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SENATOR QUANDAHL: If I may respond?

SENATOR CUDABACK: Senator Quandahl.

SENATOR QUANDAHL: Thank you. Yes. If I may respond, yes, if that's a lease for in excess of one year.

SENATOR BEUTLER: And if he said that outright, if he gave them notice, why would we want to make that notice null and void?

SENATOR QUANDAHL: In your example, I believe, it's a house with you and your father, it's a single-family dwelling, there is a mortgage against that. For some reason or other, the mortgage company decides to take the property back, that's the situation. But in the meantime, there is some sort of a lease between you and your father. Is that the situation?

SENATOR BEUTLER: Well, let's say it this way. There's a lease between my father and myself. And let's get the finance company out of it. Let's just keep it to sellers...buyers and sellers. There's a lease between my father and myself, and somebody wants to buy the property, but there is this lease in effect, and my father says, I have this lease. They buy it anyway. It's subject to the lease, under law right now, because they had notice. But what you seem to be saying here is that notwithstanding the fact they had notice, that that lease is no good. Is that correct?

SENATOR QUANDAHL: That would be correct, if your father's lease isn't recorded at the Register of Deeds.

SENATOR BEUTLER: Right. Even though the subsequent purchaser knew of it?

SENATOR QUANDAHL: Yes.

SENATOR BEUTLER: Why would we want to let a subsequent purchaser who knows about a lease escape the obligation of satisfying the lease?

SENATOR QUANDAHL: And I can under...