

[Cite as *Lorince v. Universal Underwriters Ins. Co.*, 108 Ohio St.3d 1217, 2006-Ohio-1193.]

**LORINCE ET AL., APPELLANTS AND CROSS-APPELLEES, v. UNIVERSAL
UNDERWRITERS INSURANCE COMPANY, APPELLEE AND CROSS-APPELLANT.**

**[Cite as *Lorince v. Universal Underwriters Ins. Co.*,
108 Ohio St.3d 1217, 2006-Ohio-1193.]**

Appeal dismissed as improvidently accepted.

(No. 2005-0103 — Submitted January 24, 2006 — Decided March 29, 2006.)

APPEAL from the Court of Appeals for Cuyahoga County,

No. 83711, 2004-Ohio-6287.

{¶ 1} The cause is dismissed, sua sponte, as having been improvidently accepted.

{¶ 2} The court orders that the opinion of the court of appeals may not be cited as authority except by the parties inter se.

MOYER, C.J., RESNICK, LUNDBERG STRATTON, O’CONNOR, O’DONNELL and LANZINGER, JJ., concur.

PFEIFER, J., dissents.

PFEIFER, J., dissenting.

{¶ 3} Upon reading the briefs and hearing oral argument, it is obvious to me that both lower courts blatantly misapplied the appropriate legal standard. I understand the majority’s reluctance to address this case because, arguably, it does not involve a novel legal issue. The case does involve a young man who lost a leg through no fault of his own and who is unable to get proper compensation because two courts misapplied the law. Would it have been so hard for us to right an injustice? Apparently so.

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{¶ 4} I would have reached the merits of the case and reversed the judgment of the court of appeals. I dissent.

Lindner, Weaver & Crane, L.L.P., and Daniel F. Lindner, for appellants and cross-appellees.

Williams, Sennett & Scully Co., L.P.A., and William F. Scully Jr., for appellee and cross-appellant.
