241.02 Agreements, what must be written. (1) In the following case every agreement shall be void unless such agreement or some note or memorandum thereof, expressing the consideration, be in writing and subscribed by the party charged therewith:

(a) Every agreement that by its terms is not to be performed within one year from the making thereof.

(b) Every special promise to answer for the debt, default or miscarriage of another person.

(c) Every agreement, promise or undertaking made upon consideration of marriage, except mutual promises to marry.

(2) Subsection (1) does not apply to a marital property agreement complying with ch. 766.

(3) (a) In this subsection:

1. “Affiliate,” with respect to a bank, savings bank, savings and loan association, credit union, or farm credit institution, means a business entity that controls, is controlled by, or is under common control with the bank, savings bank, savings and loan association, credit union, or farm credit institution.

2. “Financial institution” means a bank, savings bank, savings and loan association, or credit union organized under the laws of this state, another state, or the United States or a farm credit institution organized under the laws of the United States.

(b) No action may be brought against a financial institution or its affiliate on or in connection with any of the following offers, promises, agreements, or commitments of the financial institution or its affiliate unless the offer, promise, agreement, or commitment is in writing, sets forth relevant terms and conditions, and is signed with an authorized signature by the financial institution or its affiliate and delivered to the party seeking to enforce the offer, promise, agreement, or commitment:

1. An offer, promise, agreement, or commitment to lend money, grant or extend credit, or make any other financial accommodation.

2. An offer, promise, agreement, or commitment to renew, extend, modify, or permit a delay in repayment or performance of a loan, extension of credit, or other financial accommodation.

(c) An offer, promise, agreement, or commitment by a financial institution or its affiliate described in par. (b) may not be enforced under the doctrine of promissory estoppel.

(d) This subsection does not apply to credit transactions that are subject to chs. 421 to 427.

(e) This subsection does not apply to any offer, promise, agreement, or commitment by a financial institution or its affiliate described in par. (b) if the offer, promise, agreement, or commitment complies with ch. 421.

(f) This subsection does not prohibit any action or claim under s. 100.18 or for fraudulent misrepresentation under common law.

History: 1983 a. 186; 2015 a. 120.

A stock-purchase plan is not subject to this section. Younger v. Rosenow Paper & Supply Co., 31 Wis. 2d 619, 188 N.W.2d 507 (1971).

Although a contract was unenforceable due to the statute of frauds, a party providing services could recover upon quantum meruit. Thuerkauf v. Sutton, 102 Wis. 2d 176, 306 N.W.2d 651 (1981).

The plaintiff law firm was barred by sub. (1) (b) from enforcing the defendant’s oral promise to pay a friend’s legal fees. Cook v. Franke, S. C. v. Meilman, 136 Wis. 2d 434, 402 N.W.2d 361 (Ct. App. 1987).
without this state; provided, the assignee or mortgagee shall take
possession of such ship, vessels, or goods as soon as may be after
the arrival thereof within this state.

History: 1991 a. 316; 2015 a. 196 ss. 101 to 103.

241.09 Assignment of wages. No assignment of the salary
or wages of any married person is valid for any purpose unless the
assignment is in writing signed by the person’s spouse, if the
spouse at the time is a member of the family, and unless the
spouse’s signature is witnessed by 2 disinterested witnesses. No
assignment of the salary or wages of any person is valid as to any
such salary or wages accruing more than 6 months after the date
of the making of the assignment, except that any assignment of
wages made in connection with a proceeding under s. 128.21 shall
run concurrently with the period during which the amortization
proceedings are in effect and shall become void upon the dismissal
of the proceedings. Nothing in this section shall apply to assign-
ments made under s. 422.404.

History: 1971 c. 228 s. 44; 1971 c. 239, 307; 1973 c. 255; 1975 c. 12, 199; 1975
ch. 767.

241.25 Transfer of bank book to be in writing. No gift,
sale, assignment or transfer of any saving fund bank book bearing
evidence of bank deposits or of any interest in the deposits repre-
sented thereby, shall be valid unless the same shall be in writing
and the same or a copy thereof delivered to the bank issuing such
bank deposit book.

241.27 Contracts requiring warning. Every proposed
contract for the benefit of any person, firm or corporation furnish-
ing or supplying in any wise whatever, goods, wares or merchan-
dise to hawkers or peddlers and which by its terms upon execution
thereof would bind any person to answer for the debt, default or
miscarriage of any such hawker or peddler, in lawfully or unlaw-
fully disposing of such goods, wares or merchandise or the pro-
ces thereof, or which would bind any person to guarantee or
answer for any debt or liability incurred by such hawker or peddler
in acquiring any title to or interest in the goods, wares or merchan-
dise to be disposed of by such hawker or peddler or in acquiring
any title to or interest in any equipment intended to be used in con-
ducting the business of such hawker or peddler, shall have plainly
printed upon it, in red ink, in type not smaller than 10 point bold-
face type, at the time of its execution and directly above the place
for the signature of the person who would, by signing such con-
tract, become obligated to so answer for the debt, default or mis-
carriage of any such peddler or hawker, the following statement:
“Warning — this may obligate you to pay money”. Every such
contract not containing such statement shall be unlawful and in
any action brought upon any such contract in any court of this
state, such contract shall be construed in accordance with the laws
of this state. The provisions of this section, however, shall not
apply to any such contract where the same contains a provision
expressly limiting the amount of the liability of each person obli-
gated to answer for the debt, default or miscarriage of any such
peddler or hawker.

241.28 Unsolicited goods. If unsolicited goods or mer-
chandise of any kind are either addressed to or intended for the
recipient, the goods or merchandise shall, unless otherwise
agreed, be deemed a gift to the recipient who may use them or dis-
pose of them in any manner without any obligation to the sender.