

Understanding Legal Concepts: Statute of Frauds and Parol Evidence



Write short responses to the questions and cases below. Please use full sentences and answer the questions completely.

1. Should all important contracts be in writing?
2. Which contracts must be in writing?
3. May the terms of a written contract be changed by oral evidence?
4. Is an oral promise to pay the debts of someone else enforceable?
5. Generally, must all agreements for the sale of real property be in writing?
6. Must a contract to sell personal property valued at \$200 be in writing?
7. May a contract that cannot be completed in less than two years be oral?
8. Must a contract for the sale of an \$800 desk be evidenced in writing?
9. Do handwritten terms prevail over preprinted terms when there are contradicting terms in a contract?

BRIEF CASES

10. Carson Salle hired Cori Vette to take over the job of drawing up an advertising campaign for his chain of 57 automobile dealerships. When they made the agreement, Carson insisted that, as part of the ad campaign, Cori would be required to spend one week at each car dealership. Cori demanded a written agreement before she would agree to Carson's terms. Is Cori correct in making such a demand? Explain your answer.

11. Joey Dropout rented a two bedroom apartment near the college he attended. Since he didn't have a credit history, his roommate, Ema Sosorry, agreed to pay Joey's half of the rent if Joey didn't pay. Joey dropped out of school and skipped town without paying. Will Ema have to pay the bill if she is sued? Explain your answer.

12. Before purchasing a new GPS unit for his car, Witt Chwaynow asked the salesperson about the guarantee. The salesperson said, "This set has a 90-day guarantee, but if anything goes wrong with it within a year just bring it back. We'll fix it free or give you a new unit." Witt signed a sales slip containing a large amount of small print which he did not read. Among other things, the small print read: "This writing contains the entire agreement between the parties." The store refused to fix or replace the GPS unit when it broke down six months later. Can Witt hold the store responsible for the salesperson's promise of a one-year guarantee? Explain your answer.