
CHAPTER 334**MERCANTILE LAW AMENDMENT****ARRANGEMENT OF SECTIONS**

SECTION

1. Short title.
2. Consideration for Guarantee need not appear by Writing.
3. A Surety who discharges the Liability to be entitled to Assignment of all Securities held by the Creditor.

CHAPTER 334

MERCANTILE LAW AMENDMENT

An Act to amend the laws affecting trade and commerce.

*19 & 20 Vict.
c. 97 extended
by 23 of 1860
9 of 1995*

[Commencement 29th July, 1856]

1. [This Act may be cited as the Mercantile Law Amendment Act.]

Short title.

2. No special promise to be made by any Person after the passing of this Act 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 authorised, 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.

Consideration for Guarantee need not appear by Writing.

3. 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:

A Surety who discharges the Liability to be entitled to Assignment of all Securities held by the Creditor.

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.