

March 21, 1989

LB 371

SENATOR CHAMBERS: Okay, now if a client came to you...

SENATOR ASHFORD: Doesn't show sometimes, but...

SENATOR CHAMBERS: Yes, it does. If a...

SENATOR ASHFORD: Being a member of the bar does not necessarily equal anything, not like Senator Chambers. I mean, I would attest...

SENATOR CHAMBERS: Okay. If a client of yours came to you and he said, Attorney Ashford, I want to retain you to advise me on this agreement I'm about to enter with this manufacturer. He wants to allow me to sell his brand and he wants to assign me a territory and he wants it to be an oral agreement. What do you advise me to do, and there are hundreds of thousands of dollars involved.

SENATOR ASHFORD: Under the law, the way it is now or under this statute?

SENATOR CHAMBERS: Under the law or this statute.

SENATOR ASHFORD: Under this statute I would tell him it would have to be in writing.

SENATOR CHAMBERS: Okay. Now, so we can take it a step at a time, Brad, this law is not in effect so that we can deal with what we face right now. Without this law, what would you advise me?

SENATOR ASHFORD: I would advise it to be in writing, but...

SENATOR CHAMBERS: Why?

SENATOR ASHFORD: Why, because the terms and conditions are clear and both parties know what the agreement is.

SENATOR CHAMBERS: Thank you.

SENATOR ASHFORD: But often...

SENATOR CHAMBERS: That's all, you answered the question. Thank you. Members of the Legislature, any person would know that an agreement of this kind should be in writing. Those people out