Sometimes You Get Away with Unwritten Contracts

One area where the distinction between written versus unwritten agreements makes a difference is in the calculation of the statute of limitations, points out **Christopher G. Hill** in his **Construction Law Musings** blog.

Virginia's 5- year statute of limitations for written contracts – compared to the 3-year statute unwritten contracts – came into play in *M&C Hauling & Constr. Inc. v. Wilbur Hale* in the Fairfax, Virginia Circuit Court.

M&C provided hauling services to the defendant through a subcontract with Hauling Unlimited. No separate written contract between M&C and Hauling Unlimited or Hale existed. Hauling Unlimited filed a plea in bar to have the matter dismissed as being brought beyond the 3-year statute and argued that no signed or other written contract existed.

"The Court determined that Hauling Unlimited and Mr. Hale assented to M&C's terms and did not insist on a signature to make their contract a written one," writes Hill.

Read the article.