

be in writing. A verbal lease for a term of three years may be made, but a verbal agreement for a lease cannot be enforced.

The last case provided for is that of an agreement that is not to be performed within the space of one year from the making thereof. For example, if you engage a servant at a future time, you cannot enforce or have an action for the breach of contract unless it be in writing, as the agreement was not to be performed within the space of a year. Another common example of a contract not to be performed within a year, is, where works are published in numbers and delivered when published, where the publication extends beyond a year. For example, an agent takes your order without your signature to deliver Shakespeare's works in monthly editions, and at that rate of publication it would take two years to complete the volume, you get and pay for a few numbers and then refuse to continue your subscription and complete the set. An action cannot be maintained against you for non-fulfilment of the contract as there was no written contract signed by you. This clause, however, does not apply to contracts which may be performed within a year.

Another important section of the Statute of Frauds is the seventeenth, which provides that no contract for the sale of any goods, wares or merchandise, for the price of £10 or upwards, shall be good except the buyer shall accept part of the goods so sold and actually receive the same, or give something in *earnest* to bind the bargain, or in part payment; or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such

contract, or their agents thereunto lawfully authorized.

The first great difference which you will observe between this section and the fourth section of the same act, is that the fourth section renders a writing necessary in all cases which fall within its terms; whereas the seventeenth mentions three circumstances any one of which it directs shall be as effectual as a writing, namely: acceptance of any part of the goods, payment of part of the price, and giving something by way of *earnest* to bind the bargain, any one of which shall perfect the sale as a writing would. When none of these takes place a writing becomes necessary, and if there be none the bargain is void and there is no sale. The fourth section does not avoid contracts not signed in the manner described, it only precludes the right of action. The seventeenth is stronger and avoids contracts not made in the manner prescribed.

Another case in which the Legislature has required that a particular contract shall be in writing is that of an infant. There are many contracts which when entered into by an infant (that is a person under 21 years old) are invalid, but which are capable of being ratified by the infant when he arrives at the full age of 21 years. This ratification at Common law might have been verbal, but by 9, Geo. IV., Cap. 14, S. 5 it is enacted that "no action shall be maintained whereby to charge any person upon any promise made after full age, to pay any debt contracted during infancy, or upon any ratification after full age, of any promise or simple contract during infancy, unless such promise or ratification be in writing signed by the party to be charged therewith.