

**Case Name:** Travis Harrison v. Illinois Central Railroad Company, et al.

**Date Decided:** September 28th, 2009

**Originally Filed in:** ()

**Decided by:** (State)

**Court:** U.S.D.C. Southern District of Illinois

**Judge:** Judge Herndon

**Citation:** 2009 WL 3156701 (S.D.Ill.)

**Background:**

Plaintiff, Travis Harrison ("Harrison"), filed an action under the Federal Employer's Liability Act ("FELA"), against defendants, including Illinois Central Railroad, ("Illinois Central"). Harrison alleged that while working for Illinois Central, as a yardmaster on property owned by co-defendant Tate & Lyle he was injured as a result of his truck falling into a hole. Illinois Central filed a motion to dismiss and a cross-claim against Tate & Lyle seeking contribution and identification for Harrison's injuries.

**Issue:**

Did this Court grant defendants' motion to dismiss and cross-claim for contribution and indemnification?

**Overall Issues Discussed or Touched Upon in this Case:**

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**Held:**

Tate & Lyle argued that Illinois Central could not seek indemnification for Harrison's injuries because Harrison's claims are based on claims of negligence and that because Harrison alleged that Illinois Central was negligent they cannot seek indemnity from Tate & Lyle. Illinois Central argued that it is entitled to indemnification from Tate & Lyle if it is found culpable under FELA to provide a safe work place. However, this Court found that Illinois Central could seek indemnification if it were found liable based solely on its non-delegable duty under FELA, but through no fault of their own. However, this Court found it was premature to dismiss Illinois counterclaim as to the validity of the negligence claim under FELA. Accordingly this Court denied Illinois Central's cross claim seeking indemnification. Tate & Lyle also argued that Illinois Central have not alleged an adequate pre-tort relationship which would give rise to a duty to indemnify. Tate & Lyle, specifically, argued that the relationship Illinois Central asserted was that of a "business invitee" which does not give rise to indemnify. However, this Court found that because the relationship between Illinois Central and Tate & Lyle exceeds that of a "mere involvement in a common undertaking". Accordingly, this Court denied Tate & Lyle's motion to dismiss.

**Comments:**

At issue in this case was the indemnification of Illinois Central because the negligence was a result of the condition of the property owned by Tate & Lyle. As such, if Illinois Central is successful in seeking indemnification, then the plaintiff's claim will continue against Tate & Lyle and not against Illinois Central. Steve Gordon