

Uganda

## Contract Act

### Chapter 73

Legislation as at 31 December 2000

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## Contract Act

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# Uganda

## Contract Act

### Chapter 73

Commenced on 1 January 1963

*[This is the version of this document at 31 December 2000.]*

*[Note: The version of the Act as at 31 December 2000 was revised and consolidated by the Law Reform Commission of Uganda. All subsequent amendments have been researched and applied by Laws.Africa for ULII.]*

*[Repealed by [Contracts Act, 2010 \(Act 7 of 2010\)](#) on 15 September 2011]*

**An Act to repeal the application of the Indian Contract Act, 1872, and to make provision consequent thereon.**

#### **1. Application of Indian Contract Act, 1872, repealed**

The Indian Contract Act, 1872, shall cease to extend or apply to Uganda; except that that Act shall continue to apply to any agreement made or contract entered into before the commencement of this Act.

#### **2. English law of contract to apply in Uganda**

(1) Except as may be provided by any written law for the time being in force and subject to the exception to [section 1](#), the common law of England relating to contracts, as modified by—

- (a) the doctrines of equity;
- (b) the public general statutes in force in England on the 11th August, 1902; and
- (c) the Acts of the Parliament of the United Kingdom mentioned in the Schedule to this Act (to the extent and subject to the modifications specified in that Schedule),

shall extend and apply to Uganda.

(2) A reference in any law applied to Uganda by subsection (1) to an infant or a minor shall be construed as a reference to a person who has not attained the age of eighteen years.

#### **3. No suit maintainable on certain guarantees or representations unless they are in writing and signed by the party chargeable**

- (1) No suit shall be brought whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person unless the agreement upon which the suit is brought, or some memorandum or note of the agreement, is in writing and signed by the party to be charged with it or some other person lawfully authorised by him or her to sign it.
- (2) No suit 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 that other person may obtain credit, money or goods, unless the representation or assurance is made in writing, signed by the party to be charged with it.

**Schedule (Section 2)****Applicability of certain Acts of Parliament of the United Kingdom**

<b>Act</b>	<b>Extent of application and modification</b>
The Law Reform (Married Women and Tortfeasors) Act, 1935, 25 & 26 Geo. 5, c. 30.	Section 1(b) and (c) insofar as they relate to contract, debt or obligation (not being a debt or obligation arising out of the commission of a tort).
The Law Reform (Frustrated Contracts) Act, 1943, 6 & 7 Geo. 6, c. 40.	The whole Act: except that the reference in section 2(5)(c) to section 7 of the Sale of Goods Act, 1893, shall be construed as a reference to section 8 of the Sale of Goods Act.
The Disposal of Uncollected Goods Act, 1952, 15 & 16 Geo. 6 & 1 Eliz. 2, c. 43.	The whole Act: except that the reference in section 2(5) to section 26 of the Interpretation Act, 1889, shall be construed as a reference to section 35 of the Interpretation Act.