

March 21, 1989

LB 49, 371, 396, 512, 526, 547, 594  
627, 712

SPEAKER BARRETT: A record vote has been requested.

CLERK: (Record vote read. See pages 1262-63 of the Legislative Journal.) 12 ayes, 21 nays, Mr. President.

SPEAKER BARRETT: Motion fails. Next item.

CLERK: Mr. President, if I may read some items for the record.

SPEAKER BARRETT: Proceed.

CLERK: Judiciary Committee reports LB 627 to General File, LB 594 to General File with amendments, LB 396 indefinitely postponed, LB 512, LB 526, LB 547, LB 712 all indefinitely postponed, those signed by Senator Chizek as Chair. (See page 1263 of the Legislative Journal.)

Senator Dierks has amendments to be printed to LB 49, Mr. President. (See pages 1263-64 of the Legislative Journal.)

Mr. President, Senator Hall would move to amend LB 371. (Hall amendment appears on page 1264 of the Legislative Journal.)

PRESIDENT NICHOL PRESIDING

PRESIDENT: Senator Hall, please.

SENATOR HALL: Thank you, Mr. President and members. The third amendment here I would like to ask the body to refer to page 3 of the bill, Section 4, line 7 through 11. I'll just read it to you. It's very short. Agreement shall mean any agreement between a wholesaler and a supplier, whether oral or written, by which a wholesaler is granted the right to purchase and sell a brand or brand of beers sold by a supplier. What my amendment would do is rewrite that five lines so that an agreement shall mean any written agreement between a wholesaler and a supplier by which a wholesaler is granted the right to purchase and sell a brand or brand of beers. All it does is strike the language that refers to an oral agreement. I don't understand why it is there. I don't think it should be there. I think at least the agreement should be required to be in writing not only for the manufacturer's benefit, but for the retailer's benefit and I think that an explanation as to why we allow for an oral agreement, we just allowed for a separate group of arbitration