

*Lord Tenterden's Act.*

AN ACT for rendering a Written Memorandum necessary to the  
Validity of certain Promises and Engagements.

[9th May, 1828.]

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In actions of debt or upon the case, no acknowledgment shall be deemed sufficient unless it be in writing, or by part payment.

1. 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, whereby to take any case out of the operation of the said enactments<sup>1</sup> 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 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 lose the benefit of the said enactments or either of them, so as to be chargeable in respect or by reason only of any written acknowledgment or promise made and signed by any other or others of them:

Provided always 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:

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 either of the said recited Acts or 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 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.

2. 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 plea shall be found against the party pleading the same.

<sup>1</sup> The Statutes of Limitation for England and Ireland respectively, 21 Jas. I., c. 16; 10 Chas. I., sess. 2, c. 6.

Joint contractors.

Proviso for the case of joint contractors.

Pleas in abatement.

9 Geo. IV.,  
c. 14.

Indorsements  
of payments.

3. No 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.

Simple con-  
tract debts  
alleged by  
way of set-off.

4. The said recited Acts and 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.

Confirmation  
of promises  
made by  
infants.

5. 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.

Representa-  
tions of cha-  
racter.

6. 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, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

29 Cha. II.,  
c. 3.

7. And whereas by an Act passed in England in the twenty-ninth year of the reign of King Charles the Second, intituled "An Act for the Prevention of Frauds and Perjuries," it is, among other things, enacted that . . . no contract for the sale of any goods, wares, and merchandises, for the price of ten pounds sterling or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain, or in part of payment, or that some note or 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 :

Irish Act,  
7 Will III.,  
c. 12.

And whereas a similar enactment is 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 :

Powers of re-  
cited Acts  
extended to

Be it enacted that the said enactments shall extend to all contracts for the sale of goods of the value of ten pounds ster-

9 *Geo. IV.*,  
c. 14.

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contracts for  
goods of £10  
or upwards,  
although the  
delivery be  
not made.

ling 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, or fit or ready for delivery, or some act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

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