

Michigan

Written Contract—six years, § 600.5807(8)

Oral—six years, § 600.5807(8)

Sale of goods—four years, § 440.2725

Cases Interpreting Statutes of Limitations

Michigan courts will enforce a choice of law provision unless “(1) the chosen state has no substantial relationship to the parties or the transaction, or (2) there is no reasonable basis for choosing that state's law.” *Martino v. Cottman Transmission Sys.*, 218 Mich. App. 54, 60 (Mich. Ct. App. 1996). Even when the credit agreement identifies the law of a foreign jurisdiction as applicable, Michigan courts can and have declined to enforce the choice of law provision. *Hudson v. Mathers*, 283 Mich. App. 91, 97 (Mich. Ct. App. 2009).

Account stated and breach of contract claims are subject to the six-year limitations period of M.C.L. § 600.5807(8). *Fisher Sand & Gravel Co. v. Neal A. Sweebe, Inc.*, 494 Mich. 543, 561-62, 837 N.W.2d 244, 255 (2013).

Borrowing Statute

§ 600.5861

Cases Interpreting the Borrowing Statute

To be provided.

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Last updated May 19, 2016