I'm not a robot



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university-level and competitive exams has been created to help students master the nuances of contract law. Important articles and study material on Contract law Click on the links to Read: Module II Modul
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for Law Aspirants: Solved High-Quality MCQs for Judiciary PrelimsYour valuable, regardless of how small it may be. Published in Tanzania Government Gazette Commenced on 3 March 1961 [This is the version of
this document at 30 November 2019.] [Note: This legislation was revised and consolidated as at 31 July 2002 and 30 November 2019 by the Attorney General's Office, in compliance with the Laws Revision Act No. 7 of 1994, the Revised Laws and Annual Revision Act No. 7 of 1994, the Revised Laws and Annual Revision Act No. 7 of 1994, the Revised Laws and Annual Revision Act (Chapter 356 (R.L.)), and the Interpretation of Laws and General Clauses Act No. 30
of 1972. All subsequent amendments have been researched and applied by Laws. Africa for TANZLII.] An Act to provide for the law relating to contracts. (1) This Act may be cited as the Law of Contract Act. (2) Nothing contained in this Act shall effect the provisions of any written law heretofore in force in Tanzania and not hereby expressly disapplied or
repealed, nor any usage or custom of trade, nor any incident of any contract not inconsistent with the provisions of this Act. (1)In this Act, unless the context otherwise requires (a)when one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is
said to make a proposal;(b)when the person to whom the proposal is called the "promise;(c)the person making the proposal is called the "promisee";(d)when, at the desire of the
promisor, the promisee or any other person has done or abstained from doing, or does or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, or does or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, or promises to do or to abstain from doing, something, such act or abstained from doing, something, such act or abstained from doing, something, such act or abstained from doing, something from doing from
(f)promises which form the consideration or part of the consideration for each other are called reciprocal promises; (g)an agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other
or others, is a voidable contract; (j) a contract which ceases to be enforceable by law becomes void. (2) Notwithstanding the provisions of paragraphs (g) or (j) of subsection (1) of this section, where any written law in force in Tanzania on the date on which this Act comes into operation provides that an agreement (howsoever described), of the kind
specified therein, shall not be enforceable by action unless or until certain requirements therein specified are complied with, or certain consents are obtained, no such agreement shall be void by reason only that it is not enforceable by action unless or until certain requirements or of the obtaining of any
such consent.(3)Nothing in this Act, other than section 23 shall be in addition to any relevant rule of customary law, the provisions of the said section 23 shall be deemed to be references to the
Acts of Tanzania. The communication of proposals, and the revocation of proposals, and the revocation of proposals and acceptance or revoking, by which he intends to communicate such proposal, acceptance or revocation, and which has the effect of
communicating it.(1)The communication of a proposal is complete when it comes to the knowledge of the person to whom it is put in a course of transmission to him, so as to be out of the power of the acceptor; (b) as against the acceptor, when it comes to
the knowledge of the proposer. (3) The communication of a revocation is complete(a) as against the person who makes it, when it is put into a course of transmission to the person to whom it is made, when it comes to his knowledge. (1) A proposal may
be revoked at any time before the communication of its acceptance is complete as against the acceptance may be revoked at any time before the communication of notice of revocation by the
proposer to the other party;(b)by the lapse of the time prescribed in such proposal for its acceptance; or (d)by the lapse of a reasonable time, without communication of the acceptance; or (d)by the lapse of the time prescribed, by the lapse of the time prescribed, by the lapse of the time prescribed, by the lapse of the time prescribed in such proposer, if the fact of his
death or insanity comes to the knowledge of the acceptor before acceptance. In order to convert a proposal into a promise, the acceptance must(a) be expressed in some usual and reasonable manner, unless the proposal prescribes the manner in which it is to be accepted; and if the proposal prescribes a manner in which
it is to be accepted, and the acceptance is not made in such manner, the proposer may, within a reasonable time after the acceptance is communicated to him, insist that his proposal shall be accepted in the prescribed manner, and not otherwise, but if he fails to do so he accepts the acceptance. Performance of the conditions of a proposal, or the
acceptance of any consideration for a reciprocal promise is made in words, the proposal or acceptance of any promise is said to be express; and in so far as such proposal or acceptance is made otherwise than in words, the promise is said to be implied. All
agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful object, and are not hereby expressly repealed or disapplied, by which any contract is required to
be made in writing or in electronic form or in the presence of witnesses, or any law relating to the registration of documents. (1) Every person is competent to contract who is of sound mind, and is not disqualified from contracting by any law to which he is subject. (2) An
agreement by a person who is not hereby declared to be competent to contract is void.(1)A person is said to be of sound mind for the purpose of making a contract if, at the time when he makes it, he is capable of understanding it and of forming a rational judgment as to its effect upon his interests.(2)A person who is usually of unsound mind, but
occasionally of sound mind, may make a contract when he is of sound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mind, may not make a contract when he is of unsound mi
caused by(a)coercion, as defined in section 15;(b)undue influence, as defined in section 16;(c)fraud, as defined in section 18; or(e)mistake, subject to the provisions of sections 20, 21 and 22.(2)Consent is said to be not free when it would not have been given but for the existence of such coercion, undue
influence, fraud, misrepresentation or mistake.(1)"Coercion" is the committing, or threatening to detain, any property, to the prejudice of any person whatever, with the intention of causing any person to enter into an agreement.(2)For the purposes of this Act it
is immaterial whether the Penal Code is or is not in force in the place where the coercion is employed.(1)A contract is said to be induced by "undue influence" where the relationship subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over
the other.(2)In particular and without prejudice to the generality of the foregoing principle, a person is deemed to be in a position to dominate the will of another(a)where he holds a real or apparent authority over the other, or where he stands in a fiduciary relation to the other; or(b)where he makes a contract with a person whose mental capacity is
temporarily or permanently affected by reason of age, illness, or mental or bodily distress. (3) Where a person who is in a position to dominate the will of another, enters into a contract with him, and the transaction appears, on the face of it or on the evidence adduced, to be unconscionable, the burden of proving that such contract was not induced by
undue influence shall lie upon the person in a position to dominate the will of the other: Provided that, nothing in this subsection shall affect the provisions of section 120 of the Evidence Act. (1) "Fraud" means any of the following acts committed by a party to a contract, or with his connivance, or by his agent, with intent to deceive another party
thereto or his agent, or to induce him to enter into the contract(a)the suggestion, as to a fact, of that which is not true by one who does not believe it to be true; (b)the active concealment of a fact by one having knowledge or belief of the fact; (c)a promise made without any intention of performing it; (d)any other act fitted to deceive; or (e)any such act or
omission as the law specially declares to be fraudulent.(2) For the purposes of this Act, mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself,
equivalent to speech. "Misrepresentation" means(a) the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believed it to be true; (b) any breach of duty which, without an intent to deceive, gains an advantage to the person committing it, or anyone claiming under him, by
misleading another to his prejudice, or to the prejudice, or to the prejudice of anyone claiming under him; (c) causing, however innocently, a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement to make a mistake as to the substance of the thing which is the subject of the agreement to make a mistake as to the substance of the thing which is the subject of the agreement to make a mistake as to the substance of the thing which is the subject of the agreement to make a mistake as to the substance of the thing which is the subject of the agreement to make a mistake as to the substance of the thing which is the subject of the agreement.
is a contract voidable at the option of the party whose consent was so caused: Provided that, if such consent was so caused by misrepresentation or by silence, or fraud within the meaning of section 17, the contract nevertheless is not voidable, if the party whose consent was so caused had the means of discovering the truth with ordinary diligence. (2) A
fraud or misrepresentation which did not cause the consent to a contract of the party on whom such fraud was practised, or to whom such misrepresentation was made, does not render a contract voidable.(3)A party to a contract, whose consent was caused by fraud or misrepresentation may, if he thinks fit, insist that the contract shall be performed,
and that he shall be put in the position in which he would have been if the representations made had been true. (4) A contract, which is voidable on the ground that the consent of a party thereto was caused by undue influence, may be set aside either absolutely or, if the party who was entitled to avoid it has received any benefit thereunder, upon such
terms and conditions as to the court may seem just.(1)Where both the parties to an agreement is void.(2)An erroneous opinion as to the value of the thing which forms the subject matter of fact essential to the agreement is not to be deemed a mistake as to a matter of fact. A contract
is not voidable because it was caused by a mistake as to any law in force in Tanzania; but a mistake as to a matter of fact. (1) The consideration or object of an agreement is
lawful, unless(a)it is forbidden by law;(b)it is of such a nature that, if permitted, it would defeat the provisions of any law;(c)it is fraudulent;(d)it involves or implies injury to the person or property of another; or (e)the court regards it as immoral or opposed to public policy.(2)In each of cases referred to in subsection (1), the consideration or object of
an agreement is said to be unlawful; and every agreement of which the object or consideration is unlawful is void and no suit shall be brought for the recovery of any money paid or thing delivered, or for compensation for anything done, under any such agreement, unless(a)the court is satisfied that the plaintiff was ignorant of the illegality of the
consideration or object of the agreement at the time he paid the money or delivered the thing sought to be recovered or did the thing in respect of which compensation is sought, and that the illegality and repudiated the agreement; (b) the court is
satisfied that the consent of the plaintiff to the agreement was induced by fraud, misrepresentation, coercion or undue influence; or(c)the agreement is declared to be illegal by any written law with the object of protecting a particular class of persons of which the plaintiff is one. Where any part of a single consideration for one or more objects, or any
one or any part of any one of several consideration is void unless(a)it is expressed in writing in electronic form and registered under the law for the time being in force for the registration of documents, and is made on account of natural love and
affection between parties standing in a near relation to each other; (b) it is a promise to compensate, wholly or in part, a person who has already voluntarily done something for the promisor, or something which the promisor was legally compellable to do; or(c) it is a promise, made in writing or electronic form and signed by the person to be charged
therewith, or by his agent generally or specially authorised in that behalf, to pay wholly or in part a debt of which the creditor might have enforced payment but for the law for the limitation of suits, in any of the cases under paragraphs (a), (b) and (c), such an agreement is a contract. (2) Nothing in this section shall affect the validity, as between the
donor and donee, of any gift actually made. (3) An agreement to which the consideration may be taken into account by the court in determining the question whether the consent of the promisor was freely given. Every agreement
in general restraint of the marriage of any person, other than a minor, is void.(1) Every agreement by which anyone is restraint is reasonable in reference to the interests of the parties concerned and in reference to the interests of the public.(2) In
particular and without prejudice to the generality of the foregoing principle, an agreement in restraint of trade is not reasonable in reference to the interests of the promissee. (3) The burden of proving that any restraint is reasonable in reference to the
interests of the parties shall lie upon the promissee, and the burden of proving that any restraint is unreasonable in reference to the interests of the public shall lie on the promisor. Every agreement, by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the
ordinary tribunals, or which limits the time within which he may thus enforce his rights, is void to that extent: Provided that, this section shall not (a) render illegal (i) a contract by which two or more persons agree that any dispute which may arise between them in respect of any subject or class of subjects shall be referred to arbitration, and that only
the amount awarded in such arbitration shall be recoverable in respect of the dispute so referred; or(ii)any contract in writing by which two or more persons agree to refer to arbitration any question between them which has already arisen; or(b)affect any provision of any law in force for the time being as to references to arbitration. An agreement, the
meaning of which is not certain, or capable of being made certain, is void. An agreement by way of wager is void; and no suit shall be brought for recovering anything alleged to be won on any wager, or entrusted to any person to abide the result of any game or other uncertain event on which any wager is made. A "contingent contract" is a contract to
do or not to do something, if some event, collateral to such contract, does or does not happened; and if the event has happened; and if the event has happened; and if the event happens cannot be enforced by law unless and until that event has happened; and if the event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and until that event happens cannot be enforced by law unless and unless and unless and unless and unless and unless and un
 which renders it impossible that he should so act within any definite time, or otherwise than under further contingencies.(1)A contingent to do or not to do anything if a specified uncertain event happened, or if, before the time fixed, such even
becomes impossible.(2)A contingent contract to do or not to do anything if a specified or uncertain event does not happened, or, before the time fixed has expired if it becomes certain that such event will not happen. A contingent agreement to
law.(2)Promises bind the representatives of the promisor in case of the death of such promisor before performance, unless a contrary intention appears from the contract.(1)Where a promisor is not responsible for nonperformance, nor does he
consequences as an offer to all of them. When a party to a contract has refused to perform, or disabled himself from performing his promise in its entirety, the promise may put an end to the contract, unless he has signified, by words or conduct, his acquiescence in its continuance. Where it appears from the nature of the case that it was the intention
of the parties to any contract that any promise contained in it should be performed by the promisor or his representatives may employ a competent person to perform it. When a promise accepts performance of the promise from a third person, he cannot
afterwards enforce it against the promisor. When two or more persons have made a joint promise, then, unless a contrary intention appears by the contract, all such persons, during their joint lives, and after the death of any of them, his representatives of them, his representative jointly with the survivor, and after the death of any of them, and after the death of the last survivor, the representatives of them, and after the death of the last survivor, and after the death of any of them, and after the death of the last survivor, and after the death of the last survivor of them.
all jointly, must fulfil the promise. (1) When two or more persons make a joint promise may, in the absence of express agreement to the contrary, compel any one or more of such joint promisors and
obtains a decree therein, nothing in this subsection shall be construed as permitting the promisors. (2) Each of two or more joint promisors may compel every other joint promisor to contribute equally with himself to the performance of the
promise, unless a contrary intention appears from the contract. (3) Where any one of two or more joint promisors makes default in such contribution, the remaining joint promisors must bear the loss arising from such default in such contribution, the remaining joint promisors must bear the loss arising from such default in such contribution, the remaining joint promisors must bear the loss arising from such default in such contribution, the remaining joint promisors must bear the loss arising from such default in such contribution.
on behalf of the principal, or entitle the principal to recover anything from the surety on account of payments made by the principal. Where two or more persons have made a joint promisors; neither does it free the joint promisor so
released from responsibility to the other joint promisor or joint 
representative of such deceased person jointly with the survivor or survivors and, after the death of the last survivor, with the representatives of all jointly. Where, by the contract, a promise must be performed within a reasonable
time, which is, in each particular case, a question of fact. When a promise is to be performed on a certain day, and the promisor may perform it at any time during the usual hours of business on such day and at the place at which the promise ought to be performed.
(1)When a promise is to be performed on a certain day and the promisee to apply for performance at a proper place and within the usual hours of business.(2)The question as to what is a proper time and place is, in each particular case, a question of
fact.When a promise is to be performed without application by the promisee, and no place is fixed for the performance of it, it is the duty of the promise to appoint a reasonable place for the performance of it, it is the duty of the promise may be made in any manner, or at any
time which the promisee prescribes or sanctions. When a contract consists of reciprocal promises to be simultaneously performed, no promise unless the promises are to be performed is expressly fixed by the contract, they
the party so prevented; and he is entitled to compensation from the other party for any loss which he may sustain in consequence of the non-performance cannot be performance cannot be claimed till the other has been performed, and the
promisor of the promise last mentioned fails to perform it, such promisor cannot claim the performance of the contract for any loss which such other party to the contract for any loss which such other party to the contract for any loss which such other party to the contract for any loss which such other party to the contract for any loss which such other party may sustain by the nonperformance of the contract. (1) When a party to a contract promises to do a certain thing at or
before a specified time, or certain things at or before specified times, and fails to do any such thing at or before the promisee, if the intention of the parties was that time should be of the essence of the contract.(2)Where it was not the
intention of the parties that time should be of the essence of the contract, the contract does not become voidable by the failure to do such thing at or before the specified time; but the promisee is entitled to compensation from the promiser for any loss occasioned to him by such failure.(3)Where, in case of a contract voidable on account of the
promisor's failure to perform his promise at the time agreed, the promise at the time agreed, the promise at the time of such acceptance, he gives notice to the promisor of his promise at the time agreed, the promise at the time agreed, the promise at the time agreed, the promise at the time of such acceptance, he gives notice to the promisor of his promise at the time agreed, the promise at the time agreed agree
he knew or, with reasonable diligence, might have known, and which the promisee did not know to be impossible or unlawful, such promisee sustains through the non-performance of the promise. Where persons reciprocally promise, first, to do certain things which are legal
makes a payment to him, either with express intimation, or under circumstances implying that the payment is to be applied accordingly. Where the debtor has omitted to intimate and there are no other circumstances indicating to which debt the payment is to be
applied, the creditor may apply it at his discretion to any lawful debt actually due and payable to him from the debts in order of time, whether its recovery is or is not barred by the law in force for the limitation of suits. Where neither party makes any appropriation, the payment shall be applied in discharge of the debts in order of time, whether its recovery is or is not barred by the law in force for the limitation of suits.
they are or are not barred by the law in force for the limitation of suits; and if the debts are of equal standing, the payment shall be applied in discharge of each proportionably. Where the parties to a contract agree to substitute a new contract for it, or to rescind or alter it the original contract need not be performed. Every
promisee may dispense with or remit, wholly or in part, the performance of the promise made to him, or may extend the time for such performance, or may accept instead of it any satisfaction which he thinks fit. When a person at whose option a contract is voidable rescinds it, the other party hereto need not perform any promise therein contained in
which he is romisor; and the party rescinding avoidable contract shall, if he has received any benefit there under from another party to such contract, restore such benefit, so far as may be, to the person who has received any
advantage under such agreement or contract is bound to restore it, or to make compensation for it, to the person from whom he received it: Provided that, where a contract becomes void by reason of the provisions of subsection (2) of section 56, and a party thereto incurred expenses before the time when that occurs in, or for the purposes of, the
performance of the contract, the court may, if it considers it just to do so in all the circumstances of the case, allow such party recover the whole or any part
of any payments or other advantage which would have been due to him under the contract had it not become void, being, in any such case, an advantage or part thereof, discharge or payment, not greater in value than the expenses so incurred. There rescission of a voidable contract may be communicated or revoked in the same manner, and subject
to the same rules, as apply to the communication or revocation of a proposal. Where any promise neglects or refuses to afford the promisor reasonable facilities for the performance of his promise neglects or refuses to afford the promisor reasonable facilities for the promisor is excused by such neglect or refuse any promise neglects or refuse any promise neglect neglects or refuse any promise neglec
anyone whom he is legally bound to support, is supplied by another person who has furnished such supplied by another person who has furnished such incapable person. A person who has furnished such supplied by another person who has furnished supplied by another person who has
pays it, is entitled to be reimbursed by the other. Where a person lawfully does anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation to the former in respect of, or to restore, the thing so done or delivered: Provided that,
a matter of fact which, if true, would give rise to a legal obligation or under coercion, must repay or return it.(1)Where a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual
course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.(2)The compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.
non-performance of the contract must be taken into account. (1) Where a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, or if the contract as the amount to be paid in case of such breach, or if the contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have
been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named or, as the case may be, the penalty stipulated. (2) A stipulation for increased interest from the date of default may be a stipulation by way of penalty. (3) Notwithstanding the foregoing provisions of this section, when
any person enters into any bail-bond, recognisance or other instrument of the government or the provisions of any law, or under the provisions of any bail-bond, recognisance or other instrument of the same nature, or under the provisions of any such instrument
to pay the whole sum mentioned therein. (4) For the avoidance of doubt, it is hereby declared that a person who enters into a contract with the Government or the President does not necessarily thereby undertake any public duty, or promise to do an act in which the public are interested. A person who rightly rescinds a contract is entitled to
compensation for any damage which he has sustained through the non-fulfilment of the contract by which one party promises to save the other from loss caused to him is called a "contract of indemnity". The promises to save the other from loss caused to him is called a "contract of indemnity". The promises to save the other from loss caused to him is called a "contract of indemnity".
which he may be compelled to pay in any legal proceedings in respect of any matter to which the promise to indemnify applies; (b) all costs which he may be compelled to pay in any such proceedings if, in bringing or defending them. he did not contravene the orders of the promisor, and acted as it would have been prudent for him to act in the absence
of any contract of indemnity, or if the promisor authorised him to bring or defend the proceedings; and(c)all sums which he may have paid under the terms of any such proceedings, if the compromise was not contrary to the orders of the promisor, and was one which it would have been prudent for the promisee to make in the
absence of any contract of indemnity. or if the promise or discharge the liability, of a third person in case of his default and the person who gives the guarantee is a contract to perform the promise or discharge the liability, of a third person in case of his default the guarantee is
given is called the "principal debtor", and the person to whom the guarantee is given is called the "creditor"; and guarantee may be a sufficient consideration to the surety for giving the guarantee. The liability of the surety is co-extensive with that
of the principal debtor, unless it is otherwise provided by the contract. A guarantee which extends to a series of transactions, by notice to the creditor. The death of the surety operates, in the absence of any contract to the
persons to the third person under the first contract is not affected by the existence of the second contract, although such third person may have been aware of its existence. Any variance, made without the surety as to transactions subsequent to
the variance. The surety is discharged by any contract between the creditor, by which the principal debtor, by which the principal debtor, by which the principal debtor, by which the creditor makes a
composition with, or promises to give time to, or not to sue, the principal debtor, discharges the surety assents to such contract. Where a contract to give time to the principal debtor, discharges the surety assents to such contract.
to sue the principal debtor or to enforce any other remedy against him does not, in the absence of any provision in the guarantee to the contrary, discharge the surety so released from his responsibility to the others; neither does not discharge the surety.
sureties. Where the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which his duty to the surety is discharged. Where a guaranteed debt has become due, or default of the principal
debtor to perform a guaranteed duty has taken place, the surety, upon payment or performance of all that he is liable for, is invested with all the rights which the creditor has against the principal debtor. A surety is entitled to the benefit of every security which the creditor has against the principal debtor whether such security was in existence at the
time when the contract of suretyship is entered into or came into existence subsequent thereto, and whether the surety knows of the existence of such security, the surety is discharged to the existence of such security. Any guarantee which has been
obtained by means of misrepresentation made by the creditor, or with his knowledge and assent, concerning a material circumstances is invalid. Where a person gives a guarantee which the creditor shall not act upon
it until another person has joined in it as co-surety, the quarantee is not valid if that other person does not join. In every contract of quarantee there is an implied promise by the principal debtor whatever sum he has rightfully paid under the quarantee, but no sums
which he has paid wrongfully. Where two or more persons are co-sureties for the same debt or duty, either jointly or severally, and whether under the same or different contracts, and whether with or without the knowledge of each other, the co-sureties, in the absence of any contract to the contrary, are liable, as between themselves, to pay each an
equal share of the whole debt, or of that part of it which remains unpaid by the principal debtor. Co-sureties who are bound in different sums are liable to pay equally as far as the limits of their respective obligations permit. (1) A "bailment" is the delivery of goods by one person to another for some purpose, upon a contract that they shall, when the
purpose is accomplished, be returned or otherwise disposed of according to the directions of the person delivering the goods is called the "bailee".(2)Where a person already in possession of the goods of another contracts to hold them as a bailee, he
thereby becomes the bailee, and the owner becomes the bailee or of any person authorised to hold them on his behalf.(1)The bailor is
bound to disclose to the bailee faults in the goods bailed, of which the bailor is aware, and which materially interfere with the use of them, or expose the bailee directly from such faults. (2) Where the goods are bailed for hire, the bailor is
responsible for such damage, whether he was or was not aware of the existence of such faults in the goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods bailed. In all cases of bailment the bailed to him as a person of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk. The properties are the properties of the properties are the proper
bailed: Provided that, nothing in this section shall be construed as applying to or qualifying the liability at common law of a common carrier or an inn keeper. The bailee, in the absence of any special contract, is notresponsible for the loss, destruction or deterioration of the thing bailed, if he has taken the amount of care described in section 103. A
contract of bailment is voidable at the option of the bailor, if the bailee does any act with regard to the goods bailed, which is not according to the conditions of the bailment, he is liable to make compensation to the bailor for any damage arising to the
goods, and the goods can be separated or divided, the property in the goods remains in the parties respectively; but the bailee is bound to bear the expense of separation or division, and any damage arising from the mixture. Where the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods, in such a manner that it is
 impossible to separate the goods bailed from the other goods and deliver them back, the bailor is entitled to be compensated by the bailee for the bailor is entitled to be compensated by the bailee for the bailor, and the bailee is to receive no
remuneration, the bailor shall repay to the bailee the necessary expenses incurred by him for the purpose of the bailment. The lender of a thing for use may at any time require its return, if the loan was gratuitous, even though he lent it for a specified time or purpose; but, if, on the face of such loan made for a specified time or purpose, the borrower
has acted in such a manner that the return of the thing lent before the time agreed upon would cause him loss exceeding the benefit actually derived by him from the loss so occasioned exceeds the benefit so derived. It is the duty of the bailee to
return, or deliver according to the bailor's directions, the goods bailed, without demand, as soon as the time for which they were bailed has expired, or the purpose for which they were bailed has been accomplished. Where, by the default of the bailor to the bailor to the bailor to the bailor to the purpose for which they were bailed has been accomplished. Where, by the default of the bailor to the bailor
for any loss, destruction or deterioration of the bailee. In the absence of any contract to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the absence of any contract to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the absence of any contract to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee is bound to deliver to the bailee. In the bailee is bound to deliver to the bailee.
bailor is responsible to the bailee may sustain by reason that the bailee may sustain by reason that the bailee may deliver them back to, or according to the directions of, one joint owner without the
consent of all, in the absence of any agreement to the goods and the bailer, in good faith, delivers them back to, or according to the directions of, the bailer, claims goods bailed he may apply to the
court to stop the delivery of the goods to the bailor, and to decide the title to the goods has no right to sue the owner until he receives such compensation; and,
 where the owner has offered a specific reward for the return of goods lost, the finder may sue for such reward, and may retain the goods until he receives it. Where a thing which is commonly the subject of sale is lost, if the owner cannot with reasonable diligence be found, or if he refuses, upon demand, to pay the lawful charges of the finder, the
finder may sell it(a) when the thing is in danger of perishing or of losing the greater part of its value; or(b) when the lawful charges of the bailee has, in accordance with the purpose of the baileent, rendered any service involving the exercise of labour or skill in respect of
the goods bailed, he has, in the absence of a contract to the contrary, a right to retain such goods until he receives due remuneration for the services he has rendered in respect of them. Bankers, factors, wharfingers, advocates and policy-brokers may, in the absence of a contract to the contrary, retain, as a security for a general balance of account,
any goods bailed to them; but no other persons have a right to retain, as a security for such balance, goods bailed to them, unless there is an express contract to that effect. The bailment of goods as security for payment of a debt or performance of a promise is called "pledge"; and he bailor is in this case called the "pawnor" while the bailee is called
the "pawnee". The pawnee may retain the goods pledged, not only for payment of the debt or the preservation of the goods pledged. The pawnee shall not, in the absence of a contract to that effect, retain the
goods pledged for any debt or promise other than the debt or promise for which they are pledged; but such contract, in the absence of anything to the contract, in the absence of anything to the pawnee is entitled to receive from the pawnee is entitled 
the goods pledged.(1)Where the pawnor makes default in payment of the debt or performance, at the stipulated time of the pawnor upon the debt or promise, and retain the goods were pledged as a collateral security; or he may sell the thing pledged, on giving
the pawnor reasonable notice of the sale.(2)Where the proceeds of such sale are less than the amount due in respect of the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the proceeds of the sale are greater than the amount so due, the pawnor is still liable to pay the balance but if the pawnor is still liable to pay the balance but if the pawnor is still liable to pay the balance but if the pawnor is still liable to pay the balance but if the p
the debt or performance of the promise, for which the pledge is and the payment of the debt or performance of the must, in that case, pay, in addition, any expenses which have arisen from his
default.(1)Where a mercantile agent is, with the consent of the owner, in possession of goods or the documents of title to goods, any pledge made by him, when acting in the ordinary course of business of a mercantile agent, shall be as valid as if he were expressly authorised by the owner of the goods to make the same; provided that the pawnee acts
in good faith and has not at the time of the pledge notice that the pawnor has no authority to pledge shall be deemed to be a pledge of the goods, the pledge shall be deemed to be a pledge of the goods, the pledge shall be deemed to be a pledge of the goods, the pledge shall be deemed to be a pledge of the goods, the pledge shall be deemed to be a pledge of the goods. (3) Where a mercantile agent validly pledges the documents of title to goods, the pledge shall be deemed to be a pledge of the goods.
but the contract has not been rescinded at the time of the pledge, the pawner's agood title to the goods: provided he acts in good faith and without notice of the pawner's defect of title. (4) In this section the expressions "mercantile agent'; and "documents of title to goods" shall have the meanings ascribed to them respectively in the Sale of
Goods Act. Where a person pledges goods in which he has only a limited interest, the pledge is valid to the extent of that interest. Where a third person wrongfully deprives the bailee of the use of possession of the goods bailed, or does them any injury, the bailee is entitled to use such remedies as the owner might have used in the like case if no
bailment had been made; and either the bailor or the bailee may bring a suit against a third person for such deprivation or injury. Whatever is obtained by way of relief or compensation in any such suit shall, as between the bailor and the bailee, be dealt with according to their respective interests. An "agent" is a person employed to do any act for
another or to represent another in dealings with third person and the person for whom such act is done, or who is so represented, is called the "principal". Any person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may employ an agent. As between the principal and third persons any person may
become an agent; but no person who is not of the age of majority and of sound mind can become an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, so as to be responsible to his principal according to the provisions of this Act. No consideration is necessary to create an agent, and the provision of the agent according to the a
spoken or written and to be implied when it is to be inferred from the circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of dealing, may be accounted on circumstances of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course of the case; and things spoken or written, or the ordinary course or 
having authority to carry on a business has authority to do every lawful thing necessary for the purpose, or usually done in the course of conducting such business. An agent has authority, in an emergency to do all such acts for the purpose of protecting his principal from loss as would be done by a person of ordinary prudence, in his own case, under
similar circumstances. An agent cannot lawfully employ another to perform acts which he has expressly or impliedly undertaken to perform personally unless by the ordinary custom of trade a sub-agent may, or from the nature of the agency, a sub-agent must, be employed. A "sub-agent must, be employed by, and acting under the control of, the
original agent in the business of the agency. (1) Where a sub-agent is properly appointed by the principal (2) The agent is responsible to the principal for the acts of the sub-agent. (3) The
sub-agent is responsible for his acts to the agent, but not to the principal, except in case of fraud or wilful wrong. Where an agent, without having authority to do so, has appointed a person to act as a sub-agent, the agent stands towards such person in the relation of a principal to an agent, and is responsible for his acts both to the principal and to
third persons; the principal is not represented by or responsible for the acts of the person accordingly, such person is not a
subagent, but an agent of the principal for such part of the business of the agency as is entrusted to him. In selecting an agent for his principal for the acts or negligence
of the agent so selected. Where acts are done by one person on behalf of another, but without his knowledge or authority, he may elect to ratify or to disown such acts and if he ratifies them, the same effects will follow as if they had been performed by his authority. Ratification may be express or may be implied in the conduct of the person on whose
behalf the acts are done. No valid ratification can be made by a person whose knowledge of the facts of the case is materially defective. A person ratifying any unauthorised act done by one person on behalf of another without such other person's authority,
which, if done with authority, would have the effect of subjecting a third person to damages, or of terminating any right of interest of a third person, cannot, by ratification, be made to have such effect. An agency is terminated by the principal revoking his authority; or by the agent renouncing the business of the agency; or by the business of the
agency being completed; or by either the principal or agent dying, becoming of unsound mind or being adjudged bankrupt under the provisions of any law for the time being in force relating to bankruptcy. where the agency, the agency, the agency cannot, in the absence of an
express contract, be terminated to the prejudice of such interest. The principal may, save as is otherwise provided by section 154, revoke the authority given to his agent at any time before the authority has been exercised so as to bind the principal. The principal cannot revoke the authority given to his agent at any time before the authority has been partly
exercised, so far as regards such acts and obligations as arise from acts already done in the agency. Where there is an express or implied contract that the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation
of the agency without sufficient cause. Reasonable notice must be given of such revocation or renunciation; otherwise the damage thereby resulting to the principal or the agent, as the case may be implied in the conduct of the principal or agent
respectively. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or so far as regards third persons, before it becomes known to them. Where an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take, on behalf of the
representatives of his late principal, are reasonable steps for the protection and preservation of the authority of an agent causes the termination of the authority of an agent causes the termination (subject to the rules herein contained by him. An agent is
bound to conduct the business of his principal according to the directions, according to the agent acts otherwise, if any loss be sustained, he must make it good to
his principal, and, if any profit accrues, he must account for it. An agent is bound to conduct the business of the agency with as much skill as he
possesses; and to make compensation to his principal in respect of loss or damage which are indirectly or remotely caused by such neglect, want of skill or misconduct. An agent is bound to render proper accounts to his principal on demand. It is the duty of an
agent, in cases of difficulty, to use all reasonable diligence in communicating with his principal, and in seeking to obtain his instructions. Where an agent deals on his own account in the business of the agency, without first obtaining the consent of his principal and acquainting him with all material circumstances which have come to his own knowledge
on the subject, the principal may repudiate the transactions, if the case shows either that any material fact has been dishonestly concealed from him by the agent, or that the dealings of the agent, or the agent,
of on account of his principal, the principal is entitled to claim from the agent any benefit which may have resulted to him from the business of the agency, all moneys due to himself in respect of advances made or expenses properly incurred by him in
conducting such business, and also such remuneration as may be payable to him for acting as agent. Subject to such deductions, the agent is bound to pay to his principal all sums received on his account. In the absence of any special contract, payment for the performance of any act is not due to the agent until the completion of such act; but an agent
may detain moneys received by him on account of goods sold, although the sale may not be actually completed. An agent who is guilty of misconduct in the business of the agency is not entitled to any remuneration in respect of that part of the business which he has
misconducted. In the absence of any contract to the contrary, an agent is entitled to retain goods, papers and other property, whether movable or immovable or im
agent is bound to indemnify him against the consequences of all lawful acts done by such agent in exercise of the authority conferred upon him. Where one person employer is liable to indemnify the agent against the consequences of that act, though it causes an injury to the
rights of third persons. Where one person employs another to do an act which is criminal, the employer is not liable to the agent, either upon an express or an implied promise, to indemnify him against the consequences of that act. The principal must make compensation to his agent in respect of injury caused to such agent by the principals neglect or
want of skill. Contracts entered into through an agent, and obligations arising from acts done by an agent, and when the same legal consequences as if the contracts had been entered into through an agent, and when the part of
what he does, which is within his authority, can be separated from the part which is beyond his authority, so much only of what he does as is within his authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is binding as between him and his principal. Where an agent does more than he is authority is below to be a subject to the principal where the
within it, the principal is not bound to recognise the transaction. Any notice given to, or information obtained by the agent, provided it be given or obtained by the
principal.(1)In the absence of any contract to that effect, an agent cannot personally enforce contracts entered into by him on behalf of his principal, nor is he personally bound by them.(2)A contract referred to in subsection (1) shall be presumed to exist in the following cases(a) where the contract is made by an agent for the sale or purchase of goods
for a merchant resident abroad; (b) where the agent does not disclosed, cannot be sued. (1) Where an agent makes a contract with a person who neither knows, nor has reason to suspect, that he is an agent, his principal may require the performance of the contract; but the other
contracting party has, as against the principal, the same rights as he would have had as against the agent if the agent had been principal discloses himself before the contract, if he can show that, if he had known who was the principal in the contract, or if
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he had known that the agent was not a principal, he would not have entered into the contract. In cases where the agent is person who has made a contract with an agent to act upon the belief that the principal only will be held liable, or induces the principal to act upon the belief that the agent or principal respectively. A person untruly representing himself to be the authorised agent of another, and thereby inducing a third person to deal with him as such agent, is liable, if his alleged employer does not ratify his acts, to make compensation to the other in respect of any loss or damage which he has incurred by so dealing. A person with whom a contract has been entered into in the character of agent is not entitled to require the performance of it if he was in reality acting, not as agent, but on his own account. When an agent has, without authority,

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What is the purpose of a civil action as it relates to contract law. Contract law explained. What is section 35 of the contract and commercial law act. What is law of contract. What is a cause of action in contract law.