

1960

c 381 Statute of Frauds

Ontario

© Queen's Printer for Ontario, 1960

Follow this and additional works at: <http://digitalcommons.osgoode.yorku.ca/rso>

Bibliographic Citation

Statute of Frauds, SO 1966, c 381

Repository Citation

Ontario (1960) "c 381 Statute of Frauds," *Ontario: Revised Statutes*: Vol. 1960: Iss. 4, Article 77.

Available at: <http://digitalcommons.osgoode.yorku.ca/rso/vol1960/iss4/77>

CHAPTER 381

The Statute of Frauds

1.—(1) Every estate or interest of freehold and every uncertain interest of, in, to or out of any messuages, lands, tenements or hereditaments shall be made or created by a writing signed by the parties making or creating the same, or their agents thereunto lawfully authorized in writing, and, if not so made or created, has the force and effect of an estate at will only, and shall not be deemed or taken to have any other or greater force or effect.

Writing
required to
create
certain
estates or
interests

(2) All leases and terms of years of any messuages, lands, tenements or hereditaments are void unless made by deed.

Leases to
be made
by deed

2. Subject to section 9 of *The Conveyancing and Law of Property Act*, no lease, estate or interest, either of freehold or term of years, or any uncertain interest of, in, to or out of any messuages, lands, tenements or hereditaments shall be assigned, granted or surrendered unless it be by deed or note in writing signed by the party so assigning, granting, or surrendering the same, or his agent thereunto lawfully authorized by writing or by act or operation of law. R.S.O. 1950, c. 371, s. 2.

How leases
or estates
of freehold,
etc., to be
granted or
surrendered
R.S.O. 1960,
c. 66

3. Sections 1 and 2 do not apply to a lease, or an agreement for a lease, not exceeding the term of three years from the making thereof, the rent upon which, reserved to the landlord during such term, amounts to at least two-thirds of the full improved value of the thing demised. R.S.O. 1950, c. 371, s. 3.

Except
leases not
exceeding
three years,
etc.

4. No action shall be brought whereby to charge any executor or administrator upon any special promise to answer damages out of his own estate, or whereby to charge any person upon any special promise to answer for the debt, default or miscarriage of any other person, or to charge any person upon any agreement made upon consideration of marriage, or upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, or upon any agreement that is not to be performed within the space of one year from the making thereof, unless the agreement upon which the action is brought, or some memorandum or note

Writing
required
for certain
contracts

thereof is in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized. R.S.O. 1950, c. 371, s. 4.

Limitation as to validity of certain covenants or conditions

5. A promise, contract or agreement to pay a sum of money by way of liquidated damages or to do or suffer any other act, matter or thing based upon, arising out of, or relating to a promise, contract or agreement dealt with in section 4 is not of any greater validity than the last-mentioned promise, contract or agreement. R.S.O. 1950, c. 371, s. 5.

Consideration for promise to answer for another need not be in writing

6. No special promise made by a person to answer for the debt, default or miscarriage of another person, being in writing and signed by the party to be charged therewith, or by some other person by him thereunto lawfully authorized, shall be deemed invalid to support an action or other proceeding to charge the person by whom the promise was made by reason only that the consideration for the promise does not appear in writing, or by necessary inference from a written document. R.S.O. 1950, c. 371, s. 6.

As to ratification of promise made during nonage

7. No action shall be maintained whereby to charge a person upon a promise made after full age to pay a debt contracted during infancy or upon a ratification after full age of a promise or simple contract made during infancy, unless the promise or ratification is made by a writing signed by the party to be charged therewith or by his agent duly authorized to make the promise or ratification. R.S.O. 1950, c. 371, s. 7.

As to representation regarding the character, credit etc., of a third party

8. No action shall be brought whereby to charge a person upon or by reason of a 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 money, goods or credit thereupon, unless the representation or assurance is made by a writing signed by the party to be charged therewith. R.S.O. 1950, c. 371, s. 8.

Declarations or creations of trusts of land to be in writing

9. Subject to section 10, all declarations or creations of trusts or confidences of any lands, tenements or hereditaments shall be manifested and proved by a writing signed by the party who is by law enabled to declare such trust, or by his last will in writing, or else they are utterly void and of no effect. R.S.O. 1950, c. 371, s. 9.

10. Where a conveyance is made of lands or tenements by which a trust or confidence arises or results by construction of law, or is transferred or extinguished by act or operation of law, then and in every such case the trust or confidence is of the like force and effect as it would have been if this Act had not been passed. R.S.O. 1950, c. 371, s. 10.

Exception of trusts arising, transferred, or extinguished by implication of law

11. All grants and assignments of a trust or confidence shall likewise be in writing signed by the party granting or assigning the same, or by such last will or devise, or else are likewise utterly void and of no effect. R.S.O. 1950, c. 371, s. 11.

Assignments of trusts to be in writing

