

the said Supreme Civil Court shall admit such Solicitor to practise as a Conveyancer, and to draw and attest all deeds as such, and shall grant unto him a certificate thereof under the seal of the Court, in such form as to the said Court shall seem proper, and thereupon such Solicitor shall be and be deemed and taken to be a Certificated Conveyancer.

Passed in Council this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and fifty-six.

RICHARD D. CADIZ,
Clerk of Council.

No. 13.—1856.

27th December.

AN ORDINANCE to amend the laws affecting Trade and Commerce.

ED. B. BROOKE,
Col., Actg. Governor.

WHEREAS it is expedient that the laws of this Preamble. colony relating to Trade and Commerce should, as far as practicable, be assimilated to the law of England: Be it therefore enacted by the Governor, by and with the advice and consent of the Council of Government, as follows:

1. No writ of *fieri facias* or other writ of execution, and no writ of attachment against the goods of a debtor shall prejudice the title to such goods acquired by any person *bonâ fide* and for a valuable consideration before the actual seizure or attachment thereof by virtue of such writ; provided that such person had not, at the time when he acquired such title, notice that such writ or any other writ by virtue of which the goods of such owner might be seized or attached, had been delivered to and remained unexecuted in the hands of the Marshal.

Persons acquiring title to goods before they have been seized or attached under a writ against the seller, protected.

2. In all actions and suits in the Supreme Civil Court for breach of contract to deliver specific goods

Specific delivery of goods sold.

for a price in money, on the application of the plaintiff, and by leave of the Judge before whom the cause is tried, the Jury shall, if they find the plaintiff entitled to recover, find by their verdict what are the goods in respect of the non-delivery of which the plaintiff is entitled to recover, and which remain undelivered; what (if any) is the sum the plaintiff would have been liable to pay for the delivery thereof; what damages (if any) the plaintiff would have sustained if the goods should be delivered under execution as hereinafter mentioned, and what damages if not so delivered; and thereupon if judgment shall be given for the plaintiff the Court or any Judge thereof, at their or his discretion, on the application of the plaintiff, shall have power to order execution to issue for the delivery, on payment of such sum (if any) as shall have been found to be payable by the plaintiff as aforesaid, of the said goods, without giving the defendant the option of retaining the same upon paying the damages assessed; and such writ of execution may be for the delivery of such goods; and if such goods so ordered to be delivered, or any part thereof, cannot be found, and unless the Court or such Judge as aforesaid shall otherwise order, the Marshal shall distrain the defendant by all his lands and chattels in the said Island, till the defendant deliver such goods, or, at the option of the plaintiff, cause to be made of the defendant's goods the assessed value or damages, or a due proportion thereof; provide that the plaintiff shall, either by the same or by a separate writ of execution, be entitled to have made of the defendant's goods the damages, costs, and interest in such action or suit.

Consideration
for guarantee
need not
appear by
writing.

3. No special promise to be made by any person after the commencement of this Ordinance to answer for the debt, default, or miscarriage of another person, being in writing, and signed by the party to be charged therewith or some other person by him thereunto lawfully authorized, shall be deemed invalid to support an action suit or other proceeding to charge the person by whom such promise shall have been made, by reason only that the consideration for such promise does not appear in writing, or by necessary inference from a written document.

4. No promise to answer for the debt, default, or miscarriage of another made to a firm consisting of two or more persons, or to a single person trading under the name of a firm, and no promise to answer for the debt, default, or miscarriage of a firm consisting of two or more persons, or of a single person trading under the name of a firm, shall be binding on the person making such promise in respect of anything done or omitted to be done after a change shall have taken place in any one or more of the persons constituting the firm, or in the person trading under the name of a firm, unless the intention of the parties, that such promise shall continue to be binding notwithstanding such change, shall appear either by express stipulation, or by necessary implication from the nature of the firm or otherwise.

Guarantee to or for a firm to cease upon a change in the firm, except in special cases.

5. Every person who, being surety for the debt or duty of another, or being liable with another for any debt or duty, shall pay such debt or perform such duty, shall be entitled to have assigned to him or to a trustee for him, every judgment, specialty or other security which shall be held by the creditor in respect of such debt or duty, whether such judgment, specialty or other security shall or shall not be deemed at law to have been satisfied by the payment of the debt or performance of the duty, and such person shall be entitled to stand in the place of the creditor, and to use all the remedies, and, if need be and upon a proper indemnity, to use the name of the creditor in any action or other proceeding at law or in equity, in order to obtain from the principal debtor, or any co-surety, co-contractor, or co-debtor, as the case may be, indemnification for the advances made and loss sustained by the person who shall have so paid such debt or performed such duty, and such payment or performance so made by such surety shall not be pleadable in bar of any such action or other proceeding by him: Provided always that no co-surety, co-contractor or co-debtor shall be entitled to recover from any other co-surety, co-contractor or co-debtor, by the means aforesaid, more than the just proportion to which, as between those parties themselves, such last-mentioned person shall be justly liable.

A surety who discharges the liability to be entitled to assignment of all securities held by the creditor.

6. No acceptance of any bill of exchange, whether

Acceptance of a Bill in-

land or foreign to be in writing on it, and signed by the acceptor or his agent. inland or foreign, made after the commencement of this Ordinance shall be sufficient to bind or charge any person unless the same be in writing on such bill, or if there be more than one part of such bill, on one of the said parts and signed by the acceptor or some person duly authorised by him.

Limitation of actions for 'Merchant's Accounts.'

7. All actions of account or for not accounting, and suits for such accounts as concern the trade of merchandise between merchant and merchant, their factors or servants, shall be commenced and sued within four years after the cause of such actions or suits, or when such cause has already arisen then within four years after the commencement of this Ordinance; and no claim in respect of a matter which arose more than four years before the commencement of such action or suit shall be enforceable by action or suit by reason only of some other matter of claim comprised in the same account having arisen within four years next before the commencement of such action or suit.

Acknowledgments by agents to be as valid as if by principals.

8. An acknowledgment or promise made or contained by or in a writing signed by an agent of the party chargeable thereby, duly authorised to make such acknowledgment or promise, shall have the same force and effect in all cases as if such writing had been signed by such party himself.

Part payment by one contractor, &c., not to prevent bar by statutes of limitation in favour of another contractor, &c.

9. Whenever there shall be two or more co-contractors or co-debtors, whether bound or liable jointly only or jointly and severally, or executors or administrators of any contractor or debtor, no such co-contractor or co-debtor, executor or administrator shall lose the benefit of any statute, law, or Ordinance relating to the limitation of actions, so as to be chargeable in respect or by reason only of payment of any principal, interest or other money by any other or others of such co-contractors or co-debtors, executors or administrators.

Passed in Council this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and fifty-six.

RICHARD D. CADIZ,
Clerk of Council.