

Act Number	Session	Bill Number	Total Number of Committee Pages	Total Number of House Pages	Total Number of Senate Pages
PA 71-18		214	1	2	2
				<u>House Pages:</u> <ul style="list-style-type: none"> • 832-833 	<u>Senate Pages:</u> <ul style="list-style-type: none"> • 494-495
			<u>Committee Pages:</u>		

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**CONNECTICUT
GENERAL ASSEMBLY
HOUSE**

**PROCEEDINGS
1971**

**VOL. 14
PART 2
449-973**

Tuesday, March 23, 1971

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with our rules, this item will be removed from the Consent Calendar and placed on the regular calendar and retained for consideration tomorrow. Are there further items. ad

MR. SARASIN:

Mr. Speaker, may I read the list of bills to be passed on today's Consent Calendar.

Calendar No. 128 - House Bill No. 5159 - An Act Concerning Municipal Appropriations for Military Organizations, Public Health Nursing Organizations and Hospitals, File No. 107.

Calendar No. 130, House Bill No. 5472 - An Act Concerning Voting on the Consolidation of Governments, File No. 108.

Calendar No. 131, House Bill No. 5852 - An Act Concerning Tax Collectors' Fees, File No. 106.

And on Page 2 -

Calendar No. 135, House Bill No. 6769 - An Act Concerning Annual Reports of Labor Organizations, File No. 121.

Calendar No. 138, Substitute for Senate Bill No. 0214 - An Act Concerning Contracts Under Seal, File No. 54.

Calendar No. 139, Substitute for Senate Bill No. 0343 - An Act Concerning Licensing and Supervision of Commission Sales Stables, File No. 49.

Calendar No. 176, House Joint Resolution No. 145 - I'm sorry, those are the items on the Consent Calendar, Mr. Speaker.

MR. SPEAKER:

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Are there objections? If not, the question is on acceptance of the Joint Committee's favorable reports and passage of the bills. All those in favor indicate by saying "Aye". Those opposed. The bills are passed.

MR. SARASIN:

Mr. Speaker.

MR. SPEAKER:

Representative Sarasin.

MR. SARASIN:

Mr. Speaker, in accordance with Rule 48, may I place the following items on the Consent Calendar. On the bottom of Page 4, Calendar No. 152, House Bill No. 7330 - An Act Concerning Distribution of Unsolicited Credit Cards, File No. 127.

On Page 5, Calendar No. 156, Substitute for Senate Bill No. 0346 - An Act Concerning Testing of Animals in Drawing Contests, File No. 55.

Also on Page 5, Calendar No. 159, Substitute for Senate Bill No. 0345 - An Act Concerning Control of Communicable Diseases in Domestic Animals, file no. 74.

MR. SPEAKER:

Is there objection to any of these items being placed on the Consent Calendar. Hearing no objections, so ordered. The Clerk will continue with Calendar business.

Representative Prete for the purpose of taking up the resolutions on the Consent Calendar.

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**CONNECTICUT
GENERAL ASSEMBLY**

SENATE

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THE CHAIR:

If there is no objection it is so ordered.

THE CLERK:

Turn to page 1 of your Calendar please. The second item from the top. Calendar No. 34, File No. 54 Favorable Report Joint Standing Committee on Judiciary, Substitute S.B. 214 An Act Concerning Contracts Under Seal.

THE CHAIR:

Senator Caldwell.

SENATOR CALDWELL:

Mr. President, I move the acceptance of the Committee's Favorable Report and passage of the bill.

THE CHAIR:

The question is on acceptance of the Committee's Favorable Report and Passage of the bill. Will you remark?

SENATOR CALDWELL:

It is my understanding that this bill removes contracts under seal with respect to the statute of limitations. It use to be 17 years and now makes it 6 years as with all other contracts. I move adoption of the bill.

THE CHAIR:

Will you remark further? Senator Lieberman.

SENATOR LIEBERMAN:

Mr. President. I am proud to say that this is my first moment in the sun. This was a bill that I introduced in response to a constituents complaint about the hold-over of contracts under seal. The Statute of Limitations exists from Law School to bar stale claims. Which people have no clear

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recollection of. As you know the statute on ordinary contracts is 6 years. While on contracts under seal, the period is 17 years. I gather there are certain companies that by the mere addition of the words witness my hand and seal in a contract, therefore under existing law are able to have a 17 year Statute of limitations apply to that contract. And that seems unfair that the consumer should be persuable for that long after he has thrown away the pertinent records. And probably has forgotten the transaction has happened, to at least one person. And I think probably a six year statute of limitation, a uniform statute of limitations and contract is in order. So that I move the acceptance of the bill.

THE CHAIR:

Will you remark further? If not all those in favor of passage of the bill signify by saying aye. AYE. Opposed nay. The ayes have it. The bill is passed.

THE CLERK:

The third item on the page, Calendar No. 35, File No. 49 Favorable Report Joint Standing Committee on the Environment, Substitute S.B. 343, An Act Concerning Licensing and Supervision of Commission Sales Stables.

THE CHAIR:

Senator Pac.

SENATOR PAC:

Mr. President, I move acceptance of the Joint Committee's Favorable Report and Passage of the bill.

THE CHAIR:

Will you remark?

**JOINT
STANDING
COMMITTEE
HEARINGS**

JUDICIARY

**PART 2
393-688**

1971

State supporting Bill No. 214
General Law Comm. (February 25, 1971)

LENGTHY STATUTE ON CONTRACTS UNDER SEAL

At common law, a contract under seal was a solemn, delivered, important agreement, different from the ordinary everyday contract. Its significance was such that it was not lightly entered into and not soon forgotten.

A statute of limitations exists to bar stale claims about which people have no clear recollection. The statute on ordinary contracts is six years; on contracts under seal, under §52-573, the period is seventeen years.

This bill was submitted because it is possible to make a contract under seal merely by adding the words "witness my hand and seal" above the signature line of a contract. Most finance companies and many retail installment sellers add this language. The consumer if unaware of the significance of this language, and does not consider such contracts to be anything out of the ordinary.

Yet the consumer can be pursued for seventeen years, long after he's thrown away the pertinent records and has forgotten the transaction. The recent Appellate Division case MAC Loan Plan vs. Schabel, points up this difficulty, which requires legislative solution.

This bill would eliminate the lengthy statute of limitations.

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