

January 30, 1980

LB 306

without knowing all of the circumstances and without reviewing the law on it because that is a situation that is a close question in many cases...

SENATOR CHAMBERS: Senator Beutler, is it that you really don't want to answer that question because you haven't reviewed the law or because you are not sure of the impact of your amendment?

SENATOR BEUTLER: No, I will answer the question. As a preliminary remark I would say I don't know why a person would enter into such an agreement after a judgment has already been taken against them, unless it was to protect other property, but if, in some event, they did enter into such an agreement, then I think it would be covered, and it was a legal agreement, then I think it would be covered under 306.

SENATOR CHAMBERS: Well, then there could be a contract that could grow out of a tort claim and the spouse might not even know about it. Let's make it a little...

SENATOR BEUTLER: Well, yes it is hypothetically possible but you are...

SENATOR CHAMBERS: Let's change that then.

SENATOR BEUTLER: ...you are creating a situation that I can't think of any reason why a person would enter into a contract after a judgment was entered against them.

SENATOR CHAMBERS: For the same reason that a spouse might take out a loan without telling the other one. Suppose it was to get even, to be vindictive, and it is to make it possible for the creditor or the one who has the judgment to reach property after this person has gone on. He says, then you can take it from estate, right now I am not in a position to give you any of this property to settle this judgment, but if you will enter this contract with me after I am gone, then you can take half of that property, or this percentage that 306 allows. But let me give you a different example.

SENATOR BEUTLER: Okay.

SENATOR CHAMBERS: Suppose before a judgment is reached, the one against whom the suit is filed would sign an agreement by way of settlement. That would then be covered by 306, wouldn't it?