This chapter examines two contract types: (a) particular categories of contract which must be in writing as a result of legislation; (b) certain types of contract which are not enforceable unless evidenced in writing. Section 4 of the Statute of Frauds 1677 provides that contracts of guarantee are unenforceable if not evidenced in writing. This situation typically arises where A is, or may become, under a liability (in contract or in tort) to B. C then promises B (for consideration) that, if A does not discharge his liability, C will do so. C’s promise to B is not enforceable unless evidenced in writing. Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 provides that contracts for the sale, or other disposition, of an interest in land must be made in writing. If such a ‘contract’ is not made in writing then it is void (and not merely unenforceable).
9. Contracts requiring writing

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