

DELEGATE PENNIMAN: That is my understanding.

DELEGATE CLAGETT: And if there are more than two defendants whose cases are being combined for purposes of trial, does that mean that each of the defendants would have a right or the two must act concurrently, and by agreement?

*(President H. Vernon Eney, resumed the chair.)*

THE PRESIDENT: Delegate Penniman.

DELEGATE PENNIMAN: I am hesitant to go into that, but I think in any case it is no change to change from "of the parties", that is, "either of the parties" to "by the party", but I would hesitate to get involved in the content.

We say what was said when it came to us, but I would be hesitant to go into the text beyond that.

THE PRESIDENT: Delegate Clagett.

DELEGATE CLAGETT: But as you use the language here you mean a party being the state as prosecutor, and party defendant, whoever that might be.

DELEGATE PENNIMAN: That was my understanding of it.

THE PRESIDENT: Are there any other questions?

Delegate Weidemeyer.

DELEGATE WEIDEMEYER: Mr. Chairman, in section 1.05, and on line 30, the Committee took out the word "or" and placed in the word "and", and I am wondering if we would not be better off to strike the "and" and reinsert the "or" so as to make our meaning a lot more clear than what we have here.

It would seem to me that the clause "and other invasions of their privacy shall not be violated" of course could by some reasoning be said to refer back to "and be secure against unreasonable other invasions of their privacy."

To me it just does not read right the way it is there.

DELEGATE PENNIMAN: The Committee's intention was that this not be an either/or case, but our understanding was that the citizen was to be protected against each of these, that is, one and the other at the same time.

THE PRESIDENT: Protection against both, in other words.

DELEGATE PENNIMAN: Both at the same time.

THE PRESIDENT: Delegate Weidemeyer.

DELEGATE WEIDEMEYER: I understand an amendment will be offered to clarify the way that reads.

In section 1.12 and in line 42, "or agreement approved by decree of the court" — do you mean by the word "approved" that the agreement must be embodied either by specific reference or in toto in the decree of the court?

DELEGATE PENNIMAN: These were the words that came to us, and this would I think be a substantive question which I choose not to answer. I think it is one for the chairman of the substantive committee, Delegate Weidemeyer.

THE PRESIDENT: Delegate Kiefer, could you respond to the question? The question is with respect to section 1.12. The question asked is whether the clause referring to an agreement approved by decree of a court requires that the agreement be specifically referred to or incorporated in toto, embodied in the decree.

Delegate Kiefer.

DELEGATE KIEFER: Mr. President, it is my understanding that it does.

THE PRESIDENT: Is there any further question, Delegate Weidemeyer?

DELEGATE WEIDEMEYER: I have no further questions on it.

THE PRESIDENT: Are there any other questions?

If not, Delegate Penniman may return to his seat.

The Committee Recommendations R&P-1 and R&P-2 are now open for consideration of amendments as to style, amendments pertaining to the amendments suggested and recommended by the Committee on Style.

Are there any such amendments, amendments as to style with respect to section 1.01?

The Chair hears none.

Are there any with respect to section 1.02?

The Chair hears none.

Are there any with respect to section 1.03?