

# **Bond Case Briefs**

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## **EMINENT DOMAIN - NEW YORK**

### **Incorporated Village of Westbury v. IACO Realty, Inc.**

**Supreme Court, Appellate Division, Second Department, New York - September 16, 2015 - N.Y.S.3d - 2015 WL 5436899 - 2015 N.Y. Slip Op. 06820**

Village brought a condemnation proceeding, and bank, a nonparty, moved to enforce an equitable lien against the village and to hold the village jointly and severally liable for damages for the wrongful payment of condemnation proceeds. The Supreme Court, Nassau County, denied the motion, and bank appealed.

The Supreme Court, Appellate Division, held that:

- Notice of claim requirements of the General Municipal Law applied to bank's claims, and
- Claim accrued for limitations purposes on the date the condemnation proceeds were paid.

Bank's claims against village premised on the wrongful payment of condemnation proceeds sounded in tort, as required for the notice of claim requirements of the General Municipal Law to apply.

Doctrine of equitable estoppel did not apply so as to preclude the statute of limitations defense in bank's action against village premised upon the wrongful payment of condemnation proceeds, where bank did not allege any separate and subsequent act of wrongdoing that prevented it from timely bringing suit.