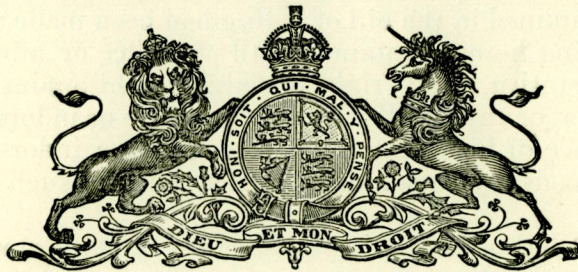


New South Wales.



ANNO SECUNDO

EDWARDI VII REGIS.

Act No. 43, 1902.

An Act to consolidate enactments relating to usury, interest, and to certain instruments and contracts. [Assented to, 21st August, 1902.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the "Usury, Bills of Lading, and Short title. Written Memoranda Act, 1902."

2. The enactments mentioned in the Schedule to this Act are, Repeal. to the extent therein expressed, hereby repealed.

Usury and interest.

3. No Imperial Act relating to usury shall extend or be deemed Imperial usury Acts. applicable to New South Wales. 5 Wm. IV. No. 10, s. 1.

4. In all cases where interest for the loan of money or upon Interest allowed where no rate fixed so recovered shall not, where the rate of interest has not been previously agreed upon by the parties, exceed eight per centum per annum. Ibid. s. 2.

Usury, Bills of Lading, and Written Memoranda.

Bills of lading.

Rights under bills of lading to vest in consignee or indorsee.
20 Vic. No. 13, s. 1.

5. Every consignee of goods named in a bill of lading, and every indorsee of a bill of lading to whom the property in the goods therein mentioned shall pass upon or by reason of such consignment or indorsement, shall have transferred to and vested in him all rights of suit and be subject to the same liabilities in respect of such goods, as if the contract contained in the bill of lading had been made with himself.

Not to affect right of stoppage in transitu or claims for freight.
Ibid. s. 2.

6. Nothing herein contained shall prejudice or affect any right of stoppage in transitu, or any right to claim freight against the original shipper or owner, or any liability of the consignee or indorsee, by reason or in consequence of his being such consignee or indorsee, or of his receipt of the goods, by reason or in consequence of such consignment or indorsement.

Bill of lading in hands of consignee, &c., conclusive evidence of the shipment as against master, &c.
Ibid. s. 3.

7. Every bill of lading in the hands of a consignee or indorsee for valuable consideration representing goods to have been shipped on board a vessel shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the bill of lading has had actual notice, at the time of receiving the same, that the goods had not been in fact laden on board.

Guarantees.

Consideration for guarantee.
46 Vic. No. 4, s. 1.

8. No special promise made after the twenty-first day of November, one thousand eight hundred and eighty-two, by any person to answer for the 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 has been made by reason only that the consideration for such promise does not appear in writing or by necessary inference from a written document.

Memoranda in writing.

Debts and contracts of infants.
4 Wm. IV. No. 17, adopting 9 Geo. IV, c. 14, s. 5.

9. No action shall be maintained whereby to charge any person—

(a) upon any promise made after full age to pay any debt contracted during infancy, or

(b) upon any ratification after full age of any promise or simple contract made during infancy,

unless such promise or ratification is made by some writing signed by the party to be charged therewith.

Representations of character, &c.
Ibid. s. 6.

10. 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

Usury, Bills of Lading, and Written Memoranda.

or dealings of any other person to the intent or purpose that such other person may obtain credit, money, or goods upon, unless such representation or assurance is made in writing signed by the party to be charged therewith.

11. So much of the Imperial Act passed in the twenty-ninth year of the reign of King Charles the Second, intituled "An Act for the prevention of frauds and perjuries," as enacted that "no contract for the sale of any goods, wares, and merchandises for the price of ten pounds sterling or upwards shall be allowed to be good except the buyer shall accept part of the goods so sold and actually receive the same or give something in earnest to bind the bargain or in part of payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract or their agents thereunto lawfully authorised," shall extend to all contracts for the sale of goods of the value of ten pounds sterling and upwards, notwithstanding the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured, or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof or rendering the same fit for delivery.

Executory contracts
for the sale of goods.
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adopting 9 Geo. IV,
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stamp duties.
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5 Wm. IV. No. 10	An Act for removing doubts respecting the application to New South Wales of the Laws and Statutes of England relating to usury and to limit and define the rate of interest which may be recovered in cases where it hath not been previously agreed on between the parties.	The whole.
20 Vic. No. 13 ...	An Act to amend the law relating to Bills of Lading.	The whole.
46 Vic. No. 4 ...	An Act to amend the law relating to Guarantees.	The whole.

By Authority : WILLIAM APPLIGATE GULLICK, Government Printer, Sydney, 1902.

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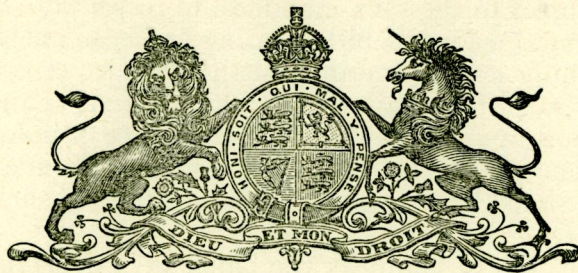
...

I Certify that this PUBLIC BILL, which originated in the LEGISLATIVE COUNCIL, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

Legislative Council Chamber,
Sydney, 7th August, 1902. }

JOHN J. CALVERT,
Clerk of the Parliaments.

New South Wales.



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4. In all cases where interest for the loan of money or upon any other contract may be recovered in any action or suit, the amount so recovered shall not, where the rate of interest has not been previously agreed upon by the parties, exceed eight per centum per annum. Interest allowed where no rate fixed. Ibid. s. 2.

*Usury, Bills of Lading, and Written Memoranda.**Bills of lading.*

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6. Nothing herein contained shall prejudice or affect any right of stoppage in transitu, or any right to claim freight against the original shipper or owner, or any liability of the consignee or indorsee, by reason or in consequence of his being such consignee or indorsee, or of his receipt of the goods, by reason or in consequence of such consignment or indorsement.

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Guarantees.

Consideration for guarantee.
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8. No special promise made after the twenty-first day of November, one thousand eight hundred and eighty-two, by any person to answer for the 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 has been made by reason only that the consideration for such promise does not appear in writing or by necessary inference from a written document.

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Usury, Bills of Lading, and Written Memoranda.

or dealings of any other person to the intent or purpose that such other person may obtain credit, money, or goods upon, unless such representation or assurance is made in writing signed by the party to be charged therewith.

11. So much of the Imperial Act passed in the twenty-ninth year of the reign of King Charles the Second, intituled "An Act for the prevention of frauds and perjuries," as enacted that "no contract for the sale of any goods, wares, and merchandises for the price of ten pounds sterling or upwards shall be allowed to be good except the buyer shall accept part of the goods so sold and actually receive the same or give something in earnest to bind the bargain or in part of payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract or their agents thereunto lawfully authorised," shall extend to all contracts for the sale of goods of the value of ten pounds sterling and upwards, notwithstanding the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured, or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof or rendering the same fit for delivery.

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46 Vic. No. 4 ...	An Act to amend the law relating to Guarantees.	The whole.

In the name and on the behalf of His Majesty I assent to this Act.

HARRY H. RAWSON,
Governor.

State Government House,
Sydney, 21st August, 1902.

MEMORANDUM FOR THE RECORD

The following information was received from the Bureau of Census on July 1, 1914:

The total population of the United States on July 1, 1914, was 101,959,265.

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HARRY H. NEWELL
Director

Memo. and Certificate to accompany the Usury, Bills of Lading, and Written Memoranda Bill.

THE various subjects here placed together have this in common that they are of interest to mercantile men and deal with some mercantile instruments. On the whole, it has seemed better to join them in one Act than to make four or five separate and very short Acts.

Clause 10. The words "credit money or goods upon" are preserved from the original Act, as their meaning is ambiguous. *See Lyde v. Barnard* 1, M. and W. p. 101.

I certify that this Bill solely consolidates, and in no way alters, adds to, or amends the law as contained in the enactments therein consolidated.

CHAS. G. HEYDON,
Commissioner for the Consolidation of the Statute Law.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

RESEARCH REPORT
ON THE CHEMISTRY OF
THE CARBON DIOXIDE SYSTEM

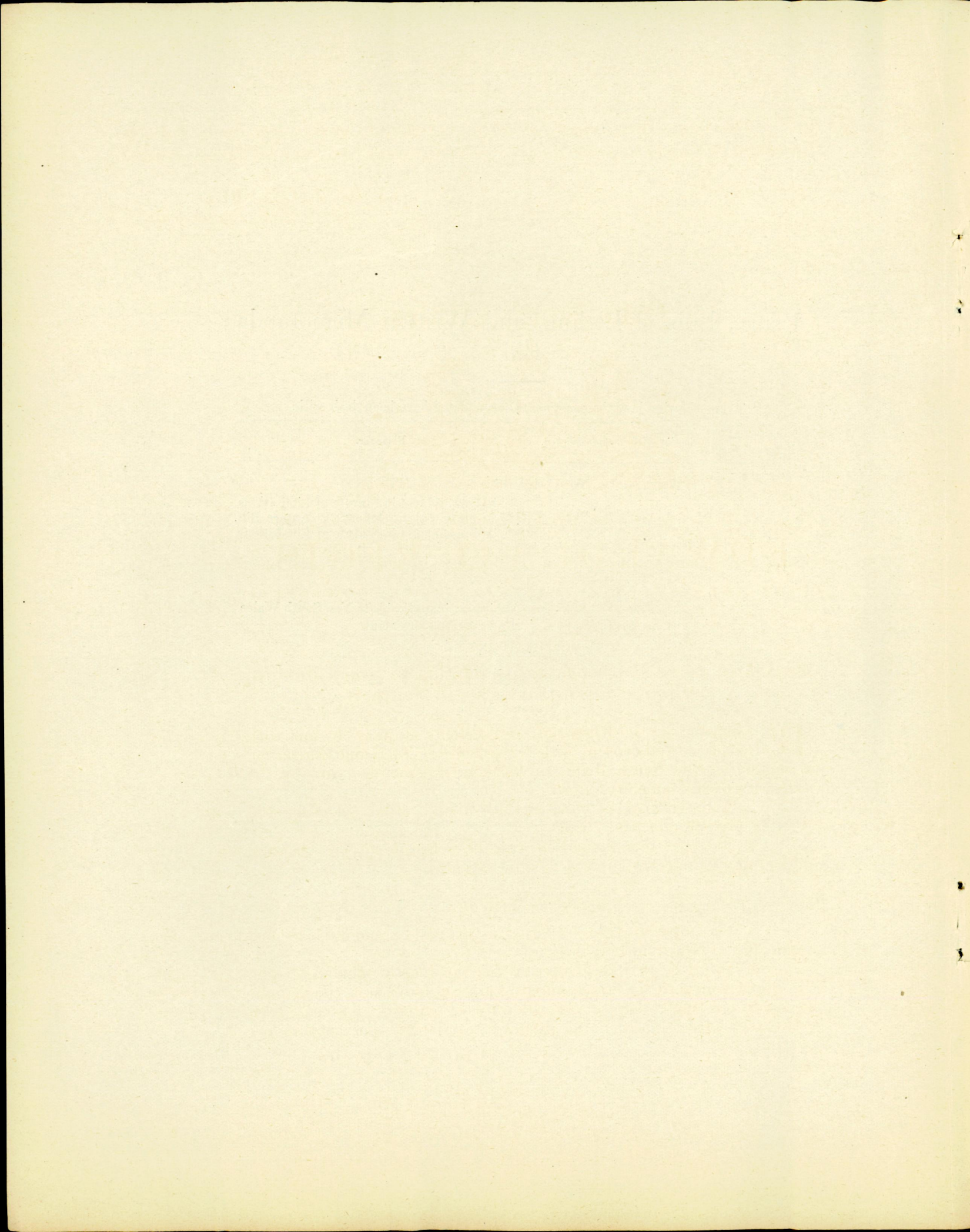
BY
J. H. VAN VAN NEST
AND
R. M. M. SMITH

CHICAGO, ILLINOIS
1955

Usury, Bills of Lading, and Written Memoranda Bill.

TABLE showing how the enactments consolidated have been dealt with.

Section of Repealed Acts.	Section of Consolidated Act.	Remarks.
4 WILLIAM IV, No. 17 (adopting 9 GEORGE IV, c. 14).		
1	To be consolidated in Statute of Limitations. To be dealt with in General Procedure Bill.
2	
3, 4	To be consolidated in Statute of Limitations.
5	9	
6	10	
7	11	
8	12	
9	Omitted ; inapplicable to New South Wales. Date of commencement.
10	
5 WILLIAM IV, No. 10.		
1	3	
2	4	
20 VICTORIA No. 13.		
1	5	
2	6	
3	7	
46 VICTORIA No. 4.		
1	8	

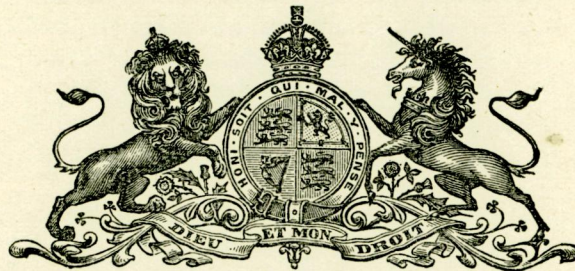


This PUBLIC BILL originated in the LEGISLATIVE COUNCIL, and, having this day passed, is now ready for presentation to the LEGISLATIVE ASSEMBLY for its concurrence.

Legislative Council Chamber, }
Sydney, 9th July, 1902. }

JOHN J. CALVERT,
Clerk of the Parliaments.

New South Wales.



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