# BUSINESS MAN'S COMMERCIAL LAW LIBRARY. VOLUME III. THE LAW OF CONTRACTS; PP.453-667

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Business Man's Commercial Law Library. Volume III. The Law of Contracts; pp.453-667 by Albert S. Bolles

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## **ALBERT S. BOLLES**

# BUSINESS MAN'S COMMERCIAL LAW LIBRARY. VOLUME III. THE LAW OF CONTRACTS; PP.453-667

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# Business Man's Commercial Law Library

#### VOLUME III

#### The Law of Contracts

including the Consideration for them; Assent; Statute of Frauds; Payment; Interest; Damages for Non Fulfillment; Contract of Agency; of Sale; of Common Carrier; Telegraph; Telephone; Promissory Notes; Bills of Exchange; Bank Checks; Guaranty and Surety; Partnership.

#### By

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Formerly Professor of Mercantile Law and Banking in the University of Pennsylvania, also lecturer in the same subjects in Haverford College

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#### CHAPTER X

#### CONTRACTS (Continued)

#### § 3. CONSIDERATION

1. There must be a cause or consideration for a contract.

2. Meaning of consideration.

- 3. A consideration need not be adequate.
- A promise to pay another's debt without consideration is invalid.
- An agreement to accept part of a debt for the whole is void.

6. Mutual fraud is a consideration.

- 7. An illegal consideration cannot sustain a contract.
- The legal part of a divisible consideration can be enforced.
- The compromise of a criminal charge is not a valid consideration.
- Work or service is a consideration for a promise to pay for it.
- The worth of a part of an agreed service can be recovered.
- 12. There can be no recovery for a voluntary service.
- A promise is a good cause or consideration for a promise.

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