

Extending 9 Geo. 4, C. 14
ACT No. XIV. OF 1840.
(Rep., Act 9 of 1872)

*Passed by the Right Hon'ble the Governor General of India in Council,
On the 29th of June, 1840.*

An Act for rendering a written Memorandum necessary to the validity of certain promises and engagements by extending to the Territories of the East India Company, in cases governed by English Law the Provisions of the Statute 9, Geo. IV. Ch. XIV.

It I hereby enacted, that the Statute 9, Geo. IV. Ch. XIV. shall be extended to the Territories of the East India Company ; provided always that this Act shall not be construed to affect any case, which would not have been governed by the Law and England before the passing of the aforesaid Statute, if this Act had not passed ; or to extend or alter the jurisdiction of any of Her Majesty's Courts of Justice.

The Statute hereby extended to the Territories of the East India Company is as follows (the sum of £10 mentioned therein to be deemed 100 Rupees in the application of the Statute to the aforesaid Territories.)

9TH GEO. IV. CAP. XIV.

*An Act for rendering a written Memorandum necessary to the validity
of certain Promises and Engagements.*

9th May, 1828.

English Act 21. Jas. I. C. 6. Irish Act 10, Car.I. Sess. 2,C.6. In actions of debt or upon the case, no acknowledgment shall be deemed sufficient unless it be in writing, or by part payment. Joint Contractors. Provide for the case of Joint Contractors. Whereas by an Act passed in England in the twenty-first year of the Reign of King James the First, it was, among other things, enacted, that all action of account and upon the cases, other than such accounts as concern the trade of Merchandize between Merchant and Merchant, their Factor or Servants, all actions of debt grounded upon any lending or contract without specialty, and all actions of debt for arrearages of rent, should be commenced within three years after the end of the then present Session of Parliament, or within six year next after the cause of such actions or suit, and not after. And whereas a similar Enactment is contained in an Act passed in Ireland in the tenth year of the reign of King Charles the First, and whereas various questions have arisen in action founded on simple contract, as to the proof and effect of acknowledgments and promises offered in evidence for the purpose of taking cases out of the operation of the said Enactment ; and it is expedient to prevent such questions and to make provision for giving effect to the said Enactments and to the intention thereof. Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same. That in actions of debt or upon the case grounded upon any simple contract no acknowledgment or promise by words only shall be deemed sufficient evidence of a new or continuing contract, or either of them, or to deprive any party of the said Enactments, or either of them, or to deprive any party of the benefit thereof, unless such acknowledgment or promise shall be made or contained by or in some writing to the signed by the party chargeable thereby, and that where there shall be two or more Joint Contractors, or Executors or Administrator shall lose the benefit of the said enactments, or either of them, so az to be chargeable in respect or by reason only by any written acknowledgment or promise made and signed herein contained shall alter or toke away or lessen the effect of any payment of any principal or interest made by any person what-soever. Provided also, that in action to be commenced against two or more such

Joint Contractors, or Executors, or Administrators, if it shall appear at the trial or otherwise that the Plaintiff, though barred by either of the said recited Acts or this Act. As to one or more of such Joint Contractor, or Executors or Administrators, shall never-theless be entitled to recover against any other or other of the Defendants, by virtue of a new acknowledgment or promise, or otherwise judgment may be given and costs allowed for the Plaintiff as to such Defendant or Defendants against whom he shall recover, and for the other Defendant or Defendants against the Plaintiff.

II. Pleas in Abatement. And be it further enacted, that if any Defendant or Defendants in any action on any simple contract shall plead any matter in abatement, to the effect that any other person or persons ought to be jointly sued and issue be joined on such plea, and it shall appear at the trial that the action could not, by reason of the said recited Acts, or this Act, or of either of them, be maintained, against the other person or persons named in such plea, or any of them, the issue joined on such pleas shall be found against the party pleading the same.

III. Indorsements of Payment. And be it further enacted, that o Indorsement or Memorandum of any payment written or made after the time appointed for this Act to take effect, upon any Promissory Note, Bill of Exchange, or other writing by or on the behalf of the party to whom such payment shall be made, shall be deemed sufficient proof of such payment so as to take the case out of the operation of either of the said Statutes.

IV. Simple Contract debts alleged by way of set off. And be it further enacted, that the said recited Acts and this Acat shall be deemed and taken to apply to the case of any debt on simple contract alleged by way of set off on the part of any Defendant, either by plea, notice, or otherwise.

V. Confirmation of promises made Infants. And be it further enacted, that no action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification after full age of any promise or simple contract made during infancy, unless such promise or ratification shall be made by some writing signed by the party to be charged therewith.

VI. Representation of character. And be it further enacted, that no action shall be brought whereby to charge any person upon or by reason of any representation or assurance made or given concerning or relating to the character, conduct, credit, ability, trade or dealings of any other person, to the intent or purpose that such other person may obtain credit, money, to the goods upon, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

VII. 29 Car. 2,C.3. Irish Act 7, W. 3, C. 12. Powers of recited Acts extended to Contracts for Goods, of 10£ or upwards although the delivery be not made. And whereas by an Act passed in England in the twenty-ninth year of the reign of King Charles the Second, entitled an Act for the prevention of Frauds and Perjuries, it is, among other things enacted, that from and after the twenty-fourth day of June one thousands six hundred and seventy-seven, no contract for the sale of any goods, wares and merchandizes, for the price of ten buyer shall accept part of the goods so sold, actually receive the same, or give something in earnest to bind the bargain, or in part of payment ; or that some note o memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their Agents thereunto lawfully authorized. And whereas a similar Enactment in contained in an Act passed in Ireland in the seventh year of the reign of King William the Third. And whereas it has been held that the said recited enactments do not extend to certain executory contracts for the sale of goods, which nevertheless are within the mischief thereby intended to be remedied ; and it is expedient to extend the said Enactments to such executory contracts ; be it enacted, that the said Enactments shall extend to all contracts for the same of goods of the value of ten pounds sterling and upwards, notwithstanding the goods may be intended to be delivered at some future time, or may not at the time of such contract be

actually made, procured or provided, of fit or ready for delivery, or some Act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

VIII. Memorandum exempted from Stamps. And be it further enacted, that no memorandum or other writing made necessary by this Act shall be deemed to be an agreement within the meaning of any Statute relating to the duties of Stamps.