

dismissal of the bankruptcy. Then there was the instigation of a foreclosure. The borrower and the attorney in the process of working out the same thing did it again, took out a new annuity just prior to going into bankruptcy, this time the loss, \$50,000. Additional cases in this particular example went on for a third case. In the transcript before the Banking Committee, you will find other cases of the same nature. If you have an unlimited exemption that is available up until the day you file for bankruptcy, and if you have got some money, you can sock it away in that annuity, it cries out to the sophisticated borrower to do exactly that. You put the money over there in the exemption. You put it over there in the annuity, and you go back into your creditor, and you say, you know what? I know you want to come after me but you can't because if you do, I am going to keep the money. You are not going to get zip. It is better for you to draw down my account, it is better for you to discount my loan, it is better for you to write it off and to take a portion of it, and, in essence, it becomes a bargaining tool or a negotiating tool between a debtor and a creditor because the debtor was able to shield his funds, and I ask if that is fair. It doesn't strike me as being fair. Because it isn't fair, it seems to me we have got to put a cap or a lid on that exemption. Now the difficulty is that it is hard to write that exemption in a way that gets only the kind of situations I have been drawing out here, only these people. Hard to do. On the other hand, remember that if there are some cases that fall some place in the middle, that there are some where the equity is, you feel, a little differently, remember that we are talking about creditors who have lent money or who have sold goods in the expectation of being repaid, and we have debtors who have voluntarily made those bargains, who now want to say, I want to be released from my end of the deal. Let me out. I know I gave my bond, I know I gave my word, I know I signed the contract, but now I want out, and I want a place in the law that I can run to and stuff my assets into that will be able to survive your demand to me to pay you back when I told you I would. It seems to me that in this situation, you have two relatively innocent parties in what I described to you where somebody has a long-term relationship, but even so, even between those parties, it seems to me that you have to side with the creditor, if you have made sufficient provision to keep a sufficient amount of money to allow for a fresh start, and I think \$20,000 for a husband and wife is a fresh start. That seems to me to be a fair figure. If you total up all the rest of the exemptions, it is 35,000 bucks, for all the rest of the ways in which we give them money, and here we are allowing 20,000 bucks for annuities