

overreaching can be enforced as the agreement and I think Senator Hall's amendment will do exactly that.

PRESIDENT: Thank you. Senator Hartnett, please, followed by Senator Hall.

SENATOR HARTNETT: Mr. President, I also serve on the General Affairs Committee and this bill came before us and not very much opposition I might... I guess I have, with Senator Hall's opening remarks, one of the areas that caught me was the word "oral", agreement is oral. I guess maybe that is fine, but I guess maybe there is some case law but, and Senator Ashford said to me maybe we need to change it some place else, but I guess the word "oral" bothers me in agreements. I think it...because we're talking about, maybe talking about megabucks and an agreement is oral, maybe that is all right, but I think sometimes we should have things in writing. So I think that...I think the discussion is good on this particular thing or if we're changing substantially because in the old agreement there was not the idea of, was simply written rather than oral so I have some...whether this is the right way to do it in this particular amendment, I think we need to be more clarifying than we are right now. Thank you.

PRESIDENT: Thank you. Senator Hall, please.

SENATOR HALL: Thank you, Mr. President, members, the issue is one clearly of the definition of what an agreement is and if oral agreement appeared any place else in the bill I would have struck it. It does not. It appears in the definition section and that's what we're dealing with here when we address the issue on page 3 of LB 371. We're talking about line 7, Section 4, and it says agreement shall mean any agreement between a wholesaler and a supplier, whether oral or written, by which a wholesaler is granted a right to purchase and sell a brand of beer or beers sold by a supplier. First of all, who would agree to grant the right to purchase and sell a brand or brand of beers on an oral agreement? I guess I question the real reason behind having that in there. I mean I don't understand where any manufacturer or any wholesaler have an agreement based on a handshake, so to speak, where they do not have...I can't imagine Augie Busch and one of the Hermans agreeing to have their distributorship, their manufacturing distributorship on the basis of the fact that they chatted over lunch. You can't convince me that there isn't another reason