

rebutted, so how do you establish the terms of an oral agreement?

SENATOR ASHFORD: Through the testimony of one of the parties to the oral agreement. I wish I could amplify my answer.

SENATOR CHAMBERS: Okay, that's...you'll have time when you close. My time is limited. Senator Ashford, in order for there to be a necessity to establish an agreement and the terms of it, there would have to be a dispute, wouldn't there?

SENATOR ASHFORD: That's correct.

SENATOR CHAMBERS: So if we can envision as a Legislature that disputes may arise...

SENATOR ASHFORD: Not necessarily a legal dispute but there would have to be some dispute.

SENATOR CHAMBERS: Right, a disagreement as to the meanings of a term, whether there was even an agreement, whether I'm bound by what you say I am and so forth.

SENATOR ASHFORD: Right.

SENATOR CHAMBERS: If we as a Legislature can envision that such differences of opinion may arise, why is it not prudent to require these agreements to be in writing, and don't take all of my time?

SENATOR ASHFORD: Okay, the problem is, if you'll look at Regney, Inc. v. Shasta Beverages, which is a 1983 case under the old franchise act, you'll see that oral agreements are...what the law says, what the case is, is franchise agreements are not required to be in writing. So it is necessary that we include oral agreements in the statute so that they be covered by the terms of the statute.

SENATOR CHAMBERS: But, Senator Ashford, the point I'm making is that when we're legislating on the question, why should we not require them to be in writing?

SENATOR ASHFORD: You know, that's a public policy question. If you want to raise that in another amendment, fine. This amendment doesn't do that though.