



DRAFTING AND ANALYZING CONTRACTS

T H I R D E D I T I O N



Scott J. Burnham

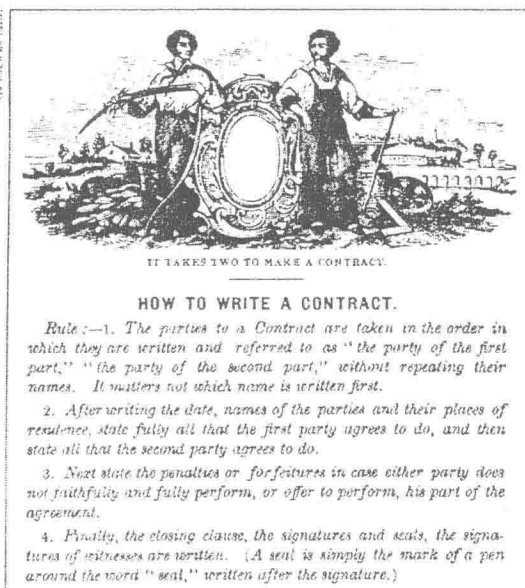


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DRAFTING AND ANALYZING CONTRACTS

A Guide to the Practical Application of the Principles of Contract Law

Third Edition



HOW TO WRITE A CONTRACT.

Rule:—1. The parties to a Contract are taken in the order in which they are written and referred to as "the party of the first part," "the party of the second part," without repeating their names. It matters not which name is written first.

2. After writing the date, names of the parties and their places of residence, state fully all that the first party agrees to do, and then state all that the second party agrees to do.

3. Next state the penalties or forfeitures in case either party does not faithfully and fully perform, or offer to perform, his part of the agreement.

4. Finally, the closing clause, the signatures and seals, the signatures of witnesses are written. (A seal is simply the mark of a pen around the word "seal," written after the signature.)

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To my parents, whose New England minds always took a
practical turn

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