

46. The following text has to do with whether or not a contract must be in writing before the courts will enforce it. Before you read the text try to think of at least two types of contract that, in your opinion, must be in writing.

1 There is no basic requirement that contracts be in writing signed by all the  
parties. There is, however, a long history of statutory requirements that  
3 *certain contracts* be proved by a signed **writing** or some other special form  
of evidence. The history is reflected in the term "Statute of Frauds" in  
5 deference to the 1677 English statute which singled out certain contracts  
as requiring writing or special forms of proof. However, even if a particular  
7 contract requires a writing, this does not mean that both parties must sign  
it or that the signing occur at the time of contracting. The Statute of Frauds  
9 is only concerned with the proof of the contract.

The English **Statute of Frauds**<sup>6</sup> addressed five types of contracts which  
11 were commonly subject to perjured testimony. These were (1) promises to  
answer for the debt of another (*guaranty contracts*); (2) agreements  
13 involving real property; (3) agreements that could not be performed within  
a year; (4) marriage settlement contracts; and (5) special promises to be  
15 personally responsible for the debts of an estate (decedent). A sixth type of  
contract requiring a writing, also identified under an English statute, deals  
17 with the sale of goods, that is, personal property. These statutes were  
enacted, in substance, in the United States.

D.A. Wiesner, N.A. Glaskowsky, *Business Law*

45. The following text is an excerpt from the Uniform Commercial Code of the United States. Read it carefully so that you can answer the questions which follow.

1 §2 — 725. Statute of Limitations in Contracts for Sale

(1) An action for breach of any contract for sale must be commenced  
3 within four years after the cause of action has accrued. By the original  
agreement, the parties may reduce the period of limitation to not less than  
5 one year but may not extend it.

(2) A cause of action accrues when the breach occurs, regardless of the  
7 aggrieved party's lack of knowledge of the breach. A breach of warranty  
occurs when tender of delivery is made, except that where a warranty  
9 explicitly extends to future performance of the goods and discovery of the  
breach must await the time of such performance the cause of action accrues  
11 when the breach is or should have been discovered.

(3) Where an action commenced within the time limited by subsection (1)  
13 is so terminated as to leave available a remedy by another action for the  
same breach, such other action may be commenced after the expiration of  
15 the time limited and within six months after the termination of the first  
action unless termination of the first action resulted from a voluntary  
17 discontinuance or from dismissal or failure or neglect to prosecute.

(4) This section does not alter the law on tolling of the statute of  
19 limitations nor does it apply to causes of action which have accrued before  
this act becomes effective.