

1937

c 146 Statute of Frauds

Ontario

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CHAPTER 146.

The Statute of Frauds.

Writing required to create certain estates or interests.

Effect if not in writing.

Leases to be made by deed.

How leases or estates of freehold, etc., to be granted or surrendered.
Rev. Stat. c. 152.

Except leases not exceeding three years, etc.

Writing required for certain contracts.

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 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 shall have 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.

(2) All leases and terms of years of any messuages, lands, tenements or hereditaments shall be void at law unless made by deed. R.S.O. 1927, c. 131, s. 1.

2. Subject to section 8 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. 1927, c. 131, s. 2.

3. Sections 1 and 2 shall 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 unto two-thirds at the least of the full improved value of the thing demised. R.S.O. 1927, c. 131, s. 3.

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 such action shall be brought, or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized. R.S.O. 1927, c. 131, s. 4.

5. A promise, contract or agreement to pay any 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 shall not be of any greater validity than such last-mentioned promise, contract or agreement. 1929, c. 23, s. 6.

Limitation as to validity of certain covenants or conditions.

6. No special promise made by any 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. 1927, c. 131, s. 5.

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

7. 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 the promise or ratification is made by some writing signed by the party to be charged therewith or by his agent duly authorized to make the promise or ratification. R.S.O. 1927, c. 131, s. 6.

As to ratification of promise made during nonage.

8. 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 money, goods or credit thereupon, unless the representation or assurance is made in writing signed by the party to be charged therewith. R.S.O. 1927, c. 131, s. 7.

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

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 some writing signed by the party who is by law enabled to declare such trust, or by his last will in writing, or else they shall be utterly void and of none effect. R.S.O. 1927, c. 131, s. 8.

Declarations or creations of trusts of land to be in writing signed.

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

10. Where any conveyance is made of any lands or tenements by which a trust or confidence shall or may arise or result by the implication or construction of law, or be transferred or extinguished by act or operation of law, then and in every such case such trust or confidence shall be of the like force and effect as the same would have been if this Act had not been passed. R.S.O. 1927, c. 131, s. 9.

Assignments of trusts shall be in writing.

11. All grants and assignments of any 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 shall likewise be utterly void and of none effect. R.S.O. 1927, c. 131, s. 10.

Writing required on agreement for payment of commission.

12. No action shall be brought to charge any person for the payment of a commission or other remuneration for the sale, purchase, exchange, or leasing of real property unless the agreement upon which such action shall be brought shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized. R.S.O. 1927, c. 131, s. 11; 1935, c. 65, s. 2.

[*Note.*—As to contracts for the sale of goods, see *Sale of Goods Act, Rev. Stat. c. 180.*

As to mining lands, see Mining Act, Rev. Stat. c. 47, s. 71.]
