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FLOOR DEBATE

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principal and the agreed-upon interest. And notwithstanding the matter that it's in the federal law, I would argue that it's blatantly unconstitutional and a violation of the contract clause of the federal and state constitutions to say to that merchant that, once they've already entered into a contract, they cannot collect the interest. We have not stated as a society that high interest is against the principles of our society. We have not said that. We have not said that they are contracts of cohesion. We have said the free market plays here and you can enter into the contract and, once you do, that contract is inviolate. And it doesn't make any difference whether it's in federal law or state law, it is unconstitutional, in my opinion, to take that money away from the merchant. But it might be right, on the other hand, to give the guardsman the break. And so what this amendment does is to say, yes, it's right to give the guardsman the break, but we're not going to haphazardly charge some small ma-and-pa operation for the cost of that lost interest, but rather bear the burden of that lost interest by shifting it to a General Fund expense. That's what filing a claim allows. And we as a society, as we should for the benefit of these guardsmen, will pay the merchant the amount that he agreed, that the guardsman agreed to pay to the merchant, that the guardsman under this provision would not pay. We just had an episode with contract law. Is it so far in our past that we cannot remember that just a few days ago with regard to the ethanol matter, on something that's much more complex and confused than this particular item, the Attorney General came back to us and said it's a violation of the contract clause if you do this and you cannot do it? This is even more blatant because it would refer to contracts made in the past, as far as the guardsman is concerned. It's not only saying that with respect to future debts the interest rate would be limited to 6 percent, but it's saying with regard to past debts for which contracts have already been entered into, that regardless of what that agreement was the interest would be reduced from 16, 17, 18 percent, whatever it was on a credit card situation, for example, to 6 percent. So this amendment takes nothing away from the guardsman, reimburses the small businessperson, and asks Nebraskans as a whole to bear the burden of supporting this new right that the guardsman would have.