

# **Bond Case Briefs**

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## **LIABILITY - MISSISSIPPI**

### **Hill v. City of Horn Lake**

**Supreme Court of Mississippi - January 15, 2015 - So.3d - 2015 WL 179270**

Construction company employee, who was seriously injured when trench he was working in collapsed, and wrongful death beneficiaries of another company employee, who was killed in trench incident, brought action against city, alleging that city was liable for company's negligence on the basis of respondeat superior and also for its own negligence in maintaining the site. The Circuit Court granted the city's motion for summary judgment on all issues. Employee and wrongful death beneficiaries appealed.

The Supreme Court of Mississippi, en banc, held that:

- City, which had contracted with construction company, was not vicariously liable for company's negligence;
- Though an important factor, the existence of a formal contract is not a prerequisite for a finding of independent-contractor status; and
- Statute, requiring parties entering into a construction or public works contract with a municipality to furnish proof of general liability insurance coverage if the contract exceeds \$25,000, was not applicable, and thus, employee and beneficiaries could not establish negligence per se claim against city based on this statute.

City, which had contracted with construction company, did not exercise more than a supervisory role over the construction project, which was not sufficient to trigger a master-servant relationship, and as such, city was not vicariously liable for company's negligence which resulted in serious injuries to company's employees at construction site. Company was responsible for obtaining its own equipment to complete the project, record did not indicate that company had anything but full discretion in choosing the equipment used for the project, city did not assist in construction, and city's involvement at planning stage was not enough to trigger a master-servant relationship.

Statute, requiring parties entering into a construction or public works contract with a municipality to furnish proof of general liability insurance coverage if the contract exceeds \$25,000, was not applicable since contract between city and company for the completion of the project did not exceed \$25,000, and thus, construction company employees, who were injured at construction site, could not establish negligence per se claim against city based on this statute.