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# FLOW DIAGRAM

Minority: How age affects status and the capacity to contract for infants, minors and majors.

1.1 Infants contractual capacity

* A contract is a binding agreement made between two or more parties which the law would enforce. Capacity to contract refers to the legal ability to form or enter into binding contract. The law recognises certain categories of persons as lacking the capacity to contract or having a limited capacity to contract, depending on the existence of certain factors (Freedman, et al., 2012).

1.2 Minors contractual capacity and the duties imposed on

* Minors (those under the age of 18, in most state) lack the capacity to make a contract. So, a minor who signs a contract can either honour the deal or void the contract. There are few exceptions, however. For example, in most states, a minor cannot void a contract for example, in most states, a minor cannot void a contract for necessities like food, clothing and lodging. Also, a minor can void a contract for a lack of capacity only while still under the age of majority. In most states, if a minor turns 18 and has not done anything to void the contract, then the contract can no longer be void (Viljoen, et al., 2018).

(b) Unassisted contract Majors.

* A major who contracts with an unassisted minor is in a very weak position: The major party will have full contractual obligations but the minor has no contractual obligations (Heaton, 2008).

1.3(a) Unassisted contract Minors.

* There is an unassisted minor, which means he/she cannot incur any contractual obligations, thus the major party has no contractual remedy and not sue the minors (Boezaart, 2008).

1.4 Ratification of contract with refence to case law

* Ratifying a contract is the act of approving the terms and conditions that are being spelled out in the document. After all, having a signed contract is not always enough for example, if you go on vacation and provide permission to an employee to sign a contract on your behalf, you may be then asked to ratify it. This means that through your words or actions, you are accepting the terms of the contract. For example During the course of 2008 Buthelezi and Mhlongo formed the intention to apply for Route Operations licence in order to operate a gambling business (Domingo, et al., 2017).

1.5. The effect of ratification

* An agency by ratification is also known as ex post facto agency, i.e., agency arising after the event. Although the law provides for an agent, exceeding his brief at times, and has given the principal the power to ratify or disclaim such acts, it has also spelt out the circumstances and rules under which such an act can or cannot be considered as agency by ratification (Meintjies-Van der Walt, et al., 2011).

1.6. Assisted Contract

* An assistance contract is a special type of employment contract, for which the employment contract, for which the employer benefits from aid which may take the form of recruitment subsidies, exemptions from certain social contributions, or training assistance.

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