

MARKS & WEINBERG, P.C.

Long v. Tokai Bank of California, 682 N.E.2d 1052 (Ohio App. 9/20/96)

In a pre-UCC 2A case, a "financial lessor" (apparently, a lessor who would be protected by a "finance lease" determination under Article 2A) was held not to be a "supplier" within the meaning of Ohio's product liability statute. Accordingly, the only way that a lessee's employee who was injured when a leased machine exploded could recover against the lessor was to show that the lessor owed a duty to the employee under a negligence theory. The court held that the lessor did not owe such a duty to the lessee and noted language in the lease itself placing responsibility for the equipment on the lessee/employer.

