years in a row, the school complains.

After hearing all of the evidence, the jury found that Bank of America was negligent, breached its contract with the plaintiff, and violated sections of Connecticut banking law and Uniform Commercial Code. Jurors found Bank of America 95 percent liable for Licitra's actions and St. Bernard 5 percent liable.

Salvatore Licitra started out as a part-time bus driver at St. Bernard School of Montville. Over time, his duties expanded to making bank deposits, working on accounts payable and accessing the school's computer system to prepare checks.

Bank of America's legal position has been that the lawsuit should have been thrown out because St. Bernard officials took too long to notify the bank about the unauthorized transactions. The bank has deposit account agreements which require customers to review monthly bank statements and to report any questionable transactions. The bank has deposit account agreements which require customers to review monthly bank statements and to report any questionable ments that were in effect at the time.

Bankers Respond

In appealing the trial court ruling, Bank of America says that the point of the deposit account agreement is not to absolve the bank of liability if it fails to operate in good faith and with ordinary care. Instead, the bank argues, the agreement is just setting out a procedure that customers—including the school—must follow in order to make a legal claim.

Other jurisdictions allow banks to have similar-length notice periods, Bank of America further argued.

designed to limit liability for physical injuries sustained by customers who are invited onto the resort's property.

"While the invitee to the ski area may have no ability to control the risk they take in using the ski area, the depositor has control over its deposits insofar as it can review activity in its account on a monthly basis," Jeffrey Mirman and David Wiese, of Hinckley, Allen & Snyder in Hartford, wrote in the bankers' amicus brief.

Contractual provisions limiting the amount of time account holders have to notify banks of account irregularities are vital to detecting fraudulent activity early on. If the trial court decision is not overturned, the association said Connecticut will become an outlier in fraud prevention in the United States. Fraud losses will skyrocket, the association warns.

St. Bernard counters that the reason for barring exculpatory clauses exists outside of the context of winter recreation. Exculpatory clauses have no place in the banking industry, the school countered, because account agreements are "contracts of adhesion," meaning banks have "a decisive advantage of bargaining strength"

its bank statements for suspect transactions, that requirement applied only to the bank officials operating a fund account, not a fraudulent account that school officials had no idea even existed.

Gerald Garlick, of Krasow, Garlick & Hadley in Hartford, is representing Bank of America. He declined comment. Cassie Jameson and Michael Colonese, of Brown Jacobson in Norwich, are representing the school. They, too, declined comment.

But Ryan Barry, of Barry and Barall in Manchester, and former cochairman of the General Assembly's Banks Committee, said that Devine is a well-regarded judge and his reasoning could be persuasive to the Supreme Court. Even though Connecticut would be in the minority of states in barring banks from putting contractual limits on how much time depositors have to flag fraudulent account transactions, Connecticut does not have to follow the majority rule, said Barry, who has no role in the case.

"The courts in our state sometimes lead the way in many areas of the law," Barry said. ■