

The statute of frauds was enacted by the English Parliament in 1677 and has since been the law in both England and in the United States in varying forms. It requires that certain types of contracts be in writing. The principal characteristic of various state laws modeled after the original statute is the provision that no suit or action shall be maintained on a contract unless there is a note or memorandum of its subject matter, terms and conditions, and the identity of the parties, signed by the party to be charged or obligated under it or an authorized agent. The purpose of the statute is to prevent the proof of a nonexistent agreement through fraud or perjury in actions for breach of an alleged contract.