

On the Relationship between the Application of Actual Performance and Compensation for Damages in the Civil Code of the People's Republic of China

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Abstract

The *Civil Code of the People's Republic of China* stipulates that actual performance and compensation for damages are the main remedies for breach of contract, but does not specify the order of their application. Actual performance does not fall in the effect of a claim of debt as it contains a negative evaluation of breach of contract. The application of compensation for damages is limited by the difficulty to determine the benefits of performance. Hence, neither has a basis for priority application in the general sense. This paper aims to improve the accuracy of judgments by clarifying the relationship between actual performance and the compensation for damages using typed research methods. In terms of value, the liability for breach of contract should be decided primarily based on the fulfillment of the purpose of the contract and efficiency as well. In terms of method, the judgment should be made comprehensively based on the degree and form of breach of contract, combined with the characteristics of the type of contract debt.

Keywords

Liability for Breach of Contract, Actual Performance, Compensation for Damages, Efficient Breach

1. Introduction

Article 577 of the *Civil Code of China* provides that “Where a party fails to perform his contractual obligation or his performance does not conform to the agreement, he shall bear default liability such as continuing to perform his obligations, taking remedial measures, or compensating for losses.” This article lists

default liabilities, including continuing to perform obligations, taking remedial measures, or compensating for losses. However, it emphasizes the legal consequences of default, without answering the question regarding the order of application of various remedial measures when a party breaches the contract. Actual performance is consistent with the content of the original contractual obligations, while compensation for damages usually excludes the performance of original contractual obligations, resulting in distinctly different remedy effects on non-breaching parties. The purpose of this paper is to clarify the relationship between actual performance and the compensation for damages in the case of breach of contract, which not only helps to improve the system of liability for breach of contract, but also concerns the reasonable settlement of contract disputes. Therefore, chapter 2 and 3 of this paper will explore separately whether actual performance or compensation for damages has the basis for priority application in a general sense. If the conclusion is negative in either case, this paper will continue in chapter 4 to examine how to determine the order of application of default liabilities in specific situations based on different categories of cases.

2. Nature and Function of Actual Performance

2.1. Analysis of the Nature of Actual Performance

To determine the order of actual performance or compensation for damages in application, the nature of actual performance must first be defined. Actual performance is related to the claim for performance and the latter contains two meanings—the right of arbitrary performance claim and the right of performance claim. Actual performance emphasizes the right of performance in the right of performance claim. Some scholars believe that as civil law is a law of rights, the provisions of civil law shall follow the principle of claims and defenses instead of obligations or responsibilities. The claim for continued performance is indeed the specific performance of debt, instead of default liability. Although it has the effect of a remedy for breach of contract, the claim for continued performance has no premise-conclusion relationship with the breach of contract itself. The normative foundation of specific performance is the principle of strict performance, whose purpose is to strengthen the binding effect of debt. Therefore, priority shall be given to the application of claim for specific performance, while the compensation for damages shall only be the junior claim based on the breach of contract (Wang, 2012).

The paper suggests that actual performance is not the effect of debt, but a form of default liability. The application of actual performance does not ipso facto take precedence over compensation for damages. The reason is that the rights to performance and specific performance are actually two sides of the same coin: the claim for performance as to the creditor; specific performance as to the debtor (Han, 2018). The view that actual performance is an effect of debt takes only the creditor's perspective into consideration and neglects the debtor's

(breaching party's) perspective. The fact that continued performance is placed in the chapter of "Default Liability" of the *Civil Code of China* reveals its nature of liability. Liability aims to enable the creditor to realize the purpose of his claim, and the means is to make the debtor bear the corresponding adverse consequences. As the embodiment of the civil liability stipulated in Article 176 of the *Civil Code of China*, default liability is the adverse consequence that the breaching party should bear when breaching his contractual obligations (Wang, 2015). Actual performance refers to the performance of the original contractual debt. However, compared to the normal performance of contracts, continued performance implies state compulsory enforcement and a negative moral and legal evaluation of the breach of contract. Therefore, actual performance is a form to bear default liability and is no longer mere performance of contractual obligations (Cui, 2015). In essence, the actual performance of liability does not occur until the state compulsory power is involved. If the non-breaching party directly requests the breaching party to perform his contractual obligations without resorting to the state power, the non-breaching party is exercising his right to claim for performance at will. If the debtor performs his obligations at this time, then the performance is voluntary, not compulsory, and this is not the application of actual performance (Han, 2018).

In addition, from the perspective of the legislative system, the *Civil Code of China* stipulates the right to reject performance in the chapter "Performance of Contracts", the statutory right to rescission in the chapter "Termination of Rights and Obligations under a Contract", and actual performance, compensation for damages, liquidated damages, etc. in the chapter "Default Liability". Though these provisions are in different chapters, the provisions on debt non-performance in the *Civil Code of China* are a remedy approach rather than a cause approach (Wu, 2021b). That being the case, the claim for performance should not only be the effect of a claim, but a remedy for breach of contract alongside compensation for damages and contract rescission. Under such a definition, the claim for performance is no longer the method that must be applied first according to the validity of the right of claim (Xie, 2014).

2.2. Analysis of the Function of Actual Performance

The fact that actual performance cannot be given priority based on the effectiveness of debt does not infer that actual performance is to be applied after compensation for damages or that it can be superseded by it. It should be considered that actual performance has functions that compensation for damages does not have. First, actual performance is a remedy conducive to realizing the purpose of the contract and maintaining contract discipline, which is consistent with the value of the law to maintain the binding force of contracts and facilitate transactions. Second, in terms of the burden of proof, a victim, when seeking remedies by actual performance, may not have to bear the burden of proof for the loss caused by defaults. Third, actual performance is often more conducive

to protecting the interests of victims in cases where the loss is difficult to determine (Wang, 2011).

In conclusion, actual performance should fall within the scope of default liability rather than the effect of a claim, and it does not ipso facto take precedence over compensation for damages in application. However, in certain types of contracts, actual performance is more useful in securing the fulfillment of the purpose of contract compared to compensation for damages. In cases where compensation for damages is also capable of realizing the purpose of the contract, it is necessary to compare the efficiency of the two types of default liability.

3. Reflection on the Theory of Efficient Breach

The theory of efficient breach is one of the classical theories of the western Economic Analysis of Law. According to the common understanding of China's civil jurisprudence circle, the core idea of efficient breach is that when the benefits gained or losses avoided by the breaching party exceed the losses of the non-breaching party, the breaching party should be allowed to pay damages instead of performing under the contract (Wang & Dai, 2008). The theory of efficient breach aims to maximize social welfare, and its ideological basis mainly includes the theory of irrelevance of contract law to morality theory and the theory of contractual choice. The theory of irrelevance of contract law to morality theory means that contract law is separate from morality, and it is only a tool for building wealth and distributing risk. As Oliver Wendell Holmes's classical description goes: "The duty to keep a contract at common law means a prediction that you must pay damages if you do not keep it—and nothing else." (Oliver, 1897) The theory of contractual choice means that everyone has the freedom to contract and the freedom to violate.

3.1. Criticism of Efficient Breach Theory

The theory of efficient breach has been introduced into China for more than thirty years and has won some support. However, generally speaking, its general status has not been recognized by the legislative system, judicial practice, or academia in China. Criticisms of the efficiency default theory focus on two levels, fact and value.

At the level of fact, it's difficult to meet the application conditions for an efficient breach. The reason that a breach can be "efficient" lies in the compensation for damages for breach of contract: on the one hand, the payment received by the non-breaching party equals the benefits of performance; on the other hand, the liabilities for damages caused by contract default borne by the breaching party is less than the cost for performance. In essence, instead of harming the interests of any party, the breach of contract may increase the overall benefits and therefore the breach is efficient (Chen, 2011). However, it is usually difficult to meet the two conditions for the application of the "efficient breach" theory: the contract can be performed in substitution and the benefits of performance

can be precisely determined (Wang, 2003). On the one hand, in terms of the debt of act, substitute performance can hardly be applied to the obligation of omission and the obligation of performance whose standard of performance is not clear. However, in terms of the debt of property, the subject matter of the contract is irreplaceable in many cases. This is the case for specified objects. Under special circumstances, the substitution transaction for non-specified objects is also difficult (Ji, 2020). On the other hand, the two methods of determining damages in practice, whether based on the damage suffered by the non-breaching party or on the difference between the contract price and the market price, cannot fully compensate the non-breaching party for the loss of his property, nor do they reduce the cost of performance for the breaching party (Chen, 2011). Therefore, breach of contract is not necessarily the way to achieve efficient resource allocation.

At the level of value, the theory of efficiency breach tends to seek only “efficiency” and “wealth maximization”, which is not in line with the pursuit of value in China’s contract law. The most widespread criticism is that the efficiency breach theory only pursues economic value and ignores moral value. Some scholars pointed out sharply that the efficient breach theory fails to guarantee the fairness of both parties economically. The real moral problem, however, is that it breaks the principle of strict compliance with contracts. Even though it enhances the overall welfare of society, it imposes incalculable harm on the moral norm of strict compliance with contracts (Xie, 2014). One consequence of the efficient breach theory is that the breaching party obtains the benefit of such breach. However, “Based on the requirements of distributive justice, the law does not allow anyone to benefit from wrongdoing, nor does it allow anyone to benefit from their own fault” (Wu, 2021a). The efficient breach theory realizes this improper moral concept, destroys the trust between both parties and transaction security, and has adverse effects on the overall transaction environment (Chen, 2011). In addition, the efficiency breach theory focuses on the results of behaviors and neglects the varied values created by contracts such as solidarity, cooperation, encouragement of dedicated investment and dynamic efficiency (Sun, 2006). Efficient breach simplifies the complex motivations and needs of man into calculable economic figures, completely obliterating the community relationship between contract subjects (Xie, 2014).

3.2. Rethinking the Efficient Breach Theory

No theory appears out of thin air without profound real-life and ideological foundations. It also applies to the efficient breach theory. Some scholars believe that the above criticism is, to a certain extent, a misunderstanding of the efficient breach theory based on the distorted performance of knowledge in the process of interdisciplinary flow. The core of the efficient breach theory is that, in the course of contract performance, the occurrence of some special circumstances makes the cost of performance by a party significantly exceed his expectations at

the time of contracting, and the cost saved by the breaching party from non-performance exceeds the benefit gained by the counterparty from performance. In this case, the party should be allowed to breach the contract and provide compensation that is no less than the expected benefit to the counterparty, so that both parties can benefit from it (Xiong, 2018). From this perspective, efficient breach is not a just theory of efficiency without regard to fairness, nor is it a claim that parties can use to easily get away with contractual obligations. This is not a matter of moral judgment, but a matter of full compensation for and accurate judgment of the expected benefits of the counterparty (Xiong, 2018).

The paper suggests that, at the level of value, the pursuit of economic efficiency is an important part of the multiple values of contract law, and efficient breach does not advocate the freedom to breach contracts, but rather is a defense to the right to actual performance claim (Xie, 2014). The least consensus in the above-mentioned divergent views is that it is reasonable to understand the theory of efficient breach from the perspective of saving transactional and judicial costs and maximizing social wealth. The “efficiency” in the efficient breach theory is not for any individual breaching party, but for the overall comprehensive consideration. In fact, the theory requires compensation to the non-breaching party at the lowest cost, which is by no means an intentional violation of integrity or morality. Article 580 of the *Civil Code of China* stipulates that actual performance shall not be applied if “the expenses for the performance are too high”, which reflects the principle of efficient breach. Although the contract can be performed in fact, the debtor’s expenses for performance is too high compared to the benefits obtained by the creditor from the performance. In this case, the application of actual performance should be excluded.

At the level of fact, the premise of allowing the breaching party to replace actual performance with compensation for damages is that compensation for damages has the same relief effect as actual performance and is even more efficient. That means substituted performance should be applicable to such contracts and the benefits of performance can be reasonably determined. Therefore, compensation for damages is inapplicable to debts of omission and debts of specified objects. However, it is usually easier to obtain alternative transactions for non-specified objects. With the standardization and commercialization of services, debts of performance that have readily identifiable performance standards and are amenable to substituted performance are no longer rare (Ji, 2020). Damages should be considered applicable in the above-mentioned circumstances. The real challenge is to accurately determine the benefits of performance. Some argue that if compensation for damages and actual performance has a comparable relief effect, compensation for damages is more cost-effective to the parties and involves less judicial supervision costs than compulsory actual performance in most cases (Wang & Dai, 2008). This is debatable as both parties can be opportunists in case of a dispute, where the non-breaching party may exaggerate its expected value, while the breaching

party may exaggerate the cost of performance. Such insufficient information creates obstacles for judges to accurately determine the amount of damages. In this case, actual performance may be more conducive to achieving “win-win” economic results for the parties (Steven, 2004). Article 584 of the *Civil Code of China* stipulates the scope of compensation for damages to be borne by the debtor in the event of a breach of contract. In judicial practices, methods for calculating the benefits of performance have been found, such as specific and abstract calculations. However, China has not developed a fully operable calculation method either in theory or in practice. The benefits of performance fail to win support in judicial practices primarily because of its calculation defect (Zhu & Xie, 2020). Therefore, the application of compensation for damages is not always more efficient than the application of actual performance, and compensation for damages has the basis for application only when the benefits of performance can be reasonably determined.

In summary, the efficient breach theory should be accepted in terms of saving transaction costs and judicial costs and maximizing social wealth, which leads to the conclusion that compensation for damages should be applied when the purpose of the contract can be achieved, the benefits of performance can be reasonably determined, and when the judge, after comprehensive consideration, determines that the application of compensation for damages is more efficient than actual performance.

4. Category-Based Application

The *Civil Code of China* only stipulates the application of actual performance to monetary debts and the exclusion of actual performance to non-monetary debts. Apart from that, it does not answer which should be applied first, actual performance or compensation for damages. The theoretical community has not reached any consensus on this issue yet. Some believe that the default liabilities stipulated in Article 577 of the *Civil Code of China* are parallel liabilities available for the creditor to choose (Han, 2006). Some argue that the order of application should be determined according to the realities of specific cases (Cui, 2015). The paper suggests that the parties should be allowed to freely choose the remedy for breach of contract as the autonomy of the parties should be respected. This is also implied by Article 577 of the *Civil Code of China*. “The most powerful way to protect the non-breaching party is to give it the right to choose. The non-breaching party can decide what responsibility the breaching party should bear according to the actual situation of the case and his own interests. This is also an effective way to achieve the purpose of legislation” (Li, 2015). However, the choice of the right holder in default liability will be restricted by fairness and efficiency. In litigation, if the non-breaching party requests to terminate the contract and demands compensation for damages when the contract can still be performed, the judge needs to make comprehensive consideration and exercise the right of interpretation when necessary, so as to balance litiga-

tion rights and improve efficiency. In addition, the common disputes arising from breach of contract in practice are: the non-breaching party requests for continued performance, and asks the breaching party to compensate for damages when he cannot continue to perform; or the non-breaching party requests for continued performance, but the breaching party requests to terminate the contract and compensate for damages. Both require the judge to choose between actual performance and compensation for damages.

Based on the preceding discussion, the paper suggests that actual performance and compensation for damages have their own advantages and disadvantages. Neither can independently undertake the burden of default relief, and they do not have the basis for priority application in the general sense. Therefore, to improve the precision and appropriateness of judicial decisions, it is necessary to determine the order of application of default liability in specific situations using a category-based approach. In terms of value consideration, default liability should be decided depending primarily on the realization of the purpose of the contract with efficiency being taken into consideration. In terms of judgment method, the determination should be made comprehensively based on the degree and form of breach of contract, combined with the characteristics of the type of contract debt.

4.1. Judgment Based on the Degree and Form of Default

Breach of contract varies in degree. When there is a fundamental breach of contract by one party, the purpose of the contract cannot be achieved, and it is not appropriate to apply actual performance when compensation for damages can be applied. Some argue that in the case of a fundamental breach of contract, the right to rescission is a right enjoyed by the creditor rather than the only remedy, and the law does not exclude specific performance here. Therefore, the parties may still choose actual performance in such cases (Hui, 2013). However, the paper suggests that in the case of a fundamental breach, the debtor's breach is so serious that the creditor no longer expects the purpose of the contract to be fulfilled, and the existence of the contract is no longer of substantial significance to the creditor. Even if the contract can be performed afterward, its full and proper performance is still doubtful, and the creditor's purpose may not be realized (Wang, 1995). In addition, in the case of a fundamental breach, actual performance leads to more judicial costs for supervision. Therefore, compensation for damages should be applied first if it can also realize the purpose of the contract. In the case of a non-fundamental breach of contract where the breach does not cause significant losses to the non-breaching party, nor does it shatter the foundation of the contract's existence. Usually, actual performance outperforms compensation for damages in terms of realizing the contract's purpose and efficiency in such cases.

However, what is a fundamental breach of contract? The *Civil Code of China* does not provide a clear definition for a fundamental breach of contract. Ac-

According to Article 25 of the *United Nations Convention on Contracts for the International Sale of Goods (CISG)* and Article 3-3:502 of the *Draft Common Frame of Reference (DCFR)*, a breach is fundamental if the debtor's breach of contract is so serious that it substantially deprives the creditor of what he is entitled to expect under the contract. The debtor has foreseen the consequence; or it is intentional or reckless and gives the creditor reason to believe that the debtor's future performance cannot be relied on. It should be noted that fundamental breach is characterized by ambiguity and operational difficulties, which can seriously impede legal security (Du, 2020). Therefore, a judgment needs to be made in relation to the form of the breach. Specifically:

1) In the case of complete non-performance, the debtor has no justifiable reasons to refuse to perform all of his obligations under the contract. It shows that the debtor has the intention of not wanting to be bound by the contract at all and that the contract is null and void for him. Complete non-performance is a serious breach of contract, and compensation for damages should be applied first where it is applicable.

2) In the case of late performance, the circumstances that constitute a fundamental breach include: a) The parties have expressly agreed in the contract that the creditor will not accept the performance of the contract beyond the specified time period, and the debtor fails to perform within the prescribed timeframe. b) The time period for performance is a necessary element of a contract, and performance beyond the period will substantially affect the economic benefits expected from the conclusion of the contract (Wang, 1995). It should be considered that in both cases the purpose of the contract cannot be fulfilled and actual performance cannot realize the benefits of the contract. Under such circumstances, compensation for damages should be applied. Actual performance should be applied first when it comes to less severe delays in performance. It should be noted that actual performance does not conflict with compensation claims for late performance at this point, and the creditor may request the breaching party to bear the losses he suffers as a result of the delay.

3) In the case of defective performance, Article 582 of the *Civil Code of China* stipulates that "Where the performance does not conform to the agreement, [...] the aggrieved party may, by virtue of the nature of the object and according to the degree of the loss, reasonably request the other party to bear the default liability such as repair, redoing, replacement, return of the object, decrease in price or remuneration, and the like." The "reasonably request" herein implies that the degree of non-conformity between the quantity, quality and manner of specific performance and the agreement should be examined. If the degree of defect is not serious and the contract purpose can be fulfilled through repair or replacement, repair or replacement should be applied first, and the creditor can request compensation for the loss of delay caused by the repair or replacement. However, actual performance is no longer applicable if it is a substantial breach of contract where the contract purpose cannot be fulfilled.

4.2. Judgment Based on the Type of Contractual Debt

1) Monetary and Non-Monetary Debts

Articles 579 and 580 of the *Civil Code of China* draw on the provisions of Articles 7.2.1 and 7.2.2 of the *Principles of International Commercial Contracts (PICC)*, and divide contractual obligations into monetary and non-monetary debts. It establishes the right to request specific performance with general applicability and provides for the exclusion of specific performance in the form of a proviso.

Actual performance is generally believed to be applicable to monetary obligations. As a general equivalent, money is not irreplaceable, and there is no problem of inefficiency in performance. Article 579 of the *Civil Code of China* also expressly confirms such theory. However, this is not without controversy. Article 9:101 of the *Principles of European Contract Law* sets out two limitations on the right to claim performance of monetary obligations: “it could have made a reasonable substitute transaction without significant effort or expense”; and “performance would be unreasonable in the circumstances.” The rationale behind it is that the common law system generally believes that a creditor cannot compel a debtor who is reluctant to receive its payment to perform its obligations. The *Civil Code of China* is influenced by the principle of *pacta sunt servanda* in the civil law system. Although it does not expressly stipulate the exceptions to the application of actual performance to monetary obligations, it should be interpreted as that actual performance of monetary obligations is not applicable when it is contrary to commercial custom or customary practice between the parties, or to the principle of good faith (Xie, 2014).

There are situations in which actual performance does not apply to non-monetary debts and should be excluded. Paragraph 1 of Article 580 of the *Civil Code of China* stipulates three situations in which specific performance is not applicable: the performance is impossible either *de jure* or *de facto*; the object of the obligation is not suitable for a compulsory performance or the expenses for the performance are too high; or the creditor fails to request for performance within a reasonable period of time. The two situations, legally or factually impossible to perform and failure to request for performance within a reasonable period of time can be easily determined. However, what is the subject matter of the debt that is not suitable for specific performance? The paper suggests that, based on the principle of strict compliance with contract, the scope of the determination of the subject matter of the debt unsuitable for specific performance should not be too broad. It mainly refers to debts with personal attributes, such as situations where the payment requires special artistic and scientific abilities of an individual or special trust relationship (Wang, 2020). The reason is that, if specific performance is applied to such debts, it will not only be difficult to achieve the desired contractual purpose, but also violates the protection of personal freedom and human dignity under civil law. In addition, it is important to note the understanding of “specific performance” in this context. Some argue

that specific performance herein only includes direct enforcement, and does not exclude indirect enforcement and substitute performance (Han, 2006). However, the paper suggests that, according to the provision of Article 581 of the *Civil Code of China* on substitute performance by a third person, the specific performance herein refers to the situation where the debtor's performance is not substitutable and cannot be substituted by a third party.

2) Continuing Contracts and Momentary Contracts

The performance obligation of a continuing contract has a continuous feature, so the length of time is decisive for the content and scope of the contract (Huang, 2020). Based on this, there is strong trust between the parties to a continuing contract (Qu & Zhang, 2010). It should be considered that continuing contracts such as leasing, employment, and partnership emphasizes the trust basis. The parties are required to do their best to achieve the purpose of the contract. Once the trust is lost, the contract no longer has the possibility of continued performance. Under such a circumstance, the law should allow a party to terminate the contract and apply compensation for damages instead of actual performance (Wang, 1998). It is also precisely for this reason that Article 563 (2) of the *Civil Code of China* adds the right to rescission at any time for parties to indefinite continuing contracts. On the contrary, actual performance shall be the preferred option for liability for breach of momentary contracts that focus on the delivery of specified objects such as sale and purchase agreements on specified objects, processing contracts, contracts of contracting, commercial real estate sales agreements, notarized gift contracts (Li, 2015).

3) Civil and Commercial Contracts

China has adopted a legislative model that integrates civil law with commercial law, and in addition to the application of commercial special law, the *Civil Code of China* is also widely applicable to commercial activities. Due to this legislative status quo, some judges in practice make no distinction between civil and commercial contracts (Shen, 2017). The main difference between civil and commercial contracts is that the theoretical assumption of the subject of civil contracts is a specific "ethical person", whose main purpose is to ensure basic survival needs, while the theoretical assumption of the subject of commercial contracts is a rational "economic person", who attaches importance to the calculation of costs and benefits, and whose main goal is to maximize profits (Li, 2014). Based on this, the application of liability for breach of contract should take into account the different natures and purposes of civil and commercial contracts. For civil contracts, judges should implement the "people-oriented" trial principle, focusing on the protection of human life, health, property security, and human dignity. In particular, judges should support a creditor's request for actual performance when actual performance is more effective in realizing the contractual purpose of the parties. For commercial contracts, since they mainly involve the realization of profits and compensation of commercial transactions, judges should focus on protecting the security and efficiency of transac-

tions when selecting default liabilities. Judges should give priority to a more efficient form of liability after comprehensive consideration regarding the costs and benefits of several types of liability for breach of contract. Based on the preceding discussion, in the case where the performance benefits can be reasonably determined, compensation for damages is usually more efficient and should be applied first.

5. Conclusion

The correct application of liability for breach of contract is of important theoretical and practical significance, as it is critical to the vital interests of parties to a contract, and helps optimize the overall market trading environment. While in adjudication, the diversity of contract types and breach of contract forms, as well as the objective difficulties such as lack of information in fact-finding, have posed challenges for judges to accurately apply the liability for breach of contract. In the future, attempts should be made to realize the disclosure of market prices by technical means, explore a more scientific and reasonable method of calculating performance benefits, and clear the obstacles to the application of compensation for damages. In addition, the establishment of case database should be accelerated, and the category-based approach should be used to provide reference for the formulation of judicial interpretations related to the rules for the application of liability for breach of contract, so that the *Civil Code of China*, as the basic law of the market economy, can give full play to its function of regulating trading relationships and organizing the economy.

Conflicts of Interest

The author declares no conflicts of interest regarding the publication of this paper.

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