

**6 GCA EVIDENCE**  
**DIV. 2 PRINCIPLES OF EVIDENCE**  
**CH. 6 INDISPENSABLE EVIDENCE**

**CHAPTER 6**  
**INDISPENSABLE EVIDENCE**

**NOTE:** CCP § 1968 was repealed by P.L. 13-187, to conform with the Criminal and Correctional Code.

CCP § 1969 is deleted as it refers to wills and the requirement that they be written. The Probate Code contains all necessary law with reference to wills. Similarly, CCP § 1970, is deleted because the Probate Code contains all that is necessary for revoking wills.

§ 6101. Transfer of Real Property to be in Writing.

§ 6102. Previous Section Not to Extend to Certain Cases.

§ 6103. When Agreements Must be in Writing.

§ 6104. Representation of Credit by Writing.

**§ 6101. Transfer of Real Property to be in Writing.**

No estate or interest in real property, other than for leases for a term not exceeding one (1) year, nor any trust or power over or concerning it, or in any manner relating thereto, can be created, granted, assigned, surrendered or declared, otherwise than by operation of law, or a conveyance or other instrument in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by his lawful agent thereunto authorized by writing.

**SOURCE:** CCP § 1971.

**COURT DECISIONS:** See *Cruz Flores v Duenas*, (1963), 318 F.2d 87.

**§ 6102. Previous Section Not to Extend to Certain Cases.**

The preceding section must not be construed to affect the power of a testator in the disposition of his real property by a last will and testament, nor to prevent any trust from arising or being extinguished by implication or operation of law, nor to abridge the power of any court to compel the specific performance of an agreement in case of part performance thereof.

**SOURCE:** CCP § 1972.

**COURT DECISIONS:** See *Atoigue Gogo v Cruz, Ada*, (1955) 128 F. Supp. 92.

**§ 6103. When Agreements Must be in Writing.**

In the following the agreement is invalid, unless the same or some note or memorandum thereof be in writing, and subscribed by the party charged,

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or by his agent. Evidence, therefore, of the agreement, cannot be received without the writing or secondary evidence of its contents:

1. An agreement that by its terms is not to be performed within a year of the making thereof;
2. A special promise to answer for the debt, default or miscarriage of another, except in the cases provided for in 18 GCA § 31202;
3. An agreement made upon consideration of marriage other than a mutual promise to marry;
4. An agreement for the leasing for a longer period than one (1) year, or for the sale of real property, or of an interest therein; and such agreement, if made by an agent of the party sought to be charged, is invalid, unless the authority of the agent is in writing, subscribed by the party sought to be charged;
5. An agreement authorizing or employing an agent or broker to purchase or sell real estate for compensation or a commission;
6. An agreement which by its terms is not to be performed during the lifetime of the promisor, or an agreement to devise or bequeath any property, or to make any provision for any person by will;
7. An agreement, promise, contract or warranty of cure relating to medical treatment or the results of a service to be rendered by a person licensed by the territory of Guam to practice a *healing art*.

**SOURCE:** CCP § 1973. Item 7 added by P.L. 13-116, Section 7.

**COURT DECISIONS:** For interpretation of Item 1, see Jones and *Guerrero Co. v. Smith*, (1961) 292 F.2d 815.

**NOTE:** CCP § 1973a is deleted, having been repealed by P.L. 13-150 to conform with the Uniform Commercial Code.

**§ 6104. Representation of Credit by Writing.**

No evidence is admissible to charge a person upon a representation as to the credit of a third person, unless such representation, or some memorandum thereof, be in writing, and subscribed by or in the handwriting of the party to be charged.

**SOURCE:** CCP § 1974.

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