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Gonzalez v. Rutherford Corp.

1995 WL 150450, also 170044 (E.D.N.Y. 3/31/95)

New York court refuses to apply the law of strict products liability to a finance lessor. This case protects equipment lessors who are not manufacturers from the doctrine that an equipment vendor may be liable for damage caused by equipment it has sold, even without a showing of negligence. On the other hand, *Indeck Power Equipment Company v. Jefferson Smurfit Corporation*, 195 WL 144118 (N.D.Ill. 3/22/95) held the other way in Illinois and that case will continue in front of a jury on the strict liability 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 or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

