Thus, finally, this result is reinforced by the subsidiary rule of interpretation known as contra proferentem, which comes into play if, after all the ordinary processes of interpretation are exhausted, doubt still remains as to which meaning should be enforced. Corbin describes it as follows:

"If ... it is clear that the parties tried to make a valid contract, and the remaining doubt as to the proper interpretation is merely as to which of two possible and reasonable meanings is to be adopted, the court will adopt that one which is the less favorable in its legal effect to the party who chose the words."

"The invalidity of such an agreement is reflected even in that very paragraph of Corbin which the majority cites in part in invoking the rule of contra proferentem. I shall here quote this section in its entirety in order to clarify the issue:

'When the terms of a written contract have been chosen by one of the parties and merely assented to by the other, this fact will in some cases affect the interpretation that will be given to these terms by the court. After applying all of the ordinary processes of interpretation, including all existing usages, general local, technical, trade and the custom and agreement of two parties with each other, having admitted in evidence and duly weighed all the relevant circumstances and communications between the parties, there may still be doubt as to the meaning that should be given and made effective by the court. The doubt may be so great that the court should hold that no contract exists." 

If, however, it is clear that the parties tried to make a valid contract and the remaining doubt as to the proper interpretation is merely as to which of two possible and reasonable meanings should be adopted, the court will adopt that one which is the less favorable in its legal effect to the party who chose the words.' (§ 559, at pp. 149-50, emphasis added)
"If, then, it becomes clear that the Parties to the Agreement have failed to come to an understanding as to the consideration, which constitutes one of the most important parts of a transaction, and that 'each Party understood [the "agreed base"] to mean something entirely different . . . ' then such an agreement is invalid and cannot be regarded as a 'valid contract', such that its terms and provisions might be susceptible to interpretation. For this reason, once the majority has come to the 'entirely possible' conclusion, in connection with the consideration in the transaction, that 'each Party understood [it] to? mean something entirely different', it should declare the Agreement invalid, instead of interpreting its terms and provisions."

[...]

**Referring Principles:**

- IV.2.1 - Contractual consent
- IV.5.4 - Interpretation against the party that supplied the term