
CHAPTER 155**STATUTE OF FRAUDS (BAHAMAS)****ARRANGEMENT OF SECTIONS****SECTION**

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CHAPTER 155

STATUTE OF FRAUDS (BAHAMAS)

An Act for rendering a written memorandum necessary to the validity of certain promises and agreements. *8 of 1830*

[Commencement 11th January, 1830]

1. This Act may be cited as the Statute of Frauds (Bahamas) Act. Short title.

2. In actions of debt, or on the case, grounded upon any simple contract, no acknowledgement or promise, by words only, shall be deemed sufficient evidence in any of the courts of The Bahamas, of a new or continuing contract, whereby to take any case out of the operation of the Limitation Act, or to deprive any party of the benefit thereof, unless such acknowledgement 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 such joint contractor, executor or administrator, shall lose the benefit of the said enactment, so as to be chargeable in any respect, or by reason only of any written acknowledgement or promise, made and signed by any other or others of them: Verbal promise not sufficient evidence of the continuance of any contract.

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Provided that nothing herein contained shall alter, or take away, or lessen, the effect of any payment of 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 the said enactment, 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. Proviso respecting joint contractors.

Proceedings
when any
defendant shall
plead that any
other party ought
to be jointly
sued.

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

No endorsement
by the party to
whom payment is
made, to operate
against said
enactment.

4. No endorsement 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 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 the said enactment.

Said enactment
and this Act
applicable to any
debt, etc., by way
of set-off.

5. The said enactment, and this Act, shall be deemed and taken to apply to the case of any debt or simple contract alleged by way of set-off, on the part of any defendant, either by plea, notice or otherwise.

Verbal promise,
made after full
age, of payment
of debts
contracted
during infancy
not binding.

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.

No person shall
be charged by
reason of any
verbal
representation
regarding the
credit of another.

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