

Anything affixed to the document after the name will answer for a seal as well as a regular seal bought for the purpose.

All corporate bodies and joint stock companies are required by law to have a corporate seal, which the officers must impress on all contracts signed by them, on which seals are essential.

Promissory notes and bills should not be under seal, as a seal would destroy their *negotiability* by placing them among "Specialty Contracts," except in cases of a corporation.

Seals are required on deeds, mortgages, bonds and on leases that are required to be in writing.

For seals on leases, see "Terms of Lease."

For seals on wills, see "Requisites of a Valid Will."

15 Implied Contracts.

Implied contracts are those where the terms are not definitely stated, but are *presumed* to be understood. They are as binding as express contracts, but sometimes are difficult to prove, or are misunderstood. *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 law *presumes* the existence of a tacit understanding between the parties as to the prices and the time of payment.

16 Voidable Contracts.

Voidable contracts are those which take their full and proper legal effect unless they are set aside by some one entitled to do so. They bind both parties until set aside. The party defrauded may void the contract if he chooses or he may affirm it and compel the other party to perform it.

Contracts, not for necessities, made with minors, or with persons of unsound mind, or with Indians on their reservations, are voidable, not void, as it is optional with such persons whether they will honor their contracts or repudiate them. Also fraudulent contracts are voidable, not void. (See Section 22.)

17 Illegal Contracts.

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. 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.

In a contract containing two or more promises that are entirely distinct, so that one could be performed without the others, and it turned out that one was illegal, the illegal part would fall, but the others can be enforced.

But illegality does not always appear "on the face" of a contract, and in such a case it must be established by *evidence*.

The following are examples of illegal contracts:

1. Contracts in restraint of trade.
2. Contracts in restraint of marriage.
3. To obstruct the course of public justice.
4. Contracts with alien enemies