might...you might have a conflict of statutes. And what are our tools to evaluate when there's a conflict of statutes? One of them is first in time or last in time. Last in time generally governs. Specific versus general; specific has a tendency to be chosen by a court, rather than general. We have...when the state is there and we have conflicting laws, courts have tools to evaluate and decide which law speaks. This bill answers that and it says the UCC is there, but if the state regulates, the state regulatory act supersedes the UCC. First in time, last in time, the ordering by the state government of what should be the behavior in the marketplace trumps the general statement of how people in the marketplace should treat each other, which is what the UCC is.

SENATOR BEUTLER: Yeah. Well, normally when we make laws, we don't say this law shall be ahead of any other law it may conflict with. We almost never...

SENATOR LANDIS: Oh, gosh, we have lots of thing..."notwithstanding any other provision of law," you've seen that a zillion times and so have I. That's exactly an attempt to give an elevation to a section.

SENATOR BEUTLER: Not...well, let me back up a little bit. The...so is that what this provision is attempting to say,...

SENATOR CUDABACK: One minute.

SENATOR BEUTLER: ...notwithstanding any other provision of law, the other provision of law will prevail?

SENATOR LANDIS: (Laugh) Actually, I think that's a relative...that's pretty close. Here's the idea. The UCC says, look, we're going to tell private citizens when they're writing contracts what they need to do, but the fact that they write a contract between the two of them doesn't mean that the state, when it says you must have this kind of a provision, or that kind of a provision is illegal, when the state speaks in that tone, that tone governs. If the state were to say you will have a three-day cooling off period, the UCC says, you know whatever you had in your contract here, don't be looking at the UCC as a