

most solemn and authentic acts in law a man can perform. No cause, motive or consideration beyond the will of the party making the contract is necessary to give it validity, and no one can be permitted, except on the ground of illegality or fraud, to aver or prove anything in contradiction to what he has solemnly and deliberately avowed by deed. Words pass lightly and are easily uttered, but where an agreement is by deed there is more time for deliberation and the question of thoughtlessness is abandoned in view of the solemnity of the steps taken, hence while contracts not under seal require a consideration to support them, those by deed require no consideration.

A contract not under seal is of much less efficacy and force than a contract under seal. An admission or acknowledgment of any matter of fact given by one person to another and authenticated by his signature only may be shown by the person making such parole admission to be incorrect and untrue, and may be controverted by extrinsic evidence, while if the written admission be sealed and delivered as a deed, the party making such admission is prevented or estopped from denying it. For example, an acknowledgment of debt, or receipt of money or goods, or the statement of the consideration for a simple contract, affirmed only by the signature of the party, is evidence of the debt or act of payment, or of the existence of an alleged consideration, and may be contradicted by opposite evidence, and there is no legal objection to the party's showing that this acknowledgment is false; but, had he made such acknowledgment under seal and delivered it as a deed, he is at once (in the absence of fraud or deceit) precluded from denying the debt or from contradicting the payment or statement. Another example of the superiority of a deed over a mere writing may be shown in the case of a person writing to another that he

gratuitously forgives a debt. Where such release is without consideration it is of no effect; but if given under deed cannot be gainsaid. A person might to-day by a writing merely, forgive a debt owing him and next week issue a writ for its collection, but he could not do so if he forgave the debt under seal. A creditor who has given a receipt not under seal is permitted to show that he has not been paid, not so however, if the receipt be under seal.

We said a deed required no consideration to support it, while the simple contract or one not under seal always required a consideration. There are cases in which the consideration of a deed cannot be enforced against the contracting party, such as where the consideration is illegal, immoral or in restraint of trade absolutely, or obtained by duress or by fraud, or when it is against the policy of the law, wherefore, if the deed be tainted by such circumstances it cannot be enforced.

Another point worthy of remembrance with reference to contracts under seal is that if a person wishes to become freed from any or all his obligations he must be freed by a document under seal. For example, in a lease of lands or tenements under seal; suppose the tenant bound to pay \$100 quarterly in advance, the landlord writes and tells the tenant he will accept \$80 quarterly, notwithstanding such written or verbal agreement, he can enforce payment for the balance of \$20 quarterly and the tenant cannot use as evidence such verbal agreement.

In general a contract under seal should be witnessed by a disinterested party for the easier proof of the signature of the party in case of denial.

Simple contracts may be verbal as well as in writing not under seal. What then is the difference between a simple written contract and a verbal one? There are two great practical differences which I shall briefly explain: the first concerns the mode in which