

PART III.—Defences to the Action.

CHAP.	PAGE
I. INCAPACITY TO CONTRACT	133
II. NON-CONCLUSION OF THE CONTRACT	137
III. INCOMPLETENESS OF THE CONTRACT	165
IV. UNCERTAINTY OF THE CONTRACT	189
V. WANT OF FAIRNESS IN THE CONTRACT	195
VI. HARDSHIP OF THE CONTRACT	209
VII. INADEQUACY OF THE CONSIDERATION	221
VIII. WANT OF MUTUALITY IN THE CONTRACT	231
IX. ILLEGALITY OF THE CONTRACT	241
X. CONTRACTS ULTRA VIRES	247
XI. STATUTE OF FRAUDS AND PART PERFORMANCE	253
XII. FORMALITIES REQUIRED IN CONTRACTS BY CORPORATIONS	319
XIII. MISREPRESENTATION	325
XIV. FRAUD	347
XV. MISTAKE	373
XVI. INCAPACITY OF THE COURT TO PERFORM PART OF THE CONTRACT	403
XVII. DEFECT IN THE SUBJECT-MATTER OF THE CONTRACT	425
XVIII. WANT OF A GOOD TITLE	431
XIX. FAILURE OF THE CONSIDERATION	447
XX. DEFAULT ON THE PART OF THE PLAINTIFF	457
XXI. ACTS IN CONTRAVENTION OF THE CONTRACT	473
XXII. NON-PERFORMANCE OF CONDITIONS	481
XXIII. INCAPACITY OF THE DEFENDANT TO PERFORM HIS PART OF THE CONTRACT	485
XXIV. RESCISSION OF THE CONTRACT	501
XXV. LAPSE OF TIME	525

PART IV.—The Mode of Exercising the Jurisdiction.

I. PROCEEDINGS UP TO AND INCLUDING JUDGMENT	551
II. INJUNCTIONS	563
III. WRIT OF NE EXEAT	575
IV. RELIEF AFTER JUDGMENT	577