

Now I don't have that section in front of me, but if you read the new language, it is in the event the lessee does not elect to harvest the fall seeded crop in accordance with this section, then their value is limited only to...

SENATOR R. LEWIS: This is exactly the crux of this case in the courts now, though. This is exactly it because if this lease terminates January 1 and this man has, certainly you would not expect him, not knowing whether or not he was going to be the successful bonus bidder, to not seed a summer fallowed crop. He seeds it and then they want to pay him only the cost of the seed and the fertilizer. Now those of us who summer fallow know that we have a tremendous expense in that.

SENATOR WARNER: I understand, Senator Lewis, but I believe the amendment as offered by Senator Marsh provides the former lessee the option to either harvest if that is what they wish to do after they have lost the lease, or if they choose not to harvest the fall planted crop, then their reimbursement is limited to the planting, the fertilizing and that cost. They have the option to harvest, if they wish, I believe.

SENATOR R. LEWIS: I understand. I think this option has been offered in the past. I think this is the accepted rule in these sort of things that they be given this option, but as history will I think point out to you, some case history on this, that this has not actually been followed and I am a little concerned about this particular amendment.

SENATOR WARNER: It is Senator Marsh's amendment. I think what I hear you saying, Senator Lewis, is exactly what the amendment does. It permits what is historically the case in private cases where you have a fall seeded crop, if you lose the lease, you are allowed to harvest or, if you choose not to do that, why you get reimbursed only for those costs of planting.

SENATOR R. LEWIS: Senator Warner, I agree with that but if you do not, it just isn't reasonable that if you would elect to give it up that you would....In the first place, if you have a value in that crop, you would not elect to give it up only for the cost of the fertilizer and the seed. This is my point and this was the case that is in the Supreme Court now. This was the crux of the whole problem. They could not agree upon a termination date. There was some misunderstanding about whether they had been notified in time. What is the need of this amendment? If they can elect to harvest the crop, then what is the need of the amendment?

SENATOR WARNER: My understanding, I should really ask Senator Marsh to answer, but my understanding is it was to clarify, to avoid the same kind of problem for the lawsuit. Now this amendment, of course, would not effect that lawsuit that is pending because whatever the law was at the time the case is filed would be what the decision was based upon. I should defer to Senator Marsh.

SENATOR R. LEWIS: Yes, I would ask Senator Marsh then to explain.