



www.lsc.ohio.gov

OHIO LEGISLATIVE SERVICE COMMISSION

Office of Research
and Drafting

Legislative Budget
Office

Substitute Bill Comparative Synopsis

Sub. H.B. 251

133rd General Assembly

House Civil Justice

Aida S. Montano, Research Associate

This table summarizes how the latest substitute version of the bill differs from the immediately preceding version. It addresses only the topics on which the two versions differ substantively. It does not list topics on which the two bills are substantively the same.

Previous Version (H.B. 251 As Introduced, as amended by AM 1194-1)	Latest Version (I_133_1206-2)
Changes to the borrowing statute	
No provision.	Modifies current law by providing that no <i>tort action</i> , instead of civil action under current law, based upon a cause of action that accrued in any other state, territory, district, or foreign jurisdiction may be commenced and maintained in Ohio if the limitation period that applies to that action under the other state's, territory's, district's, or foreign jurisdiction's laws has expired or such period under Ohio law has expired; and defines <i>tort action</i> as a civil action for damages for injury, death, or loss to person or property other than a civil action for damages for a breach of contract or another agreement between persons (<i>R.C. 2305.03(B)</i> , by reference to <i>R.C. 2305.236</i>).

Previous Version (H.B. 251 As Introduced, as amended by AM 1194-1)	Latest Version (I_133_1206-2)
No provision.	Provides that the preceding provision applies retroactively to April 7, 2005, the effective date of Am. Sub. S.B. 80 (Tort Reform Law) of the 125 th General Assembly (<i>Section 3(B)</i>).
No provision.	Prevents any action upon a specialty or an agreement, contract, or promise in writing, other than an action arising out of a consumer transaction incurred primarily for personal, family, or household purposes as described below in “ Period of limitation of an action on a contract not in writing, ” that seeks post-default interest at a rate governed by the substantive laws of any other state, territory, district, or foreign jurisdiction, and in excess of the federal short-term rate as determined by the Ohio Tax Commissioner, from being commenced and maintained in Ohio if the limitation period that applies to such action under that other state’s, territory’s, district’s, or foreign jurisdiction’s laws has expired or such period under Ohio law has expired (<i>R.C. 2305.03(C)</i>).
No provision.	Prevents any action arising out of a consumer transaction incurred primarily for personal, family, or household purposes described below in “ Period of limitation of an action on a contract not in writing, ” that seeks post charge-off interest at a rate governed by the substantive laws of any other state, territory, district, or foreign jurisdiction, and in excess of the federal short-term rate as determined by the Ohio Tax Commissioner, from being commenced and maintained in Ohio if the limitation period that applies to such action under that other state’s, territory’s, district’s, or foreign jurisdiction’s laws has expired or such period under Ohio law has expired (<i>R.C. 2305.03(D)</i>).

Previous Version (H.B. 251 As Introduced, as amended by AM 1194-1)	Latest Version (I_133_1206-2)
Period of limitation of an action on a contract in writing; exceptions	
<p>Generally requires that an action upon a specialty or an agreement, contract, or promise in writing (current law) or an action upon a credit card account or other account for goods or services (added by the amendment) be brought within <i>six years</i> (shortened from eight years under current law) after the cause of action accrued; and defines “credit card account” (R.C. 2305.06(A) and (B)).</p> <p>Retains the following existing law’s <i>exceptions</i> to the limitation period of an action on a specialty or an agreement, contract, or promise in writing and applies them to an action upon a credit card account or other account for goods or services: (a) generally, an action against the state or a state agency for failure to make any distribution or other payment must be brought within five years after the cause of action has accrued, and (b) generally, an action for breach of any contract for sale must be commenced within four years after the cause of action has accrued (R.C. 2305.06(A), and by reference to R.C. 126.301 and 1302.98).</p>	<p>Generally requires that an action upon a specialty or an agreement, contract, or promise in writing (current law) be brought within <i>six years</i> (shortened from eight years under current law) after the cause of action accrued (R.C. 2305.06).</p> <p>Retains existing law’s exceptions to the limitation period of an action on a specialty or an agreement, contract, or promise in writing, as described, and <i>adds the following exceptions</i>: (a) generally, the various periods of limitations of actions under Ohio’s U.C.C. laws on commercial paper, and (b) generally, an action to recover title to or possession of real property must be brought within 21 years after the cause of action accrued (R.C. 2305.06, and by reference to R.C. 1303.16 and 2305.04).</p>
Period of limitation of an action on a contract not in writing	
<p>Generally requires that an action upon a contract not in writing, express or implied, be brought within <i>four years</i> (shortened from six years under current law) after the cause of action accrued (R.C. 2305.07(A)).</p> <p>No provision.</p>	<p>Same (R.C. 2305.07(A)).</p> <p>Generally requires that an action arising out of a consumer transaction incurred primarily for personal, family, or household purposes, based upon any contract, agreement, obligation, liability, or promise, express or implied, including an account stated, whether or not reduced to writing or signed by the party to be charged by that transaction, be commenced within six years after the cause of action accrued. For purposes of this provision, a cause of action accrues after the</p>

Previous Version (H.B. 251 As Introduced, as amended by AM 1194-1)	Latest Version (I_133_1206-2)
<p>No provision.</p> <p>No provision.</p>	<p>consumer’s account is closed, settled to a single liability, and following the last pertinent entry of the account. (R.C. 2305.07(C).)</p> <p>Provides the following exceptions to the limitation period under the preceding paragraph: (a) generally, the various periods of limitations of actions under Ohio’s U.C.C. laws on commercial paper, and (b) generally, an action to recover title to or possession of real property must be brought within 21 years after the cause of action accrued (R.C. 2305.07(C), and by reference to R.C. 1303.16 and 2305.04).</p> <p>Provides that the provision described in the 2nd preceding paragraph is <i>notwithstanding</i>: (a) the four-year limitation period of an action on a contract not in writing or the six-year limitation period of an action upon a liability created by statute other than a forfeiture or penalty, (b) the four-year limitation period of an action for breach of a contract of sale, (c) the six-year or four-year limitation period, as applicable, of an action, if payment has been made upon any demand founded on a contract, or a promise to pay it has been made and signed by the party to be charged, after such payment or promise, or (d) the period of limitation of a tort action under the borrowing statute described above in this column under “Changes to the borrowing statute” (R.C. 2305.07(C), and by reference to R.C. 2305.07(A) and (B), 1302.98, 2305.08, and 2305.03(B)).</p>
Effectivity	
<p>Provides that for causes of action that are described in this column under “Period of limitation of an action on a written contract; exceptions” above (including actions on a credit card account or an account for goods or services), and that accrued prior to the bill’s effective date, the limitation period will be six years from that effective date or the expiration of the limitation period in effect prior to that effective date, whichever occurs first (Section 4(A)).</p>	<p>Provides that for causes of action that are described in this column under “Period of limitation of an action on a written contract; exceptions” above, and that accrued prior to the bill’s effective date, the limitation period will be six years from that effective date or the expiration of the limitation period in effect prior to that effective date, whichever occurs first (Section 4).</p>

Previous Version (H.B. 251 As Introduced, as amended by AM 1194-1)	Latest Version (I_133_1206-2)
<p>Provides that for causes of action that are described in this column under “Period of limitation of an action on a contract not in writing” above, and that accrued prior to the bill’s effective date, the limitation period will be four years from that effective date or the expiration of the limitation period in effect prior to that effective date, whichever occurs first (<i>Section 4(B)</i>).</p> <p>No provision.</p>	<p>Provides that for causes of action that are described in the first paragraph in this column under “Period of limitation of an action on a contract not in writing” above, and that accrued prior to the bill’s effective date, the limitation period will be four years from that effective date or the expiration of the limitation period in effect prior to that effective date, whichever occurs first (<i>Section 5(A)</i>).</p> <p>Provides that for causes of action that are described in the second paragraph in this column under “Period of limitation of an action on a contract not in writing” above, and that accrued prior to the bill’s effective date, the limitation period will be six years from that effective date or the expiration of the limitation period in effect prior to that effective date, whichever occurs first (<i>Section 5(B)</i>).</p>