**11 Fla. Jur 2d Contracts § 162**

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Contracts

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IV. Construction and Effect of Contract

A. General Rules of Contract Construction

4. Repugnancies

§ 162. Conflict between printed and written or typewritten matter

[Topic Summary](http://www.westlaw.com/Link/Document/FullText?findType=Y&pubNum=114518&cite=FLJUR+CONTRACTS+SUM&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=DA&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)) | [Correlation Table](http://www.westlaw.com/Link/Document/FullText?findType=Y&pubNum=114518&cite=FLJUR+CONTRACTS+COR&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=DA&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)) | [References](http://www.westlaw.com/Link/Document/FullText?findType=Y&pubNum=114518&cite=FLJUR+CONTRACTS+IV+A+REF&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=DA&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category))

**West’s Key Number Digest**

1. West’s Key Number Digest, [Contracts](http://www.westlaw.com/Browse/Home/KeyNumber/95/View.html?docGuid=Ibcfffd6e34ad11d98c35826ab923e189&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)) ​[163](http://www.westlaw.com/Browse/Home/KeyNumber/95k163/View.html?docGuid=Ibcfffd6e34ad11d98c35826ab923e189&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category))

When a contract is partly printed and partly typewritten or written, the typewriting or writing controls over any inconsistent printed parts.[1](#co_footnote_I692a49b0e25711e6810ed88f313) This rule extends to the use of a rubber stamp as a means of writing.[2](#co_footnote_I692a49b1e25711e6810ed88f313)

When a contract is printed in part and written or typewritten in part, the printed part is to be given the effect called for by its language, except insofar as it is inconsistent or incompatible with the written or typewritten part.[3](#co_footnote_I692a49b2e25711e6810ed88f313)

**Observation:**

The reason for the according of greater effect to the written or typed portion of a contract as against the printed portion, if they are inconsistent, is that the written or typed words are the immediate language and terms selected by the parties themselves to express their meaning, while the printed form is intended for general use without reference to particular objects and aims.[4](#co_footnote_I692a49b3e25711e6810ed88f313)

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| Footnotes | |
| [1](#co_footnoteReference_I692a49b0e25711e681) | [Burdines, Inc. v. Pan-Atlantic S.S. Corp., 199 F.2d 571 (5th Cir. 1952)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1952116479&pubNum=0000350&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)); [Antillean Marine Shipping Corp. v. La Universal De Seguros C. Por A., 359 So. 2d 516 (Fla. 3d DCA 1978)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1978136513&pubNum=0000735&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)); [MacIntyre v. Green’s Pool Service, Inc., 347 So. 2d 1081 (Fla. 3d DCA 1977)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977138596&pubNum=0000735&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)). |
| [2](#co_footnoteReference_I692a49b1e25711e681) | [Burdines, Inc. v. Pan-Atlantic S.S. Corp., 199 F.2d 571 (5th Cir. 1952)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1952116479&pubNum=0000350&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)); [Nat Harrison Associates, Inc. v. Florida Power & Light Co., 162 So. 2d 298 (Fla. 3d DCA 1964)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1964130171&pubNum=0000735&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)). |
| [3](#co_footnoteReference_I692a49b2e25711e681) | [The Addison E. Bullard, 258 F. 180 (C.C.A. 5th Cir. 1919)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1919101952&pubNum=0000348&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)). |
| [4](#co_footnoteReference_I692a49b3e25711e681) | [Mitchell v. DiMare, 936 So. 2d 1178 (Fla. 5th DCA 2006)](http://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=2009786914&pubNum=0000735&originatingDoc=Ibcfffd6e34ad11d98c35826ab923e189&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Category)). |

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