

# Statute of Frauds (1677)

## 1677 CHAPTER 3 29 Cha 2

IV XINo Action against Executors, &c. upon a special Promise, or upon any Agreement, or Contract for Sale of Lands, &c. unless Agreement, &c. be in Writing and signed.

Noe Action shall be brought . . . <sup>F1</sup> whereby to charge the Defendant upon any speciall promise to answere for the debt default or miscarriages of another person . . . <sup>F2</sup> unlesse the Agreement upon which such Action shall be brought or some Memorandum or Note thereof shall be in Writeing and signed by the partie to be charged therewith or some other person thereunto by him lawfully authorized.

#### **Editorial Information**

X1 Unreliable marginal note

#### **Textual Amendments**

- F1 Words repealed by Law Reform (Enforcement of Contracts) Act 1954 (c. 34), s. 1
- **F2** Words repealed by Law of Property Act 1925 (c. 20), **Sch. 7** and Law Reform (Enforcement of Contracts) Act 1954 (c. 34), **s. 1**

## **Modifications etc. (not altering text)**

C1 S. 4 excluded (26.12.2003) by The Financial Collateral Arrangements (No.2) Regulations 2003 (S.I. 2003/3226), reg. 4(1)

# **Changes to legislation:**

There are currently no known outstanding effects for the Statute of Frauds (1677), Section IV.