

Do Indemnity Obligations Cover First-Party Claims, Or Only Third-Party Claims?

The Supreme Court of Texas is considering whether to grant a petition for review to establish whether an indemnity provision covers only third-party claims, not first-party claims, unless the provision unequivocally states otherwise, writes **D.C. Toedt III** in the **On Contracts blog**.

He describes the case of *Claybar v. Samson Exploration LLC*, in which a property owner sued Samson for alleged damage to the property during oil and gas drilling. Claybar settled with Samson's contractor but still claimed Samson was contractually required to indemnify Claybar for the attorney's fees and costs that Claybar had incurred in pursuing his negligence claim.

[Read the article.](#)