

SENATOR CHAMBERS: So then an amendment that would say all agreements between the parties involved shall be in writing.

SENATOR ASHFORD: That's a public policy question that should be debated by the body but this amendment doesn't get to that point.

SENATOR CHAMBERS: But if the amendment that Senator Hall is offering goes to the amendments to the definitional section, then wherever the term agreement appears in the bill, it would be defined by the definition.

SENATOR ASHFORD: It would be but this case law would still be extant, it would still be in force and effect.

SENATOR CHAMBERS: No, Senator...

SENATOR ASHFORD: Well, I disagree with you.

SENATOR CHAMBERS: Thank you, Senator Ashford, that's why we need things in writing, so that we can resolve these things. A statute, members of the Legislature, which is constitutional overrules a case to the contrary. The Legislature legislates for the state and has plenary power to do so and is the only body of government with the exceptions noted in the Constitution, such as a gubernatorial veto...

PRESIDENT: One minute.

SENATOR CHAMBERS: ...to legislature. So if we want these agreements to be in writing, we simply put that in the definitional section and wherever that term appears in the bill it would mean that the agreement must be in writing because that's the definition and any case decided before that would have to take second place to that particular definition. But Senator Brad Ashford knows very well that the statute of frauds was designed to prevent, in cases of real estate and transactions above a certain amount, the very kinds of issues that arise when one person attempts to defraud another or through an honest mistake, will try to rewrite an agreement or maybe the two parties never had a meeting of the minds in the first place. When it's reduced to writing, what is within the four corners of that document stand and a court can read it and whatever is in there that is not ambiguous, that is not