

# MARKS & WEINBERG, P.C.

## Consolidated AG of Curry v. Association

912 P.2d 15 (ID., 196)

In a pre-UCC 2A lease, the lessee loses in a bid to require lessor to mitigate damages. Under a mitigation theory, the lessor would be required to attempt to sell or re-lease the equipment following the lessee's default. This is the general rule under Article 2A (absent proper language in the lease document). Under old Idaho law, the lessor got off the hook because the lessee had not "abandoned" the equipment. According to the Court, "abandonment" is special way of terminating a lease which results in deficiency equal to difference between the amount secured by re-leasing the equipment and the amount outstanding under the original lease at the time of the abandonment. Pre-UCC 2A state law varies markedly on this important issue.

Marks & Weinberg, PC is a law firm with significant experience in dealing with virtually every type of equipment and facility lease financing. The lawyers of the firm have participated in leasing financings for more than a billion dollars of equipment and are recognized throughout the industry. If you would like more cases or articles on leasing, or have any questions or comments about this Article or other leasing issues, please visit [leaselawyer.com](http://leaselawyer.com) or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

