

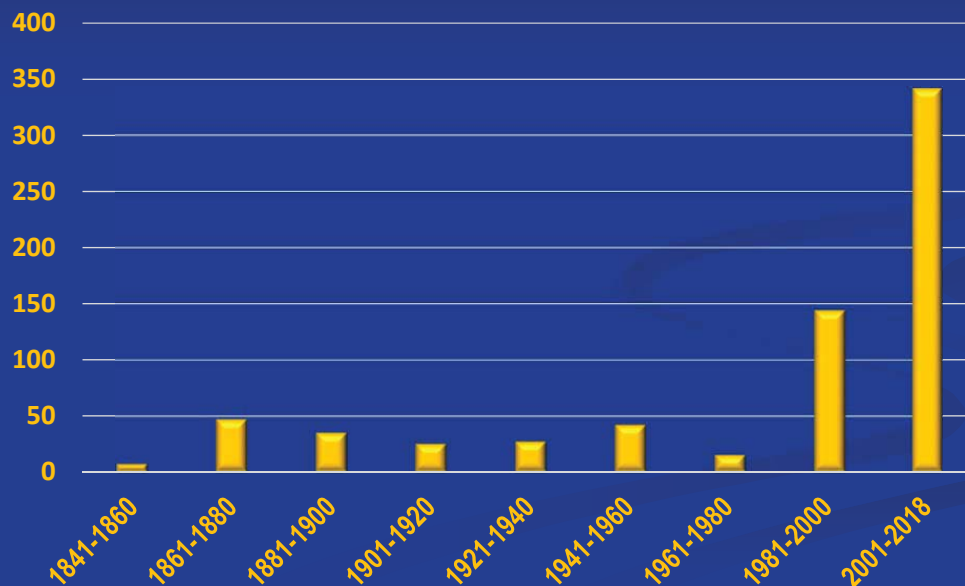


CONTRACTS THAT DON'T MEAN WHAT THEY SAY

Scott Brister ★ Hunton Andrews Kurth

“Plain Text”/“Plain Language”

Texas Supreme Court Opinions



Some laws *don't* mean what they say

“No vehicles in the park”

“Seat belt use inadmissible in civil trials”

- can't sue seat belt manufacturers?

Bridgestone/Firestone v. Glyn-Jones (Tex. 1994)

Court: legislative intent: “we must look behind the words to the true purpose”

Hecht: “sometimes words, no matter how plain, will not be construed to mean what the Legislature almost certainly could not have intended.”

Some contracts *don't* mean what they say

Especially insurance contracts:

Stumble while exiting pickup is a “motor vehicle accident” *Texas Farm Bureau v. Sturrock* (Tex. 2004)

4,000-foot fences attached to home's slab is part of “dwelling” *Nassar v. Liberty Mut. Ins.* (Tex. 2017)

Injury from gun set off by 9-year-old boy crawling thru truck window to get his coveralls is “use of an underinsured motor vehicle” *Mid-Century Ins. v. Lindsey* (Tex. 1999)

Some contracts *don't* mean what they say

More likely to occur with form contracts:

- broad impact (oil & gas, insurance)
- upsets only lawyers, not Legislature
- in non-standard contracts, other cases involving other circumstances “are not as compelling.” *RSUI Indem. v. Lynd Co.* (Tex. 2015)

When contracts *don't* mean what they say

Legal rules that may alter plain meaning:

- Implied Covenants or Terms
- Context
- Custom & Usage

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