THE WRITING REQUIREMENT AND ELECTRONIC RECORDS

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STATUTS

FEDERATION INTERNATIONALE DES ECHECS.

- Art. 1. 1. La F.I.E., fondée le 20 juillet 1924 à Paris, a pour but le développement de l'art des Echecs, comme jeu universel, de propager l'idée d'entente entre les unités échiquéennes et de favoriser toute manifestation internationale relative au jeu.
- 1. 2. Elle se propose de régler le championnat de la F.I.E. et les championnats par équipe et personnel de la F.I.E.

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- 1. La F.I.E. n'est essentiellement constituée qu'au point de vue des rapports de caractère international.
- Elle n'entend aucunement porter atteinte à la liberté d'organisation intérieure et de manifestation internatonale des unités qui la composent.
- 2. 3. La F.I.E. est basée sur le principe de l'égalité parfaite de ses membres.
- 4. Elle observe une neutralité absolue en matière de politique nationale et internationale.
- 3. 1. Pourra adhérer à la F.I.E.: Toute unité, quel que soit son nom, tendant à régir le jeu d'Echecs sur un ou sur plusieurs territoires souverains, exception faite pour le cas ou une unité, régissant un territoire dont le territoire du candidat fait partie, aura déjà affiliée, ou vient de demander son affiliation.
- 2. Les états faisant partie d'un Etat Fédératif ou d'une Fédération d'Etats, ainsi que les domaines coloniaux, sont considérés comme des territoires souverains.
- Toute unité adhérente contribuera aux frais de la F.I.E., moyennant une finance d'entrée fixe et une cotisation annuelle, relative à sa situation financière.
- 1. Le Comité Général et permanent de la F.I.E. est composé des représentants des unités affiliées.
- 2. Les membres du Comité Général ont le droit d'initiative auprès du Comité Central et auprès de l'Assemblée Générale.

STATUTE OF FRAUD

• The **Statute of Frauds**: In 1677 in England they passed an Act of the Parliament. It required that certain types of contracts, wills, and grants, assignment or surrender of leases or interest in real property must be in writing and signed to avoid fraud on the court by perjury and subornation of perjury. It also required that documents of the courts be signed and dated.

STATUTE OF FRAUDS

- Every state has a statute that stipulates what type of contract must be in writing.
- A statute requiring that certain types of contracts, including the following, be evidenced by a signed writing (or its electronic equivalent) in order to be enforceable:
 - 1. Contracts involving interests in land
 - 2. Contracts that can't by their terms be performed within one year from the day after the date of the formation of the contract.
 - **3.** Collateral, or secondary, contracts.
 - 4. Promises made in consideration of marriage.
 - 5. Under the Uniform Commercial Code, contracts for the sale of goods prices at \$500 or more.

EXCEPTIONS TO WRITTEN REQUIREMENT

- Partial Performance
- Admissions
- Promissory Estoppel
- Special Exceptions under UCC

CONTRACTS INVOLVING INTERESTS IN LAND

A contract calling for the sale of land is not enforceable unless it is in writing or evidenced by a writing memorandum.

- Includes all physical objects that are permanently attached to the soil, such as buildings, fences, trees, and the soil.
- All the contracts for the transfer of other interests in land, such as mortgage agreements and leases.
- Land sale contract can be enforceable under that Statute of Frauds
 - The contract must describe the property being transferred.

THE ONE-YEAR RULE:

- Contracts that **CANNOT**, by their own terms, be performed within one year from the day after the contract is formed must be in writing to be enforceable.
- In this contract one-year period it begins to run the day after the contract is made.
 - It was be in writing to be enforceable, because it cannot be performed within one year.
 - It does not have to be in writing to be enforceable, because it can be performed within one year.



FORM OF WRITING:

- A written contract, signed by both parties, satisfies the requirements of the statute of frauds. What else will suffice?
- A writing signed by the party against whom enforcement is sought;
- An agreement may be signed anywhere on the agreement; moreover, initials, letterhead, a rubber stamp, or
 even a fax banner may satisfy the signature requirement as long as the person intended to authenticate the
 writing by affixing their initials, etc.
- A confirmation, invoice, sales slip, check, or fax, or any combination thereof; or
- Several documents which, in combination, provide the terms for an agreement.

SUFFICIENCY OF THE WRITING



- A writing contract will satisfy the writing requirement as will a written memorandum or an electronic record evidences the agreements and s signed by the party against whom enforcement is sought.
- The signature need not be placed at the end of the document but can be anywhere in the document in writing.
- A signature can consist of a typed of name or even just initials than the full name



NEED TO CONTAIN IN THE WRITING CONTRACT:

- The writing need only contain the essential terms:
 - (1) the parties' names,
 - (2) the contract's subject matter,
 - (3) the amount of property to be sold or leased or services to be rendered, and
 - (4) the consideration given or promised to the party against whom enforcement is sought.
- Whether price is an "essential" term depends on the type of contract in question.