

Introduction to Symposium on Mendel v. Pittsburgh Plate Glass Company

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MENDEL V. PITTSBURGH PLATE GLASS COMPANY

INTRODUCTION

Considerable difficulty has attended the almost universal adoption of strict products liability. These problems are in no small part attributable to a pervasive confusion of semantics due to a curious admixture of contract and tort law. Indeed, the question remains whether an injury-causing defect creates a cause of action sounding in tort or in contract. Although recent developments have emphasized the realm of tort, the answer is far from clear.

Last year, the practical effects of this dichotomy were vividly illustrated in *Mendel v. Pittsburgh Plate Glass Company*, wherein the New York Court of Appeals, in determining the applicable statute of limitations for a personal injury action, held that as to third parties, such defects are actionable only in breach of warranty and accordingly must be commenced within the period prescribed for contract actions, regardless of when the injury occurred. The immediate effect of the decision was to bar commencement of the warranty action before the injury was incurred.

We noted the decision in the hope of assigning it during the past student writing period. However, in view of its broad implications, we felt that it would be more appropriate to contact eminent scholars in the fields of tort, contract, commercial law and procedure in order to include a synopsis of their criticisms in this issue of the *Review*.