



And The Defense Wins

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DRI member [H. Lockwood \(“Chip”\) Miller III](#) of **Coughlin Duffy LLP** in Morristown, New Jersey, recently obtained summary judgment dismissing the substantial majority of claims in a commercial landlord-tenant dispute. The case involved a commercial landlord and one of its tenants, a plaintiffs’ personal injury law firm. When the tenant law firm stopped paying rent under its lease, the landlord filed an action to evict the tenant and to recover unpaid rent. The tenant law firm responded by filing a counterclaim against the landlord, as well as a third party complaint against the landlord’s principals, for extensive property damage and lost business claims allegedly stemming from various leaks and floods within the building.

Although the tenant law firm claimed that the landlord and its principals were liable for its alleged property and economic losses, which the law firm alleged to be in excess of \$1.4 million, the parties’ commercial lease agreement contained a limitation of liability clause broadly relieving the landlord of any liability for such damages, including as a result of its own negligence.

After the trial court initially denied a motion for partial summary judgment, Mr. Miller convinced the court to reconsider and reverse its prior denial and to grant summary judgment in favor of the landlord to the full extent covered by the limitation of liability provision in the parties’ lease agreement, virtually eliminating nearly all of the tenant law firm’s damage claims. The trial court also dismissed completely all individual claims against the landlord’s two principals.

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