

CHAPTER 100

THE CONTRACTS IN WRITING ACT

Arrangement of Sections

Section

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CONTRACTS IN WRITING

(3rd January, 1837.)

6811837.

1. This Act may be cited as the Contracts in Writing Act. **Short title.**

2. In actions of debt or upon the case grounded upon any simple contract no acknowledgement or promise by words only shall be deemed sufficient evidence of a new or continuing contract unless such acknowledgement or promise shall be made or contained by or in some writing to be signed by the party chargeable thereby; and where there shall be two or more joint contractors or executors or administrators of any contractor, no such joint contractor, executor, or administrator shall be chargeable in respect or by reason only of any written acknowledgement or promise made and signed by any other or others of them: Provided that nothing herein contained shall alter, or take away or lessen the effect of any payment of any principal or interest made by any person whatsoever:

In actions on simple contracts acknowledgement in writing, or part payment must be proved.

Provided also, that in actions 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 this Act as to one or more of such joint contractors, or executors or administrators, shall nevertheless be entitled to recover against any other or others of the defendants by virtue of a new acknowledgement 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.

3. 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 this Act be maintained against the other person or persons named in such plea or any of them, the issue joined on such plea shall be found against the party pleading the same.

When the action is barred against one or more defendants the issue on a plea of non-joinder of co-defendants shall be found for the plaintiff.

No indorsement or memorandum of payment to take the case out of the operation of this Act.

4. No indorsement or memorandum of any payment written or made 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 this Act.

Act to apply to cases of debts alleged by way of set-off.

5. This Act 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.

Confirmations of contracts made by infants, must be in writing.

6. 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.

Representations as to character, &c., to be the foundation of an action must be in writing.

7. 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, or goods upon less such representation or assurance be made in writing signed by the party charged therewith.
