

the County of [] this [] day of [] 18 [], and I certify that the foregoing affidavit (or affirmation) was read over by me (or in my presence) to the said A. B., who appeared perfectly to understand the same, and made his (or her) mark in my presence.

C. D.

J. P., or Commissioner, &c., &c.

CHAPTER II.

CONTRACTS OR AGREEMENTS.

A contract is a stipulation or engagement entered into between two or more persons and may be either express or implied. An express contract is one in which all the particulars are specified and agreed upon, at the time of entering into it. An implied contract is one where the particulars are not specified but rest on the mere construction of law. As a general illustration of an implied contract, it may be stated, that it will be implied or assumed that a man actually promises to do that which he is legally liable to do. Express contracts are either by parol, or word of mouth, which are called *simple contracts*, or by deed under seal which are called *special contracts*. A consideration is an essential ingredient in every contract. By consideration, we mean an equivalent offered by the one party and accepted by the other. A