

CPLR 206(a): Amendment

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of another provision (CPLR 204, subd. [a]) just the opposite intention and meaning."¹⁵

The present case should be contrasted with the prior case of *Creswell v. Doe*.¹⁶ *Creswell* involved Section 618(a) of the Insurance Law. This section requires qualified persons to obtain leave from the supreme court to sue MVAIC on a hit-and-run automobile case. The appellate division held that the statute of limitations was tolled from the date of the accident until the date when leave to sue was granted. By distinguishing *Proc* from *Creswell*, it appears that the Court of Appeals has relied on the clear legislative pronouncements in the area of standard fire insurance policies. It seems unlikely that similar preclusions of CPLR 204(a) will come about absent comparable legislative histories.

CPLR 206(a): Amendment.

CPLR 206(a) has been amended to include: "Except as provided in article 3 of the uniform commercial code." Section 3-122(3) of the Uniform Commercial Code states that a cause of action against a drawer of a draft or an indorser of any instrument accrues upon a demand following dishonor. Typically, such demand takes the form of a notice of dishonor after the instrument has been presented to and dishonored by the person designated on the instrument to pay. Under the prior 206(a) provision, the cause of action was computed from dishonor, not from demand.

CPLR 213(2): Amendment.

CPLR 213(2) has been amended to read that there will be a six-year statute of limitations in any action upon a contractual obligation or liability "except as provided in article 2 of the uniform commercial code." Section 2-725 of the Uniform Commercial Code provides a four-year statute of limitations for breach of a sales contract.

The amendment effects no change. CPLR 213(2) now expressly defers to the Uniform Commercial Code's four-year period for sales contract cases. Before the amendment it also deferred, but under the more general terms of CPLR 101. After the Uniform Commercial Code is four years old, which will be on September 27, 1968, the courts can expect a substantial number of cases in which they will be asked to determine whether the contract involved is a sales contract within the meaning of the

¹⁵ *Proc v. Home Ins. Co.*, 17 N.Y.2d 239, 245, 217 N.E.2d 136, 139, 270 N.Y.S.2d 412, 415 (1966).

¹⁶ 22 App. Div. 2d 942, 255 N.Y.S.2d 946 (2d Dep't 1964). The appellate division, however, did not look at the legislative history behind the wrongful death statute in rendering its decision.