

COURT OF APPEALS OF THE STATE OF NEW YORK

Gregory G. Stiver et al. v. Good & Fair Carting & Moving, Inc.

9 N.Y.3d 253, 878 N.E.2d 1001, 848 N.Y.S.2d 585 (2007) · Decided November 19, 2007

SUMMARY

The New York Court of Appeals held that a motor vehicle inspection station owed no tort duty to a noncontracting third party injured in an accident involving the inspected vehicle. The alleged negligent inspection did not launch an instrument of harm or involve detrimental reliance, and the court declined to impose liability that would effectively turn inspection stations into insurers.

CASE DETAILS

COURT	Court of Appeals of the State of New York
WRITING FOR THE COURT	Judge Read; Chief Judge Kaye; Judge Ciparick; Judge Graffeo; Judge Smith; Judge Jones
JURISDICTION	New York
DECIDED	November 19, 2007
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiffs appealed from an Appellate Division order granting defendant's motion for summary judgment and dismissing the complaint. The Court of Appeals granted leave to appeal and affirmed.
STANDARD OF REVIEW	The Court reviewed the grant of summary judgment and the existence of a duty of care as a question of law.
PRECEDENTIAL VALUE	published precedential opinion of the New York Court of Appeals
PARTIES	Gregory G. Stiver et al. v. Good & Fair Carting & Moving, Inc.

TOPICS

- negligence
- duty of care
- standard of care
- personal injury
- torts

PRACTICE AREAS

- torts
- negligence
- motor vehicle liability
- summary judgment

QUESTIONS PRESENTED

1. Whether Good & Fair, which performed a contractual motor vehicle safety inspection for the vehicle owner, owed a tort duty to a noncontracting motorist injured in a collision allegedly caused by a defect the inspection failed to detect.
2. Whether any of New York's exceptions to the general rule against tort liability to noncontracting third parties applied to the allegedly negligent inspection.
3. Whether summary judgment dismissing the negligence action was proper.

HOLDINGS

1. A contractual obligation, standing alone, generally does not give rise to tort liability in favor of a third party; recovery for negligent performance of the contractual duty is ordinarily limited to an action for breach of contract.
2. The alleged negligent inspection did not fall within the applicable exceptions because it did not launch a force or instrument of harm and Stiver did not detrimentally rely on the inspection; the displacement exception was unpreserved.
3. Good & Fair was entitled to summary judgment because it owed no tort duty to Stiver under the facts presented.

KEY QUOTATIONS

"[A] contractual obligation, standing alone, will generally not give rise to tort liability in favor of a third party" (257)

"(1) where the contracting party, in failing to exercise reasonable care in the performance of his duties, 'launche[s] a force or instrument of harm'; (2) where the plaintiff detrimentally relies on the continued performance of the contracting party's duties and (3) where the contracting party has entirely displaced the other party's duty to maintain the premises safely" (257)

"If New York State motor vehicle inspection stations become subject to liability for failure to detect safety-related problems in inspected cars, they would be turned into insurers." (258)

FACTUAL BACKGROUND

Gregory G. Stiver rear-ended a disabled vehicle after its front right wheel and half shaft apparently failed, causing the vehicle to stop in the center lane of a divided highway. Stiver suffered permanent impairment to his right eye. Approximately two months before the accident, a mechanic employed by Good & Fair had performed the required New York motor vehicle inspection and certified the vehicle as safe. Stiver alleged that the negligent inspection caused the collision, although he had no knowledge of the inspection and no relationship with the vehicle's owner.

PROCEDURAL HISTORY

After plaintiff was injured in a collision with a disabled vehicle, he and his wife sued the company that had performed the vehicle's annual safety inspection, alleging negligent inspection. Supreme Court denied the company's motion for summary judgment, relying on *Wood v. Neff*. The Appellate Division unanimously

reversed, granted summary judgment, and dismissed the complaint. The Court of Appeals granted leave and affirmed.

DISPOSITION

affirmed

CASES CITED

- Wood v. Neff, 250 A.D.2d 225 (3d Dep't 1998)
- Espinal v. Melville Snow Contractors, Inc., 98 N.Y.2d 136 (2002)
- Church v. Callanan Industries, Inc., 99 N.Y.2d 104 (2002)
- Moch Co. v. Rensselaer Water Co., 247 N.Y. 160 (1928)
- Eaves Brooks Costume Co. v. Y.B.H. Realty Corp., 76 N.Y.2d 220 (1990)
- Palka v. Servicemaster Management Services Corp., 83 N.Y.2d 579 (1994)
- Stiver v. Good & Fair Carting & Moving, Inc., 32 A.D.3d 1209 (4th Dep't 2006)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/new-york-court-of-appeals-of-the-state-of-new-york/2007/gregory-g-stiver-et-al-v-good-and-fair-carting-and-moving-o415ie5c>