

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

CvA. NO. 191 OF 2000 9

I also agree.

***I. Archie,
Justice of Appeal***

Delivered by M. Warner J.A

contract, or his agent, or by part payment or part satisfaction on account of any principal or interest being due thereon, it shall and may be lawful for the person entitled to such action to bring his action for the money remaining unpaid and so acknowledged to be due, within four years after such acknowledgement, or part payment, or

been corrected and we can do without the services of him.

As the Treasurer of the Organisation I am recommending that we dismiss Mr. Bhawanee,t ET 4259 -0.

In the court of first instance, before Camacho K.C. Ag. J., it was conceded by all parties that the position of debtor and creditor in England on a simple contract, as which appeared from Lord Diplock's judgment in White & Carter (Councils) Ltd v McGregor [1962] AC 413, merely recited the common law as

Government of Sri Lanka [1977] 2 All ER 481

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However, in Smart v Brimicom (See before), it was held that an acknowledgement did not revive the debt unless it contained within itself an express or implied promise to pay.

plaintiff, *'I cannot pay the debt at present, but I will pay it as soon as I can,'*
the plaintiff could not recover.

11. Then came the Statute of Frauds Amendment Act, commonly called Lord Tenterden's Act of 1828, and the Mercantile Amendment Act of 1856 which

13. In England in civil cases, the Court of Appeal is bound to follow its own decisions and those of co-ordinate jurisdiction. There are three exceptions to this rule: first, the court is bound to decide which of two conflicting decisions of its own it will follow; secondly, it j -273 -27.7refuse to follow a decision of its own which although not expressly over-ruled, cannot in its opinion stand with a