

Until Further Notice

Canceled (US) or cancelled (UK). For us, canceled.

Canceled exists in place of -- in lieu of -- an act, an event, a promise, an obligation, or a right. A cancellation can also destroy by defacement or obliteration. Some cancellations come with a refund. Cancellations may also be canceled. Cancellations are not postponed.

Cancellations are caused. Cancellations may happen because of an uncontrollable accident -- a *casus fortuitus*, or a superior power -- a *force majeure*. It's out of our hands, but not God's. God is an actor. God plays the role of hurricanes, volcanic eruptions, tsunamis, tornadoes, and earthquakes. Other actors are war, crimes, riots, and strikes.

Cancellations may also happen due to a Party engaged in a contractual obligation: Party A, Party B, or Party C (there can be more variables, of course). This cancellation may or may not be a breach of contract. A Party engaged in a binding contract with another Party is in privity of contract with that other Party. Privity means that only a person named or represented in a contract has rights or obligations as delineated in the contract.

If Party X is not in privity of contract with Party A or Party B, and Party X causes Party A or Party B to breach their contract (a

cancelation), Party X may be liable for a tortious breach of contract (see *Jancou v. Sotheby's and Cady Noland*).

Cancelations may also happen due to the content of the goods. If Party A orders red widgets from Party B, and Party B delivers yellow widgets, Party A may be allowed to cancel the order. In some cases, Party A may be willing to sell the yellow widgets, but Party X, who has an investment in Party A's business, may not be enthused with supporting the sale of yellow widgets, whatever the profit.

Cancelations may also happen if Party A (say, a curator), on her own misinterpreted facts, misunderstands the nature of Party B's goods (say, an artist) when ordering (say, commissioning) Party B's goods. Party A may not be allowed to cancel Party B's goods (see, *due diligence*).

Some cancelations happen due to the failure of a product: Broadway theater, dance, concerts. Some cancelations happen due to a peculiarity of a certain person (see Axl Rose and *Guns 'n' Roses*).

Other cancelations may happen due to mistakes. Party S (say, a health insurance company) may cancel a policy if mistaken information is provided by Party O (the insured). Bad writing, lack of research, and inaccurate language are not mistakes (although academically they may be).

This leads us to judgments. Judicial judgments may cancel a previously binding order or law (see June 2012). This judgment may be political, apolitical, aesthetic, academic, intellectual, strict, liberal, textualist, theoretical, corrective, instructional or retributive (see also, *punitive*).

Cancelations impact many entities: private, public, children, the elderly, women, men, gay, lesbian, athletes, clowns, protesters, Marxists, and metal heads. The public may be negatively impacted should there be a cancelation of an event in which the public had an interest, aesthetic and/or financial. Cancelations cause frustrations, delays, as well as economic and financial waste. Cancelations may also be cost effective (see, *cost benefit analysis*). Cancelations are also cultural.

Remedies rectify some cancelations. What does little Sally get when her parents cancel an outing to the ice cream parlor? It depends. Was it due to the weather, mommy, daddy, Sally, the nanny, or bad grades? Cancelations may be remedied through negotiations, mediation, arbitration, or litigation. Some Parties choose to remedy cancelations by simply ignoring the cancelation. It never happened.

There are other remedies, residual, left as the product of failure, a failed event, a cancelation. Some failures are successful.