

little more time on it before they write letters like this. I suggest to you to hold firm because it is a good law and you will like it. Thank you.

PRESIDENT: The Chair recognizes Senator Pirsch.

SENATOR PIRSCH: Thank you, Mr. President. I, like Senator Beutler, have not had a chance to go over this. I think that suddenly we have a barrage of papers on our desks which say things which some of them are not true and I will point them out to you. On one particular letter from a lawyer from Vestecka, Gorham and Tegtmeier they say at the bottom of the page in paragraph three, it appears to exempt large developers, provides residential real estate shall mean relation to a protected party real estate improved or to be improved containing not more than three acres. Well, we took that out. I have a feeling that many of these letters are based either on previous bills or have not been read carefully despite the great abilities of the writers. We have added, if occupied by owner, or to be so occupied. They do not include that in that language. The intent of this bill is to protect the residential homeowner and we have taken out the three acre limitation. On the first page of that letter, evidently they are not aware of that. Also, on paragraph four, the lien arises only if claimant records a lien within 90 days. Well, that has been amended to four months, as Chris pointed out, as Senator Beutler pointed out. Section 19, they point out, that's been amended to two years. They didn't take that into consideration. On six, subparagraph one, they say...they point out if the lien is for materials, they must be supplied with the intent that they be used in the construction of the project or incorporated therein. This would at least require the supplier to list the particular property on the sales contract delivery order or whatever similar type of instrument is used, or to actually deliver the materials to the job site. Why shouldn't that have to be true? Why should they take issue with that? If you claim a lien liable to foreclosure on property, why shouldn't you have in there the particular property that is involved? In our hearing, in our testimony, these people would perhaps have a contractor with six job sites and they just indiscriminately applied a lien to a job site because they really didn't know, they didn't have that on their job ticket. Why shouldn't they have to have that on their job ticket? Subparagraph two. Okay, the critical importance of this notice...this is the written notice of lien liability, is that in the event the claimant is not paid, the