

Common-law Indemnification/Contribution

Insurance Procurement Provision

Common-law Indemnification/Contribution. In contractor's negligence and breach of contract action against school district and architect, Third Department affirms order denying architect's claims for indemnification where plaintiff contractor alleged that architect's services were substandard and that the architect overbilled. Court also holds that architect was not entitled to contribution where the alleged "tort" is essentially a breach of contract. *Westbank Contracting, Inc. v. Rondout Valley Cent. School Dist.*, 847 N.Y.S.2d 780 (3d Dept. December 20, 2007). Insurance Procurement Provision. In an action by owner and general contractor against injured worker's employer for breach of contract to procure insurance, First Department reverses order granting owner's and general contractor's motion for summary judgment where such motion was premature because issue regarding whether employer's failure to procure agreed-upon insurance caused owner and general contractor any losses was yet to be determined. *Bachrow v. Turner Const. Corp.*, 848 N.Y.S.2d 86 (1st Dept. December 20, 2007).