

following examples will clear this point.

(i) In one case [Loftus v. Roberts - (1902) 18 T.L.R. 532], an actress was engaged for a tour and the agreement provided that if the performance was given to London, she would be engaged at a salary to be mutually agreed upon. It was held in the case that there was no contract.

(b) possibility of performance: Section 56 states that an agreement to do an act impossible in itself is void. Even a contract to do an act which after the contract is entered into, becomes impossible or by reason of some event which the promisor could not prevent, becomes void when the said act becomes unlawful or impossible. Thus, an agreement must be such so that it becomes capable of being performed. For example, if Mr. Nany paygude agrees to bring gold from the sun by driving a car, obviously this agreement is void as it is impossible for

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