. The position of an independent contractor is distinguished from that of an employee.

**Indictable:** subject to being indicted (i.e. charge with a serious criminal offence).