

Almira Johnson colored

Archie S Price

{ Petition for a habeas corpus filed 9th June
1866 - Writ of Habeas corpus issued returnable
25th June 1866 - Answer filed -

It is agreed by the Counsel in this cause upon a hearing of the facts testified to by the witnesses, that the contract made between Mr. Archie S Price and the mother of this colored boy, now about 8 or 9 years of age, was that Mr. Price was to have this boy's services for the space of three years from the date of the contract the 15th March 1866 for his medical, &c. &c. This contract it seems was never reduced to writing, and it is claimed was void by reason of its being within 4th section of the Statute of 29th Charles 2 chapter 3 section 4th. which says "That no action shall be brought 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 in some memorandum or note thereof shall be writing signed by the party to be charged therewith, or some other person in thenceforth by him lawfully authorized."

This clause of the statute is still in force ^{in this state} and it has been repeatedly recognized by our Courts as a settled principle in this determination of the validity of contracts not to be performed or dependent upon a contingency that may happen within the year. It is very clearly laid down in the 2nd volume of Parsons on Contracts page 529 as applicable to contracts of this kind and as wholly void, if by parol. The same doctrine is maintained by our Court of appeals in Execution of Will in Peterson 4th May land 406.

The contract in the present instance was intended by the parties to be one by which the boy was to be held as a bond or indentured