

And the said J. H. covenants and agrees to pay unto the said C. S. for the same the sum of — dollars, in lawful money of Canada as follows: The sum of — dollars in — days from the date hereof, the sum of — dollars when the said dwelling house shall be completely finished, and the sum of — dollars thirty days after the said dwelling house shall be completely finished. And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties hereunto bind themselves, their executors, administrators and assigns each unto the other in the sum — dollars as liquidated damages, and not by way of penalty.

In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered)
in the presence of)
F. E. MISENER.)

JAMES HENDERSON. ✽
CHARLES SUMMERS. ✽

For penalty clause, see Section 64.

CHAPTER III.

GUARDING AGAINST FRAUD.

21 Although this is purely a law book and not a book on business, still this chapter is so essential to the business community that it can scarcely be omitted.

The itinerant swindler is always operating somewhere, in some line. Every class in the community have this enemy to watch against. The following suggestions may be of service:

1. Never give money or a note, except it be to a well-known firm, until the article purchased is in your possession and found to be according to agreement.

2. An article or a machine having been ordered, which, upon arrival at the freight or express office, is found to be not according to agreement, should not be received. Of course, if the article is according to contract it must be received if delivered at the place and time agreed upon; but if not according to contract the article should be refused, and payment therefor cannot be enforced.

3. Always take a copy of every agreement that is made in writing, or any order given for machinery, goods, etc. The agent should sign the company's name, together with his own, to the copy you retain, which should also be marked "copy" by him. Never neglect to do this, if you would avoid the risk of having your order changed by an unscrupulous agent into a promissory note.

4. In dealing with an agent, or any other person, where a written contract, agreement or note is made, be assured of this, that nothing but the