

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

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Submitted - April 28, 2009

MARK C. DILLON, J.P.
ANITA R. FLORIO
RUTH C. BALKIN
LEONARD B. AUSTIN, JJ.

2008-10947

DECISION & ORDER

L. Scott Johnson, etc., appellant, v Bryan Robertson,
etc., et al., respondents (and a third-party action).

(Index No. 11686/08)

Frank P. Guarino, Wading River, N.Y., for appellant.

McGovern, Connelly & Davidson, New Rochelle, N.Y. (John A. Vasile of counsel),
for respondents.

In an action to recover damages for breach of contract, the plaintiff appeals from an order of the Supreme Court, Westchester County (Smith, J.), dated October 31, 2008, which denied his motion to vacate a notice of mechanic's lien filed by the defendant Robertson Contracting and granted the defendants' cross motion pursuant to Lien Law §12-a(2) to amend the notice of mechanic's lien nunc pro tunc.

ORDERED that the order is affirmed, with costs.

Contrary to the plaintiff's contention, the misdescriptions in the notice of mechanic's lien did not render the notice jurisdictionally defective and were properly corrected by amendment pursuant to Lien Law § 12-a(2) (*see Manniello v Ghadimi*, 279 AD2d 460; *Matter of Corina Assoc. v McManus, Longe, Brockwehl*, 39 AD2d 613; *Matter of Murdock v Kleist*, 250 App Div 127).

The plaintiff's remaining contentions are without merit.

DILLON, J.P., FLORIO, BALKIN and AUSTIN, JJ., concur.

ENTER:



James Edward Pelzer
Clerk of the Court

June 2, 2009

JOHNSON v ROBERTSON