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SENATE BILL NO. 318  
*Bank Hubbard*

INTRODUCED BY

A BILL FOR AN ACT ENTITLED: "AN ACT CLARIFYING THAT IN A CLAIMED DEFENSE OF EQUITABLE ESTOPPEL EXTRINSIC EVIDENCE OF ORAL STATEMENTS IS NOT ADMISSIBLE IN EVIDENCE TO VARY OR MODIFY THE TERMS OF A WRITTEN AGREEMENT; AND AMENDING SECTION 28-2-905, MCA."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

**Section 1.** Section 28-2-905, MCA, is amended to read:

**"28-2-905. When extrinsic evidence concerning a written agreement may be considered -- exception.** (1) Whenever the terms of an agreement have been reduced to writing by the parties, it is to be considered as containing all those terms. Therefore, there can be between the parties and their representatives or successors in interest no evidence of the terms of the agreement other than the contents of the writing except in the following cases:

- (a) when a mistake or imperfection of the writing is put in issue by the pleadings;
- (b) when the validity of the agreement is the fact in dispute.

(2) This section does not exclude other evidence of the circumstances under which the agreement was made or to which it relates, as described in 1-4-102, or other evidence to explain an extrinsic ambiguity or to establish illegality or fraud.

(3) Oral evidence of a claimed defense of equitable estoppel that is offered for the purpose of varying or modifying a written agreement is not admissible in evidence.

~~(3)~~(4) The term "agreement", for the purposes of this section, includes deeds and wills as well as contracts between parties."

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