

briefly explain, there's one group that testified against the bill, in opposition. I guess, could you give me just a brief synopsis of what their comments were, what the problems were that they saw? Senator Landis, I give you this.

SENATOR LANDIS: Yes. The...Loy Todd came in and opposed the measure. And what he was saying was, look, this is a great bill for everybody else except us. We'd like to be able to fashion our own law without some of these consumer rights in them. And, for that reason, basically, he was saying the briar patch is great for everybody else, but we're a little concerned that you're giving the consumers this much clarity and these many warranties as to what goes into the making of a lease. We'd just as soon make a lease that doesn't have quite as many implied warranties and the like in them. He was basically saying that it's appropriate for commercial leases, with the exception of his products, and commercial leases in general. Upon reflection, and the bill being reported out unanimously, he said that they have dropped their opposition.

SENATOR BERNARD-STEVENS: Okay. Thank you, Senator Landis.

SPEAKER BAACK PRESIDING

SPEAKER BAACK: Is there anyone else wishing to discuss the bill? Seeing no one, Senator Landis, do you wish to close?

SENATOR LANDIS: Sure. Senator Bernard-Stevens is quite right, this is...I mean, there is a lot of language here. The bill has been before the committee before. It has had more than one public hearing. It has been reported out, I believe, on one...previously, but did not advance because of time in the previous year. But the new language that is there is basically a choice of one of two or three preexisting rules. Choosing the rule that is out there in either the area of the sales of goods, or in the conditional sales of goods, or the common law with respect to leases, and then creating a body of law out of preexisting pieces. It's the creation of a single tapestry out of what has heretofore been analogous thinking by courts, searching for a rule to apply. And while the language looks to be new, it's drawn from several sources that are available to judges. But this gives a single, clear direction. And it is, I would say, clearly the wave of the future. Senator Hall tells me that the Creighton Law School now teaches this article and says, this is the rule for leases, no matter whether the state