# 06-1018

# IN THE SUPREME COURT OF TEXAS AUSTIN, TEXAS

D.R. HORTON-TEXAS, LTD.

Petitioner

V

MARKEL INTERNATIONAL INSURANCE COMPANY, LTD.

Respondent

#### PETITIONER'S BRIEF ON THE MERITS

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	2. Did the court of appeals err by conflating "duty to defend" with "duty to indemnify" and holding that because D.R. Horton could not introduce extrinsic evidence to establish a duty to defend, as a
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	James and Cicely Holmes sue D.R. Horton claiming defects in the construction and repair of their house
	D.R. Horton asks Markel and Sphere Drake to defend it against the Holmeses' claims, and they fail to do so
	D.R. Horton sues Markel and Sphere Drake to recover its defense costs and indemnity for its settlement with the Holmeses, and the trial cour renders summary judgment for the insurers
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