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BILL.

An Act for rendering a Written Memorandum necessary to the validity of certain promises and engagements.

WHEREAS by an Act passed in England in the Preamble.
twenty-first year of the reign of King James the
Second, it was among other things enacted, that all English Act
actions of account and upon the case, other than such 21 James 2, c.
5 accounts as concern the trade of merchandize between 16, recited.
merchant and merchant, their factors 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 six years after the
10 cause of such action or suit and not after; And whereas
questions have arisen upon the proof of acknowledgments
and promises to take the cases in such actions out of the
operation of the said Statute: Be it therefore enacted, &c.

And it is hereby enacted by the authority of the same,
15 That in all actions on simple contract or debt of the nature
hereinbefore mentioned, 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 Act, or to deprive any party
20 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 that
where there shall be two or more joint contractors,
or executors or administrators of any contractor, no
25 such joint contractor, executor or administrator, shall
lose the benefit of the said Act 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, or by reason of any payment of any principal or
30 interest made by any other or others of them; Provided
always, that in actions commenced against two or more
such joint contractors, executors or administrators, if it
shall appear at the trial or otherwise that the plaintiff,
though barred by the said recited Act or this Act, as to
35 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, promise or payment as afore-
said, judgment may be given and costs allowed for the
40 plaintiff as to such defendant or defendants against whom
he shall recover, and for the other defendant or defen-
dants against the plaintiff.

Written memorandum required to take the case out of the said Statute.

Case of two or more joint contractors, &c. provided for.

Proviso: Where Plaintiff may be barred as to one or more Defendants, but not as to all.