

Connecticut

Written Contracts—six years, § 52-576(a)

Action for an Account of any “simple or implied contract”—six years, § 52-576(a)

Oral Contracts—three years, § 52-581

Sale of goods—four years, § 42a-2-725

Cases Interpreting Statute of Limitations

Borrowing Statute

None

Choice of Law

Under Connecticut law, choice of law clauses will only import the chosen state’s substantive law and not procedural law. A statute of limitations is procedural law and will not be imported, unless “the limitation is so interwoven with . . . the cause of action as to become one of the congeries of elements necessary to establish the right that limitation goes with the cause of action wherever brought.” A defaulted credit card account and an action on an “account stated” are predicated on common law claims and not created by statute. Therefore, regardless of a choice of law provision identifying Delaware law, the court will apply Connecticut’s limitations period. *Midland Funding, LLC v. Wiczorkowski*, 2015 Conn. Super. LEXIS 1091 (Conn. Super. Ct. May 13, 2015) quoting *Champagne v. Raybestos-Manhattan, Inc.*, 212 Conn. 509, 525, 562 A.2d 1100 (1989).