

These points present one of the most discouraging and unsatisfactory views which this wretched piece of legislative quackery presents. But, whatever may be the doubts or the embarrassment of the advocate and the judge, it becomes henceforth seriously the interest of merchants and men in trade not to allow, in their strictly commercial or general dealings, the six years to elapse without enforcing payment, or securing a new or continuing contract in writing.

It will be asked, with considerable interest, it is believed, how our six years' prescription will apply to absentees, both creditors and debtors. The words of the old English Statute, 21 Jac. I., are, "that if the persons entitled to the actions shall be beyond the seas, they shall have their actions afterwards." This is very clear as to plaintiffs; but a question arose in England, whether debtors were within the meaning of this exception, and the point was settled by the Statute 4 and 5 Anne, Cap. 16, which enacts, that if any person or persons, against whom there is any cause of action, be beyond sea, the plaintiff may bring his action against such person or persons after their return, and within the time limited by 21 Jac. I. In regard to plaintiffs, we may remark, that this clause of the Statute of Limitations is not recited in our Act, nor is there any allusion whatever to it. Can it, therefore, be said to apply? With reference to parties defendant, we have no law making provision for their absence; and, probably, in both cases, we must rely upon the principles of the Common Law respecting absentees in such instances. It is apprehended that this deficiency in our Act may prove the cause of some hardship, and give rise to considerable inconvenience in practice.

We shall now mention a few of the difficulties arising mainly upon the Amendment, and apart from the defects of the original law as it is presented to us by this Act. It is intended to consider only those clauses of the Act, which relate to the limitation of actions, and to new or continuing contracts: as to the sections respecting the ratification of contracts and promises made during infancy—to liability upon representation or assurance, concerning character, credit, or liability, &c., of third parties, and the Statute of Frauds, we shall say nothing.

By the first clause of the first section, it is enacted, "that in all actions grounded on debts, promises, contracts, and agreements of a mercantile nature, between merchant and merchant, trader and trader, so reputed and understood according to law, 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, 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."

As to the cases in which a new or continuing contract is necessary, an English writer, commenting upon this clause: remarks that "It becomes, important to enquire when a *new or continuing* contract, to take a cause out