

8. What is the doctrine of part performance?
9. Is the essence rule laid down in *Clay vs. Yates*, for distinguishing whether a contract is for work and labor, or for goods, wares and merchandise within the 17th section of the Statute of Frauds, good law?
10. Some contracts made by an infant must be ratified after coming of age before an action can be sustained against him; others must be rescinded by him either when an infant or a reasonable time after he attains 21 to relieve him from liability; what contracts are referred to in both cases?
11. What is meant by the contractual capacity of a corporation? Is the rule laid down in *Ashbury Company vs. Riche* applicable to companies when formed for particular purposes?
12. Why would the defence of fraud not be sufficient for the Defendant in *Foster vs. McKinnon*?
13. The rule being that fraud does not avoid a contract, why was the Defendant in *Cundy vs. Lindsay* not successful?
14. State your opinion upon the rule that the payment of a smaller sum in satisfaction of a larger is not a discharge of the remainder.



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