

## **Chapter 22.**

### **Contracts Requiring Writing.**

#### **§ 22-1. Contracts charging representative personally; promise to answer for debt of another.**

No action shall be brought whereby to charge an executor, administrator or collector upon a special promise to answer damages out of his own estate or to charge any defendant upon a special promise to answer the debt, default or miscarriage of another person, 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 charged therewith or some other person thereunto by him lawfully authorized. (29 Charles II, c. 3, s. 4; 1826, c. 10; R.C., c. 50, s. 15; Code, s. 1552; Rev., s. 974; C.S., s. 987.)

#### **§ 22-2. Contract for sale of land; leases.**

All contracts to sell or convey any lands, tenements or hereditaments, or any interest in or concerning them, and all leases and contracts for leasing land for the purpose of digging for gold or other minerals, or for mining generally, of whatever duration; and all other leases and contracts for leasing lands exceeding in duration three years from the making thereof, shall be void unless said contract, or some memorandum or note thereof, be put in writing and signed by the party to be charged therewith, or by some other person by him thereto lawfully authorized. (29 Charles II, c. 3, ss. 1, 2, 3; 1819, c. 1016, P.R.; 1844, c. 44; R.C., c. 50, s. 11; 1868, c. 156, ss. 2, 33; Code, ss. 1554, 1743; Rev., s. 976; C.S., s. 988.)

#### **§ 22-3: Repealed by Session Laws 1995, c. 379, s. 15.**

#### **§ 22-4. Promise to revive debt of bankrupt.**

No promise to pay a debt discharged by any decree of a court of competent jurisdiction, in any proceeding in bankruptcy, shall be received in evidence unless such promise is in writing and signed by the party to be charged therewith. (1899, c. 57; Rev., s. 978; C.S., s. 990.)

#### **§ 22-5. Commercial loan commitments.**

No commercial loan commitment by a bank, savings and loan association, or credit union for a loan in excess of fifty thousand dollars (\$50,000) shall be binding unless the commitment is in writing and signed by the party to be bound. As used in this section, the term "commercial loan commitment" means an offer, agreement, commitment, or contract to extend credit primarily for business or commercial purposes and does not include charge or credit card accounts, personal lines of credit, overdrafts, or any other consumer account. Offers, agreements, commitments, or contracts to extend credit primarily for aquaculture, agricultural, or farming purposes are specifically exempted from the provisions of this section. (1989, c. 678.)