

the 5th day of June, (7) and to be paid for on the 5th day of October.

All the elements must be distinctly stated. It will be noticed there are seven elements in the preceding example.

* **13. Implied Contracts** are those where the terms are not definitely stated, but are *presumed* to be understood. Example: A customer leaves his order with a grocer to have delivered at his residence five dozen eggs and \$2 worth of sugar. Nothing is said about the price of eggs or the number of pounds of sugar sold for a dollar, or anything about payment; but the parties themselves and the law *presume* a tacit understanding as to the prices and the time of payment.

They are as binding as express contracts, but sometimes are difficult to prove or are misunderstood.

> **14. Executed Contracts** are those in which the object of the contract is performed. Example: A person enters a carriage shop, buys a carriage and pays for it: the contract is completed. A debt paid is a contract executed.

> **15. Executory Contracts** are those which are not completed at the time the agreement is made. Example: A person leaves his order for a carriage at a certain cash price, to be completed in two months. The contract is not completed until the carriage is delivered and the purchase price paid. The larger part of contracts are of this class. As to the title and risk in the meantime, see Section 269.

16. Illegal Contracts are utterly void from the beginning and cannot be enforced. They have no legal effect except in so far as a party to them may incur a penalty. An illegal contract is where the thing to be performed, or not to be performed, is forbidden by law, as, for instance, smuggling goods into the country, or selling lottery tickets, or agreeing not to marry. In all such cases, if either party has performed his part of the contract he cannot compel the other to perform his, and if either party has paid money he cannot recover it back, as the contract is regarded as wholly vicious, and no court would attempt to enforce it. But if an innocent party has paid money it may be recovered ~~back~~.

But illegality does not always appear "on the face" of a contract, and in such a case it must be established by *evidence*; also, if money has been paid by an *innocent* party, it may be recovered ~~back~~.

In a contract containing two or more promises that are entirely distinct, so that one could be performed without the others, and it turns out that one is illegal, the illegal part would fail, but the others may be enforced.

There are two general classes of illegal contracts: (1) Those against public policy. -(a) In restraint of trade; (b) In restraint of marriage;