

## New York Court of Appeals Roundup: Contractual Indemnity Provisions Must Clearly Evince the Parties' Intent to Provide for the Recovery of Attorney's Fees in an Action Between the Parties

11.16.22



In their column in the *New York Law Journal*, Litigation Partners Bill Russell and Linton Mann III discuss *Sage Sys. v. Liss*, a unanimous decision in which the Court ruled that contractual indemnity provisions will only permit the recovery of attorney's fees in an action between the parties when the language expressly makes the parties' intent to do so "unmistakably clear." The Court concluded with advice to the drafters of agreements that if they want to provide that the prevailing party is entitled to recover its attorney fees in an action between the parties, they need to include language making that expressly clear.

To read the full article, please [click here](#).

### Authors and Contacts

**William Russell, Jr.**

Partner

[wrussell@stblaw.com](mailto:wrussell@stblaw.com)

+1-212-455-3979

**Linton Mann III**

Partner

[lmann@stblaw.com](mailto:lmann@stblaw.com)

+1-212-455-2654



