

REPORTS
OF
Cases Argued and Determined
IN THE
COURT of CLAIMS
OF THE
STATE OF ILLINOIS

VOLUME 34

Containing cases in which opinions were filed and
orders of dismissal entered, without opinion
for Fiscal Year 1981 — July 1, 1980-June 30, 1981

SPRINGFIELD, ILLINOIS
1983

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PREFACE

The opinions of the Court of Claims reported herein are published by authority of the provisions of Section 18 of the Court of Claims Act, Ill. Rev. Stat. 1977, ch. 37, par. 439.1 *et seq.*

The Court of Claims has exclusive jurisdiction to hear and determine the following matters: (a) all claims against the State of Illinois founded upon any law of the State, or upon any regulation thereunder by an executive or administrative officer or agency, other than claims arising under the Workmen's Compensation Act or the Workmen's Occupational Diseases Act, or claims for certain expenses in civil litigation, (b) all claims against the State founded upon any contract entered into with the State, (c) all claims against the State for time unjustly served in prisons of this State where the persons imprisoned shall receive a pardon from the Governor stating that such pardon is issued on the grounds of innocence of the crime for which they were imprisoned, (d) all claims against the State in cases sounding in tort, (e) all claims for recoupment made by the State against any Claimant, (f) certain claims to compel replacement of a lost or destroyed State warrant, (g) certain claims based on torts by escaped inmates of State institutions, (h) all claims pursuant to the Law Enforcement Officers and Firemen Compensation Act, (i) all claims pursuant to the Illinois National Guardsman's and Naval Militiaman's Compensation Act, and (j) all claims pursuant to the Crime Victims Compensation Act.

A large number of claims contained in this volume have not been reported in full due to quantity and general similarity of content. These claims have been listed according to the type of claim or disposition. The categories they fall within include: claims dismissed without opinions, claims based on lapsed appropriations, claims for replacement of lost or expired warrants, State employees' back salary claims, prisoner and inmates-missing property claims, claims in which orders and opinions of denial were entered, Law Enforcement Officers and Firemen Compensation claims and certain claims based on the Crime Victims Compensation Act. However, any claim which is of the nature of any of the above categories, but which also may have value as precedent, has been reported in full.

OFFICERS OF THE COURT

JOHN B. ROE, *Chief Justice*
Rochelle, Illinois
April 20, 1979—

S. J. HOLDERMAN, Judge
Morris, Illinois
March 10, 1970—

LEO F. POCH, Judge
Chicago, Illinois
June 22, 1977—

ALAN J. DIXON
Secretary of State and Ex Officio Clerk of the Court
January 10, 1977—January 4, 1981

JIM EDGAR
Secretary of State and Ex Officio Clerk of the Court
January 5, 1981—

WILLIAM G. O'ROURKE
Deputy Clerk and Director
Springfield, Illinois
March 1, 1980—Sept. 30, 1981

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**CASES ARGUED AND DETERMINED
IN THE COURT OF CLAIMS
OF THE STATE OF ILLINOIS
REPORTED OPINIONS**

FISCAL YEAR 1981

(July 1, 1980 through June 30, 1981)

(No. 5669—Claimant awarded \$2,838.35.)

**EASTERN ILLINOIS TELEPHONE CORPORATION, Claimant, v. THE
STATE OF ILLINOIS, Respondent.**

Opinion filed August 22, 1980.

RICHARD P. OPSAHL, for Claimant.

WILLIAM J. SCOTT, Attorney General (**WILLIAM E.
WEBBER**, Assistant Attorney General, of counsel), for
Respondent.

FRANCHISE TAXES—*award entered where duplicate payment of franchise taxes was result of wrongful billing.* The Claimant's action arising from the duplicate payment of a franchise tax to the Secretary of State required the award to the Claimant of the duplicate payment, as the circumstances established that the taxes were paid twice due to the error of the Secretary of State with the result that there never could have been payment "under protest" and the denial of an award would allow the Secretary of State to profit from an error.

HOLDERMAN, J.

This case arises as a result of duplicate payment of a franchise tax by Claimant to the Secretary of State of Illinois.

The parties in this case entered into a stipulation of

facts filed in the Court of Claims on March **4, 1975**. Claimant, Eastern Illinois Telephone Corporation, is a corporation resulting from a merger of four separate telephone companies. This corporation was created for the purpose of becoming the surviving corporation of the merger.

As of December **31, 1967**, E.I.T. Corporation had a stated capital of **\$1,000.00** and no paid-in surplus.

After the merger which occurred on January **4, 1968**, E.I.T. Corporation changed its name to the Eastern Illinois Telephone Corporation and had a stated capital and paid-in surplus of the surviving Corporation of **\$2,838,350.00**. This figure was the sum of the stated capital and paid-in surplus of the five separate companies prior to the merger.

The stipulation of facts entered into is as follows (exhibits referred to were attached to the stipulation):

“Now comes the Claimant, Eastern Illinois Telephone Corporation, an Illinois Corporation, by Allen and Korowski and Associates, its attorneys, and the State of Illinois by William J. Scott, Illinois Attorney General, and stipulate to the following:

1. Prior to January **4, 1968** the following four Illinois companies or corporations were operating companies actively engaged in the telephone business in the State of Illinois:

CT & N Telephone Company
 Eastern Illinois Telephone Company
 Hoopston Telephone Company, Inc.
 Champaign County Telephone Company

2. Prior to December **31, 1967** E.I.T. Corporation was incorporated as an Illinois telephone company for

the purpose of becoming the surviving corporation of a merger of the above four corporations with E.I.T. Corporation.

3. On December 31, 1967 E.I.T. Corporation had a stated capital of **\$1,000.00** and no paid-in surplus.

4. On, January 4, 1968 the five companies merged with a stated capital and paid-in surplus totaling **\$2,838,350.00**, this being the sum of the stated capital and paid-in surplus of the five separate companies prior to the merger.

5. Upon merger (January 4, 1968) E.I.T. Corporation became the surviving corporation and the corporation name was changed to Eastern Illinois Telephone Corporation.

6. Following the January 4, 1968 merger a 'Report of Stated Capital and Paid-in Surplus Following Merger or Consolidation' was filed with the Secretary of State, pursuant to Ch. 32, Par. 157.99, 1967 Ill. Rev. Stats. listing the stated capital and paid-in surplus of the surviving corporation to be **\$2,838,350.00** (See Exhibit 1 attached).

7. The Secretary of State then billed the claimant for **\$2,837.35** through their attorney. (See Exhibit 2 attached)

8. By letter dated February 2, 1968 from claimant's attorney, Jon R. Lind, of Isham, Lincoln and Beale, attached hereto as Exhibit 3, claimants were informed, in part, as follows:

'Also enclosed is a copy of a letter which I just received from the Secretary of State requesting an additional check for **\$2,837.35** in payment of the franchise tax for the surviving company. This amount covers the franchise tax from July 1, 1968 through June 30, 1969. When you receive the Annual Report form for E.I.T. Corporation, you should file it showing the stated capital of **\$1,000.00**, since the annual report refers to the status of the corporation as of December 31, (sic) 1972' (actually 1967).

9. The information and instructions contained in Mr.

Lind's letter cited in paragraph 8 above were true and correct.

10. The claimant then paid an 'additional franchise tax' of **\$2,837.35** (Exhibit 4), said additional franchise tax being paid pursuant to Ch. 32, Par. 157.131 (c), 15'7.133, 1967 Ill. Rev. Stats. on the increase in the stated capital and paid-in surplus of the four operating companies being added to the \$1,000.00 of stated capital of the former E.I.T. Corporation. (See Exhibit 5 attached)

11. As per paragraph 10 above, the pertinent part of Ch. 32, Par. 157.131 (c) reads as follows:

“ * * * ; and in addition, if the merger or consolidation becomes effective on or after January 1 and before July 1 of any year, the surviving or new corporation shall be liable for a further additional franchise tax (1) on the increased amount represented in this State of the resulting stated capital and paid-in surplus of the surviving corporation over the amount of its stated capital and paid-in surplus immediately prior to the merger, * * * ”.

12. Upon receipt of the Annual report form mentioned in Mr. Lind's letter, as set forth in Par. 8 above (Exhibit #3), the claimant, contrary to Mr. Lind's instructions, altered the form by crossing out the name 'E.I.T. Corporation' and inserting the name 'Eastern Illinois Telephone Corporation', and instead of submitting the 'Annual Report' form on the **\$1,000.00** stated capital of E.I.T. Corporation as of December 31, 1967, the claimant filled it out in such a way as to indicate that 'Eastern Illinois Telephone Corporation' had **\$2,838,350.00** in stated capital and paid-in surplus on December 31, 1967. (See Exhibit 6 attached)

13. As per the information contained in the erroneous Annual Report above referred to, the Secretary of State billed the Claimant for **\$2,838.35** (Exhibit 7 attached hereto).

14. In accordance with the billing referred to in Par.

13 above the claimant paid without protest the sum of **\$2,838.35** by check dated May 17, 1968. (Exhibit No. 8 attached hereto)

15. By letter dated May 24, 1968, Eastern Illinois Telephone Corporation informed the Secretary of State of claimant's mistake and requested a blank Annual Report form for the purpose of filing an Amended Report. (Copy attached as Exhibit 9)

16. After a search of their records the Secretary of State's office answered by letter dated June 18, 1968 informing claimant that their remedy lies with the Court of Claims. (Copy attached as Exhibit 10)

17. This stipulation of facts is submitted by the parties hereto in lieu of a hearing, which is hereby waived.

18. The parties hereto agree to follow this stipulation with the submission of briefs in accordance with Rules 17, 18 and 19 of this Court."

According to the stipulation, the Secretary of State, under date of February 1, 1968, billed the corporation for a franchise tax in the amount of **\$2,837.35**. This payment was made by Claimant by check dated January 31, 1968. Subsequently thereto, as shown by Exhibit 6, Claimant paid a **\$15.00** fee which covered the filing fee required for the annual report of Claimant.

The Secretary of State's office, under date of May 15, 1968, sent Claimant a second bill for **\$2,838.35** even though the State had already collected once for the same period of time. This bill was paid by Claimant on May 17, 1968.

When Claimant discovered the error of its second payment, it wrote to the Secretary of State's office and

requested a refund at which time it was informed by the Secretary of State's office that their only recourse would be to secure a refund through the Court of Claims.

Respondent takes the position that due to the fact that the tax was not paid under protest by Claimant, Claimant is not in a position to receive any refund from these transactions.

Claimant's position is that the overpayment is the result of wrongful billing by the Secretary of State's office and they should be refunded one payment.

In the case of *Savin Business Machines Corp. v. State*, 30-CC-612, this Court set forth the principle that under the facts set forth there, no refund of taxes voluntarily paid could be made unless they were paid under protest.

While we adhere to that decision, it is our opinion that the present case is unusual. Here, the taxes were paid by inadvertence as the result of an error by Respondent. There would never be a second payment "under protest" in a case of this sort.

To sustain the position of Respondent that the Claimant is not entitled to any relief would put the Court in a position of approving a double payment of this franchise tax. This would result in a situation with serious consequences. Certainly, this Court should not knowingly encourage, aid or abet the Respondent in profiting from an error. This would be unconscionable.

Award is hereby entered in favor of Claimant in the amount of \$2,838.35.

(No. 5899—Claimant awarded \$3,721.92.)

THE ELEGANTE LADIES' APPAREL, INC., Claimants, v. THE STATE OF ILLINOIS, Respondent.

*Supplemental opinion filed October 28, 1980.**

HOAGLAND, MAUKER, BERNARD AND ALMETER, for Claimant.

HOSPITALS AND INSTITUTIONS—award increased on Court's own motion.

On the Court's own motion, the award ordered in an earlier opinion is increased to reflect the amount which was fully and adequately substantiated by the evidence in an action based on an escape followed by subsequent damages due to a fire caused by the escapee of a State hospital.

ROE, C. J.

This cause coming on to be heard on the Court's own motion to modify the award ordered in the Opinion dated May 2, 1980, issued by the Court in this claim;

The court hereby finds:

1. That the amount awarded Claimants in the instant claim was erroneously entered as **\$8,640.03**.
2. That the correct amount which should have been awarded Claimants, as fully and adequately substantiated by the evidence in this case, is **\$12,361.95**.
3. That the award in the instant claim should be increased by **\$3,721.92**.

It is hereby ordered that **\$3,721.92** be, and hereby is, awarded to Hoagland, Maucker, Bernard & Almeter on behalf of the Claimants in The Elegante Ladies' Apparel, Inc., et al., Case No. **5899**.

*The original opinion in this case is published at 33 Ill. Ct. Cl. 13.

(No. 6136—Claimant awarded \$12,000.00.)

JOHN T. THOMAS, Claimant, v. THE STATE OF ILLINOIS;
Respondent.

Order filed March 21, 1980.

Order on petition for reconsideration filed May 27, 1980.

Order on petition for reconsideration filed August 22, 1980.

GOMRIC AND STRELLIS (JACK A. STRELLIS, of counsel),
for Claimant.

PRISONERS AND INMATES—*Claimant awarded recovery and attorney fees for time “unjustly served in prison”.* The statutory amendment requiring awards for time “unjustly served in prison” to be granted only when a pardon is issued by the Governor is not to be applied retroactively, and therefore the Claimant was entitled to recovery for time he served in prison as the appellate court reversed his conviction for felony murder and Claimant was also entitled to an award of attorney fees.

HOLDERMAN, J.

Complainant seeks recovery for time “unjustly served in prison” under the provisions of Ill. Rev. Stat. 1969, ch. 37, par. 439.8(c). That section provided as follows:

“The Court shall have exclusive jurisdiction to hear and to determine the following matters:

(c) All claims against the State for time unjustly served in prisons of the State where the persons imprisoned prove their innocence of the crime for which they were imprisoned; provided, the Court shall make no award in excess of any of the following amounts: for imprisonment of five years or less, not more than \$15,000.00* * * and provided further, the Court shall fix attorney fees not to exceed twenty-five percent (25%) of the award granted.”

The events in this case were in the following sequence:

On January 4, 1968, Claimant was indicted by a grand jury in Cook County on 3 counts of murder. At the close of the case 2 counts were dismissed and the only count remaining was “felony murder”. The gist of this charge was that one John S. Benson was shot and killed by a companion of Claimant while the two of them were

attempting a robbery. He was found guilty and on February 16, 1968, was sentenced to a term of not less than 20 nor more than 40 years.

The Claimant appealed and on June 26, 1970, the Appellate Court reversed without remand.

On August 14, 1970, after 34 months confinement, Claimant was released.

Thereafter, on May 14, 1971, he filed his claim before this Court and a hearing was held before the Commissioner on May 4, 1972.

The difficulty comes in interpreting the effect of an amendment to Ill. Rev. Stat. **1969**, ch. 37, par. 439.8(c) which was effective on October 1, 1972, after the hearing herein but before final disposition. The section as amended provides:

“(c)All claims against the State for time unjustly served in prison of this State where the persons imprisoned shall receive a pardon from the Governor stating such pardon is issued on the grounds of innocence of the crime for which they were imprisoned.”

In the instant case, no pardon was applied for. The State argues that the amended act should be applied retroactively. We have held to the contrary. *Harpstreith v. State*, 30 Ill. Ct. Cl. 546. There we held that since the statute made no reference to applying retroactively (as was the case in the Court of Claims Act of New York) we would not do so.

The State refers to *McCray v. State*, 73 Ill. Ct. Cl. 64, and *Dillard v. State*, 73 Ill. Ct. Cl. 65. In these 2 cases, the amendment to section 8(c) of the Court of Claims Act became effective before the claims were filed here. Even so, we did not dismiss the cases but continued them generally to give the Claimants time to ask for a pardon.

Further we have the case of *Hammond v. State*, No.

5894, June 16, 1977, where the facts were similar to this case now before us. There we held that the claim wits “to be decided under provisions of Section 8 of the Court of Claims Act as in effect prior to its amendment by Public Act 77-2089 effective October 1, 1972.”

We therefore deny the motion of Respondent to dismiss and hold that the prior act before amendment controls here, under the sequence of facts we have listed above.

The testimony of the witnesses is set forth in *People v. Thomas*, 127 Ill. App. 2d 134, 262 N.E. 2d 233. Thomas and Robinson entered a tavern and Robinson fired the shot that resulted in a murder. However, the Court pointed out that there was no evidence of an attempt to commit a robbery and since the underlying crime was not proved, a conviction of felony murder was not warranted. The Claimant maintained throughout, and it was uncontradicted, that no communication of any robbery was ever made by the 2 men; that Robinson just walked up and shot the victim while the Claimant stood at the doorway. They entered the store solely for the purpose of purchasing some beer according to Thomas. He testified that he had no idea that Robinson was going to fire a shot. The Appellate Court agreed that the testimony favored his testimony.

The facts are sufficient to warrant an award.

We enter an award of \$10,000.00 to Claimant and allow in addition the sum of \$2,000.00 for attorney fees.

ORDER ON PETITION FOR RECONSIDERATION
HOLDERMAN, J.

This matter comes before the Court upon Respon-

dent's petition for reconsideration of order granting award and the Claimant's reply to said petition.

Respondent's petition states that Claimant, at the time of the hearing, had not secured a pardon from the Governor as was necessary. The file in the possession of the Court contains a copy of the pardon that was issued to Claimant on the 16th day of December 1977. The Court believes, in the interest of justice, it should not order a new hearing to introduce the pardon but should rely upon the pardon and hereby overrules that part of Respondent's petition for reconsideration dealing with said pardon.

The Respondent's petition also states that the Court shall fix attorney fees, not award attorney fees, and that said fees shall **be** fixed as a percentage of the award granted.

It is hereby ordered:

That the Court's previous order of March 21, 1980, granting Claimant an award in the amount of \$10,000.00 is reaffirmed and Claimant's claim for attorney fees heretofore granted is now denied.

ORDER ON PETITION FOR RECONSIDERATION

HOLDERMAN, J.

This matter comes before the Court upon Claimant's petition for reconsideration of order of May **27**, 1980.

This Court, upon review of the file in this matter, enters an award in the amount of \$12,000.00 and fixes attorney fees in the amount of \$2,000.00.

(No. 6367—Claim denied.)

DENNIS O'DONNELL, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Order filed May 27, 1980"

CORBOY AND KOTIN, for Claimant.

FRENCH AND ROGERS, for Respondent.

NEGLIGENCE—when res ipsa loquitur is applicable to medical malpractice case. The doctrine of *res ipsa loquitur* is applicable to a medical malpractice case only upon a showing that the instrument involved was under the exclusive control of a party charged with negligence, the occurrence was such that in the ordinary course of things it would not have happened if the person so charged had used proper care, and the injury was not a result of negligence of the injured party.

SAME—medical testimony failed to establish that x-ray treatments for a brain tumor caused cataracts on Claimant's eyes. The evidence presented, including expert medical testimony, failed to establish that the cataracts on Claimant's eyes **would** not have occurred unless Respondent had deviated from the standard of *care* in administering x-ray treatment for Claimant's brain tumor without the use of eye shields.

HOLDERMAN, J.

Claimant filed his claim against the State of Illinois alleging that the negligence of the employees of Illinois Research Hospital in the treatment of Claimant for a malignant brain tumor was responsible for cataracts on his eyes.

Claimant was born on November 29, 1949. He graduated from high school in 1968 and went to Harper Junior College for one year.

Prior to July of 1969, his condition of health was excellent. While he was in college, he noticed he had double vision and in July of 1969 Claimant entered the University of Illinois Research Hospital for treatment of what was eventually diagnosed as a brain tumor.

* "On January 16, 1981, the Court denied the petition for rehearing and on March 30, 1981, the Court denied the motion for a new trial and dismissed the cause."

While hospitalized, the neurosurgery department of Respondent hospital referred Claimant to the x-ray department of Respondent hospital to treat him for a mass or brain tumor in the third ventricle, which is located in the middle of the head. Claimant was given forty-seven x-ray and cobalt treatments over a ninety-two day period. The treatments were evenly split between four fields or portals of entry: the forehead, the back of the head and each side of the head.

When Claimant received radiation from the frontal position, he received it two inches above the eyebrow. The field was not to include the two eyes. Claimant, at no other time in his life, received radiation treatments. He received six treatments on the cobalt machine and forty-one treatments on the x-ray machine. Claimant received 300,000 volt x-rays.

During the period of his treatment, no protective shields or other devices were ever put over his eyes nor was his head ever held immobile when he received the radiation or cobalt treatments.

After these treatments and the tumor had been destroyed, Claimant went to see an ophthalmologist relative to his eyes. The ophthalmologist, Dr. James McCarthy, informed Claimant that he had cataracts. He described them as "typical irradiation cataracts" which means that they were formed as a result of ionizing radiation.

It was Dr. McCarthy's opinion that the cataracts were formed as a result of the treatments which destroyed the tumor. Dr. McCarthy, as stated, is an ophthalmologist, and is not a specialist in radiology.

Edwin Liebner M. D. was one of the two witnesses who testified for Respondent. His title is head of the

therapeutic radiation division of the Department of Radiology at Respondent's hospital. He has been employed for the University of Illinois for the past twenty-five years and is board certified in radiology.

According to Dr. Liebner's testimony, Claimant's eyes were not anywhere in the direct field of radiation when the treatments were being given. He personally gave Claimant some of the treatments but he did not give him the entire treatment. His opinion, in direct contrast to the opinion of Claimant's ophthalmologist, was that the cataracts were caused by the cortisone therapy and not by the radiological treatments.

Dr. Liebner testified that under certain conditions they did use shields to protect the eyes but they did not do so in the present case because they would have performed no useful function.

Dr. Oscar Sugar was the other witness who testified for Respondent. He testified that he had seen approximately six hundred patients who were treated by radiation and had never witnessed a case of cataracts which were asserted to be related to the radiation therapy given. Dr. Sugar, chief of the Neurosurgery Department of the University of Illinois hospital and board certified since 1950, testified that the tumor of Claimant was attached to the pineal body and located in the very center of the brain. Dr. Sugar further testified that the causes of the cataracts could have been the radiation therapy, muscular dystrophy which had been diagnosed in the Claimant at the age of four, or steroid therapy which was part of the treatment of the brain tumor. He stated he did not know which caused the cataracts.

In Dr. Liebner's testimony, he stated he was familiar with eye shields and these shields, when used, are slid under the eyelids to cover the cornea and the lens. He

further testified that the use of eye shields was not indicated in the treatments received by Claimant in 1969. He testified that the only time eye shields are used, and only one eye shield is used at a time, is when the tumor is near the eye or growing close to the eye which would place the eye in direct line of radiation. He stated that in Claimant's case, the eyes were not in the direct field of radiation. He further stated that if eye shields had been used, the Claimant would undoubtedly have developed a corneal ulcer.

The testimony of the two doctors employed by the University of Illinois was in direct conflict with that of Claimant's ophthalmologist. Both of Respondent's doctors were board certified in radiology.

Claimant alleges that the doctrine of *res ipsa loquitur* is applicable in this case and under that doctrine, Respondent is responsible for damages alleged to have been caused by the radiation treatments. The doctrine of *res ipsa loquitur* is applicable in a medical malpractice case only upon a showing that (1) the instrument involved was under the exclusive control of the party charged with the negligence; (2) the occurrence was such that in the ordinary course of things it would not have happened if the person so charged had used proper care; and (3) the injury was not a result of the negligence of the injured party. See *Spidle v. Steward* (1979), 68 Ill. App. 3d 134. This case lays down the rule that *res ipsa loquitur* will not be invoked against a surgeon merely because he performed an operation upon a non-negligent patient and got an unusual result. Claimant cites *Johnson v. Marshal*, 241 Ill. App. 80, as being right on the point of *res ipsa loquitur*. In that case, Claimant introduced expert medical testimony that the injuries suffered by him would not have occurred unless the defendant had deviated from the applicable standard of care.

In the instant case, there is no evidence, expert or otherwise, that the cataracts which formed in Claimant's eyes would not have occurred unless Respondent had deviated from the standard of care.

In 49 Ill. App. 3d 539, the rule was laid down that in medical malpractice action, plaintiff must establish by expert testimony standard of care imposed upon defendant and then show by affirmative evidence unskilled or negligent failure to comply with such professional criterion which resulted to injury to plaintiff.

In the present record, there is not any medical testimony by a board certified radiologist that the acts of Respondent caused the injury complained of. .

It is the opinion of this Court that Claimant, having failed to meet the burden of proof required, is not entitled to an award.

Claim denied.

(No. 7076—Claimant awarded \$25,000.00.)

VIRGINIA MEADE *et al.*, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed January 16, 1981.

BROWN, KAPLAN & SHINITZKY (EDWIN J. SHINITZKY, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SAUL R. WEXLER, Assistant Attorney General, of counsel),. for Respondent.

HIGHWAYS—dangerous conditions. The State may be responsible for damage that occurs as a result of an accident which happens because of the

failure to warn the traveling public of a dangerous condition or where warning devices are not operating at the time of the accident.

SAME—slippery bridge. The maximum award was granted the Claimant for the death which occurred as a result of an accident on a State built and maintained bridge which was defective in that it became very slippery when wet, since the State had notice of the condition by reason of numerous accidents on the bridge in a short time and the only warning sign was the customary "Bridge Slippery When Wet".

HOLDERMAN, J.

This matter arises in tort due to an accident on the State built and maintained bridge on Route 1—80 across the Rock River in Rock Island, Illinois, on September 5, 1971.

The death claim arose as a result of an alleged speeding up of a previously undiagnosed cancer condition. The death occurred several months after the accident, at which time the maximum allowable by statute was \$100,000.00. At the time the accident occurred on September 5, 1971, the limitation was fixed by statute at \$25,000.00.

This case was tried upon a stipulation of facts entered into between the parties hereto. The surface of the bridge in question was alleged by Claimant to have been defective in that it became very slippery when wet and that, as a result of the slippery condition, the accident resulted in the death of the deceased.

The evidence shows that there had been numerous accidents under similar conditions and that the State was well aware of these conditions. The evidence also indicates that an investigation was made by the State of the material used in the bridge and, as a result of said investigation, the material was removed and replaced by another material. Claimant alleges that, according to State Police reports, there had been fourteen similar accidents in a relatively short period of time upon this

particular bridge surface and, as a result of these accidents, the State should have known of the dangerous condition and should have taken precautions to alert and warn the traveling public of the extraordinarily dangerous condition of the bridge surface. The evidence further discloses that the only warning signs were the customary “Bridge Slippery When Wet.”

Claimant’s brief cites the case of *Bovey v. State of Illinois*, 22 Ill. Ct. Cl. 95. This case is one practically on point with the present case. In the *Bovey* case, the Court held there had been many complaints about the dangerous condition of an existing surface on a bridge and that the State had actual notice of the hazardous condition of the bridge floor, especially the hazard existing during the periods wherein the bridge was icy and slick. In this case, as in the present case, the surface that contributed to the accident in question was replaced.

In the *Bovey* case, the Court held that it was the duty of the State to warn the motoring public of the hazardous condition of the steel bridge which became icy and slick on occasions when the approaching highway and other bridges in the area did not become icy. The Court further held that a sign reading “Bridge Slippery When Wet—Frosty” was not sufficient warning when no outward evidence of frost or ice was apparent to the motoring public.

In the present case, the bridge became dangerous when slippery or wet, and yet despite numerous accidents when the bridge was slippery and wet, the State had done little to warn or protect the traveling public of the dangerous situation.

In 22 Ill. Ct. Cl. 126, this Court held that where an accident was caused because the warning devices were not operating at the time of the accident, the State was

responsible for the damage that occurred as a result of the accident because of the failure to warn the traveling public of the dangerous condition.

It is the opinion of the Court that the State was negligent, that the negligence was the proximate cause of the accident, and that no conclusive proof was shown of any contributory negligence on the part of Claimant, who sustained the injuries and later died.

It is also the opinion of the Court that the limitation on the amount fixed by statute is \$25,000.00, which was the maximum allowable at the time the accident occurred, and is the amount of recovery available to Claimant.

It is the further opinion of the Court that no wrongful death was proven herein.

Claimant, Virginia Meade, is hereby awarded the amount of \$25,000.00, less \$13,500.00 she has previously received on a covenant not to sue, or a net award in the amount of \$11,500.00.

(No. 7077—Claimant awarded \$14,881.58.)

PREMIER TRUCKING SERVICE Co., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed January 16, 1981.

BROWN, KAPLAN & SHINITZKY (EDWIN J. SHINITZKY, of counsel), for Claimant.

TYRONE FAHNER, Attorney General (**SAUL R. WEXLER**, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—slippery bridge. The Claimant was granted an award of \$14,881.58, less a set-off of \$2,500.00, for damages which occurred as a result

of an accident on a State built and maintained bridge which was defective in that it became very slippery when wet, since the State had notice of the condition by reason of numerous accidents on the bridge in a short time and the only warning sign was the customary "Bridge Slippery When Wet".

HOLDERMAN, J.

This matter arises in tort due to an accident on the State built and maintained bridge on Route **1-80** across the Rock River in Rock Island, Illinois on September **5**, 1971.

This case was consolidated with the case of *Virginia Meade v. State of Illinois*, No. **7076**. The opinion in that case sets forth the findings of the Court relative to the alleged negligence of the State in the proper care and maintenance of the structure where the accident occurred and the question of negligence on the part of the State in not providing adequate warning to the traveling public.

It is the opinion of this Court that the opinion rendered in Case No. **7076** adequately disposes of the facts, with the exception of the amount of the award.

The Court finds that the State was negligent in the construction of the bridge and in its failure to give adequate warning to the traveling public.

Claimant is hereby awarded the amount of **\$14,881.58**, less a set-off of \$2,500.00, or a net award in the amount of **\$12,381.58**.

(No. 73-CC-0451—Claimant awarded \$3,250.65.)

MICHAEL J. BURNS, JR., Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed December 30, 1980.

LIVINGSTONE, MUELLER, DRAKE AND DAVLIN (ROBERT E. DAVLIN, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—award granted for injury caused by protruding piece of metal on bleacher seats at State Fairgrounds. The Claimant was granted an award for his medical expenses and pain and suffering resulting from the injuries he sustained when his leg struck a protruding piece of metal on a bleacher seat at the State Fairgrounds grandstands while he was exiting a show at the grandstand, as the evidence established that the State had control and supervision of the grandstands and was negligent in permitting the protrusion from a bleacher seat in a dimly lit area where people were known to be walking.

ROE, C. J.

Claimant Michael J. Burns, Jr. has brought suit against the State of Illinois for negligence in the ownership, maintenance, control and repair of the grandstand at the Illinois State Fairgrounds in Springfield, Illinois. Claimant must show that the State was negligent, that the negligence of the State proximately resulted in an injury to the Claimant, that the Claimant was in the exercise of due care at the time of the incident alleged and that the Claimant was injured and sustained damages.

On August 21, 1971, the Claimant, then 69 years of age, was at the Illinois State Fairgrounds with a friend attending the Lawrence Welk show. At approximately 10:30 p.m., when leaving the track area and passing in front of the grandstand, in a dimly lit walkway, the Claimant struck his right shin on a protruding piece of angle iron steel. The steel protruded a distance of 4 to 6

inches into the walkway area from a lower bleacher seat. At the time of the accident, the aisleway or walkway was crowded with patrons leaving the show. The blow to Claimant's right leg caused him to fall. He was, however, able to continue walking and later noticed a large area of blood on his right leg. He was treated at St. John's Hospital in Springfield, Illinois and incurred bills for treatment. Claimant testified that he later suffered an infected hematoma to his right leg which was drained by a doctor. His right shin and leg yet remains painful and he experiences pain as much as three days a week.

The Claimant proved by a preponderance of the evidence that he was in the exercise of due care while leaving the Illinois State Fairgrounds grandstands when he passed by a low bleacher seat and was injured when his right leg struck a protruding piece of metal. The evidence in this case shows that the area where the piece of metal protruded into the walkway was dimly lit. The evidence further showed that the control, maintenance and supervision of the grandstands at the State Fairground is the exclusive responsibility of the Respondent. The Respondent was negligent in permitting the angle iron steel protrusion from a lower bleacher seat in a dimly lit area where people were known to be walking and exiting the grandstand area.

Claimant testified that he was proceeding in a normal manner to exit the grandstand area and was not engaged in any conduct which would amount to a lack of due care on the part of Claimant.

The evidence showed that Claimant was injured seriously and that he incurred medical expense in connection with that injury in the amount of \$250.65. The uncontradicted evidence shows that Claimant has had

pain and discomfort ever since the accident, for which he is entitled to recover.

It is hereby ordered that Claimant be awarded the sum of **\$250.65** for his medical expenses incurred plus the sum of \$3,000.00 for his pain and suffering and the other elements of damage for which he is entitled to be compensated in connection with his personal injury, for a total award of **\$3,250.65** (three thousand two hundred fifty dollars and sixty-five cents).

(No. 73-CC-0467—Claimants awarded \$33,861.75.)

NATIONAL BANK OF BLOOMINGTON, Admr. of the Estate of James Hinthorn, Deceased, and DALE J. HINTHORN, Claimants,
v. THE STATE OF ILLINOIS and THE DEPARTMENT OF TRANSPORTATION, Respondents.

Opinion filed July 28, 1980.

DAVID V. DORRIS, for Claimants.

WILLIAM J. SCOTT, Attorney General (**WILLIAM E. WEBBER**, Assistant Attorney General, of counsel), for Respondents.

HIGHWAYS—State's duty to maintain highways. Although the State is not an insurer of all accidents which occur on a highway, the State does have an obligation to keep its roads in a reasonably safe condition and the duty to place adequate signs warning of unusual conditions which motorists may encounter.

SAME—duty to warn of dangerous condition. The State was guilty of failing to warn the decedent and the traveling public in general of the dangerous condition which existed at the scene of the fatal accident due to the water covering the highway, as the evidence showed that no warning signs or devices were on the highway.

NEGLIGENCE—proximate cause clearly established. Eyewitness testimony established that the accumulation of water on the highway was the proximate cause of the fatal accident.

CONTRIBUTORY NEGLIGENCE—*Claimants met burden of proving absence of contributory negligence. The evidence adequately showed that decedent was not contributorily negligent at the time his vehicle encountered a portion of the highway which was covered with water and lost control of his vehicle and collided with an oncoming truck.*

DAMAGES—*presumption of loss in cases of wrongful death. There is a presumption of pecuniary loss in favor of lineal heirs of deceased in wrongful death cases arising from relationship alone, but where the next of kin are collaterals, their damages are only such as are proved.*

ROE, C. J.

This cause is before the Court on the motion of the Claimants for judgment on the pleadings which was filed March **21, 1980**. No response to said motion was filed by the Respondent. A hearing was held on May **25, 1979** before Commissioner Richard Parsons. Following the hearing both parties were to file abstracts of the testimony, briefs, and arguments. Rule **18** of the Rules of the Court of Claims provides that these documents must be filed by the Claimant on or before sixty days after all evidence has been completed and filed by the Clerk of the Court, which was done. The Respondent has not filed anything since the hearing, the date for filing having long since come and gone. Although the Claimants had originally requested oral argument before the full Court, we now find that they have waived such request by their motion for judgment on the pleadings and letter acknowledging as much.

The claim is based on alleged negligence of the Department of Transportation and the State of Illinois. It has been brought by the administrator in behalf of the real parties in interest as well as in behalf of the estate of James Hinthorn, deceased, and the real parties in interest are as stated in the complaint to be: surviving father of decedent, Dale J. Hinthorn; surviving mother of decedent, Mary **H.** Hinthorn; surviving brother of decedent, Gary Hinthorn; surviving brother of decedent, Steven G. Hin-

thorn, and another surviving brother, Robert D. Hinthorn. Claimants' decedent was killed following a head-on collision when he lost control of his automobile after encountering standing or running water on Illinois Route 9 east of Bloomington, Illinois. The accumulation of water was due to rainfall prior to the time of the collision. The decedent's car went out of control upon entering the water and the collision took place with a truck in the opposite lane of the two lane highway.

After reviewing the complete record in this case we find the Claimants to have proved a *prima facie* case. The Assistant Attorney General informed the commissioner that he had no defense witnesses and preferred to keep his defense secret, but would set out his defense in his brief — which has not been filed.

We have consistently maintained that in cases such as the one at bar Claimant must show that the State was negligent, that such negligence was the proximate cause of the injury, and that Claimant (or Claimant's decedent as in this case) was free from contributory negligence.

The duty of the State in such cases has also been stated many times in the past. Although the State is not an insurer of all accidents which occur on a highway, it does have an obligation to keep its roads in a reasonably safe condition and the duty to place adequate signs warning of unusual conditions which motorists may encounter.

The testimony of the Claimants' witnesses at the hearing was as follows: Norman Hinkle, a ten year veteran of the Illinois State Police who had training and much experience in accident investigations, investigated the accident. He stated that it occurred on Illinois Route 9, approximately 12 miles east of Bloomington. He described the road as being a two lane highway running

east and west with rough jagged shoulders and numerous potholes. Irma Lee Brown who lived on a nearby farm also described the pavement as having been in poor condition.

The testimony indicated that heavy rainfall had occurred. Officer Hinkle said it was a rainy day and that it had rained prior to the accident. This statement was corroborated by Ms. Brown. Earl Felts, the driver of the truck involved in the collision and an occurrence witness, said he had his windshield wipers on at the time of the accident.

It was also shown that there was water on the pavement at the time and place of the accident. Mr. Felts testified that he pulled his truck over to the side of the road to let oncoming traffic proceed more easily. He stated that the accumulation **was** eight to ten inches deep and covered approximately **75** to 100 feet of the highway at the time of the accident. Officer Hinkle stated that when he arrived at the scene he saw water on the pavement over six inches deep which covered both lanes for "quite a distance" but did not say exactly the distance covered.

Furthermore, the State had notice of the dangerous condition. Evidence indicated that it was a recurring condition and that it was the practice of the State to place temporary warning signs near the accident site whenever water accumulated. Officer Hinkle stated that he had patrolled this section of highway for a considerable period of time before the accident and had driven over the area following heavy rainfalls. He further testified to having seen standing water on the same site on prior occasions. On direct questioning he said the water was gone by the time the accident had been cleared away. On cross-examination he explained that water would

accumulate while it was raining and after the rain slacked off it would drain away slowly, probably taking two hours to disappear. It was his practice in the past, he said, that when he saw standing water on the site he would call it in by radio and request that signs be posted.

Ms. Brown stated she had lived near the site for **28** years and had observed standing water at the same location on prior occasions. She explained that the water drained off slowly following rain. The normal amount of time it took to drain off varied depending on the amount of rain and saturation of the soil. In the past she said that temporary lighted signs were placed on the highway to warn motorists.

Mr. Felts testified on cross examination that he had travelled the highway in both directions for several years and had seen water running across the road at that one particular spot on prior occasions.

Mable Spaid who lived near the scene testified that she frequently drove past the accident site and had witnessed standing or running water there three or four times a year.

Dale and Mary Hinthorn, parents of the decedent, stated they travelled Route 9 a couple of times a week and had observed standing water at the scene at least three or four times a year.

We also find that Respondent failed to warn the traveling public of the dangerous condition in that it did not place any warning signs or devices on the highway to apprise the public of the dangerous condition. Officer Hinkle testified that he did not see any signs in the vicinity of the accident and did not believe there were any. Mr. Felts testified that he saw no warning sign whatsoever. Mable Spaid who lived a short distance from the road and travelled to Bloomington a few hours

after the accident stated she did not remember seeing any such warning signs while en route. Mary Hinthorn and Dale Hinthorn, parents of decedent, testified to having travelled to the accident site upon being notified of the accident and stated they did not see any signs. Ms. Brown stated there were no signs placed near the site prior to the accident. Although we note that some of the testimony is inconclusive in that Mr. Felts was coming from a different direction than decedent, Ms. Spaid passed by the site after the accident, the Hinthorns were understandably upset, and this portion of Ms. Brown's testimony was discredited on cross examination, we believe that, viewing the record as a whole, Claimant met its burden of proof on this issue. We also note that Respondent offered no witnesses to contradict any of the testimony.

Proximate cause of the accident was clearly established by the eyewitness testimony of Mr. Felts, the driver of the truck involved. He stated that when the decedent's vehicle came in contact with the water, it planed, went off the pavement and into a ditch, came out of the ditch and crashed into his truck head on.

The next element of the Claimants' case which must be shown is that decedent must not have been contributorily negligent in causing the injuries complained of. We find that Claimant has met its burden with respect to this requirement also. Officer Hinkle testified that the speed limit over that particular stretch of highway was 60 miles per hour and it was his opinion that 45 miles per hour would have been a safe driving speed under the conditions. Mr. Felts testified that the decedent was not traveling over 50 miles per hour. The evidence also indicated that the area around the accident site was hilly and there was a hill a short distance away from the water. Thus a person traveling in the direction of decedent

would not be able to see the water until he was almost upon it. The testimony also indicated decedent was following another car and therefore his vision was further reduced. The record also indicates that decedent was unfamiliar with the road and had not travelled it frequently. Even if decedent had been more familiar with the road he would have been accustomed to seeing warning signs as that was shown to have been the normal situation when flooding occurred.

The facts in the case at bar are clearly distinguishable from those in *Reidy v. State*, No. **5602**, filed September **11, 1975** and *Brockman et al. v. State*, No. **6005**, filed September **11, 1975**. In *Reidy* the Claimant sought damages for personal injuries sustained when he drove his car into an accumulation of water on a State highway and collided with another auto coming from the opposite direction. The distinguishing facts in *Reidy* are (1) that Claimant was traveling on the wrong side of the two lane road, (2) that there was no evidence of prior rainfall and no proof as to how the water accumulated, (3) that there was no actual notice of a dangerous condition to the State even though the highway was patrolled twice daily, (4) that there was no knowledge of prior flooding and the road was in good repair, and (5) Claimant should have been able to see far enough ahead to reduce speed accordingly. In *Brockman*, a car was also driven into a patch of water resulting in personal injury. *Brockman* differs from the instant case in that the State had no notice of the dangerous condition.

The last item which must be proven to sustain a claim based on negligence is damage. There was evidence of special damages, count two of the complaint: **\$2,015.10** for funeral bills and **\$2,491.75** for medical care totalling **\$4,506.85**. On cross examination Mr. Hinthorn stated that a portion of that sum had been paid with insurance

proceeds. It has long been the rule in this Court that the State is entitled to a setoff of the amount of insurance proceeds paid to Claimants, the reasoning being that there can be but one satisfaction of any claim. There is nothing in the record before us to allow us to make a determination as to the proper amount to be set off. We find that the Respondent failed to sustain its burden with respect to this issue and therefore we make no deduction in the amount of the award for that set off. However, we note that only \$3,861.75 was claimed in count two and we will not award more than the amount claimed.

Other evidence with respect to damages in this case is sparse. In the Claimants' brief they quote from a pattern jury instruction. Although we recognize that Claimants have cited it for authority as to the elements and presumptions that they argue should be taken into consideration, we reaffirm what Judge Burks said in *Steen v. State* (1973), 29 Ill. Ct. Cl. 111. The thrust of his opinion was stated thus:

We do not believe that the legislature intended this Court, in granting awards, to be guided by any speculation as to the amount a jury might award in a similar case, if the State were suable in the Circuit Court. Supra at 112.

There is a presumption of a pecuniary loss in favor of the lineal heirs of the deceased in a wrongful death accident arising from the relationship alone. This presumption is sufficient to sustain a verdict and judgment awarding substantial damages without proof of actual loss. However, where the next of kin are collaterals, their damages are only such as are proved. *Hall v. Gillins*, 13 Ill.2d 26, 147 N.E.2d 352; *Ferraro v. Augustine*, 45 Ill. App. 2d 295, 196 N.E.2d 16; *Burgett v. State*, 30 Ill. Ct. Cl. 510; *Jodlowski v. State*, 26 Ill. Ct. Cl. 66.

The record in this case indicates that the decedent was beginning his first semester at Illinois State University. He had been an honor student in high school. Although

he was not employed at the time of his death, he had previously worked during the summers at a grocery store. He also had worked on various farms in the area. Further, the Claimants established that James Hinthorn was in good health, close to his family, and had provided substantial help to his parents in the past.

This Court has frequently stated that there is no fixed rule of compensation in damages for personal injury or wrongful death. *Steen*, supra at 113; *Pugh v. State*, 29 Ill. Ct. Cl. 124, 131. We feel that as to count one, an award of \$30,000.00 is reasonable and just. As to count two, the claim by Dale Hinthorn for medical and funeral expenses of \$3,861.75, we award the amount claimed. It should be noted that the notice of intent to commence suit did not list as interested parties the brothers of the decedent. The record contained no evidence as to any damages sustained by them as a result of the death of James Hinthorn and the law presumes none.

It is hereby ordered that the sum of \$30,000.00 (thirty thousand dollars and no cents) be awarded to Dale J. Hinthorn and Mary H. Hinthorn. It is further ordered that the additional sum of \$3,861.75 (three thousand eight hundred sixty-one dollars and seventy-five cents) be awarded to Dale J. Hinthorn.

(No. 74-CC-0642—Claim denied.)

JEAN V. DAY, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed July 21, 1980.

BICKLY & STERN (THOMAS STERN, of counsel), for Claimant.

DUNN, BRADY, GOEBEL, ULBRICH, MOREL & JACOB (KENNETH G. KOMBRINK, of counsel), for Respondent.

NEGLIGENCE—*claim denied due to lack of evidence of Respondent's knowledge of dangerous condition in hallway at time of fall.* The claim for injuries sustained by the Claimant in a fall on the premises of Chicago State University was denied as the record was completely devoid of any evidence showing the Respondent had any knowledge, either constructive or otherwise, of a so-called dangerous condition in the hallway where the fall allegedly occurred.

HOLDERMAN, J.

Claimant filed a claim for injuries suffered on or about 10:15 a.m. on April 19, 1972. Claimant, on the day in question, had an appointment at 10:30 a.m. with Dr. Charles Sommers, Director of Special Programs of the University Without Walls, on the premises of Chicago State University. Claimant was not a student at the University but was working full time at Harris Trust and Savings Bank.

Prior to her appointment with Dr. Sommers, Claimant allegedly entered "C" Building and either slipped or tripped in the hallway leading to the cafeteria area located in that building. She sustained injuries to her arm and leg.

After the fall in the hallway of the building, which was not lighted, Claimant went to the cafeteria area and purchased coffee. After having coffee, Claimant went to another building for her appointment with Dr. Sommers. She told the doctor she had pain in the ankle. Dr. Sommers suggested their meeting be postponed and had

his secretary contact Nurse Mae Glenn of the University Health Center. Upon being notified, Nurse Glenn called a security officer and she then proceeded directly to Dr. Sommers' office. Upon arriving at the doctor's office, Nurse Glenn checked Claimant's condition, at which time Claimant told Nurse Glenn that she had been in the cafeteria area and had slipped on something that had been spilled. Nurse Glenn asked if it was possibly liquid and she said "yes." This was recorded in Nurse Glenn's report.

Shortly after Nurse Glenn arrived in Dr. Sommers' office, the security officer, who had been contacted by her, arrived in the doctor's office. Later that same day, Claimant was taken to the emergency room of St. Bernard's Hospital where she was treated and admitted.

It is Claimant's contention that the injury was caused by Respondent's negligence in maintaining the hallway where the accident occurred which was located a short distance away from the cafeteria entrance. Claimant testified the hallway was dark and unlighted at the time of the accident.

It is Respondent's contention that Claimant has to establish five elements before she can recover: (1) that the State had a duty to design, construct or maintain the property in question; (2) that if a duty existed, the State breached that duty, *i.e.* that the State created or allowed a dangerous or defective condition to exist; (3) that the State had actual or constructive notice of the dangerous or defective condition; (4) that the dangerous or defective condition was the proximate cause of Claimant's injuries; and (5) that Claimant was free from contributory negligence.

Respondent contends that a review and analysis of the evidence presented by the parties at the hearing in

this cause demonstrates that Claimant failed to meet her burden with respect to establishing the aforesaid essential elements of her tort claim. Respondent questions whether or not a duty was owed to Claimant at the time of the accident in question, and in particular, whether the Respondent was responsible for the design, construction and maintenance of the hallway where the accident occurred. It is also Respondent's contention that Claimant presented no evidence whatsoever showing the hallway was either designed, constructed or maintained by Respondent, Board of Governors of State Colleges and Universities, State of Illinois. In fact, the only evidence presented relative to this issue was presented by Respondent when its witness, Louis Berry, testified specifically that the Board of Governors, State of Illinois, was merely a "lessee" of the building in which the accident occurred and that the owner-landlord was the Chicago Board of Education.

It is Respondent's further contention that it had no responsibility for the maintenance or repair of said premises except for carpentry and minor electrical work. Respondent cites a case in 25-CCR-209, at page 213, which states that where a Claimant has failed to establish a duty owed by Respondent to Claimant, then Claimant's claim must be denied.

Respondent further contends that if Respondent, Board of Governors, did owe a duty to Claimant, it would be a duty of care owed to a "licensee" rather than "invitee". Respondent calls attention to the fact that Chicago State University was closed for spring break on the date of the accident and that the sole purpose of Claimant's visit to the premises was to see Dr. Sommers to investigate the possibility of furthering her education. Respondent's position is that it is not an insurer against all slips or falls which occur on State property, citing 22-

CCR-29. Respondent sets forth that it is Claimant's burden to show by a preponderance of the evidence that a defective or dangerous condition existed, that there was an obvious or unordinary risk, and that Respondent either knew or should have known of the same, citing 22-CCR-29.

The evidence regarding the condition of the hallway in question is, to say the least, confusing. Claimant stated that she did not, on the day of the accident, make a thorough examination of the hallway, that she did not know what caused her fall, and that the floor was slippery because of liquid on the floor.

The evidence shows that the building where the accident took place was an old building and that repairs had been made at various times but, according to the security officer and janitor, there was nothing in the hallway at the time of the accident that would have contributed to Claimant's fall.

The record is completely devoid of any evidence showing that Respondent had any knowledge, either constructive or otherwise, of a so-called dangerous condition in the hallway.

The security officer testified that after he was advised of the accident, he went to the area of "C" building and checked for anything that could have caused the accident. He stated there was nothing sticking out of the floor nor were there any holes in the floor.,

Approximately one month after the accident in question, Claimant returned to "C" Building and the area where she had fallen. Based upon this visit, Claimant stated she had concluded she tripped over a pipe sticking out of a hole in the floor and, therefore, had filed this suit.

This is in direct contradiction to the testimony of

Louis Berry, Chicago State University Operations Engineer, who testified that on the 19th day of April, 1972, the hallway was in excellent condition and there were no objects sticking out of the floor. He further testified that he had occasion to go through the corridor of the building approximately ten times per day, that there were no holes in the floor, the floor was level, there was nothing unusual about it, and that no complaints had been brought to his attention concerning the condition of Building "C" prior to the accident in question.

Claimant having failed to meet the burden required by law, award is hereby denied.

(No. 74-CC-0760—Claim denied.)

**HAKKI TAMIMIE, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

*Opinion filed July 31, 1979.*⁶

JAMES DRAKE, for Claimant.

WILLIAM J. SCOTT, Attorney General (DOUGLAS G. OLSON, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—claim for gross wages lost due to improper termination denied. The claim of a research scientist for the gross wages he lost during the time he was terminated and the Illinois Appellate Court affirmed the order for his reinstatement was denied, as he failed to show any reasonable effort to mitigate his loss during the time of his lay-off.

⁶ On September 10, 1980, the Court denied the petition for rehearing.

POCH, J.

Hakki Tamimie, Claimant, was a Research Scientist for the Department of Mental Health of Illinois at the Galesburg State Research Hospital. On November 16, 1969, the Claimant was notified of his impending termination to be effective January 1, 1970 and on January 1, 1970 the Claimant was laid off. Claimant returned to work on January 1, 1974, however, he was paid from current appropriation from July 1, 1973 through December 31, 1973.

The gross salary that Claimant would have earned from January 1, 1970 through June 30, 1973, less the vacation time previously paid, would amount to \$49,861.36.

A judgment order issued by Judge Paul Verticchio of the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois, directed Albert Glass as Director of Personnel of the State of Illinois to reinstate Dr. Tamimie. This decision was appealed to the Appellate Court in *Tumimie v. Glass* (1973), 15 Ill. App. 3d 1, 303 N.E.2d 17, affirming Judge Verticchio's Circuit Court opinion reinstating the Claimant.

In 1970, during the time of his lay-off, the Claimant obtained a real estate broker's license and an insurance salesman's license, and for one five month period became the owner of a theatre in Kewanee, Illinois. He also applied for a position with three colleges during this period but was unable to receive a position with any of them.

The Claimant seeks recovery of gross wages lost from the period of January 1970, the time of the lay-off, through June 30, 1973, the time that the Appellate Court for the Fourth District ordered him returned to work, in

the sum of **\$49,861.36**. Income tax records of Dr. Tamimie reveal income for the years **1970, 1971, 1972** and **1973** in the amount of **\$15,204.15**. All of this income, except for **\$860.00** from unemployment compensation, was from insurance and real estate sales, in which the Claimant worked part time.

It is this Court's opinion that merely applying for three full time positions during a four year period of unemployment does not constitute a reasonable effort to mitigate the loss. Also, with Claimant's educational background in both insurance and real estate sales and brokerage that working only evenings and weekends during this period does not constitute reasonable effort to mitigate damages.

It is this Court's position that in view of the fact that Claimant did not take adequate steps to reasonably mitigate his loss, he is entitled to no compensation. This claim is therefore denied.

(No. 75-CC-0746—Claim dismissed.)

JEAN ROSENBAUM, Claimant, v. THE STATE OF ILLINOIS,
Respondent

Opinion filed May 12, 1975.

Order allowing motion to dismiss filed September 17, 1980.

Order on denial of motion to transfer filed December 15, 1980.

JEAN ROSENBAUM, *pro se*, for Claimant.

PRACTICE AND PROCEDURE—claim dismissed where actions of various judges were discretionary and not strictly ministerial. Claim based on allegations that various State's Attorneys and judges misinformed and mis-

treated Claimant with regard to her family law claims was dismissed, as the doctrine of public immunity still exists as to acts of individuals which are discretionary and not ministerial.

HOLDERMAN, J.

Claimant filed her Complaint alleging that she suffered damages as the result of occurrences in the Domestic Relations Court, Juvenile Court and Chancery, and Divorce Court, all in Chicago, Illinois, and all a part of the Court system of the State of Illinois and for which the State is responsible.

The Complaint alleges that in 1969, as a result of domestic difficulties, Claimant went to Domestic Relations Court in an attempt to pursue her legislative right of support in accordance with her husband's station-of-life, as a wife, and mother of minor children, as she did not want a divorce or separate maintenance.

Claimant alleges that various Assistant State's Attorneys, on different occasions, refused to give her a Complaint to sign, stating that this was a Court for absolutely destitute wives only and verbally ordered her to go to work even though she had minor children.

Claimant further alleges that her husband had been in a condition of near-nervous breakdown for several years due to Urban Renewal and relocation in his business neighborhood, that he had left his wife and family, and had been behaving erratically for a long period of time.

She further states that she was shown Ill. Rev. Stat. 1969, ch. 68, par. 24, entitled "Neglect to Provide for Destitute Wife or Children," as justification for the policy of the State's Attorneys office.

Claimant further alleges that when she suggested that perhaps a private attorney could aid her, she was told if she could afford an attorney, she was not destitute

enough to qualify for entry into Domestic Relations Court.

She further states that after she spent a great deal of time, to the neglect of her home and family, she finally did secure a Complaint to sign, at which time she attempted to strike the word “destitute” from the Complaint, but was not allowed to do so by her Court advisor who stated “it was only a formality and would not make any difference.”

She further alleges that the Court finally ordered her husband to pay her \$25.00 weekly for approximately one year, and refused to renew the award at the end of that time, and also that the Court ordered her to “get a divorce or file for separate maintenance.”

Claimant further states that in January **1973**, the Legislative Reference Bureau in Springfield, Illinois discovered the word “destitute” in the Complaint at Domestic Relations Court was totally illegal. She alleges that for **22** years, the Domestic Relations Court had forced middle-class women into divorce or legal separation illegally.

She further complains that the Juvenile Court of Chicago, Illinois, and particularly Judge David Schaffer, had acted erroneously in some decisions and she further alleges that Judge Schaffer was found hung by the neck, an apparent suicide, and that she was eventually informed that the Judge had been under psychiatric treatment for a long time and that, due to his emotional condition, he was not capable of carrying on his responsibilities as a Judge.

Claimant, at great length, further alleges other acts of the Court, to her detriment. She bases her claim upon Section **12** of the new **1970** Constitution of the State of Illinois, which is as follows:

“RIGHT TO REMEDY AND JUSTICE. Every person shall find a certain remedy in the laws for all injuries and wrongs which he receives to his person, privacy, property or reputation. He shall obtain justice by law, freely, completely and promptly.”

This Complaint is perhaps but a logical extension of the decision in the *Molitor* case and one which was foreseen by Judge Davis at the time the decision was rendered in that case. In his dissenting Opinion, he made the following statements:

“This decision cannot but be the occasion for releasing a flood of litigation and legislation in order to establish new boundaries in this area of novel liability. During this period, school districts will be harassed by doubts and difficulties which will impair their ability to conduct an efficient system of free schools.

(Tort) liability should not be imposed upon the State or its governmental agencies without exploring and considering the complicated aspects of its impact, and without authorizing a tax levy and providing a tax rate for such purpose.”

Respondent filed a Motion to Dismiss citing the fact that “all of said alleged acts were judicial in nature and hence privileged from liability.”

There are two cases that seem to deal with the situation at hand.

The case of *James Lusietto, Administrator of the Estate of Shirley Lusietto, Deceased v. James Kingan* (1969), 107 Ill. App. 2d 239, 246 N.E.2d 24 in which suit was brought by the administrator of the estate of the deceased against a State Highway Supervisor, alleged that the deceased met her death by reason of the failure of the supervisor of highways to have the road in proper condition, causing the fatal accident. The Court, in passing upon this case, laid down the rule that before recovery can be made when suit is brought against a State Employee in his official capacity, it must be shown there was a violation of some duty owed to an individual and unless such violation was shown, it cannot give rise to legal liability of an individual employee. The Court, in

citing the case of *Nagle v. Wukey*, 161 Ill. 387, 393, 43 N.E. 1079, recognized the distinction between the duty which a Commissioner of Highways owes to an individual and that which he owes to the public in general, holding that for a violation of the former he may be sued by an individual but not so for a violation of a duty he owes to the public in general.

The distinction seems to arise as to whether the matter was ministerial or whether it was one that required the exercise of discretion and judgment. It is a well established principle of the common law that an immunity exists in favor of public officials when they are exercising their official discretion on matters which are discretionary in nature and not ministerial. *People for Use of Munson v. Bartels*, 138 Ill. 322, 27 N.E. 1091; *McCormick v. Burt*, 95 Ill. 263; *Gilbert v. Bone*, 64 Ill. 518; *Kelly v. Ogilvie*, 64 Ill. App. 2d 144, 212 N.E.2d 279. Quite apart from the doctrine of governmental immunity, the case law in this State has developed the doctrine of public officials immunity. This doctrine is distinguished from and founded on a different rationale from the principle of governmental immunity. See note 1966 Illinois Law Forum 981 at 995.

In the present case, the actions of the various Judges were discretionary and not strictly ministerial.

It is the law of this State that the principle of public officials immunity still exists. This was decided in the case of *Kelly v. Ogilvie*, 64 Ill. App. 2d 144, 212 N.E.2d 279. This case was decided almost six years after the *Molitor* case and the Court recognized that the principle of public officials immunity still existed and stated:

“This doctrine rests on the principle that the public decision maker, like the judge, ought to be shielded from personal liability or other factors extraneous to a judgment based on his best perception of public needs.”

It appears, therefore, that the doctrine of public

immunity still exists as to acts of individuals where they have discretionary and ministerial duties to perform.

Respondent's Motion to Dismiss is hereby granted and said cause is dismissed.

ORDER ALLOWING MOTION TO DISMISS

HOLDERMAN, J.

The original Complaint was filed January 8, **1975**, and claimed mental, emotional, financial and physical injury over a period of years due to gross negligence and administration of the Courts of Illinois and their related departments. She claimed her children likewise "have been sorely affected" by the negligence of the State.

The claim was based on alleged "occurrences in the Domestic Relations Court, Juvenile Court and Chancery, Divorce Court, all in Chicago, Illinois." The so-called occurrences commenced in **1969** in the Domestic Relations Court where she sought her right of support (not a divorce). The legal sources she consulted with showed her Ill. Rev. Stat., ch. 68, par. **24**, entitled "Neglect to Provide for Destitute Wife or Children" and based thereon, she claims she did not qualify as a "destitute" wife. She did get legal relief for a time but this terminated when she was told that Domestic Relations Court was for the destitute only.

In January **1973**, it was discovered that the word "destitute" was illegal and in **1951** was removed by the legislature, but through inadvertence the word continued to appear in the title of the Statute. Claimant alleges this was gross negligence on the part of the Domestic Relations Court to resort to destitute cases when the word was removed from the title but inadvertently printed in by the printer.

Respondent filed a motion to dismiss on February 4, 1975, based primarily on the theory that the alleged acts complained of were privileged from liability by the Courts of Illinois. On May 12, 1975, we allowed the Respondent's Motion to Dismiss stating therein that "It is a well established principle of the common law that an immunity exists in favor of public officials when they are exercising their official discretion on matters which are discretionary in nature and not ministerial." (Citations given.)

Thereafter Claimant stated that it had requested a general continuance until a final hearing was adjudicated in a case pending before the Appellate Court. Thereafter a motion was filed by Claimant to vacate the previous order of dismissal which motion was objected to by the State on the grounds that the alleged acts complained of were judicial in nature and immune from liability.

On June 14, 1976, we continued the case for 15 days after disposition of the case in the Appellate Court of Illinois. We later, on August 19, 1976, continued this case until the Supreme Court passed on the pending litigation.

This case was dismissed again by this Court on September 7, 1978, and complainant now asks us to set this aside.

We have dismissed this suit twice on motion. Claimant feels aggrieved that the dismissal was without a hearing. No hearing on a motion to dismiss is an absolute right.

It may well be that Claimant feels she has not received adequate treatment of her complaint but our view of the file fails to find any basis where this Court has jurisdiction to alleviate her alleged mistreatment in processing her grievance. There were no citations to support such a contention, the occurrences were of a

nature as to be barred by the Statutes of Limitations, the theory of immunity dilutes her claim, allegations of damages were loose and mostly without recognition in law.

This case is dismissed on motion of Respondent.

ORDER ON DENIAL OF MOTION TO TRANSFER

ROE, C. J

This cause coming on to be heard on a notice of appeal, a request that additional facts and issues be allowed into the record for purposes of appeal, a motion to transfer case to the Circuit Court of Cook County, all filed by Claimant, objections to the motion to transfer which were filed by Respondent, Claimant's reply thereto, and Respondent's motion to strike Claimant's reply; it appearing that due notice has been given; and the Court being fully advised.

As was well pointed out in Respondent's objections, the Court of Claims is wholly lacking of authority to grant any of the various prayers for relief requested by Claimant.

It is hereby ordered that this matter be, and hereby is, closed.

(No. 75-CC-1293—Claim denied.)

ROBERTA SORKIN, Claimant, v. BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES, Respondent.

Opinion filed December 9, 1980.

EDWARD J. VRDOLYAK, LTD. (WILLIAM J. MCGANN, of counsel), for Claimant.

DUNN, BRADY, GOEBEL, ULBRICH, MOREL & JACOB
(KENNETH G. KOMBRINK, of counsel), for Respondent.

NEGLIGENCE—Claim for injuries sustained in fall denied as Claimant failed to prove breach of duty. The evidence established that the Respondent acted with ordinary care in all respects with regard to the steps on which Claimant fell and that there was no breach of duty by Respondent, and that Claimant actually tripped on the steps through her own negligence.

ROE, C. J.

This claim arises out of an incident which occurred on June 29, 1973 on the premises of Northeastern Illinois University which is located at St. Louis and Bryn Mawr Avenues, Chicago, Illinois. On said day the Claimant, Roberta Sorkin, arrived at the campus at approximately 4:30 p.m. alone with the intention of obtaining an application for summer classes from the Administration Building. At approximately 5:00 p.m. Claimant approached two concrete steps between a classroom building and the Commuter Center. The steps were constructed such that the top step of the two overhung the lower one, *i.e.* a gap existed between the top and bottom step. As Claimant ascended the steps her right foot caught the edge of the overhang which caused her to trip and break the fifth metatarsal bone in her right foot.

In her complaint Claimant charged Respondent with the duty to exercise ordinary care in the maintenance of the premises to avoid injuries to persons lawfully on the premises and with the breach of that duty in one or more of the following ways: (a) allowing the stairway to deteriorate, (b) maintaining a gap in said stairway which Respondent knew, or should have known, that persons going up or down said stairs could catch their feet thereon and trip, (c) failing to repair said stairway when Respondent knew or should have known of its dangerous condition, and (d) otherwise carelessly and negligently operating said premises.

After carefully examining all the testimony and other evidence put forth in this case we find that the Respondent breached no duty owed to Claimant. Furthermore, the evidence tended to indicate that the accident, if caused by the negligence of anybody, was caused by Claimant's own negligence.

As to Claimant's first and third allegation of negligence we find that the steps in question had not deteriorated or otherwise fallen into a state of disrepair. This fact is quite obvious from Claimant's exhibits numbers **2, 4, 5, 6**. Said exhibits are pictures of the steps which Claimant testified accurately portrayed their condition at the time of the accident. They clearly show the steps to have been in good condition.

As to the second and fourth allegation of negligence we do not feel that Respondent acted or failed to act other than with ordinary care in the maintenance of the steps. By Claimant's own admission the gap referred to was in fact a characteristic of the design of the particular steps. The pictures of the steps also support this finding. Furthermore we take judicial notice of the fact that a large number of stairways in both the public and private sector are similarly constructed. Many stairways do not have any vertical support at all except for at the edges. To hold the State liable for the accident here would, in effect, be making the State an insurer of the public which we have consistently refused to do.

Furthermore the evidence showed that the bottom step was between twelve and fifteen inches from front to back. In our opinion this is sufficient space for the secure placing of one's foot in the act of ascending the steps without having to insert the foot beneath the overhang of the top step. We find Respondent acted with ordinary care in all respects.

Although the findings have sufficed to deny the claim, there is also evidence which tends to show that the Claimant was a cause of her own accident. The accident took place during daylight hours on a sunny day. There was no evidence of any foreign substance, sticky or slippery. Claimant was familiar with the condition of the steps. She testified to having observed the steps from a distance of forty feet immediately prior to the accident and kept on walking, looking straight ahead, and did not look at them again until she was directly on top of them. A witness, Claimant's sister, testified that Claimant was looking straight ahead at the time she fell. There was also testimony that Claimant had been aware of the steps for some time prior to the accident. Claimant had graduated from the university and had attended classes there for eight or nine months. She testified that three months prior to the accident she had observed the gap while sitting with classmates in the area of the steps.

Because of failure of Claimant to prove breach of duty it is hereby ordered that this claim be, and hereby is denied.

(No. 76-CC-0140—Claim denied.)

EDWARD LEE PASSOW, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed June 11, 1981.

CONKLIN AND ADLER (FRANKLIN NACHMAN, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (JOHN FANONE, Assistant Attorney General, of counsel); for Respondent.

HIGHWAYS—failure to prove negligence of Respondent as to manhole required denial of claim. The claim arising from injuries sustained by Claimant when his motorcycle hit a sewer with an allegedly defective manhole cover was denied where the conflicting evidence failed to establish that the Respondent was negligent in maintaining the manhole cover.

ROE, C. J.

This is a cause of action brought pursuant to section 8, paragraph (d) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(d)), for personal injuries sustained by Claimant as a result of a motorcycle accident along a State-maintained road which occurred on August 11, 1974.

The Claimant, Edward Lee Passow, testified that on August 11, 1974, at about 7:00 p.m., he was driving his motorcycle south on 1st Avenue in the Village of Lyons, Illinois. He stated that as he was approaching 47th Street he was in the outer lane when an automobile in the left cut over in front of him causing him to veer to the right, and in so doing, he attempted to leave 1st Avenue and enter its exit to 47th Street. In so doing he said he crossed over the white line adjacent to the curb on said exit where he hit a sewer with a defective cover which caused him to be upended. He further explained that he and the motorcycle proceeded to be propelled onto the grass adjacent to said exit, that he and the motorcycle became separated, and that he slid along the ground until he hit the fence adjoining the exit road. He also stated that he did not see the open or defective catch basin or manhole until five to ten feet before he struck it and that there were no signs or barricades or warnings in front of it.

Trent Engleston, brother-in-law of the Claimant, was called as a witness on behalf of Claimant. He testified that he was riding in an automobile following Claimant and that a car veering from the left lane to the

right lane caused Claimant to strike an open manhole. He said he examined the catch basin and found it to be open.

The Respondent presented the testimony of two officers of the Lyons Police Department, Kenneth Couch and Stanley Augustyniak, who testified that they responded to the accident call and observed the scene. Officer Couch testified Claimant was lying five to ten feet from the curb and about ten or fifteen feet from the motorcycle. He stated he observed the motorcycle skid marks which showed that the motorcycle had skidded 170 feet from the point where it left the road. He further testified that the only manhole in this area was a little further south of the bike. His testimony was that the bike had not yet proceeded far enough to reach the manhole. He traced the skid marks to where the bike left the road and stated that there was no manhole or sewer of any kind at that location. The nearest manhole was **20** feet further south from where Claimant finally landed and about 190 feet south of where he left the road. He also noted that the manhole in the area had no irregularities.

Officer Augustyniak testified that upon following the skid marks back from where the claimant landed, he saw black tire marks on the curb. He further testified that there was no manhole where the bike left the road and the only manhole he noticed was south of the Claimant's resting place. His testimony also was that Claimant had not yet reached the manhole.

The Respondent also called Valerian Cijunelis, an employee of the Department of Transportation, as a witness. In August of 1974 he received a notice of Claimant's accident. He investigated the scene and the manholes in the area and found them to be structurally sound. He observed the manhole on the 47th Street exit and saw nothing wrong with it.

From the testimony it is clear that this claim turns on issues of fact and that the testimony is in direct conflict. Based upon careful examination of the entire record in this cause we are of the opinion that Claimant did not hit an open manhole. The evidence indicates that he sustained his injuries from hitting a curb. Furthermore there was convincing evidence that the manhole Claimant alleges he hit was structurally sound. We hold that Claimant has failed to prove by the preponderance of the evidence that the Respondent was negligent.

It is hereby ordered that this claim be, and hereby is, denied.

(No.76-CC-0296—Claim denied.)

**BETTY J. BAGGETT, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed September 2, 1980.

**JOHN OLIVERO (WILLIAM LASORELLA, of counsel), for
Claimant.**

**CLAUSEN, MILLER, GORMAN, CAFFREY & WITOUS
(RICHARD C. HOWSER, of counsel), for Respondent.**

HIGHWAYS—*what necessary to sustain claim based on negligent maintenance of highway.* The State is charged only with maintaining roads and highways in a reasonably safe condition for the purpose for which they are intended, and a Claimant must prove by a preponderance of evidence that the State's duty was breached and that the breach proximately caused injuries to prevail on a claim concerning highway maintenance.

CONTRIBUTORY NEGLIGENCE—*claim denied where Claimant was contributorily negligent—highways.* A claim arising from injuries sustained when the Claimant's vehicle struck a hole in a State maintained highway and crashed was denied, where the evidence introduced proved that the Claimant was contributorily negligent in the operation of her vehicle.

POCH, J.

Claimant seeks recovery for damages arising out of an accident on September 4, 1974.

The instant claim is based on three counts; the first of which is for personal injuries allegedly sustained by Betty J. Baggett; Count II is brought by said Betty J. Baggett on behalf of Patty S. Baggett, a minor; and Count III brought by said Betty J. Baggett on behalf of Tammy R. Baggett, a minor, also seeking recovery for injuries allegedly sustained by said minors.

The Claimant alleges that the Respondent was negligent in failing to maintain a State Highway known as U.S. Route 6, at a point approximately six miles west of Princeton, Illinois.

The incident complained of occurred at approximately 5:00 p.m. on September 4, 1974, while Claimant was operating a vehicle traveling in a westerly direction on said U.S. Route 6, a 2-lane highway, at a speed between 45 and 50 miles per hour. At or near the intersection of said U.S. Route 6 with Pilgrim Park Road, Claimant testified that the vehicle she was operating struck a hole in the road at a point where the surface of the paved highway appeared to taper into an older section of pavement. Claimant testified that as she hit the hole she lost control of the vehicle and went off to the right into the shoulder, which she testified had holes and ruts, thereby losing control of the vehicle and struck a culvert, causing damage to the vehicle and injuries to her person. Her two minor daughters, Tammy R. Baggett and Patty S. Baggett, were passengers in the vehicle, one sitting beside her in the front seat and one sitting in the back seat of the vehicle. Claimant further testified that the section of the highway at the point of narrowing was at least one foot narrower than the width of the portion

to the east upon which she had been traveling and that said narrowing, together with the hole which was located on the pavement, caused her to lose control of the vehicle.

It must be noted that Claimant had traveled upon this road a number of times previous to the incident, and that immediately prior to the accident the weather was clear and that she could see the roadway ahead of her as she passed the Pilgrim Park Road. She also stated that the area of the accident was flat, with no obstructions whatsoever, and that the two portions of the roadway in question had distinctly different colors. Claimant further testified that it was her habit to drive next to the outside of the road.

The Court has consistently held that the State of Illinois is chargeable with only maintaining its roads in a reasonably safe condition for the purpose for which they are intended, and it follows therefore the Claimant must, in order to prevail, prove by a preponderance of the evidence that the Respondent breached its duty and that the breach proximately caused the injuries to her. This, the Claimant has failed to do.

The Claimant has the further burden of proving freedom from contributory negligence and based upon the testimony of witnesses called by the Claimant as well as the photographs introduced, the Court is of the opinion the Claimant did, in the operation of her vehicle, contribute to the accident.

Recovery is therefore denied.

(No. 76-CC-0604—Claim denied.)

KLUG CURRENCY EXCHANGE, INC., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Order filed July 7, 1980.

SAMUEL H. FELDMAN, for Claimant.

WILLIAM J. SCOTT, Attorney General, for Respondent.

STATE COMPTROLLER *Am— claim denied where Claimant had no cause of action. The claim based on a lost warrant was denied, as the warrant was not properly negotiated before the time limit within the State Comptroller's Act had expired.*

POCH, J.

This cause coming on to be heard upon the motion of Respondent for summary judgment, due notice having been given to the Claimant, and the Court being fully advised in the premises;

Finds:

1. That Claimant brought this claim for a lost warrant issued on January 18, 1974, in the amount of \$196.00 payable to Maria Meza.

2. That said warrant was negotiated by Claimant over one year after it was issued.

3. That the warrant issued was not properly negotiated in that the said warrant was endorsed to Claimant after the time limit within the Comptroller's Act had expired. That the Claimant does not, therefore, have a cause of action against the State as a matter of law. Ill. Rev. Stat. 1979, ch. 15, pars. 210.07, 210.10.

It is therefore ordered that the motion of Respondent be, and the same is hereby granted, and judgment is hereby entered in favor of Respondent.

(No. 76-CC-0807—Claim denied.)

TOMMIE LEE ROGERS, Claimant, v. 'THE STATE OF ILLINOIS,
Respondent.

Opinion filed January 28, 1980.—Rehearing denied November 19, 1980.

SINGER, SNYDER, TIEMAN, AESCHLIMAN & JAQUAYS,
LTD. (WILLIAM C. WASHBURN, JR., of counsel), for
Claimant.

WILLIAM J. SCOTT, Attorney General (RICHARD J.
GROSSMAN and GLEN P. LARNER, Assistant Attorneys
General, of counsel), for Respondent.

PRISONERS AND INMATES—*claim denied where issue of negligence was not
prouen.* The evidence presented failed to establish that the injuries sustained
by the Claimant, an inmate of a correctional facility, while working with a
band saw in the butcher shop were caused by unsafe working conditions or
that the authorities were negligent in assigning him to work on such a
machine while he was taking prescribed drugs.

POCH, J.

This is a claim for personal injuries sustained by
Tommie Lee Rogers, Claimant, while using a band saw
in the butcher shop at Stateville Correctional Center.

On January 10, 1975, Claimant, 32 years old, was an
inmate at the Stateville Correctional Center, Joliet, Il-
linois, assigned to work in the institution butcher shop.
During the course of using a band saw to cut a pork loin
into pork steaks, Claimant cut his right index finger off to
the knuckle, and cut his middle finger so that he has lost
its use. The testimony bearing on the issues of negligence
and contributory negligence is contradictory.

Claimant's testimony can be summarized as follows:
He had worked in the butcher shop for some time but
had never been assigned to the band saw before the day
in question. He was ordered to cut pork loins into pork
chops. At the time of the occurrence he was taking
Valium three times a day as prescribed by the institution

physician. He told the officer in charge of the butcher shop, one Officer Warren, that because of the effects of the Valium he should not be made to use the band saw. However, the officer ordered him to cut the pork chops. He had received no instructions as to how to operate the machine and the machine was totally without safety equipment.

James A. Warren, relief supervisor in the food department, testified as follows: Rogers had worked in the butcher shop for over a year. The butcher shop had two band saws, and he had seen Rogers operate each of them. On the morning of the accident he told Claimant to slow down and be more careful in cutting the meat. Claimant replied that he had been operating a saw longer than Warren knew anything about cutting meat. This testimony is totally in conflict with Claimant's. Rogers did not tell Warren that he was taking Valium and should not work on the saw. Claimant did not object to using the saw. Warren, who was a relief supervisor, did not have to assign Rogers to the saw because that was Rogers' job. He did not know Rogers was on Valium.

Dr. Julius Venckus, the institution physician, testified that Valium is a tranquilizer and has a sedative effect on some persons. On June **14, 1974**, he notified the senior captain that Claimant was on sodium dilantin and Valium and should not be given hazardous assignments. Documents in the record also establish that Claimant asked to be re-assigned to the butcher shop from which he had been removed following Dr. Venckus' notification to prison authorities that Claimant should not be assigned hazardous work.

The saw had no safety device specifically designed to keep an operator's hand away from the blade, although the table portion of the machine on which the meat was placed was moveable, so that the meat could be held in

place while the table moved back and forth. Rogers chose to feed the meat directly into the saw.

Officer Warren filed an accident report, and in response to the question, “What do you suggest to prevent recurrences?”, wrote: “By use of steel gloves and steel guard.”

Claimant defines the issues in his brief as follows:

“The issue is whether the respondent was negligent in ignoring express notice given to the respondent that the claimant was unable to operate the meat cutting machine because of his medical condition, and whether the claimant was negligent in failing to provide safe working conditions for the claimant.”

Officer Warren denied that he had express notice that Claimant was on Valium and was medically unfit to operate the saw.

The Court cannot feel justified in adopting Claimant’s testimony over that of Officer Warren.

The result is that Claimant has failed to prove this issue by the preponderance of the evidence. Furthermore, Claimant has not proved by the preponderance of the evidence that the saw was so dangerous that it could be said that Respondent failed to provide Claimant with safe working conditions.

Finally, Claimant failed to prove by the preponderance of the evidence that he was in the exercise of due care for his own safety.

The claim is, therefore, denied.

(No. 76-CC-0900—Claim denied.)

ROBERT L. MEADE, Claimant, v. DEPARTMENT OF PERSONNEL,
STATE OF ILLINOIS, DEPARTMENT OF LABOR, STATE OF ILLINOIS,
and THE STATE OF ILLINOIS, Respondents.

Opinion filed February 13, 1981.

CORNFIELD & FELDMAN (GILBERT CORNFELD, of
counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M.
DONOVAN, Assistant Attorney General, of counsel), for
Respondents.

STATE EMPLOYEES BACK SALARY CLAIMS—Claimant failed to prove discrimination was reason superior performance increase was denied. The Claimant's contentions that previous grievances he had filed caused his superiors to be angry and led them to discriminate against him in refusing to grant superior performance increase in pay were not supported by evidence, as Claimant did not prove he was more deserving than other employees with regard to superior performance increases.

HOLDERMAN, J.

This is a claim for pay allegedly lost by Claimant, a State employee, by reason of failure to receive a "superior performance increase" in pay.

A "superior performance increase" (referred to herein as SPI) is a pay increase given to an employee on the basis of recommendation of each level of his supervisors. No employee may obtain an SPI within 18 months of a previous SPI. The granting of an SPI is within the sole judgment of the manager of a State government office and the superiors of that manager. Only a limited amount of SPI are available to each State office for each fiscal year and recommendations for SPI are submitted on a staggered basis throughout the fiscal year.

Claimant has been an employee of the Department of Labor, Bureau of Employment Security, since 1961, working out of the Rockford Employment Service Office. In April 1972, Claimant received an SPI and became

eligible for receipt of another SPI in October 1973. The SPI was valued at \$56.00 per month. Claimant was not granted an SPI until May 1975 and claims that the delay in such receipt of the \$56.00 per month increase was a result of unlawful discrimination against him. Claimant further alleges that because of the delay and the required 18-month interval between SPI, he lost further money by reason of his being ineligible for an additional SPI for the period of delay.

The Rockford office of the Bureau of Employment Security was allocated six SPI for the fiscal year 1974. In September 1973, Claimant's superior, Nicholas Deutsch, completed his evaluation of Claimant by rating Claimant "superior." Claimant testified that in September 1973 he talked to Mr. Deutsch and was assured by him that Mr. Deutsch was going to recommend Claimant for an SPI. In fact, Claimant testified, he was shown a draft of the recommendation for SPI by Mr. Deutsch.

Claimant testified further that in October 1973, Deutsch admitted to Claimant that he had not sent in the recommendation for SPI in September because there had been newspaper and television publicity in the Rockford area concerning a grievance that Claimant had filed as a union representative complaining of smoking in the office and lack of proper ventilation in the office. According to Claimant, Deutsch felt that the Regional Manager, Betty Sharpe, would turn down the recommendation for the SPI because of the media publicity surrounding the grievance and therefore did not forward the recommendation in September 1973.

Deutsch testified that the supervisor, Betty Sharpe, had, in 1972, expressed the fact that she was "fed up" with grievances previously brought by Claimant as a union steward and that it was possible that he, Deutsch,

had told Claimant that if he had submitted the **SPI** it probably would not have been approved by Betty Sharpe. But Deutsch denied that he failed to submit the recommendation for the **SPI** because of the previous grievances instituted by Claimant, but rather that Claimant was not Number 1 on his list of six for receiving **SPI**, but was Number 6 in line and, therefore, the recommendation for **SPI** for Claimant was submitted for the last quarter of fiscal year **1974**.

Claimant filed a grievance concerning the delayed **SPI**. An advisory panel was formed in accordance with the Department of Personnel rules, which panel found that a factor in the delay in awarding Claimant his **SPI** was Claimant's role as a union representative. The panel's findings, however, were overruled by the Director of Personnel.

It is clear and undisputed that no State employee may be discriminated against by virtue of union participation or by virtue of having exercised his rights by filing grievances.

In order to prove his claim, Claimant has the burden of proving by a preponderance of the evidence that:

1. He was the subject of discrimination by virtue of his union activity and grievance committee; and
2. That but for the discrimination, he would have received the **SPI** in September **1973**.

Claimant, prior to filing his claim in the Court of Claims, filed suit in the Circuit Court of Sangamon County, Illinois, claiming his rights had been violated. This suit was dismissed by the Circuit Court.

It is Claimant's contention that because he had filed a grievance relative to smoking in the office and had caused considerable publicity, he had angered the in-

dividuals who had charge of the promotions and he was, therefore, passed over. The record does not disclose that said grievance had anything to do with Claimant's failure to secure the **SPI**.

No employee has a vested right to an **SPI**. Merely because the Claimant was eligible for an **SPI** did not mean that such an action was mandated. The State office in question was allocated six **SPI** for the entire fiscal year, which **SPI** were to be submitted on a staggered basis during the year. The question of which of the six employees were most deserving of an **SPI** and therefore which names were to be submitted first was purely discretionary with Claimant's supervisor. Claimant's total lack of proof that Claimant was clearly more deserving than the other five who were recommended is, in the opinion of the Court, fatal to Claimant's claim. Claimant could not have been harmed by any discrimination against him if, in fact, the other employees were more entitled than he was to an earlier **SPI**. There was absolutely no evidence in the record of the qualifications of the other five employees as compared to Claimant's qualifications and there was, therefore, no basis to conclude that any discrimination against Claimant resulted in any damages to him.

Claimant's claim is denied.

(No. 76-CC-1119—Claimant awarded \$25,000.00.)

GRIFFIN W. HOWARD, Claimant, v. THE STATE OF ILLINOIS and THE DEPARTMENT OF CORRECTIONS, Respondents.

Opinion filed June 30, 1980.—Rehearing denied January 22, 1981.

JERRY BONIFIELD, of NORTON & BONIFIELD & ASSOCIATES, for Claimant.

WILLIAM J. SCOTT, Attorney General (OWEN LIERMAN and WILLIAM E. WEBBER, Assistant Attorneys General, of counsel), for Respondents.

PRISONERS AND INMATES—*award granted for injuries due to Respondent's violation of Structural Work Act.* The Respondent violated the Structural Work Act by failing to provide the Claimant, an inmate of a correctional institution, with reasonable supports while Claimant was engaged in painting the roof of a building on the institution's premises.

POCH, J.

Claimant, Griffin W. Howard, seeks to recover from the State of Illinois the sum of \$100,000.00 for personal injuries allegedly sustained as a result of Respondent's negligence, whereby Claimant was permanently injured.

At the time of the accident on March 21, 1975, Claimant was an inmate of the Vienna Correctional Institution at Vienna, Illinois. His work at the institution was primarily farm maintenance work, but on the day of the accident, Claimant was painting the roof of a building known as the "farm office".

While Claimant was painting the roof, he slipped on some wet paint and fell to the ground sustaining a broken leg.

After taking into consideration all the evidence and reviewing the transcript of the proceeding, it is the opinion of this Court that the roof upon which the Claimant was standing at the time he was painting was a device covered by the "Scaffold Act" of the State of Illinois. Ill. Rev. Stat. 1979, ch. 48, pars. 60 to 69; *Louis v. Barenfanger*, 39 Ill. 2d 445, 236 N.E.2d 724; *St. John v. R.R. Donnelly & Sons Co., Znc.*, 54 Ill. 2d 271, 296 N.E.2d 740.

The roof was not a safe support for the body of the Claimant while applying paint thereto and did not

adequately protect the safety of the Claimant in the maintenance work.

The Respondent, through its agents, was in control of and in charge of the work and violated the Structural Work Act by failing to provide reasonable supports for the Claimant in and about endeavoring to maintain the roof by the application of a coat of paint. The violation of the Structural Work Act by Respondent was a proximate cause of Claimant's injury.

After the injury, Claimant used crutches for about one year and walked with one crutch for an additional six to eight months and underwent substantial pain.

Due to the fact that the injury to the left leg is a permanent injury, the Court finds that Claimant is entitled to an award of \$25,000.00.

An award is, therefore, entered in favor of Claimant, Griffin W. Howard, in the sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars.

(No. 76-CC-1125—Claimant awarded \$25,000.00.)

IMOGENE LINEBAUGH, Administrator of the Estate of **LARRY JOE JACKSON**, Deceased, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed March 11, 1981.

CLIFTON THURSTON, of **THURSTON & ASSOCIATES**, for Claimant.

TYRONE C. FAHNER, Attorney General (**OWEN LIERMAN**, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—failure to warn of flooded highway justified award for death. An award of \$25,000.00 was entered where a person unknown removed a barricade which was blocking an access road which was flooded and the State's agents failed to replace the barricade or provide other warning devices prior to the time decedent's vehicle came upon the scene and went into the flood waters where decedent drowned, as the evidence established that the condition was known to the State's agents.

POCH, J.

This is a cause of action brought by Claimant Imogene Linebaugh as administratrix of the estate of Larry Joe Jackson, deceased, against Respondent, the State of Illinois, for the death of claimant's intestate, which occurred on January 19, 1974.

Claimant alleges that at approximately 3:30 a.m. on January 19, 1974, Claimant's intestate was a passenger in the back seat of a vehicle being operated along an access road to Fort Defiance State Park in Alexander County, Illinois. The access road lies to the east of U.S. Highways 6 and 62, and is approximately 160 yards south of Illinois State Police Headquarters Sub-post 13-A.

At the time of Claimant's death, the Mississippi River, which lies near the scene of this accident, was flooded to a depth of approximately 10 feet above the level of the access road at the bottom of a small hill. It is alleged that the vehicle in which the Claimant was a passenger went into the flood waters of the Mississippi and Claimant's intestate was drowned.

Claimant alleges that Respondent was negligent in failing to warn the drivers of motor vehicles that flood waters crossed the access road and that Respondent negligently failed to place barricades, flare signs or other warnings on the road. Janet McMillen, a passenger in the vehicle at the time of the death of Claimant's intestate, testified that at the time one turns on the Fort Defiance

State Park Road, the access road is level for 300 to 500 feet. As the car turned into the access road, the witness turned to look over the front seat of the car into the back seat and when she looked back, water was splashing on the windshield. The witness, Janet McMillen, stated that there was no barricade on the Fort Defiance access road. The witness described the scene of the accident as being a sudden dropoff on the asphalt access road. The car floated into the river and the witness was able to get out through the passenger side window.

A State Trooper called by the Claimant, Bill Story, testified that he was working the 6:00 a.m. to 2:00 p.m. shift on January 19, 1974, out of the sub-station 13-A location near the scene of the accident. The officer described the lay of land at Fort Defiance as being very low-lying land so that where the sub-station is located as well as certain bridge approaches, the land has been filled to a height of 50 to 60 feet above the natural terrain. As one drives in the entrance to Fort Defiance State Park there is an immediate drop in the access roadway.

Officer Story said that the question of whether there was a barricade on the road was discussed at the scene of the accident. The front of the automobile was examined and no evidence of damage from contact with the barricade was found. Barricades in the area were leaning against the guard rail, facing the entrance to the park. Officer Story said there had been barricades on the road, but people kept removing the barricades and somebody would have to put them back up. People had formed a habit of using the road as a boat ramp during the flood and they were removing barricades from time to time. Officer Story said that no effort was made to secure the barricades by nailing or chaining to keep them from being removed. No signs were placed advising persons

not to remove the barricades. Officer Story identified the dropoff on the access road as being similar to coming off of a levy or a steep railroad crossing.

Officer Story indicated that he himself had had to replace the barricade across the Fort Defiance access road after it was removed. Other officers had replaced the barricades. Also, Officer Story testified that the area of the access road in this accident was well lit in the night time by vapor lights from sub-station **13-A**, but that the lower side of the embankment is dark.

William Collins, the site manager at the Fort Defiance State Park, was called as a witness for the Claimant. Collins has been site manager for 17% years. Collins testified that it was his normal procedure to barricade the entrance to the park when there is a flood. Collins erected a barricade four feet long and one foot wide, bearing the notation "Road Closed", approximately five days before the accident in question. The lettering on the sign was **3** to **4** inches high. Collins testified that the barricade was placed on the left half of the highway, leaving the right portion of the highway open because people were using the access road as a boat ramp during flood times. Collins testified that he had seen situations when the barricade had been removed and that he would check the barricade every two or three days. Collins said he had no one else check on it.

Claimant testified that she was the mother of decedent Larry Joe Jackson, as well as the administratrix of his estate. She testified that the decedent was 25 years old when he died.

Mrs. Linebaugh testified that Larry was the man of the house and that after graduating from high school he worked at the **IGA** store full-time. Prior to his death, he

had become a meat cutter. The decedent was employed at the IGA store at the time of his death and had worked the same night of his death.

The law in the State of Illinois is abundantly clear. In order for a Claimant in a tort action to recover against the State, he must prove that the State was negligent and that such negligence was the proximate cause of the injury; further, Claimant must show that Claimant used the exercise of due care. (*McNary v. State of Illinois*, 22 Ill. Ct. Cl. 328; *Link v. State of Illinois*, 24 Ill. Ct. Cl. 69.) This court has held many times that the State is not an insurer of all persons traveling upon its highways. *McNary v. State of Illinois*, 22 Ill. Ct. Cl. 328; *Link v. State of Illinois*, 24 Ill. Ct. Cl. 69.

It is clear in the case at bar that there was no evidence of contributory negligence on the part of the decedent or decedent's heirs. It is also clear that Respondent was guilty of negligence in failing to adequately protect persons in automobiles from utilizing the Fort Defiance access road during floods. The evidence is clear that an extremely dangerous condition existed which was known both to the site manager of the Fort Defiance Park as well as to State Police officers. A preponderance of the evidence in this case establishes that a person or persons unknown had removed the small barricade from the access road and it had not been replaced prior to the time that the vehicle in which the decedent was a passenger came upon the scene of the accident.

The decedent was employed full-time and contributed substantially to a household occupied by his mother.

It is our opinion, based upon the facts in this case,

that an award should be entered in the amount of \$25,000.00 and an award is hereby entered in that amount in favor of Claimant.

(No. 76-CC-1171—Claim dismissed.)

VENESSA BENNETT and BARBARA BEAN, Claimants, v. THE STATE OF ILLINOIS, Respondent.

Order filed December 11, 1980.

CHASE and WERNER, for Claimants.

PRETZEL, STOUFFER, NOLAN AND ROONEY (JOSEPH B. LEDERLEITNER, of counsel), for Respondent.

PRACTICE AND PROCEDURE—Claimants' failure to appear for discovery depositions required dismissal of claims. Respondent's motion to strike the claims was granted where the Claimants repeatedly failed to appear for discovery depositions in violation of the rules of practice of the Court of Claims.

POCH, J.

This matter comes before the Court upon motion of Respondent to strike the pleadings of Claimants and Claimants' objection to said motion.

The record discloses that the motion to strike filed by Respondent on November 18, 1980, is the third motion filed by Respondent. An order dated April 2, 1980, denied Respondent's original motion to strike and granted Claimants 30 days to appear for their discovery depositions. Claimants failed to appear for their discovery depositions within the 30 days of that date. On September 24, 1980, a second motion to strike was filed. On October 20, 1980, attorneys for Claimants filed an answer to said motion to strike, indicating that they would appear for

their discovery on October **31**, 1980. Claimant; failed to appear. Likewise, another motion was filed indicating that Claimants would appear on November 17, 1980. Claimants did not appear.

It is the opinion of this Court that the unnecessary and long delay and the failure to abide by rules of practice of the Court of Claims are such that the Court has no alternative but to grant Respondent's motion to strike the pleadings of Claimants.

Respondent's motion to strike is hereby granted and this cause is dismissed.

(No. 76-CC-1405—Claimant awarded \$100,000.00.)

JOSEPH J. DUFFY Co., Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 2, 1981.

SCHIFF, HARDIN & WAITE (BARRY S. ALBERTS, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*court is not bound by recommendation of parties.* The Court of Claims is not bound by any stipulation of the parties regarding the element of damages, and the Court has a responsibility to consider all elements of the case in arriving at a fair and reasonable amount of damages in light of the facts, however when the recommendation of the parties is reasonable and arrived at after full discovery, the Court may accept the recommendation.

CONTRACTS—*award granted where Respondent failed to perform obligations of contract.* Claimant was awarded \$100,000 where the Claimant's bid was the lowest responsible bid for the construction of a high school, Respondent accepted the bid and Respondent failed and refused to perform its obligations under contract with Claimant.

PER CURIAM.

The instant claim involves an alleged breach of contract between Respondent's agent, the Capital Development Board (CDB) and Joseph J. Duffy Co. (Claimant). Briefly stated, the claim arises out of the CDB's acceptance of Claimant's bid to perform a portion of the construction of a new high school in Chicago, Illinois, and the CDB's subsequent failure and refusal to perform its obligations under the contract between the parties. Claimant seeks damages in the amount of **\$312,244.00** based upon the verified bill of particulars that was filed herein by Claimant.

This cause comes before this Court on the basis of a joint stipulation submitted by the parties hereto wherein the CDB admits all of the allegations of the complaint as filed with respect to the issue of liability. In this regard, the CDB admits, among other things: that Claimant's bid complied with all of the bidding requirements and documents issued by the CDB, including a minority participation requirement; that, of the five bids received by the CDB at the public opening of bids on October **30, 1975**, Claimant's bid for the construction project in the amount of **\$1,544,863** was the lowest bid that complied with all of the bidding requirements and documents and that, as such, Claimant's bid was the lowest responsible bid for the construction project; that the amount of Claimant's bid was **\$184,137** below the CDB's budget for the project; that the CDB accepted Claimant's bid; that such acceptance created a binding, enforceable contract between the parties; and that, notwithstanding that Claimant at all relevant times was ready, willing and able to perform, the CDB, without lawful justification, failed and refused to perform its obligations under the contract with Claimant. Because Claimant's bid was the lowest bid that complied with all of the CDB's bidding require-

ments and documents, including the material minority participation requirement, Claimant's bid was the "lowest responsible" bid for the construction project within the meaning of the provisions of the Illinois Purchasing Act. (Ill. Rev. Stat. 1975, ch. 127, par. 132.1 *et seq.* Cf. *S. N. Nielson Co. v. Public Building Com.* (1980), 81 Ill. 2d 290.) And, the CDB's acceptance of Claimant's bid created a binding, enforceable contract between the parties. (*Park Commissioners v. Carmady* (1908), 139 Ill. App. 635; *People ex rel. Department of Public Works and Buildings v. Southeast National Bank of Chicago* (1971), 131 Ill. App. 2d 238.) Accordingly, the CDB's admissions satisfy the legal requirements concerning recovery in a cause of action based on contract, to-wit, existence of a contract and breach thereof.

Having before it the requisite elements of liability, the only thing remaining for this Court to do is to assess damages. In the joint stipulation, the parties have recommended to the Court that an award be entered in the amount of one hundred thousand dollars (\$100,000).

It must first be noted that this Court is not bound by any stipulation of the parties regarding the element of damages. It is the function of this Court to adjudicate controversies between the State of Illinois and Claimants. In so doing, this Court has the responsibility of considering all of the elements of the case and arriving at a fair and reasonable amount of damages in light of the facts of the case.

However, this Court will not reject a recommendation of the parties where that recommendation appears to be reasonable, has been entered into without duress on the part of either party and has been made with full knowledge and authorization by the parties. In light of the fact that both parties have conducted full discovery

herein, that the recommendation is jointly made with the full knowledge and proper authorization of each party, and given the problems of proof inherent in the trial of a matter of the nature herein and in the interests of judicial economy, this Court hereby accepts the recommendation of the parties regarding an award in this case.

It is hereby ordered that the Court's order of September 7, 1978, is vacated and an award be entered in favor of the Claimant, Joseph J. Duffy Co., in the amount of one hundred thousand dollars (**\$100,000.00**) in full and complete satisfaction of any and all matters which are the subject of the complaint filed herein.

(No. 76-CC-1870—Claim denied.)

ROBERT G. KAYSEN, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed July 17, 1980.

FREDERICK J. STEFFEN, for Claimant.

WILLIAM J. SCOTT, Attorney General (KEVIN J. CAPLIS, Special Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—claimant failed to prove that State breached duty of maintaining highways. Photographs portraying potholes and patches in highway surface submitted by Claimant in support of claim for injuries sustained in automobile accident allegedly caused by potholes were insufficient to support the claim as the evidence showed that Claimant was not in exercise of due care in the operation of his vehicle.

ROE, C. J.

The Claimant, Robert G. Kaysen, brought this action to recover for damages he sustained by reason of personal

injuries which he alleged were caused by the negligence of the State in failing to maintain a State highway. A bifurcated hearing was held before a commissioner at which much testimony and numerous exhibits were offered by both parties. Following the hearing this case was argued orally before the full Court.

The incident complained of occurred near midnight on July 22, 1975, while Claimant was driving his automobile easterly on Route 72, approximately two miles west of Route 31, west of Dundee, Illinois. Route 72 is a two-lane highway with asphalt surface. Weather conditions were clear at the time of the accident.

Claimant testified that he was traveling approximately 50 miles per hour and that as he approached a curve he hit a number of potholes in the road, that his tires grabbed and his automobile skidded sideways, thereby causing him to lose control of the vehicle and crash into a telephone pole. Other witnesses, on behalf of the Claimant, testified to certain imperfections in the road. Photographs were also introduced into evidence which Claimant's witnesses testified represented the scene of said potholes.

James Montalbano, a police officer for the Village of Sleepy Hollow, testifying for the Respondent, stated that he witnessed a part of the accident and in fact saw Claimant's vehicle traveling at a rate of speed which he estimated to have been between 60 and 70 miles per hour. David R. Barrows, a deputy sheriff with the Kane County Sheriff's Police also testified on behalf of the State. Each of these two witnesses stated that he made an investigation of the scene of the accident the same night and also the next morning during daylight hours and did not observe the hole or holes in the pavement which was testified to by the Claimant and his witnesses. The

exhibits introduced into evidence at the hearing support their testimony. A careful examination of the photographs does not reveal any such pothole or defect which could relate to the erratic movement of the vehicle prior to leaving the highway and striking the telephone pole.

Officer Barrows testified that during both of his investigations he walked the entire distance from the point of impact of Claimant's automobile with the telephone back to the area where Claimant alleged the pothole existed, and that neither immediately following the accident nor the next morning did he see any potholes or other patched surfaces which he, in his opinion, felt would constitute a hazard to a vehicle traveling on the highway. He further stated that he walked back to approximately 200 to 300 feet west of where the tire marks began and saw no evidence of any particular imperfections. He did testify that he noted a patch in the pavement similar to the patch identified by Claimant in Exhibit No. 4 as the area of the pothole. However, he further noted that the patch was not fresh. Joseph Koster, a District Safety and Claims Manager with the Department of Transportation, testified that the patch shown in Exhibit No. 4 was located approximately 1200 feet west of the beginning of the curve and that said patch was present at the time of the accident, basing his testimony on Department of Transportation records which showed that no repairs to the area in question had been made within either one week prior to or one week following the occurrence.

After careful scrutiny of the entire record now before us we conclude that the photographs allegedly portraying potholes and patches which were submitted into evidence by the Claimant do not relate to or support

Claimant's own testimony as to the cause of losing control of the vehicle.

The Court has consistently held that the State is chargeable with a duty to maintain its roads in a reasonably safe condition for the purpose for which they are intended. It follows, therefore, and we have so held, that in order for Claimant to prevail in a case of this nature he must prove by a preponderance of the evidence that the Respondent breached its duty and that said breach proximately cause the injuries complained of. We find that Claimant has failed to so prove both the breach of duty and causation.

Claimant also has the burden of proving freedom from contributory negligence. Based upon the testimony adduced at the hearing, including witness Montalbano who was an occurrence witness, we are of the opinion that the Claimant did, in the operation of his vehicle, contribute to the accident. Other than the testimony of the Claimant himself who stated he was traveling between 50 and 55 miles per hour as he approached the curve and at the time he lost control of his automobile, nothing in the record supports that he was in the exercise of due care and caution for his own safety and the safety of others. In fact, the evidence supports that he was not in the exercise of due care.

Based on the foregoing, it is hereby ordered that this claim be and hereby is denied.

(No. 76-CC-2606—Claimant awarded \$6,378.92.)

LEWIS UNIVERSITY, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed March 16, 1981.

DUNN, STEFANICH, MCGARRY AND KENNEDY, LTD., for
Claimant.

CONTRACTS—partial award granted where only part of budget was spent.
A partial award was granted Claimant for the contract period as only part of the budget was spent and the rights of either party would not be prejudiced for the remaining portion of the contract period.

POCH, J.

This matter coming on to be heard upon a joint stipulation for a portion of the complaint, which has been agreed to by Claimant, Lewis University, by its attorney Roman Okrei and by the Respondent by Tyrone C. Fahner, Attorney General of the State of Illinois, and the court being fully advised in the premises:

Finds: The stipulation pertains exclusively to the contract period from July 1, 1973, to September 20, 1973, and does not pertain to the contract period from October 1, 1973, to May 31, 1974, which is only a portion of the complaint.

The audit of the program during this contract period from July 1, 1973, to September 20, 1973, showed that \$11,029.13 of the budgeted amount had not been expended for this project and should not be reimbursed to Claimant.

The total contract amount for this partial period was \$52,904.71 with \$35,496.66 already paid leaving a difference of \$17,408.05 in dispute. By reducing the \$11,029.13 of unexpended budget amounts from the disputed amount, the actual amount expended on the project for this partial contract period was \$6,378.92.

It is hereby ordered that Claimant is granted a partial award of **\$6,378.92** for the contract period from July 1, 1973, through September 30, 1973, and further does not prejudice the rights of either party for the remaining portion of the contract between October 1, 1973, through May 31, 1974.

(No. 76-CC-2913—Claim dismissed.)

ARTHUR D. RELFORD and FAIR EMPLOYMENT PRACTICES COMMISSION, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 19, 1980.

Order on rehearing filed August 13, 1980.

CORNFIELD AND FELDMAN (CLIFFORD SCOTT-RUDNICK, of counsel), for Claimants.

PRACTICE AND PROCEDURE—*cause dismissed on Court's own motion.* Claim dismissed on the Court of Claims' own motion where the complaint herein based upon an order and decision of the Fair Employment Practices Commission was filed subsequent to the expiration of the time authorized for the filing of such complaints.

HOLDERMAN, J.

This matter coming on to be heard upon the motion of Respondent to dismiss Claimant's complaint and, it appearing to the court that Claimant has received due notice of said motion, and, the court being fully advised in the premises:

The court finds that the complaint herein is based upon an order and decision of the Fair Employment Practices Commission pursuant to an F.E.P.C. complaint filed 281 days after the alleged charge was filed and that *Board of Governors v. Fair Employment Practices Commission* (1979), 78 Ill. 2d 143, is controlling.

It is hereby ordered that the motion of Respondent be and the same is hereby granted and the complaint be and is hereby dismissed.

ORDER ON REHEARING

HOLDERMAN, J.

This matter comes before the Court upon the motion of Claimant to vacate and petition for rehearing and Respondent's motion to strike Claimant's motion to vacate and petition for rehearing.

The substance of Claimant's motion to vacate and petition for rehearing is that there was not a motion to dismiss pending before the Court at the time the Court entered its order of May 19, 1980. In order to clarify the situation and to remove any procedural questions, the Court now enters the following order:

That of its own motion, said cause shall be dismissed. The Court cites the case of *Joliet Mass Transit District v. Illinois Fair Employment Practices Commission* (1980), 85 Ill. App. 3d 270.

The Court, in its findings in the above case, reaffirmed the *Board of Governors* case and the *Springfield-Sangamon* case dealing with a similar situation and reiterated its previous finding "that the legislative intent was that the complaint be filed within 180 days of the charge and that absent an extension of the 180 day period agreed to in writing by all parties, and approved of by a member of the FEPC, the filing of the complaint subsequent to the expiration of that time was unauthorized."

Respondent's motion to strike Claimant's motion to vacate and petition for rehearing is hereby granted and this cause is dismissed.

(No. 77-CC-0108—Claimant awarded \$33,832.00.)

FREDERICK QUINN CONSTRUCTION Co., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 18, 1981.

LORD, BISSELL & BROOK (C. JOSEPH YAST, of counsel),
for Claimant.

TYRONE C. FAHNER, Attorney General (RICHARD J. GROSSMAN, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—award granted where parties agreed to compromise and settle claim. The agreement negotiated between the parties in good faith and with full authority to settle the claim would be approved by the Court and an award granted on the basis of that settlement.

PER CURIAM.

Claimant herein filed its complaint sounding in breach of contract for alleged damages arising out of the construction of Lisle High School in Lisle, Illinois. Claimant was general contractor for said project under a contract with the Capital Development Board. In its two-count amended complaint, Claimant seeks \$23,206.70 for increased costs due to certain delays related to the project and \$11,196.00 as a result of additional work it was required to perform which were in the nature of repairs.

This cause is presently before this court on the basis of a stipulation by the parties which incorporates a settlement agreement between the Claimant, Capital Development Board, and the State of Illinois. The parties have agreed between themselves to compromise and settle this claim for the amount of **\$33,832.00**.

It is apparent to this court that the settlement agreement has been negotiated in good faith and with full authority by all parties. While it is the province of

this court to consider each claim on its merits and determine the amount of damages, if any, an agreement of the parties to settle the claim will not be ignored.

In the case herein, the parties have agreed to settle the claim and have recommended this court honor its agreement. Having examined same, this court is of the opinion that the agreement is fair and responsible to both sides and will not attempt to second guess the parties herein.

It is hereby ordered that Claimant, Frederick Quinn Construction Company, be awarded **\$33,832.00** in full and complete satisfaction of all matters which are the subject matter of the claim herein.

(No. 77-CC-0125—Claimant awarded \$3,000.00.)

**DANNY LEE HORTON, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed August 4, 1980.

ANESI, OZMON, LEWIN & ASSOCIATES, LTD., for Claimant.

WILLIAM J. SCOTT, Attorney General (CARL J. KLEIN, Assistant Attorney General), for Respondent.

PRISONERS AND INMATES—award granted for time unjustly served in prison. Award of \$3,000 granted where Claimant served ten months in prison for a crime of which he was not guilty as another person confessed to the crimes for which Claimant was convicted.

POCH, J

This was an action for compensation against the State of Illinois for time unjustly served in prison. The

claim is made under provisions of Ill. Rev. Stat. **1979**, ch. **37**, par. **439.8(c)**, which is as follows:

“All claims against the State for time unjustly served in prisons of this State where the persons imprisoned shall receive a pardon from the governor stating that such pardon is issued on the ground of innocence of the crime for which they were imprisoned; provided, the Court shall make no award in excess of the following amount: for imprisonment of 5 years or less, not more than \$15,000.00; for imprisonment of **14** years or less but over 5 years, not more than \$30,000.00; for imprisonment of over 14 years, not more than \$35,000.00; and provided further, the Court shall fix attorney’s fees not to exceed **25%** of the award granted.”

Under the statute, imprisonment for five years or less, unjustly served, is a basis for an award for not more than **\$15,000.00**.

The facts, as they relate to the Respondent’s liability are undisputed. Claimant, at age 17, was arrested on April **23, 1975**, and charged with attempted murder, attempted armed robbery and aggravated battery and was incarcerated in the Winnebago County Jail on that date. On November 7, **1975**, he was convicted of the three charges and on November **14, 1975**, he was sentenced to ten months in jail (with credit given for seven months already served) to be served in the Winnebago County Jail and three years probation.

Claimant was released, pursuant to his sentence, in January **1976**. Subsequently, on April **28, 1976**, a confession was obtained by police from another party admitting the commission of the crimes for which Claimant was convicted. On December **15, 1976**, Governor Daniel Walker issued Claimant a pardon on the grounds of innocence.

Since the Claimant has received such a pardon, the sole obligation of the Court is to find the amount that is due the Claimant and also set the attorney fees that should be paid by Claimant.

Respondent asserts that Claimant has not established

the amount of damages to which he is entitled while Claimant contends that he should be awarded \$15,000.00 as compensation for his unjust imprisonment.

Claimant was seventeen years of age at the time of his conviction and he was a high school student in the eleventh grade learning his trade of commercial art. Prior to incarceration he worked as a part-time machine operator.

Based upon the evidence before the Court, the Court enters an award to the Claimant for the sum of three thousand and 00/100 (\$3,000.00) dollars and, in addition, sets the attorney fees at the sum of **25%** of the award and payable from the award.

(No. 77-CC-0290—Claimant awarded \$1,312.78.)

**MARTIN D. MILLER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed November 6, 1980.

PAUL BRADLEY, for Claimant.

TYRONE C. FAHNER, Attorney General (PAUL M. SENGPIEHL, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—Respondent's refusal to pay for services rendered justified grant of award. Claimant was granted an award as the Respondent's agent had authority to enter into the contract for the services of Claimant in the area of appraisals for tax purposes and the contract was valid.

POCH, J.

This is a claim based on an alleged contract between Claimant and the State of Illinois, Department of Local Government Affairs.

Claimant, with leave of court, and over the objections of Respondent, amended his complaint by reducing his claim from \$2,562.71 to \$1,312.78, inasmuch as part of his claim was paid by a railroad pursuant to the order of the Circuit Court of Cook County.

The facts are essentially undisputed. Claimant is a self-employed appraiser and property tax consultant familiar with the appraisal of property of utility companies and railroads.

In May or June 1976, Claimant received an oral telephonic request from William Townsley, Chief of the Office of Financial Affairs, Dept. of Local Government Affairs, to review and critique a procedure developed by the Dept. of Local Government Affairs for appraisal of railroads for assessment purposes.

On June 8, 1976, Claimant prepared and forwarded to Mr. Townsley a written estimate for the proposed work. The fee quoted was \$250.00 per day plus out-of-pocket travel and other expenses. In the estimate, Claimant stated "I would estimate that the total cost of the review and critique report would not exceed \$1,700.00".

On June 11, 1976, Mr. Townsley called Claimant and told Claimant to proceed with his work. Claimant thereupon commenced work on his report and completed the same on August 25, 1976, and forwarded the same to the Dept. of Local Government Affairs which accepted delivery thereof.

On August 21, 1976, Claimant submitted an invoice in the amount of \$2,562.71, which consisted of billing for fees of \$2,187.50 and expenses of \$375.21.

On December 20, 1976, the Dept. of Local Government Affairs wrote Claimant requesting the dates of travel and hotel expenses and informing Claimant that

there would be a problem in processing the invoice for payment for fiscal year ending June 30,1976.

Claimant supplied the necessary information on December **22,1976**. On January **13,1977**, the Director of the Dept. of Local Government Affairs, Frank Kirk, acknowledged the existence of an agreement between the parties but stated that payment for fiscal year 1976 could be made only through the Court of Claims.

On February **3, 1977**, Claimant received a letter from John W. Castle, Acting Director of the Dept. of Local Government Affairs, advising Claimant, for the first time, that the position of the Department would be that the contract violated the provisions of the Illinois Purchasing Act.

Respondent, for its evidence, produced Vincent W. Johnson, Chief Fiscal Officer of the Dept. of Local Government Affairs, who testified that the procedure in the department was, in 1976 and thereafter, that all contracts were reduced to writing and approved by the Director of the Department and reviewed by legal counsel and that a copy was given to the State Comptroller.

Respondent defends this claim by raising three arguments as follows:

1. That Mr. Townsley had no authority to enter into a contract with anyone which would bind the State of Illinois.

2. That the alleged contract violates the Illinois Purchasing Act.

3. That the Illinois statutes require the filing of a memorandum with the State Comptroller's Office, which is not shown to have taken place here.

As to Respondent's first contention, Respondent

relies solely on the testimony of Mr. Johnson, Chief Fiscal Officer of the Department, as to the procedures then in force in the Department. However, none of those procedures have the force of law. There was no showing that Claimant knew of such procedures. No regulations had been promulgated stating that only the Director of the Department had authority to enter into professional contracts nor has any statutory authority been cited to limit the contract making ability of those who are in apparent authority.

Mr. Townsley, having the title of Chief of the Office of Financial Affairs, had ostensible or apparent authority to enter into the agreement. In any event, the Director of the Department admitted the validity of the contract by his letter to Claimant of January 13, 1977, and thereby admitted that Mr. Townsley did, in fact, have authority to enter into the contract.

Respondent's second argument is based on the Illinois Purchasing Act, Ill. Rev. Stat., ch. 127, pars. 132.9(a) and 132.10, which state as follows:

"132.9a Contracts for professional, technical or artistic skills. §9.01. Whenever any State agency contracts for services involving professional, or artistic skills and involving an expenditure of more than \$2,500 for the same type of service at the same location during any fiscal year, which contract is exempt from competitive bidding by reason of sub-paragraph (2) of paragraph a of Section 6, a copy of the contract, which must be reduced to writing, shall be filed with the Comptroller. All copies of contracts filed pursuant to this Section are public records. The originals or copies of contracts filed pursuant to this Section shall be maintained by the Comptroller in files separate from those used for the filing of other contracts."

"132.10 Void contracts. §10. Any contract entered into or purchase or expenditure of funds by a State agency in violation of this Act or the rules and regulations adopted in pursuance of this Act is void and of no effect. Amended by P.A. 78-944, §1, eff. Nov. 14, 1973."

Respondent argues that since the invoice exceeded \$2,500.00, the statutory limit, the contract is legally void.

We disagree. The original contract was for an amount not to exceed \$1,700.00. There was no expectancy, when made, that the contract would exceed the statutory limit. Thus, the contract, when made, did not violate the Illinois Purchasing Act by not having been reduced to writing and signed by both parties.

The fact that Claimant thereafter billed respondent for more than the statutory limit does not invalidate the original contract. That part of the invoice which exceeds \$1,700.00 was not authorized by Mr. Townsley or anyone else on behalf of the Respondent, and was not authorized by the Agreement. The proposal had a ceiling of \$1,700.00 and thus Claimant had no right to run up a bill in excess of that amount without further authority from Mr. Townsley. There is no evidence that such authority was **given**.

It is thus clear that the actual compensable contract, being below the limits set in the Illinois Purchasing Act, are not voided by that Act.

The Respondent's final argument is based on Ill. Rev. Stat., ch. **151**, pars. 211 and **215**, which state as follows:

"211. §11. Contracts for professional, technical or artistic skills—Vouchers—Warrants). No voucher shall be submitted to the comptroller for a warrant to be drawn for the payment of money from the State treasury or from other funds held by the State Treasurer on account of any contract for services involving professional, technical or artistic skills which is subject to Section **9.01** of "The Illinois Purchasing Act" unless the provisions of that Section have been complied with. In addition, no voucher for payment for professional, technical or artistic skills which is in excess of **\$1500**, may be approved by the comptroller unless the contract or a memorandum for such services has been filed with the comptroller."

"215. §15. Copies of certain contracts to be filed.) Whenever a contract liability, except for personal services, equalling or exceeding **\$500** is incurred by any State agency, a copy of such contract, purchase order, lease or requisition shall be filed with the comptroller within **5** days thereafter. Any cancellation or modification to any such contract liability shall be filed with the comptroller within **5** days of its execution."

As to par. 211 there is no evidence that a memorandum was filed with the Comptroller. However, the proposal of the Claimant constituted a memorandum which the Department of Local Government Affairs could have, should have, and still may file with the Office of the Comptroller. Such action is peculiarly within the control of the Respondent and should not be the basis of a denial of the claim.

As to par. 215 the same is inapplicable as it contains within it an exception for personal services contracts.

It is hereby ordered that the Claimant, Martin D. Miller, be and the same is hereby awarded the sum of one thousand three hundred twelve and 78/100 (\$ 1,312.78) Dollars.

(No. 77-CC-0411—Claim dismissed.)

FRANCIS SITOWSKI, Administrator of the Estate of Thomas J. Sitowski, Deceased, Claimant, v. THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES, and WILLIAM T. COUGHLIN, Respondents.

Order filed April 14, 1980.

Order on denial of rehearing filed August 1, 1980.

PATRICK MAHONEY AND ASSOCIATES, P.C., for Claimant.

PRACTICE AND PROCEDURE—illegal acts of officers are not acts of State. The legal official acts of State officers are in effect acts of the State, and illegal acts performed by officers are not and a suit may not be maintained against the State based on such an illegal act.

NEGLIGENCE—illegal action of State officer was not basis for action against State. Claimant failed to exhaust its remedies when suit was filed in the Court of Claims rather than in a civil court for the illegal actions of a State officer who shot and killed the deceased since, at the time of the shooting, the State employee was not acting within the scope of his employment as an

employee of the Department of Children and Family Services, and therefore the State **was** not responsible for the employee's actions.

PRACTICE AND PROCEDURE—*untimely* petition for rehearing denied. The petition for rehearing which was filed more than **30** days after the entry of the order dismissing the claim was denied **as** the petition was untimely and presented no new matter for the court's consideration.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss and objections to said motion by Claimant. This matter having been heard on oral argument and the Court being fully advised in the premises, finds:

That Respondent's motion is based primarily upon the fact that the offense on which this action is predicated was committed by a member of the State of Illinois, Department of Children and Family Services. Respondent's motion sets forth that the act committed by the State employee was a criminal act and not in the furtherance of any of his duties with the State of Illinois, and that on the day the act was committed, the employee had called in sick and was not actually on duty at the time the act occurred.

Respondent makes further objections on the ground that Claimant has not exhausted his remedies as he has not filed suit, except in the Court of Claims, against the individual who committed the act complained of. Claimant filed suit in the Court of Claims attempting *to* join the State of Illinois and the State employee in one action. Respondent also bases its motion to dismiss on the failure of claimant to comply with the provisions of Rules 5, 6, 7 and 8 of the Court of Claims.

Thomas J. Sitowski was fatally wounded on March 9, 1976, by one William T. Coughlin, an employee of the State of Illinois Department of Children and Family Services. He had been one of the State's employees

assigned to handle the case of Tami Sitowski, daughter of the deceased, and there had been difficulties between the deceased and the employee of the State.

It is the opinion of this Court that it is the law of the State of Illinois that legal official acts of State officers are in effect acts of State itself, illegal acts performed by officers are not, and when a State officer performs illegally or purports to act under an unconstitutional act or under authority which he does not have, a suit may be maintained against the officer and is not an action against State. *Sass v. Kramer* (1978), 72 Ill. 2d 485, 381 N.E.2d 975, opinion handed down by Justice Ryan. In the case of *Gambling v. Cornish, et al*, 426 F. Supp. 1153 (1977), it was held that when certain police officers of the City of Chicago committed torts against the Claimant, the officers were not acting within the scope of their employment.

The Court further finds that by filing suit against the officer involved in the fatal shooting in the Court of Claims rather than in a civil court of the State of Illinois, Claimant has not exhausted its remedies as required by the Statutes of the State of Illinois.

It is the opinion of this Court that at the time the shooting occurred, the State employee was not acting within the scope of his employment and the State, therefore, is not responsible for said act.

It is hereby ordered:

That this case be, and the same is dismissed.

ORDER ON DENIAL OF REHEARING

HOLDERMAN, J.

This matter coming on to be heard upon the motion

of Respondent to strike Claimant's petition for rehearing, and it appearing to the court that Claimant has received due notice of said motion, and the court being fully advised in the premises; finds:

1. That the petition for rehearing herein is defective in that it was not filed within thirty (30) days of entry of the order of April 14, 1980, which order dismissed the claim herein.

2. That the Claimant has presented no new matter to the court for its consideration and has failed to show the court that it misapprehended or failed to apply the law properly.

3. That the Claimant failed to comply with Section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5), in that she did not seek a remedy against William Coughlin.

4. It is hereby ordered that the Claimant's petition be and the same is hereby denied.

(No. 77-CC-0485—Claim dismissed.)

DR. MARCEL FRENKEL, M.D., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Order filed November 5, 1980

DR. MARCEL FRENKEL, M.D., *pro se*, for Claimant.

PUBLIC AID CODE—claim incorrectly attributing nonpayment to lapse of funds dismissed. Physician's claim for medical services rendered to a public aid recipient was dismissed as the claim incorrectly attributed nonpayment to lapse of funds, as the claim had been satisfied by payment which was accepted by Claimant which effected a good accord and satisfaction..

POCH, J.

This matter coming to be heard upon the motion of the Respondent to dismiss the claim herein, and it appearing to the Court that Claimant has received due notice of said motion, and the Court being fully advised in the premises:

Finds:

1. That this motion is brought pursuant to Illinois Rev. Stat. 1979, ch. 110, par. 48(ii).

2. That Claimant alleges that Respondent owes \$1,100.00 for medical services rendered to a public aid recipient on August 8, 1976.

3. That according to the Department of Public Aid report, the entire amount of the claim was \$500.00 and was satisfied on January 3, 1977, when Respondent tendered and Claimant accepted payment of \$500.00.

4. That Ill. Rev. Stat. 1978, ch. 23, par. 11—13 provides in pertinent part, that “acceptance of the payment by or in behalf of the vendor shall bar him, from obtaining or attempting to obtain, additional payment therefor from the recipient or any other person.”

5. That Claimant effectuated a good accord and satisfaction of the pre-existing claim when he agreed to accept the new security tendered by Respondent on January 3, 1977, and therefore is precluded from recovering additional funds now.

6. That Claimant’s complaint attributes nonpayment to lapse of funds.

7. That the unpaid balance of Claimant’s statement was refused not by reason of lapse of funds as stated by Claimant, but rather for the reason that the claim had been satisfied by the payment of \$500.00.

8. Claimant's complaint therefore incorrectly attributes nonpayment to lapse of funds and is therefore dismissed.

It is hereby ordered that the motion of Respondent be, and the same is, hereby granted and the claim herein be and is hereby dismissed.

(No. 77-CC-0558—Claimant awarded \$39,346.47.)

**VERNA HESTERLY, Claimant, v. THE STATE OF ILLINOIS,
DEPARTMENT OF CORRECTIONS, Respondent.**

Opinion filed March 6, 1981.

RANDALL M. JACOBS, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—agreement between Claimant and former employer is *not binding on Court of Claims.* The agreement entered into between the Claimant and the State department which wrongfully terminated her employment was not binding on the Court of Claims when Claimant sought to recover the amount agreed upon and the Court of Claims was free to consider the circumstances and enter an award based on those considerations.

HOLDERMAN, J.

Claimant filed a claim against the State of Illinois alleging that in September 1971 the Department of Corrections of the State of Illinois wrongfully terminated her employment.

Claimant filed a claim with the State of Illinois Fair Employment Practices Commission, Charge No. 73S-57. As a result of the filing of this claim, Claimant and the

Illinois Department of Corrections entered into an agreement wherein Claimant was to receive the sum of **\$49,595.70**. In this agreement, there was a statement to the effect that the Illinois Department of Corrections “shall not challenge the Complainant’s claims for damages as set forth in the statement of damages when such claim is presented to the Court of Claims.”

Claimant seeks to recover the amount agreed upon in said agreement with the Illinois Department of Corrections in the amount of **\$49,595.70**, plus an additional **\$8,987.86** which she claims was the amount of additional damages she incurred by reason of her attempt to enter into a business which was unsuccessful, or a total of **\$58,583.56**.

It is Respondent’s contention that the agreement entered into by and between Claimant and the Illinois Department of Corrections is not binding upon the Court of Claims and that the amount sought in damages is incorrect. Respondent’s position is that the money lost by Claimant in attempting to start a new business while being idle is not chargeable against the State of Illinois. Respondent also states that her earnings of **\$4,683.47**, which was the amount she earned during the period of time she was laid off, is not, in itself, sufficient to show she made a diligent effort to reduce the amount of the claim she might have against Respondent.

The date of Claimant’s layoff was September 30, **1971**, and her subsequent return to employment with the State of Illinois was January **15, 1977**, following an order and decision of the FEPC.

The only evidence in the record is that introduced by Claimant concerning the efforts she made to find gainful employment during the period of her layoff. Respondent was very critical of this evidence and argues

that it did not show sufficient effort on the part of Claimant to minimize the amount recoverable from the State by securing other gainful employment. Claimant did not submit any applications for the various places she allegedly applied for employment. Her testimony was that in most places, prospective employers refused to take her application.

In the agreement reached between Claimant and the FEPC, the dollar figure set forth indicates a claim in the amount of **\$49,595.70**. This was arrived at by calculating what Claimant would have earned had she been re-employed by the State of Illinois on June 1, **1972**, minus actual earnings and vacation day credits, plus interest of **6%** on the balance that she would have earned. Respondent takes the position that the maximum amount claimant is entitled to is \$44,509.94, less \$480.00 for vacation allowance credits and **\$4,683.47** for earnings in **1976**, leaving a balance of **\$39,346.47**.

It is the Court's opinion that the agreement entered into between Claimant and the FEPC is not binding upon the Court of Claims and that interest on claims of this nature cannot be allowed. Interest can be allowed only where there is a special statute providing for the same. See **18 Ill. Ct. Cl. 156**.

It is the Court's opinion that in the absence of evidence offered by Respondent to show that Claimant had failed in her efforts to mitigate the damages, an award in the amount of **\$39,346.47** is hereby entered in favor of Claimant.

(No. 77-CC-0644—Claimant awarded \$720.00.)

ELEANOR COONLEY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed September 4, 1980.

MCBRIDE, BAKER, WIENKE & SCHLOSSER (PAUL D. FRENZ, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (PAUL SENGPIEHL, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*claim awarded where State refused to pay for services rendered. An award was entered where the Department of Children and Family Services refused to pay for services rendered by the Claimant, a clinical social worker, who performed services on the assurance a written contract would be approved.*

POCH, J.

Claimant seeks to recover the sum of \$720.00 for services performed for the Department of Children and Family Services of the State of Illinois. The Claimant is a clinical social worker.

In December of 1976 the Claimant was given a form contract, by an agent of the Department to perform social services for the Department as a clinical social worker. The contract was signed by the Claimant and by agents for the Department of Children and Family Services. All the relevant information was set forth with the exception of the maximum amount payable. The contract was sent to Springfield for final processing. While Claimant waited for the final approval of said contract, she was told by the agents that the Department was apt to be slow in returning it. Based on these assurances by the agents of the Department, Claimant began performing her services under the contract. Thereafter she submitted vouchers to the State for \$720.00 to

compensate her for the services performed, which the State refused to pay.

The State does not dispute the fact that Claimant has performed services but that there was no written contract.

From the record and the briefs of the parties the Court finds that the claim is a just and lawful one, which should be paid. It is, therefore, the judgment and order of this Court that an award be made to Claimant, Eleanor Coonley, in the amount of seven hundred and twenty dollars (\$720.00).

(No. 77-CC-0677—Claim dismissed.)

**ELVIS ROWLAND, SR., Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order filed December 3, 1980.

Order on denial of rehearing filed March 26, 1981.

Order on denial of motion for reconsideration filed June 29, 1981.

RICHARD F. MCPARTLIN, for Claimant.

PRACTICE AND PROCEDURE—Fair Employment Practices Commission. Subject matter jurisdiction cannot be conferred upon court by consent of parties or by their acquiescence, and the time for a dismissal motion based on jurisdiction may be extended only where all parties agree to the extension in writing.

SAME—Fair Employment Practices Commission claim dismissed—jurisdiction. Fair Employment Practices Commission was dismissed where the claim was not timely filed and there was not written agreement as to an extension of time and the Fair Employment Practices Commission does not have statutory authority to render a monetary award against the State.

HOLDERMAN, J.

This matter comes before the Court upon the second motion to dismiss filed by Respondent and objection to said motion filed by Claimant.

This case has been pending for several years and there have been a multitude of motions filed by both parties and several new issues presented to the Court for the first time.

Claimant filed a claim against the State of Illinois seeking to collect an award entered by the Illinois Fair Employment Practices Commission (F.E.P.C.). This award was for monetary damages awarded to Claimant and he seeks not only to recover the monetary damages but also the interest on said award.

The claim before the F.E.P.C. was filed **194** days after the incident arose on which this claim is based.

The Respondent's motion to dismiss sets forth the following reasons for dismissal:

"1. That respondent brings this motion pursuant to Ill. Rev. Stat., **1977**, ch. 110, sec. **45(2)** because the complaint is substantially insufficient in law.

2. That respondent also brings this motion pursuant to Ill. Rev. Stat., **1977**, ch. **37**, sec. **430.24—5**, providing that a claimant must exhaust *all other* remedies *before* seeking a final determination of his claim in this court.

3. That respondent also brings this motion pursuant to Ill. Rev. Stat., **1977**, ch. **37**, sec. **439.8** which provides that the Court of Claims 'shall have exclusive jurisdiction' of any claim against the State based upon any law of the State of Illinois.

4. That the complaint (Paragraph **5**, No. '**4**.') shows that the F.E.P.C. purported to enter a monetary award in favor of claimant in violation of Ill. Rev. Stat., **1977**, ch. **37**, sec. **439.8**.

5. That the complaint (Paragraph **5**, No. '**4**') shows that the F.E.P.C. purported to enter a monetary award

against the State of Illinois contrary to and in violation of the statute creating the F.E.P.C. (Ill. Rev. Stat., 1977, ch. 48, secs. 851, et seq.)”

Claimant filed his objection to said motion to dismiss and sought to have the same stricken or dismissed.

The first question is whether or not the Court of Claims has the jurisdiction of this cause and whether or not the motion to dismiss, which was filed some four and one-half years after the initial proceedings were started, was too late. The Courts of Illinois have held that a motion questioning the jurisdiction of the Court may be raised at any time. See *Talandis Construction Corp. v. Illinois Building Authority*, 60 Ill. App. 3d 718.

The general rule in Illinois seems to be that this question can be raised at any time and that every act of the Court beyond its jurisdiction is void.

It seems well established, therefore, that Respondent could raise its motion to dismiss at any time. It is interesting to note in the *Talandis* case above cited that the question of jurisdiction was raised some five years after the start of the litigation, which is even longer than in the present case.

The Respondent dwells at some length upon the statute establishing the time a suit should be started. The pertinent part of the statute in question is Ill. Rev. Stat. 1977, ch. 48, par. 958.01, which states:

“Whenever such a charge of an unfair employment practice has been properly filed, the Commission, within 180 days thereof or within any extension of that **180** day period agreed to in writing by all parties and approved by a member of the Commission shall either issue and serve a complaint in the manner and form set forth in this Section or shall order that no complaint be issued. Any such order shall be duly served upon both the complainant and respondent.”

Respondent takes the position that this is a mandatory

condition and must be complied with and therefore the filing of the complaint some 14 days after the 180-day filing period is too late and that the matter should be dismissed.

Claimant takes the position that this time limitation is not mandatory and is discretionary, that it can be waived by the acts of the parties and that it has been waived in this instance by the long delay in the filing of the motion to dismiss.

Neither Claimant nor Respondent has been able to find a case directly in point.

Chief Justice Goldenhersh of the Illinois Supreme Court, in the case of *The Board of Governors of State Colleges and Universities for Chicago State University v. Illinois Fair Employment Practices Commission* (1979), 78 Ill. 2d 143, in commenting on this section of the statute, stated as follows:

“From our examination of the statute we conclude that the legislative intent was that the complaint be filed within 180 days of the charge and that absent an extension of the 180-day period agreed to in writing by all parties, and approved by a member of the FEPC, the filing of the complaint subsequent to the expiration of that time was unauthorized. We need not consider the question whether conduct other than an agreement in writing may be sufficient to extend the period, since the record presents no such question and, in each instance, the motions to dismiss filed with the FEPC show clearly that the limitation was not waived.”

Justice Ryan of the Illinois Supreme Court, in the case of *Springfield-Sangamon County Regional Plan Comm. v. Fair Employment Practices Commission*, 71 Ill. 2d 61, 68, in passing upon this particular section, stated that “the 180-day period prescribed in the statute was intended to ensure expeditious action on behalf of the FEPC, and must be considered mandatory.”

Cases have been cited to the effect that subject matter jurisdiction cannot be conferred upon a court by

consent of the parties or by their acquiescence, citing *Michelson v. Zndustrial Commission*, 375 Ill. 462,469-470, 31 N.E.2d (940), and other Illinois cases.

The Court notes that when this statute was passed, the legislature expressly provided how the time could be extended and was limited to an agreement, in writing, and signed by all parties. In the present case, there was not any such agreement in writing and it appears therefore that the statute telling the only way an extension could be granted was not complied with.

The next material question, in the opinion of the Court, is whether or not the F.E.P.C. has the right to make a monetary judgment or award against the State of Illinois.

The rule is well established in the State of Illinois that certain cases, with the express statutory exception of awards arising under the Illinois Workmen's Compensation Act, are limited to the Court of Claims. In the *Talandis* case heretofore cited, the Court held that the Illinois Court of Claims has exclusive jurisdiction to hear and determine certain enumerating matters, including all claims in tort and contracts against the State of Illinois, the only exception which the Court is aware of being the Illinois Workmen's Compensation Act where it expressly provides that all employees of the State are entitled to the benefits of the Workmen's Compensation Act. Consequently, the only place those rights can be asserted is in the Illinois Industrial Commission.

Claimant, in its brief, cites the case of *A. P. Green Services v. F.E.P.C.* 312 N.E.2d 314, where an award was made by the F.E.P.C. for monetary damages. The Court distinguishes that case from the present case because *A. P. Green* was a private corporation and not the State of Illinois.

Among other objections raised by the Respondent is the fact that there had not been any money appropriated by the legislature for the express purpose of paying the amount of the award in question and, as a matter of fact, the legislature had cut the appropriation so that not any money was available for the payment of the award.

The Court is of the opinion that the filing of this claim 14 days after the 180 day statutory period and without any extension agreed to in writing by the parties was late and is further of the opinion that the F.E.P.C. does not have the statutory authority to render a monetary award against the State of Illinois.

In view of the fact that the Court is of the opinion that this case should be dismissed because of failure to comply with the 180 day filing period and the F.E.P.C. not having the power to make a monetary award, it is not necessary for the Court at this time to pass upon the other objections raised by Respondent.

Motion to dismiss is hereby granted and this cause is dismissed.

ORDER ON DENIAL OF REHEARING

HOLDERMAN, J.

This matter comes before the Court upon petition of Claimant for rehearing of an order dismissing said cause.

The claim in this cause was filed 194 days after the incident arose out of which this claim is based.

The Court, in its order dismissing this cause, held that the claim should have been filed within 180 days as provided by statute and that the F.E.P.C. did not have the power to render a monetary award against the State of Illinois.

Claimant, in its filing of March 2, 1981, relies upon the case of *Louise v. Illinois Dept. of Labor*, 90 Ill. App. 3d 410. In that case, the Appellate Court held that mandatory time limitations are not jurisdictional in the sense of subject matter jurisdiction and are therefore subject to estoppel and waiver. In that particular case, it appears that the Claimant went to the Department of Labor for the purpose of filing a timely appeal and was informed that she could have more time and file her appeal two days after the deadline. She was further informed that the office was in the process of being moved and her files could not be located. The Court held that parties by their conduct may waive or be estopped from invoking the protections afforded them and that, in the present case, where the Claimant had sought to file her appeal within the required time fixed by statute, and was prevented from so doing by the acts of Respondent, Respondent is estopped from setting up the time limit as a defense.

The *Louise* case is vastly different from the case at bar as there was no showing on the part of Claimant to file his claim within the time prescribed by statute.

Motion for rehearing is denied and this cause is dismissed.

ORDER ON DENIAL OF MOTION
FOR RECONSIDERATION

HOLDERMAN, J

This matter comes before the Court upon motion of Claimant to reconsider and vacate order of March 28, 1981 denying petition for rehearing and dismissing cause.

The complaint in this cause was filed 194 days after the incident arose out of which this claim was based. The Court, in its original order dismissing this cause, stated that the claim should have been filed within 180 days as

provided by statute and the F.E.P.C. did not have the power to render a monetary award against the State of Illinois.

Claimant relies upon the case of *Louise v. Illinois Dept. of Labor*, 90 Ill. App. 3d 410. In that case, the Appellate Court held that mandatory time limitations are not jurisdictional in the sense of subject matter jurisdiction and are therefore subject to estoppel and waiver. In the *Louise* case, Claimant went to the Department of Labor for the purpose of filing a timely appeal and was informed she could have more time and file her appeal two days after the deadline. She was further informed that the office was in the process of being moved and her files had been lost. The Court held that the parties by their acts may waive or be estopped from invoking the protections afforded them and that where the Claimant had sought to file her appeal within the required time fixed by statute, and was prevented from doing so by the acts of Respondent, Respondent is estopped from setting up the time limit as a defense.

The *Louise* case is entirely different from the case at bar as there were no affirmative acts of misleading conduct on the part of the Respondent such as existed in the *Louise* case. In that case, the affirmative acts on the part of Respondent in misleading Claimant were the actual cause of her claim not being filed on time. There were no such acts or actions on the part of Respondent in the present case.

It is hereby ordered:

That Claimant's motion to reconsider and vacate order of March 28, 1981 denying petition for rehearing and dismissing cause is denied, and this cause is dismissed.

(No. 77-CC-0961—Claim denied.)

JOHN DOZIER, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed May 6, 1981.

JOHN DOZIER, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (SUE MUELLER and WILLIAM E. WEBBER, Assistant Attorneys General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*moving* expenses denied. The Claimant's application for moving expenses incurred when he was transferred from one geographic area to another was denied where the claim for reimbursement was not supported by any grant of authority from the Claimant's immediate supervisor and it was unreasonable to build a moving trailer and otherwise expend money in the manner Claimant did to effect the move.

ROE, C. J.

Claimant seeks from Respondent the payment of the sum of \$1,000.00 for moving expenses when Claimant, as an employee of the State of Illinois, he was transferred from one geographic area (Mill Shoals, Illinois—District 9) to another (Island Lake District 22), a distance of 315 miles. This claim was filed June 8, 1977.

This case was originally set for hearing on November 8, 1979, in White County, at Carmi, Illinois, but that setting was cancelled at Claimant's request. Thereafter, the matter was set for February, 7, 1980, at Harrisburg in Saline County, Illinois, and a hearing was held at that time. No briefs have been received from either the Claimant or the Attorney General's office.

Dozier testified that he was a revenue collection officer with the Illinois Department of Revenue and his duties were to effect tax collections for the Illinois Department of Revenue. At the time of his move, he had been employed by the State for approximately six years.

Claimant testified that he received a letter from the

Director of Revenue, Robert Allphin, informing him that he was transferred from Marion, Illinois to Wheaton, Illinois, effective October 1, 1975.

The letter, dated September 8, 1975, was admitted in evidence and states as follows:

“You are hereby notified that effective October 1, 1975, you are transferred to the District No. 2 office located at 421 North County Farm Road in Wheaton, Illinois. Please report to Mr. James Book, District Tax Administrator, at 8:30 a.m. on the effective date.”

Claimant testified that at the time he received the notice of transfer he filed a court case against the Department, objecting to the transfer, but ultimately moved in May or the first part of June in 1976.

In a memo prepared by the Claimant and attached to the claim in this cause the Claimant set forth in narrative form his computations as to the moving expenses. His expenses included the following:

Material Cost for Construction of moving trailer:	\$ 300.00
Labor constructing trailer (20 hours at \$8.00/hour):	160.00
Cover for trailer:	22.00
Cost differential for purchase of new car necessitated by damage dur- ing moving:	1,300.00
Damage to furniture in moving due to hole in trailer cover:	350.00
Four complete round-trips and one trip one-way: 2,835 miles at 20 cents per mile:	567.00
Sixty hours driving time at \$5.00/hour:	300.00
Repair of trailer cover:	<u>57.00</u>
TOTAL	\$3,056.00

Claimant claims \$1,000.00 for moving expense and argues that a co-employee moved to an area close to where Claimant moved (25 miles less distance) and was afforded \$1,700.00 in moving expenses.

Claimant was unable to provide any documentation consisting of receipts for bills, cancelled checks or other documentation tending to establish the expenditure of funds claimed by him and alluded to by his memo of March 10, 1977. Claimant states the differential in trading cars set forth by him in his memo is not included by him in justifying any part of this claim. Claimant justifies his mileage charge at the rate of 20 cents per mile based on "professional carrier people" charges at the time of the move. Claimant admits that the State rate for travel at that time was 12 or 13 cents per mile. Claimant claims that the damage to his trailer cover of \$57.00 is part of his claim because the trailer cover wore out having "simply mildewed from being stored." Claimant had no documentation tending to support his conclusion that the welding work he did to build the trailer for moving purposes should have been compensated at the rate of \$8.00 per hour. Claimant had no documentation tending to support his conclusion that public carriers engaged in the business of moving people at or about the time of Claimant's move were charging 20 cents per mile and \$5.00 an hour. Claimant said he had documentation relative to his purchase or expenditures regarding the trailer that he constructed.

Claimant submitted a group exhibit 3, consisting of quite a large number of letters and items tending to show that he did in fact move to Wauconda in connection with his change of location for job purposes.

Claimant argues that the personnel rules of the State of Illinois require that the State reimburse employees for

reasonable moving expenses. Claimant stated that he had oral authorization from his immediate supervisor to move and relocate, but he did not specifically have authorization to build the trailer or authorization to move in the manner which he chose to move.

The Court has been furnished with no arguments or authority on behalf of the Attorney General's office regarding the applicable rules and regulations with respect to travel reimbursement.

At the hearing, the Commissioner was provided with a rules pamphlet purporting to be issued by the Department of Personnel in Springfield, bearing a revision date showing an effective date of June 1, 1975. Rule **2-430** under "Employee Transfers" provides as follows:

"GEOGRAPHICAL TRANSFER

Geographical transfer is the transfer of an employee from one geographical location in the State to another for the performance of duties other than temporary assignments or details for the convenience of the employers. Geographical transfers shall be made only with the approval of the Director. An employee who refuses to accept a geographical transfer must report for duty at the new location but may make written appeal of such transfer to the Civil Service Commission within **15** days after the effective date of the transfer. An employee shall be reimbursed for all reasonable transportation and moving expense incurred in moving to a new location because of permanent geographical transfer unless such transfer was applied for by the employee."

Claimant has failed to show to the Court any authority for his claim other than the above-quoted Section. It is impossible from the record in this cause for the Court to adjudicate whether Claimant is entitled to moving expenses and if so, the computation of the expenses upon which he is entitled reimbursement. We find that Claimant has failed to meet his requisite burden of proving entitlement to the amount claimed or any amount. Therefore, this claim is hereby denied.

(No. 77-CC-1270—Claim dismissed.)

CYRENIAICA MOORE, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed December 9, 1980.

CYRENIAICA MOORE, *pro se*, for Claimant.

PRACTICE AND PROCEDURE—Court of Claims lacks jurisdiction to review decision of Department of Labor on reissuance of unemployment check. The claim based on the decision of the Department of Labor not to reissue an unemployment check which had been fraudulently cashed by the Claimant's husband was dismissed as the Court of Claims lacks jurisdiction to review the decision of the Department of Labor not to reissue such a check.

POCH, J.

This matter coming on to be heard upon the motion of Respondent to dismiss the claim herein, and, it appearing to the court that Claimant has received due notice of said motion, and, the court being fully advised in the premises;

Finds that pursuant to Rule 14 of the Court of Claims the Departmental report issued by the Illinois Department of Labor, Bureau of Employment Security is *prima facie* evidence of the facts stated therein.

Finds: That the departmental report establishes that on June 28, 1977, a hearing was conducted by the department and that the hearing determined that the State warrant in question was fraudulently cashed by Claimant's husband and should not be issued.

That in *Anaya v. State*, 78-CC-1279, this Court held that it lacks jurisdiction to review an administrative decision of the Department of Labor regarding the reissuance of an unemployment check.

It is hereby ordered:

That the motion of Respondent be and the same is hereby granted and the claim herein be and is hereby dismissed.

(No. 77-CC-1592—Claimant awarded \$1,514.53.)

**DOROTHEA CASEY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed November 20, 1980.

CORNFIELD AND FELDMAN (CLIFFORD SCOTT-RUDNICK, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*tardy appeal by Respondent dismissed*. An award was entered for the Claimant in her action seeking compensation for a salary differential to which she was entitled and the Respondent's appeal seeking to reduce the award was denied, where the appeal was tardy and the issues raised by the Respondent should have been the object of appeal through the Administrative Review Act.

POCH, J.

The Claimant in this matter, Dorothea Casey, has been employed by the State of Illinois, Dept. of Mental Health since 1947. Claimant's job position title was clerk stenographer III for the period of time which is the subject of this claim, she was entitled to pay and benefits of the job position title of Secretary I.

Claimant timely filed an appeal of her job allocation with the Illinois Civil Service Commission (ICSC). A hearing was held pursuant to the rules of the ICSC and the Commission entered its order on May 18, 1977, awarding Claimant salary differential for the period of April through September, 1975. Claimant also timely filed a grievance pursuant to the Illinois Department of Personnel, seeking in part monies owed to her because of alleged improper acts committed by the Department of Mental Health.

As a result of that grievance, a monetary award was entered for Claimant, calculated by subtracting the

difference between the salary level of Secretary I and Clerk Steno 111. This grievance award explicitly covered the period from July 1, 1975 to December 16, 1976. This grievance award also provided for credit for period already covered by the Civil Service Commission award noted above.

Claimant then pursued her grievance rights through grievance review by the Department of Personnel. The final decision of the Department of Personnel was never appealed to any Court.

Claimant now requests that she be awarded monies totaling \$1,514.53 for the period of time from April 1, 1975, through December 15, 1976. This includes both the period of time granted by the ICSC and the extended period awarded by the Department of Personnel.

Respondent now disputes the time span over which these awards extend and requests this Court to reduce Claimant's award from \$1,514.53 to \$829.43.

In support of its position Respondent has introduced evidence designed to cast doubt on the earlier decision's conclusions that Claimant was in fact performing Secretarial I functions during the period in question. Respondent has also presented a rather novel solution to the problem whereby on the one hand they admit that there is no Personnel Rule relating directly to temporary assignments to higher job classifications, yet recommend that the Court treat the temporary assignment as a temporary reallocation and thereby implement Personnel Rule 130. This would permit retroactive adjustment back to November 9, 1975, the date Claimant's request for reaudit was filed with the Department of Personnel.

We are not persuaded by this testimony and argument. At the onset it must be noted that a final and

appealable order of the Civil Service Commission may be reviewed by the Circuit Court subject to the rules of the Court and the procedures of the Administrative Review Act. In Claimant's cause no such review was initiated. Likewise, no appeal was filed regarding Claimant's grievance award. This Court is of the opinion that such issues as Respondent has raised should be the object of appeal through the Administrative Review Act. This Court is not the forum for tardy appeals that Respondent has either carelessly or deliberately neglected to bring in the Circuit Court.

Accordingly, it is hereby ordered that the Claimant, Dorothea Casey, be and the same is hereby awarded the sum of one thousand five hundred fourteen and 53/100 (\$1,514.53)dollars.

(No. 77-CC-1739—Claim dismissed\)

DONALD W. SPLAIN, Regional Superintendent of Schools, Logan and Menard Counties, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed December 22, 1980.

DONALD W. SPLAIN, *pro se*, for Claimant.

PRACTICE AND PROCEDURE—Court of Claims Rule 14. Claim denied where departmental report established the appropriations for Claimant's expenditures for two fiscal years had been exhausted and the Claimant had no right to deficiency appropriations.

POCH, J.

This matter comes before the Court upon the motion of Respondent to reconsider the Order denying Respondent's Motion to Dismiss entered on October 23, 1980, Claimant filed no objections to Respondent's motion to dismiss, and the Court being fully advised in the premises:

Finds:

1. Rule 14 of the Rules of the Court of Claims of the State of Illinois establishes that departmental reports issued by State departments or agencies are considered *prima facie* evidence of the facts set forth therein.

2. The departmental report issued by the State Board of Education, a State department or agency, establishes that the appropriation for these expenditures for fiscal year 75-76 and fiscal year 76-77 have been completely exhausted.

3. This departmental report is *prima facie* evidence of the facts set forth therein.

4. Article VIII, section 2(b) of the Constitution of the State of Illinois, 1970, states that:

“The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year.”

5. The legislature of the State of Illinois has enacted Ill. Rev. Stat., ch. 127, par. 166, which states:

“No officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, nor assume to bind the State in any amount in excess of the money appropriated, unless expressly authorized by law.”

6. As the money appropriated for these expenditures has been completely exhausted, and as Article VIII, section 2(b) of the Illinois Constitution of 1970, and Ill. Rev. Stat., ch. 127, par. 166, prohibit deficiency appropriations, this cause must be dismissed with prejudice.

It is hereby ordered:

That the Order of October 23, 1980, is vacated and that the motion of Respondent be and the same is hereby granted and the claim herein is hereby dismissed.

(No. 77-CC-1832—Claim dismissed.)

ALBERT G. SMITH, Regional Superintendent of Schools, Henry and Stark Counties, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed November 26, 1980.

ALBERT G. SMITH, *pro se*, for Claimant.

APPROPRIATIONS—deficiency appropriations denied. The claim for more funds to be provided for each county was denied where reports issued by the Board of Education established that funds for expenditures for two fiscal years was expended and the planned expenditures had already been reduced to meet the budget.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss claim heretofore filed.

Respondent's motion states that the departmental reports issued by the State department, the Illinois State Board of Education, establish that the money for this expenditure for fiscal years 1975-76 and 1976-77 was completely expended. The Motion further states that Ill. Rev. Stat., ch. 127, par. 166 states as follows:

"No officer, institution, department or board or commission shall contract any indebtedness on behalf of the State, nor assume to bind the State in any amount in excess of the money appropriated, unless expressly authorized by law."

The report, attached to the motion, sets forth that the State Board of Education budgeted the sum of \$1,000 for each county for the school year 1976-77, but Governor Walker, by amendatory veto of Senate Bill 1935, reduced the amount to \$78,000 which provided the sum of \$1,000 for each regional area.

Motion to Dismiss is hereby granted and this cause is dismissed.

(No. 77-CC-2122—Claimant awarded \$10.00.)

JAMES W. MOORE, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed October 1, 1980.

JAMES W. MOORE, *pro se*, for Claimant.

PRISONERS AND INMATES—claim granted for property loss. The Claimant was awarded \$10 for property lost during a transfer between correctional institutions as the evidence established that the cigarettes and food items inventoried by a correctional department employee prior to the transfer were not returned to the Claimant and the Respondent failed to prove due care or to dispute the facts.

ROE, C. J.

Claimant, an inmate of an Illinois penal institution, has brought this action to recover the value of certain items of personal property of which he was allegedly possessed while incarcerated. Claimant contends that the property in question was lost while in the actual physical possession of the State of Illinois, and that the State of Illinois is liable as a bailee for the return of that property. This court has held in *Doubling v. State*, 32 Ill. Ct. Cl. 1, that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property, as during the course of the transfer of an inmate between penal institutions, or when the institution receipts for property.

While bailment is ordinarily a voluntary contractual transaction between bailor and bailee, various types of constructive and voluntary bailments have been recognized:

"A constructive bailment can be created between an owner of the property and one in possession thereof. *Chesterfield Sewer and Water, Inc. v. Citizens Insurance Company of New Jersey*, 57 Ill. App. 2d 90, 207 N.E.2d 84."

In *Chesterfield*, the Court quotes from *Woodson v. Hare*, 244 Ala. 301, 13 So.2d 172, 174, as follows:

“An actual contract or one implied in fact is not always necessary to create a bailment. Where, otherwise than by mutual contract of bailment, one person has lawfully acquired the possession of personal property of another and holds it under circumstances whereby he ought, upon principles of justice, to keep it safely and restore it or deliver it to the owner, such person and the owner of the property are, by operation of law, generally treated as bailee and bailor under a contract of bailment, irrespective of whether or not there has been any mutual assent, express or implied, to such relationship.”

The loss or damage to bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. The effect of this rule is not to shift the ultimate burden of proof from the bailor to the bailee, but simply to shift the burden of proceeding or going forward with the evidence. *Bell v. State of Illinois*, 32 Ill. Ct. Cl. 664; *Bargas v. State*, 32 Ill. Ct. Cl. 99; *Romero v. State of Illinois*, 32 Ill. Ct. Cl. 631.

In the case at bar, Claimant was transferred from Stateville penitentiary to Menard. Three days prior to Claimant's transfer, his personal property was inventoried by and removed in the possession of a correctional department employee. Upon his transfer to Menard Correctional Center, Claimant's personal property was depleted by the loss of certain packs of cigarettes and commissary food items of a total value of \$10.00.

The personal property receipt covering the items which were ultimately lost was introduced as Claimant's exhibit "1", bearing the signature of a correctional officer. Under these circumstances, the burden of proceeding with proof of due care shifted to Respondent. There was no proof of due care and facts are undisputed.

It is therefore ordered that Claimant be awarded the sum of \$10.00.

(No. 77-CC-2133—Claimant awarded \$1,794.70.)

INDEPENDENT MECHANICAL INDUSTRIES, INC., Claimant, v. THE
STATE OF ILLINOIS, Respondent.

Opinion filed March 16, 1981.

KIRKLAND & ELLIS (CORNELIUS J. HARRINGTON, of
counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M.
DONOVAN, Assistant Attorney General, of counsel), for
Respondent.

CONTRACTS—*award granted for extras.* The Claimant was awarded
funds in compensation for extras performed in connection with the contract
involving a project at a mental health center as the extras were performed at
the request of the Respondent.

POCH, J.

This cause comes before the court on the joint
stipulation of the parties hereto. The amended claim
involves a suit for breach of contract arising out of
certain work done by Claimant for the Capital De-
velopment Board, hereinafter referred to as the “Board”
on a project at Jacksonville Mental Health & Develop-
mental Center.

Claimant seeks the sum of **\$6,565.11** representing
certain extras it says were performed on the project at
the behest of the Board. The Board through the super-
vising architect, Armand Sarti, acknowledges that
\$1,794.70 represent valid extra costs on the project.

The Board has agreed to the entry of an award
herein in the amount of **\$1,794.70** and the Claimant has
agreed to accept same in full satisfaction of any and all
claims which are the subject matter of the instant com-
plaint.

It is hereby ordered that the sum of **\$1,794.70** (one
thousand seven hundred ninety four dollars and seventy

cents) be awarded to Claimant, Independent Mechanical Industries, Inc., in full satisfaction of any and all claims presented to the State of Illinois and the Board under the instant cause.

(No. 77-CC-2165—Claimants awarded \$3,837.50.)

LEO S. DUGOSH and THERESE DUGOSH, Claimants, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed June 22, 1981.

JOHN C. HEDRICH, for Claimants.

WILLIAM J. SCOTT, Attorney General (**WILLIAM E. WEBBER**, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—claim granted for State's negligent maintenance of drainage facilities. An award was granted to Claimants for crop losses suffered on property adjacent to certain State property which was not properly drained due to the State's negligent maintenance of drainage facilities which resulted in flooding of the Claimants' property.

POCH, J.

This is a claim for crop loss resulting from the negligent failure of the State of Illinois to maintain drainage under and through the Illinois-Mississippi Canal.

A hearing was conducted before Commissioner Bruno P. Bernabei, who heard testimony of several witnesses, received evidence and the briefs and arguments of counsel. The Commissioner has duly filed his report, together with the transcript, exhibits and briefs now before us.

In 1894 the United States of America had condemned certain farm land in Bureau County for the construction

of the Illinois-Mississippi Canal. The canal was eighty feet wide at the water line and seven feet deep.

The pertinent part of the condemnation petition filed in U.S. District Court for the Northern District of Illinois alleged:

“That the United States will properly connect the tile drains now laid in said lands wherever the same are cut by said canal, carry the same under said canal and give the same a proper outlet on the south side thereof; so that after the completion of said canal, said lands will be as thoroughly drained as they are at the present time.”

Claimants' land, then owned by a predecessor in title, was part of the land condemned. The natural drainage of the land was south toward the canal by means of a natural drainage ditch, which drained approximately two square miles of farm land; the water ultimately flowing into a creek known as Bureau Creek. The canal blocked this drainage. To correct this, so that Claimants' land would continue to drain properly, the United States laid two 48-inch drainage tubes under the canal at a point where the natural drainage ditch would empty into the tubes, thereby carrying the surface water under the canal. The United States obtained an easement from the property owner on the south side of the canal to construct a ditch carrying this water from the mouth of the tubes on the south side of the canal south into Bureau Creek. In addition, the United States laid 1900 feet of ten-inch tile along the north side of the canal to drain into the two tubes.

The property, specifically involved in this claim, is a twenty-one acre field, bought by Claimants in 1966, and bordering on the north bank of the canal. In 1967 claimants notified the Department of the Army Corps of Engineers that the tubes and the ditch south of the canal were plugged, and the Corps of Engineers did the necessary remedial work in 1968 to restore the drainage.

In **1970** the State of Illinois took title to the canal from the United States government.

In early **1972**, the culverts under the canal again began to fill. The State of Illinois was notified that the drainage was blocked and failed to provide proper drainage. An award was made to the Claimants in *Dugosh v. The State of Illinois* **31 Ill. Ct. Cl. 493**, for damage to their property during the years **1973** and **1974**. The present claim is for damage because of flooding of Claimants' field for the years **1975, 1976** and **1977**.

The issue presented is whether the State of Illinois connected the tile drains in the Claimants' land, carried them under the Illinois Mississippi Canal and gave them a proper outlet on the south side thereof, so that the Claimants' lands were as thoroughly drained as they were before the canal was constructed.

The Illinois-Mississippi Canal when built was, in effect, a public highway for transportation of barge traffic from Hennepin to the Mississippi River. Its construction disrupted the natural drainage in the area concerned. The United States government, however, by constructing the drainage facilities previously described, restored the drainage to its former condition and, according to the record, maintained these facilities as recently as **1967**. The Respondent, State of Illinois, present owner of the canal, apparently refuses or is unable to keep the drainage structures in repair, taking the position that the Claimant, by clearing land, increased the amount of debris and the amount of water runoff.

In *St. Louis Railroad Co. v. Clauch* (1891), **41 Ill. App. 592**, the facts were similar to the case at bar. The railroad was built across the natural ditch and culverts were placed under the railroad. The railroad failed to

keep the culvert cleaned out and plaintiff's land was flooded. The court held that to maintain such an obstruction was a violation of public duty by the railroad and an invasion of private rights, creating liability for damages to persons injured thereby.

The statement in the condemnation proceedings in the U.S. District Court, that the United States would properly connect tile drains wherever the same were cut by the canal and carry them under the canal and give them a proper outlet on the south side thereof so that after the completion of the canal, the lands would be as thoroughly drained as they were at the present time is a promise to the landowner. A promise is an undertaking, however expressed, either that something shall happen, or that something shall not happen, in the future. *American Law Institute, Restatement of Contracts*, Section 2. A promise or covenant to maintain tile and drainage running from one landowner to another is a covenant running with the land that runs to the successors in title of both the dominant and servient land. *Sterling Hydraulic Co. v. Williams* (1872), 66 Ill. 393; *Dorsey v. St. Louis A. & T.H.R. Co.* (1871), 58 Ill. 65.

The State of Illinois succeeded to the United States government's duty to maintain drainage through the canal. The right to drainage ran to the successive owners of the dominant land. The drainage was not maintained so that crops could be grown in a large portion of the Claimants' field during the normal crop production time of the year. The State of Illinois in cross-examination brought out that Claimant had removed some trees on the higher ground to the north in the natural drainage area. The State provided no witness to testify that the runoff water was increased or that soil erosion was increased by the land clearing. Their contention is rejected. The Claimant testified that where the trees were

cleared, that the land was relatively flat and that grass had been planted for permanent pasture on the cleared land, which would actually reduce erosion and the amount of runoff water. The Claimant further presented evidence that no trees were cut or removed on any slopes that would accelerate erosion.

It is found that in **1975** eleven acres of farm land was rendered unuseable for crop production at a fair rental value of \$100 per acre, or **\$1,100**. The loss of use of crop land for **1976** and **1977** was **21.9** acres at a fair rental value of **\$125** per acre, or **\$2,737.50**. It is found that the fair rental value of the total acres rendered unuseable for the years **1975, 1976** and **1977** had a total fair rental value of **\$3,837.50**.

Claimants have proved damages in the amount of **\$3,837.50** arising from the State's negligent maintenance of its drainage facilities under and bordering the Illinois-Mississippi Canal adjacent to Claimants' property.

Claimants are hereby awarded damages in the sum of Three Thousand Eight Hundred Thirty-Seven and 50/100 (**\$3,837.50**) Dollars.

(No. 77-CC-2348—Claim dismissed.)

ROBERT A. WILLIAMS CONSTRUCTION COMPANY, INC., Claimant,
v. THE STATE OF ILLINOIS, Respondent.

Order filed July 28, 1980.

LONDRIGAN & POTTER, P. C., for Claimant.

APPROPRIATIONS—claim for funds exceeding appropriation denied. The State Fair Agency's claim for excess expenditures was denied where the Agency spent funds in excess of the amount appropriated to it and the only source of appropriations for expenditures by the State is the General Assembly.

ROE, C. J.

This matter coming on to be heard upon the motion of Respondent to dismiss the claim herein, and, it appearing to the Court that Claimant has received due and timely notice of said motion, and, the court being fully advised in the premises;

The Court hereby finds:

1. That Public Act No. **79-1207** approved June **2, 1976**, establishes that the **1974** State Fair Agency expended funds in excess of their appropriation.

2. That Article VIII, Section 2(b) of the Constitution of the State of Illinois **1970** states that:

“The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year.”

3. That Illinois Revised Statutes **1977**, ch. **127**, par. **166** states:

“No officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, nor assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.”

4. That the Illinois General Assembly was aware of this deficit spending by the State Fair Agency and on June **2, 1976**, approved Public Act **1207** to pay vendors who “for many months have remained unpaid for goods and services furnished in good faith without such vendors being aware that sufficient moneys were not available to pay their just debts at the time goods and services were furnished.”

5. That Claimant, Robert A. Williams Construction Company, Inc., is not mentioned in Public Act **1207**.

6. That this contract is void under Ill. Rev. Stat., ch. **127**, par. **166**; that only the General Assembly may make appropriations for expenditures by the State.

Wherefore, it is hereby ordered that this claim be and the same hereby is dismissed with prejudice.

(No. 78-CC-0138—Claimant awarded \$5,000.00.)

MARSHALL DAVIS, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed October 1, 1980.

ARTHUR L. POLLMAN and GEORGE MRUGES, for Claimant.

PRACTICE AND PROCEDURE—*claim granted pursuant to stipulation.* The claim arising from an accident was agreed to be settled by stipulation of the parties as to the amount to be paid in full settlement of all claims presented.

HOLDERMAN, J.

This claim coming on to be heard pursuant to the stipulation to dismiss of the parties hereto, and the court being fully advised in the premises;

The court finds: That this claim is based on an accident on February 1, 1977, wherein Claimant alleges damages totaling \$100,000.00 as and for injuries and property damage.

That the Claimant has agreed to accept the sum of \$5,000.00 as and for a full, complete and final settlement of all claims against Respondent, State of Illinois.

It is hereby ordered that the sum of \$5,000.00 (five thousand dollars and no cents) be and is hereby awarded to Claimant, Marshall G. Davis in full satisfaction of any and all claims presented to the State of Illinois in the above captioned cause.

(No. 78-CC-0381—Claimant awarded \$4,000.00.)

NAGEL EXCAVATING, INC., Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed December 9, 1980.

FARRELL, EDGERTON & HATFIELD (MICHAEL P. EDGERTON, of counsel), for Claimant.

CONTRACTS—*claim* settled on basis of stipulation. The Claimant was awarded a recovery based on a stipulation entered into between the parties arising from work performed on a State park project and the award was approved on the basis of Claimant's agreement that the amount awarded would be accepted in full satisfaction.

POCH, J.

This matter coming to be heard pursuant to the joint stipulation of the parties hereto, and the court being fully advised in the premises;

The court finds: That this claim is based upon services rendered in 1976 on the Silver Springs State Park project (CDB Project No. 102-220-012'D') wherein Claimant alleges damages amounting to \$4,931.70;

That the Claimant has agreed to accept the sum of \$4,000.00 as and for a full, complete and final settlement of all claims against the Respondent, State of Illinois.

It is hereby ordered that the sum of \$4,000.00 (four thousand dollars and no cents) be and is hereby awarded to Claimant, Nagel Excavating, Inc., in full satisfaction of any and all claims presented to the State of Illinois in the above captioned cause.

(No. 78-CC-0428—Claim denied.)

FRANCES H. HERDER, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed June 18, 1981.

FRANCES H. HERDER, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (**WILLIAM E. WEBBER**, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—claim for retroactive salary denied. The claim for retroactive salary differential for hours worked prior to the effective date of the collective bargaining agreement was denied as contrary to the statute governing retroactive pay.

PER CURIAM.

This claim involves section 6 of Article XXXIII of Collective Bargaining Agreement, RC-14 effective July 1, 1977, to June 30, 1979, which reads, in part, as follows: “Effective December 1, 1976, any bargaining unit employee in step 5 or 6 with 12 or more months creditable service as that term is defined in the Pay Plan, shall be advanced to the next higher step and the employee shall be given new creditable service date of 12/1/76.”

Claimant is claiming back pay for a one step differential for hours worked prior to July 1, 1977, and for which remuneration has already been received at the lower step pay schedule.

The problem arises in that the provision in question (section 6 of Article XXXIII of RC-14) calls for a December 1976 effective date for the advancement of the employee to the next higher step. This move would presumptively, at least, infer that the employee should also be given a one step raise effective December 1, 1976. The problem with this presumption is that the RC-14 contract became effective on July 1, 1977, and to go back to December 1, 1976, for a pay increase would be providing employees with retroactive pay increases con-

trary to paragraph 145 of chapter 127, which reads, in part, as follows:

“Amounts paid from appropriations for personal service of any officer or employee of the State, * * * shall be considered as full payment for all services rendered between the dates specified in the payroll or other voucher and no additional sum shall be paid * * * which payments would constitute in fact an additional payment for work already performed and for which remuneration had already been made, except that wage payments made pursuant to the application of the prevailing rate principle *or based upon the effective date of a collective bargaining agreement between the State, or a State agency and an employee group shall not be construed as an additional payment for work already performed.*” (Emphasis added)

It should be noted that one of the exceptions to the retroactive back pay prohibition of paragraph 145 has to do with increase in salary “based on the effective date of the Collective Bargaining Agreements”.

Section 6 of the Collective Bargaining Agreement reads contrary to the prohibition contained in paragraph 145 of chapter 127, inasmuch as any attempt to provide for retroactive salary prior to the effective date of the Collective Bargaining Agreement would violate the prohibition.

Therefore, any claim for back pay prior to July 1, 1977, is contrary to law, and this portion of the contract, insofar as any back salary is concerned, is null and void and this claim is denied.

(No. 78-CC-0653—Claimant awarded \$44,875.34.)

ELLIS SHAW, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed January 12, 1981.

STANLEY K. STEWART, for Claimant.

WILLIAM J. SCOTT, Attorney General (PAUL SENG-

PIEHL, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—vacation compensation pay denied. The claim filed by an improperly discharged conservation inspector for vacation compensation pay was denied as he failed to meet the burden of proof that he was entitled to such pay for vacation time earned but not taken and enjoyed during the time of his wrongful discharge.

ROE, C. J.

This is a claim for back salary from September 1, 1973, through June 30, 1977. At the time of his discharge, Claimant was a Conservation Inspector III with the Department of Conservation, State of Illinois. In September of 1973, Claimant requested a hearing with the State Civil Service Commission on his discharge. The Civil Service Commission upheld his discharge in July 1974. In August 1974, Claimant filed an action in the Circuit Court of Will County under the Administrative Review Act, asking that the decision of the Civil Service Commission be overturned. In December of 1976, the Circuit Court of Will County overturned the order of the Civil Service Commission and ordered Claimant reinstated with full back pay and benefits as though he had never been discharged. Also in December of 1976, the State appealed the order of the Circuit Court of Will County to the Appellate Court of Illinois, Third Judicial District. In August 1977, the parties entered into a stipulation to dismiss the appeal, and in September 1977, Claimant was reinstated to the position of Conservation Police Lieutenant in the Department of Conservation with full back pay and benefits.

There is no disagreement that (1) the salary due Claimant for this period was **\$55,418.00**, (2) the earnings received in mitigation were **\$8,410.66**, and (3) that the unemployment insurance figures in mitigation were **\$2,132.00**. The net figure from these amounts is **\$44,875.34**, which the parties agree is due Claimant.

At the hearing on this cause before the commissioner Claimant dropped his claim for Social Security benefits because he was not covered under Social Security. Further, he dropped his claim for insurance benefits and for holiday pay because this Court has determined in prior cases that these items are not compensable elements of damages in cases such as the one at bar.

The area of disagreement between the parties is whether Claimant is entitled to a cash award for the vacation days he did not get to enjoy during the four-year period of his wrongful discharge. Over this period Claimant alleged he would have become entitled to eighty vacation days, the maximum amount he is entitled to accumulate. He is now making claim for compensation for the balance or \$2,523.20, based on forty days at \$63.08 (his prorated daily salary).

The State took the position at the hearing and in its brief that Claimant is not entitled to the forty days pay for which this claim is made or the forty days for which Claimant's account has been credited. We refuse to decide the issue regarding the forty days for which Claimant was given credit. There was no claim brought for them. Also, this Court does not have jurisdiction to require a department to add or subtract vacation days from their own accounts.

With respect to the balance claimed, it is incumbent upon Claimant to establish that he had a right to compensation for said days. In the ordinary case Claimant must be able to point to a provision in his employment contract which allowed such compensation. (*Cummings v. Chicago, Aurora & Elgin Ry. Co.* (1952), 348 Ill. App. 537, 109 N.E.2d 378; *In re Pringle Engineering and Manufacturing Co.*, 164 F.2d 299.) An interoffice memorandum providing for vacation pay was sufficient in

Durlak v. Sun Chemical Co., 336 Ill. App. 310, 83 N.E.2d 372. In *Olson v. Rock Island Bank* (1975), 33 Ill. App. 3d 914, 339 N.E.2d 39, the evidence upon which an award of vacation pay was made was an oral contract and bank policy.

In the case at bar there was no written contract entered into evidence. It is not unusual for an employee of the State not to have an individual contract for employment. Terms and conditions of State employees are also governed by statutes and rules promulgated pursuant thereto. There does not appear to be any disagreement as to the number of vacation days involved. A person in Claimant's position would have become entitled to take eighty days off work had he worked during the four-year period of his discharge, according to rule. There are other rules pertaining to vacation time though, specifically Rules 3—250, 3—270, and 3—290, all properly promulgated by the Department of Personnel. Rules 3—250 and 3—270 provide that active employees cannot accumulate vacation days for more than **24** months and that they lose their accumulated vacation time if they do not use it within such 24-month period. Rule 3—290 provides:

Section 3—290 *Salary in Lieu of Vacation. No salary payment shall be made in lieu of vacation earned but not taken except on termination of employment* for eligible employees with at least 6 months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment. (Emphasis added.)

Respondent argues that, since the Circuit Court of Will County ruled that Claimant be reinstated in his position with full back pay and benefits *as though he had never been discharged*, his employment has in effect been continuous. Therefore, under Rules 3—250 and 3—270 Claimant has forfeited his accrued vacation time by not using it within the prescribed time limits. We

think that Respondent's application of these rules to the facts presented in this case was correct.

Rule 3–290 does not support Claimant's position either. Even assuming that Claimant was indeed discharged, his discharge would necessarily have occurred prior to the time he began to accumulate the vacation time for which claim was made. Rule 3–290 only provides that an employee shall be paid for vacation days accrued and not used at time of *termination*. In this case the record is silent as to how many vacation days, if any, Claimant had accrued at time of termination.

Claimant did not cite any other rule in support of his position but has cited three previous decisions of this Court. Primary reliance was placed on *Shimeall v. State*, 32 Ill. Ct. Cl. 760. In *Shimeall* the Court stated that there was nothing in the record to indicate that Claimant should be barred from this additional claim (for compensation for vacation days) and cited *Harrington v. State*, 30 Ill. Ct. Cl. 67, wherein accrued vacation pay was a proper element for a claim. In the case at bar the issue was raised and there is evidence in the record that compensation for vacation days should be barred.

Harrington v. State, supra, was also the second case cited by Claimant. In *Harrington*, vacation pay was a proper element for a claim, as the Court noted. However, *Harrington* is not relevant to the case at bar. In *Harrington*, the Claimant had earned vacation days prior to his termination and claimed entitlement to payment for that vacation time after his termination. Thus the facts therein fell within Rule 3–290 and Mr. Harrington was properly granted an award.

The third case cited by Claimant was *MacDougall et al. v. State*, 30 Ill. Ct. Cl. 629. That case involved compensation for overtime and the rule pertaining there-

to. As such it is not applicable to the case at bar. Moreover a specific provision in the rule regarding overtime provided for payment of the claim made. None has been cited in the case at bar.

The Illinois Supreme Court stated that “(T)he theory underlying a suit for back salary is to make the employee whole—to compensate him to the extent that the wrongful discharge has caused a financial loss.” (*People ex rel. Bourne v. Johnson* (1965), 32 Ill. 2d 324, 205 N.E.2d 470, 473.) In the instant case the employee is being made whole by the award ordered below. To award compensation for vacation days under the circumstances in this case would make him more than whole. An employee who actually worked during the time of Claimant’s wrongful discharge would not be entitled to compensation for the vacation days on which Claimant based his claim. Moreover, it cannot be said that Claimant has proven a financial loss above which the award granted below compensates. He pointed to no statute, rule, or contract which entitled him to vacation pay on the facts of his case.

Claimant’s claim for vacation compensation pay is hereby denied for failure to meet the burden of proof of entitlement to such pay. It is hereby ordered that Claimant be, and hereby is, awarded the agreed sum of \$44,875.34 with appropriate modification of this award to be made by the Clerk of the Court of Claims by attachment of an appendix hereto reflecting appropriate employer contributions and employee deductions and withholdings.

(No. 78-CC-0746—Claim denied.)

**OLIVIA FLUNDER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed August 1, 1980.

DAVIS, MINER & BARNHILL (GEORGE F. GALLAND, JR.,
of counsel), for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—claim for retroactive salary denied. Claim for back pay for differential in pay scale was denied where Claimant had received an increase after she was entitled to an increase by the collective bargaining agreement but prior to the effective date of the agreement, and her claim was entirely prior to the effective date of the agreement and therefore in direct conflict with the statute governing retroactive salary increases.

CONTRACTS—*conflict* between contract and statute *will* be resolved in favor of statute.

HOLDERMAN, J.

While this case involved only **\$122.00** in back pay, nevertheless many basic rules and principles are involved which we feel should be set forth.

The Claimant was employed in a civil service position in the Illinois Department of Public Aid. On February 16, 1975, Claimant was promoted to a clerk typist III, grade 5, step 5. Between August 4, 1976 and February 7, 1977, Claimant was on maternity leave from her position. On June 16, 1977, Claimant was given a grade 5, step 6 increase in pay based upon the Department of Personnel Pay Plan in effect prior to July 1, 1977. Claimant was properly paid pursuant to the Department of Personnel Pay Plan as a clerk typist, grade 5, step 6, from June 16, 1977, through June 30, 1977. Claimant terminated her employment on July 14, 1977, and was a clerk typist, grade 5, step 6 at the time of her termination and was paid at that level.

On July 1, 1977, a collective bargaining agreement,

RC-14-OCB, between State of Illinois, Department of Personnel and American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) became *effective for the period July 1, 1977, to June 30, 1979*. The specific portion of the contract agreement, which applied to this claim is Article XXXIII, Section 6.

“Section 6. Steps

Effective December 1, 1976, any bargaining unit employee at step 5 or 6 with 12 or more months creditable service as that term is defined in the Pay Plan shall be advanced to the next higher step and the employee shall be given a new creditable service date of December 1, 1976.

Subsequent to December 1, 1976, employees with fewer than 12 months creditable service on step 5 or 6 and those who move to step 5 or 6 on or after December 1, 1976, shall be advanced to the next higher step on the first day of the month within which 18 months creditable service is reached.”

According to the provisions of Section 6 of the collective bargaining agreement, Claimant would be entitled to step 6 at the time she returned from her maternity leave on February 7, 1977, until June 17, 1977, when she had already received the step 6 increase. The salary differential for the period in question between grade 5, step 5 and step 6 was \$28.00 per month and totalled \$122.00 for the period in question.

All of the earnings for this step increase pursuant to the collective bargaining agreement *pertained to a period before the effective date of the collective bargaining agreement*.

In this particular case, Claimant has asked this court to grant additional retroactive back pay differential for a step 6 increase from February 7, 1977, through June 17, 1977, when she actually received her step 6 increase, based on Article XXXIII, Section 6 of the Collective Bargaining Agreement which became effective July 1, 1977. The entire amount of the \$122.00 pay differential for this period pertained to the period prior to the

effective date of the collective bargaining agreement. This claim is in direct conflict with the prohibition of Ill. Rev. Stat. **1977, ch. 127 par. 145**, which provides:

“Amounts paid * * * for personal services of any officer or employee of the State * * * shall be considered as full payment for all services rendered between the dates specified in the payroll or other voucher and no additional sum shall be paid, * * * which payments would constitute in fact an additional payment for work already performed * * * except * * * based upon the effective date of a collective bargaining agreement * * * shall not be construed as an additional payment * * * .”

Even though this statutory provision provides for some changes due to collective bargaining agreements, it *does not allow any change prior to the effective date of the collective bargaining agreement*. Therefore, since this claim pursuant to the collective bargaining agreement is entirely prior to the effective date of the contract and is in direct conflict with Ill. Rev. Stat. ch. **127, par. 145**, **this claim must be denied as in violation of statutory prohibition of additional back pay.**

The General Assembly has established the basic rule of law pertaining to the payment for personal services in Ill. Rev. Stat. **1977, ch. 127, par. 145** which states as follows:

“Amounts paid from appropriations for personal service of any officer or employee of the State * * * shall be considered as full payment for all services rendered between the dates specified in the payroll or other voucher and no additional sum shall be paid * * * which payments would constitute in fact an additional payment for work already performed and for which remuneration had already been made, except that wage payments made pursuant to the application of the prevailing rate principle or based upon the effective date of a collective bargaining agreement between the State, or a State agency and an employee group shall not be construed as an additional payment for work already performed.”

The rule of law in this State is that where there is any conflict between the provisions of a contract and State Statute, the statute prevails and the contract provisions are invalid. This rule of law has been recently pronounced as applicable to collective bargaining agreements in *Sibley, et al. v. Health and Hospitals' Governing Com-*

mission of Cook County, et al., 317 N.E.2d 642, 646 where the court stated:

“A contract which violates a valid statute is void. There is no exception to this rule, for the reason that the law cannot enforce a contract which it prohibits. (DeKam v. City of Streator, 1925, 316 Ill. 123, 146 N.E. 550 Green v. Hutsonville Twp. High School Dist. No. 201 1934, 356 Ill. 216, 190 N.E. 267). The Act creating the present Commission clearly sets forth the methods by which merit service employees such as petitioners may be severed from employment. The provision in the union contracts referring to mandatory retirement age could not affect the rights of the petitioners conferred to them under a valid statute.”

Claim denied.

(No. 78-CC-0861—Claimant awarded \$500.00.)

JAMES V. GROBE, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed February 13, 1981.

FARRELL, EDGERTON AND HATFIELD, for Claimant.

TYRONE C. FAHNER, Attorney General (**SHEILA M. KING**, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—award granted for loss of personal property due to theft by escaped inmate. The Claimant was awarded \$500 in full satisfaction of his loss of personal property due to the theft of his van by escaped inmates of a correctional institution, where the vehicle was returned and the Claimant was compensated by his insurer for all losses except for the personal property removed from the vehicle and not recovered.

ROE, C. J.

This claim arose out of the loss of personal property due to theft by an escaped inmate or inmates of the Boys School at St. Charles, Illinois. Recovery is sought under the Court of Claims Act, Ill. Rev. Stat. 1977, ch. 47, par. 439.8 and Ill. Rev. Stat. 1977, ch. 23, par. 4041.

According to Claimant's complaint, on or about October 24, 1977, Claimant's 1974 Dodge Van containing his personal property was parked at his residence at Fairground Crossing Apartments, 225 Walnut Drive, St. Charles, Illinois. At some time after 12:00 a.m. Claimant's vehicle was stolen from the parking lot by one or more escaped inmates from the Boys School. The vehicle, although damaged, was subsequently recovered along with some of the personal property.

A claim for the damage has previously been presented to Claimant's insurer. The insurer paid \$161.60 for the loss of personal property, the entire repair bill for the damage to the vehicle, and the entire cost of a rental vehicle. Claimant has attached to his complaint as a bill of particulars a list of personal property allegedly removed from his vehicle and for which he has not recovered any monies. The stated value of said property is \$1,158.90.

Upon investigation of the claim, the Respondent offered and Claimant has agreed to accept, pending our approval the sum of \$500.00 in full satisfaction of his claim. We approve said stipulation.

It is hereby ordered that Claimant be, and hereby is, awarded the sum of \$500.00 (five hundred dollars and no cents) in full satisfaction of any and all claims presented to Respondent in the case at bar.

(No. 78-CC-0906—Claimant awarded \$5,136.84.)

FLORENCE CRITTENTON PEORIA HOME, Claimant, v. THE STATE
OF ILLINOIS, Respondent.

Opinion filed January 16, 1981.

TIMOTHY BERTSCHY, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER,
Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—properly authorized expenditure was not paid due to lapse of appropriation. The Claimant was awarded the full amount of the properly authorized expenditure for services provided to unmarried mothers by the Department of Children and Family Services where the sole reason the claim was not paid was due to the lapse of the appropriation.

PER CURIAM.

The record in this cause indicated the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for services provided to several unmarried mothers served by the Department of Children and Family Services during fiscal year 1977 and 1978 and that the Attorney General has entered into a Joint Stipulation with the Claimant based upon information forwarded to his office by said Department, as evidenced by the departmental report attached to the Joint Stipulation.

Accordingly, this Court finds that this was a properly authorized expenditure at prices reasonable, usual and customary in the area where received. No part of this expenditure has been paid and the total outstanding is **\$5,136.84**. Money was appropriated under appropriation and fund #001-41817-4400-09-00 of which appropriation sufficient funds lapsed and were returned to the State Treasury.

The sole reason said claim was not paid is due to the lapse of the appropriation for the period during which the debt was incurred.

It is hereby ordered that the Claimant be awarded, in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause, the sum of **\$5,136.84** (five thousand one hundred thirty-six and $84/100$ dollars).

(No. 78-CC-0938—Claim dismissed.)

EILEEN McCORMICK, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed May 19, 1980.—Rehearing denied September 17, 1980.

CORNFIELD AND FELDMAN, for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—grievance procedure within collective bargaining agreement cannot serve as basis for award by Court of Claims. A claim filed pursuant to the procedures set forth in the collective bargaining agreement divesting the Director of Personnel of his authority to adjudicate employee grievances was denied, as the grievance procedure within the collective bargaining agreement was contrary to the Departmental Rules and Personnel Code, which provides that the Director of Personnel cannot be bound by the decision of an arbitration panel.

HOLDERMAN, J.

This matter coming to be heard upon the motion of Respondent to dismiss the claim herein, and it appearing to the court that Claimant has received due notice of said motion, and the court being fully advised in the premises, finds:

A. That the Claimant, Eileen McCormick, an employee of the Department of Mental Health and Developmental Disabilities, claims temporary assignment pay on the basis that she was not promoted according to the provisions of a memorandum of understanding entered into by the Union and the Department.

B. That the Claimant filed a grievance, pursuant to the procedure set forth in the Collective Bargaining Agreement, which was settled at step 4A of that procedure.

C. That step 4 of the grievance procedure within the bargaining agreement provides for compulsory arbitration which divests the Director of Personnel of his ultimate authority to adjudicate employee grievances.

D. That Ill. Rev. Stat. 1977, ch. 127, par. 63b108c, proscribes the Director of Personnel from entering into agreements calling for compulsory arbitration, and the Departmental rules, having the force and effect of law, provide that the Director of Personnel can never be bound by the decision of an arbitration panel.

E. That the grievance procedure within the bargaining agreement, insofar as it provides for compulsory arbitration, is directly contrary to Departmental Rules and the provisions of the Personnel Code, and cannot serve as a basis for an award by the Court of Claims. *Selby v. Health and Hospital Governing Commission of Cook County* (1974), 22 Ill. App. 2d 632,317 N.E.2d 642.

F. That the administrative procedure followed in this case, insofar as it violated the procedural requirement of the Personnel Code, is void and unenforceable. *Chicago Rys. Co. v. Commerce Commission* (1929), 336 Ill. 51,167 N.E. 846.

G. That Claimant has otherwise failed to exhaust its administrative remedies in accordance with the requirements of Ill. Rev. Stat. 1977, ch. 37, par. 439.24—5 and Court of Claims Rule 6.

H. That the failure to exhaust valid administrative remedies shall be grounds for dismissal pursuant to

Court of Claims **Rule 9**, *Triuty v. Board of Trustees of the University of Illinois* (1974), 29 Ill. Ct. Cl. 222.

That pursuant to the above findings it is hereby ordered that the respondent's motion be, and the same is, hereby granted, and the claim herein is hereby dismissed.

(No. 78-CC-0952—Claimant awarded \$35,000.00.)

DONALD H. BAUMAN, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed May 7, 1981.

CALDWELL, BERNER & CALDWELL (MICHAEL T. CALDWELL, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (**JOHN R. FANONE**, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—police officer's conduct in driving emergency vehicle is to be measured against specific statutory standard.

SAME—when police officer must use siren. A police officer driving an emergency vehicle in response to a call must use his siren "when necessary to warn pedestrians and other drivers" of his approach, and in every event must drive "with due regard for the safety of others" and the officer is not protected "from the consequences of his reckless disregard for the safety of others".

CONTRIBUTORY NEGLIGENCE—Claimant was not contributorily negligent. The Claimant was not guilty of contributory willful and wanton negligence in not considering that a police officer would be approaching from the rear without using his siren as required by statute.

NEGLIGENCE—officer's failure to use siren was willful and wanton negligence. Award granted to Claimant who was injured when his vehicle was struck from the rear by the vehicle driven by a police officer who failed to use his siren to warn others while he was proceeding to answer an emergency call.

ROE, C. J.

This is an action against the State of Illinois for money damages on a claim sounding in tort brought by Claimant, Donald Bauman, for personal injuries he received in an automobile accident that occurred on April **11, 1977**, on Illinois Route **47** near the intersection of Wanda Lane in Woodstock, Illinois, when the vehicle the Claimant was driving was struck by a motor vehicle being operated by Illinois State Police Officer Thomas P. Burke. The Court of Claims has jurisdiction of this cause pursuant to section **8** (d) of “An Act to create the Court of Claims to Prescribe its Powers and Duties . . . (etc).” Ill. Rev. Stat., ch. **37**, par. **439.8** (d).

At the time of the occurrence Claimant was travelling south on Route **47** near its intersection with Route **14**. He intended to make a left hand turn onto a street known as Wanda Lane lying northerly of Route **14**. Illinois **47** is a two lane highway running in a generally north-south direction which widens into four lanes in the vicinity of its intersection with Wanda Lane. As he approached Wanda Lane the southbound traffic ahead of him was stopped. He was travelling in the inner southbound lane, and as he approached Wanda Lane, he turned on his left turn signal, slowed down almost to a stop, and made the turn.

Illinois Trooper Thomas P. Burke, on duty and operating a State Police squad car, had received a call concerning an accident on Route **14** east of Route **47**. Proceeding southbound on Route **47**, when he reached the area of Wanda Lane he noticed twenty to twenty-five cars stopped in front of him at the red lights at Route **14**. He pulled out into the inner northbound lane and reached Wanda Lane at the same time that Claimant was

attempting to turn left into it. Claimant turned left in front of him when he was approximately 25 feet from Claimant's car. He struck Claimant's car in the center of the driver's side and knocked it 300 feet into a field. Claimant was severely injured. The accident occurred around 2:00 o'clock in the afternoon.

"Page 72. The highway is four-lanes as you approach the intersection of Route 47 and Wanda Lane.

Page 73. I was travelling in the inside southbound lane of traffic on the east side of the road. That is the traffic lane that is closest to the center of the highway. The southbound traffic immediately ahead of me was stopped as I approached the intersection of Route 47 and Wanda Lane.

Page 74. As I approached the stopped traffic I was making a left turn. I was intent on making a left turn. I turned on my left turn signal.

Page 76. I was approximately 200 feet from Wanda Lane when I turned the signal on. I was driving very slow. There was traffic travelling in the same direction immediately behind me. I do not know how many cars there were. I had my turn signals on when I got to the intersection of Wanda Lane and Route 47.

Page 77. I proceeded to make a left hand turn as a car was coming by on the outside northbound lane. As it passed, I proceeded to turn into Wanda Lane.

I don't really remember if I came to a complete stop or not, before attempting to negotiate the left-hand turn. I was going very slow when I made the turn."

Portions of Trooper Burke's abstracted occurrence testimony are quoted below:

"Page 30. On April 11, 1977, I was involved in an accident at about 2:00 in the afternoon.

Page 33. I was operating a State Police squad car on that date. I was proceeding to another accident at the time. The other accident was on Route 14 East of Route 47 approximately a mile.

Page 34. I was around Route 120 and Wonder Lake Road when I received the call. It is in the neighborhood of ten miles from the scene. It probably took about eight or nine minutes from the spot where I received the call to the place where the accident occurred.

Page 35. As I got onto Route 47, I passed about two cars going southbound.

Page 37. I was in the right hand lane. I pulled out just prior to the accident to pass the farther traffic. I was going about 45 miles per hour. There were in the neighborhood of 20 cars stopped in front of me at the red lights on Route 14, 20, or 25 maybe. I was just a few hundred feet to the north, from the intersection of Route 47 and 14 when I pulled out.

Page 38. I believe I was south of the viaduct when I pulled out . . . I was in lane number two, or I was in the inner lane of the northbound traffic at the point of collision. I was proceeding southbound. The car I came into contact with when I pulled out was stopped in front of me to the best of my knowledge.

Page 39. He was either the third or fourth car. I had passed either two or three. There was no northbound traffic approaching as I pulled out. Both lanes of northbound traffic were vacant. I saw the other car just a split second, as it pulled out left in front of me. When I first saw it it was stopped in the lane of traffic.

Page 40. I saw the car suddenly pull left in front of me. I slammed on my brakes. I couldn't do anything else. I knew there was going to be a collision. About one second elapsed between the time I first saw the car pull out turning left and time the collision occurred.

The right front of my car hit the driver's side, right behind the pillar of the other car, right in the center of the car, the left hand side.

Page 50. It appeared to me, that the car was stopped and just pulled out of traffic making a left turn in front of me. I thought he was going to make a U-turn because he didn't want to wait for all the cars stopped ahead of him. It was the only thing I could think of at the time. I remember thinking he was going to make a U-turn there.

I never saw the driver of the vehicle."

I. Was Respondent guilty of any actionable wrong?

At the outset it should be noted that to determine Respondent's liability, if any, for Trooper Burke's conduct in driving his emergency vehicle, the Trooper's conduct is to be measured against a specific statutory standard:

"11—205. Public officers and employees to obey Act—Exceptions.

(a) * * *

(b) The driver of an authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law or when responding to but not returning from a fire alarm, may exercise the privileges set forth in this Section, but subject to the conditions herein stated.

(c) The driver of an authorized emergency vehicle may:

1. * * *

2. * * *

3. * * *

4. Disregard regulations governing direction of movement or turning in specified directions.

(d) The exceptions herein granted to an authorized emergency vehicle, *other than a police vehicle*, shall apply only when the vehicle is making use of either an audible signal when in motion *or* visual signals meeting the requirements of Section 12—215 of the Act. (Emphasis supplied).

(e) The foregoing provisions do not relieve the driver of an authorized emergency vehicle from the duty of driving with due regard for the safety of all persons, nor do such provisions protect the driver from the consequences of his reckless disregard for the safety of others.

(f) * * * (Ill. Rev. Stat., chap. 95½, par. 11—205.)

Section 11—907 of the same chapter, outlining the duties of drivers on the approach of authorized emergency vehicles is as follows:

“11—907. Operation of vehicles and streetcars on approach of authorized emergency vehicles. (a) Upon the immediate approach of an authorized emergency vehicle making use of audible *and* visual signals meeting the requirements of this Chapter *or a police vehicle properly and lawfully making use of an audible or visual signal*, the driver of every other vehicle on the same roadway shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the righthand edge or curb of the highway clear of any intersection and shall **stop** if possible and remain in such position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. (Emphasis supplied).

(b) * * *

(c) This Section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.” (Ill. Rev. Stat., chap. 95½, par. 11—907.)

The above two sections appear to distinguish between the use of an audible signal by a police vehicle and by other types of emergency vehicles.

Fortunately, paragraph 12—601, not cited by either Claimant or Respondent, defines more clearly when a siren shall be used:

“12—601. Horns and warning devices.

(a) * * *

(b) No vehicle shall be equipped with nor shall any person use upon a vehicle any siren, whistle, **or** bell, except as otherwise permitted in this subsection. Any authorized emergency vehicle as defined in Chapter 1 of this Act may be equipped with a siren, whistle, or bell, capable of emitting sound audible under normal conditions from a distance of not less than 500 feet, but such siren, whistle or bell, shall not be used except when such vehicle is operated in response to an emergency call or in immediate pursuit of an actual or suspected violator of the law in either of which events *the driver of such*

vehicle shall sound such siren, whistle, or bell, when necessary to warn pedestrians and other drivers of the approach thereof.” (Emphasis supplied.) (Ill. Rev. Stat., chap. 95½, par. 12—601.)

From reading all three statutory sections together we learn that a police officer in responding to an emergency call must use his siren “*when necessary to warn pedestrians and other drivers*” of his approach, and that in every event he must drive “*with due regard for the safety of others.*” Finally, the provisions of chapter 95½ will not protect him “*from the consequences of his reckless disregard for the safety of others.*”

In order to determine the issue of whether Respondent was guilty of any actionable wrong in this occurrence, two key questions of fact must be answered.

(1) Was Trooper Burke using his siren at the time of the collision and immediately before? If not,

(2) Should he have been using his siren?

It is uncontested that as Officer Burke undertook to pass on the wrong side of the road the line of twenty to twenty-five stopped southbound cars his flashing red lights were operating. It is contested as to whether he was using his siren. In the opinion of the Court the weight of the evidence is that he was not using it, or at least was not using it sufficiently so as to perform its function of warning other drivers of his approach.

Trooper Burke testified that he was south of the viaduct when he pulled out just a few hundred feet north of the intersection of Routes 47 and 14. The shortness of the distance can be seen by examining Claimant’s Exhibit No. 3 taken at the intersection of Routes 47 and 14 looking northwards to the viaduct. Prior to reaching the viaduct he had passed two cars, one of which pulled off to the side of the road. At a pretrial discovery deposition he testified that he turned his siren on at Route 120 and

Wonderlake Road and kept it on all the way until the accident. But at the hearing of the case he testified that he was using his siren intermittently.

The driver of the car that pulled off the road when Trooper Burke passed it was one Mrs. Laura Martell. She testified as follows:

“Page 9. The police car, when I first saw it, was coming up behind me. I glanced up in the rearview mirror. He was directly behind me coming **up** fast, and he was going to go around me. He has his red lights on, but no siren. He started to come past me. I pulled off the road

Page 10. I pulled off **so** he wouldn’t have to swing around me **so** far, and he was in the left hand lane at that point. I was more or less watching him as I got back on the road. The police car was in the left lane and its lights were still working.

Page 11. As long as I saw it, I never heard a siren. There was no siren operating. Then I came upon the scene of the accident “ • • • ”

On cross-examination she testified:

“**Q.** Do you know for sure there wasn’t a siren or you just didn’t hear one?

A. There was not a siren.

Q. You didn’t hear one?

A. No, I would have heard it.”

Another witness, one William H. Schwake, in a car stopped at the intersection, testified as follows:

“Page 22. On April 11, 1977, I was near Wanda Lane by the viaduct.

Page 24. As we approached the intersection of Route 14, the traffic was heavy. The intersection is controlled by traffic control signals. We had to stop first because of a red light. We stopped through that red light and through a green light because of the rescue squad going through at that time.

Page 25. The rescue squad was **going** south on Route 14. I don’t recall if there were other squad cars or not. I couldn’t tell if the rescue squad had its lights on. I heard the siren, but I couldn’t tell if it was the rescue squad or what. I assumed it was. I heard a crash behind **us**. I heard nothing else before the crash.

Page 26. The crash came from behind **us**. The first car we saw was a car going by **us** erratically and it ended up in a ditch. The next one was a state trooper’s car and it ended up in the ditch almost right along side **us**.”

Claimant testified as follows:

“**Q.** As you approached the intersection of Wanda Lane and Route 47 did you hear any sirens?

A. No sir, I did not.

Q. Specifically, did you hear any sirens coming from the north going south behind you?

A. No, sir.”

To summarize the testimony of the three witnesses: Mrs. Martell testified positively that Trooper Burke was not using his siren. Witness Schwake testified that he assumed the siren he heard was coming from the emergency vehicle on Route 14. Claimant did not hear a siren.

If Trooper Burke was using his siren at all, he was not using it in such a fashion as to satisfy the statutory injunction to warn other vehicles of his approach. Mrs. Martell was aware of his approach only because she saw him in her rear view mirror. Witness Schwake was not aware of his approach until he hurtled past after the collision and ended up in a ditch. Claimant was not aware of his approach at all.

Considering the fact that the officer was passing 20 to 25 vehicles, on the wrong side of the road, in the immediate vicinity of an intersection into which three driveways and Wanda Lane opened and while travelling 45 miles per hour, it was mandatory that he use his siren steadily.

It is clear that Officer Burke should have foreseen that use of his siren, or more use of his siren than he made, was necessary to warn motorists of his approach.

In *Kirshenbaum v. City of Chicago*, 43 Ill. App. 3d 529, 357 N.E.2d 571 (involving an intersection collision and therefore not strictly in point on the facts), the Court held that a police officer’s failure to sound his siren was, under the circumstances of the case, willful and wanton negligence. Also see *Sundin v. Hughes*, 107 Ill. App. 2d 195, 246 N.E.2d 100 (a case only involving pleadings).

Both sides have argued as to whether Claimant was

guilty of contributory negligence. Contributory negligence would not be a defense if Trooper Burke were found to be guilty of willful and wanton negligence. Then only contributory willful and wanton negligence would be a defense. Clearly, Claimant was not guilty of contributory willful and wanton negligence. A fair reading of the record is that he was not guilty of ordinary contributory negligence but the question is not altogether free from doubt.

Claimant testified that he looked in both rear view mirrors and did not see Trooper Burke approaching. The cars in back of him would have obscured his view through his inside rear view mirror, and with reference to his outside rear view mirrors, it is known that all rear view mirrors have blind spots. In other words, if Trooper Burke had been further to the rear when Claimant looked, he probably would have seen him in his outside rear view mirror, but a car that is almost abreast of you is frequently not picked up in the mirror. As Trooper Burke testified, "I was only about 25 feet in back of him when I saw him start to pull out to the left and to the rear. I locked up my brakes when I saw him pull out." Also, Claimant would have had no reason to expect that a car would be approaching from the rear on the wrong side of the road.

II. Were the actions of Respondent the proximate cause of the accident?

In line with the foregoing analysis the failure of Trooper Burke to use his siren, or use it sufficiently to warn other motorists of his approach, was the proximate cause of the collision and of Claimant's damages.

111. Measure of damages.

Claimant received severe and painful temporary injuries, but except for damage to nine teeth, no per-

manent injuries. His specials were all paid for by insurance. Under the authority of *National Bank of Bloomington v. State of Illinois*, No. 73-CC-0467, filed July 28, 1980, there can be no recovery for these specials.

Claimant summarized his injuries in his brief as follows:

“That Donald Bauman was seriously and severely injured is obvious. He suffered several fractured ribs, dangerous internal bleeding and was almost totally disabled for the better part of three months. He experienced constant severe pain and has never fully recovered the vitality he had before the accident.”

Considering the injuries to his mouth also, it is hereby ordered that Claimant be, and hereby is, awarded the sum of \$35,000.00.

(No. 78-CC-1031—Claim denied.)

MIDWEST FAMILY RESOURCE ASSOCIATION, LTD., an Illinois Corporation, Claimant, **v. THE STATE OF ILLINOIS**, Respondent.

Order filed July 5, 1979.—Rehearing denied April 27, 1981.

SIDNEY C. KLEINMAN, LTD., for Claimant.

CONTRACTS—*there is no statutory provision allowing a Governor’s exemption from Purchasing Act to be applied retroactively.* Respondent’s motion for summary judgment as to work performed before the exemption date was granted and a hearing set to determine what work was performed after the exemption was granted, where Claimant was granted an exemption certificate after execution and performance of the contracts and there is no statutory provision allowing a Governor’s exemption from the Purchasing Act to be applied retroactively.

HOLDERMAN, J.

This matter comes before the Court on a motion by Respondent for summary judgment, motion of Claimant for partial summary judgment, and Respondent’s reply to Claimant’s motion for partial summary judgment.

Respondent’s motion for summary judgment sets

forth that Claimant, by and through its sole owner, Dr. Borstein, contacted the Department of Children and Family Services on three separate occasions, on August 1, 1974, on January 28, 1975, and on July 1, 1975. Said motion further sets forth that since 1968 Dr. Borstein had been employed by the Illinois Department of Mental Health and Developmental Disabilities, and that since 1971, he had been employed as Director of Family Services, Illinois Institute for Juvenile Research.

Respondent also refers to certain contracts entered into between Claimant and Respondent.

The record discloses that Claimant was granted an exemption certificate on September 5, 1975, which exemption was given after the contracts were executed and after twelve months of performance on the contracts.

The objection of Respondent to the payment of this claim is that at the time the work was done, the Claimant did not have an exemption, as required by statute, and therefore the contracts were illegal and void.

It is the contention of Claimant that the exemption of the Governor is retroactive and therefore its claims were valid.

It is the opinion of this Court that there is not any statutory provision which allows for a Governor's exemption from the Purchasing Act (Ill. Rev. Stat., ch. 127, par. 132.11—1), to be applied retroactively, and therefore any and all claims based upon work prior to the Governor's exemption of September 5, 1975, are void.

Motion for summary judgment by Respondent as to all of the work performed before the exemption date is granted, and a hearing is set to determine what, if any, work was performed after said exemption was granted.

(No. 78-CC-1120—Claim denied.)

GEORGE W. STACK, Claimant, v. THE STATE OF ILLINOIS and ILLINOIS DEPARTMENT OF CORRECTIONS, Respondents.

Opinion filed August 4, 1980.

GEORGE W. STACK, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondents.

PRISONERS AND INMATES—*Claimant failed to prove injuries were caused by breach of standard of care.* The claim based on the inmate's contention that he was injured when his leg brace was replaced by a leg brace of insufficient strength was denied, as Claimant failed to prove any breach of standards in medical care.

POCH, J

This is a claim in which the Claimant alleges that the State of Illinois is liable for failure to provide Claimant with adequate medical care while Claimant was in the custody of the Illinois Department of Corrections.

Claimant alleges that on or about January 15, 1978, the metal straps or braces in a leg brace worn by Claimant were replaced with plastic straps of insufficient strength and number, so that the brace was of no use to the Claimant thereafter. Further, Claimant alleges that he has been refused proper medication and was prescribed "different kinds of medication", all of which was improper. Claimant also alleges that his eyes have never been examined since his arrival at the Vienna Correctional Center. Further, Claimant claims that he has been required to do light custodial work because of his demands for proper medication. Finally, Claimant alleges that he has been denied proper medical treatment for the reason that funds were not available from the early part of 1978 until July or August of 1978. Claimant prays for personal injury damages in the sum of \$100,000.00.

Upon the trial of this cause, Claimant testified that

his complaint is essentially that a certain leg brace worn by him prior to this commitment to the Department of Corrections was altered or destroyed by agents of Respondent in the replacement of plastic parts for metal parts.

Claimant's testimony was somewhat difficult to understand. His basic complaints and the complaints of a witness produced by the Claimant were that inadequate medical treatment had been given to both the Claimant and to Claimant's witness, Robert Russell, at the Vandalia branch of the Illinois Correctional Department.

Claimant failed to offer any evidence of the breach of any standard of care that would be applicable either to Respondent or to physicians generally in the treatment of personal injuries. Claimant offered no evidence of the nature of injuries which he claims he sustained as a result of mistreatment at the hands of the Respondent or its agents. The record is absolutely barren of any information from which Claimant's claim could be sustained.

It is hereby ordered that the claim of Claimant be denied.

(No. 78-CC-1137—Claimant awarded \$13.40.)

THOMAS SAVIANO, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed May 8, 1981.

THOMAS SAVIANO, *pro se*, for Claimant.

TAXES—*award granted for taxes improperly collected.* An award was granted for improperly collected taxes paid by Claimant on cigarettes sold at retail.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent, due notice having been given, and the Court being fully advised;

This claim is for a refund of that portion of tax paid on the purchase of cigarettes at retail at some point or points in time during the period January 1, 1967, to December 1, 1971, which was held to have been improperly collected. Pursuant to an order of the Circuit Court of Cook County in the case of *Dorothy Hradek v. Marshall Korshak*, 66-CH-7491, funds were deposited in a financial institution which acted as a clearing house for refunding the money. Claimant was issued a check for his refund but it was never cashed. The funds held in trust by the financial institution were returned to the State treasury. Therefore Claimant was unable to seek reimbursement from the financial institution and filed in this Court.

Upon careful examination of the evidence it appears that this is a just claim and that money is owing to Claimant.

It is hereby ordered that Claimant be awarded the sum of **\$13.40** in full satisfaction of any and all claims arising out of this cause of action.

(No. 78-CC-1168—Claim denied.)

LOUIS AARONS, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed May 12, 1981.

LOUIS AARONS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—failure to make prompt, written request for job audit justified denial of claim for back wages. Claimant's request for back salary was denied as Claimant had not made a prompt, written request for a job audit and the job audit and pay increase were implemented promptly after the proper request was made.

SAME—job audit decisions. Job audit decisions are implemented at the beginning of the first payroll period following the date of the decision.

POCH, J.

Claimant, Louis Aarons, in this cause seeks the sum of \$858.00 in back salary. Claimant, Louis Aarons, is employed by the State of Illinois, Department of Mental Health. As of January 1978, Claimant had been working at Salary Grade 25 Step 7. In December 1977, Claimant's immediate supervisor resigned. It was Claimant's testimony that shortly thereafter he orally requested a job audit. This oral request was allegedly made on more than one occasion. No job audit took place as a result of these oral requests.

On approximately June 5, 1978, Claimant made a formal written request for a job audit. The audit took place shortly thereafter and as a result of this audit on or about June 30, 1978, the Department of Personnel issued an opinion that Claimant's position had changed and therefore Claimant was entitled to be upgraded to Grade 27 Step 5. Claimant was paid according to this upgraded position as of July 1, 1978.

It is Claimant's contention that he was entitled to be

paid at the upgraded rate from January 1978 to July 1978 because Claimant alleges that he assumed the new duties and responsibilities at that time.

It is the Respondent's position that Claimant is not entitled to any back pay because it is the policy of the Department of Personnel to implement job audit decisions at the beginning of the first payroll period following the date of decision. Such a policy has its basis in Ill. Rev. Stat., ch. 127, par. 145, which states as follows:

"Amounts paid from appropriations for personal service of any officer or employee of the State, either temporary or regular, shall be considered as full payment for all services rendered between the dates specified in the payroll or other voucher and no additional sum shall be paid to such officer or employee from any lump sum appropriation, appropriation for extra help or other purpose or any accumulated balances in specific appropriations, which payment would constitute in fact an additional payment for work already performed and for which remuneration had already been made, except that wage payments made pursuant to the application of the prevailing rate principal or based upon the effective date of a collective bargaining agreement between the State, or a State agency and an employee group, or payment of funds as an adjustment to wages paid employees or officers of the State for the purpose of correcting a clerical or administrative error or oversight or pursuant to a backpay order issued by an appropriate State or Federal administrative or judicial body or officer shall not be construed as an additional payment for work already performed."

The above quoted statute clearly applies to the present circumstances and the policy of the department is sound.

The Claimant further maintains that he was entitled to the job audit based on his requests. Claimant admittedly was familiar with the procedures involving the request of a job audit. Rule 1—20 of the Department of Personnel is the governing provision and states as follows:

"ALLOCATION: It is the responsibility of each agency head to report to the Director any significant changes in the duties of every position within the agency. At the request of any agency, or at the discretion of the Director, a survey, audit, or such other investigation as may be deemed necessary by the Director shall be made to determine the proper allocation of any position to a class. Upon written request of an employee, such investigation as may be deemed necessary by the Director shall be made to determine the proper allocation of the employee's position. After making such survey, audit, or

other investigation, the Department of Personnel shall notify the agency in which such position is located of its decision as to the proper allocation of the position in question.

It shall be the responsibility of the head of the agency in which the position is located to notify the incumbent in said position of the decision of the Department of Personnel.”

Claimants admits that he did not make the written request required by the rule until early June 1978. At this time the audit was promptly undertaken and the pay increase immediately implemented at the end of the pay period.

For the foregoing reason, the Claimant’s claim is denied.

(Nos. 78-CC-1229, 78-CC-1231 not cons.—Claim dismissed.)

SPRINGFIELD SANITARY **DISTRICT**, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed July 28, 1980. .

GILLESPIE, CADIGAN & GILLESPIE (PATRICK J. CADIGAN, of counsel), for Claimant.

APPROPRIATIONS—contract beyond money appropriated to Claimant was void. Claim denied where Military and Naval Department contracted beyond the funds appropriated to the Department for the fiscal year and any award in the matter would be a deficiency appropriation in violation of statutory law.

ROE, C. J.

This matter coming on to be heard upon the motions of Respondent to dismiss the claims herein, and, it appearing to the Court that Claimant has received due and timely notice of said motion, and, the Court being fully advised in the premises;

The Court hereby finds:

1. That Rule 14 of the Rules of the Court of Claims of the State of Illinois states that departmental reports issued by State departments or agencies are prima facie evidence of the facts set forth therein.

2. That the departmental reports issued by the Illinois Military and Naval Department, a State department or agency, indicate that there were insufficient funds remaining in the proper line item appropriation to pay these claims and the funds were not available to transfer into that line item appropriation under the 2% transfer statute. Ill. Rev. Stat., ch. 127, par. 149.2.

3. That Claimant has not responded to the motion to dismiss.

4. That article VIII, section 2(b) of the Constitution of the State of Illinois, 1970, states that:

“The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year.”

5. That article XIII, section 4 of the Constitution of the State of Illinois states that:

“Except as the General Assembly may provide by law, sovereign immunity in this State is abolished.”

6. That pursuant to article VIII, section 2(b) of the Constitution of the State of Illinois, 1970, and article XIII, section 4, the legislature of the State of Illinois has enacted Ill. Rev. Stat. 1977, ch. 127, par. 166, which states:

“No officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, nor assume to bind the State in any amount in excess of the money appropriated, unless expressly authorized by law.”

7. That as no officer, institution, department, board or commissioner of the State may contract indebtedness in excess of the amount of money appropriated to it by

the legislature of the State of Illinois, such contracts by statute are void.

8. That because the Military and Naval Department has contracted beyond the money appropriated to it for fiscal year 1979 for reimbursement of facility's expenditures, that contract is void.

9. That for the Court of Claims to award any sum to the Claimant in this matter would in effect be a deficiency appropriation in violation of article VIII and chapter 127, paragraph 166.

10. That as this contract is void by operation of law.

Wherefore, it is hereby ordered that this cause be and the same hereby is dismissed.

(No. 78-CC-1250—Claimant awarded \$3,500.00.)

CHRISTIE **Lou** HERRON, a Minor, by ROBERT **B.** HERRON, her next friend, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 26, 1981.

HERRICK, RUDASILL AND MOSS, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—Respondent failed to use ordinary care to make teeter-totter reasonably safe. An award was entered where the Claimant was injured by a bolt and nuts protruding from the handle of a teeter-totter at the State Fairgrounds in a playground area and the Respondent was negligent in failing to use ordinary care to make the teeter-totter reasonably safe.

HOLDERMAN, J.

Claimant, Christie Lou Herron, was born August 24, 1963, and lived with her parents at 1903 West Calhoun in

Springfield, Illinois, on August 11, 1977. On that date she went to the Illinois State Fairgrounds with a friend, Joanne Ippert, her sister, Cathy, and another friend. They went to a refreshment stand and bought a soft drink and then went to a playground area to sit on a teeter-totter while they drank their drink. The ground was wet and they sat on the teeter-totter rather than sit on the wet ground.

Joanne Ippert and Christie started to go up and down on the teeter-totter and Joanne then remarked she was going to get off but Christie did not hear her. When Joanne got off, Christie's end of the teeter-totter fell to the ground. When it came down, there was a bolt protruding from the handle of the teeter-totter and it struck her in the vagina. The bolt protruded from the handle and had two large nuts on it facing the person sitting on the teeter-totter.

Christie went to the emergency room at Memorial Hospital in Springfield and was treated there by the emergency room doctor and later she was treated by Dr. Metzmaker. She saw a Dr. Hirschowitz and was still suffering some pain to the vagina at the time of the hearing.

At the time of the injury, Claimant was wearing jeans and they were not torn. She suffered bruises to a portion of her anatomy but they were relatively minor. Surgery was not required and the only treatment recommended was that she go home from the emergency room and rest and sit in warm water to alleviate the pain and help the healing. Claimant testified she followed this procedure for a considerable period of time and that it did alleviate the pain. She stated she was confined to a couch at her home for several days after the incident as it was too painful for her to move.

It is Respondent's contention that the sudden removal of Joanne Ippert from the teeter-totter caused the injury to Claimant.

It is Claimant's contention that even if the act of Joanne Ippert was removed, the injury would have still been possible.

The exhibits introduced in this case graphically illustrate the protrusion of the bolt that caused the injury to Claimant. The bolt in question, as shown by the exhibits, had two rather large nuts on it, and it protruded from the handle for a considerable distance. One of the exhibits, showing the same type of teeter-totter, has a handle with only one nut rather than the two nuts that were on the teeter-totter involved in the injury to Claimant.

The seat faces the handle on which this bolt is fastened. It is quite apparent that an individual sitting on the seat who was pushed forward for any reason whatsoever would be in a position to strike the protruding bolt. When the teeter-totter comes down, the law of gravity forces the occupant of the seat into a position to be struck by the bolt on some portion of the body. The fact that there were double nuts instead of a single nut enlarges the chances of an injury being suffered.

Claimant cites the case of *Mayberry v. Cage*, 322 Ill. App. 655, where the Court states:

"The proprietor of a public place of amusement owes a duty . . . to use ordinary care to make the premises as reasonably safe as may be consistent with the practical operation of the business . . ."

Claimant also relies upon the case of *Kahn v. James Burton Co.*, 5 Ill. 2d 622, 625, in which the Court goes into the cost of the preventive measure weighed against the potential for injury. Claimant also cites the case of

Corcoran v. Village of Libertyville, 73 Ill. 2d 325. In the *Kahn* case, the Court also stated:

“. . . Where the owner or person in possession knows, or should know, that young children habitually frequent the vicinity of a defective structure or dangerous agency likely to cause injury to one incapable of appreciating the risk, where the cost of remedying the condition is slight compared to the risk, there is a duty of the owner or person in possession and control to remedy the conditions . . .”

Certainly the Respondent, who maintained the fairgrounds and placed the teeter-totter for the use of children, should have known that the teeter-totter was being used by children and the danger of being injured by the protruding bolt was well known.

It is the opinion of this Court that the Respondent was negligent, that the proximate cause of the injury was the protrusion of the bolt which, in the language of one of the witnesses for Respondent, showed that a single bolt would have served the same purpose and cut down the protrusion to at least half of that which existed at the time of the accident, and that the State is liable for the injury of Claimant.

Evidence in the record is very meager as to the costs accrued to Claimant's parents as a result of their daughter's injury.

Award is hereby entered in favor of Claimant in the amount of \$3,500.00.

(No. 78-CC-1279—Claim dismissed.)

MARIE E. ANAYA, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Order filed September 10, 1980.

MARIE E. ANAYA, *pro se*, for Claimant.

PRACTICE AND PROCEDURE—*jurisdiction to review administrative decision is vested in circuit court.* Claim seeking replacement of lost warrant issued by

Department of Labor was denied as the Court of Claims has no jurisdiction over final administrative decisions.

ROE, C. J.

This cause coming on to be heard on the Court's own motion to dismiss and the Court being fully advised;

Claimant filed this claim based upon Ill. Rev. Stat., ch. 15, pars. 210.10, 210.16, seeking replacement of a lost warrant. Although the complaint was based upon provisions included in the Comptrollers Act, the bill of particulars and the departmental report incorporated by reference into a motion for summary judgment by Respondent indicate that the Claimant was not issued a warrant by the Comptroller but that it was issued by the Department of Labor.

Said documents also indicate that a hearing was held on this matter by the Division of Unemployment Insurance in that department and Claimant was denied reissuance of the monies. It is clear that Claimant is now seeking review of that prior decision. The issue raised by the Court is whether or not the Court of Claims has jurisdiction to review an administrative decision of the Department of Labor.

First, we turn to the provisions of the Administrative Review Act, Ill. Rev. Stat., ch. 110, par. 264. Section 2 of the Act defines its scope. It provides that the Act shall apply to and govern every action to review judicially a final decision of any administrative agency where the Act creating or conferring power on such agency, by express reference, adopts the provisions of the Act. Section 1 of the Act defines what is contemplated by the terms "decision" and "administrative agency." The agency and its decision involved in the case at bar clearly fall within said definitions.

The second step is to determine whether or not the Act creating the agency incorporated the provisions of the Administrative Review Act. Ill. Rev. Stat., ch. 48, par. 520 does by express reference adopt the Act.

Having thus determined that the Administrative Review Act applies in situations such as the instant case, we turn to section 5 of the Act. Section 5 states that jurisdiction to review final administrative decisions is vested in the Circuit Courts. As former Chief Justice Perlin stated in *Rockford Memorial Hospital Association v. State*, 26 Ill. Ct. Cl. 215, 218:

It has been an established rule of this Court, where the Claimant has an adequate remedy in a court of general jurisdiction, the Court of Claims has no jurisdiction. (citing cases)

In *Barret v. State*, 13 Ill. Ct. Cl. 13, 17, the Court stated, "The Legislature in creating the Court of Claims did not intend that it should usurp the powers of, contradict, or compete with courts of general jurisdiction."

It is hereby ordered that this claim be and hereby is dismissed for lack of jurisdiction.

(No. 78-CC-1311—Claim denied.)

HAROLD E. HUM, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Order filed June 15, 1981.

HAROLD E. HUM, *pro se*, for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—State is not required to pay same rate as union scale. Claim for retroactive pay based upon difference between union scale agreed to by industry and prevailing rate paid by State was denied, as the claim was for a period of time prior to the effective date of the State prevailing rates.

HOLDERMAN, J

This cause comes before this Court on Respondent's motion to dismiss.

This is a claim for retroactive compensation based on a difference between the union scale agreed to by the industry and the prevailing rate paid by the State during the interim period between the date of the industry labor agreement and the time the State changed its prevailing rate scale. The issue involved in this case has long been settled and is exemplified by the case of *Arthur Hollender v. State of Illinois*, 14 Ill. Ct. Cl. 40, wherein this Court stated in effect that merely because a contractor in a particular locality agreed to recognize and pay an increase in the hourly wage demanded by the union, the State, not having been a party to the agreement, is not bound to pay the same scale unless and until it agrees to do so. Not being the party to industry agreement, the State is free to set its policy as to prevailing rates. The policy of the State, which has long been followed, is set forth in a memorandum of the Department of Personnel dated April 17, 1972, which memorandum is attached to the departmental report. That policy is as enumerated below:

1. The International unions submit the industry contracts to the Department of Labor.
2. The Department of Labor applies its time stamp upon receipt of union contracts.
3. The Department of Labor forwards the time stamped copies of the contracts to the Department of Personnel.
4. The Department of Personnel edits the contracts to remove "pyramid" items and adjusts the hourly rates accordingly, (this is to equalize State benefits against industry benefits).
5. Prevailing rates which are time stamped before midnight of a calendar quarter and which have contractually effective dates on or before said quarter are released to be effective on the quarterly date (January 1, April 1, July 1, October 1).
6. Prevailing rates which are time stamped after midnight of the appropriate quarter are held for release on the first day of the next quarter.

This policy has been in effect for many years, and has been long recognized by this Court and is still in effect. It has also been recognized by unions throughout these years as reasonable and not arbitrary or capricious.

Inasmuch as this claim is for that period of time prior to the effective date of the State prevailing rate as determined by the Department of Personnel pursuant to their stated policy, this claim must be and is hereby denied.

(No. 78-CC-1314—Claim denied.)

BENJAMIN COURTWRIGHT, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed June 15, 1981.

BENJAMIN COURTWRIGHT, *pro se*, for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—State is not required to pay same rate as union scale. Claim for retroactive pay based upon difference between union scale agreed to by industry and prevailing rate paid by State was denied, as the claim was for a period of time prior to the effective date of the State prevailing rates.

HOLDERMAN, J.

This cause comes before this Court on Respondent's motion to dismiss.

This is a claim for retroactive compensation based on a difference between the union scale agreed to by the industry and the prevailing rate paid by the State during the interim period between the date of the industry labor agreement and the time the State changed its prevailing rate scale. The issue involved in this case has long been settled and is exemplified by the case of *Arthur Hollender v. State of Illinois*, 14 Ill. Ct. Cl. 40, wherein this Court stated in effect that merely because a contractor in a particular locality agreed to recognize and pay an increase in the hourly wage demanded by the union, the State, not having been a party to the agreement, is not bound to

pay the same scale unless and until it agrees to do so. Not being the party to industry agreement, the State is free to set its policy as to prevailing rates. The policy of the State, which has long been followed, is set forth in a memorandum of the Department of Personnel dated April 17, 1972, which memorandum is attached to the departmental report. That policy is as enumerated below:

1. The International unions submit the industry contracts to the Department of Labor.
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3. The Department of Labor forwards the time stamped copies of the contracts to the Department of Personnel.
4. The Department of Personnel edits the contracts to remove "pyramid" items and adjusts the hourly rates accordingly, (this is to equalize State benefits against industry benefits).
5. Prevailing rates which are time stamped before midnight of a calendar quarter and which have contractually effective dates on or before said quarter are released to be effective on the quarterly date (January 1, April 1, July 1, October 1).
6. Prevailing rates which are time stamped after midnight of the appropriate quarter are held for release on the first day of the next quarter.

This policy has been in effect for many years, and has been long recognized by this Court and is still in effect. It has also been recognized by unions throughout these years as reasonable and not arbitrary or capricious.

Inasmuch as this claim is for that period of time prior to the effective date of the State prevailing rate as determined by the Department of Personnel pursuant to their stated policy, this claim must be and is hereby denied.

(No. 78-CC-1355—Claim denied.)

AETNA INSURANCE COMPANY, Subrogee of **WAYNE ALLEN** and **PATRICIA MUELLER**, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed February 13, 1981.

KAMM & SHAPIRO, LTD. (JERROLD J. SHAPIRO, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

CONTRIBUTORY NEGLIGENCE—*accumulation* of snow on highway median did not cause traffic accident. Claim arising from traffic accident denied where State's negligence in piling snow on median, thereby blocking drivers' view of oncoming traffic, was not cause of accident, but Claimant was contributorily negligent in rolling out into intersection without ascertaining whether there was oncoming traffic.

ROE, C. J.

This claim is an action sounding in tort and was brought under section 8(d) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8) by Claimant Aetna Insurance Company as subrogee of two drivers, Wayne Allen and Patricia Mueller, both of whom were involved in a collision at an intersection. At the hearing on this cause the parties stipulated that Claimant's damages were **\$5,613.85**.

Claimant's complaint (which alleges the direction of the vehicles incorrectly) states a cause of action as follows:

"2. (a) On or about February 4, 1978, Wayne Allen was the owner of a 1976 VW Scirocco automobile which he was driving in a southerly direction on U.S. 12 at or near the intersection of Case Road.

(b) At the time and place aforesaid, Patricia Mueller was the owner of a 1974 Chevrolet Nova automobile which she was driving in a northerly direction on U.S. 12 at or near the intersection of Case Road.

(c) At the time and place aforesaid Wayne Allen made a left turn onto Case Avenue.

(d) That Wayne Allen and Patricia Mueller were free of contributory negligence.

(e) At the time and place aforesaid snow had been piled in the center of Route 12 blocking the vision of Wayne Allen of any traffic driving in a northerly direction on U.S. 12.

(f) that as a result of said snow being plowed and negligently left in the center of the road thereby blocking vision a collision occurred between the vehicles driven by Wayne Allen and Patricia Mueller.

(g) * * *

Wayne Mueller testified on direct examination that at approximately 7:45 a.m. on February 4, 1978, he was driving north on U.S. Route 12, a four lane highway, near its intersection with Case Road. The record does not so specify, but it would appear from looking at a map that this accident occurred in Lake County, Illinois. He testified that up to 200 feet from the intersection of Route 12 and Case Road he was able to see southbound traffic on Route 12, but that closer than 200 feet his vision of the two southbound lanes was blocked by snow piled in the median of U.S. 12.

He intended to make a left turn onto Case Road. Because of the snow, the intersection cross-over was wide enough for only one car. Snow piled six feet deep on the median completely blocked all view of the southbound lanes on Route 12.

He pulled very slowly out into the southbound lanes with no vision whatsoever of any possible oncoming traffic in the southbound lane before he could see the length of the highway. His vehicle was still rolling when he saw Miss Mueller approaching in the outer southbound lane. He tried to accelerate but she struck him.

“Q How far into the intersection did you pull to gain vision of oncoming southbound traffic?”

A Well, where my eyesight was past the snow pile, so I would say the front end of the car was pretty much across the oncoming traffic of the left lane.

Q How far down the road could you see at that point?

A At that point I could see practically all the way.

Q When you say ‘practically all the way’, approximately how many feet could you see?

A Oh, I don't know. Fifteen hundred feet.

Q Could you see the vehicle of Patricia Mueller coming southbound at that time?

A Yes I did.

Q What was the position of your car at that time with relationship to both lanes of southbound traffic? Where was the front end of your car?

A Blocking the full left-hand lane of the southbound traffic.

Q Was your vehicle at all into the right-hand lane of the southbound traffic?

A It's hard to say, *because I was rolling a little* bit, you know. So it's very hard to say exactly what was covering what. But I was rolling at that point. (Emphasis supplied.)

Q What did you attempt to do when **you** saw the vehicle of Patricia Mueller coming southbound on Route 12?

A To accelerate to get out of the way.

Q Were you able to get out of the way of her vehicle?

A No, I was not."

Miss Mueller was travelling in the outer southbound lane and the collision took place in that lane.

On cross examination the witness testified that Miss Mueller's car was thirty or forty feet away when he first saw it and that his car was rolling across the intersection at the time. He also testified that she might have been travelling down the middle of the road.

Miss Mueller testified that at the time of the occurrence she was travelling south in the outer southbound lane of Route 12. Because of the piled snow she could not see into the Case Road intersection. When she first saw Allen she was twenty-five to fifteen feet from him and he was crossing Route 12. She hit her brakes, but the front end of her car hit the right end of his car. She had been travelling fifty miles per hour, five miles under the speed limit.

On cross examination Miss Mueller indicated that Allen's car did not "inch out" into the intersection as she had observed other cars do on previous occasions. When

she first saw it, it was in the inner southbound lane and was going to be in her path.

Following the testimony of Miss Mueller, Claimant rested its case.

Respondent called as its witness Joseph J. Kostur, a Safety and Claims Officer of the Illinois Department of Transportation. He testified that with respect to plowing snow on a four lane highway with a raised median, the snow in the two outside lanes is plowed onto the shoulders, and the snow in the two inner lanes is piled onto the median. Where there is an intersection this results in a greater amount of snow piled onto the median in the immediate area of the intersection. Medians are never plowed because the configuration of the medians is such that the trucks would get stuck or tip over.

Mr. Kostur further testified that the State has no program to remove accumulations of snow from a median. In this particular case the snow was not removed from the median, but, following the accident, the cross-over was widened to its full width, making it possible for drivers in the cross over to get a better view of oncoming southbound traffic on Route 12.

It is possible that the State was negligent in not widening the intersection cross-over prior to the accident. The intersection was blind both for drivers on Route 12 and for the driver of any vehicle in the cross-over. The fact that the cross-over was so narrow that it could be used by only one vehicle was in itself a hazardous condition.

However, the proximate cause of the collision in the case was not the negligence of the State but the negligence of Allen in rolling out into the intersection when he did not know if there was any oncoming southbound traffic

on Route 12. He had every opportunity to stop his vehicle in the inner southbound lane and let Miss Mueller pass. He did not “inch out” into the intersection as Miss Mueller had observed other cars do, but rolled on out into the intersection without stopping at any point.

Claimant’s claim with regard to Allen is barred by Allen’s contributory negligence, and its claim as subrogee of Miss Mueller is barred because Allen’s negligence, and not the negligence of the State, if any, was the proximate cause of the accident.

It is hereby ordered that this claim be, and hereby is, denied.

(No. 78-CC-1428—Claimant awarded \$554.17.)

GRIFFIN ELECTRIC, INC., a Delaware Corporation, licensed to do business in the State of Illinois, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed March 26, 1981.

KNUPPEL, GROSBOLL, BECKER AND TICE, for Claimant.

CONTRACTS—electrical contractor *did* not overcharge. Award granted where Respondent made request for one of Claimant’s employees to perform repair work, but Claimant sent two employees to do the job and the repair work actually required two men and the bill for the second man was reasonably necessary and justified.

HOLDERMAN, J.

This matter involves a claim filed by Griffin Electric, Inc. against the State of Illinois for services allegedly rendered to the State at Dickson Mounds Museum near Lewiston, Illinois. Claim is in the amount of **\$554.17.**

A transcript of the record consists of testimony by one individual, the entire transcript being twenty pages long.

The record discloses that on or about June **29, 1978**, Claimant received a call from the manager of Dickson Mounds Museum to come to the museum to do certain electrical repair work. On the same day, Claimant sent two men to the park to do the required electrical work. Thereafter on June **30, 1978**, one man had to return to the park to complete the work in question.

It is Respondent's contention that they requested the services of one man and that the helper who was brought along on the first day by a Mr. Griffin was not needed to do the work. The only testimony concerning the necessity of the helper is by Mr. Griffin himself, an employee of Griffin Electric, Inc., who testified that it is the custom of the electric company to send two men out on a call to ascertain the difficulty and make the necessary repairs. He further testified that in this case the repairs that were made could not have been made by one man and that the bill for the helper was necessary and justified.

This evidence is not rebutted in any manner, shape or form by Respondent.

An award is hereby entered in favor of Claimant in the amount of **\$554.17**.

(No. 78-CC-1647—Claimant awarded \$300.00.)

BILLY WILLIAMS, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 18, 1981.

GARY H. PALM, for Claimant.

TYRONE C. FAHNER, Attorney General (RICHARD J. GROSSMAN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—compensation awarded inmate for property lost. The Claimant was granted an award for property mistakenly taken and destroyed by employees of the correctional institution wherein Claimant was an inmate.

PER CURIAM.

This matter coming to be heard upon the joint stipulation of the parties for the entry of judgment:

The court finds that Claimant, an inmate of the Stateville Correctional Center, seeks compensation for his possessions which were mistakenly taken or destroyed by certain employees of Respondent. That Claimant filed an action in the United States District Court for the Northern District of Illinois, Eastern Division, No. 77-C-1470. That the parties have further agreed that Claimant should be compensated the total sum of \$300.00 and further that his attorneys should be awarded the sum of \$100.00 as attorney fees to be deducted from said award:

It is hereby ordered that Claimant be awarded the sum of \$300.00 in full and final settlement of all claims which are the subject matter of his complaint and further that the sum of \$100.00 be deducted from said award and tendered to his attorneys as their fees.

(Nos. 78-CC-1659 *et al.*—Claim denied.)

NORMA J. COMER *et al.*, Claimants, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed February 13, 1981.

LAPSED APPROPRIATIONS—Claim for lapsed appropriation must be filed in Court of Claims.

CONTRACTS—where provision of contract is in conflict with law that provision is null and void.

STATE EMPLOYEES BACK SALARY CLAIMS—provision of employment contract requiring binding arbitration was null and void. The provision of collective bargaining agreement calling for binding arbitration as to certain retroactive salary increases was in conflict with the appropriation law and was therefore null and void.

SAME—claims for retroactive salary increases denied. Claims for retroactive salary increases based on the provisions of the collective bargaining agreement were denied as the provision of the agreement providing for binding arbitration of the terms providing for the increase was null and void as being in conflict with the appropriation law and there was not an appropriation for the payment of such increases.

ROE, C. J

These claims have been grouped together by the Court for the purpose of this opinion only and are not consolidated except where otherwise noted. Although there may be certain distinguishing characteristics among each group, the issues of law presented at this time and the factual circumstances initially giving rise to each claim are essentially the same in all of the claims.

A motion to dismiss has been filed in each of the claims at various points in time. Several of the cases had been on general continuance status or had motions for general continuance pending. By our Order of October 30, 1980, all of the continued cases were restored to active calendar and all pending motions for continuances were denied. Those Claimants were granted a period of time within which to object to the motions to dismiss and the Respondent was likewise granted time to reply to any objections. The other Claimants have not had their cases

continued or continuance motions pending and have had a considerable amount of time within which to object to the motions to dismiss. Very few objections were ever filed, but the Court has carefully examined each one.

All of the claims are for retroactive compensation of \$40.00 per month (\$20.00 per pay period) for fiscal year 1978 pursuant to Article XXXIII, Section 4 of Collective Bargaining Agreement RC-121. This contract was entered in and became effective between the State of Illinois and the American Federation of State, County and Municipal Employees (hereinafter referred to as "AFSCME") on July 1, 1977, to run for two years up to and including June 30, 1979. The pertinent provision of the contract reads as follows:

"Section 4. Increases Based on Revenues

All employees in the bargaining unit shall receive a lump sum payment of \$20.00 per month for each \$10 million "excess" of actual revenues over projections as determined under Section 3, up to a maximum of \$50.00 per month (a maximum payment of \$600.00 for the year).

Any such payment shall be applied retroactively to all employees for all time paid during Fiscal Year 1978, and the monthly increase shall be added to the base rates for all classifications and steps set out in Appendix A, effective July 1, 1978. Employees not on the active payroll for the full 12 months of FY 1978 shall be entitled to the lump sum retroactive pay on a pro-rate basis. Any employee who has voluntarily quit or been discharged during FY 1978 will be required to make claim for retroactive payments due within 60 days of the end of the Fiscal Year to the Employer."

At the close of Fiscal Year 1978 a dispute arose between the State of Illinois (Bureau of the Budget) and AFSCME officials as to exactly how much money, if any, the State had by way of "excess" in actual revenues over projections as determined under Section 3 of the contract. Section 3 provides as follows:

"Section 3. Revenue Computation

As soon as data are available for Fiscal Year 1978, the parties shall meet to examine and compute the "excess" if any, of total actual receipts into the General Funds, as compared to the total projected receipts into the General Funds, as these are defined in the Memorandum of Agreement between the parties on this subject.

Should a dispute arise between the parties it shall be settled as set forth in Section 14 of this Article.”

Regardless of what the parties contracted for, it is a fundamental constitutional requirement in Illinois that the General Assembly by law shall make appropriations for all expenditures of public funds by the State. Furthermore, appropriations for a fiscal year cannot exceed funds estimated by the General Assembly to be available during that year. Therefore, unless there were already sufficient funds appropriated to cover the expenditure contemplated in the contract a new appropriation would be necessary.

There is nothing in the record to indicate sufficient appropriations were already available. However, in anticipation of the potential increases a bill was introduced in the General Assembly to appropriate funds therefor. This bill, H.B. **3237**, was introduced on April **14, 1978**, and essentially provided as follows:

“Section 1. The following sums, or so much thereof as may be necessary, respectively, are appropriated to the State Comptroller from the funds designated, for personal services and related employer obligations and employees and agencies under the Personnel Code which employ persons eligible for salary increases on account of actual receipts into the general funds for fiscal year 1978 in excess of the amount of projected receipts into those funds for that year, as determined by the Bureau of the Budget, which sums shall be transferred by the State Comptroller to the necessary line items of the various agencies in their fiscal year 1978 appropriations upon receipt of a certified list of eligible employees from the Bureau of the Budget.”

Following this introductory portion of the bill was a list of funds out of which certain amounts were appropriated subject to the condition precedent that the Bureau of the Budget determined that a surplus existed. Section **2** of the bill provided as follows:

“Section 2. This act takes effect June 30, 1978, and if not signed into law until after that date shall be retroactive to June 30, 1978.”

The matter was brought up in budget hearings before the legislature prior to the end of fiscal year **1978**. At this time the Bureau of the Budget advised the

legislature that there would be no "excess." In contrast, AFSCME claimed there would be a substantial excess and advised the legislature of its position in the same hearings.

Upon this background, H.B 3237 was passed by both Houses, and sent to the Governor who signed the bill and it became P.A. 80-1206 on June 30, 1978, differing in content from the way it was when introduced only with respect to dollar amounts.

The Bureau of the Budget determined that the total actual receipts into the General Funds did not exceed the total projected receipts. In fact the Bureau of the Budget found a deficit of approximately \$37 million dollars. According to the plain language of the law which would have appropriated the money for the payments the matter would have ended at that point. However, AFSCME disagreed and, relying on their contract, the parties submitted the problem to an arbitrator. Pursuant to the last paragraph of Section 3 of the contract, set out above, the parties turned to Section 14 of the same Article which provides as follows:

"Section 14. Resolution of Disputes

In the event of any disputes over the interpretation, application or implementation of Section 2 through 7 and 10 of this Article and Memorandum of Understanding related thereto such disputes shall be submitted to Eric J. Schmerz as arbitrator, or to another mutually acceptable arbitrator, who shall be selected in accordance with the grievance procedure beginning at Step 4(b), for final and binding decision."

The arbitrator ruled that the State had received sufficient revenues in excess of those projected to make a lump sum payment equivalent to \$40.00 per month retroactive salary increase. Qualifying employees who for one reason or another left State employment during the fiscal year 1978 or otherwise did not receive the payment. These Claimants are apparently relying on the last two sentences of the last paragraph of Section 4, Article XXXIII which reads as follows:

“Employees not on the active payroll for the full twelve months of FY 1978 shall be entitled to lump sum retroactive payment on a pro rata basis. Any employee who has voluntarily quit or been discharged during **FY 78** will be required to make claim for retroactive payments **due** within 60 days of the end of the fiscal year to the employer.”

All of these cases were filed as “lapsed appropriation” type claims on the standard forms. The law in such cases, simply stated, is that when the appropriation from which a claim should have been paid has lapsed, suit is brought in the Court of Claims, and the Court will enter an award for the amount due the Claimant. The basic issue therefore is whether or not the appropriation from which these claims should have been paid has lapsed.

We begin the analysis with **an** examination of the appropriation. It is fundamental that there be sufficient appropriated funds that lapse from which payment could have been made. If this Court were to grant an award where insufficient funds lapsed then we would in effect be appropriating State funds ourselves. This would be beyond our jurisdiction because, as we pointed out above, the Illinois constitution expressly and exclusively places that responsibility with the General Assembly. The bill potentially appropriating the funds for payment of the increases contemplated in the contract, H.B. **3237**, was signed by the Governor and thus became law. This law was enacted following budget hearings wherein the legislature was advised of the conflict of opinion as to the availability of excess receipts over projections. Thus the legislature was aware that there might be a conflict of opinion when the fiscal year came to a close. Nevertheless they made the appropriation contingent upon the finding of an “excess” by the Bureau of the Budget *only*. No mention was made of **AFSCME** or an arbitration proceeding. This is the plain meaning of the language contained in the law.

Therefore, the only way that there could have been

funds appropriated to pay the salary increases (and the only way sufficient funds from which the salary increases could have been paid could have lapsed) was if the Bureau of the Budget found there to have been an "excess." The Bureau of the Budget in fact found there to have been no "excess." The basic issue set forth above then becomes: Inasmuch as the law potentially appropriating the money from which the payments were to have been made expressly made the appropriation contingent upon a finding by the Bureau of the Budget that there was an "excess" of receipts over projection, what were the effects of the Bureau's finding of no "excess" and subsequent acquiescence in submission of the matter to the arbitrator?

Based upon a plain reading of the appropriation law and the fact that the Bureau found no "excess" it is clear that there was in reality no appropriation made to pay the salary increases, the condition precedent to the existence of the appropriation having failed. It follows that no appropriation then lapsed.

However, despite the Bureau's initial determination there is no reason stated in Respondent's motions to dismiss or anywhere else in the record which would prevent the Bureau from changing its position. The circumstances following the initial determination by the Bureau therefore become relevant as indicia of whether or not the Bureau ever took a position different from its initial one.

After the Bureau found there to have been no "excess" AFSCME disagreed and asserted its alleged rights under the collective bargaining agreement for binding arbitration. The result of the arbitration was a finding by the arbitrator that there were sufficient "excess" receipts to pay eligible employees a lump sum

salary increase equivalent to \$40.00 per month for each month of employment.

Although the arbitrator's decision was purported to have been binding under the terms of the contract, it legally had no effect whatsoever with respect to the rights of the employees to receive any payments because of the language of the appropriation law. This Court has consistently held that, in accordance with the basic principles of contract law, where a provision of a contract is in conflict with the law that provision is null and void and will not be enforced in this Court. In the case at bar the provision of the contract calling for binding arbitration is in conflict with the appropriation law. That law provided that the determination of the existence of any "excess" was to be made by the Bureau of the Budget. Any contractual provision otherwise therefore has no effect. Moreover, there is nothing in the record before us to indicate that the Bureau changed its initial position by ratifying the arbitrator's decision regardless of its legal effect.

The only exception commonly recognized by this Court to the principle that where insufficient funds or no funds lapsed from which payment of the claim would have been made the claim is denied is where the expenditure is expressly required by law. It is quite clear from the discussion above that this exception is inapplicable in these cases.

In conclusion we find that no appropriation lapsed from which these claims would have been paid. It is therefore ordered that these claims be, and hereby are, denied.

(No. 78-CC-1907—Claim dismissed.)

W. GERALD FOWLER, M.D., Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed May 26, 1981.

J. MICHAEL O'BRYNE, for Claimant.

LAPSED APPROPRIATIONS—Court of Claims lacks authority to grant award in cases where balance of appropriation is insufficient. The claim based upon a lapsed appropriation for products or services provided was dismissed, as the Court of Claims lacks authority to grant such a claim where the balance of the appropriation remaining is insufficient.

HOLDERMAN, J.

This matter coming on to be heard upon the motion of Respondent to dismiss the claim herein, due notice being given, and the Court being fully advised in the premises, finds that:

1. Claimant has brought this action, based upon a lapsed appropriation for products or services supplied during fiscal year **1978**.

2. Rule **14** of the Rules of the Court of Claims of the State of Illinois states that departmental reports, submitted by State departments, are prima facie evidence of the facts set forth therein.

3. The report of the Department of Administrative Services states that at the close of fiscal year **1978** there were no funds remaining in the appropriation to pay the subject invoice, nor were there funds available for transfer.

4. Section **30** of an Act in relation to State Finance (Ill. Rev. Stat. **1979**, ch. **127**, par. **166**), prohibits obligating the State to any indebtedness in excess of the money appropriated for a department.

Likewise, the Court of Claims has no authority to

grant an award in cases where the balance of the appropriation remaining is insufficient.

It is hereby ordered that the motion of respondent be, and the same is, granted and this claim is dismissed.

(No. 79-CC-0021—Claim dismissed.)

CHRISTOPHER PACELLI, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed July 2, 1980.

CHRISTOPHER PACELLI, *pro se*, for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—claim for *double time pay for holiday* dismissed. The Claimant's action to recover double time pay for the work he did on holidays as an employee of the Department of Mental Health was dismissed even though the collective bargaining agreement provided for double time pay, as the conflicting provisions of the Personnel Rules which provided for time off or additional vacation time prevailed.

ROE, C. J.

A complaint has been filed by Christopher Pacelli, who was a certified employee in the Illinois Department of Mental Health, for \$113.18 which represented a pay differential between the straight time rate for two holidays worked, and the double time rate to which Claimant alleges entitlement. The Department paid Claimant the equivalent of the straight time rate based upon the provision of Rule 3—200 and Rule 3—220 of the Personnel Code which was authorized pursuant to Ill. Rev. Stat. 1977, ch. 127, par. 63b 108, and these rules have the force and effect of law. Claimant alleges entitlement to double time pay for these two holidays worked based upon the Collective Bargaining Agreement, article 8, section

8.4(IV), effective July 1, 1977, which authorized union employees to elect to receive double time pay for working legal holidays.

The issue before the court is what provision will prevail when there is a conflict between a collective bargaining contract and Rules of the Department of Personnel. The Rules, pursuant to Ill. Rev. Stat. 1977, ch. 127, par. 63b 108, have the force and effect of law, and are binding as if made directly by the Legislature. **City of Chicago v. Bullis**, 124 Ill. App. 7, 17, affirmed in **Powell v. Bullis** 77 N.E. 575, 221 Ill. 379. Any contract provision which is in conflict with existing law cannot prevail, and, is invalid.

The Personnel Rule 3—200 and Rule 3—220 specifically provided for equivalent time off or an additional vacation day which also amounts to equivalent time off. Article 8, section 8.4 (IV), of the Collective Bargaining Agreement effective July 1, 1977 provided for union employees to secure double time pay for working holidays, which is in direct conflict with the Rules of the Department of Personnel which still affect all civil service employees whether union members or non-union members.

It is therefore the opinion of this court that the claim for double time pay should be denied, and it is the Order of this court that the complaint herein should be dismissed with prejudice.

(No. 79-CC-0057—Claimant awarded \$40,525.31.)

MARON ELECTRIC COMPANY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed June 11, 1981.

NEIMAN & GRAIS, for Claimant.

CONTRACTS—*claim settled on basis of stipulation as to amount due.* The stipulation of the parties as to the amount due on a contract claim based on damages caused by delays and change orders initiated by the Respondent was reasonable and based on sufficient facts and would be accepted by the Court of Claims as a basis for an award.

ROE, C. J.

This Court finds that this claim sounding in contract is for damages caused by delays and change orders caused by the Respondent. An investigation and report of the claim by the Capital Development Board substantiates the claim.

The Claimant and Respondent have filed a joint stipulation in which they agree that this claim should be settled for **\$40,525.31**.

Although not obligated to honor this settlement agreement, when such agreement appears to be based on sufficient facts and to be just and reasonable, we may accept it as a basis for an award.

It is hereby ordered that the sum of forty thousand five hundred twenty five and 31/100 dollars (**\$40,525.31**) be awarded to Claimant in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause.

(No. 79-CC-0263—Claim denied.)

JOSEPH V. MCKENNA, Claimant, v. THE STATE OF ILLINOIS,
STATE BOARD OF EDUCATION, ILLINOIS OFFICE OF EDUCATION,
Respondent.

Opinion filed September 4, 1980.

TRAYNOR & HENDRICKS, for Claimant.

WILLIAM J. SCOTT, Attorney General (WILLIAM E.
WEBBER, Assistant Attorney General, of counsel), for
Respondent.

CONTRACTS—*award* denied as Claimant *did not fulfill* contract. The Claimant's action to recover for work he performed as a labor arbitrator for the State Board of Education was denied, as the evidence established that he failed to complete the job by filing his decision in writing including findings of fact and thereby breached his employment contract.

HOLDERMAN, J.

Claimant filed a claim for services alleged to have been rendered in the amount of **96.57** hours of work performed as a labor arbitrator under a contract with Respondent, at the rate of **\$250.00** per eight-hour day.

In April of **1976**, Claimant was contacted by the State Board of Education relative to the possibility of his serving as a hearing officer in certain matters. It is Claimant's contention that he was of the opinion that the period of time for which his services would be required would be of short duration; as a matter of fact, there were many days of hearings, and Claimant on June **17, 1977**, submitted a voucher in the amount of **\$1,157.00** which was paid, and on June **30, 1977**, Claimant submitted a second voucher for **\$3,297.30** which was paid.

The transcript of the hearing consisted of **2,700** pages encompassed in nine volumes. The deadline for Claimant's decision was April **30, 1978**, but Claimant was unable to meet it because of a certain physical condition that had started troubling him. On May **17, 1978**, Claimant

sought medical advice, and on May 23, 1978, he went into a hospital for an angiogram. On May 31, 1978, Claimant had a quadruple cardiac bypass operation.

On May 30, 1978, Claimant prepared a letter, sending copies to the attorneys involved and to the Illinois Office of Education. In this letter, he explained his problems, stating that he had prepared the award which was almost ready for a rewrite and made a decision. The letter further stated that after he was able to resume work, he would complete the award explaining his decision. Claimant did not complete the final draft and he was asked to return the transcript and exhibits and they were filed in the Circuit Court of Will County.

On November 17, 1978, Claimant prepared a voucher for his services in the amount of \$3,125.00 which was not **paid**.

The Circuit Court of Will County, in an opinion rendered by Judge Thomas W. Vinson on July 11, 1979, stated, in part, as follows:

“The order of this Court is that, since there were no findings of fact by the hearing officer, and since the time is long expired for this applying of such findings of fact, the order of Joseph V. McKenna, Hearing Officer of May 30, 1978, is reversed in whole, and held null and void, and this cause is remanded to the Illinois State Board of Education, *so* that a new and different hearing officer may be selected, and hearing *de novo* of the issues of this cause.”

A motion to vacate this opinion was filed, and on December 12, 1979, Judge Vinson issued an order confirming the original opinion and denying the motion to vacate.

In passing upon Claimant’s letter, the Court used the following language:

“If the Order were construed to allow a later supplying of the findings of fact, then it would not be a ‘final’ order, and would not properly be before this Court. The Order is construed by this Court as a final order.”

Claimant takes the position that the work was done by Claimant and that a finding of facts and a final order was not necessary.

Respondent takes the position that Claimant did not fulfill his part of the contract and therefore the State is under no obligation to pay the claim heretofore filed by Claimant. Respondent sets forth among the rules and regulations to be followed by the arbitrator, Rule 7 entitled *The Decision*, which states as follows:

“7.01 The hearing officer shall, with reasonable dispatch, make a decision in writing as to whether or not the teacher shall be dismissed. Such decision shall include findings of fact.”

The rule further states:

“7.02 This decision should be rendered no later than 30 days from the date of closing the hearing.”

It is Respondent's position that both of these provisions were violated and that the Circuit Court of Will County found it necessary to order an entirely new hearing. Respondent also takes the position that the actions of Claimant in failing to render a finding of fact amounted to a breach of his employment contract; therefore he cannot claim compensation for something he did not do, render a valid decision to which the department could process an appeal, if necessary, and upon which a reviewing court in a suit for administrative review could rule.

It is the opinion of this Court that one tribunal, the Circuit Court of Will County, has already passed upon this matter in finding Claimant did not fulfill his contract. Award is hereby denied and this cause is dismissed.

(No. 79-CC-0568—Claimant awarded \$99,531.00.)

UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed August 25, 1980.

CARIN ANN CLAUSS, United States Solicitor of Labor (NANCY BOYLAND COLLINS, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—stipulation of parties provided basis for award for breach of contract. The Industrial Commission expended certain funds granted to it by the United States Department of Labor and a stipulation of the parties as to the amount of damages arising from Commission's expenditures which were inconsistent with the conditions of the grants was the basis for an award in favor of the Department of Labor.

PER CURIAM.

The Claimant seeks an award of **\$110,726.00**, pursuant to its First Amended Complaint, for the recoupment of certain monies furnished to the Illinois Industrial Commission, hereinafter the Commission, under two grants by the Claimant. A **1975** audit conducted on behalf of the Claimant indicated that part of the funds under the grants had been expended in a manner inconsistent with the terms and conditions of the grants in question. The audit revealed that **\$110,726.00** had been inconsistently expended. After a demand for said sum was made upon the Commission with no action taken thereon this suit was filed.

The Commission has admitted as true all the allegations of the amended complaint in the aforesaid stipulation. Therefore, the court has before it an admission which sets forth a legal basis for an award; to wit, contract and breach of contract.

Based on the existence of facts setting forth a cause of action and liability in contract, the remaining consideration for this court is one of damages.

The audit which uncovered the inconsistencies in the expenditure of grant funds indicated that \$110,726.00 may have been misspent. The parties have, however, agreed between themselves that \$99,531.00 represents a fair and reasonable compromise of this claim. While this court is not bound by any stipulation between the parties to a lawsuit, especially involving the question of damages, such a stipulation will not be arbitrarily set aside. Absent a showing of bad faith or lack of authority, a compromise reached in arm's length negotiations will be considered by this court. We concur with the parties that the sum of \$99,531.00 is a fair and reasonable figure for the compromise of the instant claim.

It is hereby ordered that the sum of \$99,531.00 (ninety nine thousand five hundred thirty one dollars and no cents) be awarded to Claimant, United States Department of Labor, Occupational Safety and Health Administration, in full and complete satisfaction of any and all claims which are the subject matter of the complaint filed herein.

(No. 79-CC-0597—Claim denied.)

PATTI LYNN KEATING, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed November 30, 1979.

Order on motion to vacate filed July 21, 1980.

Order on motion to vacate filed October 6, 1980.

JOHN P. COGLAN & ASSOCIATES, P. C., for Claimant.

NEGLIGENCE—*claim for injuries suffered by patient in State hospital denied.* The claim for injuries suffered by a patient of a State hospital when her eye problems were misdiagnosed was dismissed as the evidence established that the physicians who allegedly erred in their diagnosis were not employees of the State, but rather were independent contractors working at the State hospital.

HOLDERMAN, J.

This matter comes for the Court on a motion of Respondent to dismiss said cause and objection to said motion filed by Claimant.

Claimant, a young woman, was formerly a patient at the Illinois Braille and Sightsaving School in Jacksonville, Illinois, and was also a patient at the Infirmary of the Illinois School for the Deaf in Jacksonville.

Claimant was born on March **25, 1959**, and her notice of intent to sue the State was filed on March **13, 1979**, and her complaint was filed March **15, 1979**.

In its motion to dismiss, Respondent sets forth that this suit was not filed in apt time and cites section **22** of the Illinois Court of Claims Act. Ill. Rev. Stat. **1977**, ch. **37**, par. **439.22**.

Claimant has had trouble with her vision for several years. The Claimant's reply to Respondent's response sets forth that Claimant had been hospitalized on three separate occasions for in-patient psychiatric treatment for a depressive condition caused by a detached retina and surgical enucleation of the left eye. Said reply also sets forth that Claimant has been under the disability of epilepsy and that on October **14, 1976**, she was admitted to the University of Illinois Hospital in Chicago, Illinois. Claimant's reply further alleges that an agent of the Respondent inserted, or caused to be inserted, a report in Claimant's medical records at the Illinois School of the Deaf Infirmary at Jacksonville, Illinois, purporting to show the results of an eye examination at the Illinois

School for the Deaf Infirmity on October **15, 1974**, when in fact said examination never took place and is a statement of a falsehood designed to conceal the misdiagnosis and liability of the agent of the Respondent. Claimant's reply further alleges that the Claimant was never informed by any agent of the Respondent of the false and misleading nature of the alleged report of October **15, 1974**, and it was not until October **14, 1978**, that Claimant's attorneys discovered the true nature of said report and informed Claimant of the parties responsible for claimant's injuries.

Respondent relies upon section **22** of the Court of Claims Act which enumerates certain disabilities and states "and persons under other disability at the time the claim accrues."

It is the opinion of this Court that the question of disability raised by Claimant's pleadings are sufficient to sustain the position of Claimant, subject to confirming proof at the time of the hearing that she was suffering from disability that would place her under exemption of the statute of limitations.

It is hereby ordered:

That Respondent's motion to dismiss be, and the same is, denied, and this cause is ordered to a hearing.

ORDER ON MOTION TO VACATE

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to vacate an order heretofore entered by this Court denying Respondent's motion to dismiss, and Claimant's reply to Respondent's motion to vacate.

The Court, in its ruling denying motion to dismiss, stated that the copy of the contract was not legible.

Respondent attached to its motion to vacate a legible copy of said contract.

Paragraph 5 of said contract states as follows:

“It is agreed that by the terms of this agreement the Contractor is not an employee of the Department or the State of Illinois and is not entitled to payment for vacation, sick time, holidays or other benefits provided employees under the Personnel Code and regulations or other laws of the State of Illinois. Contractor shall be responsible for accounting for and reporting State and Federal Income ~~Tax~~ and Social Security taxes if applicable.”

Claimant’s brief and reply to motion to vacate are to the effect that the doctors in question were employees of the State and alleged that the fact that they were supervised makes them employees rather than independent contractors.

It is the opinion of this Court that a contract entered into between the doctors and the State expressly states, as shown by the above paragraph, that they were not considered employees of the State but were independent contractors.

It is hereby ordered:

That Respondent’s motion to vacate be, and the same is, granted, motion to dismiss be, and the same is, granted, and this cause is dismissed.

ORDER ON MOTION TO VACATE

HOLDERMAN, J.

This matter comes before the Court upon motion of Claimant to vacate the Court’s order of dismissal, and Respondent’s objection to said motion to vacate.

It is hereby ordered:

That Claimant’s motion to vacate order of dismissal be, and the same is, denied, and this cause is dismissed.

(No. 79-CC-0613—Claim dismissed.)

James THOMAS, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed September 4, 1980.

JAMES THOMAS, *pro se*, for Claimant.

STATE EMPLOYEES BACK SALARY CLAIMS—*claim for double pay was in direct conflict with Rules of Department of Personnel.* The Claimant's claim for double time holiday pay was denied where the collective bargaining contract conflicted with the Rules of the Department of Personnel stating that employees shall be paid at a straight time rate during holidays.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, due notice having been given, and the Court being fully advised in the premises;

A complaint has been filed by James Thomas seeking retroactive compensation in the amount of \$26.64 which represents the difference between the double time rate to which Mr. Thomas alleges entitlement and the straight time rate at which he was actually paid for working on a holiday. Claimant based his claim on Art. VI, Section 6.4, Item c of the Local 726 Teamsters Agreement.

In the motion to dismiss, Respondent points out that Personnel Rules 3—200 and 3—220 provide that an employee shall be paid at a straight time rate for all holidays worked.

Thus the issue before us is what provision will prevail when there is a conflict between a collective bargaining contract and the Rules of the Department of Personnel. We find that the Rules, pursuant to Ill. Rev. Stat. 1977, ch. 127, Sec. 63b 108, have the force and effect of law, and are binding as if made directly by the Legislature. *City of Chicago v. Bullis* 77 N.E. 575, 221 Ill. 379; *Braswell v. State*, No. 78-CC-2073, Ill. Ct. Cl., filed

June 25, 1980. Any contract provision which is in conflict with existing law cannot prevail and is invalid.

We find that the contract provision by which Claimant is seeking compensation is in direct conflict with Rules of the Department of Personnel. Therefore the claim for double time pay is hereby denied and, because Claimant has already been compensated at straight time pay for the time worked, as provided for in the Rules, this claim is hereby dismissed with prejudice.

(No. 79-CC-0660—Claim dismissed.)

**ERNEST M. ADKINS, JR., and MERRY JO ADKINS, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Order filed July 21, 1980.

**ERNEST M. ADKINS, JR., and MERRY JO ADKINS, *pro se*,
for Claimants.**

NEGLIGENCE—guardian given custody of minor under provisions of Juvenile Court Act is not subject to liability for damages caused by minor. Claim for replacement of belongings damaged and destroyed by fire caused by minor ward of the State was denied, as the minor was placed in the State's custody under provisions of the Juvenile Court Act and the State was not subject to the liability imposed by the Parental Responsibility Law.

POCH, J.

This cause is before the Court on Respondent's motion for summary judgment.

Claimant seeks to recover the sum of **\$16,472.94** from the State of Illinois Department of Children and Family Services for the replacement of personal belongings damaged and destroyed in a fire in the home of the Claimant's mother while the Claimant's personal articles

were being stored in said home. The loss occurred when the home burned as a result of a fire started by a minor ward of the Department of Children and Family Services who was a foster child in the home of Claimant's mother. The ward had been placed in Claimant's home after she was placed in the custody of the Department of Children and Family Services by the Order of the Juvenile Division of the Circuit Court of Clay County as set forth in the departmental report. In support of its motion for summary judgment the Respondent has cited the case of **Mildred L. Vallery**, 74-CC-378 and attached a copy of the **Vallery** case to its Motion. The **Vallery** case is exactly on point wherein they state as follows:

"At common law, the parent or legal guardian of a minor is not liable for the tortious acts of the minor. However, Illinois has adopted a Parental Responsibility Law, Ch. 70, Ill. Rev. Stat., Paragraphs 51-57, which does impose liability upon a parent or legal guardian for actual damages for the wilful or malicious acts of a minor.

Section 2 of the Parental Responsibility Law, Ch. 70, Ill. Rev. Stat., Section 52, defines 'legal guardian' to be:

'A person appointed guardian or given custody of a minor by a circuit court of the State, but does not include a person appointed guardian, or given custody, of a minor under the Juvenile Court Act; approved August 5, 1965, as now or hereafter amended.'

Since the Department of Children and Family Services was given custody of the minor by a circuit court under the provisions of the Juvenile Court Act, the Department is not subject to the liability imposed by the Parental Responsibility Law and the Department is likewise not liable at common law.

IT IS THEREFORE ORDERED that Respondent's motion for summary judgment be, and hereby is granted."

This Court recognizes the **Vallery** opinion as controlling and it hereby ordered that this case be and the same is hereby dismissed.

(No. 79-CC-0701—Claimant awarded \$10,000.00.)

RICHARD N. GREER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed September 10, 1980.

RANDOLPH N. STONE, for Claimant.

. STATE EMPLOYEES BACK SALARY CLAIMS—*agreed settlement approved by court.* An award of \$10,000 was granted where the Claimant was discharged from his position as a prison guard and the Claimant and the State agreed to a settlement of the claim alleging unlawful employment practices.

POCH, J.

This cause coming on to be heard on the joint stipulation entered by and between the parties hereto, due notice being given and the Court being fully advised;

Finds:

1. That on or about July **26, 1973**, Claimant, Richard Greer, was discharged from his position as prison guard at Stateville Penitentiary.

2. That on September **24, 1973**, Claimant filed a charge of unlawful employment practice against the State Department of Corrections with the Illinois Fair Employment Practice Commission.

3. That a settlement agreement in the F.E.P.C. matter was entered by Greer and the State Department of Corrections on or about May 10, **1978**, whereby the Department agreed to pay Claimant the sum of \$10,000.00.

4. That such agreement was entered and received into evidence at the hearing before Commissioner Joseph P. Griffin of the Court of Claims.

Accordingly, it is hereby ordered that the Claimant, Richard Greer, be and the same is hereby awarded the sum of ten thousand and 00/100 (\$10,000.00) dollars.

(No. 79-CC-0803—Claimant awarded \$71,914.00.)

UNITED STATES DEPARTMENT OF LABOR, BUREAU OF LABOR
STATISTICS, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed August 25, 1980.

CARIN ANN CLAUSS, United States Solicitor of Labor
(LISA R. WILLIAMS, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M.
DONOVAN, Assistant Attorney General, of counsel), for
Respondent.

CONTRACTS—state failed to follow terms and conditions set forth in grants from United States Department of Labor. An award was granted where the State of Illinois expended funds in a manner inconsistent with the terms and conditions set forth in grants from the United States Department of Labor and the Claimant's stipulation was made in good faith and on proper authority.

PER CURIAM.

The Claimant seeks an award of **\$77,724.64**, pursuant to its first amended complaint, for certain monies furnished to the Illinois Industrial Commission, hereinafter the Commission, under two grants from the Claimant. A **1975** audit of the operations of the Commission on behalf of the Claimant indicated that part of the funds under the grant had been expended in a manner inconsistent with the terms and conditions set forth in the grants in question. The amount thereof was determined to be **\$123,728.00**. The Commission made a partial payment of **\$46,003.36** of this amount. The balance of **\$77,624.64** is the subject of the instant claim.

The Commission has admitted all the allegations of the amended complaint filed herein in the stipulation. Therefore, this court has before it an admission which sets forth a legal basis for an award, to wit, contract and breach of contract.

Based on the existence of the relevant legal facts

setting forth a cause of action in contract, the remaining consideration for this court is the question of damages.

Historically, this court is not bound by any stipulation of the parties regarding the legal effect of the admission of the facts as stipulated. This is especially true in the area of damages. However, where it appears that a stipulation has been made in good faith and on proper authority, this court will not arbitrarily reject such a stipulation.

It appears to this court that the suggested compromise of **\$71,914.00** is fair and reasonable especially considering the complexities of proof involved should the matter have to be tried.

It is hereby ordered: that the sum of **\$71,914.00** (seventy one thousand nine hundred fourteen dollars and no cents) be awarded to Claimant, United States Department of Labor, in full and complete satisfaction of any and all claims which are the subject of the complaint filed herein.

(No. 79-CC-0882—Claim denied.)

STEVEN WOLLARD, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed August 4, 1980.

STEVEN WOLLARD, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (SUE MUELLER,
Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—claim denied where inmate failed to prove State did not provide adequate medical treatment. Claimant failed to prove that the State was negligent in not providing adequate medical treatment to him while he was an inmate of a correctional facility.

POCH, J.

Claimant is an inmate with the Illinois Department of Corrections at Menard Correctional Center.

Claimant's complaint by "letter" filed May 3, 1979, with the Illinois Court of Claims complains in general terms of a lack of adequate medical treatment. At the hearing held by Commissioner Rath, in this cause on April 17, 1980, Claimant offered no proof of wrongdoing or negligence on the part of the State of Illinois other than his conclusions, offered in a very general way, as to a failure on the part of Respondent's agents to provide adequate continuing medical care for the various ailments of which the Claimant complains.

There was no proof offered in this case of negligence on the part of the State of Illinois; there was no proof of any standard of care which was not met by Respondent and no proof of damages sustained by the Claimant.

It is hereby ordered:

That the claim of Claimant be and the same is hereby denied.

(No. 79-CC-0919—Claim denied.)

CHARLES WASHINGTON, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed July 2, 1980.

CHARLES WASHINGTON, *pro se*, for Claimant.

PRISONERS AND INMATES—law of bailments does not give Claimant right to refuse to accept property because portion of property is missing.

SAME—Claimant failed to prove that State lost his property during transfer between correctional facilities. The inmate's claim for the loss of his

property was denied where he refused to accept his property after a transfer from one correctional facility to another when he discovered that a portion of the property was missing, as he failed to prove that the State was responsible for his loss and nothing in the law of bailments allows the Claimant to refuse to accept property because only a portion is missing.

ROE, C. J.

This is a claim brought by Claimant, an inmate of Stateville Correctional Center, for the value of certain items of personal property allegedly lost in the course of his transfer from Menard Correctional Center to Stateville Correctional Center on October 4, 1979. The value ascribed by Claimant to the items is \$892.88.

Claimant's exhibit 1 is a five-page inventory prepared by the authorities at Menard setting forth each item packed by the Menard authorities for transfer by bus to Stateville.

Claimant testified that when the property was delivered to him after his arrival at Stateville he refused to accept it because some of the property was missing.

"THE WITNESS: Okay. On the 4th of October, okay, I was transferred from Menard to Stateville. Okay? While waiting, all my personal property in the hold of the bus and all boxes was intact when I got here. Then Lt. Rodriguez walked me to B East orientation. Then that Sunday which would have been on the 6th, on the 6th of October, okay, I was called down about my personal property, and then I checked it and found that everything was not intact. So, **Z refused it.** Okay?" (Emphasis supplied.)

Claimant reiterated this testimony later on during the course of the hearing.

Assuming that some of the property was in fact missing, Respondent terminated the bailment with respect to the items that were *not* missing when it attempted to deliver those items to Claimant.

"A bailment terminates when the subject matter of the bailment is returned by the bailee * * *." Illinois Law and Practice volume 4a, page **531**, Bailments, chapter 2 section 22.

Taking at its face value Claimant's testimony that he walked away from his property and left it sitting on the flag of the cell house—in effect abandoning it—puts the responsibility for its loss on Claimant. The decision to abandon his property was Claimant's.

Claimant is suing for the value of *all* of his property, not only the items allegedly lost while in the physical possession of Respondent, but also the items he refused to accept. There is nothing in the law of bailments that would give to Claimant the right to refuse arbitrarily to accept the portion of his property returned to him just because another portion was missing. Since there is nothing in the record to identify the items which might have been lost by the State during the course of or immediately after Claimant's transfer from Menard to Stateville, and Claimant has the burden of proof, it is impossible to make any award.

Elmer Maxwell, personal property officer at Stateville, called on behalf of Respondent, testified that Claimant's family picked up some of Claimant's property. (Rec. 13). Claimant acknowledged this.

Lt. Bellamy, likewise called on behalf of Respondent, testified that he delivered Claimant's property to him, and that Claimant did not leave it on the flag but carried it up into the gallery. Claimant rebutted this testimony by saying that he did in fact leave his property on the flag, and that he and his cellmate carried only his cellmate's property to the gallery.

If Lt. Bellamy's testimony is taken as true, it is still impossible to make an award, because Claimant claims the loss of all of his property.

It is ordered that this claim be denied.

(No. 79-CC-0938—Claimant awarded \$500.00.)

GEORGE J. STUDEMAYER, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed April 7, 1981.

JOHN L. ROACH, for Claimant.

TYRONE C. FAHNER, Attorney General (SHEILA M. KING, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—award for slip-and-fall on ice granted based on joint stipulation. An award of \$500 was granted where the Claimant slipped and fell on ice on State property and the parties entered a joint stipulation as to liability and damages.

PER CURIAM.

Claimant, herein, seeks an award for personal injuries sustained when he slipped and fell on some ice at the Secretary of State Motor Vehicle Facility at **5401** North Elston Avenue, Chicago, Illinois. The incident occurred on January 9, 1979, and the complaint herein was filed on July **30**, 1979.

The parties have submitted to this court a joint stipulation wherein the liability of the Respondent has been admitted. In addition, the parties have recommended to this court that an award be entered for \$500.00 to the Claimant in full satisfaction of this cause of action.

This court is mindful of its responsibilities in determining the liability of the State of Illinois in actions pending in this court. In that regard, it is the exclusive province of the judges to determine the amount of damages to be awarded where liability is present.

In the claim herein, the Respondent has admitted its liability. Therefore, the only question before this court is one of damages. Where the parties have stipulated to an

amount of damages by mutual agreement, this court will not attempt to second guess the parties where it is apparent that the agreement has been reached in good faith and with authority on both sides. Such is the case here.

It is hereby ordered that an award be made to George J. Studemeyer, Claimant, in the amount of \$500.00 (five hundred dollars and 00/100's) in full and complete satisfaction of any and all claims arising from the incident that is the subject matter of the complaint herein.

(No. 79-CC-0949—Claimant awarded \$2,236.50.)

CHARLES W. McNEIL, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed October 3, 1980.

C. E. HEILIGENSTEIN, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—partial award granted due to statute of limitations. Only a partial award was granted for a back salary claim as a portion of the claim was barred by the statute of limitations barring compensation for services rendered more than five years prior to the commencement of the action and a portion of the claim was based on salary due more than five years before action was taken.

SAME—clerical or administrative error resulted in Claimant not being paid proper salary increases. Award for back salary due Claimant was granted where the evidence established that he was not granted proper salary increases for his position as a correctional officer because of clerical or administrative errors.

PER CURIAM.

This matter arises pursuant to section 8(b) of the Illinois Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(b)), as a claim by Claimant, Charles W. McNeil, for back salary allegedly due from February 1, 1974, to August 16, 1977. The Respondent has stipulated to the facts relating to this claim.

Claimant was an employee of the Department of Corrections of the State of Illinois. On February 1, 1974, he was promoted from the position of sergeant to that of correctional lieutenant. He was placed at step 3 of the pay scale for lieutenants. He should have been placed at step 4 because on April 1, 1974, he was due for a regular annual "satisfactory performance increase" as a sergeant. It was and still is the customary practice followed by the Department of Corrections and all other agencies subject to the rules of the Department of Personnel to grant an annual satisfactory performance increase prior to promotion in the event that the promotion takes place no more than 90 days before the anniversary date of the promoted employee. Apparently, Claimant satisfied this requirement. Therefore, Claimant, in being promoted 60 days prior to receiving his annual satisfactory performance increase, should have been moved to a step 5 pay scale for sergeants prior to his promotion. This was not done. The proper adjustment was, in fact, not made by the Department of Corrections until August 16, 1977.

During the period of time from February 1, 1974, to August 16, 1977, Claimant was paid \$2,301.00 less than he should have been paid if he had been given the proper salary increases.

Claimant filed his complaint for the full back salary on May 18, 1979. The first issue raised by Respondent is

whether any or all of Claimant's claim is barred by the statute of limitation.

Section 22 of Illinois Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22), provides that "all claims arising out of a contract must be filed within five years after it first accrues." Each party concedes that the claim for wages earned prior to May 18, 1974, should be barred by this statute of limitations.

"Generally, where a person is employed under a general agreement which fixes no term of service, and continues in such employment for a long period of time, the hiring will be treated as a hiring by the year; and the statute of limitations will ordinarily bar a claim for all services rendered more than five years immediately preceding the commencement of the action, unless there is evidence to take the case out of the operation of the statute." (*In re Estate of Franke* (1970), 124 Ill. App. 2d 24, 259 N.E.2d 841, 845.) Since there is no evidence, nor has Claimant alleged any facts to remove the case from the operation of the applicable statute of limitations, the claim as to wages prior to May 18, 1974, is barred. The parties have stipulated that this sum is **\$164.50**.

Respondent also argues that the entire claim of Claimant should be barred under the provisions of Ill. Rev. Stat., ch. 127, par. 145. This section provides in part: "Amounts paid from appropriations for personal service of any officer or employee of the state, either temporary or regular, shall be considered as full payment for all services rendered between the date specified in the payroll or other voucher and no additional sum shall be paid to such officer or employee from any lump sum appropriation, appropriation for extra help or other purpose or any accumulated balances in specific appropriations, which payments would constitute in fact an additional payment for work already performed and for which remuneration had already been made, except that wage payments made pursuant to the application of the prevailing rate principle or based upon the effective date of a collective bargaining agreement between the state, or a state agency and an employee group, or payment of funds as an adjustment to wages paid employees or officers of

the state for the purpose of correcting a clerical or administrative error or oversight or pursuant to a back pay order issued by an appropriate state or federal administrative or judicial body or officer shall not be construed as an additional payment for work already performed.”

The departmental report of the Department of Corrections filed in this matter indicates that the failure to properly promote Claimant to the required wage scale was due to a clerical or administrative error or oversight. While the departmental report does not use such terminology in excusing the delay, the whole tenor of the report is that the wage increase should have been given but simply was not done so because of oversight. In fact, at one place in the report the director of the Department states that “some time went by before the employee became aware of the error.” There can be no doubt from reading the departmental report that administrative error or oversight caused Claimant’s not being paid the proper wages. The report of the departmental agency is to be considered prima facie evidence of the facts contained in the report (Rule 14 of the Rules of the Court of Claims).

The portion quoted above from paragraph 145 of chapter 127 specifically excludes “payment of funds as an adjustment to wages paid employees or officers of the State for the purpose of correcting a clerical or administrative error or oversight.” Therefore, this statute has no application to bar the portion of Claimant’s claim not already barred by the statute of limitations.

It is therefore ordered that the Claimant be and is hereby awarded the sum of two thousand two hundred thirty-six and 50/100 (\$2,236.50) dollars.

(No. 79-CC-1001—Claim dismissed.)

**RAVENSWOOD HOSPITAL AND MEDICAL CENTER, Claimant, v. THE
STATE OF ILLINOIS, Respondent.**

Opinion filed *October* 28, 1980.

HINSHAW, CULBERTSON, MOELMANN, HOBAN & FULLER, for Claimant.

TYRONE C. FAHNER, Attorney General (JAMES M. HOFERT, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—Court of Claims *does* not have *jurisdiction over determination of eligibility for public aid*. Claim for medical services rendered to person who was allegedly eligible for public aid during time public aid appropriations allegedly lapsed was denied, as public aid appropriations do not lapse and the Court of Claims is not responsible for determining whether public aid recipients are eligible for benefits, rather, the Claimant should have sought the appropriate administrative review through the Department of Public Aid.

ROE, C. J

This claim is before the Court on the motion of Respondent to dismiss, the objection thereto filed by Claimant, and Respondent's motion to strike said objection.

Claimant filed this claim seeking compensation for medical services rendered to Emerson Glaspie during the period between May 6, 1976, and May 12, 1978, for reason that Mr. Glaspie was allegedly eligible for public aid assistance during that time and payment of the benefits was denied because the appropriation therefore allegedly lapsed.

At the outset we find that Claimant's allegation as contained in the complaint that the appropriation for payment of the benefits had lapsed is incorrect. As the departmental report, which is *prima facie* evidence and which has not been rebutted, correctly sets out, the funds

for which the claim has been made do not lapse. See D.R. item 7, and Ill. Rev. Stat., ch. 127, par. 161.

Moreover, we find that Claimant has failed to exhaust its remedies as required by Section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.25). The Department of Public Aid has made a determination that Mr. Glaspie was ineligible for the assistance benefits. This Court does not review such decision. The Department of Public Aid is charged with the responsibility for determination of eligibility. See Ill. Rev. Stat. 1979, ch. 23, par. 11-8 *et seq.* Said statute also provides for judicial review of the department's determination pursuant to the procedural provisions of the Administrative Review Act. Thus Claimant did not exhaust its remedy by following through the statutorily prescribed procedures.

It is hereby ordered that this claim be, and the same is, hereby dismissed.

(No. 79-CC-1095—Claimant awarded \$345.00.)

EUGENE D. SCOTT, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed July 28, 1980.

EUGENE D. SCOTT, *pro se*, for Claimant.

PRISONERS AND INMATES—employees of correctional facility failed to protect inmate's property. An award was granted for the loss of an inmate's paintings which were stolen from an exhibit which was not properly protected by the employees of the facility in which the Claimant resided, as the bailment created by the Claimant's agreement to exhibit his paintings was not solely for his benefit and the State was therefore required to exercise ordinary care with respect to the paintings and failed to proceed with evidence to rebut the Claimant's prima facie case that the State was negligent.

ROE, C. J.

Claimant, an inmate of Joliet Correctional Center, Joliet, Illinois, has brought this action to recover the value of three pastel paintings. Claimant is a professional artist and the three paintings in question allegedly had market value of \$345.00.

The record establishes that in November 1978, the Department of Corrections arranged to exhibit in the Daley Center, Chicago, Illinois, art work of residents of various institutions of the Illinois Department of Corrections. Claimant was not interested in exhibiting his work, but at the request of Muriel Runyon, chief of volunteer services, Department of Corrections, and Bruce Burger, also of the Department of Corrections, he agreed to exhibit three pastel paintings. All work exhibited had to be offered for sale and Claimant placed a price of \$95.00, \$100.00, and \$150.00 on his three pieces, totalling \$345.00.

Some time between 5:00 p.m., November 6, and 8:30 a.m., November 8, 1978, Claimant's paintings were stolen from the Daley Center.

The Department Report filed by Respondent as Respondent's exhibit 1 states in part:

"Resident Scott was asked if he would like to display some of his art work. Mr. Scott set his own price for each piece. It was assumed at this institution, by the staff, that the state would be responsible * * *."

The three pieces were taken from the Daley Center sometime between 5:00 P.M. November 6 and 8:30 A.M. November 8, 1978. Resident was informed of loss and told that Muriel Runyon, Chief of Volunteer Services, Department of Corrections, would attempt to have loss compensated in Springfield. The loss was reported and is on file with the Daley Center Security Department. Muriel Runyon attempted to compensate the loss but was finally told that the Department of Corrections would not accept responsibility for the loss. This was told to the resident with the suggestion he pursue his loss through the Court of Claims. . . .

The total value of the art is \$345.00 * * *."

It appears in the record that Claimant did not want to exhibit his work in the State exhibit at the Daley Center, but did so only because the representatives of Respondent told him that the quality of his work would enhance the exhibit.

The bailment created was not thus for the sole benefit of the bailor, nor for the sole benefit of the bailee, but for the mutual benefit of both bailor and bailee.

Where the bailment is for mutual benefit, the bailee, in the absence of special contract, is held to the exercise of ordinary care with respect to the subject matter of the bailment. (*Ill. Law and Practice*, vol. 4A, *Bailments*, chapter 2, section 14, page 517).

However, as stated in *Illinois Law and Practice* (vol. 4A, *Bailments*, chapter 3, section 32, page 534), “it is generally the rule that proof of delivery of property in good condition and return by the bailee in a damaged state, or that it was lost or not returned at all, creates a presumption of negligence on the part of the bailee or makes a prima facie case and casts on the bailee the burden of showing that loss or damage occurred without his fault * * *.”

Since Respondent did not see fit to go forward with the evidence in an effort to show the circumstances of the theft and to rebut the presumption of its negligence by showing its exercise of appropriate care in protecting Claimant’s property, Claimant’s prima facie case remains unrebutted on the record.

It is hereby ordered that Claimant be and hereby is awarded the sum of **\$345.00** (three hundred forty-five dollars and no cents), the market value of the paintings.

(No. 80-CC-0005—Claim dismissed.)

**GEORGE H. SIMMONS, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order filed October 27, 1980.

GEORGE H. SIMMONS, *pro se*, for Claimant.

PRACTICE AND PROCEDURE—*labor grievance dismissed for failure to follow correct procedures.* The Claimant's labor grievance was dismissed by the Court of Claims as the parties entered into a settlement agreement which was null and void as the procedures used in arriving at the agreement were pursuant to the provisions of the collective bargaining agreement and those provisions were contrary to statutory procedures and therefore void and unenforceable.

POCH, J.

This matter coming to be heard upon the motion of Respondent to dismiss the claim herein, and it appearing to the Court that Claimant has received due notice of said motion, and the Court being fully advised in the premises finds:

- A. That the Claimant, George H. Simmons, an employee of the Stateville Correctional Center, was discharged on February 9, 1976.
- B. That Claimant filed a grievance action which was settled at Step 4A of the Grievance Procedure within Collective Bargaining Agreement RC-6.
- C. That said agreement, executed by the Department of Corrections, modified the original decision by same in regard to the disciplinary action to be taken in regard to the Claimant.
- D. That said agreement purported to award money damages to Claimant and against the State of Illinois.
- E. That the Civil Service Commission did not take part in the adjudication of this claim.

That pursuant to the above finding of facts, the court hereby adopts the following conclusions of law.

- A. That as a matter of law the settlement agreement in this case, constituting a reconsideration by the Department of Corrections of its initial decision to discharge the Claimant, was not authorized by statute and was therefore contrary to the appellate court's decision in *Burton v. The Illinois Civil Service Commission* (1978), 57 Ill. App. 3d 835, 373 N.E.2d 765.

- B. That as a matter of law the procedure set forth in Step 4A, section V, of Collective Bargaining Agreement RC-6, for the adjudication of grievances in regard to discharge proceedings, is contrary to Ill. Rev. Stat. 1977, ch. 127, pars. 63b 110-111, which states that the Civil Service Commission has exclusive jurisdiction to hear all appeals relating to employee discharges.
- C. That as a matter of law the settlement agreement, executed in accordance with step 4A, section V, of RC-6, by which damages were awarded against the State of Illinois is directly contrary to the procedural requirements of the Court of Claims Act, Ill. Rev. Stat. 1977, ch. 37, par. 439.1 *et seq.*
- D. That as a matter of law Collective Bargaining Agreement RC-6, Section V, in so far as it provides a procedure for the adjudication of grievance disputes which is contrary to statutory procedures, is void and unenforceable pursuant to *Selby v. Health & Hospital Governing Commission of Cook County* (1974), 22 Ill. App. 3d 632, 317 N.E.2d 642.
- E. That as a matter of law the failure by all parties in this case, to follow procedures enjoined upon them by the legislature, for the adjudication of employment disputes, renders the settlement agreement unenforceable pursuant to *Chicago Rys. Co. v. Commerce Commission* (1929), 336 Ill. 51, 167 N.E. 846.

That pursuant to the above findings of fact and law, it is hereby ordered, that the Respondent's motion be, and the same is, hereby granted and the claim herein be and is hereby dismissed.

(No. 80-CC-0116—Claim denied.)

FRANK J. DUNGLEMAN, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed October 6, 1980.

FRANK J. DUNGLEMAN, pro se, for Claimant.

PRISONERS AND INMATES—prisoner's claim for lost watch denied. The inmate's claim for the loss of his watch was denied as the evidence failed to establish that the institution's agents violated any duty when they failed to place the cell in which the watch was left on "deadlock" at the request of the inmate.

ROE, C. J.

This claim was filed by a prisoner at Pontiac Correctional Center for the value of a watch which disappeared from his cell. Claimant had requested the officer in charge to put his cell on "deadlock" while he was performing his ordinary duties in the yard. The only evidence which tended to show that the cell was in fact placed on deadlock was the hearsay upon hearsay testimony of Claimant's witness, the officer to whom the incident was reported: "The resident asked the officer * * * and he said he did place the cell on deadlock." Upon returning to his cell, Claimant discovered that it was off deadlock and immediately reported it to an officer who confirmed that it was off deadlock. The watch was missing at this time. A shakedown was then conducted but the watch was not found. It should be noted that a cell on deadlock cannot be opened except by key and will remain closed when other cells may be opened all at once.

If the State has a duty to safeguard the property of inmates or if the State at least has a duty to deadlock a prisoner's cell upon request, Claimant attempted to have this done by following proper procedures. This appears to be an issue of first impression in this Court. We are reluctant to interfere with what may fall within the realm of discretionary duties of prison administration. Neither party has cited any cases or made arguments on the point.

While we make no holding as to what the duty of the State is under circumstances as are involved here we do find that, assuming arguendo that the State had some duty, Claimant has failed to convince us that a breach of some duty proximately caused the loss complained of. It is entirely possible to infer from the sparse evidence that

Claimant's cellmate requested that the cell be taken off deadlock, assuming it was so locked in the first place. It is also possible that another prisoner was able to steal the watch by reaching through the bars. A number of other explanations for its disappearance can be imagined.

Based on the evidence before us we feel that this claim should be, and hereby is, denied.

(No. 80-CC-0157—Claimant awarded \$1,100.00.)

**DEBORAH L. ONLEY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed February 17, 1981.

BRUCE D. WELLMAN, for Claimant.

NEGLIGENCE—award granted based on stipulation of parties. The stipulation of the parties as to the facts and circumstances surrounding Claimant's injuries suffered as a result of a defective swing was fair and reasonable and the agreed award would be granted based upon the stipulation.

POCH, J.

This case comes before the court upon the joint stipulation of the parties, by which the Respondent and the Claimant agree to the entry of an award in the amount of \$1,100.00 for injuries suffered by Claimant on July 8, 1979, at Lowden Memorial State Park as a result of a defective swing.

The court finds that there are no disputed questions of fact or law, and that there is no controversy as to the fairness and reasonableness of the agreed award.

While the court is not bound by the joint stipulation of the parties in its determination, it has no inclination to

interpose a controversy where none appears to exist and where the parties have made a joint stipulation fairly and with full knowledge of the elements contained therein.

The court hereby awards to the Claimant the sum of \$1,100.00 (eleven hundred dollars and no cents).

(No. 80-CC-0171—Claimant awarded \$6,000.00.)

FAY C. CHILDRESS, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed May 29, 1981.

PETER J. STUDL, for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*award granted on basis of stipulation of parties—fall.* The stipulation of the parties as to the facts and circumstances surrounding Claimant's injuries sustained when she fell while using a handicapped handrail at a State building was fair and reasonable and an award of the agreed damages would be entered.

PER CURIAM.

Claimant was injured when a handicapped handrail at the State of Illinois Building collapsed while she was using it for support. The incident occurred on January 26, 1979, and Claimant filed her complaint on August 3, 1979.

The parties have filed a joint stipulation with the court wherein the Respondent has admitted that its negligence was the cause of Claimant's injuries.

Although the complaint requested \$100,000.00 in damages, the parties have recommended that an award be entered in Claimant's favor for \$6,000.00

It is the exclusive province of this court to determine the validity of claims against the State of Illinois. However, where the State admits that it was negligent and that negligence was the cause of a Claimant's injuries, the question of liability is no longer in issue. Such is the case herein.

Regarding the question of damages in such a situation, this court will not set aside the recommendation of the parties where the amount of damages has been agreed to with full authority. In this case, we concur with the parties' recommendation.

It is hereby ordered that an award of \$6,000.00 (six thousand dollars and no cents) be entered in favor of Fay C. Childress, in full and complete satisfaction of any and all claims arising out of the cause of action involved herein.

(No. 80-CC-0195—Claimant awarded \$9,695.67.)

FITCH/LARocca ASSOCIATES, INC., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed August 28, 1980.

BRENT L. AMATO, for Claimant.

TYRONE C. FAHNER, Attorney General (CARL J. KLEIN, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—award granted. An award was granted in the amount due for work under contract which would have been otherwise paid in the regular course of business had the claim been presented in appropriate

time, as the sole reason the claim was not previously paid was due to the lapse of the appropriation.

PER CURIAM.

This claim coming on to be heard on the joint stipulation of the parties hereto, and the Court being fully advised in the premises;

This court finds that this claim is for an Assignment of Contract from the Illinois Building Authority, accepted on **9-22-72** by John Moore, Acting Executive Director of the Capital Development Board. An investigation of this claim by the Capital Development Board determined that money was appropriated for this expenditure by appropriation No. **141-9239-600-4373 FY 74**, Kankakee Community College, and that a total of **\$60,043.46** was remaining in this appropriation at the time of the lapsing of said appropriation. The amount due of **\$9,695.67** would have been paid in the regular course of business had the claim been presented to the proper office at the appropriation time. The sole reason said claim was not previously paid is due to the lapse of the appropriation for the period during which the debt was incurred, the same having been confirmed by the written report of the Capital Development Board of June **3, 1980**. (A copy of said report being attached to the joint stipulation of the parties.)

It is hereby ordered that the sum of **\$9,695.67** (nine thousand six hundred ninety-five dollars and sixty-seven cents) be and is hereby awarded to Claimant, Fitch/Larocca Associates, Inc., in full satisfaction of any and all claims presented to the State of Illinois under the above-captioned cause.

(No. 80-CC-0196—Claimant awarded \$1,803.03.)

FITCH/LARocca ASSOCIATES, INC., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Order filed October 16, 1980.

BURDITT AND CALKINS, for Claimant.

CONTRACTS—award granted over claim that statute of limitations had run. The Respondent's contention that the two-year statute of limitations was applicable to bar payment of the claim was without merit, as the claim arose out of a contract and prosecution of such a claim could commence within five years of the time it first accrues.

HOLDERMAN, J.

This matter comes before the Court upon Respondent's motion to dismiss and Claimant's objection to said motion.

Respondent's motion sets forth that the voucher upon which this claim is based was issued on September 16, 1975, over three years prior to the filing of the complaint, and that, therefore, the two-year statute of limitations had run and this cause should be dismissed.

Claimant's objections to said motion sets forth that this claim originated out of a contract and therefore the applicable statute of limitations is five years, as set forth in section 22(a) of the Court of Claims Act, and not section 22(f). (Ill. Rev. Stat. 1977, ch. 37, par. 439.22.) Claimant also cites 25 Ill. Ct. Cl. 109, which states that "every claim arising out of a contract shall be forever barred from prosecution therein unless filed within five years after it first accrues."

It is hereby ordered:

That Respondent's motion to dismiss be, and the same is, denied, and Claimant is awarded the sum of \$1,803.03.

(No. 80-CC-0232—Claimant awarded \$2,352.60.)

RONALD ALDRICH, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed August 13, 1980.

CLAUDON, LLOYD AND BARNHART, LTD., for Claimant.

PRACTICE AND PROCEDURE—award granted on stipulation. Joint stipulation of the parties served as basis of award of claim.

PER CURIAM.

This cause coming to be heard on the joint stipulation of the Claimant and the Respondent and the Court being fully advised in the premises;

It is hereby ordered that the joint stipulation of the Claimant and the Respondent be and the same is hereby granted and the claim herein is awarded in the amount of \$2,352.60 (two thousand three hundred fifty-two and 60/100 dollars).

(No. 80-CC-0474—Claimant awarded \$135.44.)

BARRY THIERSCH and GLOBE GLASS AND TRIM COMPANY,
Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 27, 1981.

BARRY THIERSCH and GLOBE GLASS AND TRIM COMPANY, *pro se*, for Claimants.

PRACTICE AND PROCEDURE—award granted on basis of stipulation—broken windshield. The stipulation of the parties as to the facts and circumstances surrounding an incident in which a rock thrown from a lawnmower operator by a State employee broke the windshield of the Claimant's automobile was fair and reasonable and an award would be granted based on the agreed damages.

POCH, J.

The record in this cause indicated that this claim was filed against the Illinois Environmental Protection Agency and that this claim was filed for reimbursement for a windshield which was damaged when a rock was thrown into the air by a lawn mower being operated by an employee of the Illinois Environmental Protection Agency. The Claimant's automobile was properly parked in a lot restricted to employees, and had the proper parking sticker showing. The Attorney General has submitted a stipulation by Respondent based on the information forwarded to his office by said department, as evidence by the departmental report attached to the stipulation by Respondent. Accordingly, this Court finds that the cost of replacing this windshield was usual and customary in the area where it was damaged. No part of this claim has been paid and total outstanding is **\$135.44**.

It is hereby ordered that the Claimants, Barry Thiersch and Globe Glass and Trim Company, be awarded, in full accord and satisfaction of any and all claims presented to the State of Illinois under the above captioned cause the sum of **\$135.44** (one hundred thirty-five and 44/100 dollars).

(No. 80-CC-0841—Claimant awarded \$3,963.12.)

SPRINGFIELD VAN AND STORAGE COMPANY, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Order filed April 30, 1980.

Order on motion to vacate and amend filed July 16, 1980.

FRED GAIN, for Claimant.

CONTRACTS—award granted for contractual moving services. The Claimant was granted an award for the amount of money due for services involving office moving, as the services performed were the result of delays caused by Respondent's failure to have the new facilities prepared for the move.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss and Claimant's objections to said motion.

Respondent's motion to dismiss is based on the premise that Claimant's claim exceeded the limitation of the contract amount. The contract had a **\$20,000.00** limitation figure. Prior to **June 1, 1979**, the limitation had not been exceeded and there was approximately **\$1,921.92** remaining unspent out of the total contract amount.

During the month of June, five separate and distinct moves were made by Claimant on behalf of Respondent in the total amount of **\$786.65**. As of **June 27, 1979**, a balance remained on the contract amount of **\$1,135.27**.

On **June 28, 1979**, Claimant was requested to move some furniture over a weekend for the Department of Public Aid, a move which if it had occurred as stated, would have involved less than **\$1,000.00** and been within the limitations of the contract and the appropriations (on which **\$1,135.27** remained). Claimant loaded the moving trucks and it was then determined that the carpet was not finished, elevators which Claimant had been informed would be available were not available, and considerable overtime was involved, which raised costs from **\$1,000.00** to **\$3,045.96**.

The record discloses that the delay was caused not by Claimant but by the Respondent and that had Claimant not provided the services it did provide, service would have been disrupted.

The Court finds that the amount remaining unpaid on the contract amount is \$1,135.27.

It is hereby ordered:

That an award in the amount of **\$1,135.27** be entered in favor of Claimant.

ORDER ON MOTION TO VACATE AND AMEND

HOLDERMAN, J.

This matter comes before the Court upon stipulation to vacate order heretofore entered and entry of an amended order, a copy of which stipulation is attached to this order.

An order was entered by this Court on April 30, 1980, ~~granting~~ an award to Claimant in ~~the~~ amount of \$1,135.27. Respondent's stipulation states that said order should be vacated and that the correct amount due Claimant is **\$3,963.12**.

It is hereby ordered:

Motion to vacate order previously filed by Claimant is granted and a new award is hereby entered in favor of Claimant in the amount of **\$3,963.12**.

(No. 80-CC-0877—Claimant awarded \$6,155.02.)

STANKO PACKING COMPANY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed May 6, 1981.

VAN STEENBERG, BROWER, CHALOUPKA, MULLIN &
HOLYOKE (STEVEN C. SMITH, of counsel), for Claimant.

CONTRACTS—*claim* granted on *basis* of stipulation—spoiled meat. The claim arising from spoilage of meat delivered under contract to a correctional institution was resolved by stipulation of the parties as to the amount of meat lost due to spoilage and therefore deducted from the contract price, and an appropriate award was entered for the amount due with the additional order that Claimant be allowed to pursue remedies against third parties.

POCH, J.

On the sixth day of May, 1981, this matter came on for the Court's consideration upon the stipulation of the parties. The Court after having considered the stipulation and the files in this case and being duly advised in the premises finds as follows:

1. The Court has jurisdiction of the parties and the subject of this action.

2. The Respondent ordered by Purchase Order No. 307165 six thousand (6,000) pounds of Frozen Beef Spencer Rolls (hereinafter, Spencer Rolls) from the Claimant on or about February 5, 1979. Pursuant to the order, the Claimant shipped on February 21, 1979, six thousand twenty-five and a half (6,025½) pounds of Spencer Rolls to the Pontiac Correctional Center where they were received on February 22, 1979. The contract price was \$2.677 per pound. The total contract price was \$16,130.26.

3. Of the six thousand twenty-five and a half (6,025½) pounds of Spencer Rolls received at the Pontiac Correctional Center, the Respondent, due to spoilage and trimming of the product, was only able to use:

1,107 lbs. okay as received at \$2.677	\$2,963.44
2,533 lbs. converted to ground beef at \$1.26	3,191.58
2,385 lbs. trimmings (not used)	-0-
Total	<hr/> \$6,155.02

4. That at all times relevant to the order and delivery of the Spencer Rolls, both parties to these proceedings acted in good faith and pursuant to their respective understandings of applicable laws and regulations pertaining to the contract and contract specifications. The entry of this order shall in no way prejudice the Claimant's right to pursue any remedies against third parties who may be liable in this matter.

It is therefore ordered, adjudged and decreed that the Claimant's claim herein should be and hereby is allowed in the amount of **\$6,155.02** (six thousand one hundred fifty-five dollars and two cents) and that each party to these proceedings shall bear its own costs.

It is so ordered.

(No. 80-CC-0890—Complaint dismissed.)

JOHN SARANTOPOULOS, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed October 22, 1980.

NORMAN H. SMALL, for Claimant.

NEGLIGENCE—*negligence claim dismissed due to failure to give proper notice of intent to sue.* Complaint based on personal injuries was dismissed by the Court of Claims as the Claimant failed to comply with section 22—2 of the Court of Claims Act which requires that notice be served on the office of the Attorney General within 6 months of the accident or the claim shall be barred.

HOLDERMAN, J.

Claimant filed a claim seeking recovery for personal injuries arising out of an incident occurring February 7, 1978. A notice of intent to file a claim was prepared

addressed to the Attorney General and to the Clerk of the Court of Claims. The Court of Claims Act provides that the notice be filed in the office of the Attorney General and in the office of the Clerk of the Court of Claims. The filing in the Court of Claims office was on July 3, 1978; no filing was ever made in the office of the Attorney General.

On January 17, 1980, Respondent moved to dismiss on the grounds that notice of intent to sue was not served in the office of the Attorney General within 6 months of the accident and that the Attorney General was not aware of the claim until December 1979. Section 22—1 of the Court of Claims Act (Ill. Rev. Stat. 1977, ch. 37, par. 439.22—1) requires notice to be served in the office of the Attorney General within 6 months and if not so filed, section 22—2 requires dismissal of the action “and the person to whom any such cause of action accrued for any personal injury shall be forever barred from further action in the Court of Claims * * *.”

On March 11, 1980, this Court dismissed the complaint for defective service causing the Court to lose jurisdiction.

On April 15, 1980, Claimant moved to dismiss the previous order of dismissal. This was 35 days after the order of dismissal had been entered by the Court.

The motion cited, *Williams v. Medical Center Commission*, 60 Ill. 2d 389, 328 N.E.2d 1, which was to the effect that a suit filed in the Circuit Court satisfies any statutory requirements for notice to the State.

The Circuit Court suit in the present instance, was filed January 22, 1980, in the Circuit Court of Cook County against one Jules Williams, case no. 80-L-1740. Jules Williams was a State employee at the time of the accident.

On July 21, 1980, our previous order of dismissal was vacated based on *Williams v. Medical Center Commission, supra*, cited by Claimant. The cause also was ordered to be heard by a Commissioner.

On August 21, 1980, Claimant responded to Respondent's motion to vacate the July 21, 1980 order. The motion was filed under section 72 of the Civil Practice Act (Ill. Rev. Stat. 1977, ch. 110, par. 72). In his motion Claimant requested that the Court permit the prior order of reinstatement to stand.

On September 4, 1980, Respondent moved to strike the Claimant's petition under section 72 for relief as prayed for in its April 15, 1980, petition. (The April 15, 1980, petition had requested that we vacate our original order of dismissal.)

The ground listed in the State's motion was that section 72 was not complied with. Section 72 requires that the petition include the following:

1. A meritorious defense or claim.
2. Due diligence in presenting the defense or claim in the original action.
3. Through no fault of his own an error of fact was made or defense or claim was not raised; and
4. Due diligence in filing section 72 petition.,

Motion to vacate final orders filed after **30** days of entry of the final order must comply with section 72, notwithstanding that section 50 of Civil Practice Act (Ill. Rev. Stat. 1977, ch. 110, par. 50), permits the Court to act after **30** days, if the petition to do so is addressed to the discretion of the Court in the exercise of equitable powers. See I.L.P. 23, ch. 9, sec. **193** (405) and sec. 199 (420). See also *International Znd. Leasing Ltd. v. Coleman & Co.*, 66 Ill. App. 3d 884.

Failure to allege, in a section 72 petition, facts sufficient to entitle petitioner to relief is fatal to that petition.

In the *Williams v. Medical Center Commission*, *supra*, case, the suit in the Circuit Court was against an “arm of the State”. There the Complaint was filed March 24, 1973 based on an injury that occurred on December 16, 1972. There the defendant, as an “arm of the State” had notice from the beginning that the plaintiff was trying to enforce a claim against it. In our case here, the reason for the Statute of Limitations fails. In our case, no prior suit was filed in the beginning against an “arm of the State”. This *Williams* case is not controlling.

We now conclude that section 22—2 of the Court of Claims Act is controlling and that the petition under section 72 of the Civil Practice Act was insufficient to warrant relief from the order of dismissal.

A meritorious defense was not stated; Claimant’s error in not giving proper notice was not shown excusable; and due diligence in filing under section 72 was not demonstrated. Section 72 requires that the petition allege facts sufficient to entitle him to relief and failure to do so is fatal.

Motion to dismiss complaint for defective notice under 22—2 is hereby granted. All prior orders superseded by this order.

(No. 80-CC-0947—Claim denied.)

MARZELL AARON SPURLACK, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed May 13, 1981.

MARZELL AARON SPURLACK, *pro se*, for Claimant.

PRISONERS AND INMATES—*claim for back injuries when bed broke denied.*
The State of Illinois is not an insurer of the safety of all inmates of correctional institutions and the Claimant failed to establish that the back injury he sustained when the chain supporting his bed broke was due to negligence on the part of the State, and therefore the claim was denied.

ROE, C. J.

Claimant seeks an award from Respondent in the sum of **\$5,000.00** due to a back injury allegedly sustained by the Claimant when the chain supporting his bed at Menard Correctional Center broke and he was injured. Claimant alleges that the injury took place during the early morning hours of June 1, 1979.

Claimant stated that he was well aware of the appearance of the chain that supported his bed in his cell at Menard Correctional Center. Claimant testified that prior to the incident in question, he did not notice anything unusual about the chain "at all." Claimant testifies that if he had noticed any deficiency with respect to the chain supporting his bed, he would have reported it and had it repaired. Claimant further testified that he had as much opportunity to examine the chain as anyone, since he was a resident in the cell where the chain was located. Claimant testified there was nothing structurally about the appearance of the chain which would have given any advance notice that it was liable to break. Claimant charges Respondent with the duty to periodically check the chains and bunks to make sure that the chains are not liable to break; yet, Claimant is on the horns of a dilemma because Claimant testified under oath that there was no obvious deterioration of the chain or the bunk that could have been discovered even if checks had been made by Respondent.

The Respondent is not an insurer of the safety of all persons subject to its jurisdiction in the Department of Corrections. Although Claimant appears to be free of all

contributory negligence with respect to the injury he sustained, there has been no negligence shown on the part of Respondent with respect to the unfortunate incident which resulted in Claimant's injury.

It is therefore ordered that Claimant's claim be, and hereby is, denied.

(No. 80-CC-0948—Claimant granted summary judgment.)

BARBARA A. WEINER and WEINER & EGLIT, LTD., Claimants, v.
THE STATE OF ILLINOIS, Respondent.

Opinion filed December 15, 1980.

WEINER AND EGLIT, LTD. (BARBARA A. WEINER, of counsel), for Claimants.

TYRONE C. FAHNER, Attorney General, for Respondent.

CONTRACTS—*summary judgment granted on claim by attorney for work as court-appointed counsel. The claim by the attorney appointed by the circuit court to represent certain disabled persons was found to be worthy of summary judgment in favor of the Claimant.*

ROE, C. J.

This cause comes on to be heard on the motion by Claimants for summary judgment which was filed July 17, 1980. The Respondent has not objected.

As alleged in Claimants' motion we find that the facts are not in dispute. Pursuant to Ill. Rev. Stat. 1979, ch. 110½, par. 11a—106 Judge Walter Dahl, Presiding Judge of the Circuit Court of Cook County, Probate Division, appointed Claimants to act as guardians ad litem and counsel for 29 persons for whom petitions declaring

them disabled were pending. This took place in January, 1979. Claimant Weiner accepted the appointment and performed the required services. After completion of the appointed duties, the Court, having determined that the 29 persons each were indigent and unable to pay for the services rendered, entered an order directing that the State pay to Ms. Weiner a fee of \$60.00 for her work with respect to each individual or a total of \$1,740.00. Ms. Weiner has sought payment from the Probate Court, from the Mental Health Advocacy and State Guardianship Commission and from the Illinois Department of Mental Health. Each of those agencies claimed that it did not have an appropriation from which to pay her. As a result Ms. Weiner brought this claim on behalf of herself and her law firm.

We also find that Claimants are entitled to judgment as a matter of law. In *so* doing we have not considered any of the arguments set forth by Claimants in their memorandum in support of their motion for summary judgment. At this point in time they are irrelevant in view of the fact that there was an appropriation made by the General Assembly to pay for the services rendered by Claimants. See *Hayes v. State*, Case No. 80-CC-1433, Opinion filed 12/15/80. Sufficient funds have lapsed from which payment can be made.

It is hereby ordered that the motion of Claimants for summary judgment be, and hereby is, granted.

(No. 80-CC-0971—Claimants awarded \$1,550.00.)

HOWARD BUXBAUM and THE CINCINNATI INSURANCE Co.,
Claimants, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed February 13, 1981

NORTH, OHLSON, LOGLI, BOYD & CONDON (SCOTT M.
BOYD, of counsel), for Claimants.

TYRONE C. FAHNER, Attorney General (RODNEY
CAVITT, Assistant Attorney General, of counsel), for
Respondent.

PRISONERS AND INMATES—claim for car damaged by escaped inmates granted. The State must be negligent in permitting the escape of inmates before it will be held liable for damages caused by the inmates, but where the State failed to object or present evidence in the matter of the Claimant's action for damage to an automobile which was totalled by certain inmates who escaped from a State institution, an award would be granted to the Claimant.

ROE, C. J.

This claim was brought pursuant to the Damages Caused by Escaped Inmates of State Controlled Institutions Act, Ill. Rev. Stat. 1979, ch. 23, par. 4041.

The evidence showed that on July 4, 1979, Ernest J. Wardlow and Donald Hanson, both inmates of the Winnebago Community Correctional Center, located at 305 South Court Street, Rockford, Illinois, escaped from the institution and stole Claimant Howard Buxbaum's automobile, totalling it in a collision.

The complaint does not allege negligence on the part of Respondent in permitting the escape nor did Claimants introduce any testimony thereon. We have traditionally held that the State must be negligent in permitting the escape before it will be held liable therefor. However, the Respondent did not object to the Complaint, called no witnesses at the hearing, and introduced no documentary evidence.

In *Finch v. State of Illinois*, 22 Ill. Ct. Cl. 376, this Court held that in such a situation the doctrine of *res ipsa loquitur* applies:

“The record is silent as to the patient, whether he had on previous occasions tried to escape, and whether he was a patient who should have been permitted to work in the fields without supervision. In fact we have nothing to govern ourselves as to whether or not the State was negligent in allowing this patient the freedom which he apparently had, so that the truck in question was stolen, and consequently damaged.

In the absence of such a showing, we think claimant was correct in his advancement of the doctrine of *res ipsa loquitur*, and that the burden would be upon respondent to make some showing as to this patient, i.e. whether or not he was one, who could be trusted in the manner in which he was in this particular case to work out in the field, or whether he should have been confined to the institution under close supervision. There being nothing in the record pertaining to this patient, other than the fact that the truck was stolen by him and damaged, we have no alternative but to find in favor of claimant.”

The Court made a similar holding in *Redenbaugh v. State of Illinois*, 22 Ill. Ct. Cl. 306:

“Since respondent did not offer any evidence in rebuttal that would show that reasonable efforts were made to prevent the escape of inmates, or any other facts or circumstances surrounding their escape, the Court must conclude that there were no facts and circumstances.”

It was established by the preponderance of the evidence that \$1,550.00 was the fair market value of Claimant’s car on the day it was totalled.

The death of Claimant was suggested in the record as required. Therefore it is hereby ordered that Becky Buxbaum, administrator, and The Cincinnati Insurance Company be awarded \$1,550.00.

(No. 80-CC-1024—Claim dismissed.)

JOSEPH WEAVER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed March 6, 1981.

JONES AND HUSZAGH, for Claimant.

PRACTICE AND PROCEDURE—complaint dismissed for failure to give timely notice. The Claimant's claim was dismissed for failure to give timely notice, notwithstanding the contention that Claimant was under legal disability and that the notice given was therefore timely, as alleged disability was not the subject of a court order finding Claimant incompetent.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss the claim heretofore filed.

Respondent's motion states that notice was not filed within six months of the alleged date of injury, as required by section 22—1 of the Court of Claims Act, Ill. Rev. Stat., ch. 37, par. 439.22—1.

The complaint alleges that the injury occurred on the 7th and 8th day of July, 1977, and that on March 16, 1979, Claimant filed a notice of personal injury, as required by the above statute.

Claimant, in answer to Respondent's motion to dismiss, states that he was under a commitment order of the Circuit Court of Cook County and therefore was not required to give the notice under the disability section of the statute above set forth.

Respondent calls attention to the fact that Claimant attempted to verify his own complaint which, in the opinion of Respondent, would be contrary to the disability statute. Respondent further takes the position that if Claimant is under legal disability, then his complaint should have been filed by his conservator.

It is the Court's opinion that the disability referred

to, which would relieve the Claimant of giving notice as required by section 22—1 of the Court of Claims Act, Ill. Rev. Stat., ch. 37, par. 439.22—1, is a legal disability when a Claimant has been found incompetent by a Court order.

It is hereby ordered:

That Respondent's motion to dismiss be, and the same is, granted and this cause is dismissed.

(No. 80-CC-1036—Claimant awarded \$387.81.)

**HOWARD JOHNSON, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed June 15, 1981.

HOWARD JOHNSON, pro se, for Claimant.

PRISONERS AND INMATES—claim for damages caused by escaped inmates granted. The State was found negligent in failing to provide a sufficient number of security personnel at the recreation yard of the correctional institution to properly supervise the inmates and therefore the Claimant was awarded damages for the loss he suffered when the escaped inmates drove a vehicle through Claimant's gate and fences to avoid a roadblock.

ROE, C. J.

This claim arises under Ill. Rev. Stat. 1979, ch. 23, par. 4041, an act concerning damages caused by escaped inmates of institutions over which the State has control. The record indicates that on September 29, 1979, an inmate of the Vandalia Correctional Center escaped and went on a crime spree. After being apprehended about an hour and one half after the escape he was charged with commission of six felonies, including aggravated kidnapping, escape, unlawful restraint, criminal damage

to property and two counts each of burglary and theft over \$150.00.

The incident involving the charge of criminal damage to property gave rise to the claim at bar. While driving a stolen car, the inmate went around a police barricade and left the road at Claimant's farm. In so doing he drove through an aluminum gate, six or eight fences, a hog lot, and a hedge row, and finally surrendered.

Claimant seeks compensation for the damages caused to his fence only. His bill of particulars includes a receipt for \$202.81 for materials. He is also claiming \$185.00 for the labor involved in the repairs. Although he has not documented the costs of labor with any receipts, the Court finds that \$185.00 is a reasonable charge.

We have consistently held that the State is not strictly liable in a cause of action such as the instant one. *American States, Inc., et al. v. State*, 23 Ill. Ct. Cl. 47. Similarly, the State is not an insurer of actions involving escaped inmates. *Voll v. State*, 77-CC-1515 and 1516. In order for Claimant to recover, it must be shown that the State was negligent. *Paulus v. State*, 24 Ill. Ct. Cl. 215.

The departmental report issued by the Illinois Department of Corrections, which according to Rule 14 of the Rules of the Court of Claims is *prima facie* evidence of the facts set forth therein, establishes that at the time the damage occurred, the authorities were in hot pursuit of the recently escaped resident. While this was laudatory we do not think it relevant to the issues here. It need only be shown that the State was negligent in allowing the escape. On this issue the evidence shows that an internal investigation of the circumstances surrounding the escape revealed that: (1) the posted instructions as prescribed and revised in August of 1979 were not followed by Security Personnel even though they were accessible to

all, and (2) there was an insufficient number of Security Personnel available and/or present at the recreation yard to properly supervise residents entering the recreation area at the time of the escape.

We hold that under these circumstances the State has been shown to have been negligent in allowing the escape. It is hereby ordered that Claimant be, and hereby is, awarded the sum of **\$387.81** (three hundred eighty seven and **81/100** dollars) in full satisfaction of any and all claims arising out of this cause of action.

(Nos. 80-CC-1112, 80-CC-1160 cons.—Claimants awarded \$1,711.29.)

**MARK W. EDWARDS and JEFFREY D. COTTENGAIM, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Opinion filed December 9, 1980

**MARK W. EDWARDS and JEFFREY D. COTTENGAIM, pro
se, for Claimants.**

**TYRONE C. FAHNER, Attorney General (SUE MUELLER,
Assistant Attorney General, of counsel), for Respondent.**

BAILMENT—*factors considered in determining whether bailment was established.* Bailment is the rightful possession of goods by one who is not an owner and the characteristics common to every bailment are the intent to create a bailment, delivery of possession and the acceptance of the bailed items by the bailee, and the facts surrounding the transaction in question must be analyzed in determining the existence of an implied-in-fact bailment.

SAME—*implied-in-fact bailment established by evidence.* The circumstances of the case established that the Claimants' tools were the subject of an implied-in-fact bailment when the Claimants' were required to supply their own tools as part of their jobs as mechanics for the State, and they were also in the position of not being able to transport the tools to and from their place of employment each day.

NEGLIGENCE—*State was responsible for loss of State employees' tools in burglary.* The State was responsible for the loss of mechanics tools belonging to its employees, as the tools were supplied by the employees as part of their

jobs and were stolen in a second burglary of the work premises; thereby establishing that the State should have taken precautions to prevent their loss.

ROE, C. J.

These two claims involve substantially similar facts and issues of law and were consolidated by order of a commissioner of the Court to facilitate presentation of the cases at hearing. The facts involved are as follows.

Claimant Mark Edwards is employed as an automotive mechanic with the Department of Administrative Services, State of Illinois. Claimant Jeffrey Cottengaim is employed as a mechanic's helper by the same department. Both Claimants are, and at all times relevant in this case were, assigned to a maintenance site located at **640 Lincoln Avenue** in Springfield, Illinois, at their respective positions and were charged with the responsibility of repairing State-owned equipment. The site is jointly occupied by the Department of Transportation and Administrative Services. The area occupied by Administrative Services was secured by electronic bay doors, but the section occupied by the Department of Transportation was not kept locked.

The premises were subjected to burglaries on April **2, 1977**, and again on November **3, 1979**, the latter giving rise to the claim at bar. Identical methods were used in the commission of both burglaries. Unknown parties apparently gained access by climbing over a chain link fence, entering through the Department of Transportation side of the building, and then proceeding through to the Administrative Services section. Neither time was there any sign of forced entry. Next, they loaded parts and tools into State trucks, opened the bay doors, and drove off with the stolen items.

After the first burglary the Claimants had repeatedly requested from their superiors additional security. A

request was even made for materials with which Claimants could construct security devices on their own. However, no additional security measures were taken between April 2, 1977, and November 3, 1979.

The testimony further showed that as a condition of employment each of the Claimants was required to furnish his own tools. Claimant Edwards testified that he had a large tiered tool box which weighed in excess of 400 pounds and that it would not fit into an automobile. The same was true of Mr Cottengaim, although his was somewhat smaller. Each had always left his tools on the premises because of the difficulty of moving the same and also because they were subject to emergency call for repairs on State road maintenance vehicles, especially during times of snow removal.

Claimants are seeking compensation for the loss of their tools occasioned by the burglary. In support of their allegation as to the value of the items stolen they submitted invoices which were attached to their complaints which showed the variety and costs of the items. They further stated that the tool suppliers with whom they deal allow them to maintain a revolving inventory of tools for which they pay continually.

The issue presented for determination by the Court is whether or not the facts stated above constitute a bailment or, alternatively, whether or not, or under what circumstances, the employer has a duty to safeguard the property of an employee and the facts presented show negligence and breach of that duty on the part of the State.

There is a paucity of recent case law on this subject from the Court of Claims. Early cases tended to go both ways on the issue. However, they were decided under a prior Court of Claims Act whereby the Court had

jurisdiction or power to make awards which should be made “in equity and good conscience.” The seeming inconsistencies among them can be explained by the equities of the particular circumstances. They are clearly no longer relevant.

Two cases decided under a later Act (since superseded) whereby the Court still had equitable jurisdiction, although it did not enter into the decision were *Pacha v. State* (1958), 22 Ill. Ct. C1.741 and *Klimek v. State* (1952), 21 Ill. Ct. C1.145. In *Pacha* an employee of the State lost personal property which was being transported by an airplane belonging to the Illinois National Guard. The plane crashed and the property burned. The case was dismissed without a factual hearing on three grounds. First, the statute of limitations had expired. That has not happened in the case at bar. Second, the pleadings were improper in form and substance. The Respondent has not objected to the pleadings in the instant case. Third, the Court stated:

“In prior decisions, this Court has held that the State is not an insurer of the property of its employees. In event an employee elects to use personal property in his employment, he assumes the risk of its loss. (Citing *Klimek*, supra.)”

In the case at bar Claimants are not seeking to hold the State liable as an insurer but have charged the State with negligent conduct. Their situation is also distinguishable in that the property lost was not personal effects but tools which were used by them in the performance of their job and which the State required them to provide on their own. Furthermore, the claim was denied in the *Klimek* case on the basis that the Claimant failed to prove the State negligent.

There is a similar lack of case law from the judicial courts in Illinois. Only one case presenting a similar factual situation could be found: *Berglund v. Roosevelt*

University (1974), 18Ill. App. 3d 842,310 N.E.2d 773. In that case the plaintiff was a full-time student at Roosevelt University and also served as a photographer and editor of the school newspaper. Whether the plaintiff was in actuality a student or employee of the university was not deemed relevant by the Court in its determination of the existence of a bailment relationship. The school provided the plaintiff with an office and photo dark room in a university building. Plaintiff did not request permission to do so but, like his predecessor stored his own camera equipment which was used by him in his capacity as photographer for the paper on the premises. It was stolen and plaintiff brought an action on two separate legal theories, breach of an implied bailment contract and negligence. The Court found, as we do here, that the negligence theory is essentially bottomed upon a bailment relationship and dealt with the case as a bailment action.

The Court stated that under proper circumstances, a bailment relationship can be established between an employee and employer. It further set forth basic factors to be considered:

“Bailment is defined as the rightful possession of goods by one who is not an owner. The characteristics common to every bailment are the intent to create a bailment, delivery of possession of the bailed items, and the acceptance of the bailed items by the bailee. (citation omitted) In determining the existence of an implied-in-fact bailment, one must analyze the facts surrounding the transaction, such as the benefits to be received by the parties, their intention of the kind of property involved, and the opportunity of each to exercise control over the property. (citation omitted) Supra, 310 N.E.2d 773, at 775, 776.”

The Court in *Berglund* held against the plaintiff because the plaintiff failed to prove knowledge on the part of the defendant of the storage of the items stolen. Knowledge was said to be essential to prove proper delivery and acceptance. Physical control over the property allegedly bailed and an intention to exercise that control are needed to show that one is in possession of the bailed item. The case does stand for the proposition

that under proper circumstances a bailment relationship can exist however, and we find that the proper circumstances exist and were proven in the case at bar.

All of the basic elements of an implied-in-fact bailment were established. The property was stored on State property in a State building. The State had knowledge of the fact that it was in possession of the property because of the fact that it required these employees to use their own tools. By requiring Claimants to provide their own tools the State would have knowledge of their lack of mobility because of the nature and number of tools required. Furthermore Claimants made known to the State the circumstances when they requested materials to construct their own security devices. A routine investigation of the first burglary should also have made the State aware.

We also find that the tools being located on the premises was a matter of mutual benefit to both parties. The Claimants received the benefits of employment. The State received the benefit of having an efficient maintenance shop during emergency repairs. The State also would not have to expend money to provide these tools for the maintenance shop since, by the testimony, it would have been virtually impossible for the employees to transport the tools to and from their place of employment on a day to day basis.

As we have said in numerous bailment cases involving property of State prisoners and inmates, the loss of bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. The effect of this rule is not to shift the ultimate burden of proof, but simply to shift the burden of proceeding or going forward with the evidence. The State did not put forth any evidence. The

standard of due care which a bailee must exercise in a mutually beneficial relationship is ordinary care or that which persons of ordinary prudence customarily take of their own goods under similar circumstances. The un-rebutted testimony of the Claimants clearly demonstrated that the State did not meet this standard. The State did nothing to restrict access to Claimants' working area after hours even after it was victimized by a prior burglary. It did not even provide materials to allow the Claimants to construct their own security precautions. Persons of ordinary prudence certainly would have done something, especially considering the value of the items at risk.

We find that the facts of this case constitute an implied-in-fact bailment and that the State did not exercise due care with respect to the bailed property and thereby is liable for the loss sustained.

It is hereby ordered that Mark W. Edwards be awarded **\$1,318.65** (one thousand three hundred eighteen dollars and sixty-five cents); and that Jeffrey D. Cottengaim be awarded **\$392.64** (three hundred ninety-two dollars and sixty-four cents).

(No. 80-CC-1233—Claimant awarded \$769.00.)

HENRY WILLIS, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed October 3, 1980.

HENRY WILLIS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (**JOHN R. FANONE**, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate* granted award *for lost trial transcript*. The Claimant, an inmate in a correctional facility, established by the preponderance of the evidence that he lost the transcript of his trial during a massive shakedown inspection at the institution and the State failed to present any evidence explaining the disappearance of the transcript, thereby justifying an award to the Claimant in the amount of money necessary to replace the transcript.

POCH, J.

This is a claim brought by Henry Willis, an inmate of Stateville Correctional Center, to recover the value of the transcript of his 1973 trial in the Circuit Court of Cook County, Illinois, of which he was possessed while incarcerated.

At the hearing of this cause, Claimant has established by the preponderance of the evidence that in the month of February, 1979 the population of Cell House "F", of which Claimant was a resident, was transferred to Cell House "B" West during the course of a massive shake-down inspection at the institution. When Claimant returned to Cell House "F" after the shakedown, he discovered that his transcript was gone.

From the testimony presented at the hearing the Court finds that the State took actual physical possession of the inmate's property, and this created a bailment. At the trial of this cause the State presented no testimony to explain the disappearance of the transcript, nor did the State present testimony as to its freedom of negligence.

The transcript consisted of 769 pages. It was established that the cost of a Cook County Circuit Court transcript is \$1.00 per page, unless the person desiring the transcript is willing to copy it himself on a copy machine in the Clerk's Office at ten or **15** cents per page. It was established at the hearing that there was no person known to the Claimant who could copy the record for

him on the copy machine in the Clerk's Office. Therefore the replacement cost to Claimant is \$769.00.

It is therefore ordered:

That Claimant be, and hereby is, awarded the sum of seven hundred sixty nine and 00/100 (\$769.00) dollars.

(No. 80-CC-1433—Claimant awarded \$330.00.)

RICHARD G. HAYES, Claimant, v. THE STATE OF ILLINOIS,
Respondent..

Opinion filed December 15, 1980.

Order awarding compensation filed May 18, 1981.

RICHARD G. HAYES, pro se, for Claimant.

WILLIAM J. SCOTT, Attorney General (SUE MUELLER,
Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—claim awarded. The claim filed for payment for services performed by the Claimant as guardian ad litem for an alleged disabled adult was granted as the record established that there was an appropriation for the payment for such services and the appropriation lapsed, and it was the obvious intent of the legislature in making the appropriation that persons in the position of Claimant be paid for the services they rendered.

ROE, C. J.

This cause comes to be heard on the motion of Respondent to dismiss and the objection thereto filed by Claimant. The facts involved do not appear to be in dispute.

Pursuant to sections 11a—10(b) and 11a—10(c) of Ill. Rev. Stat. 1979, ch. 110½, par. 11a—10, Claimant was appointed and performed services as a guardian ad litem

for an alleged disabled adult, Barbara L. Thompson, by an order of a circuit court on December 11, 1979. Said statute provides as follows:

“(b)The court (1)may appoint counsel for the respondent, if the court finds that the interest of the respondent will be best served by the appointment, and (2) shall appoint counsel upon respondent’s request or if respondent takes a position adverse to that of the guardian ad litem. The court may allow counsel for the respondent reasonable compensation.

(c) If the respondent is unable to pay the fee of the guardian ad litem or appointed counsel, or both, the court shall enter an order on the State to pay from funds appropriated by the General Assembly for that purpose, all such fees or such amounts as the respondent is unable to pay.”

By Public Act 80-161, section 83 the General Assembly made an appropriation to the Illinois Supreme Court in an attempt to fund this program. Said law provides as follows:

“The sum of \$25,000.00, or so much thereof as may be necessary, respectively, for objects and purposes hereafter named, are appropriated to the Supreme Court for payment to Court-Appointed Counsel, Guardians ad Litem, and Experts under Article XIa of the Probate Act of 1975.”

On January 15, 1980, a circuit court entered an order providing that Claimant be paid \$330.00 for his services rendered as guardian ad litem. In his complaint Claimant has alleged that he made a request for said sum to the Administrative Office of the Illinois Courts of the State of Illinois, and said request was denied on the grounds that the funds appropriated for such payments had lapsed.

According to the motion to dismiss and departmental report Respondent sets forth a different reason for the refusal to pay. The Court takes judicial notice of the date the claim was filed and it is clear that, at that time, the appropriations had not lapsed. However, that issue has been mooted by the passage of time. The issue raised by the motion to dismiss is entirely different.

Respondent argues that the Supreme Court has never accepted any of the monies appropriated by P.A.

81-161, section 80. The reason for the nonacceptance is set forth in the departmental report. Mr. Roy Gulley, the director of the Administrative Office of the Illinois Courts, stated therein that the Supreme Court directed him not to accept the appropriation because of the fact that, in their opinion, said appropriation should have been made either to the Guardianship and Advocacy Commission or to the Office of the State Guardian. He pointed out that nowhere in the subsidy bill is there any connection with the appropriation for, or payment of, these fees. He further noted that another reason the Supreme Court chose not to become involved in the situation was that the amount of the appropriation was grossly inadequate.

Respondent then cites Ill. Rev. Stat. 1977, ch. 127, par. 166 which states:

“No officer, Institution, Department, Board or Commission shall contract any indebtedness on behalf of the State, nor assume to bind the State in an amount in excess of the money appropriated, unless authorized by law.”

Respondent concludes by arguing that as the Supreme Court has not accepted the appropriation because they have no authority under any enabling statute to administer it, and because the Guardianship and Advocacy Commission and the State Guardian have proper authority to administer it but do not have the appropriation this claim should be denied for insufficient appropriations.

Claimant states that section 11a—10 does not require that the appropriated money be accepted but merely states in pertinent part, “* * * (T)he court shall enter an Order upon the State to pay from funds appropriated by the General Asembly for that purpose * * *”. He states that nowhere in the statutes is there a requirement that an appropriation be accepted. He further argues that no State agency should have the power to disobey a valid court order by merely refusing to accept money which

has been appropriated for the purpose for which the court order was entered.

We decline to decide whether or not a State agency has the power to refuse to accept an appropriation and yet incur obligations to pay these. As we view the case, an appropriation was made for the purpose for which Claimant has filed his claim. It is clear that sufficient funds remain from that appropriation from which to pay this claim. It is also clear that said appropriation has lapsed. We feel that said circumstances render moot any issue of nonacceptance of the appropriation. Moreover, the obvious intent of the legislature in making the appropriation was that persons in the position of the Claimant in this case be compensated for services rendered.

It is hereby ordered that the motion by Respondent to dismiss be, and hereby is, denied.

ORDER AWARDING COMPENSATION

POCH, J.

The record in this cause indicates that the purpose of this claim is for compensation to the Claimant for services rendered pursuant to sections 11a—10(b) and 11a—10(c) of Ill. Rev. Stat. 1979, ch. 110½, par. 11a—10, where Claimant was appointed and performed services as a guardian ad litem for an alleged disabled adult, Barbara L. Thompson, by an order of the Circuit Court. The Attorney General has submitted a stipulation by Respondent which establishes that there is no dispute of fact. No part of this expenditure has been paid. Money was appropriated under appropriation and fund #001-20110-1900-0400 and sufficient funds for the payment of this obligation have lapsed and were returned to the State Treasury.

This claim has not been paid due to the lapse of the appropriation for the period for which the debt was incurred. This money was appropriated by Public Act 81-161, section 83, by the General Assembly to the Illinois Supreme Court. The Supreme Court has never accepted the money appropriated by this Public Act as the Supreme Court has no authority to administer this program, and also because the appropriation was grossly inadequate. However, this Court has found in its order of December 15, 1980, that the obvious intent of the legislature making this appropriation was to compensate persons in the position of the Claimant in this case for services rendered.

Therefore, it is hereby ordered that the Claimant be awarded in full accord and satisfaction of any and all claims presented to the State of Illinois under the above captioned cause the sum of **\$330.00** (three hundred and thirty dollars).

(No. 80-CC-1577—Claim dismissed.)

THOMAS BYRNE, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed August 11, 1980.

**VITELL, GREENFIELD, JOHNSON, GOLDSTEIN AND GUB-
BINS, LTD.,** for Claimant.

NEGLIGENCE—notice requirement. All claims on account of personal injury must be summarily dismissed where the statutory notice requirements have not met with exact compliance.

SAME—purpose of notice requirements. The patent purpose of notice requirements is to afford Respondents an opportunity to promptly and intelligently investigate a claim and prepare a defense thereto, and to thereby protect governmental bodies from unfounded and unjust claims.

SAME—service of notice on Court of Claims and Attorney General is not duplicative. The Claimant's contention that the requirement that notice be served on both the Court of Claims and the Attorney General is duplicative is without merit as the State operates through many departments and it would be totally impractical for the Court of Claims to hold that service on one agency is sufficient to give notice to another and the Clerk of the Court of Claims has no responsibility to inform the Attorney General that a person intends to file a suit with the Court of Claims.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, the response thereto by Claimant, and the Respondent's reply to the response, due notice having been given, and the Court being fully advised;

The basis of Respondent's motion to dismiss is that Claimant allegedly did not file with the Attorney General the statutory notice of claim for personal injuries. In support of said motion Respondent filed an affidavit. In response to said motion Claimant did not refute the allegation of the Respondent but stated that the notice was directed to the Attorney General. Claimant further argued that he has complied with both the spirit and intent of the notice statute and that providing notice to both the Court and the Attorney General is duplicative. We find Claimant's arguments unconvincing and hold that Claimant has not complied with the notice requirement of section 22—1 of the Court of Claims Act. Ill. Rev. Stat. 1979, ch. 37, par. 439.22—1.

There is a paucity of case law which has been recently published on this issue. This is due to two main reasons: (1) the large volume of cases has created a backlog which has slowed down publication of decisions and, (2) it has been the practice of the Court not to publish in full orders summarily dismissing claims in the interest of economy.

In *Palmer v. Northern Illinois University*, 25 Ill. Ct. Cl. 1,3 (1964), the Court held that "The notice provided

for in * * * (section 22—1) is mandatory, and, as stated in section 22—2, failure to give such notice shall be sufficient cause for the action to be dismissed with prejudice.”

Again later, the Court stated in *Munch v. State*, 25 Ill. Ct. Cl. 313, 315, that “This Court has long held that the notice requirements of Sec. 22—1 are a condition precedent to the filing of a complaint against the State of Illinois, and that, where Claimant does not show complete compliance, this Court has no jurisdiction to hear the claim.” The Court stated further that “All claims on account of personal injury must be summarily dismissed where * * * the statutory notice requirements have not met with exact compliance.” *Supra* at 316.

Therefore Claimant’s argument that his notice was “directed” to the Office of the Attorney General is insufficient. The statute requires “filing.” It should also be noted that Rule 5B of the Rules of the Court of Claims requires that a showing of how and when said notice was served must be attached to the complaint and Rule 9 states that failure to comply with Rule 5 shall be grounds for dismissal. This the Claimant also failed to do.

We are not convinced by Claimant’s argument that he complied with both the spirit and intent of the law. In *Telford v. Board of Trustees of Southern Illinois University*, 24 Ill. Ct. Cl. 416, 418 (1963) the Court held that “The patent purpose of notice requirements is to afford respondents an opportunity to promptly and intelligently investigate a claim and prepare a defense thereto, and to thereby protect governmental bodies from unfounded and unjust claims.” In the instant case the Attorney General did not receive notice. It is his responsibility to investigate and defend the State. By not receiving the required notice he was prevented from promptly investigating the incident.

Claimant's argument that service of the notice on the clerk of the Court *and* the Attorney General is duplicative is equally unconvincing. In *Munch v. State, supra*, the Claimant asked the Court to deny the Respondent's motion to dismiss on grounds that Claimant had notified at least two State agencies within thirty days of the accident. The argument failed and the case was dismissed. In *Thomas v. State (1961)*, 24 Ill. Ct. Cl. 137 a report of the accident, which was filed with the Department of Conservation, was not regarded as a notice to the Attorney General and the clerk of the Court of Claims. The State of Illinois operates through many departments and employs thousands of people. It would be totally impractical for us to hold that service on one agency is sufficient to give notice to another. The fact that the notice was filed with the Clerk of the Court does not make the case at bar different from those cases cited above. The clerk's office is separate and distinct from the Office of the Attorney General. The Clerk does not have any responsibility to inform the Attorney General that a person intends to file a suit with the Court. The statute requires the notice to be filed with both agencies and each relies on the plain reading of the statute.

It is hereby ordered that the motion of the Respondent be and hereby is granted and this case is dismissed with prejudice.

(No. 80-CC-1627—Claimant awarded \$4,000.00.)

NORVAL LANDREY, JEAN C. LANDREY, LAURA MELLOR, and
MICHAEL LANDREY, Claimants, v. THE STATE OF ILLINOIS,
DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE
OF ILLINOIS and DALIA JUSKYS, Respondents.

Order filed October 1, 1980.

DEJONG, POLTROCK AND GIAMPIETRO, for Claimants.

PRACTICE AND PROCEDURE—*Court of Claims does not have jurisdiction over individuals in instant claim.* Award granted where Court of Claims approved settlement agreement of parties arising out of Federal court action and named Respondent, Department of Children and Family Services and an individual State officer were stricken as the Court of Claims does not have jurisdiction over such named individuals and the Department of Children and Family Services, for all practical purposes, is one and the same as the State of Illinois.

ROE, C. J.

This cause coming on to be heard on Claimant's motion for summary judgment, it appearing that due notice has been given, and the Court being fully advised in the premises;

By way of answer to the complaint filed in this action the Respondent states that the Department of Children and Family Services and Dalia Juskys are not proper parties to this proceeding. Inasmuch as the Court of Claims does not have jurisdiction over individuals in a claim such as this she is hereby stricken as a Respondent. Further, the Department of Children and Family Services and the State of Illinois, for all practical purposes, are one and the same. However, as a matter of form the Department of Children and Family Services, as a separate entity, should also be stricken as a named Respondent and hereby is.

This claim arose out of a settlement agreement reached by the parties in a case entitled Norval J. Landry, et al. v. Daniel Walker, et al., filed in the U.S. District Court for the Northern District of Illinois, No.

74-CC-1790. Respondent has stated in its answer that said agreement is a contract between Claimants and Respondent and should be made the basis for an award of \$4,000.00 to the Claimants in full settlement of their claims against the Respondent.

From all the pleadings before us we find that there is no dispute as to any of the facts and Claimants are entitled to judgment as a matter of Law.

It is hereby ordered that Claimants be, and hereby are, awarded the sum of \$4,000.00 (four thousand dollars and no cents) in full satisfaction of any and all claims the Claimants or their attorneys may have, or may arise as a result of the alleged occurrences which were the subject matter of their lawsuit in the U.S. District Court, cited above, including, but not limited to, any and all legal fees and costs of the suit involved in the above named lawsuit, in the settlement thereof, or in the procurement of this award.

(No. 80-CC-1735—Claim denied.)

KANKAKEE COMMUNITY ACTION PROGRAM, INC., Claimant, v.
THE STATE OF ILLINOIS, Respondent.

Order filed October 1, 1980.

JOSEPH R. YURGINE, for Claimant.

CONTRACTS—*contract* was not extended where Claimant failed to properly accept renewal. Claim denied where Claimant failed to make a timely acceptance of offer for renewal of contract to provide secretarial, telephone and copying services, as no contract was created where there was no valid acceptance.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, the motion of Claimant to strike and for summary judgment, the response thereto by Respondent and Respondent's motion for summary judgment, due notice having been given, and the Court being fully advised in the premises;

In its motion to dismiss, Respondent states that the departmental report, which is prima facie evidence of the facts set forth therein, shows that the department did not contract for the services and that no services were performed. In support of this allegation copies of correspondence between the parties and contracts were attached.

Claimant responded to said motion by stating that the department report in fact contained a copy of a memorandum upon which Claimant relied by signing the renewal agreement and therefore the contract was extended.

From the documents before us we have tried to reconstruct the facts and sequence of events. Apparently the parties had a contract covering the period of fiscal year 1979 whereby the State agreed to pay Claimant \$125.00 per month and Claimant agreed to make available to the State secretarial, telephone, copying, and filing services. These services were to be utilized, as would be necessary, by the VDIS project director to Claimant which stated in pertinent part:

"There exists the possibility, particularly where certain contractors are still negotiating for FY '80 rates with the Department of Children and Family Services, that the Department of Corrections/Unified Delinquency Intervention Services FY '80 contracts will not be fully executed (completely signed) by July 1, 1979.

Because of this, and to avoid a possible break in payment over this Fiscal Year transition, VDIS is asking contractors to sign the enclosed renewal

which will extend the **FY '79** contract at the existing rate, until **the FY '80** contract is **fully** executed.

It is imperative that the enclosed renewal be signed and dated * * *, and returned to **VDIS** no later than **May 25, 1979.**"

We find that the above language constitutes an offer to extend the **FY '79** contract. That offer was to remain open through **May 25, 1979**. It was upon this offer that Claimant alleges reliance. However, in order to accept the offer Claimant had to do so in the manner stated therein. As is clear from both the renewal and copy of the new contract, Claimant did not accept it until **June 6, 1979**. From the language in the offer stating the time of acceptance to be "imperative" we find the time of acceptance to have been of the essence. There having been no valid acceptance, no contract was created. Furthermore, Claimant should not have relied on the memorandum due to the fact that he did not make a timely acceptance of the offer.

Claimant also alleges that the **FY '79** contract provides for cancellation thereof by either party provided that **30** days written notice is given and that notice of cancellation was not given in accordance with the terms of the contract. We find that notice of cancellation was unnecessary, in view of the fact that there was no contract for **FY '80** and that, by its own terms, the **FY '79** contract expired at the end of that fiscal year, as Respondent correctly points out in its response to claimant's motion to strike.

It is hereby ordered that this claim be, and hereby is, denied.

(No. 80-CC-2062—Claim denied.)

EVA-TONE, EVATYPE, INC., Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed October 1, 1980.

LOGAN MARQUARUT AND CLINE, for Claimant.

CONTRACTS—departmental report established that claim was in excess of contract. Claim denied where departmental report issued by office of Secretary of State established that claim was in excess of the contract between Claimant and Secretary of State's Research Department.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, said motion having been previously held in abeyance pending submission to the Court of the contract which gave rise to this cause of action, it appearing to the Court that due notice has been given, and the Court being fully advised in the premises;

The Court hereby finds:

1. That Rule 14 of the Rules of the Court of Claims of the State of Illinois states that departmental reports issued by State departments or agencies are considered prima facie evidence of the facts set forth therein.

2. That the departmental report issued by the Illinois Office of the Secretary of State, Research Department, a State department or agency, attached hereto and made a part hereof, establishes that this claim is in excess of the contract between the Claimant and the Illinois Secretary of State Research Department.

3. That this departmental report is prima facie evidence of the facts set forth therein.

4. That the Claimant has filed no response to the motion to dismiss.

It is hereby ordered that this claim be, and hereby is denied.

(No. 80-CC-2066—Claim denied.)

PETE TOPNES, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Opinion filed May 6, 1981.

PETE TOPNES, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM P. KING, JR., Assistant Attorney General, of counsel), for Respondent.

STATE COMPTROLLER *Am—claim to recover amount of warrant never received by Claimant denied as claim was filed after warrant was paid.* The evidence established that the Claimant never received the warrant issued to him for a senior citizen grant, but that the warrant was paid prior to the time the Claimant filed the instant action to recover the amount of the warrant; therefore the claim was denied.

ROE, C. J.

This is an action brought by Claimant, Pete Topnes, pursuant to the provisions of Ill. Rev. Stat., ch. 15, pars. 210.10, 210.16, to recover \$150.00, being the amount of a State warrant issued to him but never received by him.

The pertinent statutory sections are the following:

“10.10 (a) If any comptroller’s warrant is lost, mislaid or destroyed, or becomes void after issuance, so that it cannot be presented for payment by the person entitled thereto, the comptroller, *at any time before that warrant is paid by the State Treasurer*, but within one year of the date of issuance, may issue a replacement warrant to the person entitled thereto.” Emphasis supplied.

“10.16 If the comptroller refuses to draw and issue a replacement warrant under Section 10.10 * * * persons who would be entitled under Section 10.10 to request a replacement warrant may file an action in the Court for the payment of the sum indicated due on the warrant * * *

The facts developed at the hearing of this cause are as follows:

On November 2, 1977, Warrant Ab7708104 was issued to Claimant in the amount of \$150.96. The check represented a senior citizen grant. Claimant never got the check. At an unspecified date in 1977, however, the check was deposited in an account at the North Com-

munity State Bank in Chicago, Illinois, with endorsement: "Pete Topnes North Ave apt good for deposit only."

Mr. Topnes lives in an apartment building at 2659 West North Avenue, Chicago, Illinois. The tenants pick up their mail in a store located on the first floor of the building and operated by someone connected with the management of the building.

Mr. Topnes never has done business with the North Community State Bank, and testified additionally that he did not authorize anyone to deposit his check in an account at the North Community State Bank. The record does not show the owner of the account in which the check was deposited. From the wording of the endorsement a reasonable "conjecture" would be that someone signed Mr. Topnes' name and deposited the check in an account set up for the apartment building, possibly for the deposit of rents.

However, how the check happened to be deposited in someone else's bank account without Claimant's authorization is irrelevant.

The statute makes clear that the Comptroller can issue a new warrant only if the original warrant has not been paid by the State Treasurer. Further, the Comptroller, "before issuing the replacement warrant, shall issue a stop payment order on the State Treasurer and receive a confirmation of the stop payment order on the original warrant from the State Treasurer." Ill. Rev. Stat., ch. 15, par. 210.10. The warrant was long since paid by the State Treasurer when Mr. Topnes filed his claim with the Court of Claims on May 20, 1980.

It is apparent from looking at Claimant's exhibits 4, 5, and 6 that the signature "Pete Topnes" on exhibit 4 was written by someone other than Claimant. If that person signed Claimant's name and then beneath it added his

own identifying endorsement “North Ave apt good for deposit only” so that the check could be deposited in that person’s account — all without Mr. Topnes’ knowledge or consent — then Mr. Topnes’ cause of action is against that person, or possibly the North Community State Bank. But the State of Illinois is in no way responsible for this state of affairs.

Under the foregoing circumstances this-Court must, and hereby does, deny this claim.

(No. 80-CC-2147—Claimant awarded \$300.00.)

DELTA CASUALTY COMPANY, as subrogee of WILLIE SPIVEY, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed March 12, 1981.

VAN EMDEN, BUSCH AND VAN EMDEN, for Claimant.

PRACTICE AND PROCEDURE—award granted based on joint stipulation of parties. \$300.00 was granted to the Claimant where the parties agreed upon the liability of the Respondent and the amount of damages sustained by the Claimant and the agreement was approved by the Court of Claims as fair and reasonable.

POCH, J.

This matter comes before the Court upon the joint stipulation of the parties, in which the parties have agreed upon the liability of the Respondent and the amount of damages sustained by the Claimant.

It appearing to the Court that the facts and the law as to Respondent’s liability and the amount due to Claimant are not in dispute, and that the joint stipulation entered into by the parties is fair and reasonable.

The Court hereby awards Claimant, Delta Casualty Company as subrogee of Willie Spivey, the amount of \$300.00.

(No. 81-CC-0079—Claim denied.)

NORMAN VAN NATTAN, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed February 17, 1981.

WILLIAM M. GIFFIN, for Claimant.

TYRONE C. FAHNER, Attorney General (**WILLIAM E. WEBBER**, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—Court of Claims has no jurisdiction over appropriations. The Claimant's action to recover lost wages pursuant to certain re-employment rights he allegedly had arising from his discharge by the State Fair Agency was denied, as the Respondent alleged that appropriations had lapsed and the Court of Claims does not have jurisdiction over the appropriation of funds where insufficient funds lapsed from which payment of a claim would have been made.

ROE, C. J.

Claimant brought this action to recover lost wages which allegedly were due him pursuant to certain re-employment rights derived from various legal proceedings. The case was set for hearing and heard on October 23, 1980, before Commissioner Robert A. Barnes, Jr., of the Court of Claims. No additional testimony or evidence was produced other than the exhibits, affidavits, and stipulations filed at said hearing. Based upon that record and the report of the commissioner, we find the facts to be as follows.

Claimant was employed by the Illinois State Fair Agency. The record is silent as to the exact position he held. His position was abolished by an alleged reorganization of the agency by its manager, Nicholas Stone, on or about February 28, 1977. The record is somewhat vague as to exactly what legal proceedings Claimant brought in seeking redress. However, it is undisputed that he obtained re-employment rights through the Civil Service Commission of the State of Illinois beginning on or about January 1, 1978. The State Fair Agency and Nicholas Stone were notified by appropriate parties of Claimant's right to re-employment, but Claimant was not actually re-hired until November 1, 1978. Claimant is seeking back wages for the interim period.

The reason and circumstances behind the ten-month delay in rehiring Claimant appear at paragraphs six and seven of Claimant's sworn affidavit which is a part of the record. Said paragraphs essentially read as follows:

"6. That subsequently (after January 1, 1978), it developed that Affiant was the victim of a program initiated by Nicholas Stone, as the State Fair Manager, to keep him unemployed or from being re-employed by the State Fair Agency.

7. That the said Nicholas Stone was so definite in his determination to keep from rehiring Affiant that at the time he was directed to re-employ him by the Department of Personnel and the Civil Service Commission, he contumaciously refused to abide by their orders; and, that the Affiant was not able to return to employment until said Nicholas Stone resigned as State Fair Manager."

It is undisputed that the above statements are true. No evidence was offered to contradict them.

Attached to Claimant's complaint is a joint stipulation between Claimant and John R. Block, the Director of the Department of Agriculture, State of Illinois. Said department has now assumed jurisdiction over the State Fair. By stipulation Claimant and Director Block agreed on the amount of employment benefits that Claimant

would have obtained had he been rehired as of January 1, 1978 (the date which both parties agreed Claimant's re-employment rights accrued). The breakdown was stated essentially as follows:

	Period from 1/1/78 to 11/1/78	
Salary	\$13,970.00	
Retirement	611.79	(7.3%)
Retirement	433.63	(7.76%)
Social Security	+ 845.19	
	<u>\$15,860.71</u>	
Unemployment Compensation	- 3,510.00	
	<u>\$12,350.75</u>	

From Claimant's affidavit it appears he met his burden of proof with respect to meeting the requirement that he make sufficient efforts to mitigate his losses and Respondent does not contest this.

Claimant and Director Block also stipulated that Claimant is entitled to the salary payments for such period. The claim was filed in this Court because the fiscal years during which those payments would have been made have closed. Claimant alleged in his complaint that he requested payment from the Department of Corrections but such request was refused on the grounds that the funds appropriated for such services of the State Fair Agency for such payments have lapsed.

Thus, on the surface the facts would seem to present an ordinary lapsed appropriation case. However, the evidence shows that the State Fair Agency lapsed no money for the period at issue, nor was the two percent transfer available as that agency had totally exhausted its funds. In fact, as numerous decisions of this Court on lapsed appropriation claims against the same agency arising out of the same period of time have shown, the State Fair Agency incurred many obligations far in excess of their appropriation for the period.

This issue, therefore, with which we are again confronted is whether or not the Court of Claims has any authority to direct the payment of this claim, sounding of "lapsed appropriation" where no funds from which it would have been paid actually lapsed.

The law is quite clear on this issue. Even though Claimant in equity and good conscience appears to be owed his lost wages we are constrained by law to deny his claim. Where insufficient funds lapse from which payment of a claim would have been made, absent the showing that the claim falls within the narrow exception of being expressly required by law, the claim must be denied. In connection with this we point out that article VIII, section 2(b) of the Constitution of the State of Illinois provides that the General Assembly by law shall make appropriations for all expenditures of public funds by the State. If this Court were to grant an award in the case at bar we would in effect be appropriating funds. Said authority lies solely with the Legislature. The fact that the Legislature honored numerous other claims arising out of the same period as the instant claim and against the same agency by the passage of a special appropriation bill, claims which we had denied, is further support for this position.

It is hereby ordered that this claim be, and hereby is, denied.

(No. 81-CC-0117—Claimant awarded \$101.00.)

LIVINGSTON COUNTY, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed November 14, 1980.

C. DAVID VOGEL, State's Attorney (DONALD BERNARDI,
Assistant State's Attorney, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER,
Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—expenditures by Department of Corrections for habeas corpus expenses were reasonable. An award of \$101.00 was granted for reimbursement of habeas corpus expenses for residents of correctional facility who were not committed from county wherein facility was located, as the expenditures were properly authorized at amounts which were reasonable, usual and customary.

PER CURIAM.

The record in this cause indicated the purpose of the expenditure by the State of Illinois for which this claim was filed was for reimbursement of *habeas corpus* expenses for residents of the Illinois Department of Corrections who were not committed from Livingston County, and that the Attorney General has entered into a Respondent's stipulation based upon information forwarded to his office by the Illinois Department of Corrections as evidenced by the departmental report attached to the stipulation by Respondent.

Accordingly, this Court finds that this was a properly authorized expenditure at prices reasonable, usual and customary in the area where received. No part of this expenditure has been paid and the total outstanding is \$101.00. Money to pay this expenditure is to come from the Court of Claims funds pursuant to Ill. Rev. Stat., ch. 65, par. 38.

It is hereby ordered that the Claimant be awarded, in full satisfaction of any and all claims presented to the

State of Illinois in the above captioned cause, the sum of \$101.00 (one hundred one and no/100 dollars).

(No. 81-CC-0400—Claimant awarded \$1,911.18.)

THE CITY OF LITCHFIELD, ILLINOIS, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed February 2, 1981

RON SCHARF, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—expenditure made by Department of Transportation for traffic signal maintenance was reasonable. An award was granted for traffic signal maintenance repairs where the expenditure was properly authorized at prices reasonable, usual and customary and was not paid due only to the lapse of the appropriation for the period during which the debt was incurred.

PER CURIAM.

The record in this cause indicated the purpose of the expenditure by the Department of Transportation for which this claim was filed was for traffic signal maintenance repairs and that the Attorney General has submitted a stipulation by Respondent based upon information forwarded to his office by said Department, as evidenced by the departmental report attached to the stipulation by Respondent.

Accordingly, this Court finds that this was a properly authorized expenditure at prices reasonable, usual and customary in the area where received. No part of this expenditure has been paid and the total outstanding is

\$1,911.18. Money was appropriated under appropriation and fund # 011-49426-1200-0000 of which appropriation sufficient funds for the payment of this obligation lapsed and were returned to the State Treasury.

The sole reason said claim was not paid is due to the lapse of the appropriation for the period during which the debt was incurred.

It is hereby ordered that the Claimant be awarded, in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause, the sum of \$1,911.18 (one thousand nine hundred eleven and 18/100 dollars).

(No. 81-CC-0414—Claimant awarded \$5,175.00.)

JULIUS O. ALLEN, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed *October 8, 1980.*

ISHAM, LINCOLN AND BEALE (MICHAEL J. GILL, of counsel), for Claimant.

PRACTICE AND PROCEDURE—*joint stipulation was reasonable and would be approved by court.* An award of \$5,175.00 was granted in complete satisfaction of all claims arising from damages suffered by Claimant where the joint stipulation of the parties as to liability and damages was reasonable and fair and was approved by the Court of Claims.

POCH, J.

This matter coming before the court upon motion of Respondent pursuant to the stipulation executed by the parties hereto, and the court being fully advised in the premises:

It is hereby ordered that Claimant be, and he is hereby, awarded the sum of \$5,175.00 as and for his damages as set forth in said complaint and stipulation.

It is further ordered that said award shall be in complete satisfaction of all claims which Claimant has, or had, on or about March **24, 1972**, or which he may have had at the time of filing his second amended complaint in the United States District Court for the Northern District of Illinois.

(No. 81-CC-0487—Claimant awarded \$1,794.87.)

SMALL BUSINESS ADMINISTRATION, an agency of the United States of America, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed February 20, 1981.

JOHN H. GERMERAAD, Assistant United States Attorney, for Claimant.

PRACTICE AND PROCEDURE—*allegations set forth in complaint for return of funds were affirmed by Respondent.* The Claimant was granted an award for the return of the funds requested in the complaint as the Claimant possessed a valid order of the Federal court for the return of the funds which established a *prima facie* right to recover and the Respondent, by stipulation, affirmed the allegations set forth in the complaint.

POCH, J.

This cause coming on to be heard on the stipulation of the Respondent and the Court being fully advised in the premises finds that the complaint as filed along with the accompanying documentation, which contains a valid order of the United States District Court for the Southern District of Illinois for return of one thousand seven

hundred ninety-four and 87/100 (\$1,794.87) Dollars establishes *prima facie* case of the Claimant's case right to recover. It is also noted that the Respondent in their stipulation affirms the allegation set forth in the complaint.

It is therefore ordered that the Small Business Administration of the United States of America be granted an award of one thousand seven hundred ninety-four and 87/100 (\$1,794.87) dollars.

(No. 81-CC-0498—Claim dismissed.)

**MATTHEW J. LYONS, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order dismissing complaint filed December 24, 1980

Order reinstating complaint filed April 15, 1981.

Order dismissing complaint filed June 22, 1981.

HORNE AND KARCHMAR, LTD., for Claimant.

PRACTICE AND PROCEDURE—*Claimant failed to file proper notice with Attorney General's Office.* Claim for personal injuries denied where the Claimant filed proper notice with the Court of Claims but did not file the notice with the Attorney General's Office, as required by statute, and notice served on the Court of Claims does not comply with the requisite notice upon the Attorney General.

SAME—*available remedies were not exhausted before relief was sought in the Court of Claims.* Claim for personal injuries was dismissed where the Claimant had a cause of action but failed to file the complaint and conduct discovery before the end of the applicable limitations period and failed to seek recovery from either one of the private construction companies involved rather than from the State of Illinois, thereby failing to exhaust his remedies as required by statute.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss the claim heretofore filed and Claimant's objection to said motion.

Respondent's motion to dismiss sets forth that the Claimant failed to file proper notice with the Attorney General's Office, as required by Ill. Rev. Stat. 1979, ch. 110, par. 48.1(a). Respondent's motion further sets forth that section 22—1 of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.22—1), provides that notice of an action for personal injury must be served within six (6) months of the date of the injury upon the Attorney General of the State of Illinois and upon the Clerk of the Court of Claims.

Claimant attached to his objections a copy of a letter, dated March 28, 1979, and directed to "The Court of Claims, The State of Illinois, 188 West Randolph Street, Chicago, Illinois, 60601" and states that the original notice of claim was enclosed; also filed was a copy of a certified mail receipt addressed to the "Attorney General, Court of Claims, 188 West Randolph St., Chicago, Illinois 60601" and showing the date of delivery as April 2, 1979.

Respondent must concede that proper notice was served upon the Court of Claims by Claimant but not on the Attorney General's office, as required by statute. The Attorney General maintains a separate office from that of the Court of Claims and it is the Court's opinion that notice served upon the Court of Claims does not comply with the requisite notice upon the Attorney General of the State of Illinois.

It is hereby ordered that respondent's motion to dismiss be, and the same is, granted, and this cause is dismissed.

ORDER REINSTATING COMPLAINT

ROE, C. J.

This cause coming on to be heard on the petition of the Claimant, Matthew J. Lyons, by and through his

attorneys, Horne & Karchmar, Ltd., for a rehearing and an order to vacate its prior order dismissing the Claimant's complaint, the parties having been duly notified and the Court being fully advised in the premises.

It is hereby ordered that the order filed on December 24, 1980, dismissing the Claimant's complaint is vacated and the complaint is reinstated.

ORDER DISMISSING COMPLAINT

HOLDERMAN, J.

This matter coming to be heard upon the motion of Respondent to dismiss the claim, due notice having been given, and the Court being fully advised in the premises, the Court finds as follows:

The complaint filed in this cause alleges that on October 24, 1978, Claimant fell into an excavation located "near or along side of Interstate Highway 70 Eastbound, approximately 50 yards east of the junction of Ill. 55-70 and Illinois 157, in Collinsville, Illinois." It is alleged further that the area in question was a "worksite", in regard to which "respondent, its agents, servants and/or employees" had a duty to maintain in a safe manner.

In response to the complaint, Respondent's motion asserts that the area in question was part of a construction project being performed by two private construction companies, which had control of the area and the construction activities therein. In support of this assertion, Respondent attached to its motion the affidavit of Thomas Grimes, the resident engineer of the project for the Department of Transportation, which verifies the facts set forth in said motion. Respondent states further that Claimant did not seek recovery from either one of the private construction companies, and that in failing to do as such, Claimant has failed to exhaust remedies as

required by the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439), and the Rules of the Court of Claims.

It appears to the Court that since the area in question was under construction by and in the control of the two private construction companies, Claimant clearly had a cause of action identical to the claim herein which could have been brought against one or both companies in a court of general jurisdiction. Since the cause of action arose on the date of the accident, October 24, 1978, Claimant had until October 24, 1980, under the applicable limitations period, in which to pursue said cause of action, but did not do so. The limitations period having now expired, Claimant can no longer pursue this other remedy.

The Court notes that a notice of intent to file this claim was filed on April 2, 1979, approximately 18 months in advance of the end of the limitations period applicable to this claim and a claim that could have been filed against the third parties previously mentioned. It is evident, therefore, that Claimant was represented by counsel for at least 1½ years before the end of the limitations period. This appears to have been a more than adequate amount of time for Claimant or his attorneys to investigate the claim, file the complaint, and conduct discovery. By so proceeding, the cause of action against the construction companies would easily have become apparent. Instead, Claimant waited until September 5, 1980, seven weeks before the end of the limitations period, to file the complaint, and conducted no discovery.

The requirement that Claimant exhaust all available remedies prior to seeking a determination in this Court is clear and definite in its terms. It is apparent to the Court that Claimant had sufficient time to both become aware of his other remedies and to pursue them accordingly.

The fact that Claimant can no longer pursue those remedies cannot be a defense to the exhaustion requirement. If the Court were to waive the exhaustion of remedies requirement merely because Claimant waited until it was too late to avail himself of the other remedies, the requirement would be transformed into an option, to be accepted or ignored according to the whim of all claimants. We believe that the language of Section 25 of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.24—5) and Rule 6 of the Rules of the Court of Claims quite clearly makes the exhaustion of remedies mandatory rather than optional.

It is hereby ordered that the claim herein be, and the same is, hereby dismissed with prejudice.

(No. 81-CC-0532—Claimant awarded \$330.00.)

JOHN R. ANDERSON, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 20, 1981.

JOHN R. ANDERSON, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—award granted where claim was not paid due to lapsed appropriation. The Claimant was granted an award for funds due him as an employee of the Department of Corrections participating in the Tax Sheltered Annuity program, as the expenditure was properly authorized at reasonable, usual and customary prices and the sole reason the claim was not paid was due to the lapse of the appropriation for the period during which the debt was incurred.

PER CURIAM.

The record in this cause indicated that the purpose of the expenditure by the Department of Corrections for which this claim was filed was for John R. Anderson, an employee of the Department of Corrections participating in the Tax Sheltered Annuity program. \$145.00 per pay period is deducted from his salary and sent directly to the vendor of these annuities. The two (2) payments totalling \$290.00 for the month of June, 1978, were not sent before the appropriation lapsed and the Attorney General has submitted a stipulation by Respondent based upon information forwarded to his office by said Department, as evidenced by the department report attached to the stipulation.

Accordingly, this Court finds that this was a properly authorized expenditure at prices reasonable, usual and customary in the area where received. No part of this expenditure has been paid and the total outstanding is \$290.00. Money was appropriated under appropriation and fund number FY '78 School District 001-43670-1120-00-00 for personal services of which appropriation \$7.00, and yes, a transfer could have been requested from 001-42670-1300-000 School District commodities where there was **\$4,505** available unobligated on September 30, 1978, lapsed and was returned to the State Treasury.

The sole reason said claim was not paid is due to the lapse of the appropriation for the period during which the debt was incurred.

It is hereby ordered that the Claimant, John R. Anderson, be and is hereby awarded, in full satisfaction of any and all claims presented to the State of Illinois hereby the sum of \$330.00 (three hundred thirty dollars and 00/100's).

(No. 81-CC-0587—Claimant awarded \$18,827.85.)

PERSONAL PRODUCTS Co., Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed June 11, 1981.

THOMAS, WALLACE, FEEHAN AND BARON, LTD., for
Claimant.

PRACTICE AND PROCEDURE—*award* granted in satisfaction of claim. The Claimant was granted an award in full satisfaction of any and all claims presented to the State of Illinois.

ROE, C. J.

It is hereby ordered that Claimant, Personal Products Company, be and is hereby awarded, in full satisfaction of any and all claims presented to the State of Illinois hereby the sum of eighteen thousand, eight hundred twenty seven dollars and eighty five cents (\$18,827.85).

(No. 81-CC-0630—Claim denied.)

BRUCE J. OSHER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed April 15, 1981.

WILLIAM J. MCGANN, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for
Respondent.

NEGLIGENCE—*waiver* relating to municipalities with insurance is not applicable to State. The Claimant's motion to vacate the dismissal of his complaint based on negligence due to the lack of proper notice was denied, where the Claimant argued that a waiver of the notice requirements existed because of the presence of insurance coverage, since the waiver relating to municipalities with insurance is inapplicable to the State.

ROE, C. J.

This claim arose out of several alleged acts of negligence on the part of the State which were said to have caused Claimant severe and permanent personal injuries. On December 10, 1980, we entered an order granting a motion by Respondent to dismiss on grounds that the notice requirements of section 22—1 (Ill. Rev. Stat., ch. 37, par. 439.22—1), were not complied with.

Claimant moved to vacate said order and, in support of his motion, argued that a waiver might have occurred, and requested an additional **45** days to ascertain its existence. Respondent objected on two grounds: the first attaching the timeliness of Claimant's motion to vacate, and the second being directed to Claimant's argument for a waiver.

We do not find it necessary to address the first objection by Respondent. Even if we assume that the motion to vacate was filed on time and that insurance existed, we have held in *Elliston v. State of Illinois*, No. 76-CC-0555 (filed June 12, 1978), that the waiver relating to municipalities is inapplicable to the State.

Accordingly, Claimant's motion to vacate is hereby denied.

(No. 81-CC-0753—Claimant awarded \$4,150.00.)

MABEL DOLL Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order filed June 26, 1981.

JOHN OLIVERO, for Claimant.

DAMAGES—*award granted for disaster relief.* An award of \$4,150.00 was granted for grant assistance from the individual and Family Grant Program

where the Claimant had previously received \$850.00 and no genuine issue of fact existed as to why the Claimant should not receive the full \$5,000.00 allowed to an individual or family for any one disaster.

POCH, J.

This matter coming on to be heard upon the motion of Respondent for summary judgment, due notice having been given, and the court being fully advised in the premises, finds:

1. That this claim was filed for grant assistance from the Individual and Family Grant Program;
2. That the Claimant has previously received \$850.00 from the Individual and Family Grant Program;
3. That under section 408 of the Disaster Relief Act of 1974 (42 U.S.C. 5178), pursuant to which Individual and Family Grants are made, no individual or family may receive more than \$5,000.00 for any one disaster;
4. That no genuine issue of fact exists as to the amount of the award to which Claimant is entitled;

It is therefore ordered that the **sum of \$4,150.00** (four thousand one hundred fifty dollars and no/100) be and is hereby awarded to Claimant Mabel Doll in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause.

(No. 81-CC-0945—Claim denied.)

Louis B. BOJKOVSKY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 23, 1981.

LOUIS B. BOJKOVSKY, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

CONTRIBUTORY NEGLIGENCE—*Claimant's* contributory negligence precluded the grant of an award. An award for damages suffered by the Claimant, a maintenance worker at a State park, when he accidentally bumped his own car while performing routine maintenance work was denied as he was the proximate cause of the damages and he failed to prove freedom from contributory negligence.

PER CURIAM.

This cause comes before the Court as a result of automobile damages incurred while the automobile was parked in a designated parking area of Horseshoe Lake Recreation Area in Madison County, Illinois, operated by the State of Illinois. This claim is for \$120.00 in damages to said vehicle, court costs and other related expenses.

Rule 14 of the Rules of the Court of Claims of the State of Illinois states that departmental reports issued by State departments or agencies are *prima facie* evidence of the facts set forth therein.

The departmental report by the Department of Conservation states that Mr. Bojkovsky, the maintenance worker, accidentally bumped into his automobile while performing routine park maintenance tasks.

It is a premise of law in the State of Illinois that contributory negligence is a complete bar to recovery. *Howell v. State of Illinois*, 23 Ill. Ct. Cl. 141, 145.

Pursuant to article VI, section 33 of the Illinois Civil Practice Act, the burden of proof is upon Claimant to prove freedom from contributory negligence and that it was the negligence of the Respondent which caused the accident and resulting damages. The Claimant in this cause is silent as to his freedom from contributory

negligence. It appears from the departmental report that, even though Claimant was employed by the State, it was the negligence of the Claimant, himself, which was the proximate cause of the vehicle's damages.

The claim of Louis B. Bojkovsky is hereby denied with prejudice.

(No. 81-CC-1096—Claimant awarded \$17,000.00.)

**LANA HOSTETLER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order filed February 13, 1981.

LEAHY AND LEAHY, for Claimant.

PRACTICE AND PROCEDURE—award granted based on stipulation of parties.
An award of \$17,000.00 for the violation of the Claimant's civil rights was granted in accordance with the stipulation of the parties which was approved by the Court of Claims.

POCH, J.

This cause coming on to be heard on the Respondent's stipulation and the Court being fully advised in the premises finds that this is a claim for the recovery of \$17,000.00 which is the amount agreed to between the Claimant and the Office of the Attorney General. This claim stems from an action for an alleged violation of the Claimant's civil rights pursuant to United States Code 42, section 1983. The Attorney General entered into the settlement pursuant to the authority vested in his office by the General Assembly of the State of Illinois pursuant to chapter 127, section 2 (c). Ill. Rev. Stat. 1979, ch. 127, par. 1302(c).

It is therefore ordered that in accordance with the stipulation settlement entered into between the parties and as set forth as exhibit “B” to the Respondent’s stipulation that this Claimant be granted an award by this Court in the amount of \$17,000.00.

(No. 81-CC-1146—Claimant awarded \$36,383.00.)

CHARLES F. BRUCKNER & SONS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 11, 1981.

JOHN P. MURRAY, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*award granted based on stipulation of parties.* An award was granted in accordance with the stipulation of the parties which was approved by the Court of Claims, as there was an agreement as to the fact that the Respondent was responsible for the delay in completing the building project and due to the delay the Claimant incurred greater costs in performing the necessary work.

PER CURIAM.

This case comes before the Court on the joint stipulation of the Claimant, Respondent and the Capital Development Board.

The facts are not in dispute. Claimant performed services for Respondent in the Addison Specialized Living Center during the years of 1978 through 1980. Due to problems which arose between Respondent and its general contractor, the project was considerably delayed. The delay was unreasonable and not attributable

to any act of Claimant, which nevertheless performed its services in accordance with the contract. Respondent concedes that it was responsible for the delay thereof, and that Claimant incurred greater costs in the performance of its work than it would have if the delay had not occurred.

Both parties agree that Claimant suffered damages in the amount of **\$36,383.00**, and that an award in that amount be granted. Claimant, in receiving this award, agrees to waive and relinquish any right to additional damages from Respondent incurred as a result of the delay caused by Respondent.

The Court is not bound to accept without question a settlement such as this, but, at the same time, it does not desire to interpose a controversy where none appears to exist. **The joint stipulation submitted herein appears to be fair and reasonable, and we see no reason to question its validity or propriety.**

The Court hereby grants an award to Claimant in the amount of **\$36,383.00** as full and final satisfaction of this claim.

(No. 81-CC-1230—Claimant awarded \$2,853.75.)

**JOHN K. CARGILE, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed February 13, 1981.

Amended opinion filed April 10, 1981.

JOHN STAINTHORP, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA ANDINA, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*Claimant was entitled to back salary due to lapse of appropriation.* An award of **\$2,500.00** with deductions for certain employee contributions and withholdings was granted for back salary due to the lapse of appropriations for the period during which the debt was incurred.

CIVIL RIGHTS—*award previously entered for back salary was amended to represent damages for a tort.* The original opinion filed in the case was amended and the award was modified where the claim was not for lost wages but arose out of an alleged violation of the Claimant's civil rights for which a complaint was filed but for which the appropriated funds for payment had lapsed or for which there were no funds appropriated.

PER CURIAM.

This court finds that this claim is for back salary due to the lapse of the appropriation for the period during which the debt incurred, the same having been confirmed by the written report of the Department of Transportation.

After having reviewed the record in this matter including the joint stipulation of the parties, we find that Claimant is entitled to back salary in the amount of \$2500.00 plus employer contributions of **\$353.75** which should be disbursed by the comptroller and credited as follows:

<u>1671.25</u>	Claimant
<u>100.00</u>	State Employees Retirement System
<u>187.50</u>	State Employees Retirement System—State Contribution
<u>166.25</u>	State Employees Retirement System—State Contribution FICA
<u>166.25</u>	FICA Tax Fund
<u>62.50</u>	State Withholding Tax
<u>500.00</u>	Treasurer, State of Illinois—Federal Income Tax

It is, therefore, ordered that Claimant be and is hereby awarded the total employee benefit of \$2853.75 (two thousand eight hundred fifty-three and 75/100) to be disbursed and credited in accordance with our above finding.

AMENDED OPINION

ROE, C. J.

On February 13, 1981, this Court rendered an opinion granting an award of \$2,853.75, said sum representing \$2,500.00 in back salary plus and minus certain employer contributions and employee withholdings for a total employee benefit of \$2,853.75. Upon prompt notification given us by attorneys for both parties and our own independent examination of the claim, we find that the award in this case should represent damages for a tort. It was not a claim for lost wages but a settlement arising out of an alleged violation of Claimant's civil rights, for which a complaint had been filed in Federal district court. Because either the appropriated funds for payment had lapsed or there were no funds appropriated for payment of this type of matter, Claimant filed in this Court to collect the sum settled for. We approved the settlement but erroneously modified the award as described above.

We hereby amend our opinion of February 13, 1981, and order Claimant to be awarded the sum of \$2,500.00.

(No. 81-CC-1366—Claimant awarded \$2,385.40.)

COUNTY OF RANDOLPH, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed May 7, 1981.

WILLIAM A. SCHUWERK, JR., State's Attorney, for
Claimant.

PRISONERS AND INMATES—State was responsible for reimbursing county for habeas corpus petitions filed on behalf of inmates of correctional facility. An award was granted to county for expenses incurred when habeas corpus petitions were filed on behalf of inmates of State institutions located in the county.

POCH, J.

The record in this cause establishes that this is a claim by Randolph County for reimbursement for numerous petitions for writs of habeas corpus by inmates of institutions located in Randolph County, Illinois, which petitions were presented to the Circuit Court of Randolph County, Illinois, and that these petitions are filed by inmates who are not residents of Randolph County, State of Illinois, at the time of their commitment and were not committed by any Court of the County of Randolph.

The County of Randolph, Illinois, has situated within its borders the Chester Mental Health Center, and the Menard Correctional Center. Section 27.1 of Ill. Rev. Stat., ch. 25, par. 27.1 provides that the fee for the Clerk of the Circuit Court shall be \$40.00 as to each petition for writ of habeas corpus filed with such Clerk. There were thirty-four (34) of such writs filed on or subsequent to January 1, 1979. Section 8 of Ill. Rev. Stat., ch. 53, par. 8 provides that the fee of the State's Attorney shall be \$25.00 for each day actually employed in the hearing of a case of habeas corpus in which the People of the State of Illinois are interested. The total number of days was thirty-four (34). Section 1 of Ill. Rev. Stat., ch. 81, par. 81 provides that a fee of \$2.00 shall be charged for each civil case when a pleading is filed to defray the cost of the law

library, The total number of such filings was thirty-four (34).

Section 1 of Ill. Rev. Stat., ch. 65, par. 37 provides that the State of Illinois, through the Court of Claims, shall assume and pay to each county the necessary expenses incurred by it and its officers, either by means of service rendered or otherwise, by reason of court proceeding in such county involving petitions for writs of habeas corpus by such inmates as above alleged; that this claim is presented in accordance with said section of said statutes.

The claim of the County of Randolph against the State of Illinois for these necessary expenses as set forth above amounts to the sum of **\$2,385.40**.

It is hereby ordered that the Claimant, County of Randolph, be awarded, in full accord and satisfaction of any and all claims presented to the State of Illinois under the above captioned cause, the sum of **\$2,385.40** (two thousand three hundred eighty-five and **40/100** dollars).

(No. 81-CC-1475—Claimant awarded \$522,863.83.)

ELAINE PELTZ *et al.*, Claimants, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed May 6, 1981.

THOMAS JOHNSON, Legal Assistance Foundation of Chicago, for Claimants.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*funds* appropriated by the Department of Public Aid for benefits lapsed. An award was granted for benefits under the Department of Public Aid's Aid to the Aged, Blind and Disabled program, where the funds appropriated to the Department of Public Aid had lapsed for the period during which the debts were incurred.

PER CURIAM.

This cause coming on to be heard on the Stipulation by Respondent and the Court being fully advised in the premises; that **3,811** Claimants seek individual judgments in specified amounts as listed in exhibit "A" to their complaint; that such judgments, in the aggregate amount of **\$522,863.83**, consist of benefits for which they applied, but did not receive, under the Illinois Department of Public Aid's Aid to the Aged, Blind, and Disabled (AABD) Program between July 1, **1968** and April 16, **1971**; that this stipulation arises out of settlement of U.S. District Court litigation entitled *Jordan v. Quern*, **70 C 10** and that authorization for this expenditure can be found in Article III of the Public Aid Code (Ill. Rev. Stat. **1979**, ch. 23, par. **3—1** et seq.).

An investigation of this claim by the Illinois Department of Public Aid, hereinafter referred to as the Department determined that United States Government funds were made available to the State of Illinois for this expenditure and deposited in the State Treasury in the Federal Public Aid Trust Fund.

The amount due would have been paid in the regular course of business had the claim been presented to the proper office at the appropriate time.

The sole reason said claim was not previously paid is due to the fact that upon the lapse of the State Funds appropriated to the Department, for the period during which the debt was incurred, said Department refused to expend the Federal funds out of which this claim would normally have been paid, the same having been con-

firmed by the written report of the Department, a copy of said report being attached to the stipulation by Respondent.

It is therefore ordered that Claimants, Elaine Peltz, et al., be and are hereby awarded the sums specified in exhibit "A" of their complaint, in an aggregate amount of **\$522,863.83** (five hundred, twenty-two thousand, eight hundred sixty-three dollars and eight-three cents) to be appropriated out of and paid in accordance with the terms and conditions of the Federal Public Aid Trust Fund.

(No. 81-CC-1867—Claimant awarded \$78,910.00.)

SUBURBAN ELECTRIC Co., Claimant, **v. THE STATE OF ILLINOIS**,
Respondent.

Opinion filed June 11, 1981.

KALINICH, McCLUSKEY & MEHLING, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—award based on stipulation of parties as to damages was fair and reasonable. An award of \$78,910.00 which was the result of the stipulation of the parties as to the damages due to the Respondent's omissions resulting in delays in completing the agreed work was reasonable and fair and would be approved by the Court of Claims as a satisfactory settlement of the claim.

PER CURIAM.

The Claimant, Suburban Electric Co., seeks a recovery in the Court of Claims based upon a contract with the Capital Development Board.

The parties have entered into negotiations and have settled and compromised each of the issues and items of damages claimed by the Claimant. Based upon said negotiation the parties have executed a joint stipulation of facts as follows:

1. That this claim arises out of services performed by Claimant for the Capital Development Board in the Addison Specialized Living Center Construction project during the years of 1978, 1979 and 1980.

2. That as a result of various problems which arose between Respondent and its general contractor, the entire project was considerably delayed.

3. That the delay was unreasonable and not attributable to any act of the Claimant, but, rather, attributable to acts or omissions of Respondent.

4. That notwithstanding the delay, Claimant performed its services in accordance with the contract.

5. That as a direct result of the delay, Claimant incurred greater costs in the performance of its work than it would have if the delay had not occurred.

6. That both parties agree that the delay caused Claimant to suffer damages in the amount of \$78,910.00.

7. That both parties agree to the granting of an award in the amount of \$78,910.00 to Claimant, and that said award will constitute full and final satisfaction of the claim herein.

8. That Claimant, in receiving the above award, agrees to relinquish and waive any right to additional damages from Respondent incurred in its performance of the contract which is the subject of this claim.

9. That Claimant, by its acceptance of the above award furthermore releases Respondent from any further

liability arising out of or on account of the services performed under this contract.

10. That no other evidence, oral or written, will be presented to the court in this claim.

11. That both parties waive hearing and the filing of briefs.

The court has reviewed the facts set forth in the joint stipulation and considered the legal issues to be determined. It appears that the stipulation is accurate and that it has been entered into legitimately.

It also appears that the facts agreed upon are sufficient to sustain Claimant's cause of action and that the granting of an award would be fair and consistent with the findings.

While the court is necessarily limited, in its findings of fact, to those presented to it by the parties, it is not bound by a stipulation between the parties as to the amount to be awarded, just as it is not bound by such a stipulation in its findings of law.

It is the opinion of the court however that based upon the undisputed facts before it that the Respondent is liable to Claimant.

The court also is of the opinion that an award of \$78,910. (seventy eight thousand nine hundred ten dollars and no cents) is fair and reasonable based upon the negotiations settlement, and compromise of the parties.

It is hereby ordered the Claimant be and the same is hereby awarded the sum of \$78,910.00 (seventy eight thousand nine hundred ten dollars and no cents) in full and final satisfaction of the claim herein.

(No. 81-CC-2109—Claimant awarded \$20,000.00.)

LINDA ROBINSON, Special Administrator of the Estate of Sammie Lee Robinson, deceased, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed June 11, 1981.

KARLIN & FLEISHER, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

NATIONAL GUARD AND MILITIAMAN'S COMPENSATION ACT—award granted for death of Claimant's husband while on active military duty. The Claimant was granted an award for the death of her husband in an automobile accident while he was on active duty in the military in performance of his responsibilities as a military policeman for the Illinois Army National Guard.

PER CURIAM.

Linda Robinson, surviving spouse, brings this action as Special Administrator of the Estate of Sammie Lee Robinson, deceased pursuant to the provisions of the Illinois National Guardsman's and Naval Militiaman's Compensation Act (Ill. Rev. Stat. 1979, ch. 129, par. 401 *et seq.*) hereinafter 'The Act'. Claimant seeks to recover under the Act for the death of her husband, Private Sammie Lee Robinson, who died as the result of injuries sustained in the performance of his duty as a military policeman for the Illinois Army National Guard.

On September 7, 1979, the decedent was on duty as a military policeman, assigned to convoy traffic control. The decedent was riding in a jeep as a passenger, traveling southbound on 1-55 to the Joliet Training Area. The convoy was traveling 45 m.p.h., per Army Convoy regulations, when about 10:30 p.m., a civilian vehicle, also traveling southbound, crashed into the jeep in which the decedent was riding as a passenger. The jeep went off the road, crossing the center median, and rolled over twice. The driver was thrown clear of the jeep; however,

the decedent, and another passenger, were trapped inside.

On March 21, 1980, the decedent died. The cause of death being a combination of (a) anoxic encephalopathy; (b) cardio pulmonary arrest, and (c) vomiting and aspiration, all of which resulted from injuries sustained in the crash.

It is clear that the decedent died within one year of injuries sustained from an accidental cause, while on duty as an Illinois Army National Guardsman. Further, that the death was not a result of the willful misconduct or intoxication of the guardsman.

The sole remaining issue before the court is whether Private Robinson was on active military duty pursuant to orders of the President of the United States. This point was addressed square by the Court in *Gasper v. State of Illinois*, 25 Ill. Ct. Cl. 186. In *Gasper* the Court held that a guardsman who suffers a fatal accident, while performing a duty assigned to him by a commissioned officer of the Illinois National Guard (whose authority was granted to him by the Commander-in-Chief (Governor)), while classified under "Inactive Duty Training" status (Section 502, Title 32, U.S.C.) was entitled to recovery.

In the instant case, Respondent has submitted under our Rule 14, a letter dated September 11, 1979, by Capt. Ray Norris, Commander of the Detachment 1, 33d Infantry Brigade, Illinois Army National Guard. In this letter, Capt. Norris states that he authorized the convoy in which Private Robinson suffered the injuries. Capt. Norris further notes that Private Robinson was entitled to pay under Section 502, Title 32, U.S.C.

Thus, under *Gasper*, *op. cit.*, Private Robinson does fall within ambit of the Act.

The court, after reviewing decedent's claim, and the Report of the Attorney General, finds sufficient evidence to determine that this claim is compensable under the Act. Accordingly,

It is hereby ordered that the sum of \$20,000.00 (twenty thousand dollars) be, and hereby is awarded Linda Robinson, surviving spouse, and Special Administrator of the Estate of Sammie Lee Robinson, decedent.

(No. 81-CC-2584—Claim denied.)

ARLEANIA ALLEN, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed June 29, 1981.

DAVID S. POCHIS, LTD. (ALAN D. KATZ, of counsel),
for Claimant.

HIGHWAYS AND STREETS—*State was not responsible for pot hole which caused accident.* The Claimant was denied recovery for the injuries suffered in an automobile accident allegedly caused by a pot hole in the highway as the maintenance of the particular highway was the responsibility of the City of Chicago, not the State of Illinois, and the State cannot be held responsible under the theory of *respondeat superior* for the negligent acts of a city or its employees.

POCH, J.

This matter coming to be heard upon Respondent's motion for summary judgment, due notice having been given, and the Court being fully advised in the premises, the Court finds as follows:

The instant complaint alleges that Claimant was injured in an automobile accident on Highway U.S. Route 41, at 7050 South in the City of Chicago, on May 19, 1979. It is further alleged that the accident resulted from Claimant's vehicle hitting a large hole in the highway

and that the presence of said hole was due to the negligence of Respondent in its duty to maintain the highway.

Respondent asserts that at the time in question, the portion of the highway where the accident occurred was the maintenance responsibility of the City of Chicago. In support of its assertion, Respondent submitted an affidavit by the Safety and Claims Manager of the Illinois Department of Transportation to this effect, and a copy of the maintenance agreement between the State and the City of Chicago. Respondent argues in its motion that the City of Chicago acted as an independent contractor in operating and maintaining the highway, that any negligence in this regard is attributable solely to the City of Chicago, and that the State cannot be held liable under the theory of respondeat superior for the negligent acts of the City or its employees.

In claims against the State, the doctrine of respondeat superior places liability upon the State itself for the acts of its employees or agents which are controlled or supervised by the State. It is apparent from the maintenance agreement between the State and the City of Chicago that the operation and maintenance personnel were neither State employees nor agents which the State controlled or supervised. On the contrary, the agreement supports Respondent's contention that the City of Chicago was an independent contractor. Under these circumstances, there can be no liability on the part of the State. In this instance, the theory of respondeat superior would serve only to hold the City of Chicago liable for the negligence of its own employees rather than the State.

It is hereby ordered that summary judgment be granted in favor of Respondent and that this claim be, and the same is, hereby denied.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT

Where a claim for compensation filed pursuant to the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat., ch. 48, par. 281 *et seq.*, within one year of the date of death of a person covered by said Act, is made and it is determined by investigation of the Attorney General of Illinois as affirmed by the Court of Claims, or by the Court of Claims following a hearing, that a person covered by the Act was killed in the line of duty, compensation in the amount of \$20,000.00 shall be paid to the designated beneficiary of said person or, if none was designated or surviving, then to such relative(s) as set forth in the Act. The following reported opinions include all such claims resolved during fiscal year 1981.

OPINIONS PUBLISHED IN FULL FY 1981

(No. 00174—Claimant awarded \$20,000.00.)

In re APPLICATION OF MARY FEEHAN.

Opinion filed October 1, 1980.

RICHARD ROCHESTER, for Claimant.

WILLIAM J. SCOTT, Attorney General, for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am— award granted to surviving spouse of sheriff's investigator who died of heart attack.* The death of the Claimant's husband as the result of a heart attack was compensable and an award was granted under the provisions of the Law Enforcement Officers and Firemen Compensation Act where the evidence established that the decedent, a sheriff's investigator, suffered the fatal heart attack at the culmination of a period of time during which he worked extraordinarily long hours performing stressful duties.

PER CURIAM.

The applicant, Mary Feehan, seeks compensation for benefits under the provisions of the Law Enforcement Officers and Firemen Compensation Act, Ill. Rev. Stat., ch. 48, par. 281 et seq. as a result of the death of her husband, Terry Wayne Feehan, on March 26, 1979.

There is no designation of beneficiary form on file with either the Court or the Attorney General regarding this matter. In this situation Section 3(a) of the Act provides that the surviving spouse of the deceased is entitled to the entire award if the Court finds that an award should be made. Mrs. Feehan therefore properly appears in the Court of Claims seeking said award.

Decedent was employed as an investigator by the Mercer County Sheriff's Police in Aledo, Illinois. On March 26, 1979, he was discovered unconscious in a restroom on the third floor of the Mercer County Courthouse. He was pronounced dead by the county coroner at 12:30 p.m. The cause of death was determined to be a cardiac arrest due to a **left** coronary occlusion and premature atherosclerosis.

Section 3 of the Act states in pertinent part that if a claim therefor is made within one year of the date of death of the law enforcement officer killed in the line of duty, compensation in the amount of \$20,000 shall be paid to the proper claimant. There is no question that Mrs. Feehan complied with all the procedural requirements of the Act. A hearing was held to determine if this claim met the other requirements for compensation.

At the hearing the parties made arguments citing *Georgan v. State* (1973), 28 Ill. Ct. Cl. 408. We recently had occasion to comment on that case. See *In Re Parchert*, Case No. 00151, filed August 18, 1980. In that case the claim was denied because the decedent did not

fall within the statutory definition of a law enforcement officer due to the purely clerical duties his job entailed. He did not have a position involving the enforcement of the law and the protection of the public interest at the risk of his life. In the case at bar Mr. Feehan did hold such a position. The records of the sheriff of Mercer County, which were admitted into evidence, clearly indicate Mr. Feehan routinely performed functions which would bring his position within section 2(a) of the Act, the definition of a law enforcement officer.

Having found Mr. Feehan to have been a law enforcement officer, we turn to the second issue raised in this case: whether or not Mr. Feehan was killed in the line of duty as required by section 3 of the Act. Section 2(a) defines “killed in the line of duty” as losing one’s life as a result of injury received in the active performance of duties as a law enforcement officer if death occurs within one year from the date the injury was received and if that injury arose from violence or other accidental cause. The fact that the cause of death is a heart attack is not a bar to compensation as this Court has many times granted an award in such situations in the past.

Cases involving heart attacks do comprise the most difficult of the claims made, however, a heart attack can be the result of a myriad of causes or a single event. A bad heart condition may exist for a long period of time before an event triggers a heart attack or it may occur very suddenly. It is rare, if ever, one can say for a legal certainty that one certain event caused a certain heart attack. The Court recognizes this, and it recognizes that police work involves stress and strain which can lead to heart attacks. In the past the Court has taken this into account while still adhering to a literal administration of the Act. *Parchert, supra*.

In cases involving heart attack victims we therefore

look to the circumstances and events of the decedent's life leading up to the death. In so doing we need not limit our examination to a single stressful or strenuous event such as in *Burgholzer* (1973), 28 Ill. Ct. Cl. 406, *McBurney* (1972), 28 Ill. Ct. Cl. 404, or *O'Neill* (1973), 29 Ill. Ct. Cl. 529. While the heart attack must have been a result of the active performance of duty, in certain cases it becomes relevant to look at circumstances and events further preceding the death than those occurring solely on the day of the heart attack as far as is practical and not overly remote. A pattern of exigent circumstances may in some cases have a cumulative effect of leading up to and resulting in a heart attack. This is a difficult determination to make but one which nevertheless must be made in administering the Act without the benefit of clear and concise standards and in taking into account the physiological realities of heart attack causation. Such is the situation presented in the case at bar.

The sequence of events leading up to Mr. Feehan's death is not precisely clear from the evidence and testimony. The following is what we find to have transpired. Looking at Mr. Feehan's recent work history we find that he put in an extraordinary amount of overtime in the active performance of stressful police duties way beyond a normal forty hour work week. For the month of January, 1979 he worked a total of **243** hours. In February, 1979 he worked 211 hours. At the time of his death in March of 1979 he had already put in 186 hours for that month. Although the records tend to indicate that he was supposed to be off during the weekends, it is also apparent from the records, that he was on call should anything arise and did get called out from time to time. During one 72 hour period shortly before his death he worked **47** hours. At one point in that stretch of time he worked over 19 consecutive hours out of necessity

due to exigent circumstances. That work consisted of investigating crimes committed and about to be committed, making arrests, performing searches, and conducting surveillance and stakeouts in connection with a burglary and drug dealing.

On the day of his death Mr. Feehan began duty at 7:45 a.m. That morning he traveled outside the county to deliver evidence seized to a crime lab for analysis. Upon returning to the county he was called in to testify at a hearing in a burglary case that he had handled. He was previously unaware that he would have to testify that day. He completed his testimony at approximately 11:35, having been on the stand for approximately 30 minutes, and apparently left the courtroom for the restroom where he died shortly thereafter.

We find that the specific facts in this case as set forth above constitute a compensable claim under the Act in that recent exigent circumstances involving extraordinarily long hours spent in the active performance of stressful duties had the cumulative effect of resulting in death of Mr. Feehan while he was in the active performance of duty. In conjunction with said find we further find that such facts constitute injury arising from violence and other accidental cause.

Having found that the proof submitted in support of this claim satisfies all requirements of the Act, we hereby order the sum of \$20,000.00 be awarded to Mary Feehan, wife of the deceased law enforcement officer, Terry Wayne Feehan.

(No. 00179—Claimant awarded \$20,000.00.)

In re APPLICATION OF MARGARET WOODWORTH.

Opinion filed February 13, 1981.

HENDRIX & LIERMAN (CHARLES W. HENDRIX, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Act—*death of civil defense worker as result of heart attack was compensable. The surviving spouse of a civil defense worker who suffered a heart attack and died while he was actively performing his assigned duties of aiding a motorist stuck in a snowbank during an emergency blizzard situation was compensable under the provisions of the Law Enforcement Officers and Firemen Compensation Act.*

ROE, C. J.

This claim arises out of the death of Charles Eugene Woodworth, a member of the Civil Defense Corps of Tolona, Illinois. The decedent's widow seeks compensation pursuant to the provisions of the "Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act" (the Act). (Ill. Rev. Stat., ch. 48, par. 281 *et seq.*). The Claimant is the widow of the decedent as indicated by the verified application for benefits and a copy of the marriage certificate attached to the report of the Attorney General.

On January 24, 1979, the decedent was called up to participate in a training exercise conducted by the Tolona Civil Defense Corps during a heavy snowstorm. While responding to a call from the supervisor of the exercise to aid a motorist who was stuck in a snowbank, the emergency vehicle driven by the decedent became stuck in a ditch. While his co-worker attempted to extricate his

vehicle with a tow truck, the decedent suffered a heart attack and died. The cause of death was coronary thrombosis.

This court has on previous occasions considered other cases involving heart attacks and whether such deaths are compensable under the Act. The test has been whether the decedent lost his life as a result of injury arising from an accidental cause received in the active performance of his duties. *In re Application of Parchert*, No. 00151, decided June 4, 1980.

Applying that standard in the instant claim, this court finds that the heart attack causing death arose while Woodworth was actively performing his assigned duties as a civil defense worker. As set forth in *Parchert*, coverage under the Act is not limited to healthy policemen, firemen, or other covered persons.

The Act is concerned with providing additional compensation to those certain members of the public who perform services on behalf of governmental agencies which benefit the public as a whole. Here Mr. Woodworth responded to a request by the local Civil Defense Director to participate in an exercise of the Emergency Services & Disaster Agency to aid the motoring public in an emergency blizzard situation. Having voluntarily given of his time, Woodworth was stricken with a fatal heart attack while responding to a call to aid a trapped motorist. Under these circumstances, we find this claim is compensable under the Act.

It is hereby ordered that the sum of \$20,000.00 (twenty thousand dollars) be, and hereby is awarded to Margaret Woodworth, widow of Charles Eugene Woodworth, decedent.

(No. 00187—Claim denied.)

MARY McINERNEY, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed August 15, 1980.

MARY McINERNEY, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (HENRY H. CALDWELL, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Act—*claim for death of police officer due to cerebral hemorrhage denied.* A police officer who became ill while on duty and was excused and thereafter suffered a cerebral hemorrhage at his home did not lose his life as a result of an injury received in the active performance of his duties as a law enforcement officer and the cause of death did not arise from violence or accidental causes, therefore he was not “killed in the line of duty” for purposes of the Law Enforcement Officers and Firemen Compensation Act and the claim filed by his surviving spouse was denied.

PER CURIAM.

This claim arose from the death of a police officer employed by the Chicago Police Department, Chicago, Illinois. The Claimant seeks payment of compensation as the decedent’s beneficiary pursuant to the provisions of the “Law Enforcement and Firemen Compensation Act”, (hereafter, the Act). Ill. Rev. Stat. 1977, ch. 48, par. 281 *et seq.*

The court has carefully considered the application for benefits submitted on the form prescribed and furnished by the Attorney General, a written statement of the decedent’s supervising officer, and a report by the Illinois Attorney General’s office. Based on these documents, the court finds as follows:

1. That the Claimant, Mary McInerney, is the wife and designated beneficiary of the decedent.

2. That the decedent George W. McInerney, was a Chicago police officer assigned to major accident in-

vestigation section and was also on active reserve during the fire department strike at this time, and was so employed on February 26, 1980.

3. That on said date, decedent had commenced work at 6:30 a.m. The statement of the supervising officer of the decedent indicates that Mr. McNerney became ill at his desk and was excused from duty at 11:30 a.m. No injury, however, was suffered by deceased while on duty on this date. He apparently became violently ill upon getting into his personal vehicle, vomited and temporarily lost consciousness. This occurred at least one more time before his arrival at his home. Shortly after his arrival home, an ambulance was summoned and Officer McNerney was taken to the hospital. His death followed on February 27, 1980. The medical certificate of death shows that the immediate cause of death to be a massive cerebral vascular hemorrhage due to, or as a consequence of, hypertension the deceased had suffered for six years.

4. That the death of George W. McNerney did not stem from circumstances which involved loss of life as a result of injury received in the active performance of duties as a law enforcement officer. Furthermore, the injury which led to the death of the deceased did not arise from violence or accidental causes. Therefore Officer McNerney was not "killed in the line of duty" as defined in Section 2(e) of the Act.

We find therefore:

a) that Officer McNerney was not killed in the line of duty as defined in 2(e) of the Act, and

b) that the proof submitted in support of this claim does not satisfy the requirements of the Act, and the claim is therefore not compensable thereunder.

It is hereby ordered that the claim of Mary McInerney as wife of the deceased police officer, George W. McInerney, be denied.

(No. 00192—Claim denied.)

NORMA J. WIERCIAK, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 23, 1981.

LECHIEN AND ASSOCIATES, LTD., for Claimant.

TYRONE C. FAHNER, Attorney General (HENRY H. CALDWELL, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am—fatal heart attack suffered by police detective was not compensable.* The claim filed by the surviving spouse of a police detective who died as a result of a heart attack suffered while he was sitting at his desk was denied as the death did not result from an injury received in the performance of duties as a law enforcement officer, nor did the death arise from violence or an accidental incident.

PER CURIAM.

This claim is before this Court by reason of the death of Edward Wierciak, formerly a Detective Sergeant employed by the City of East St. Louis, and who died while on duty on January 4, 1980. The Claimant seeks payment by way of an application for benefits under Ill. Rev. Stat. 1979, ch. 48, par. 281, *et seq.*

The application for benefits shows that decedent was found at his desk about 8:32 a.m. on January 4, 1980, seated at his desk lying face down on top of the desk. He

was removed to St. Mary's Hospital, was given emergency treatment there to no avail. The officer was pronounced dead of a heart attack.

The court has given careful consideration to the report of the Attorney General of Illinois and to the application for benefits. The Attorney General of Illinois has recommended that we deny the application.

Colonel Morrison, supervising officer, prepared a statement to the effect that decedent, Detective Stewart, and Detective Brinkley were in the investigation section of the police department. They heard loud grunts coming from Detective Wierciak's office, and observed him seated at his desk but lying face down on the desk. Attempts to revive decedent failed, and he was removed to St. Mary's Hospital as we have noted.

The application for benefits shows death to have been caused by a heart attack. The application reads, in part, at page 2:

"* * * This injury was a result of prolonged stress and anxiety of being a police officer."

It should be noted that there is nothing in the application to show any injury, or other unusual force which might cause a heart attack. The decedent was seated at his desk when the attack was observed by his fellow officers.

The Act (Ill. Rev. Stat. 1979, ch. 48, par. 281 *et seq.*) controls. Section 2(e) of the Act reads:

"(e)killed in line of duty means losing one's life as a result of injury received in the active performance of duties as a law enforcement officer or fireman if the death occurs within one year from the date the injury was received and if that injury arose from violence or other accidental causes * * *."

Claimant's application for benefits makes no reference to an act of violence as a cause of death, nor does it make any reference to an injury arising from an accident incurred in line of duty.

Recently, this court filed its opinion in *McInerney v. State of Illinois*, No. 00187, on August 15, 1980, denying an application for benefits. In that claim, it appeared that death of the officer, who became ill at his desk, was the result of a cerebral hemorrhage arising from hypertension covering a period of six years. In the application now under judgment, it must be observed that Detective Wierciak's death was markedly similar to the death of Officer McInerney, especially to the cause of death, and, by reason of the lack of any violence or injury which could be considered to be an effective cause of death.

Accordingly, we find:

1. That Norma J. Wierciak is the widow of Detective Edward Wierciak of the East St. Louis Police Department.

2. That decedent was on duty on January 4, 1980.

3. That on that date, decedent had commenced work at 8:00 a.m. and died about 8:32 a.m. in St. Mary's Hospital from a heart attack described as an acute myocardial infarction and as a coronary arteriosclerotic heart disease, caused by prolonged stress and anxiety.

4. That Detective Wierciak's death was not the result of loss of life from an injury received in the performance of duties as a law enforcement officer and, that the injury causing death did not arise from violence or an accidental incident.

We find therefore:

a) that Det. Wierciak was not killed in the line of duty as defined in section 2(e) of the Act;

b) that the proof submitted in support of this claim does not satisfy the requirements of the Act, and the claim herein is not compensable thereunder.

It is hereby ordered that the claim of Norma J. Wierciak be denied.

(No. 81-CC-1616—Claimant awarded \$20,000.00.)

BERNICE KOLTZ, mother of **RANDALL ALAN BLANK**, deceased,
Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed April 17, 1981.

BERNICE KOLTZ, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (**FRANCIS M. DONOVAN**, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Act— award granted for designated beneficiaries of police officer killed during struggle with suspect. Benefits under the Law Enforcement Officers and Firemen Compensation Act were awarded to the designated beneficiaries of a police officer who was shot and killed during a struggle with a suspect.

PER CURIAM.

This claim arises out of an application for benefits filed by Bernice Koltz, mother of Randall Alan Blank, deceased, under the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (the Act, Ill. Rev. Stat. 1979, ch. 48, par. 281, *et seq.*)

On December 31, 1980, at 12:33 a.m., the decedent was shot during a struggle with a suspect. At said time, the decedent was on duty as a patrolman with the City of Rockford Police Department.

The Attorney General states that the death of Officer Blank is compensable under the Act and recommends

the disbursement of the benefits according to the wishes of the officer pursuant to his designation of beneficiary form. We concur.

The officer's form lists three beneficiaries Bernice Koltz, David Blank and Diane Blank all of whom reside at **2213** Holmes in Rockford, Illinois. Their respective shares were designated as **7018, 1518**, and 1518

It is hereby ordered that the \$20,000.00 (twenty thousand and 00/100 dollars) in benefits under the Act be awarded on account of the death of Officer Randall Blank who was shot and killed in the line of duty and be disbursed as follows:

Bernice Koltz	\$14,000
David Blank	\$ 3,000.00
Diane Blank	\$3,000.00
TOTAL AWARD	\$20,000.00

(No. 81-CC-1752—Claimant awarded \$20,000.00.)

IRENE E. GIPSON, widow of **RICHARD F. GIPSON**, deceased, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed March 17, 1981.

IRENE E. GIPSON, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (**FRANCIS M. DONOVAN**, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Am— award granted for death of police officer who suffered heart attack while struggling with offenders. The claim filed by the surviving spouse of a police officer

who suffered a fatal heart attack while subduing alleged offenders was granted, as the evidence established that the heart attack was caused by stress related to the performance of his duties as a police officer.

SAME—award distributed to beneficiaries named on form signed by decedent. The award of benefits under the Law Enforcement Officers and Firemen Compensation Act was distributed to the beneficiaries named in the form which was signed by the deceased officer, notwithstanding the claim of the surviving spouse that she was the designated beneficiary, as no copy of such a beneficiary form was found.

ROE, C. J.

This claim arises out of the death of Richard F. Gipson, an officer with the City of Chicago Police Department. The decedent's widow seeks compensation pursuant to the provisions of the "Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics & Firemen Compensation Act" (the "Act"), Ill. Rev. Stat., ch. 48, par. 281, *et seq.* The verified application for benefits shows that Irene Gipson was married to the decedent at the time of his death.

On February 4, 1981, Officer Gipson reported for duty at 7:00 a.m. at O'Hare Field. At approximately 11:30 a.m. that morning, he was requested to aid in the investigation of a possible theft by fraud in the purchase of two airline tickets. After sufficient facts had been elicited to show the existence of a fraud, one of the alleged offenders attempted to destroy evidence and Officer Gipson intervened. In the ensuing struggle, the officer was knocked to the ground where he remained during the apprehension of the alleged offenders. Efforts to revive Gipson by emergency medical personnel failed. He was pronounced dead by Dr. Ney at Resurrection Hospital in Chicago.

The certificate of death by the Cook County Medical Examiner listed the cause of death as:

"Occlusive coronary atherosclerotic heart disease *in association with stress.*"
(Emphasis added)

This court has on many prior occasions reviewed applications for benefits where the decedent died from heart related maladies while on duty. Each case has been decided on its own merits with the significant factor being the nexus between the duties being performed at the time and the ensuing heart condition. There is no hard and fast rule that can be laid down for these types of cases.

In the instant case, however, the facts are clear that the stress mentioned in the certificate of death are those peculiar to a law enforcement officer's performance of his duties. The decedent, unlike the average person, had a duty inherent in his job to prevent the destruction of evidence. In the active performance of that duty, Officer Gipson died.

Therefore, we hold that this application falls within the parameters of the Act and an award should be entered.

The remaining consideration involves who should receive the benefits. In her application, the widow indicates that she was the designated beneficiary of her husband. However, no copy of the designation of beneficiary form was attached to the application. In his report, the Attorney General has indicated that Officer Gipson had designated his wife and daughter as co-beneficiaries to share equally under the Act. The designation form attached to the report is dated January 8, 1970 and appears to have been signed by Officer Gipson. Based on the aforesaid facts, this court will award the benefits as desired by the decedent.

It is therefore ordered that \$20,000.00 be, and the same hereby is, awarded to the following persons in the amounts indicated pursuant to the Act and the expressed wishes of the decedent:

Irene E. Gipson 6539 North Sayre Avenue Chicago, Illinois 60631	\$10,000.00
Gail Facchini 5301 North Melvina Chicago, Illinois 60630	10,000.00
TOTAL AWARD	\$20,000.00

(No. 81-CC-2079—Claimant awarded \$20,000.00.)

In re APPLICATION OF BONNIE MAROUSEK.

Opinion filed June 11, 1981.

BONNIE MAROUSEK, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am— award granted for police officer who suffered heart attack while engaged in physically lifting a victim into a police vehicle.* The death of a police officer due to a heart attack suffered while he was physically lifting a victim into a police vehicle was compensable under the provisions of the Law Enforcement Officers and Firemen Compensation Act as the determining factor was that the decedent had engaged in physical activity which brought on the fatal heart attack.

PER CURIAM.

This claim arises out of the death of Robert E. Marousek, Sr., a police officer for the City of Chicago. The decedent's widow seeks compensation pursuant to the provisions of the "Law Enforcement Officers and Firemen Compensation Act" (the Act) (Ill. Rev. Stat.,

1979, ch. 48, par. 281 *et seq.*). The Claimant is the widow of the decedent as indicated by the verified application for benefits and as noted on the death certificate attached to the report of the Attorney General.

On February 28, 1981, the decedent was on duty, responding to a man down call at 15 South Aberdeen, Chicago, Ill. Upon arriving at the scene, Officer Marousek and his partner, Officer Kent, found the man down to be D.O.A. Whereupon Officers Marousek and Kent loaded the victim onto a stretcher and placed it into the police vehicle to be taken to the nearest hospital.

After placing the victim into the vehicle, Officer Kent turned around and saw the decedent collapsed on the ground. Officer Marousek was pronounced D.O.A. at the University of Illinois Hospital of arteriosclerotic heart disease. Investigation by the Attorney General indicates that the decedent had a 'flawless' medical history and no prior history of heart disease.

This court has on previous occasions considered other cases involving heart attacks and whether such deaths are compensable under the Act. The test has been whether the decedent lost his life as a result of injury arising from an accidental cause received in the active performance of his duties. In re *Application of Parchert*, No. 00151, decided June 4, 1980.

Applying that standard in the instant claim, this court finds that the heart attack arose while Marousek was actively performing his assigned duties as a police officer.

The Act is concerned with providing additional compensation to those certain members of the public who perform services on behalf of governmental agencies which benefit the public as a whole. Here, Mr. Marousek had responded to a call to assist a man down. His heart

attack apparently resulted from the exertion of lifting the victim into the police vehicle. On the facts, this is a close case, the determining factor being that the decedent had engaged in physical activity which brought on the fatal result. Had the decedent been engaged in a passive activity, such as sitting at a desk, or standing, this court may well have reached a different conclusion. Under these circumstances, we find this claim is compensable under the Act.

It is hereby ordered that the sum of \$20,000.00 (twenty thousand dollars) be, and hereby is awarded to Bonnie Marousek, widow of Robert E. Marousek, Sr., decedent.

**LAW ENFORCEMENT OFFICERS AND
FIREMEN COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL
FY 1981**

Where the Attorney General's investigation determines that claim is within the scope of Act claim will be allowed.

00182	Eleanor Perkins	\$20,000.00
00183	Mary Ann Hanley	20,000.00
00186	Floyd Johnson	20,000.00
00188	Cynthia Doering	20,000.00
00189	Irene Murney	Dismissed
00190	Margaret Serrine	20,000.00
00193	Freda Hartman	Denied
00194	Leona Balcer	Denied
00195	Clarence Hedge	Denied
00196	Kendra Palumbo	20,000.00

**CASES IN WHICH ORDERS OF
DISMISSAL WERE ENTERED
WITHOUT OPINIONS
FY 1981**

6367 Dennis O'Donnell
6570 Miguel Ortiz, Jr.
73-CC-0174 Rosalyn Ocher
74-CC-0774 Chicago, Rock Island & Pacific Railroad Co.
75-CC-0094 Charles David Lewis
75-CC-0586 Marzell Reed
75-CC-1393 Ofelia Maldonado
75-CC-1468 Edward Bardach
76-CC-0041 Air Illinois, Inc.
76-CC-0051 Air Illinois, Inc.
76-CC-0070 Robert J. Reitz
76-CC-0071 Anthony Schargorodsky
76-CC-0164 Herbert E. Wilhelm
76-CC-0215 John W. Hoyne
76-CC-0347 Pasquale & Nellie Stabile
76-CC-0447 Nancy Kieffer
76-CC-0704 Alice McAllister
76-CC-1022 Carney General Contractors, Inc.
76-CC-1188 Young's, Inc.
76-CC-1292 John Russell Davis
76-CC-1558 Health & Hospitals Governing Commission of Cook
County
76-CC-1613 General Casualty Co. of Wisconsin
76-CC-1616 Stella Milerowski
76-CC-1767 Mount-Whitnel Funeral Home
76-CC-1811 Barnes Hospital
76-CC-1882 Firmin Desloge Hospital
76-CC-1900 Thomas J. Deizman
76-CC-1951 Judith M. Markert
76-CC-2070 Dawsons Home Center
76-CC-2206 Barnes Hospital
76-CC-2219 Illinois Bell Telephone Co.
76-CC-2290 Rock Island Franciscan Hospital
76-CC-2523 Trans World Airlines, Inc.
76-CC-2537 Gundlach, Lee, Eggmann, Boyle & Roessler
76-CC-2542 Curtin Matheson Scientific, Inc.

- 76-CC-2628 Geraghty Construction Co.
76-CC-2652 Bernard Myles
76-CC-2669 Jean Spina
76-CC-2796 American Franklin Co.
76-CC-2838 E-Z Rental Center
76-CC-2994 Clarida Carpenter
76-CC-3048 Edith Harrison
76-CC-3078 Pearce Hospital Foundation
76-CC-3109 Helen Wilfinger
76-CC-3115 Katondria Evans
76-CC-3180 Drug Abuse Council, Inc.
76-CC-3189 Illinois Power Co.
76-CC-3226 Dunn Paint Co., Inc.
77-CC-0040 Uptown Drugs, Inc.
77-CC-0069 Richard C. Shepherd
77-CC-0128 Sears, Roebuck & Co.
77-CC-0166 Rita Asell Courson
77-CC-0189 Scott M. Dawkins
77-CC-0237 P. N. Hirsch & Co.
77-CC-0280 John Falvey
77-CC-0388 Sheldon Judson
77-CC-0393 James D. Staff
77-CC-0417 Health & Hospitals Governing Commission of Cook
County
77-CC-0429 James E. Stephens
77-CC-0469 Central Illinois Public Service Co.
77-CC-0528 L. K. Williams, M.D.
77-CC-0583 Metropolitan School District of Washington
77-CC-0608 Gaymar Industries, Inc.
77-CC-0612 George Thomas Green, Jr.
77-CC-0629 St. Lawrence Hospital
77-CC-0660 Springfield Clinic
77-CC-0670 Robert L. Echols
77-CC-0763 John Cobetto
77-CC-0818 Hope P. Siegrist
77-CC-0821 Hugh Joseph
77-CC-0881 Paul Gates
77-CC-0884 Russell Bilderback
77-CC-0988 Foster G. McGaw Hospital
77-CC-1080 Terry Calvert
77-CC-1125 Foster G. McGaw Hospital
77-CC-1206 St. Mary's Hospital

- 77-CC-1267 Bryant Shockley
77-CC-1303 Frank Hicks
77-CC-1348 Grandview Manor, Inc.
77-CC-1349 Montbello Manor Corp.
77-CC-1408 Foster G. McGaw Hospital
77-CC-1461 William C. Barker
77-CC-1587 Mary M. Baehr
77-CC-1608 Brokaw Hospital
77-CC-1668 Letha Orban
77-CC-1674 Empire Gas Inc. of Jacksonville
77-CC-1680 James Lindell Terry
77-CC-1714 Pilar G. Lopez Fernandez
77-CC-1737 Foster G. McGaw Hospital
77-CC-1738 Foster G. McGaw Hospital
77-CC-1740 Honorable David L. Hart
77-CC-1743 Stanley M. Walker
77-CC-1748 Leon Moore
77-CC-1783 Foster G. McGaw Hospital
77-CC-1791 Donald Galloway
77-CC-1797 Robert A. Grandi
77-CC-1798 Louise (Parker) Bowman
77-CC-1816 County of Cook
77-CC-1828 Honorable C. R. Gardner
77-CC-1831 American Hospital Supply Corp.
77-CC-1866 Paul A. Keller
77-CC-1912 Lucille E. Foster
77-CC-1984 Leona Lawler
77-CC-1990 Charles W. Hoffman, M.D., F.A.C.S.
77-CC-2004 Dr. M. W. Albert
77-CC-2068 John Cobetto
77-CC-2145 Blanche Pinsker
77-CC-2151 Amberlina F. Wicker
77-CC-2181 Minda Minor
77-CC-2190 David R. Slaght
77-CC-2206 Elverta Kimple
77-CC-2214 Xerox Corp.
77-CC-2231 Larnell Bills
77-CC-2275 Youth Opportunities Unlimited, Inc. Transitional Center
77-CC-2278 George W. Maple
77-CC-2280 MacNeal Memorial Hospital Association
77-CC-2301 Laura Klein
77-CC-2309 Edward L. Eyerman, M.D.

77-cc-2324	Merlin Wessels
77-CC-2336	Edward Johnson
77-CC-2361	Ellen B. Gray
77-CC-2387	Ramada Inn
77-CC-2389	Mary L. Moore
77-CC-2405	Marilyn Okon
77-CC-2442	Wilma Alexander
77-CC-2452	Steven Baker
77-cc-2455	Vniller Logan
77-CC-2511	Rafael Mendez
77-CC-2563	Ronald P. & Sheri Shaw
78-CC-0002	Riechmann Truck Service
78-CC-0090	Anna Dickerson
78-CC-0097	Hanover Wholesale
78-CC-0133	Howard Ellison
78-CC-0161	Grace G. Schlesinger
78-CC-0172	Fosco Fabricators, Inc.
78-CC-0271	Science Research Associates, Inc.
78-CC-0294	Foster G. McGaw Hospital
78-CC-0296	Foster G. McGaw Hospital
78-CC-0298	Foster G. McGaw Hospital
78-CC-0299	Foster G. McGaw Hospital
78-CC-0363	Robyn Ford
78-CC-0411	IBM
78-CC-0423	Steven Sparks
78-CC-0459	Alex Henderson
78-CC-0470	John Reese
78-CC-0515	Ronald Nuckles
78-CC-0590	Albert Stanko
78-CC-0606	Richard M. Adams
78-CC-0615	Catherine F. Wanagas
78-CC-0626	Harry John Hicks
78-CC-0640	Donald J. Cullon
78-CC-0654	Mary J. Hall, R.N.
78-CC-0766	Kathryn A. & Heather A. Morgason
78-CC-0814	Tom Cangelosi
78-CC-0839	Dwayne Jenkins
78-CC-0903	Richard Ahlback
78-CC-0933	Berschens of Madison, Inc.
78-CC-0970	Maxwell Rife, Jr.
78-CC-0973	Mansion View Lodge, Inc.
78-CC-0976	Mansion View Lodge, Inc.

78-CC-0978 Mansion View Lodge, Inc.
78-CC-0988 Mansion View Lodge, Inc.
78-CC-0990 Debbie Pietrzak
78-CC-0996 James Palmer
78-CC-1009 W. Raymond Ahrberg
78-CC-1017 Hal Barger
78-CC-1059 William Smith & P. E. Thomas
78-CC-1066 Thomas M. Bell
78-CC-1073 Willie Irvin
78-CC-1075 Samuel J. Betar
78-CC-1078 William M. Rogers
78-CC-1085 Methodist Medical Center
78-CC-1106 Foster G. McGaw Hospital
78-CC-1110 Foster G. McGaw Hospital
78-CC-1111 Foster G. McGaw Hospital
78-CC-1150 Mercy Center for Health Care Services
78-CC-1151 Mercy Center for Health Care Services
78-CC-1165 Sister of the Third Order of St. Francis
78-CC-1204 William D. & Esther L. Penn
78-CC-1226 Rodney R. Feazel
78-CC-1227 Michael Robinson
78-CC-1270 NHS Pharmacy, Inc.
78-CC-1278 William E. Cihak
78-CC-1329 Jose Manuel Rodriguez
78-CC-1333 Brokaw Hospital
78-CC-1351 James Garrett
78-CC-1388 Richard P. Watson
78-CC-1396 P. N. Hirsch & Co.
78-CC-1407 Garry Becker
78-CC-1434 Wesley Cline
78-CC-1435 Earnestine Branch
78-CC-1442 Sam Cooley
78-CC-1461 James Anderson
78-CC-1493 Georgia L. Cooper
78-CC-1505 Brokaw Hospital
78-CC-1549 Brokaw Hospital
78-CC-1550 Brokaw Hospital
78-CC-1552 Brokaw Hospital
78-CC-1554 Brokaw Hospital
78-CC-1558 Brokaw Hospital
78-CC-1606 Mary T. Chinlund
78-CC-1609 James Williams

- 78-CC-1616** Ernest J. Johnson
78-CC-1632 Joe B. Livesay
78-CC-1747 Rock Island Franciscan Hospital
78-CC-1762 Jessie Bickham
78-CC-1800 Eric Jerome Gray
78-CC-1810 Ronald M. Burger
78-CC-1854 Joe Moore
78-CC-1884 W. S. Warford
78-CC-1904 Marvin Ziporyn, M.D.
78-CC-1999 Jewish Hospital of St. Louis
78-CC-2005 Jewish Hospital
78-CC-2062 Thomas L. Simmons
78-CC-2066 Victor Marsala
78-CC-2067 Eugene Gebis
78-CC-2068 Joseph McAuliffe
78-CC-2113 Leonard Banks
78-CC-2123 Leroy Ward
78-CC-2146 Douglas Wells
78-CC-2179 Shirley A. Weisenburger
78-CC-2235 Michael K. Barry
78-CC-2239 Shepards, Inc. of Colorado Springs
78-CC-2259 Sabahattin Bligutay, M.D.
78-CC-2307 IBM
78-CC-2308 IBM
78-CC-2312 IBM
79-CC-0044 Loyola Medical Practice Plan
79-CC-0107 Koch Fuels, Inc.
79-CC-0108 Wilma Brown
79-CC-0118 Richard R. De La Fuente
79-CC-0128 Commonwealth Edison Co.
79-CC-0231 Maggie Jenkins
79-CC-0248 Ralph O. Newman
79-CC-0301 Patricia Veal
79-CC-0403 Pfister Hotel & Tower
79-CC-0436 Brokaw Hospital
79-CC-0466 Gramercy Inn
79-CC-0478 Bureau of Business Practice
79-CC-0487 Neuropsychiatry, S.C.
79-CC-0489 Neuropsychiatry, S.C.
79-CC-0490 Neuropsychiatry, S.C.
79-CC-0491 Neuropsychiatry, S.C.
79-CC-0559 Brokaw Hospital

79-CC-0589 Lorenzo Allison
79-CC-0590 Mary Helen Ott
79-CC-0609 E. C. Heath
79-CC-0610 James Harris
79-CC-0611 Joe Glass
79-CC-0612 Earl Smith
79-CC-0615 Michael Seniow
79-CC-0616 Peter Bertuccio
79-CC-0644 Texaco, Inc.
79-CC-0710 Melvin Meyers
79-CC-0749 Goodyear Tire & Rubber Co.
79-CC-0796 Charles Leyden
79-CC-0845 Roger Fontana
79-CC-0853 Carl Richie
79-CC-0864 Robert Phillip Reed
79-CC-0893 Worster Motor Lines, Inc.
79-CC-0902 Timothy J. Freund, D.D.S.
79-CC-0905 Marshall Children's Foundation
79-CC-0918 Triarco Arts & Crafts
79-CC-0937 John P. & Pamela W Lau
79-CC-0953 Julia Harris
79-CC-0965 Brokaw Hospital
79-CC-0966 Brokaw Hospital
79-CC-0967 Brokaw Hospital
79-CC-0968 Brokaw Hospital
79-CC-0986 Ravenswood Hospital Medical Center
79-CC-0989 Ravenswood Hospital Medical Center
79-CC-0990 Ravenswood Hospital Medical Center
79-CC-0991 Ravenswood Hospital Medical Center
79-CC-0992 Ravenswood Hospital Medical Center
79-CC-0993 Ravenswood Hospital Medical Center
79-CC-0994 Ravenswood Hospital Medical Center
79-CC-0995 Ravenswood Hospital Medical Center
79-CC-0997 Ravenswood Hospital Medical Center
79-CC-0999 Ravenswood Hospital Medical Center
79-CC-1002 Ravenswood Hospital Medical Center
79-CC-1006 Ravenswood Hospital Medical Center
79-CC-1007 Ravenswood Hospital Medical Center
79-CC-1027 Linda S. Wheeler
79-CC-1061 Methodist Medical Center of Illinois
79-CC-1062 Methodist Medical Center of Illinois
79-CC-1063 Methodist Medical Center of Illinois

- 79-CC-1064 Methodist Medical Center of Illinois
79-CC-1065 Methodist Medical Center of Illinois
79-CC-1066 Methodist Medical Center of Illinois
79-CC-1068 Methodist Medical Center of Illinois
79-CC-1070 Methodist Medical Center of Illinois
79-CC-1071 Methodist Medical Center of Illinois
79-CC-1108 Mansion View Lodge, Inc.
79-CC-1115 Peggy Keith
79-CC-1127 Edward L. Rowan, M.D.
79-CC-1156 Mercy Center of Health Care Services
79-CC-1167 Theresa McNichols
79-CC-1170 Jean Stewart
79-CC-1178 Jose G. Tellaz
80-CC-0033 Xerox Corp.
80-CC-0062 Robert E. Gordon
80-CC-0064 John J. Benedetto, Jr.
80-CC-0097 Bell & Howell Co.
80-CC-0101 Associated Service & Supply Co.
80-CC-0105 David A. Gray, Jr.
80-CC-0127 Allen Ellis
80-CC-0150 Ravenswood Hospital Medical Center
80-CC-0151 Ravenswood Hospital Medical Center
80-CC-0152 Ravenswood Hospital Medical Center
80-CC-0163 Michael Reese Hospital & Medical Center
80-CC-0170 Candice L. Reed
80-CC-0173 U.S. Elevator Corp.
80-CC-0179 Memorial Hospital of Carbondale
80-CC-0205 Clinical & Industrial Products
80-CC-0207 Catholic Social Service
80-CC-0210 Nancy J. Kiley
80-CC-0221 James Mulvaney
80-CC-0227 Jose Ortiz, Jr.
80-CC-0251 Robert W. Milas, M.D.
80-CC-0253 William H. Saathoff
80-CC-0254 Kenneth Baker
80-CC-0263 Kathryn Robertson
80-CC-0267 Eleanor Love
80-CC-0272 Ravenswood Hospital Medical Center
80-CC-0293 Franciscan Hospital
80-CC-0317 Dept. of Corrections, School District #428
80-CC-0319 P. Kent Morris
80-CC-0322 David Smithson

- 80-CC-0325 Luchelle L. Baker
80-CC-0328 Sylvia E. Penninger
80-CC-0329 Marilyn E. Wright
80-CC-0335 Carl Ziegler
80-CC-0353 Ravenswood Hospital Medical Center
80-CC-0363 Weather Measure Corp.
80-CC-0374 Ronald Hopkins
80-CC-0381 Ivory Walker
80-CC-0389 Hursen Funeral Home
80-CC-0392 Lillian E. Larrison
80-CC-0405 Hope School
80-CC-0408 Wayne Hale
80-CC-0415 Frances Dutkowski
80-CC-0416 Gallaudet College
80-CC-0478 Loretta Hearn
80-CC-0491 Marcia Dinkheller
80-CC-0493 Lt. W. D. Hayes
80-CC-0508 Linda Boyler Kehoe
80-CC-0542 John Phelan
80-CC-0582 Kelvin M. Oliver
80-CC-0583 Samella Berryman
80-CC-0587 Kienstra, Inc.
80-CC-0588 George F. Tidmarsh III
80-CC-0589 Kienstra Concrete Co., Inc.
80-CC-0600 Edmund H. Buch
80-CC-0603 Michael Lee
80-CC-0609 Xerox Corp.
80-CC-0650 Naperville Associates in Obstetrics & Gynecology, Ltd.
80-CC-0653 Peter Shrock, M.D.
80-CC-0656 Xerox Corp.
80-CC-0673 Denkmann School
80-CC-0677 Joseph T. Stroyls, M.D.
80-CC-0685 Centralia X-Ray & Clinical Lab
80-CC-0709 Paramount Communications, Inc.
80-CC-0712 Aurora Pediatric Clinics, S.C.
80-CC-0745 Forest Hospital
80-CC-0762 H. C. Picard, M.D.
80-CC-0826 Leroy & Mamie Lahmon
80-CC-0827 Xerox Corp.
80-CC-0831 Xerox Corp.
80-CC-0833 Xerox Corp.
80-CC-0835 Xerox Corp.

- 80-CC-0839 Les Finch's Learning Tree School
80-CC-0859 Devi Pharmacy, Inc.
80-CC-0863 Carolyn Oliver
80-CC-0884 Timothy D. Harris
80-CC-0904 South Carolina Department of Mental Health
80-CC-0915 Rex McReynolds
80-CC-0920 Rockton Area Community Health Center
80-CC-0921 Charles L. Smith, Sr.
80-CC-0938 Ronald Bobber
80-CC-0943 Paul & Marguerite M. Hassell
80-CC-0946 Steve Hutchison
80-CC-0968 Veach Oil Co.
80-CC-0972 Ramada Inn
80-CC-0976 Michael Reese Hospital
80-CC-1012 Continental Telephone Co. of Illinois
80-CC-1023 Mar Medical Pharmacy, Inc.
80-CC-1043 Ramada Inn
80-CC-1045 Ramada Inn
80-CC-1067 Zayre 372
80-CC-1072 Reginald Orsolini, Ph.D.
80-CC-1086 Olivetti Corp. of America
80-CC-1097 Charles Payton
80-CC-1106 Monica Wheelock
80-CC-1107 Louise V. Meyer
80-CC-1117 Karzen GMC Trucks, Inc.
80-CC-1137 Jeffrey M. Kaplan
80-CC-1153 Capt. Billy E. Johnson
80-CC-1161 Arthur T. Garrett
80-CC-1167 Lloyd Well
80-CC-1169 John H. Booth
80-CC-1181 Memorial Medical Center of Springfield, Illinois
80-CC-1182 Dodson Plumbing Heating & Air Conditioning, Inc.
80-CC-1199 Lawrence Hall School for Boys
80-CC-1208 Osco Drug, Inc. #411
80-cc-1211 Associated Anesthesiologists, S.C.
80-CC-1214 Chase, Rosen & Wallace, Inc.
80-CC-1228 Associated Anesthesiologists, S.C.
80-CC-1239 Swedish Covenant Hospital
80-CC-1240 Sandwich Community Hospital
80-CC-1243 Edwin R. Walters
80-CC-1247 James Mulvaney
80-CC-1257 Allene Coplin

- 80-CC-1259 Crowell & Reed, Ltd.
80-CC-1260 Midwest Clinic, Inc.
80-CC-1270 Air Illinois, Inc.
80-CC-1272 Air Illinois, Inc.
80-CC-1275 Air Illinois, Inc.
80-CC-1276 Air Illinois, Inc.
80-CC-1277 Air Illinois, Inc.
80-CC-1278 Air Illinois, Inc.
80-CC-1279 Air Illinois, Inc.
80-CC-1280 Air Illinois, Inc.
80-CC-1283 Air Illinois, Inc.
80-CC-1289 Air Illinois, Inc.
80-CC-1290 Air Illinois, Inc.
80-CC-1291 Air Illinois, Inc.
80-CC-1295 Air Illinois, Inc.
80-CC-1296 Air Illinois, Inc.
80-CC-1299 Air Illinois, Inc.
80-CC-**1300** Air Illinois, Inc.
80-CC-1305 Air Illinois, Inc.
80-CC-1306 Richard D. Corzatt, M.D.
80-CC-1322 Patterson Dental Co.
80-CC-1329 Barbara Poludniak
80-CC-1330 Loyola Medical Practice Plan
80-CC-1342 Jerome Carson
80-CC-1359 Mary Weston
80-CC-1369 H. A. Evans, M.D.
80-CC-1370 H. A. Evans, M.D.
80-CC-1371 H. A. Evans, M.D.
80-CC-1372 H. A. Evans, M.D.
80-CC-1374 Seth Harold Frisch
80-CC-1384 Catholic Social Service
80-CC-1385 Catholic Social Service
80-CC-1388 Catholic Social Service
80-CC-1394 Catholic Social Service
80-CC-1397 Catholic Social Service
80-CC-1398 Catholic Social Service
80-CC-1400 Catholic Social Service
80-CC-1413 H. A. Evans, M.D.
80-CC-1414 **H.** A. Evans, M.D.
80-CC-1435 St. Bernard Hospital
80-CC-1449 Alza Lewis
80-CC-1453 Xerox Corp.

- 80-CC-1458 Rock Island Franciscan Hospital
80-CC-1462 Hinsdale Sanitarium & Hospital
80-CC-1463 Hinsdale Sanitarium & Hospital
80-CC-1464 Hinsdale Sanitarium & Hospital
80-CC-1465 Arthur & Carol Krahn
80-CC-1467 Memorial Hospital
80-CC-1472 Lenover Sales & Service, Inc.
80-CC-1480 Ruth McFadden
80-CC-1482 Sylvester H. Welch
80-CC-1489 Gracell Manor, Inc.
80-CC-1491 Carle Foundation Hospital
80-CC-1493 Phyllis J. Bullock
80-CC-1510 Arthur A. Mitchell
80-CC-1511 Ira Matheny
80-CC-1513 Richard D. Lowe
80-CC-1514 Homer C. Churchill
80-CC-1515 Walter L. Clemons
80-CC-1516 William Calas
80-CC-1519 James L. Leslie
80-CC-1520 Arthur Cardenas
80-CC-1522 Alan L. Ash
80-CC-1523 John W. Arnett
80-CC-1524 David P. Armstrong
80-CC-1526 Michael Williams
80-CC-1527 Aloysius A. Welch
80-CC-1528 Lorenz D. Weirauch
80-CC-1529 Joseph J. Sollami
80-CC-1530 Emmett M. Shaughnessy
80-CC-1531 Frank Seyfirth
80-CC-1532 Victor W. Schoonmaker
80-CC-1533 Jose E. Romero
80-CC-1534 Clifford E. Ripley
80-CC-1535 Eugene F. Powell
80-CC-1536 Richard L. Peterson
80-CC-1537 Edwin P. Ohmes
80-CC-1538 Ronald F. Nolte
80-CC-1546 Hallie R. Jamison
80-CC-1547 Xerox Corp.
80-CC-1550 Jerry Biggers Chevrolet, Inc.
80-CC-1552 Decatur Memorial Hospital
80-CC-1559 Luis A. Quinones
80-CC-1565 Lanier Business Products, Inc.

- 80-CC-1576 Larry Purnell
- 80-CC-1579 Ronald McClain
- 80-CC-1582 Central DuPage Hospital
- 80-CC-1593 Ace Hardware
- 80-CC-1594 Ace Hardware
- 80-CC-1595 Ace Hardware
- 80-CC-1596 Ace Hardware
- 80-CC-1597 Ace Hardware
- 80-CC-1598 Ace Hardware
- 80-CC-1612 Helen Wales
- 80-CC-1616 Hickey & Vanderberg Ambulance
- 80-CC-1617 Hazeltine Corp.
- 80-CC-1618 Raliegth J. Jackson
- 80-CC-1630 Fayette County Hospital
- 80-CC-1634 Dryer Medical Clinic, S.C.
- 80-CC-1647 Hanover Shoe, Inc.
- 80-CC-1650 Joanne Jenkins
- 80-CC-1652 Earl Wilson
- 80-CC-1678 Xerox Corp.
- 80-CC-1682 Xerox Corp.
- 80-CC-1689 Xerox Corp.
- 80-CC-1690 Xerox Corp.
- 80-CC-1715 Xerox Corp.
- 80-CC-1720 Northwestern Memorial Hospital
- 80-CC-1721 Lawrence Hall School for Boys
- 80-CC-1730 John F. Madden Mental Health Center
- 80-CC-1736 Scott Laboratories, Inc.
- 80-CC-1738 Hinsdale Sanitarium & Hospital
- 80-CC-1739 Hinsdale Sanitarium & Hospital
- 80-CC-1745 Venture Stores
- 80-CC-1746 Xerox Corp.
- 80-CC-1747 Xerox Corp.
- 80-CC-1748 Xerox Corp.
- 80-CC-1749 Xerox Corp.
- 80-CC-1750 Xerox Corp.
- 80-CC-1751 Board of Trustees of the University of Illinois
- 80-CC-1757 Elgin Radiologists
- 80-CC-1762 LaQuinta Motor Inn
- 80-CC-1782 Art Meier's Tavern
- 80-CC-1783 Mildred Harper
- 80-CC-1787 A. F. Cunningham, M.D.
- 80-CC-1803 Holy Cross Hospital

- 80-CC-1812 LaCarttle Jones
80-CC-1813 Films, Inc.
80-CC-1815 Wheeling Corrugating Co.
80-CC-1817 Ginders-Graham Ambulance Service, Inc.
80-CC-1818 St. Petersburg Artificial Kidney Center
80-CC-1820 Carle Clinic Association
80-CC-1853 Lakeview Medical Center
80-CC-1854 Lakeview Medical Center
80-CC-1855 Lakeview Medical Center
80-CC-1871 Aslee Moore
80-CC-1875 Citizen's National Bank of Waukegan
80-CC-1887 Lakeview Medical Center
80-CC-1888 Jean Remijas
80-CC-1890 Dorothy Holle
80-CC-1891 Sargent-Welch Scientific Co.
80-CC-1893 Linda Walter
80-CC-1894 Vyril Adams & Roberta Henning
80-CC-1896 Best Western Motel of Mt. Vernon
80-CC-1901 Chandler Medical-Surgical Group
80-CC-1902 Chandler Medical-Surgical Group
80-CC-1904 Ramsey County Community Human Services
Department
80-CC-1906 Catholic Charities
80-CC-1908 Homer E. Hanrahan
80-CC-1910 Marilyn Hachmeister
80-CC-1911 D. H. Rames, M.D., Ltd.
80-CC-1918 Patricia J. McCann
80-CC-1920 Cook County Hospital
80-CC-1921 Dismas House of St. Louis
80-CC-1922 George J. Dedolph
80-CC-1924 Michael Murphy
80-CC-1929 Larry L. Fentem
80-CC-1933 Centralia X-Ray & Clinical Lab.
80-CC-1936 Asher Pharmacy, Inc.
80-CC-1937 Asher Pharmacy, Inc.
80-CC-1938 Asher Pharmacy, Inc.
80-CC-1939 Asher Pharmacy, Inc.
80-CC-1940 Linda Diczban
80-CC-1941 Karen L. Reeves
80-CC-1942 Maureen W. Marcy
80-CC-1944 Cambridge Book Co.
80-CC-1945 Odell Nelson

- 80-CC-1958 William Vasquez
 80-CC-1959 Gallaudet College
 80-CC-1960 Gallaudet College
 80-CC-1961 Xerox Corp.
 80-CC-1967 Xerox Corp.
 80-CC-1970 Xerox Corp.
 80-CC-1972 Xerox Corp.
 80-CC-1976 Zayre 370
 80-CC-1978 Brigitte M. Robinson
 80-CC-1983 Theodore E. Thomas
 80-CC-1986 Sonia Tate
 80-CC-1989 Bell & Howell Co.
 80-CC-2001 Judith A. Moss
 80-CC-2007 Henry C. & Helen B. Drost
 80-CC-2010 Robert E. Moore
 80-CC-2017 Jack & Linda Fetzer
 80-CC-2019 Mid-Nebraska Mental Retardation Services, Inc.
 80-CC-2021 Cleo S. Harris
 80-CC-2026 Board of Trustees of Southern Illinois University
 80-CC-2027 Kenneth C. Blood
 80-CC-2028 Josephine Bailey
 80-CC-2030 Jeffrey Ryan & Gerald Kessel
 80-CC-2031 Edward Magoon
 80-CC-2032 Circle **Book** Store
 80-CC-2034 Village of Enfield, Illinois
 80-CC-2037 Heco Envelope
 80-CC-2063 NASCO
 80-CC-2069 Carl Watkins
 80-CC-2071 Elias Lechuga
 80-CC-2077 Exxon Co., U.S.A.
 80-CC-2089 Koto Tanaka, Sr.
 80-CC-2113 Robert M. Carter
 80-CC-2115 American Red Cross Peoria Regional Blood Services
 80-CC-2124 PAMI Learning Systems
 80-CC-2138 Abraham Lincoln Memorial Hospital
 80-CC-2139 Wilma I. Hapeman
 80-CC-2143 Family Care Services of Metropolitan Chicago
 80-CC-2155 Chaddock Boys School
 80-CC-2158 Kambly School
 80-CC-2159 Kambly School
 80-CC-2176 Walther A. & Martha L. Eissfeldt
 80-CC-2177 Evelyn W. Clarke

- 80-CC-2183 Hediger Electric Company, Inc.
80-CC-2188 Sidney Harrison Co.
80-CC-2202 Rita A. Kennedy
80-CC-2205 Radiologists, Ltd.
80-CC-2211 Charlie Brownlow & Lawrence Samuel
80-CC-2241 Martha J. Anderson
80-CC-2246 Estella L. Welch
80-CC-2249 Guardian Angel Home of Joliet, Inc.
80-CC-2250 Liberty Mutual Insurance Co.
80-CC-2256 Jill D. Johnson
80-CC-2257 John N. Nicholson
80-CC-2258 Estate of Christo Christoff
80-CC-2260 Bluff Medical Center, P.C.
80-CC-2263 Louise Glenn
80-CC-2267 Wilson Trusts
80-CC-2269 Trinity Memorial Hospital of Cudahy, Inc.
80-CC-2270 Anthony & Helen Polak
80-CC-2271 Willie Williams
80-CC-2277 Mel & Rocky's Ford, Inc.
80-CC-2280 Dane Lamar Jenkins
80-CC-2282 B & B Ambulance
80-CC-2287 Michael Frye
80-CC-2290 Research Engineering Corp.
80-CC-2293 Michael Reese Hospital & Medical Center
80-CC-2294 Michael Reese Hospital & Medical Center
80-CC-2295 Michael Reese Hospital & Medical Center
80-CC-2301 Michael J. Lewis
80-CC-2302 Michael J. Lewis
81-CC-0001 Neuropsychiatry, S.C.
81-CC-0002 Gale G. Kuhring
81-CC-0009 Oak Lawn Tower Inn
81-CC-0010 Oak Lawn Tower Inn
81-CC-0011 Gamma Photo Labs, Inc.
81-CC-0012 Janet Donnelly
81-CC-0029 Jimmy L. Riley
81-CC-0030 Richard M. Pierce
81-CC-0035 Danny & Natalie Dill
81-CC-0046 Homer E. Hanrahan
81-CC-0049 Ronald W. Olson
81-CC-0056 Michael A. Scott
81-CC-0088 Chicago Osteopathic Hospital
81-CC-0099 Chicago Osteopathic Hospital

81-CC-0106 Chicago Osteopathic Hospital
81-CC-0107 Chicago Osteopathic Hospital
81-CC-0108 Chicago Osteopathic Hospital
81-CC-0109 Chicago Osteopathic Hospital
81-CC-0121 Livingston County
81-CC-0125 Livingston County
81-CC-0143 Barrett Hardware Co.
81-CC-0158 Metro Reporting Service, Ltd.
81-CC-0178 Kenneth Sheely
81-CC-0190 Sandra L. Nanninga Cole
81-CC-0207 Robert Truax
81-CC-0213 Andre Dunard
81-CC-0214 Brokaw Hospital
81-CC-0216 Anthony Carr
81-CC-0222 Eric Harris
81-CC-0228 Richard Ray
81-CC-0236 Chris Rickard
81-CC-0245 IKT Service, Inc.
81-CC-0253 Mercy **Hospital**
81-CC-0254 Mercy Hospital
81-CC-0255 Mercy Hospital
81-CC-0256 Mercy Hospital
81-CC-0257 Mercy Hospital
81-CC-0258 Mercy Hospital
81-CC-0259 Mercy Hospital
81-CC-0260 Mercy Hospital
81-CC-0261 Mercy Hospital
81-CC-0262 Mercy Hospital
81-CC-0263 Mercy Hospital
81-CC-0264 Mercy Hospital
81-CC-0265 Mercy Hospital
81-CC-0266 Mercy Hospital
81-CC-0267 Mercy Hospital
81-CC-0268 Mercy Hospital
81-CC-0269 Mercy Hospital
81-CC-0270 Mercy Hospital
81-CC-0271 Mercy Hospital
81-CC-0272 Mercy Hospital
81-CC-0273 Mercy Hospital
81-CC-0274 Mercy Hospital
81-CC-0275 Mercy Hospital
81-CC-0276 Mercy Hospital

81-CC-0277	Mercy Hospital
81-CC-0278	Mercy Hospital
81-CC-0279	Mercy Hospital
81-CC-0280	Mercy Hospital
81-CC-0281	Mercy Hospital
81-cc-0282	Mercy Hospital
81-CC-0283	Mercy Hospital
81-CC-0284	Mercy Hospital
81-CC-0285	Mercy Hospital
81-CC-0286	Mercy Hospital
81-CC-0287	Mercy Hospital
81-CC-0288	Mercy Hospital
81-cc-0289	Mercy Hospital
81-cc-0290	Mercy Hospital
81-CC-0296	Anna Mae Broussard
81-CC-0297	Roy Lee Hamil
81-cc-0298	Charles E. Ticer
81-CC-0303	James F. Cole
81-CC-0318	American Airlines, Inc.
81-CC-0319	American Airlines, Inc.
81-CC-0324	Thomas Reneau
81-CC-0327	Ralph R. Robinson & Metroplex Helicopters
81-CC-0338	Monge Realty & Investments, Inc.
81-CC-0345	Intel Corp.
81-CC-0360	Rebco Audio Visual, Inc.
81-CC-0362	Rebco Audio Visual, Inc.
81-CC-0372	Commonwealth Edison Co.
81-CC-0375	Commonwealth Edison Co.
81-CC-0378	Commonwealth Edison Co.
81-CC-0383	Hector Rivera
81-CC-0384	Willie Williams
81-CC-0385	Sage Publications, Inc.
81-CC-0393	Eddie Moore
81-CC-0399	Northwestern University Speech & Language Clinic
81-CC-0401	Dianne Cornelius
81-CC-0403	Methodist Medical Center of Illinois
81-CC-0428	Jose Figueroa
81-CC-0437	Arthur Kent Barnes
81-CC-0438	Beckley-Cardy Co.
81-CC-0442	Blanche Dring
81-CC-0450	Mildred Battie
81-CC-0453	Catholic Social Service

- 81-CC-0454 Catholic Social Service
81-CC-0455 Catholic Social Service
81-CC-0457 Catholic Social Service
81-CC-0482 Donald R. Mutka
81-CC-0486 James Harris
81-CC-0493 Bismarck Hotel
81-CC-0507 Thomas Chuhak
81-CC-0510 John Collins
81-CC-0520 Harber H. Hall
81-CC-0521 Mayo Clinic
81-CC-0528 Kishwaukee Community Hospital
81-CC-0537 Arthur Moore
81-CC-0544 Jerry Roberts
81-CC-0550 Elgin Paper Co.
81-CC-0553 Clifford A. Burns
81-CC-0559 Theopolis Crockett
81-CC-0565 William J. Rakauskas
81-CC-0584 L. J. Rich, D.D.S.
81-CC-0588 Edgewater Hospital, Inc.
81-CC-0589 Wallace, Inc.
81-CC-0590 Centre State International Trucks, Inc.
81-CC-0591 Jo Ellen & Patrick Oberle
81-CC-0592 Dave Croft Chrysler Corp.
81-CC-0597 Authorized Auto Supply
81-CC-0599 West Suburban Hospital
81-CC-0602 HEPSCO Rebuilders, Inc.
81-CC-0603 Carbondale Auto Supply, Inc.
81-CC-0604 Byron Stark
81-CC-0605 Diana L. Slezak
81-CC-0606 Brake & Clutch Exchange
81-CC-0607 Nichols Auto Electric Service
81-CC-0608 Juanita M. Sandoval
81-CC-0612 Rudd Ford, Inc.
81-CC-0613 Kibler Automotive Supply, Inc.
81-CC-0615 William R. Cooper
81-CC-0616 Donald Buttram
81-CC-0619 Tom Tague Dodge, Inc.
81-CC-0620 West Suburban Hospital
81-CC-0627 Riverside Medical Center
81-CC-0633 B & B Oil Co.
81-CC-0637 Bob Motl Chevrolet, Inc.
81-CC-0640 Affiliated University Physicians, Inc.

81-CC-0643 City of Effingham, Illinois
81-CC-0649 James Gallo
81-CC-0652 Jack O'Brien Motors, Inc.
81-CC-0654 AA Ambulance, Inc.
81-CC-0658 Curtis Williams
81-CC-0662 Jack Lamming
81-CC-0666 Peoria Spring & Accessories, Inc.
81-CC-0672 Fox Valley Equipment Co.
81-CC-0677 M. Burns & Son, Inc.
81-CC-0678 Dust & Son
81-CC-0679 Jamaica Community Unit School
81-CC-0681 West Suburban Hospital
81-CC-0682 Meyer Imports, Inc.
81-CC-0686 Gallagher Bassett Insurance Service
81-CC-0694 Therese Ryndak
81-CC-0697 Mary M. Golden
81-CC-0708 Robert Mitchell
81-CC-0709 George Nader
81-CC-0711 Brighton Auto Parts
81-CC-0712 Ella Ruth Dotson
81-CC-0716 Roodhouse Fire Protection District
81-CC-0718 Freeport Machine Works, Inc.
81-CC-0719 Mary L. Shattuck
81-CC-0720 Vickie L. Parks
81-CC-0744 Rocco & Laverne Galichio
81-CC-0754 Dr. David R. Theirl
81-CC-0755 Dunn Rite
81-CC-0765 Egyptian Stationers, Inc.
81-CC-0769 Rock Island Franciscan Hospital
81-CC-0784 Jeffrey G. Andrews
81-CC-0785 Illinois Bell Telephone Co.
81-CC-0787 Savin Corp.
81-CC-0802 Wanda S. Cycan
81-CC-0803 Andersons
81-CC-0807 Sojourn House, Inc.
81-CC-0809 Landmark Ford, Inc.
81-CC-0812 U. S. Auto Glass Centers, Inc.
81-CC-0814 Ronald Cooley
81-CC-0816 Oliver C. Joseph, Inc.
81-CC-0821 K & R Delivery, Inc.
81-CC-0822 K & R Delivery, Inc.
81-CC-0823 K & R Delivery, Inc.

- 81-CC-0829 Merle E. & Laura Ward
81-CC-0830 U. S. Department of the Navy
81-CC-0833 Illinois FWD Truck & Equipment Co.
81-CC-0840 South Chicago Community Hospital
81-CC-0841 Bar Weld Fabrication & Maintenance
81-CC-0847 Ogden Chrysler Plymouth, Inc.
81-CC-0853 Dale's Auto Radiator, Inc.
81-CC-0856 Sears, Roebuck & Co.
81-CC-0871 Adler-Royal Business Machines, Inc.
81-CC-0893 Rock Island Franciscan Hospital
81-CC-0902 Central Office Equipment Co.
81-CC-0911 Osco Drug No. 892
81-CC-0912 Illinois FWD Truck & Equipment Co.
81-CC-0929 Midwest Women's Center
81-CC-0930 Estate of Clara E. Baske
81-CC-0931 Thomas Mareing
81-CC-0953 Robert Watson
81-CC-0954 Twin City Radiator
81-CC-0955 Arrow Medical Services
81-CC-0956 Lohse Automotive Service
81-CC-0970 Carlos Cardenas
81-CC-0990 Landry J. & Ruth D. Wilkinson
81-CC-1005 Mercy Hospital
81-CC-1007 Vaughn-Jacklin Corp.
81-CC-1017 Thomas Sakelaris
81-CC-1033 Harris Data Communications, Inc.
81-CC-1043 Goodyear Tire & Rubber Co.
81-CC-1044 Goodyear Tire & Rubber Co.
81-CC-1059 Lester C. & Anna M. Gerber, Jr.
81-CC-1067 Felix Gonzales
81-CC-1068 Ben Frum a/k/a Ben Frumovitz
81-CC-1073 Phillips Petroleum Co.
81-CC-1094 Michael Reese Hospital & Medical Center
81-CC-1122 Chadwick Lumber Co.
81-CC-1141 Sangamon State University
81-CC-1148 Donald Marx Garage
81-CC-1168 Donnovan Lyle Thingvold
81-CC-1173 Eloise Kargle
81-CC-1179 Lohse Automotive Service
81-CC-1185 Dr. Joseph Martin Nemeth III
81-CC-1193 Misericordia Home South
81-CC-1196 International Harvester Co.

- 81-CC-1215 Illinois Lawn Equipment, Inc.
81-CC-1226 Julia & August Ruf
81-CC-1227 Carlos Herrera
81-CC-1250 Gloria Williams
81-CC-1253 Willie Williams
81-CC-1254 Hinsdale Sanitarium & Hospital
81-CC-1260 Roberta M. & Donovan Markiewicz
81-CC-1261 Macomb Daily Journal
81-CC-1262 Larry Betts
81-CC-1283 St. Elizabeth Medical Center
81-CC-1286 St. Elizabeth Medical Center
81-CC-1287 Lake-Cook Farm Supply Co.
81-CC-1290 Robert G. Berthold
81-CC-1294 J & J Garage
81-CC-1328 U. S. Motors Corp.
81-CC-1341 Janice V. Randall
81-CC-1357 Willie Lee Murdock
81-CC-1362 Louis A. Weiss Memorial Hospital
81-CC-1414 A. V. Furman Funeral Home & Patricia Skuris
81-CC-1424 Dixon Pharmacy, Inc.
81-CC-1431 Powers 24-Hour Towing Service
81-CC-1435 Barbara Ann Meccia
81-CC-1446 Anna Mae Bozis
81-CC-1460 Riverside Medical Center
81-CC-1471 Elgin Gabriel Sales Co., Inc.
81-CC-1474 Luis Quintero Martinez
81-CC-1477 Prestige Casualty Co.
81-CC-1507 Transparent Industrial Envelope, Inc.
81-CC-1510 Panasonic Consumer Parts Division
81-CC-1518 William Harper Rainey College
81-CC-1520 Polaroid Corp.
81-CC-1528 Henry H. Gordon
81-CC-1533 Camille Pottinger
81-CC-1534 Estate of George Scheidecker
81-CC-1536 East Alton Auto Parts, Inc.
81-CC-1547 Reba G. Osman
81-CC-1548 Marilyn Boudreau
81-CC-1549 Loretta Tamblyn
81-CC-1550 Amy H. Hendrickson
81-CC-1552 Leona M. Mulhall
81-CC-1560 Automotive Armature Service, Inc.
81-CC-1564 Westbay Equipment Co.

- 81-CC-1574 **Elk** Grove Township Community Day Care Center
81-CC-1582 Air Illinois, Inc.
81-CC-1584 Air Illinois, Inc.
81-CC-1589 Air Illinois, Inc.
81-CC-1594 Air Illinois, Inc.
81-CC-1597 Air Illinois, Inc.
81-CC-1607 N. W. Ayer ABH International
81-CC-1620 **M. Burns & Son, Inc.**
81-CC-1624 United Air Lines, Inc.
81-CC-1639 United Air Lines, Inc.
81-CC-1669 Xerox Corp.
81-CC-1671 Xerox Corp.
81-CC-1672 Xerox Corp.
81-CC-1674 Xerox Corp.
81-CC-1676 Xerox Corp.
81-CC-1679 Xerox Corp.
81-CC-1700 Xerox Corp.
81-CC-1704 Xerox Corp.
81-CC-1709 Xerox Corp.
81-CC-1711 Xerox Corp.
81-CC-1715 Xerox Corp.
81-CC-1727 Xerox Corp.
81-CC-1733 Suburban Trib
81-CC-1753 Donald **I. Edwards**
81-CC-1754 Beverly Henderson
81-CC-1767 Air Illinois, Inc.
81-CC-1768 Air Illinois, Inc.
81-CC-1769 Air Illinois, **Inc.**
81-CC-1770 Air Illinois, Inc.
81-CC-1777 Sun Oil Co.
81-CC-1786 Effingham Builders Supply Co.
81-CC-1794 Rockford Mass Transit District
81-CC-1800 Guthrie AMC/Jeep
81-CC-1824 Walker-Schork Int'l. Inc.
81-CC-1829 Eldon Hirstein
81-CC-1877 Thomas Murray
81-CC-1883 Ramada Inn of Carbondale, Illinois
81-CC-1912 Paul E. Cogan
81-CC-1913 Paul E. Cogan
81-CC-1914 Paul E. Cogan
81-CC-1924 Patricia A. Moore
81-CC-1929 Vella Cloyd Hubbard Day Care Center

81-CC-1931 Gail E. Rose
 81-CC-1946 Paul E. Cogan
 81-CC-1981 Vulcan Industrial Packaging, Ltd.
 81-CC-1983 Ida Jackson
 81-CC-1984 Air Illinois, Inc.
 81-CC-2103 Medical Radiological Croup, P.C.
 81-CC-2113 Macon County Community Mental Health Board
 81-CC-2166 Cosmopolitan Textile Rental Service
 81-CC-2181 Henry I. Cook
 81-CC-2183 Lincoln Radiator & Power Equipment
 81-CC-2193 Edward Lemons
 81-CC-2208 Sherman Hospital Association
 81-CC-2280 Richard Thomas
 81-CC-2323 Modern Business Systems, Inc.
 81-CC-2324 Modern Business Systems, Inc.
81-CC-2325 Modern Business **Systems**, Inc.
 81-CC-2332 Modern Business Systems, Inc.
 81-CC-2338 Reynolds & Reynolds Co.
 81-CC-2339 Judith S. Freeto
 81-CC-2351 Mercy Hospital
 81-CC-2376 Hazel Maxine Kinnaman
 81-CC-2379 Uniroyal, Inc.
 81-CC-2381 Uniroyal, Inc.
 81-CC-2397 Marvin & Elizabeth Erickson
 81-CC-2416 Bettenhausen Motor Sales
 81-CC-2519 Margie E. (Vagey) Poling

**CASES IN WHICH ORDERS AND OPINIONS
 OF DENIAL WERE ENTERED WITHOUT
 OPINIONS
 FY 1981**

77-CC-1019 Henry Coleman
 77-CC-2229 Douglas Wells
 78-CC-0060 James Fred Moehlman
 78-CC-0405 Richard Lee Brown

- 78-CC-0406 James Malone
78-CC-0539 W. E. Buffum
78-CC-0543 John Thomas
78-CC-0962 Gonzalo C. Avliar
78-CC-1091 Steven Shames
78-CC-1312 Merrill E. Chester
78-CC-1315 Robert E. Bateman
78-CC-1355 AETNA Insurance Co.
78-CC-1394 Kenneth W. Ramsey
78-CC-1419 William E. Barton
78-CC-1440 Vivian E. Combs
78-CC-1446 John W. McDole
78-CC-1449 Mary Bertram
78-CC-1450 Elvin Thomas
78-CC-1465 Yvonne Lorenzi
78-CC-1480 Irene R. Treat
78-CC-1484 Marcella L. Dawson
78-CC-1500 Morton M. Woodward
78-CC-1502 Patricia A. Vogelpohl
78-CC-1510 Barbara J. Harden
78-CC-1512 Bradley R. Douglas
78-CC-1515 Delores R. Ely
78-CC-1517 Margaret Bolton
78-CC-1519 Betty J. Perry
78-CC-1520 William F. Barkhurst
78-CC-1524 Margaret W. Culbreath
78-CC-1526 Dennis W. Brown
78-CC-1527 Helen G. Kirksey
78-CC-1528 Armeada S. Gifford
78-CC-1530 Lena A. Shields
78-CC-1532 Dorothy L. Everett
78-CC-1536 Bobbie Nell Gunnell
78-CC-1538 Allen Clark
78-CC-1548 Lawrence W. McGuire
78-CC-1561 Karen H. Rollin
78-CC-1566 Norma Hill
78-CC-1567 Onie Ruth Newell
78-CC-1569 Daniel J. McLaughlin
78-CC-1571 Pamela R. Posner
78-CC-1573 Edith P. Neal
78-CC-1586 Keith Chase-Ziolek
78-CC-1595 Holly Schultz

- 78-CC-1597 Kathleen Wood
78-CC-1602 Carole G. Buhler
78-CC-1617 Goldie Braden
78-CC-1618 Lydia Claire Bates
78-CC-1627 Adolph Johnson
78-CC-1633 Judith Ann Eckholm
78-CC-1634 Geneva M. Reisch
78-CC-1636 Jean Mason
78-CC-1650 Esther Mobley
78-CC-1654 Mildred Bryg
78-CC-1659 Norma J. Comer, et al.
78-CC-1668 Cheryl Daniels
78-CC-1675 Chris Barry
78-CC-1688 Barbara J. Williams
78-CC-1689 Delores J. Clark
78-CC-1693 Alyce C. **Brooks**
78-CC-1717 Bernice Baymiller
78-CC-1722 George Farmer
78-CC-1725 Sarah J. Glenn
78-CC-1734 Odessa L. Mason
78-CC-1745 Barbara Jo Lounsberry
78-CC-1759 John D. Glossop
78-CC-1760 Linda Glossop
78-CC-1772 Michael S. Persily
78-CC-1775 William L. Hattendorf
78-CC-1790 Perlina Lademora
78-CC-1795 Diane Weikum
78-CC-1798 Colleen Jacquet
78-CC-1816 Tina M. Loos
78-CC-1850 Kenneth Catalanotte
78-CC-1852 Robert Dolmetsch
78-CC-1859 Graham White
78-CC-1868 Mary C. Godfrey
78-CC-1878 Mrs. Bernice P. Rasimas
78-CC-1888 Harold K. Bell
78-CC-1889 Kathy D. Brown
78-CC-1893 Alan O'Large
78-CC-1899 Thomas C. Pilsbury
78-CC-1902 Carol Loew
78-CC-1903 Linda Grace
78-CC-1913 Ruby Gray
78-CC-1915 Mary F. Conley

- 78-CC-1917 Patrick R. Cassidy
78-CC-1934 Karen M. Fry
78-CC-1941 Ronald L. Partak
78-CC-1963 Irby I. McGill
78-CC-1964 Versie Daniels
78-CC-1983 Frank Boatner
78-CC-1991 Virginia Janiszewski
78-CC-1996 Doris Ruth Davis
78-CC-1998 L'Mordy Giles
78-CC-2004 Booker T. Washington
78-CC-2007 Betty Hayes
78-CC-2021 Thomas J. Downs
78-CC-2027 Gladys Randall
78-CC-2030 Anise Slade
78-CC-2031 Elinor C. Vance
78-CC-2036 Rural R. Springer
78-CC-2041 Charles Wallace Voss
78-CC-2051 John B. Sliney
78-CC-2063 Simoni Bellini
78-CC-2076 Donovan C. Smith
78-CC-2077 Anthony Palumbo
78-CC-2082 Benjamin F. Morgan
78-CC-2087 Levi Thompson
78-CC-2088 Jack Williams
78-CC-2089 Ernest Wayne Hurley
78-CC-2097 Thomas E. Koppitz
78-CC-2114 Gregory L. Peopl
78-CC-2118 Robert Bellamy
78-CC-2119 Gilliam Guthrie
78-CC-2122 Mary E. Handegan
78-CC-2128 Helen Sullivan
78-CC-2132 Earl E. Henderson
78-CC-2133 John Robinson
78-CC-2142 Louis Terry, Jr.
78-CC-2143 Ricky E. Wooten
78-CC-2157 Judy Blustein
78-CC-2162 James J. Kline
78-CC-2164 Charles B. Wilkinson
78-CC-2165 Darla A. Tolliver
78-CC-2166 George E. Faulkner, M.D.
78-CC-2167 Charles H. Ray
78-CC-2170 Elsie C. Devine

- 78-CC-2171 Charles C. Cleiman
78-CC-2174 William Wright
78-CC-2176 Richard J. Radetski
78-CC-2177 Gene Q. Shanks
78-CC-2181 Mary B. Bridges
78-CC-2187 Carol A. Riley
78-CC-2194 Opal Dodd
78-CC-2195 Stephen Lewis
78-CC-2197 Helen K. Edwards
78-CC-2199 Margaret R. Wood
78-CC-2205 Beverly J. Schmidt
78-CC-2206 Marie D. Harvey
78-CC-2207 Susan Klein
78-CC-2209 James Arnold
78-CC-2212 Paul E. Huska
78-CC-2217 Katharine M. McClane
78-CC-2227 Michael E. Mattson
78-CC-2229 Patricia Bockenthien
78-CC-2231 William M. Henson
78-CC-2241 Lloyd V. Yates
78-CC-2242 Precious McIntosh
78-CC-2243 Johnny Jones
78-CC-2244 Lisa A. Garner
78-CC-2254 Bobby G. Schutt
78-CC-2258 Robert W. Sowder
78-CC-2263 Elaine V. Liesch
78-CC-2269 Sherry M. Arthur
78-CC-2270 Gay Szara
78-CC-2272 Laverne M. Birr
78-CC-2275 Susan B. Wills
78-CC-2277 Marion Jefferson
78-CC-2278 Daniel R. Dafoe
78-CC-2286 William Middleton
78-CC-2296 Lynn Lowell
78-CC-2301 Hattie R. Byrd
79-CC-0001 Henry C. Wycoff
79-CC-0007 Dennis Mathena
79-CC-0010 Hollis Putnam
79-CC-0011 Jennette Putnam
79-CC-0013 Robin Augsburg
79-CC-0020 John Harasti
79-CC-0041 Frederick L. Pyle

79-CC-0048 Robert Shaffer
79-CC-0050 Karen Cummings
79-CC-0052 Victor Brechon
79-CC-0053 Grace Brechon
79-CC-0055 Terry Davis
79-CC-0066 Joyce Washington
79-CC-0076 Adolph Paytes
79-CC-0086 Kermit Hamblen
79-CC-0087 Michael Mixon
79-CC-0117 Debra McCarroll
79-CC-0123 Ralph Orsborn
79-CC-0125 Frances Fredrickson
79-CC-0127 Karen Moran
79-CC-0133 Eddie Petty
79-CC-0181 Ronald Gaffigan
79-CC-0208 Garry Petitti
79-CC-0215 Dolores Westling
79-CC-0219 Helen Fettis
79-CC-0227 Donna Bennett
79-CC-0233 Robert Brorsen
79-CC-0236 Vivian Theis
79-CC-0262 John Wilmoth
79-CC-0297 Julius Winston
79-CC-0336 Barbara Dutcher
79-CC-0341 Vivian King
79-CC-0359 Gloria J. Gunn
79-CC-0362 Geraldine Jew
79-CC-0372 Michael Bankston
79-CC-0376 John Kennedy
79-CC-0389 John Lanphier
79-CC-0390 James A. Baggett
79-CC-0421 Barbara Flowers
79-CC-0427 James A. Butts
79-CC-0433 Robert Monroe
79-CC-0442 Sheila E. Curry
79-CC-0456 Phyllis Wilson
79-CC-0461 Patricia Avant
79-CC-0472 Charles Worboys
79-CC-0474 Joyce Nolan
79-CC-0482 Ray Ellen Schultz
79-CC-0524 Marion Scott
79-CC-0539 Curtis Anderson

79-CC-0599 Roland Cox
79-CC-0632 Jerry Lee Robinson
79-CC-0661 Eugene N. Gay
79-CC-0679 Ada Madeira
79-CC-0682 Russell S. Lewis, III
79-CC-0705 Horace Cates
79-CC-0711 Madelyn Johnson
79-CC-0773 David Williams
79-CC-0823 Gerald McCloskey
79-CC-0826 Rosa Quenada Zander
79-CC-0865 Deborah J. Pearson
79-CC-0873 Sharon Kulchar
79-CC-0874 Randall M. Lawrentz
79-CC-0877 David D. Ackman
79-CC-0884 John McNulty, Jr.
79-CC-0914 Gertrude Mittons
79-CC-0923 James H. Douglas
79-CC-1046 Velma Clark Sewell
79-CC-1076 Mary R. Koch
79-CC-1126 Thomas D. Strauss
79-CC-1163 Eugene F. Short
79-CC-1166 Joseph Poole
80-CC-0008 Shirley R. Smith
80-CC-0072 Robert H. Smith
80-CC-0107 Dennis J. Rosa
80-CC-0132 Jay C. Rehak
80-CC-0138 Carlos R. Patterson
80-CC-0180 Earl Johnson
80-CC-0220 Hilda Reyes
80-CC-0326 Katherine L. Ury
80-CC-0327 Ramona Faye Bledsoe
80-CC-0330 Una D. Tripp
80-CC-0445 William N. Blackwell
80-CC-0486 Lee D. Jenkins
80-CC-0522 Varrick Coleman
80-CC-0651 Eddie Freeman
80-CC-0674 David S. Myers
80-CC-0680 Amado Cedillo
80-CC-0963 James P. Alexander
80-CC-1162 Michael Martin
80-CC-1405 Paul Ewing Canady
80-CC-1644 William H. Jones

- 80-CC-1664 Michael A. Bowden
80-CC-1781 J & R Sewer Contractor, Inc.
80-CC-1857 Larry Underwood
80-CC-2015 James D. Dalby
80-CC-2036 Vicki Gottselig
80-CC-2075 Russell Oran Stout
80-CC-2120 Joanne Lindbloom
80-CC-2255 William R. & Polly S. Cecil
80-CC-2268 Betty R. Rosenburgh
81-CC-0007 Joan Kopkowski
81-CC-0033 John Thomas
81-CC-0039 Neal T. & Patricia Brawner
81-CC-0075 Joseph & Mary Ann Hagerty
81-CC-0112 Atiqur Rahman
81-CC-0135 Robert L. Schrag
81-CC-0136 Pasquale Cairo
81-CC-0141 Joseph & Henryka Bartyzel
81-CC-0142 Richard A. Janulis
81-CC-0184 Jake & Jennine Phelps
81-CC-0202 Frieda Degitz
81-CC-0250 Penny Frunzer
81-CC-0302 Keith & Doris Andre
81-CC-0322 Daniel A. Lace
81-CC-0332 Alice Crozier
81-CC-0339 Richardo & Dianne J. Rodriguez
81-CC-0352 Charles F. & Josephine Schwabek
81-CC-0353 John H. Johnson
81-CC-0394 Pauline B. Williams
81-CC-0398 Irving M. Miller
81-CC-0405 Petersen Chevrolet-Buick
81-CC-0440 Renee Coutu
81-CC-0500 John J. & Suzanne F. Blais
81-CC-0508 Robert M. & Dorothy R. Johnston
81-CC-0513 Kathleen M. Myers
81-CC-0518 Eric L. & Kathy J. Rowlee
81-CC-0522 Neil & Connie Mueller
81-CC-0536 Auto Enterprises of Champaign
81-CC-0684 Betty Lois Larkin
81-CC-0854 Iva Bailey
81-CC-0876 Susan M. Lane
81-CC-0877 Pergamon Press, Inc.
81-CC-0960 Ronald L. & Margaret L. Mullen

81-CC-0986	Harold Leitch
81-CC-1025	Fred & Tresa M. Jennings
81-CC-1028	Merle F., Jr., & Anne E. Turner
81-CC-1159	Velma L. Ackerman
81-CC-1176	Janet Fay Simmons
81-CC-1369	James W. May Reporting Service
81-CC-1456	Bernetta Holshouser
81-CC-1457	Sandra Schluter
81-CC-1468	Rambo Pharmacy
81-CC-1606	Anna M. Brandes
81-CC-2055	Shin T. and Tae S. Kang
81-CC-2157	Vermont State Bank
81-CC-2158	Vermont State Bank
81-CC-2159	Vermont State Bank
81-CC-2160	Vermont State Bank
81-CC-2161	Vermont State Bank
81-CC-2175	Radosav Milanovic
81-CC-2413	Deborah Ann Norman Hayes
81-CC-2449	Earl E. Henkhaus
81-CC-2468	Regina King
81-CC-2469	Regina King

CONTRACTS—LAPSED APPROPRIATIONS FY 1981

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

75-CC-0865	Huston-Patterson Corp.	\$ 659.04
75-CC-1163	Fisher Scientific Equipment Co.	479.68
75-CC-1523	Lexington House Corp.	441.72

76-CC-0049	Air Illinois, Inc.	456.24
76-CC-0052	Air Illinois, Inc.	73.28
76-CC-0054	Air Illinois, Inc.	56.20
76-CC-0464	Galesburg Clinic	756.00
76-CC-0752	Standard Oil Division, Amoco Oil Co.	1,369.50
76-CC-1012	Carmen's Movers	3,007.50
76-CC-1235	Miller & Son Plumbing & Heating, Inc.	495.00
76-CC-1617	Walsh Brothers, Inc.	362,000.00
76-CC-2182	County of Randolph	1,310.80
76-CC-2459	Northern Illinois Gas Co.	1,258.51
76-CC-2687	Means Service Center	66.20
76-CC-2691	St. Mary Hospital	1,175.72
76-CC-2846	A. B. Dick Products Co.	31.35
76-CC-2847	A. B. Dick Products Co.	60.00
76-CC-3004	Sam & Jake Loeb	127.44
76-CC-3007	First National Bank of Rock Island	83.10
76-CC-3024	Burkett Travel Service, Inc.	880.30
76-CC-3113	Earl J. Barnes	6,916.25
77-CC-0409	Ozark Air Lines, Inc.	80.00
77-CC-0456	USV Pharmaceutical Corp.	142.73
77-CC-0557	Cook County State's Attorney's Office	4,972.46
77-CC-0777	Ronald J. Deboer	45.00
77-CC-0832	K Mart, 4030	125.00
77-CC-0863	Springfield Sangamon County Regional Planning Com.	725.00
77-CC-1190	Michael Reese Hospital & Medical Center	202.20
77-CC-1268	Wilbert F. Henkel	6,095.32
77-CC-1514	General Electric Co.	3,195.00
77-CC-1611	David W. Esser, D.D.S., P.C.	50.00
77-CC-1796	Motorola, Inc.	345.10
77-CC-2219	Central Office Equipment Co.	1,521.55
77-CC-2220	Central Office Equipment Co.	992.64
77-CC-2321	Styrest Nursing Home	4,040.72
77-CC-2354	Hazel Baker & Eugene Lindsay	404.25
77-CC-2420	Inn of the Lamplighter, Inc.	34.66
77-cc-2435	Children's Home of Vermilion County	603.96
78-CC-0116	Jackson Park Hospital	1,060.10
78-CC-0170	Michigan State University Psychological Clinic	880.00
78-CC-0297	Foster G. McGaw Hospital—Loyola University of Chicago	543.20

78-CC-0476	Bloomington Radiology & Nuclear Medicine, S.C.	8.00
78-CC-0505	Hillsboro Hospital	43.00
78-CC-0507	Langeneckert, Inc.	52.47
78-CC-0612	Central YMCA High School	18,047.89
78-CC-0641	West Publishing Co.	233.50
78-CC-0651	Continental Insurance Co.	20,227.00
78-CC-0673	Hazeltine Corp.	382.00
78-CC-0690	RCA Service Co.	465.00
78-CC-0787	Illinois Bell Telephone Co.	378.00
78-CC-0799	Illinois Bell Telephone Co.	378.00
78-CC-0800	Illinois Bell Telephone Co.	378.00
78-CC-0912	Harper & Row Publishing	1,778.12
78-CC-1172	Michael Gaters	653.05
78-CC-1184	Allen Booz & Hamilton, Inc.	2,000.00
78-CC-1216	Joseph F. Schultze	307.30
78-CC-1437	Metro Reporting Service, Ltd.	179.93
78-CC-1445	Goldblatt Bros., Inc.	412.87
78-CC-1614	Manuel A. Segarra	1,466.56
78-CC-2125	Central Baptist Children's Home	20,082.04
78-CC-2190	Barbara Broome	85.81
79-CC-0062	Casa Central	985.02
79-CC-0193	Anchor Office Supply Co.	163.20
79-CC-0276	Central Office Equipment Co.	144.28
79-CC-0311	Xerox Corp.	1,483.62
79-CC-0317	Xerox Corp.	1,446.62
79-CC-0325	Xerox Corp.	225.70
79-CC-0326	Xerox Corp.	305.56
79-CC-0368	Anchor Office Supply Co.	146.52
79-CC-0419	Bloomington Public School District 87	1,100.66
79-CC-0455	Wilmetta Transportation Service	225.00
79-CC-0476	Ampex Corp.	131.93
79-CC-0494	Central Office Equipment Co.	1,869.23
79-CC-0536	Florence Crittenton Peoria Home	4,919.75
79-cc-0592	Motorola, Inc.	356.43
79-CC-1003	Ravenswood Hospital Medical Center	1,465.36
79-CC-1028	The Salvation Army Booth Memorial Hospital	15,285.15
80-CC-0036	Association of Community College Trustees	15.20
80-CC-0045	Kowa Graphics, Inc.	2,796.26

80-CC-0047	Associated Service & Supply Co.	3,666.00
80-CC-0061	Catholic Charities of Archdiocese of Chicago	2,680.00
80-CC-0120	Ford Printing, Duplication, Mailing, Inc.	2,131.60
80-CC-0162	Cambridge Book Co.	100.47
80-CC-0188	Christine Hadley	180.00
80-CC-0199	City of Geneva	2,911.23
80-CC-0273	Evans Construction Co.	8,703.98
80-CC-0310	Gilbert A. Force Co., Inc.	7,623.30
80-CC-0313	Catholic Social Service	20.31
80-CC-0314	Catholic Social Service	345.27
80-CC-0349	Stephen D. Fisher	1,365.32
80-CC-0350	Stephen D. Fisher	190.47
80-CC-0351	Stephen D. Fisher	141.96
80-CC-0352	Stephen D. Fisher	1,084.38
80-CC-0362	C & Clark Movers	760.00
80-CC-0368	American Airlines, Inc.	72.00
80-CC-0394	Illinois Bell Telephone Co.	2,862.89
80-CC-0397	Illinois Bell Telephone Co.	72.76
80-CC-0398	Illinois Bell Telephone Co.	459.92
80-CC-0413	NASCO	80.66
80-CC-0417	Reliable Ambulance Co.	65.00
80-CC-0430	George P. Shadid	727.96
80-CC-0431	George P. Shadid	592.02
80-CC-0433	George P. Shadid	647.60
80-CC-0448	Ferguson Motors Sales, Inc.	21.21
80-CC-0451	Western Illinois University	115.45
80-CC-0461	Thomas S. Brown	160.66
80-CC-0479	Officer Funeral Home	4.50
80-CC-0481	Champlin Petroleum Co.	11.93
80-CC-0488	B & P Office Supply Co.	186.00
80-CC-0498	Illinois Dangerous Drugs Rehabilitative Systems	8,006.00
80-CC-0534	City of Chicago	9,292.99
80-CC-0556	Bismarck Hotel	281.06
80-CC-0568	Paula Erenta	14.12
80-CC-0640	June M. Davidson	94.78
80-CC-0699	Springfield Van & Storage Co.	177.52
80-CC-0700	Graham Magnetics, Inc.	13,500.00
80-CC-0739	Xerox Corp.	3,615.87
80-CC-0744	Carson Manufacturing Co.	1,937.50

80-CC-0746	Curtis Detective Agency, Inc.	1,445.02
80-CC-0761	Allan R. Showalter, M.D., S.C.	700.00
80-CC-0769	H. Kohnstamm & Co., Inc.	2,008.30
80-CC-0772	Effingham Builders Supply Co.	1,512.00
80-CC-0774	Effingham Builders Supply Co.	1,608.76
80-CC-0776	Olivetti Corp.	357.20
80-CC-0780	Effingham Builders Supply Co.	907.20
80-CC-0781	Multi-Media Educational Center: James Bradshaw d/b/a	105.00
80-CC-0782	Multi-Media Educational Center: James Bradshaw d/b/a	84.00
80-CC-0794	Illinois Bell Telephone Co.	485.52
80-CC-0795	Loretto Hospital	127,961.41
80-CC-0797	Chesapeake & Potomac Telephone Co.	167.32
80-CC-0830	Xerox Corp.	229.72
80-CC-0843	Farouk Idriss, M.D.	2,500.00
80-CC-0858	McGuire, Inc.	209.98
80-CC-0868	Arrowhead Ranch	2,454.20
80-CC-0875	Northwest Child Development Center	1,600.20
80-CC-0880	George Sumner	1,134.00
80-CC-0883	Williams, Weathersby & Co.	7,000.00
80-CC-0888	Gilbert A. Force Co., Inc.	7,285.50
80-CC-0892	St. Joseph's Hospital Medical Center	36.00
80-CC-0896	General Motors Corp.	250.00
80-CC-0922	Longoria & Goldstine	202.61
80-CC-0927	Edward E. Feil, M.D.	150.00
80-CC-0937	Livingston County State's Attorney's Office	1,990.08
80-CC-0940	IBM	69.00
80-CC-0954	Maryanna J. Watson	360.00
80-CC-0956	Cardio-Pulmonary Associates	500.00
80-CC-0980	St. Elizabeth's Hospital	720.60
80-CC-0990	Savin Corp.	293.43
80-CC-0991	Savin Corp.	2,885.51
80-CC-0992	Transitional Living Process, Inc.	132.65
80-CC-1014	Nebraska Beef Packers	3,688.56
80-CC-1018	Camelot Care Center	389.97
80-CC-1035	Larry Michaud	4.00
80-CC-1038	Ramada Inn	29.40
80-CC-1039	Ramada Inn	60.90
80-CC-1041	Ramada Inn	56.70

80-CC-1048	Fairfield Memorial Hospital	1,625.25
80-CC-1050	Oak/Leyden Developmental Services, Inc.	5,609.70
80-CC-1052	Tech Electronics, Inc.	12,418.00
80-CC-1060	Frank B. Snell, M.D.	25.00
80-CC-1070	Elanore Johnson	200.00
80-CC-1078	Frontier Airlines	155.86
80-CC-1081	Duke & Duchess Preschool	712.00
80-CC-1082	University of Chicago	1,169.24
80-CC-1090	Mary Bartelme Homes	2,108.67
80-CC-1099	Solid State Technology, Inc.	730.30
80-CC-1114	Columbia Pipe & Supply Co.	2,274.00
80-CC-1115	Forum 30 Hotel	352.56
80-CC-1116	Jim W. Casey	78.98
80-CC-1133	Comprehensive Community Services of Metropolitan Chicago	2,243.83
80-CC-1138	Marion County Sheriff's Department	13.30
80-CC-1139	Marion County Sheriff's Department	24.85
80-CC-1140	Marion County Sheriff's Department	26.60
80-CC-1141	St. Mary's Hospital	650.00
80-CC-1142	The Baby Fold	1,242.12
80-CC-1143	Robert E. Hoehne, D.D.S.	300.00
80-CC-1150	United States Geological Survey	158.00
80-CC-1184	Columbus Hospital	3,688.25
80-CC-1185	VWR Scientific	1,266.00
80-CC-1187	Oberlander Electric Co.	1,452.89
80-CC-1197	Lawrence Hall School for Boys	53.55
80-CC-1198	Lawrence Hall School for Boys	875.52
80-CC-1200	Lawrence Hall School for Boys	1,606.50
80-CC-1205	Central Baptist Children's Home	7,658.10
80-CC-1207	Oscro Drug, Inc. # 411	3.89
80-CC-1218	Bismarck Hotel	216.18
80-CC-1222	Bismarck Hotel	170.10
80-CC-1234	Christine Russell	168.00
80-CC-1238	Ebony Management Associates, Inc.	7,719.19
80-CC-1256	John F. Lowney, Jr., M.D., S.C.	1,900.00
80-CC-1258	Dental Health Administrative & Consulting Services, Inc.	3,244.50
80-CC-1261	Alva W. Minor	4,995.00
80-CC-1262	Roseberg, Sneed & Brooks Associates	36.10

80-CC-1268	Treasurer of Kane County	1,560.64
80-CC-1269	Treasurer of Kane County	1,434.45
80-CC-1302	Air Illinois, Inc.	180.00
80-CC-1303	Air Illinois, Inc.	42.00
80-CC-1304	Air Illinois, Inc.	5.25
80-CC-1307	Mount Sinai Hospital Medical Center	4,770.80
80-CC-1310	Capital Auto Leasing Co.	162.00
80-CC-1321	Antonio M. Yantz, M.D., S.C.	1,977.00
80-CC-1340	Washington University	270.00
80-CC-1349	Carey's Furniture Co., Inc.	8,108.16
80-CC-1351	R & L Transportation Little Folks Cottage, Inc.	473.00
80-CC-1357	Health Care Service Corp.	7,725.89
80-CC-1361	Neuropsychiatry, S.C.	132.00
80-CC-1368	La Rabida Children's Hospital	5,997.50
80-CC-1373	Monroe Truck Equipment	907.50
80-CC-1375	Associated Internists of Chicago, Ltd.	875.00
80-CC-1379	Washington University School of Medicine	945.00
80-CC-1383	Lowell M. Thompson, D.D.S., Ltd.	319.00
80-CC-1386	Catholic Social Service	195.00
80-CC-1387	Catholic Social Service	130.00
80-CC-1392	Catholic Social Service	1,295.00
80-CC-1401	Catholic Social Service	910.00
80-CC-1402	Catholic Social Service	65.00
80-CC-1404	Catholic Social Service	130.00
80-CC-1408	General Electric Co.	68.14
80-CC-1411	Stephen L. Roth, M.D., Ltd.	85.00
80-CC-1421	Claudia Cullen	287.50
80-CC-1422	Matthew Bender & Co., Inc.	288.00
80-CC-1425	The Monroe Clinic	40.00
80-CC-1426	K.N. Hamza, M.D.	16.00
80-CC-1445	Robert D. Shaw	272.00
80-CC-1450	United States Office of Education	35,000.00
80-CC-1459	Central Baptist Children's Home	1,008.00
80-CC-1461	Decatur Memorial Hospital	28.32
80-CC-1468	Decatur Memorial Hospital	1,156.70
80-CC-1484	Illinois State University	149.00
80-CC-1486	Irene Gagaoudake	87.88
80-CC-1501	Central Office Equipment	681.19

80-CC-1503	Central Office Equipment	236.00
80-CC-1505	Central Office Equipment	304.57
80-CC-1509	Central Office Equipment	160.40
80-CC-1540	Diane A. Ellison	804.74
80-CC-1542	Xerox Corp.	1,814.70
80-CC-1548	Carbit Paint Co.	167.50
80-CC-1553	Decatur Memorial Hospital	42.22
80-CC-1558	Arrowhead Ranch	165.00
80-CC-1574	Patrick Powers	2,726.00
80-CC-1584	Rockford Memorial Hospital	2,025.89
80-CC-1587	Glenkirk Association for the Retarded	174.66
80-CC-1588	St. James Hospital	156.00
80-CC-1599	The Monroe Clinic	20.00
80-CC-1600	The Monroe Clinic	20.00
80-CC-1601	The Monroe Clinic	60.00
80-CC-1602	The Monroe Clinic	33.50
80-CC-1610	Sisters of the Third Order of St. Francis	3,000.00
80-CC-1614	Prince George's County Board of Education	499.00
80-CC-1619	Chaddock Boys School	1,794.15
80-CC-1629	J.C. Penney Co., Inc.	545.83
80-CC-1645	Catholic Social Service	953.92
80-CC-1654	Metal-Air Corp.	14,000.00
80-CC-1659	Centralia X-Ray & Clinical Lab.	5.00
80-CC-1666	Commonwealth Edison Co.	3,545.07
80-CC-1670	Xerox Corp.	75.00
80-CC-1671	Xerox Corp.	120.02
80-CC-1674	Xerox Corp.	198.30
80-CC-1676	Xerox Corp.	175.22
80-CC-1677	Xerox Corp.	350.00
80-CC-1680	Xerox Corp.	32.01
80-CC-1683	Xerox Corp.	39.39
80-CC-1684	Xerox Corp.	157.20
80-CC-1685	Xerox Corp.	140.00
80-CC-1686	Xerox Corp.	132.42
80-CC-1696	Xerox Corp.	175.21
80-CC-1697	Xerox Corp.	354.70
80-CC-1701	Xerox Corp.	165.03
80-CC-1706	Xerox Corp.	679.10
80-CC-1707	Xerox Corp.	329.50
80-CC-1709	Xerox Corp.	281.59
80-CC-1713	Xerox Corp.	311.25

80-CC-1717	Xerox Corp.	7,453.00
80-CC-1723	Lutheran Social Services of Illinois	54.40
80-CC-1724	Lutheran Social Services of Illinois	1,290.99
80-CC-1727	Savin Corp.	2,247.54
80-CC-1728	IKT Service, Inc.	179.37
80-CC-1742	Axline Pharmacy	24.18
80-CC-1743	Axline Pharmacy	16.49
80-CC-1754	Benton, Schneider & Associates, Inc.	4,339.17
80-CC-1756	Elgin Radiologists	23.00
80-CC-1758	Elgin Radiologists	12.00
80-CC-1760	Methodist Youth Services	1,569.86
80-CC-1761	LaQuinta Motor Inn	33.60
80-CC-1764	Chestel, Inc.	819.00
80-CC-1765	Regal 8 Inn of Lincoln	12.47
80-CC-1766	Victor C. Kern	354.18
80-CC-1774	Richard W. Zimmerman, M.D.	17.00
80-CC-1778	Osco Drug, Inc. #877	22.45
80-CC-1779	Lt. Joseph P. Kennedy Jr. School	2,424.31
80-CC-1786	Kathy A. E. Jones	246.50
80-CC-1790	Memphis Equipment Co.	18.14
80-CC-1791	S.I. Equipment, Inc.	72.75
80-CC-1800	Elk Grove Township Community Day Care Center	192.00
80-CC-1804	Volunteers of America	6,698.98
80-CC-1809	Edward Spellar	38.85
80-CC-1814	Good Samaritan Hospital	1,170.00
80-CC-1827	Harris Data Communications, Inc.	7,730.78
80-CC-1828	Josten's	37.77
80-CC-1829	Loyola Medical Practice Plan	1,095.00
80-CC-1830	Loyola Medical Practice Plan	75.00
80-CC-1831	Loyola Medical Practice Plan	105.00
80-CC-1832	Loyola Medical Practice Plan	270.00
80-CC-1833	Loyola Medical Practice Plan	266.00
80-CC-1834	Loyola Medical Practice Plan	246.00
80-CC-1835	Loyola Medical Practice Plan	1,860.00
80-CC-1836	Loyola Medical Practice Plan	70.00
80-CC-1837	Loyola Medical Practice Plan	180.00
80-CC-1838	Loyola Medical Practice Plan	75.00
80-CC-1839	Loyola Medical Practice Plan	600.00
80-CC-1840	Loyola Medical Practice Plan	255.00
80-CC-1841	Loyola Medical Practice Plan	330.00
80-CC-1842	Loyola Medical Practice Plan	240.00

80-CC-1843	Loyola Medical Practice Plan	135.00
80-CC-1849	CSC Scientific Co. Inc.	1,255.50
80-CC-1852	Loyola Medical Practice Plan	3,225.20
80-CC-1858	Susan M. Scott	150.53
80-CC-1863	Berlitz School of Languages	1,975.50
80-CC-1866	Delores Remis	56.65
80-CC-1867	Springfield Electric Supply Co.	362.02
80-CC-1868	Anvan Hotel Corp.	216.25
80-CC-1869	Community Mennonite Day Care Center	581.50
80-CC-1872	N. Turek & Sons Supply Co.	14.49
80-CC-1876	Trans World Airlines, Inc.	566.01
80-CC-1877	Trans World Airlines, Inc.	622.00
80-CC-1878	Trans World Airlines, Inc.	159.98
80-CC-1879	Trans World Airlines, Inc.	292.01
80-CC-1880	State Employees' Retirement System of Illinois	2,442.47
80-CC-1881	State Employees' Retirement System of Illinois	23,933.30
80-CC-1882	State Employees' Retirement System of Illinois	5,074.05
80-CC-1883	State Employees' Retirement System of Illinois	2,693.00
80-CC-1884	State Employees' Retirement System of Illinois	2,016.48
80-CC-1886	William K. Jenkins	1,500.00
80-CC-1889	Dr. Thomas Jaquet M.D.	208.00
80-CC-1892	Woodland Home	458.15
80-CC-1897	Peoria Public Schools—District 150	1,599.99
80-CC-1905	Arden Shore Association	1,727.90
80-CC-1907	The Michael Co.	2,312.73
80-CC-1917	The Tramco Co.	4,975.00
80-CC-1919	St. Mary's Hospital of Kankakee, Illinois	2,073.06
80-CC-1923	Phillips Petroleum Co.	252.63
80-CC-1925	Oak Forest Hospital	18,216.00
80-CC-1927	Southern Illinoisan	431.20
80-CC-1928	Misericordia Home North	1,997.74
80-CC-1930	Children's Home & Aid Society of Illinois	69.70
80-CC-1931	Merkel's, Inc.	5,074.43
80-CC-1934	Columbus Services International	404.35
80-CC-1946	Anchor Office Supply Co.	489.28
80-CC-1948	Anchor Office Supply Co.	69.28
80-CC-1949	Anchor Office Supply Co.	23.10

80-CC-1950	Anchor Office Supply Co.	31.25
80-CC-1951	Anchor Office Supply Co.	190.86
80-CC-1952	Anchor Office Supply Co.	125.28
80-CC-1953	Anchor Office Supply Co.	46.74
80-CC-1954	Anchor Office Supply Co.	40.11
80-CC-1956	Anchor Office Supply Co.	165.24
80-CC-1957	Anchor Office Supply Co.	34.50
80-CC-1964	Xerox Corp.	1,872.10
80-CC-1965	Xerox Corp.	588.21
80-CC-1969	Xerox Corp.	210.74
80-CC-1974	Alco Sales & Service Co.	3,543.33
80-CC-1977	Jenner & Block	4,952.00
80-CC-1979	Fisher Scientific Co.	361.50
80-CC-1980	Rush Presbyterian St. Luke's Medical Center	365.00
80-CC-1981	Barber-Coleman Co.	650.13
80-CC-1982	Barber-Coleman Co.	78.60
80-CC-1984	Allendale School for Boys	11,106.48
80-CC-1987	Motorola, Inc.	548.00
80-CC-1988	Motorola, Inc.	154.00
80-CC-1990	Sherman J. & Dorothy Teeling	800.00
80-CC-1991	Kay F. Brownfield	3,161.00
80-CC-1992	Mobil Oil Credit Corp.	73.79
80-CC-1993	Mobil Oil Credit Corp.	90.17
80-CC-1994	Mobil Oil Credit Corp.	122.25
80-CC-1995	Mobil Oil Credit Corp.	60.71
80-CC-1996	Mobil Oil Credit Corp.	58.89
80-CC-1997	Mobil Oil Credit Corp.	941.88
80-CC-1998	Mobil Oil Credit Corp.	1,962.59
80-CC-1999	Mobil Oil Credit Corp.	340.46
80-CC-2003	American Ideal Cleaning Co.	988.83
80-CC-2005	Allendale School for Boys	1,128.90
80-CC-2008	Adriana Vycas	184.07
80-CC-2009	Adriana Vycas	163.61
80-CC-2012	Vivian Sachatook	1,037.71
80-CC-2013	Vivian Sachatook	607.48
80-CC-2022	Firestone Tire & Rubber Co.	2,764.71
80-CC-2023	Pinckneyville Community Hospital District	545.96
80-CC-2025	Metro Reporting Service, Ltd.	84.90
80-CC-2035	Graham, O'Shea & Wisnosky Architects, Inc.	5,092.12
80-CC-2038	Arthur Andersen & Co.	30,550.00

80-CC-2039	Bell & Howell Education Group, Inc.	2,684.08
80-CC-2040	Standard Oil Division, Amoco Oil Co.	39.45
80-CC-2041	Standard Oil Division, Amoco Oil Co.	2,041.84
80-CC-2043	Joliet-Will County Community	320.00
80-CC-2044	Effingham Builders Supply Co.	711.90
80-CC-2046	State Employees' Retirement System of Illinois	127.28
80-CC-2047	Desaulniers & Co.	677.90
80-CC-2048	Sebastian Tapia M.D.	15.00
80-CC-2053	John C. Evans, Jr.	668.68
80-CC-2055	Loyola Medical Practice Plan	900.00
80-CC-2056	Loyola Medical Practice Plan	1,435.00
80-CC-2057	Loyola Medical Practice Plan	435.00
80-CC-2058	Loyola Medical Practice Plan	512.00
80-CC-2059	Loyola Medical Practice Plan	85.00
80-CC-2060	Jeff D. Bryant, Jr.	330.83
80-CC-2065	Spaulding for Children, N.J.	691.08
80-CC-2067	Tractor Supply Co.	93.72
80-CC-2070	Centralia X-Ray & Clinical Lab	15.00
80-CC-2072	Dr. George K. Wroblewski	2,083.78
80-CC-2080	St. Joseph Hospital	46.08
80-CC-2084	Pace Applied Technology, Inc.	484.06
80-CC-2085	Martha A. Mills	17,605.85
80-CC-2088	Grob Chevrolet, Inc.	11,280.00
80-CC-2091	Livingston County	113.70
80-CC-2092	Livingston County	77.70
80-CC-2093	Livingston County	94.80
80-CC-2094	Livingston County	87.40
80-CC-2095	Holiday Inn of Joliet, Inc.	1,622.81
80-CC-2096	Fruit Belt Service Co.	1,463.38
80-CC-2097	Buschart Brothers, Inc.	255.96
80-CC-2098	Dictaphone Corp.	902.00
80-CC-2102	W. R. Weaver Co.	137.36
80-CC-2105	Livingston County	1631.46
80-CC-2106	Neurological Association	50.00
80-CC-2107	Pick Congress Hotel	987.62
80-CC-2110	James P. Bray	202.38
80-CC-2111	Illinois Eastern Community Colleges	14,568.00
80-CC-2112	Illinois Eastern Community Colleges	65,078.46
80-CC-2114	Alba Builders	2,070.00
80-CC-2116	Search Group, Inc.	1,539.96
80-CC-2119	Emily Thomas	726.23

80-CC-2122	Misericordia Home South	458.60
80-CC-2131	Midwesco, Inc.	1,112.75
80-CC-2136	Moline Public Hospital	2,109.00
80-CC-2137	Neurological Clinic of Rockford	172.00
80-CC-2142	Family Care Services of Metropolitan Chicago	4,098.40
80-CC-2145	Threads U.S.A.	201.48
80-CC-2146	Murphy Movers, John Murphy d/b/a	1,758.75
80-CC-2152	Dr. Sebastian C. Tapia	14.00
80-CC-2153	Southern Illinois University at Carbondale	145.00
80-CC-2156	Star Service & Petroleum Co.	83.90
80-CC-2160	Key City Motors, Inc.	170.50
80-CC-2162	Columbia College	2,475.00
80-CC-2165	Anchor Office Supply Co.	174.96
80-CC-2167	Anchor Office Supply Co.	309.52
80-CC-2168	Anchor Office Supply Co.	162.48
80-CC-2169	Anchor Office Supply Co.	97.90
80-CC-2170	Anchor Office Supply Co.	1,512.57
80-CC-2171	Anchor Office Supply Co.	148.90
80-CC-2172	Anchor Office Supply Co.	197.20
80-CC-2174	Anchor Office Supply Co.	1,659.84
80-CC-2175	Midwesco, Inc.	1,126.68
80-CC-2181	Linda Vaughn	756.00
80-CC-2182	Cornelius E. Toole	2,390.00
80-CC-2184	Kim R. Allen	1,372.00
80-CC-2185	Teachers' Retirement System	327.19
80-CC-2186	Anna Block & Coal Co.	211.50
80-CC-2189	C & P Telephone Co. of Washington	1,719.65
80-CC-2191	R.B. Evans Co.	4,780.94
80-CC-2194.	Crisis Homes	310.65
80-CC-2196	Crisis Homes	262.55
80-CC-2197	Crisis Homes	327.95
80-CC-2198	Crisis Homes	245.25
80-CC-2199	Crisis Homes	22.05
80-CC-2200	Crisis Homes	31.75
80-CC-2203	Hammond Sheet Metal Co.	23.42
80-CC-2204	Loyola Medical Practice Plan	270.00
80-CC-2206	Gamma Photo Lab., Inc.	37.35
80-CC-2207	Continental Telephone of Illinois	396.24
80-CC-2209	Northwest Mental Health Center	200.00
80-CC-2210	Palatine-Meadows Nursery School	757.00
80-CC-2213	Coroner Wes Wiseman	318.40

80-CC-2217	Texaco, Inc.	14.52
80-CC-2218	Texaco, Inc.	19.54
80-CC-2219	Texaco, Inc.	81.46
80-CC-2220	Texaco, Inc.	32.72
80-CC-2221	Texaco, Inc.	109.50
80-CC-2222	Texaco, Inc.	16.39
80-CC-2223	Texaco, Inc.	169.98
80-CC-2224	Texaco, Inc.	502.49
80-CC-2225	Texaco, Inc.	18.47
80-CC-2226	Texaco, Inc.	4.00
80-CC-2227	Texaco, Inc.	235.11
80-CC-2228	Texaco, Inc.	50.03
80-CC-2229	Texaco, Inc.	11.87
80-CC-2230	Texaco, Inc.	9.94
80-CC-2231	Texaco, Inc.	19.98
80-CC-2232	Texaco, Inc.	11.23
80-CC-2233	Texaco, Inc.	15.42
80-CC-2234	Texaco, Inc.	36.68
80-CC-2235	Texaco, Inc.	26.87
80-CC-2236	Ralph Hahn & Associates	171.01
80-CC-2237	Hargrave International, Inc.	5,262.56
80-CC-2239	Robert L. Rader, M.D.	335.00
80-CC-2240	Data Documents, Inc.	1,907.70
80-CC-2243	Union County Hospital District	1,122.85
80-CC-2244	Medical Surgical Clinic	20.00
80-CC-2248	The Baby Fold	3,000.00
80-CC-2252	Central Illinois Public Service <i>Co.</i>	335.73
80-CC-2253	Oak Lawn Lodge, Inc.	1,559.52
80-CC-2254	Radio TV Reports, Inc.	30.00
80-CC-2259	Inpro, Inc.	719.00
80-CC-2261	De Paul University	11,889.00
80-CC-2264	Nashua Corp.	112.50
80-CC-2266	Ross Touche & Co.	2,575.00
80-CC-2278	Catholic Social Service	275.00
80-CC-2279	Switzer's, Inc.	111.00
80-CC-2283	Cook County Hospital	310.00
80-CC-2285	Manuel Herrera	94.00
80-CC-2286	Downers Grove Orthopedics	215.00
80-CC-2292	Bell & Howell Education Group	450.00
80-CC-2298	West Suburban Hospital	961.90
80-CC-2299	Metro Reporting Service, Ltd.	2,804.05
80-CC-2303	St. Joseph Hospital	154.00

81-CC-0004	National Computer Systems, Inc.	112.88
81-CC-0005	Christie Clinic	225.00
81-CC-0015	Ellis Corp.	372.00
81-CC-0019	Mary O. Elting	65.93
81-CC-0022	Salvatore Palumbo, Sr.	1,265.48
81-CC-0025	Illinois Bell Telephone Co.	31.50
81-CC-0027	University of Chicago	4,236.74
81-CC-0034	Gerald A. Drendel	7,541.20
81-CC-0040	Dreyer Medical Clinic	218.00
81-CC-0041	Chris Beiderbecke	126.00
81-CC-0048	Christy-Foltz, Inc.	674.00
81-CC-0054	University of Chicago, Operator of Argonne National Lab	3,107.68
81-CC-0059	Olivetti Corp.	286.00
81-CC-0066	Egizii Electric, Inc.	1,019.18
81-CC-0067	Tim Swain	279.40
81-CC-0068	Tim Swain	190.00
81-CC-0069	Tim Swain	2,440.00
81-CC-0070	Tim Swain	187.50
81-CC-0071	Tim Swain	60.73
81-CC-0078	Hobart North Welding Supply, Inc.	1,000.00
81-CC-0080	Bailey Technical School	58.37
81-CC-0111	Moline Radiology Associates, S.C.	22.00
81-CC-0118	Livingston County	114.40
81-CC-0119	Livingston County	101.00
81-CC-0120	Livingston County	143.00
81-CC-0122	Livingston County	101.00
81-CC-0123	Livingston County	132.00
81-CC-0124	Livingston County	101.00
81-CC-0126	Livingston County	101.00
81-CC-0127	Livingston County	101.00
81-CC-0128	Livingston County	101.00
81-CC-0129	Livingston County	101.00
81-CC-0131	Olivetti Corp.	286.00
81-CC-0132	Olivetti Corp.	286.00
81-CC-0133	Irving C. Sherman, M.D.	45.00
81-CC-0134	J. L. McCormick	132.94
81-CC-0137	Sherman Hospital Association	351.00
81-CC-0144	Goodyear Tire Co.	536.00
81-CC-0150	AIA Research	3,761.61
81-CC-0153	Maxine Ross	126.88
81-CC-0154	Metro Reporting Service, Ltd.	195.80

81-CC-0155	Metro Reporting Service, Ltd.	85.25
81-CC-0156	Metro Reporting Service, Ltd.	112.70
81-CC-0157	Metro Reporting Service, Ltd.	79.00
81-CC-0159	Metro Reporting Service, Ltd.	275.20
81-CC-0170	Burrell Colour, Inc.	218.50
81-CC-0172	Raul C. Saavedra, M.D.	158.50
81-CC-0174	Olivetti Corp.	286.00
81-CC-0188	Michael A. Dunbar	150.00
81-CC-0192	Eric C. Kast, M.D.	222.00
81-CC-0203	Transport Clearings-Midwest, Inc.	68.46
81-CC-0204	City of Chicago	65,642.65
81-CC-0205	Mental Health Association of Pike County	160.00
81-CC-0206	Rockford Consortium for Comprehensive Employment & Training	8,144.11
81-CC-0211	Eric C. Kast, M.D.	379.00
81-CC-0215	St. Margaret's Hospital	15.08
81-CC-0219	Beckley-Cardy Co.	3,227.55
81-CC-0221	Jewish Employment & Vocational Service	45.00
81-CC-0223	Carey's Furniture Co., Inc.	265.00
81-CC-0225	Domtar Industries, Inc.	3,559.87
81-CC-0226	Domtar Industries, Inc.	477.54
81-CC-0227	Carey's Furniture Co., Inc.	400.00
81-CC-0229	Audio Consultants, Inc.	360.00
81-CC-0233	Motorola, Inc.	842.00
81-CC-0237	GTE Automatic Electric, Inc.	430.40
81-CC-0239	Gerald G. Kerns	450.00
81-CC-0240	Perry Dicastri	450.00
81-CC-0241	Divincen Hearing Aid	325.00
81-CC-0248	Olivetti Corp.	357.20
81-CC-0300	Robert Gaebler	300.00
81-CC-0301	LeMont Mechanical Industries, Inc.	2,690.00
81-CC-0306	Probate Court— Juvenile Division	100.00
81-CC-0311	American Scientific Products	312.13
81-CC-0315	ITT Continental Baking Co., Inc.	798.06
81-CC-0323	Clyde Berry	125.00
81-CC-0325	General Building & Maintenance Co.	5,000.00
81-CC-0331	J.M. Barger Plumbing & Heating	1,754.50
81-CC-0333	City of Chicago	130,059.59
81-CC-0334	Argonne National Laboratory	2,361.04
81-CC-0335	Eugene & Georgine Scavone	2,053.62
81-CC-0341	Fenton Press, Inc.	3,256.00
81-CC-0342	Fenton Press, Inc.	2,664.66

81-CC-0344	A.B. Dick, Co.	122.32
81-CC-0346	Joliet Junior College District 525	63.00
81-CC-0347	Joliet Junior College District 525	168.00
81-CC-0356	Curtis K. Brady	329.82
81-CC-0357	St. Clair County Intergovernmental Grants	25,753.50
81-CC-0358	Rebco Audio Visual, Inc.	96.00
81-CC-0359	Rebco Audio Visual, Inc.	109.90
81-CC-0361	Rebco Audio Visual, Inc.	76.00
81-CC-0363	Rebco Audio Visual, Inc.	343.67
81-CC-0364	Reaco Battery Service Corp.	850.00
81-CC-0365	Cynthia E. Motyka	2,243.10
81-CC-0367	Paxton's, Inc.	171.92
81-CC-0368	Paxton's, Inc.	398.22
81-CC-0370	Commonwealth Edison Co.	354.59
81-CC-0379	Commonwealth Edison Co.	331.23
81-CC-0395	St. Francis Hospital—Medical	8,185.04
81-CC-0404	Riverside Medical Center	3,473.68
81-CC-0406	Kathy J. Hohenstein	133.50
81-CC-0415	Thomas P. Smith	238.50
81-CC-0416	S.I.E. Equipment, Inc.	2,155.81
81-CC-0418	Freeport Memorial Hospital	902.20
81-CC-0419	Peat, Marwick, Mitchell & Co.	3,085.38
81-CC-0425	ENT Surgical Associates, Ltd.	130.00
81-CC-0426	ENT Surgical Associates, Ltd.	64.25
81-CC-0430	American Airlines, Inc.	99.00
81-CC-0431	American Airlines, Inc.	212.00
81-CC-0432	American Airlines, Inc.	1,089.00
81-CC-0433	American Airlines, Inc.	194.00
81-CC-0434	American Airlines, Inc.	176.00
81-CC-0436	Tanya R. Algee	274.00
81-CC-0441	CGR Medical Corp.	811.64
81-CC-0443	Illinois Bell Telephone Co.	595.23
81-CC-0448	Olivetti Corp.	7,404.00
81-CC-0456	Catholic Social Service	8.00
81-CC-0458	Manor Motel	187.95
81-CC-0459	Carmi Township Hospital	456.90
81-CC-0460	Hammer Residences, Inc.	783.10
81-CC-0463	Soiltest, Inc.	7,360.00
81-CC-0481	Alexander Garcia	548.00
81-CC-0485	Commonwealth Edison Co.	230.56
81-CC-0492	Sargent-Welch Scientific Co.	708.41
81-CC-0494	Robert L. Snook	2,595.00

81-CC-0495	Misericordia Home South	348.45
81-CC-0496	Aamed, Inc.	1,904.30
81-CC-0497	Bernice & George Lund	65.00
81-CC-0502	Brokaw Hospital	432.01
81-CC-0503	Brokaw Hospital	2,743.80
81-CC-0504	Brokaw Hospital	1,608.65
81-CC-0511	Olin Corp.	1,674.30
81-CC-0514	William D. Stevens, Ph.D.	300.00
81-CC-0516	Ray, O'Herron, Co.	954.00
81-CC-0517	Modern Sound Pictures	85.00
81-CC-0525	Oklahoma Rig & Supply Co., Inc.	1,081.14
81-CC-0526	Fendall Co.	26.73
81-CC-0527	DeLong Disposal	405.00
81-CC-0529	Visually Handicapped Managers of Illinois, Inc.	28,280.00
81-CC-0530	Pick Congress Hotel	612.00
81-CC-0539	Memphis State University	220.50
81-CC-0542	State of California	1,884.00
81-CC-0551	Safe Business Systems, Inc.	11,325.00
81-CC-0569	Kathleen Haayer	78.40
81-CC-0570	Sherry Nienhouse	184.00
81-CC-0572	St. Mary's Hospital	1,691.40
81-CC-0573	State of Indiana	2,836.81
81-CC-0575	Norrell Services, Inc.	41.48
81-CC-0577	Dorothy F. Cooney	75.00
81-CC-0585	Standard Register Co.	1,201.09
81-CC-0586	Standard Register Co.	1,201.09
81-CC-0595	St. Mary's Hospital	1,588.75
81-CC-0610	Medford Oil Co.	519.40
81-CC-0611	Advanced Office Systems, Inc.	385.00
81-CC-0623	Jewish Vocational Service & Employment Center	246.82
81-CC-0624	Jewish Vocational Service & Employment Center	72.90
81-CC-0625	Jewish Vocational Service & Employment Center	113.50
81-CC-0625	Fahmi Rashid	660.26
81-CC-0632	Bekta Management	2,940.25
81-CC-0634	Fox Photo, Inc.	79.08
81-CC-0636	Rock Island County Association for Retarded Citizens	2,674.80
81-CC-0642	Illinois Valley Community College	102.50

81-CC-0645	Brokaw Hospital	2,291.20
81-CC-0659	Storage Systems, Inc.	675.00
81-CG-0663	Board of Regents of Regency Universities	5,231.04
81-CC-0667	Cardinal Fence Co.	2,189.00
81-CC-0671	Illinois Contractor's Machinery, Inc	9,751.45
81-CC-0674	Livingston Service Co.	166.03
81-CC-0675	Livingston Service Co.	18.38
81-CC-0680	Middleby-Marshall Oven Co., Inc.	3,565.10
81-CC-0690	Howard Uniform Co.	2,042.00
81-CC-0692	Warren Achievement Center, Inc.	453.85
81-CC-0693	David L. Smith	190.55
81-CC-0699	Karoll's, Inc.	327.93
81-CC-0700	Janesville Orthopaedic Surgery Group	77.00
81-CC-0702	Benjamin Blackman, M.D.	100.00
81-CC-0703	Clark Oil & Refining Corp.	338.60
81-CC-0704	Clark Oil & Refining Corp.	117.00
81-CC-0706	Frank E. Bernardoni	256.45
81-CC-0713	Allendale School for Boys	4,593.54
81-CC-0717	Sangamon State University	2,104.32
81-CC-0722	Union County Hospital District	24.00
81-CC-0723	Karoll's, Inc.	5,616.38
81-CC-0724	Beef Boners & Sausage Makers	50.00
81-CC-0725	Beef Boners & Sausage Makers	182.50
81-CC-0726	Beef Boners & Sausage Makers	85.50
81-CC-0727	Beef Boners & Sausage Makers	191.00
81-CC-0728	Beef Boners & Sausage Makers	20.00
81-CC-0729	Beef Boners & Sausage Makers	18.00
81-CC-0730	Beef Boners & Sausage Makers	87.00
81-CC-0731	Beef Boners & Sausage Makers	100.00
81-CC-0732	Beef Boners & Sausage Makers	141.00
81-CC-0733	Beef Boners & Sausage Makers	11.00
81-CC-0734	Beef Boners & Sausage Makers	86.00
81-CC-0735	Beef Boners & Sausage Makers	106.00
81-CC-0736	Beef Boners & Sausage Makers	80.00
81-CC-0737	Beef Boners & Sausage Makers	56.00
81-CC-0738	Beef Boners & Sausage Makers	15.00
81-CC-0739	Beef Boners & Sausage Makers	54.00
81-CC-0740	Beef Boners & Sausage Makers	186.00
81-CC-0741	Thomas P. Brennan	139.54
81-CC-0742	Thomas P. Brennan	165.49
81-CC-0745	Williamson County Sheriff's Department	1,126.00

81-CC-0746	Macomb Daily Journal	76.80
81-CC-0748	Knotes of Illinois	14.71
81-CC-0749	Arrow Trailer & Equipment Co.	15,222.00
81-CC-0752	National Medical Supply Co.	790.00
81-CC-0762	Jenkins & Key Moving & Storage, Inc.	813.93
81-CC-0763	Connie R. Piepenburg	43.38
81-CC-0764	Prager Storage & Van Co., Inc.	3,170.80
81-CC-0768	Marben's, Inc.	177.38
81-CC-0770	Anis Ahmad, M.D., Medical Arts Assoc., Ltd.	35.60
81-CC-0775	Bloomington Radiology & Nuclear Medicine, S.C.	12.00
81-CC-0777	John D. Coleman	20.40
81-CC-0778	A. M. Paisley, M.D.	360.00
81-CC-0780	Jay W. Haines, II, M.D., Ltd.	100.00
81-CC-0781	City of Chicago	4,069.24
81-CC-0782	James Burke	857.83
81-CC-0786	Savin Corp.	180.00
81-CC-0789	Delores H. Dahl	656.25
81-CC-0790	Sherry Nienhouse	424.71
81-CC-0791	Northern Prosthetics & Orthopedic Co.	120.30
81-CC-0792	Holiday Inn of Mt. Vernon	21.00
81-CC-0793	Robert Brauer	108.58
81-CC-0796	Tazewell County Sheriff's Department	3,428.80
81-CC-0797	Vernon Burnett	234.00
81-CC-0798	Atlas Material Handling Equipment, Inc.	4,264.50
81-CC-0799	Thomas F. Sonneborn	612.95
81-CC-0800	Hakim Jaradat	295.92
81-CC-0801	Diebold, Inc.	1,334.42
81-CC-0804	Circle Tour & Travel of Springfield, Ill.	336.00
81-CC-0810	Inman Freight System, Inc.	93.80
81-CC-0811	City of Chicago	6,538.63
81-CC-0815	Donald C. Shine	11,819.76
81-CC-0818	Lloyd E. Thompson, Ltd.	50.00
81-CC-0819	St. Francis Hospital Medical Center	161.97
81-CC-0820	St. Francis Hospital Medical Center	405.23
81-CC-0824	Ks Merchandise Mart, Inc.	7.50
81-CC-0825	K's Merchandise Mart, Inc.	2.88
81-CC-0826	K's Merchandise Mart, Inc.	90.59
81-CC-0827	Carle Foundation Hospital	648.54
81-CC-0828	Hardin, Rodrigues & Boiven Anesthesiologists, Ltd.	171.00

81-CC-0834	Concordia College	660.00
81-CC-0835	St. Elizabeth's Hospital	5,366.90
81-CC-0836	City of Chester	3,054.80
81-CC-0837	Skokie Valley Electric Co.	5,221.99
81-CC-0842	Wallace Enterprises, Inc.	127.57
81-CC-0843	Beling Consultants, Inc.	1,079.60
81-CC-0844	Olivetti Corp.	400.00
81-CC-0845	Olivetti Corp.	132.00
81-CC-0846	Pediatrics, Limited	825.00
81-CC-0848	Morton Salt Division	1,211.89
81-CC-0849	Lynne N. Alber	696.77
81-CC-0850	Dimes, Inc.	1,383.00
81-CC-0851	Dimes, Inc.	350.00
81-CC-0862	Couch & Heyle, Inc.	2,254.00
81-CC-0863	Marion Avery	300.00
81-CC-0864	Little Angels Nursing Home, Inc.	4,086.60
81-CC-0867	Burroughs Corp.	588.00
81-CC-0869	S. Meltzer & Sons	2,527.00
81-CC-0872	Greene County Health Department	3,635.81
81-CC-0873	Bell & Gustus, Inc.	2,997.20
81-CC-0882	Jenner & Block	1,550.42
81-CC-0883	Miles Pharmaceuticals	261.96
81-CC-0884	Andersen-Witte Engraving Co.	615.25
81-CC-0885	Orthopedic Associates of Streator, S.C.	450.00
81-CC-0886	Howard Uniform Co.	9,855.25
81-CC-0888	Applied Urbanetics	1,212.18
81-CC-0889	Larry S. Patton, D.O.	63.10
81-CC-0892	Richard C. Yocom	123.11
81-CC-0894	Englewood Electrical Supply	4,873.25
81-CC-0895	Union Medical Center	55.00
81-CC-0896	Union Medical Center	135.00
81-CC-0897	Union Medical Center	163.00
81-CC-0898	David D. Main	373.00
81-CC-0899	Central Office Equipment Co.	709.68
81-CC-0900	Central Office Equipment Co.	324.93
81-CC-0901	Central Office Equipment Co.	124.52
81-CC-0903	Central Office Equipment Co.	438.20
81-CC-0904	Central Office Equipment Co.	586.90
81-CC-0905	Central Office Equipment Co.	1,131.78
81-CC-0906	Central Office Equipment Co.	964.72
81-CC-0907	Central Office Equipment Co.	2,096.64
81-CC-0908	Central Office Equipment Co.	33.99

81-CC-0909	Central Office Equipment Co.	2,058.00
81-CC-0910	Nancy Hoey	138.85
81-CC-0915	Misericordia Home	42,874.29
81-CC-0916	Safe Business Systems, Inc.	12,232.00
81-CC-0917	Vandalia Asphalt Services	122.50
81-CC-0919	Kathleen Rogers	1,707.62
81-CC-0920	Bunn Capitol Co.	43.50
81-CC-0922	Schneck Aviation, Inc.	15,895.88
81-CC-0924	Esko & Young, Inc.	2,200.00
81-CC-0925	Lanier Business Products, Inc.	403.42
81-CC-0926	Lanier Business Products, Inc.	35.20
81-CC-0927	West Central Illinois Area Agency on Aging	103.47
81-CC-0928	Youth Enrichment Services, Inc.	207.34
81-CC-0935	Diane Hromek & Associates, Inc.	846.45
81-CC-0936	Diane Hromek & Associates, Inc.	133.65
81-CC-0937	Diane Hromek & Associates, Inc.	118.00
81-CC-0938	E. Huttenbauer & Son, Inc.	283.04
81-CC-0939	Hertz Furniture Systems, Inc.	780.00
81-CC-0940	Taylor Publishing Co.	1,983.87
81-CC-0941	Newark Electronics	604.55
81-CC-0944	Beckley-Cardy Co.	354.90
81-CC-0946	Pitney Bowes, Inc.	516.36
81-CC-0949	Children's Home	549.99
81-CC-0950	United Air Lines, Inc.	206.00
81-CC-0951	United Air Lines, Inc.	156.00
81-CC-0957	Bunn Capitol Co.	131.50
81-CC-0958	Todd Uniform, Inc.	120.00
81-CC-0959	Todd Uniform, Inc.	25.00
81-CC-0962	Kenneth Choe, M.D.	55.00
81-CC-0965	Milton O. McDougald	84.00
81-CC-0968	Little City Foundation	851.26
81-CC-0969	Board of Trustees of Community College District No. 508	1,626.66
81-CC-0972	Roland Machinery Co.	5,425.00
81-CC-0974	Texas Microsystems, Inc.	1,605.00
81-CC-0975	Picker Corp.	900.00
81-CC-0976	Picker Corp.	450.00
81-CC-0977	Children's Haven, Inc.	305.69
81-CC-0978	Children's Haven, Inc.	134.75
81-CC-0979	Children's Haven, Inc.	95.55
81-CC-0980	Children's Haven, Inc.	149.24
81-CC-0981	Children's Haven, Inc.	

81-CC-0983	State Employees' Retirement System of Illinois	12.49
81-CC-0984	St. Joseph Hospital	20.00
81-CC-0985	Woods School	406.98
81-CC-0987	St. Francis Hospital Medical Center	25,788.44
81-CC-0991	Board of Trustees of the University of Illinois	105.00
81-CC-0992	Coloma Township Park District	836.23
81-CC-1000	Service Supply Co., Inc.	6,451.47
81-CC-1001	Service Supply Co., Inc.	1,787.30
81-CC-1004	Mercy Hospital	64.00
81-CC-1010	Babcock & Wilcox Co.	715.20
81-CC-1011	Sheryl Mitts	96.00
81-CC-1012	K's Merchandise Mart, Inc.	125.73
81-CC-1018	Springfield Electric Supply Co.	944.00
81-CC-1019	Springfield Electric Supply Co.	708.75
81-CC-1020	Springfield Electric Supply Co.	1,416.00
81-CC-1021	Burt, Hill, Kosar, Rittelmann Associates	753.64
81-CC-1024	Jerry L. Goddard, M.D.	40.00
81-CC-1027	Jeannette McCune	63.41
81-CC-1030	Marcella V. Meyer	283.98
81-CC-1031	Harris Data Communications, Inc.	69.70
81-CC-1034	Harris Data Communications, Inc.	2,504.94
81-CC-1035	Harris Data Communications, Inc.	27.31
81-CC-1036	Howard Uniform Co.	1,696.60
81-CC-1038	Reeves Company, Inc.	773.50
81-CC-1039	Byron Johnson's Office Products	196.00
81-CC-1051	Teledyne Post	180.79
81-CC-1052	Associated Allergists, Ltd.	545.00
81-CC-1053	St. Vincent's Home for Children, Inc.	176.29
81-CC-1054	Knox Corp.	23.00
81-CC-1055	Savin Corp.	182.67
81-CC-1056	Beckman Instruments, Inc.	1,740.90
81-CC-1057	Curtin Matheson Scientific, Inc.	411.01
81-CC-1060	Fluid-Air Products, Inc.	7.68
81-CC-1063	Sidney M. Spilseth	34.00
81-CC-1064	Phillip W. Schildknecht	84.46
81-CC-1065	Consumer Systems Services Group, Inc.	37,928.00
81-CC-1066	Inlander-Steindler Paper Co.	89.04
81-CC-1069	Eastern Illinois University	158.90
81-CC-1070	Dorothy V. Stephenson	100.81
81-CC-1074	Phillips Petroleum Co.	23.08

81-CC-1076	Edward C. Senay, M.D.	720.00
81-CC-1077	Jeanine Smith	118.02
81-CC-1078	Joann L. Niemuth	11.05
81-CC-1079	Joann L. Niemuth	8.67
81-CC-1080	Joann L. Niemuth	89.42
81-CC-1081	Joann L. Niemuth	42.50
81-CC-1082	Joann L. Niemuth	66.47
81-CC-1083	Joann L. Niemuth	29.41
81-CC-1085	Ann T. Puchalski	56.15
81-CC-1088	Board of Trustees of Southern Illinois University	200.00
81-CC-1095	North Shore Association for the Retarded	2,058.04
81-CC-1097	Harris Data Communications, Inc.	2,146.20
81-CC-1098	Harris Data Communications, Inc.	98.55
81-CC-1100	Picker Corp.	450.00
81-CC-1103	Barbara Allen	198.40
81-CC-1104	John C. Reznick	196.76
81-CC-1111	Barbara Jackson	180.00
81-CC-1112	Ann M. Pearson, M.D.	350.00
81-CC-1113	P.C.C. Service Division	1,650.00
81-CC-1114	Parc South	109.20
81-CC-1115	Parc South	81.90
81-CC-1116	Parc South	168.35
81-CC-1117	Information Systems, Inc.	2,248.25
81-CC-1118	Hardin, Rodriguez & Boivin Anesthesiologists, Ltd.	171.00
81-CC-1119	Security Savings & Loan Association	1,041.34
81-CC-1126	Board of Trustees of the University of Illinois	36.00
81-CC-1128	McHenry County Catholic Social Service	1,099.00
81-CC-1129	William G. Knowles Construction Co.	74,882.00
81-CC-1132	Riverside Medical Center	240.75
81-CC-1134	Telex Computer Products, Inc.	222.87
81-CC-1136	Imua Design Group, Inc.	839.00
81-CC-1142	Chicago Professional College	67.50
81-CC-1143	Chicago Professional College	270.00
81-CC-1144	Chicago Professional College	135.00
81-CC-1147	DATATAB-Chicago, Inc.	4,950.00
81-CC-1151	Chicago Tribune	115.00
81-CC-1154	Ridgeway Hospital	2,606.20
81-CC-1155	Heil & Heil Insurance Agency	651.00

81-CC-1158	Andrew J. Creighton	1,860.75
81-CC-1164	Junior Birianek	180.00
81-CC-1165	Anne Paula Wildrick	100.00
81-CC-1166	Edward C. Feller	55.00
81-CC-1167	Rosemary C. Blesse	68.00
81-CC-1171	Visionquest National, Ltd.	4,994.60
81-CC-1174	Jack Small	79.99
81-CC-1177	Bio-Marine Industries, Inc.	29.20
81-CC-1178	Graham Paper Co.	6,144.90
81-CC-1180	Illinois Power Co.	45,000.00
81-CC-1181	AASHTO	11,613.60
81-CC-1187	Nekton, Inc.	1,377.60
81-CC-1188	Harper & Row Publishers, Inc.	325.00
81-CC-1190	Frank James Johnson	855.02
81-CC-1191	Greenville Firestone, Inc.	146.17
81-CC-1192	Misericordia Home South	465.20
81-CC-1194	Martha Jean Bojan	242.78
81-CC-1195	St. Elizabeth's Hospital	4,247.76
81-CC-1198	Villa Di Notre Dame Medical X-Ray	28.00
81-CC-1199	Robert L. Hamilton	116.16
81-CC-1200	Larry Vonbehren, M.D.	415.00
81-CC-1202	Four-Phase Systems	584.40
81-CC-1203	Gallaudet College	3,498.50
81-CC-1204	Atlas Guard Service	1,381.41
81-CC-1205	Charles D. Johnson	2,951.76
81-CC-1208	Leupold & Stevens, Inc.	687.30
81-CC-1209	Brodhead Garrett Co.	244.50
81-CC-1210	Capital City Paper Co.	298.69
81-CC-1211	Capital City Paper Co.	56.98
81-CC-1216	Graybar Electric Co.	460.80
81-CC-1223	Brokaw Hospital	2,670.55
81-CC-1224	Brokaw Hospital	2008.00
81-CC-1229	Lt. Joseph P. Kennedy, Jr. School	2,119.55
81-CC-1232	Harvey Kushner	63.06
81-CC-1234	Brenda Jean Evans	157.00
81-CC-1236	Ed Moore Construction Co.	6,730.00
81-CC-1237	Thomas Rowley	4.60
81-CC-1238	Lincoln Office Supply Co., Inc.	92.10
81-CC-1240	Edward J. Emond	263.43
81-CC-1241	Edward J. Emond	308.41
81-CC-1242	Edward J. Emond	199.65
81-CC-1243	Edward J. Emond	18.00

81-CC-1244	Edward J. Emond	98.80
81-CC-1246	Drake-Scruggs Equipment, Inc.	102,548.99
81-CC-1247	YMCA Of Metropolitan Chicago	521.00
81-CC-1248	Dental Health Administrative & Consulting Services, Inc.	1,069.88
81-CC-1251	DePaul University	10,136.01
81-CC-1252	DePaul University	9,535.00
81-CC-1256	Kwapis, Dyer & Knox, Ltd.	465.00
81-CC-1257	Nancy M. Zimmerman	235.05
81-CC-1258	Swedish American Hospital Association, Inc.	1,197.28
81-CC-1259	Illinois Central College	289.00
81-CC-1285	Savin Corp.	337.46
81-CC-1288	Sarah Lincoln Bush Health Center	29.00
81-CC-1289	North Shore Association for the Retarded	841.61
81-CC-1291	Brodhead Garrett Co.	950.00
81-CC-1297	Environmental Enhancement, Inc.	990.00
81-CC-1300	General Electric Supply Co.	13,474.24
81-CC-1306	Illinois Department of Labor	1,080.00
81-CC-1307	William G. Knowles Construction Co.	12,751.00
81-CC-1308	Reader's Digest Services, Inc.	1,049.16
81-CC-1309	Dimes, Inc.	900.00
81-CC-1310	Central Office Equipment Co.	900.00
81-CC-1313	Central Office Equipment Co.	2,295.00
81-CC-1314	Central Office Equipment Co.	1,487.84
81-CC-1315	Central Office Equipment Co.	110.05
81-CC-1316	Central Office Equipment Co.	196.00
81-CC-1317	Central Office Equipment Co.	196.00
81-CC-1319	Springfield Electric Supply Co.	441.00
81-CC-1320	C.E.F.S. Economic Opportunity Corp.	2,984.89
81-CC-1321	Dewey E. Hawkins	1,040.39
81-CC-1325	Joan P. Seim	44.45
81-CC-1326	Robert M. Gibula, M.D.	537.00
81-CC-1327	Argonne National Laboratory	10,120.63
81-CC-1329	St. Elizabeth Hospital	98.00
81-CC-1330	Production Press, Inc.	1,972.10
81-CC-1332	Pravin Shah, M.D.	103.00
81-CC-1333	Lincoln College	900.00
81-CC-1334	Lincoln College	510.00
81-CC-1336	Keuffel & Esser Co.	6,124.50
81-CC-1337	Misericordia Home North	600.00

81-CC-1338	Misericordia Home North	1,473.65
81-CC-1339	Boice Roofing Co.	2,955.00
81-CC-1340	Thomas D. Bowden	885.82
81-CC-1345	Wolf & Co.—Illinois	845.75
81-CC-1346	Delta Air Lines, Inc.	156.00
81-CC-1348	Isaiah S. Gant	1,452.74
81-CC-1349	Argonne National Laboratory	295.71
81-CC-1350	Illinois Section American Camping Association	864.00
81-CC-1351	Promaco, Inc.	211.05
81-CC-1352	M. W. Powell Co.	5,271.49
81-CC-1353	Lester Witte & Co.	8,857.97
81-CC-1355	Nick Kerasiotis	88.30
81-CC-1356	Egyptian Stationers, Inc.	1,031.40
81-CC-1358	Security Tank & Tower Corp.	10,350.00
81-CC-1359	Avery Label Division of Avery International Corp.	7,430.32
81-CC-1360	Dorothy Seman	13.39
81-CC-1361	Southwestern Illinois Area Agency on Aging	2,857.50
81-CC-1363	Hovey Construction & Material Handling Co., Inc.	1,265.00
81-CC-1367	County of Randolph	2,479.00
81-CC-1370	Young M. Lee, M.D.	303.00
81-CC-1371	Pump Equipment & Service Co.	1,737.75
81-CC-1372	Argonne National Laboratory	366.86
81-CC-1373	Dan Ferri	44.50
81-CC-1374	Andrew Ripexkyj, M.D.	573.94
81-CC-1376	John Janci	22.20
81-CC-1377	Riber Construction Co.	76.00
81-CC-1378	Sarah Maurer	36.47
81-CC-1379	Bobby Foster	117.20
81-CC-1380	Reginald E. Lindsey	191.64
81-CC-1381	Randy Smith	85.00
81-CC-1382	Gayle Harvey	22.10
81-CC-1383	Donna Smith	67.34
81-CC-1384	Ora Ervin	40.50
81-CC-1385	Rafael Anglada	5.80
81-CC-1386	Gwendolyn Bayless	138.38
81-CC-1387	Loraine Osborn Curtis	51.33
81-CC-1388	Gracelia Domino	63.29
81-CC-1389	Margaret Allen	69.17

81-CC-1390	E. J. McCrimmon	130.89
81-CC-1391	Doris Bowie	71.91
81-CC-1392	Robert K. Woodbury	90.20
81-CC-1394	Lauren Goldman Shpayher	79.15
81-CC-1395	James Brennan	5.42
81-CC-1396	Mary Ann P. Jones	18.28
81-CC-1397	Donald Bruce Woll	23.80
81-CC-1398	Carolyn M. Ceaser	117.68
81-CC-1399	Murdis Lee Adams	58.82
81-CC-1400	Bob Olson	100.23
81-CC-1401	Marilyn M. & Michael Parker	178.80
81-CC-1402	Carol Lemieux	55.23
81-CC-1403	Hortense Jordan	221.51
81-CC-1404	Thomas Mahoney	36.38
81-CC-1405	Peter Lewis	16.40
81-CC-1406	Sonja L. Reed	137.64
81-CC-1407	Luisa P. Maurer	28.90
81-CC-1408	Luisa P. Maurer	42.53
81-CC-1410	Oak Tower Inn	377.00
81-CC-1411	Clark Products, Inc.	495.60
81-CC-1414	Board of Trustees, Southern Illinois University	60,617.71
81-CC-1422	Nariman Solhkhah	395.60
81-CC-1425	Shirley Buchanan	232.50
81-CC-1426	Northern Illinois Gas Co.	176.58
81-CC-1427	Hall Electric, Inc.	4,275.00
81-CC-1428	Riverside Radiologists, S.C.	7.00
81-CC-1429	Riverside Radiologists, S.C.	10.00
81-CC-1430	Quality Sheet Metals, Inc.	2,071.50
81-CC-1437	Cuneo-Cabrini-Columbus Medical Center	155.00
81-CC-1439	West Harvey-Dixmoor Public Schools	2,027.75
81-CC-1440	Amboy Community Unit School District 272	7.44
81-CC-1442	Benton Roofing Co., Inc.	4,993.50
81-CC-1444	Kankakee Therapy Rental & Sales	360.00
81-CC-1445	Rehabilitation Institute of Chicago	600.00
81-CC-1447	Alicia Carter	77.93
81-CC-1459	Jean Reese	89.86
81-CC-1462	Wordex	84.15
81-CC-1463	Schroeder Funeral Chapel	55.00
81-CC-1464	IBM	926.83
81-CC-1466	Knox Corp.	271.73

81-CC-1467	Melvin P. Kusibab, Ltd.	207.50
81-CC-1469	Chicago St. Xavier College	1,425.00
81-CC-1470	Eastman Kodak Co.	20,710.00
81-CC-1478	McHenry Hospital	864.68
81-CC-1480	Beckley-Cardy Co.	194.66
81-CC-1481	Memorial Hospital	629.96
81-CC-1482	Illinois Fruit & Produce Corp.	1,034.57
81-CC-1483	Monroe Truck Equipment	781.31
81-CC-1484	Monroe Truck Equipment	881.25
81-CC-1485	R. G. Stoval, M.D.	889.00
81-CC-1486	R. G. Stoval, M.D.	126.00
81-CC-1487	Rockford Anesthesiologists Associated	20.00
81-CC-1488	Jeanne E. Gollither	368.00
81-CC-1489	Belleville Radiologists, Ltd.	106.00
81-CC-1494	Jane Ann Petschow	341.73
81-CC-1496	Oak Lawn Dodge Co.	1,036.40
81-CC-1497	Crisis Homes	1,214.43
81-CC-1499	Crisis Homes	1,561.41
81-CC-1500	Crisis Homes	350.28
81-CC-1506	Radiology Associates of Belleville, Ltd.	32.50
81-CC-1508	Mary Ann Powell	36.04
81-CC-1509	Lakeside Roofing Co.	11,280.00
81-CC-1511	Rex Travel Organization, Inc.	1,745.00
81-CC-1516	Resurrection Hospital	230.50
81-CC-1522	South Chicago Community Hospital	570.00
81-CC-1524	Larry S. Patton, D.O.	50.00
81-CC-1527	William G. Fischer, Prof., Corp.	80.00
81-CC-1530	Roseberg, Sneed & Brooks, Associates	765.00
81-CC-1535	K. K. Graphics	340.00
81-CC-1540	Eberline Instrument Corp.	53,222.00
81-CC-1542	Rissman Graphic Arts Supply Co.	193.98
81-CC-1544	Physicians & Surgeons Clinic	957.52
81-CC-1545	City Lighting Products Co.	2,334.00
81-CC-1559	Nancy Kersten	50.00
81-CC-1568	Chicago Hospital Supply Corp.	420.47
81-CC-1569	Misericordia Home North	490.68
81-CC-1572	Savin Corp.	175.24
81-CC-1580	Air Illinois, Inc.	100.00
81-CC-1581	Air Illinois, Inc.	110.00
81-CC-1583	Air Illinois, Inc.	50.00
81-CC-1585	Air Illinois, Inc.	1,141.00
81-CC-1586	Air Illinois, Inc.	110.00

81-CC-1587	Air Illinois, Inc.	45.00
81-CC-1588	Air Illinois, Inc.	102.00
81-CC-1591	Air Illinois, Inc.	100.00
81-CC-1593	Air Illinois, Inc.	104.00
81-CC-1595	Air Illinois, Inc.	318.00
81-CC-1596	Air Illinois, Inc.	114.00
81-CC-1603	Chicago Urban League	46,981.00
81-CC-1605	Siroos Fanaipour, M.D., S.C.	58.00
81-CC-1608	S.I.E., Inc.	9,124.00
81-CC-1609	Emmanuel Somers, M.D.	1,200.00
81-CC-1611	Julia M. Vieg	82.01
81-CC-1612	Lockart Shoe & Saddle Shop	135.28
81-CC-1614	Mary A. Johnson	55.00
81-CC-1615	Michael Reese Hospital & Medical Center	2,287.09
81-CC-1617	Board of Trustees, Community College District 511	1,711.00
81-CC-1618	Board of Trustees, Community College District 511	57,372.00
81-CC-1621	Beckley-Cardy Co.	272.35
81-CC-1635	United Air Lines, Inc.	546.00
81-CC-1637	United Air Lines, Inc.	61.00
81-CC-1638	United Air Lines, Inc.	194.00
81-CC-1641	United Air Lines, Inc.	200.00
81-CC-1647	Rocvale Children's Home	1,200.00
81-CC-1654	Solid State Technology, Inc.	3,580.45
81-CC-1658	Texas Instruments, Inc.	1,195.82
81-CC-1659	M. Kallis & Co.	2,970.00
81-CC-1661	Irving Sherman, M.D.	50.00
81-CC-1667	Xerox Corp.	171.00
81-CC-1685	Xerox Corp.	81.95
81-CC-1702	Xerox Corp.	249.60
81-CC-1706	Xerox Corp.	102.75
81-CC-1714	Xerox Corp.	538.67
81-CC-1724	Xerox Corp.	51.51
81-CC-1726	Xerox Corp.	307.69
81-CC-1728	Anthony L. Brown, M.D.	1,348.35
81-CC-1732	National Auto Supply Industrial Division	4,272.00
81-CC-1734	Sullivan Reporting Co.	193.30
81-CC-1735	Minnie M. Mays	58.00
81-CC-1736	R. G. Benson, M.D.	100.00
81-CC-1738	American Scientific Products	321.31

81-CC-1739	American Scientific Products	1,718.50
81-CC-1740	American Scientific Products	183.60
81-CC-1742	Valerie Canavan	885.00
81-CC-1747	Bowman Pharmaceuticals, Inc.	48.00
81-CC-1749	Greater Wabash Regional Planning Commission	299.14
81-CC-1751	Robert M. Marquis, M.D.	54.24
81-CC-1758	Richard F. Sanabria	295.00
81-CC-1760	Central Office Equipment Co.	1,414.77
81-CC-1761	Central Office Equipment Co.	90.05
81-CC-1764	Air Illinois, Inc.	14.70
81-CC-1765	Air Illinois, Inc.	9.54
81-CC-1766	Air Illinois, Inc.	9.54
81-CC-1775	Sun Oil Co.	296.61
81-CC-1776	Sun Oil Co.	230.86
81-CC-1778	Anchor Office Supply Co.	94.32
81-CC-1779	Anchor Office Supply Co.	58.15
81-CC-1780	Anchor Office Supply Co.	765.00
81-CC-1783	Irving C. Sherman, M.D.	50.00
81-CC-1785	Ramada Inn of Carbondale	21.00
81-CC-1789	Capital City Paper Co.	680.03
81-CC-1790	Capital City Paper Co.	97.75
81-CC-1791	Bell Fuels, Inc.	36.44
81-CC-1792	Klaus Radio, Inc.	5,923.50
81-CC-1798	A. B. Dick Co.	479.40
81-CC-1799	City of Anna	6,377.69
81-CC-1801	Superior Coach Sales & Service	22,194.00
81-CC-1802	Superior Coach Sales & Service	17,531.00
81-CC-1805	General Electric Co.	2,283.00
81-CC-1807	General Electric Co.	2,283.00
81-CC-1811	General Electric Co.	6,512.00
81-CC-1812	General Electric Co.	6,661.00
81-CC-1820	General Electric Co.	13,249.00
81-CC-1821	General Electric Co.	2,268.00
81-CC-1823	Central Wholesale Supply Co.	277.50
81-CC-1828	Covington & Burling	9,396.11
81-CC-1833	Upjohn Home Care Services	111.00
81-CC-1834	Office Controls, Inc.	40.00
81-CC-1835	A. B. Dick Co.	3,378.50
81-CC-1838	Plaza Ace Hardware	84.00
81-CC-1841	Good Samaritan Hospital	71.25
81-CC-1842	GMC Truck & Coach Division	6,859.00

81-CC-1843	Management Engineers, Inc.	2,900.82
81-CC-1846	Northwest Ford Truck Sales	67.74
81-CC-1857	Precision Automotive Machinists, Inc.	129.22
81-CC-1865	Irving C. Sherman, M.D.	10.00
81-CC-1871	Linda Williams	341.00
81-CC-1878	Klaus Radio, Inc.	690.00
81-CC-1879	Klaus Radio, Inc.	705.53
81-CC-1880	Effingham Builders Supply Co.	2,038.00
81-CC-1882	Mental Health Services of Southern Madison County, Inc.	2,727.97
81-CC-1884	Ramada Inn of Carbondale, Illinois	126.00
81-CC-1885	Ramada Inn of Carbondale, Illinois	42.00
81-CC-1886	Jenner & Block	11,027.02
81-CC-1888	MSTA Business School	590.65
81-CC-1890	Rockford Anesthesiologists Associated	147.00
81-CC-1893	Rockford Anesthesiologists Associated	105.00
81-CC-1894	University Plaza Realty Corp.	744.09
81-CC-1897	AAA Prosthetic & Orthotic Laboratories, Ltd.	1,191.08
81-CC-1898	Edgcomb Metals Co.	285.80
81-CC-1909	Means Services, Inc.	26.70
81-CC-1911	Browning	95.45
81-CC-1918	Presbyterian Church Day Care Center, Inc.	303.40
81-CC-1920	Casey's Drive Yourself Truck & Car Co., Inc.	70.78
81-CC-1922	ARA Service, Inc.	3,705.63
81-CC-1923	Loyola University of Chicago	683.30
81-CC-1940	Patricia A. Wagner	120.00
81-CC-1941	Permadisk Secretarial Service, Inc.	37,926.52
81-CC-1948	Harris Data Communications, Inc.	2,347.60
81-CC-1951	Weller's, Inc.	7,399.00
81-CC-1952	Rock Valley College	1,216.00
81-CC-1954	State of Illinois	3,367.72
81-CC-1959	Lunde Truck Sales, Inc.	316.50
81-CC-1960	Charles R. Dewitt	144.00
81-CC-1961	Goodwill Industries	498.49
81-CC-1963	Anchor Office Supply Co.	94.32
81-CC-1964	Anchor Office Supply Co.	150.00
81-CC-1965	Danalee R. Tortorici	64.62
81-CC-1966	Illinois State University	240.00

81-CC-1969	Board of Trustees of Community College District No. 508	4,921.50
81-CC-1974	Finke Construction	6,346.00
81-CC-1977	U. S. Datacorp	213.76
81-CC-1979	Renderall, Inc.	2,137.17
81-CC-1990	Rebco Audio-Visual, Inc.	2,330.00
81-CC-1993	Karen Watroba	851.30
81-CC-1995	Myrtle E. Scott	269.81
81-CC-1997	Campbell's Pharmacy	38.66
81-CC-2000	Ryan Equipment & Supply	61.20
81-CC-2002	Joliet Junior College District 525	1,636.50
81-CC-2003	Joliet Junior College District 525	1,350.50
81-CC-2004	Eastern Airlines	192.00
81-CC-2005	Eastern Airlines	180.00
81-CC-2006	Moline Holiday Inn	1,262.40
81-CC-2007	Milestone, Inc.	1,873.15
81-CC-2010	Fox Industries, Inc.	12,120.00
81-CC-2013	Mitchell & Woodruff	1,725.00
81-CC-2019	Union Electric Co.	475.18
81-CC-2020	Long Elevator & Machine Co., Inc.	1,198.00
81-CC-2028	Central Illinois Light Co.	4,173.11
81-CC-2029	Diane Hromek & Associates, Inc.	107.25
81-CC-2039	Todd Uniform, Inc.	520.00
81-CC-2040	Peterman Disposal	6.00
81-CC-2046	Texaco, Inc.	60.54
81-CC-2047	Texaco, Inc.	10.18
81-CC-2049	Texaco, Inc.	18.66
81-CC-2050	Texaco, Inc.	206.20
81-CC-2051	Texaco, Inc.	5.00
81-CC-2052	Texaco, Inc.	18.50
81-CC-2053	Texaco, Inc.	9.29
81-CC-2058	St. Elizabeth Hospital	5,832.95
81-CC-2066	Kelly Services, Inc.	54.00
81-CC-2071	Jeffrey J. Estes	79.80
81-CC-2072	Derby Refining Co.	147.82
81-CC-2075	Lee J. Schwartz	11,662.50
81-CC-2081	Airsearch Aviation Co.	691.80
81-CC-2084	Exxon Co., U.S.A.	189.66
81-CC-2088	Holiday Inn	473.40
81-CC-2091	Glenn R. Brookhart	198.56
81-CC-2094	Champaign Children's Home	2,858.31

81-CC-2098	Picker Corp.	450.00
81-CC-2100	Haines & Company, Inc.	533.08
81-CC-2102	Elgin Automatic Transmissions, Inc.	33.40
81-CC-2108	Jessie Richardson, et al.	10,471.54
81-CC-2110	Institute of Coiffures	1,290.00
81-CC-2114	Gerald Eisen	834.31
81-CC-2117	General Electric Co.	2,404.00
81-CC-2125	Phillips Brothers, Inc.	7,420.90
81-CC-2130	Carter's Travel Service, Inc.	X0400
81-CC-2131	Carol D. Phillips	67.90
81-CC-2135	Planned Parenthood of Mid Central Illinois	180.00
81-CC-2140	Missouri Book Services	260.96
81-CC-2143	The Board of Trustees of the University of Illinois	1,281.00
81-CC-2146	Carrier Credit & Collections	52.77
81-CC-2147	Atlantic Richfield Co.	14.26
81-CC-2149	Atlantic Richfield Co.	93.07
81-CC-2151	Atlantic Richfield Co.	11.69
81-CC-2153	Wang Laboratories, Inc.	7,663.50
81-CC-2167	Cosmopolitan Textile Rental Service	302.82
81-CC-2168	Cosmopolitan Textile Rental Service	96.00
81-CC-2169	Cosmopolitan Textile Rental Service	376.67
81-CC-2177	Family Care Services of Metropolitan Chicago	427.20
81-CC-2184	Karzen GMC Trucks, Inc.	342.00
81-CC-2194	Central Office Equipment Co.	6,664.00
81-CC-2197	Chateau Louise Resort	105.00
81-CC-2198	Finnigan Corp.	52.05
81-CC-2203	Misericordia Home North	664.60
81-CC-2237	Gerald W. Shea	33,957.84
81-CC-2249	Murray Brothers Movers	160.00
81-CC-2250	Murray Brothers Movers	40.00
81-CC-2251	Murray Brothers Movers	240.00
81-CC-2252	Murray Brothers Movers	140.00
81-CC-2253	Murray Brothers Movers	330.00
81-CC-2254	Murray Brothers Movers	40.00
81-CC-2255	Murray Brothers Movers	300.00
81-CC-2256	Murray Brothers Movers	180.00
81-CC-2263	Francisco Acevedo	212.83
81-CC-2269	Forlini Medical Specialty Clinic	120.00

81-CC-2273	The Board of Trustees of the University of Illinois	1,548.00
81-CC-2285	Edmark Associates	30.65
81-CC-2287	Polaroid Corp.	422.00
81-CC-2293	O'Mara Pharmacy	9.57
81-CC-2299	Mobil Oil Credit Corp.	235.96
81-CC-2301	Michael David Summers	177.50
81-CC-2309	IBM Corp.	,864.00
81-CC-2310	IBM Corp.	138.23
81-CC-2317	General Electric Co.	2,859.80
81-CC-2329	Modern Business Systems, Inc.	220.85
81-CC-2341	McGraw-Hill Publications, Inc.	57.00
81-CC-2342	Western Illinois University	1,137.00
81-CC-2349	Belleville Radiologists, Ltd	90.00
81-CC-2357	Ramada Inns, Inc.	133.12
81-CC-2358	Tazewell Service Company	112.84
81-CC-2359	Mary J. Meek	60.00
81-CC-2384	Amber Ridge School	159.39
81-CC-2396	The Pontiac Leader Publishing Co.	61.20
81-CC-2407	Illini Swallow Lines, Inc.	18.80
81-CC-2423	G.W. Burkett, D.D.S.	600.00
81-CC-2430	John E. Grimes Jr., PH.D.	28.40
81-CC-2457	Jowe Y. Hsieh, M.D.	72.00

**STATE COMPTROLLER ACT
REPLACEMENT WARRANTS
FY 1981**

If the Comptroller refuses to draw and issue a replacement warrant, or if a warrant has been paid after one year from date of issuance, persons who would be entitled under Ill. Rev. Stat. **1973**, ch. **15**, par. 210.10, to request a replacement warrant may file an action in the Court of Claims for payment.

76-CC-2934	Charles J. Rahn	\$ 27.00
78-CC-0540	William L. Smith	33.82
78-CC-0936	Norwood Drugs	22.10

78-CC-1137	Thomas Saviano	13.40
78-CC-1297	Lewis Taman	216.00
80-CC-1625	Gus & Sofia Alexopoulos	154.95
80-CC-1968	Xerox Corporation	1,115.41
80-CC-2016	Village of Fox River Grove	2,399.31
80-CC-2079	Antonion H. Cortes	104.28
80-CC-2083	Joseph Kruljac	50.05
80-CC-2100	Diane Horner	22.01
80-CC-2117	Robert I. Bridges	40.00
80-CC-2123	E-G Products, Inc.	240.63
80-CC-2140	Cuby West	83.57
80-CC-2141	Mabel Skoglund	270.00
80-CC-2180	Charles A. Wetzel	62.09
80-CC-2193	Billie D. & Margaret V. Creamer	96.28
80-CC-2212	Edward M. & Helen Rozich	30.52
80-CC-2238	Robert Williams	181.00
80-CC-2245	Jacqueline L. Hoffman	25.26
80-CC-2247	Village of Raritan	283.13
80-CC-2275	Elizabeth Arden, Inc.	601.15
80-CC-2284	Gorenstein Enterprises, Inc.	12,000.00
80-CC-2288	James R. Berg	589.64
80-CC-2289	Nancy L. Hauenschild	95.37
80-CC-2291	A. W. Michael	713.13
80-CC-0013	Theodore Pindak	17.65
81-CC-0024	William J. Bowman	492.26
81-CC-0038	University of Illinois Reserved Parking	1,340.68
81-CC-0050	Rosalie M. Melvin	31.00
81-CC-0051	Oscar & Sally Schaefer	185.80
81-CC-0057	Rever Drug Company	1,183.21
81-CC-0060	United Medical Laboratory	45.00
81-CC-0061	United Medical Laboratory	495.00
81-CC-0062	United Medical Laboratory	348.00
81-CC-0077	Neal M. Sauers	24.99
81-CC-0140	Geraldine A. Fitzpatrick	25.53
81-CC-0164	Ivy M. Anderson	341.65
81-CC-0165	Irma C. Smith	461.09
81-CC-0177	James D. & Dawn M. Fakas	47.06
81-CC-0181	William V. O'Brien	25.15
81-CC-0182	William V. O'Brien	39.03
81-CC-0185	Jake & Jennie Phelps	74.69
81-CC-0201	John N. & Geraldine P. Krawczyk	37.00
81-CC-0210	Paul L. & Helena B. Scherer	46.78

81-CC-0217	Thomas F. Mailey	153.68
81-CC-0235	Charlotte Kowell	319.21
81-CC-0238	Nancy Rochelle Starkman	68.52
81-CC-0242	Farhad Saed, M.D., S.C.	150.00
81-CC-0243	Farhad Saed, M.D., S.C.	1,227.50
81-CC-0244	Farhad Saed, M.D., S.C.	12.12
81-CC-0291	Donald D. Madison	397.65
81-CC-0292	Russell & Penelope J. Joyal	111.00
81-CC-0312	Gennis L. Jamison	140.35
81-CC-0313	Martha R. Dietrich	4,864.60
81-CC-0343	State Employees' Retirement System of Illinois	839.61
81-CC-0348	Iong & Tsui-Yu T. Chen	13.29
81-CC-0349	Marie M. Williams	2,000.00
81-CC-0424	Village of Reddick	1,138.47
81-CC-0447	Mrs. Mary Bautista	264.00
81-CC-0463	Artway Manufacturing Co.	2,720.00
81-CC-0488	Barbara J. Hinthorn	57.29
81-CC-0499	Levi Gertrude Lee	32.31
81-CC-0505	Michael F. Kissane	89.00
81-CC-0506	D. M. Haynes	25.39
81-CC-0515	Willie Kerby	72.40
81-CC-0535	Illinois Bell Telephone Co.	22,868.28
81-CC-0540	First Commercial Bank	1,401.14
81-CC-0543	Robert M. Doyle	12.61
81-CC-0554	Paula A. Wenk	13.88
81-CC-0560	Anton T. Schmidt	78.18
81-CC-0564	Joji V. Pullen	22.82
81-CC-0567	Irene C. Yerosian	54.98
81-CC-0576	Patel Raghunath Surgical Assoc.	416.80
81-CC-0581	Maria Salazar	46.13
81-CC-0600	Bill E. Holland	980.27
81-CC-0638	James E. Trotter	65.82
81-CC-0653	Catherine E. Umlauff	77.63
81-CC-0695	Therese Ryndak	96.00
81-CC-0701	Charles R. & Karen S. Clark	76.89
81-CC-0710	Royal Chrysler-Plymouth, Inc.	1,121.03
81-CC-0771	Crystal Lake Foods, Inc.	757.02
81-CC-0831	Kristi L. Betts	1.75
81-CC-0880	Estate of Millicent M. Ebert	339.76
81-CC-0943	Michael Levine	276.53
81-CC-0948	John & Maria Kukielka	35.00

81-CC-0963	Franklin R. & Sally L. Barber	84.62
81-CC-0964	Petrolite Corp.	3,575.97
81-CC-0995	Paul L. Delfavero	77.00
81-CC-1071	Ed & Catherine Banks	165.23
81-CC-1093	Paul C. & Juanita Harding	260.68
81-CC-1099	William S. Raynor, Jr.	7.38
81-CC-1120	Edward H. & Susan L. Vogelsinger	94.00
81-CC-1123	Roy G. & Mildred Overland	1.13.83
81-CC-1150	Dennis Cunningham	2,865.04
81-CC-1160	Marietta Bennington	219.79
81-CC-1164	Junior Beranek et al.	li80.00
81-CC-1197	Eugene Burrer	1,126.96
81-CC-1201	Ervin & Merle J. Holzman	1,253.81
81-CC-1217	Helen Couch	139.46
81-CC-1265	Dr. G. Rowell	46.00
81-CC-1266	Dr. G. Rowell	15.00
81-CC-1267	Dr. G. Rowell	8.00
81-CC-1268	Dr. G. Rowell	24.00
81-CC-1269	Dr. G. Rowell	207.00
81-CC-1270	Dr. G. Rowell	53.00
81-CC-1271	Dr. G. Rowell	34.00
81-CC-1272	Dr. G. Rowell	1,758.60
81-CC-1273	Dr. G. Rowell	351.00
81-CC-1274	Dr. G. Rowell	542.00
81-CC-1275	Dr. G. Rowell	16.00
81-CC-1276	Dr. G. Rowell	16.00
81-CC-1277	Dr. G. Rowell	16.00
81-CC-1278	Dr. G. Rowell	34.00
81-CC-1279	Dr. G. Rowell	58.00
81-CC-1280	Dr. G. Rowell	247.00
81-CC-1281	Dr. G. Rowell	77.50
81-CC-1296	Carl McNair	279.73
81-CC-1409	Department of Water, , City of Chicago	26,081.72
81-CC-1443	Parke DeWatt Lab	61,417.00
81-CC-1453	Richard V. & Edna S. Martinez	12.86
81-CC-1517	Health Specialists, S.C.	10,303.00
81-CC-1525	Jacques M. Peu Duvalon	252.15
81-CC-1529	Mattie E. Burch	547.20
81-CC-1665	Commonwealth Edison Co.	6,274.18
81-CC-1666	Estate of S. T. Newsome	178.57
81-CC-1730	Millikin Natl. Bank of Decatur	8,668.27

81-CC-1756	Richard & Rose Kammann	82.00
81-CC-1759	Thomas C. Duda	17.19
81-CC-1840	Broadway Montrose Currency Exchange, Inc.	248.00
81-CC-1864	Ryan Tremblay	25.00
81-CC-1916	Peter D. Johnston	18.59
81-CC-1928	Wilhelmina M. Burroughs	324.81
81-CC-1953	Donald N. & Evelyne M. Benkowski	52.66
81-CC-1958	John Goshgarian	87.86
81-CC-1988	James L. Morrison	426.70
81-CC-1989	Terry L. Williams	13.29
81-CC-2008	Albert G. & Helen L. Ehringer	123.58
81-CC-2038	Chicago Public Library	79,218.00
81-CC-2056	Martha L. Rousey	24.72
81-CC-2060	Glenn R. & Treva B. Hill	28.97
81-CC-2074	Harold W. & Doris M. Drinkwine	225.36
81-CC-2083	A. J. Schaeffer, M.D.	8.00
81-CC-2089	Granite City Trust & Savings Bank	313.34
81-CC-2093	Sharon M. Gudenkauf	21.00
81-CC-2105	Clark Chemical Corp.	1,836.47
81-CC-2128	Velma M. Williams	30.73
81-CC-2163	Kenneth T. Johns	25.00
81-CC-2180	Amos L. & Arlissie Brown	69.73
81-CC-2185	Charles G. Jameson	70.57
81-CC-2200	Michael Frank Walencik	1,594.24
81-CC-2292	James F. & Geraldine L. Benjamin	12.00
81-CC-2294	Annie L. Baldrige	39.79
81-CC-2370	Nancy J. Smith Schneider	25.03
81-CC-2388	Edward & Helen Gackowski	25.00
81-CC-2405	Clarence D. Matherly	50.96
81-CC-2420	Village of Milan	1,794.47
81-CC-2432	Alexander D. Alen	1,793.37
81-CC-2437	C. U. Reddi, M.D.	701.00

**PRISONERS AND INMATES—
MISSING PROPERTY CLAIMS
FY 1981**

The following list of cases consists of claims brought by prisoners and inmates of State correctional facilities against the State to recover the value of certain items of personal property of which they were allegedly possessed while incarcerated, but which were allegedly lost while the State was in possession thereof or for which the State was allegedly otherwise responsible. Consistent with the cases involving the same subject matter appearing in full in previous Court of Claims Reports, these claims were all decided based upon the theories of bailments, conversion, or negligence. Because of the volume, length, and general similarity of the opinions the full texts of the opinions were not published, except for those claims which may have some precedential value.

76-CC-0250	Paul McCandless	\$ 106.32
76-CC-0383	William J. Erschen	528.20
76-CC-0769	Clarence Eugene Wilson	150.00
76-CC-1707	Roy D. Spenard	108.00
76-CC-1925	Luco Pavone	100.00
76-CC-2372	Walter Rife	69.86
76-CC-3020	Ernest Davis	627.80
76-CC-3227	Ricky Wayne Walker	32.00
77-CC-0387	Robert Butler	126.20
77-CC-0398	James M. Jackson	397.00
77-CC-1508	Lawrence James Roderick	91.96
77-CC-1752	Wilbur N. Hilliard, Jr.	21.00
77-CC-2041	John Johnson	200.00
77-CC-2109	Larry D. Bryant	62.42
78-CC-0165	Robert R. Koppa	50.20
78-CC-0310	Jacob Montalvo	75.00
78-CC-0321	Allen McClusky	19.95
78-CC-0402	James R. Henderson	123.35
78-CC-0451	Willie J. Smith	119.98

78-CC-0854	Charles Washington	140.00
78-CC-1095	Lloyd Scott	25.00
78-CC-1254	Glenn Orrs	35.00
78-CC-1441	Johnnie Jones	50.00
78-CC-1533	Carl Nelson	40.00
78-CC-1861	James Ferguson	90.00
79-CC-0139	Raymond Scott	48.90
79-CC-0622	Gil Baggett	50.00
79-CC-0846	Maurice Harris	82.00
79-cc-0975	Timothy Chatmon	250.00
80-CC-0004	Sylvester Jeter	136.45
80-CC-0118	Jerry Johnson	229.31
80-cc-0191	Paul Hardy	61.80
80-CC-0192	Michael G. Bell	141.00
80-CC-0213	Cleoria Leroy Watts, Jr.	125.00
80-CC-0248	L. T. Upshire	316.02
80-CC-0277	Maurice Dean	200.00
80-CC-0315	Henry Willis	110.00
80-CC-0316	Anthony M. Canedy	67.17
80-CC-0341	Douglas Brown	330.03
80-CC-0383	Leroy Jackson, Jr.	150.90
80-CC-0483	Robert Sandoval	50.00
80-CC-0490	Arthur P. Etten	52.99
80-CC-0527	Ronnie Carrasquillo	267.62
80-CC-0537	Willie Williams	124.00
80-CC-0630	Joseph Eagle	200.00
80-CC-0682	Terry L. McLain	120.50
80-CC-0869	Danny Sardin	300.00
80-CC-0905	Robert Sandoval	150.00
80-CC-0931	Clarence Rivers	400.00
80-CC-1005	Edward Lemons	80.00
80-CC-1006	Elzy Alber Parker	48.00
80-CC-1073	Raymond Banks	37.00
80-CC-1074	Eddie Woods, Jr.	200.00
80-CC-1183	Oatha Lee Harris	160.00
80-CC-1249	Robert Lee Brooks	72.41
80-CC-1250	Michael Brooks	350.00
80-CC-1365	Terry L. McLain	100.00
80-CC-1488	Elias Oechuga	250.00
80-CC-1638	Henry I. Cook	100.00
80-CC-1732	Samuel Wilson	85.00

80-CC-1740	Elmore Butler, Jr.	80.00
80-CC-1785	J. B. Boston	328.56
80-CC-1789	Ronald Pittman	26.50
80-CC-1932	Rafeal Mendez	100.00
80-CC-2135	Eugene Orange	50.00
80-CC-2300	Robert L. Lassiter	68.00
80-CC-0461	Angel L. Soto	20.00

STATE EMPLOYEES' BACK SALARY CASES FY 1981

Where as a result of lapsed appropriation, miscalculation of overtime or vacation pay, service increase, or reinstatement following resignation, and so on, a State employee becomes entitled to back pay, the Court will enter an award for the amount due, and order the Comptroller to pay that sum, less amounts withheld properly for taxes and other necessary contributions, to the Claimant.

75-CC-0934	Joanne T. Vieceli	\$ 3,867.38
76-CC-2460	Ann E. Gray	3,098.63
76-CC-3021	Delbert Cooley	5,462.80
77-CC-0022	John S. Knight	1,258.77
77-CC-0098	Judith M. Briggs	4,328.49
77-CC-0577	Lois Smith <i>et al.</i>	5,443.81
77-CC-1175	Janet Lalonde	184.58
77-CC-1262	Pearl L. Fox	8,545.99
78-CC-0226	George Spencer	112.49
78-CC-0450	Jack Charles Massengale	733.67
78-CC-0522	Juanita Faye Grizzard	718.22
78-CC-0524	Paula Griffith	653.55
78-CC-0585	Sereno Wilson	36,669.44
78-CC-0614	Illinois Nurses' Association	1,578.15
78-CC-0706	Mildred Kittel	1,290.00

78-CC-0713	William Miller	83,775.15
78-CC-1077	Mildred E. Harris	16.77
78-CC-1169	Andrew F. Viverito	21,774.00
78-CC-1244	Milton Meyer	560.16
78-CC-1469	Michael Sacks	4,056.80
78-CC-1574	Teddy B. Ping	17.07
78-CC-1752	Norma Hill	1,905.39
78-CC-1805	Blondelle W. Thomas	1,586.85
78-CC-2064	Conrad Ciurus	34.24
78-CC-2313	David Secrest	27,436.57
79-CC-0141	Cassandra I. Hungate	284.00
79-CC-0174	Kenneth M. Morgan	3,764.46
79-CC-0245	Phillip R. McCall	3,850.87
79-CC-0252	N. Jean Heng	25,117.79
79-CC-0365	Larry W. Davis	3,703.38
79-CC-0399	Wallace Dobbins	2,861.35
79-CC-0468	Raymond E. Hall, Sr.	5,738.12
79-CC-0608	Henry C. Dent	5,118.51
79-CC-0799	Jason Davis, Jr.	4,114.61
79-CC-0895	Jerome Cooper	3,666.14
79-CC-1120	Gordon E. Hancock	50.26
80-CC-0059	Donald R. Dodson	543.35
80-CC-0222	Karen S. Searle	586.20
80-CC-0240	James K. Ervin	106.15
80-CC-0274	Jean Combs	341.31
80-CC-0336	Mario Zinanni	856.32
80-CC-0337	Richard Mattox	57.09
80-CC-0338	Gerald Davis	285.44
80-CC-0339	Edward Bass	174.83
80-CC-0386	Charles E. Ricks	478.00
80-CC-0412	David A. Matsko	24.66
80-CC-0487	Wardell Peel	160.00
80-CC-0505	Nadine Flint	359.58
80-CC-0518	Wayne Penrod	30,749.69
80-CC-0567	Paula S. Ereneta	77.61
80-CC-0657	Barbara J. (Mitchell) Lane	39.98
80-CC-0658	Andre Bruce	499.84
80-CC-0660	Shirley Hartmann	701.66
80-CC-0664	Rose M. Poulos	210.84
80-CC-0862	Cedric Bowe	204.48
80-CC-0866	Raul C. Torres	310.53

80-CC-0930	Jens Daniel Jensen	162.87
80-CC-0985	Mary J. Einheuser	219.17
80-CC-1007	Gary S. Kuelczo	457.83
80-CC-1010	Walter W. Meek, Sr.	66.21
80-CC-1027	J. D. Reno	1,002.23
80-CC-1033	Terry David	672.00
80-CC-1066	Cindy Brooke	1,438.99
80-CC-1069	Patricia Hofman	540.02
80-CC-1113	Roslyn D. Christy	3,198.03
80-CC-1230	Joseph Melnyk	88.36
80-CC-1232	Eula E. Altig	308.46
80-CC-1235	Carl Ziegler	570.09
80-CC-1328	Kenneth R. Kozy	1,216.35
80-CC-1346	Debra Harrington	279.88
80-CC-1364	Joseph J. Drazy	795.00
80-CC-1495	Rebecca L. White	347.24
80-CC-1575	Tinnie Anderson	787.28
80-CC-1607	Sharon Likeness	164.00
80-CC-1613	Neal C. Ryan	800.23
80-CC-1744	Robin E. Hickey	74.84
80-CC-1769	Wilma Jordan	291.56
80-CC-1772	Ronald K. Luff	352.57
80-CC-1777	Thomas W. Sours	2,058.42
80-CC-1784	Melvin S. Surratt	611.76
80-CC-1798	William J. Corham	2,723.50
80-CC-1799	Kathleen Lingle	164.13
80-CC-1810	Leo H. Davis	252.37
80-CC-1861	Gerald J. Pech	396.72
80-CC-1862	Gerald J. Pech	512.15
80-CC-1900	Rita Simpson	1,612.59
80-CC-1903	Beverly Edwards	115.89
80-CC-1935	Frank Glienna	3,307.94
80-CC-2020	Mildred Jane Jackson	583.12
80-CC-2076	Elizabeth Dukes	65.39
80-CC-2090	Arturo Hurtado	364.45
80-CC-2118	Ernestine Hamilton	90.51
80-CC-2126	Lawrence Komen	875.52
80-CC-2127	Robert Day	774.37
80-CC-2128	Alexander Garnett	1,188.66
80-cc-2129	Robert Shaw	667.78
80-CC-2130	Dorothy P. Watkins	167.98
80-CC-2149	Janet L. Burtle	490.05

80-CC-2157	Janet K. Barton	159.08
80-CC-2190	Francisco Chavez	142.40
81-CC-0017	Cleda Mae Lombardo	69.68
81-CC-0018	Coralee Schneider	69.68
81-CC-0020	Frances Jeanne Hemann	65.93
81-CC-0042	Ina Jean Gunn	45.74
81-CC-0139	Jeffrey Cobstill	970.40
81-CC-0194	John Valtierra	513.68
81-CC-0195	Antoinette Toliver	1,044.48
81-CC-0196	Tom Stabnicki	964.57
81-CC-2046	Betty J. Walston	289.09
81-CC-0366	Gary L. Gurian	1,184.16
81-CC-0387	John Moyer	126.92
81-CC-0388	Benjamin Suddarth	532.72
81-CC-0389	George Cushing, Jr.	317.22
81-CC-0390	Norman Hinkle	380.65
81-CC-0391	Edward Buescher	317.22
81-CC-0392	Harold N. Jones	489.54
81-CC-0407	Mary Regina Ramsden	353.67
81-CC-0411	Morton S. Miller	261.86
81-CC-0423	James W. Smith	425.41
81-CC-0501	Thomas C. Butterweek	222.50
81-CC-0546	Martin Bonow	82.19
81-CC-0549	Kathleen Nagle	642.71
81-CC-0578	Grayland B. Johnson	136.00
81-CC-0583	Vicki A. LeBlanc Pedersen	395.07
81-CC-0698	Steven K. Dunn	114.84
81-CC-0705	Robert L. Palmer	46.63
81-CC-0714	Willie B. Smith	5,010.25
81-CC-0808	Harmon Reece	668.23
81-CC-0870	Russell L. Fonger	187.47
81-CC-0887	Noemi Alvarez	38.80
81-CC-0942	Dominic L. Marchese	50.00
81-CC-0952	Eileen Jones	141.78
81-CC-0961	Pamela J. Kaiser	368.21
81-CC-0967	Oliver Estenson	142.60
81-CC-0973	Marvin N. Sprague	1,670.02
81-CC-1140	Paul Ragano	13,656.74
81-CC-1239	John R. Eagleton	150.65
81-CC-1245	Anne Meigs	276.21
81-CC-1255	Helen Kay Baird	422.36
81-CC-1323	Nilima P. Lad	159.81

81-CC-1331	Lynn K. Ammann	36.97
81-CC-1344	Yvonne Ethelyn Waters	52.27
81-CC-1423	Ronald L. Evans	81.34
81-CC-1433	Jackie L. Batson	153.82
81-CC-1448	Bradley K. Williams	234.86
81-CC-1458	Alberissa Yarber	79.73
81-CC-1490	Sheryl C. Sawyer	1,ti65.19
81-CC-1557	Ronald S. Vycital	687.90
81-CC-1567	Ronald Maldunas	79.91
81-CC-1576	Ellen Liston	449.76
81-CC-1578	Stephen J. Eickelman	4,311.14
81-CC-1660	Beverly Henderson	464.02
81-CC-1664	Samuel S. Cardone, Ph.D.	1,494.25
81-CC-1729	Jessie Bolar	1,385.56
81-CC-1869	James Baysinger	364.99
81-CC-1908	Mary J. Moore	157.23
81-CC-1992	Margaret Stephens	264.63
81-CC-2057	Jeanette M. Vierke	305.64

CRIME VICTIMS COMPENSATION ACT

Where person is victim of violent crime as defined in the Act; has suffered pecuniary loss of **\$200.00** or more; notified and cooperated fully with law enforcement officials immediately after the crime; the victim and the assailant were not related and sharing the same household; the injury was not substantially attributable to the victim's wrongful act or substantial provocation; and his claim was filed in the Court of Claims within one year of the date of injury, compensation is payable under the Act.

OPINIONS PUBLISHED IN FULL FY 1981

(No. 75-CV-0185—Claim dismissed.)

In re APPLICATION OF MACCIE WILLIAMS.

Opinion filed December 30, 1980.

ALAN J. SCHEFFRES, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—claim denied where victim was related even though not sharing same household. The claim filed by the mother of the deceased victim was denied, as the assailant was the husband of the victim and the couple were separated and not living in the same household at the time of the incident, and the legislature intended to deny compensation in situations where the parties were either related or sharing the same household.

PER CURIAM.

This claim arises out of an incident which occurred on February 24, 1974, when the Claimant's daughter, Annie Mae Jennings, was shot and killed by her husband, Wyatt Jennings. The assailant and the victim were husband and wife but were living separate and apart at the time of the crime.

The Claimant is Maggie Williams, the mother of the victim, Annie Jennings, who brings this claim as guardian for the four minor children of Annie Mae Jennings and Wyatt Jennings.

Claimant seeks compensation for lost support under the provisions of the Crime Victims Compensation Act. Ill. Rev. Stat. 1979, ch. 70, par. 70 *et seq.*

An Order was entered by this Court on July 1, 1976, denying the claim on the ground that the assailant was the husband of the victim. Section 3(e) of the Act precludes eligibility for benefits where the victim and the assailant are related. The Claimant moved for a hearing under section 9 of the Act, and the hearing was granted.

No evidentiary hearing was held, as the facts are essentially undisputed.

The issue presented to this Court is whether a person

is entitled to compensation under the Act if that person is related to the assailant but not sharing the same household.

This Court has held in *In re Application of Lena Gordon*, 75-CV-219, as follows:

“Section 3(e) of the Act states that:

A person is entitled to compensation under the Act if: (e) the victim and his assailant were not related, and sharing the same household.”

It is our opinion from the words of section 3(e) of the Act, that it was the intent of the legislature to deny compensation for injuries arising out of domestic quarrels. It did not intend that this Court enter into a morass of trying to determine provocation or causes of quarrels between relatives or persons who reside together.

From a grammatical standpoint, the comma after the word related in section 3(e) indicates that *either* a condition of being related to the assailant or a condition of sharing the household of the assailant disqualifies a person from compensation. If the legislature intended that *both* the condition of being related to the assailant and sharing the same household must be present in order to disqualify a person, then the comma would not have been required. To hold otherwise is also to hold that the legislature intended to pay a victim who shared the household of his assailant although not related to him. This Court cannot agree that such was the intent of the Act.

This same issue was presented to the New York Executive Department Crime Victims Board. In the case of *Gilbert R. Weisinger v. Stanley L. Van Rensselear*, 362 N.Y.S. (2d) 126, the Court said, “Under Statute rendering a member of a family of perpetrator ineligible to receive financial assistance for criminal injury, husband could not receive an award for injury sustained when shot by his wife, who had been living separate and apart.”

Therefore, the Court reaffirms *In re Application* of

Lena Gordon, and finds that no compensation in this claim is authorized under the aforesaid Act and the claim is dismissed.

(No. 76-CV-0006—Claimdenied.)

In re APPLICATION OF JEAN DESIR.

Opinion filed July 12, 1980.

ARTHUR E. GERMAN, for Claimant.

WILLIAM J. SCOTT, Attorney General (ORISHA KULICK, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—claim arising from injuries sustained in automobile collision denied. The injuries sustained by the minor son of the Claimant were not compensable, as the Court of Claims has consistently held that unintentional motor vehicle occurrences do not fall within the provisions of the Crime Victims Compensation Act.

POCH, J.

This claim arises out of an incident which occurred on or about the 28th day of October 1974. Claimant seeks compensation pursuant to the applicable provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat., ch. 70, par. 71 *et seq.*

The claim was filed on or about the 1st day of July 1975. Thereafter, based upon the Investigatory Report submitted by the Attorney General of the State of Illinois and the other documentary evidence, the Court rendered its opinion on or about the 17th day of November 1976. Claimant filed his objection to said opinion and requested a full hearing on the merits.

This matter was heard in the Court of Claims, Chicago, Illinois, on July 8, 1977, at which time the transcript was waived by the parties. Claimant, Jean Desir, brings this action on behalf of Justin Patrick Desir, his minor son, who was struck by a vehicle allegedly being operated by one Stephen Smeja on or about October 28, 1974, and, as a result of said striking, the victim sustained injuries to his body. The accident was routinely treated by the police and State's Attorney's Office of Cook County as a traffic accident.

At the time of the incident, Justin Patrick Desir was approximately 6 years of age. The only testimony given at the time of the hearing was that of Justin Patrick Desir and testimony of Jean Desir, his father. The young boy testified that he was injured when struck by the vehicle driven by Stephen Smeja. The father could not testify to the facts of the incident since he was not present and did not observe same.

The issue is whether or not a crime occurred when Justin Patrick Desir was hit by the vehicle driven by Stephen Smeja. Respondent takes the position that at best the action of the driver of the vehicle amounted to negligence which would be otherwise compensable under the law.

Although there was testimony indicating that there had been some incidents of ill will between the Smeja family and Jean Desir's family, there is no evidence or testimony to support Claimant's contention that the behavior of Stephen Smeja at the time of the incident constituted a crime within the meaning of the Crime Victims Compensation Act. The uniform position of this Court has been that the Act has no application to unintentional motor vehicle occurrences. See *In Re Shirley*, 77-CV-289, *In Re Claro*, 77-CV-68, *In Re Gary*, 76-CV-1345, *In Re Matthews*, 76-CV-310.

Accordingly, it is the opinion of this Court that the prior order of this Court remain in full force and effect.

(No. 76-CV-0128—Claim denied.)

In re APPLICATION OF LEON SCOTT.

Opinion filed July 12, 1980.

LEON SCOTT, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (WENDY WEIDBERG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—*claim lacked merit as no crime occurred.* The claim arising from an incident involving an accidental shooting in which no charges were brought was properly denied, as the uncontroverted evidence established that no crime within the purview of the statute occurred.

POCH, J.

This claim arises out of a criminal offense which occurred on or about the 2nd day of April 1975. Claimant seeks compensation pursuant to the applicable provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat., ch. 70, par. 71 *et seq.*

The claim was filed on or about the 8th day of August 1975. Thereafter, based upon the Investigatory Report submitted by the Attorney General of the State of Illinois and the other documentary evidence, the Court rendered its opinion on or about the 28th day of September 1976. Claimant filed his objection to said opinion and requested a full hearing on the merits.

The hearing was conducted by Commissioners Mar-

tin Ashman and Leo J. Spivak on the 11th day of August 1977, the 27th day of September 1978, and the 4th day of April 1979, at Chicago, Illinois. As a result of said hearing the following facts were established by a preponderance of the evidence:

(1) Claimant did, on the night in question, invite one Onnie Mae Coffie to his house. During the evening, Claimant and Onnie Mae Coffie had an argument. In order to restrain her from leaving, Claimant produced a revolver—a struggle ensued and plaintiff was shot. The police were immediately called by said Onnie Mae Coffie. A full investigation was conducted by the police and State's Attorney—the shooting was characterized as accidental and no charges of any kind were brought.

(2) Under the foregoing circumstances, the preponderance of the evidence supports the findings of the Court heretofore entered on September **28, 1976**; namely, that no crime within the purview of the statute had occurred.

Accordingly, it is hereby ordered that the prior order of this Court remain in full force and effect and the matter not be reopened.

(No. 76-CV-1327—Claim denied.)

In re APPLICATION OF MARTA GARCIA DE ADAME AND JUAN ROMERO.

Order filed May 21, 1981.

HONORATUS LOPEZ, for Claimants.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am— inability to establish legal alien status of victim required denial of claim.* Eligibility for compensation relates specifically to citizens of the United States and aliens admitted under color of law, and, where Claimants were unable to establish the legal alien status of the murder victim, the claim for compensation was denied.

PER CURIAM.

This claim arises out of an incident that occurred on November **23, 1975**. Marta Garcia de Adame and Juan Romero, wife and brother-in-law, respectively, of the deceased victim, Gabriel Adame, seek compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1977**, ch. **70**, par. **71 et seq.**

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That Gabriel Adame, age **32**, was a victim of a violent crime as defined in section **72(c)** of the Act, to wit: Murder. Ill. Rev. Stat. **1977**, ch. **38**, par. **9—1**.

2. That on November **22, 1975**, the victim was beaten, for no apparent reason, by an unknown offender. The incident occurred on the street at **3201 S. Lawndale**, Chicago, Illinois, The victim was taken to St. Anthony Hospital where he died shortly thereafter.

3. Documents submitted by the Claimants to substantiate their claim indicated that the victim was a foreign national.

4. That the Claimant, Juan Romero, seeks compensation for funeral expenses only. He was not dependent upon the victim for support.

5. That the Claimant, Juan Romero, incurred funeral

and burial expenses as a result of the victim's death in the amount of \$700.00.

6. That the Claimant, Marta Garcia de Adame, seeks compensation for loss of support for herself and her four minor children.

7. That the Claimant and her four minor children were totally dependent upon the victim for support

8. That prior to his death, the victim was employed by International Multifoods Corporation and his average monthly earnings were **\$381.26**.

9. That section 4 of the Act states “* * * loss of support shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on \$500.00 per month, whichever is less.”

10. That the victim was **32** years of age at the time of the crime. According to the U.S. Department of Health, Education and Welfare, *Vital Statistics of the United States, 1976*, Life Tables, Volume II, his life expectancy would have been **68.6** years. The projected loss of support for **36.6** years is in excess of \$10,000.00 which is the maximum amount compensable under section 7(e) of the Act.

11. That pursuant to section 7(d) of the Act, this Court must deduct \$200.00 from all claims plus the amount of benefits, payments or awards payable under the Workmen's Compensation Act (Ill. Rev. Stat. **1977**, ch. **48**, par. **138.1 et seq.**), from local governmental, State or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

12. That the Claimants have received no reimbursements as a result of the victim's death that can be counted as applicable deductions.

13. That the Claimants, Marta Garcia de Adame and Juan Romero have complied with all pertinent provisions of the Act regarding funeral and burial expenses and loss of support.

14. That counsel for the Claimants has been unable to furnish documentation regarding the legal alien status of the victim. It is the opinion of this Court that the definition of a person eligible for compensation under the Act relates specifically to citizens of the United States and aliens admitted to **the** United States under color of law. Thus, the Claimants are precluded from recovery under the Act.

It is hereby ordered that this claim be, and is, hereby denied.

(No. 76-CV-1556—Claimant awarded \$10,000.00.)

In re **APPLICATION OF LIZZIE THOMAS.**

Opinion filed December 22, 1980.

MARC J. ANSEL, for Claimant.

TYRONE C. FAHNER, Attorney General (**SUE MUELLER**, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—claim of wife of innocent victim of murder granted. Wife of innocent victim of murder was awarded \$10,000, as she and her child were totally dependent on her husband who was the innocent victim of a violent crime, and the loss was in excess of the maximum award allowed.

PER CURIAM.

This claim arises out of an incident that occurred on September **5, 1976**, in Champaign, Illinois. Lizzie Thomas, wife of the deceased victim, Lyance Thomas, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1979**, ch. **70**, par. **71 et seq.**

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an Investigatory Report of the Attorney General which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. The Claimant's deceased husband, Lyance Thomas, age **21**, was a victim of a violent crime as defined in section 7(c) of the Act, to wit: Murder. Ill. Rev. Stat. **1979**, ch. **38**, par. **9-1**.

2. That on September **5, 1976**, Claimant's husband **was** found dead on a country road near Champaign, Illinois. There were no witnesses to the incident. It was determined that the victim died of acute asphyxia. **The** body was taken to Burnham City Hospital Morgue. The Claimant and Respondent have jointly stipulated to the facts surrounding the death of Lyance Thomas as contained in the investigative report of the Sheriff of Champaign County, a copy of which is attached hereto and made a part hereof, and that both parties jointly stipulated that this Court may rule on the facts included in that report.

3. The Claimant seeks compensation for funeral expenses and loss of support for herself and her minor child.

4. Funeral and burial expenses were paid by the Claimant in the amount of **\$1,918.50**.

5. The Claimant and her minor daughter were totally dependent upon the victim for support.

6. That section 4 of the Act states “* * * loss of support shall be determined on the basis of the victim’s average monthly earnings for the six months immediately preceding the date of the injury or on \$500 per month, whichever is less.”

7. That prior to his death, the victim was employed by Kraft Foods, Inc., and his average monthly earnings were \$881.

8. That the victim was 21 years of age at the time of the crime. According to the U.S. Department of Health, Education and Welfare, *Vital Statistics of the United States*, 1973, Life Tables, Volume 11, his life expectancy would have been **52** years. The projected loss of earnings for 52 years is in excess of \$10,000 which is the maximum amount compensable under section 7(e) of the Act.

9. That section 7(d) of the Act provides for a deduction of \$200 plus the amount of benefits, payments or awards payable under the Workmen’s Compensation Act (Ill. Rev. Stat. 1979, ch. 48, par. 138.1 *et seq.*), from local governmental, State or Federal funds or from any other source except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

10. After making all applicable deductions under the Act, the Claimant’s loss is in excess of the \$10,000 maximum award allowed in section 7(e) of the Act.

11. The Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

It is, therefore, ordered that the sum of \$10,000 (ten

thousand dollars) be and is hereby awarded to Lizzie Thomas, wife of Lyance Thomas, an innocent victim of a violent crime. It is further ordered that the award be paid to her within thirty days of the date of this opinion.

(Nos. 76-CV-1564, 76-CV-1565 cons.—Claim denied.)

In re APPLICATION OF NANCY M. HANSEN.

Order filed November 5, 1980

STEPHEN YOST, for Claimant.

TYRONE C. FAHNER, Attorney General (WENDY WEIDBERG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—motion for reconsideration of denial of claim arising from death in automobile accident denied. Unintentional motor vehicle offenses are not considered crimes of violence, and therefore the Claimant's motion for reconsideration of the denial of her claim based on the death of her husband in an automobile collision with an intoxicated driver would be denied and the cause would be dismissed with prejudice.

PER CURIAM.

This claim arises out of an incident that occurred on December 13, 1974. Nancy M. Hansen, wife of the deceased victim, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 *et seq.*

On January 2, 1979, this Court entered an Order denying said claim, because the above incident is not one of the violent crimes specifically set forth under section 2(c) of the Act.

Claimant filed a motion for reconsideration with the Court, and said motion was assigned to Commissioner Leo J. Spivak for a hearing.

The hearing was commenced on June 27, 1979. The essential facts outlined hereafter were stipulated and a briefing schedule established. Subsequently, Claimant filed his brief, the Attorney General filed his Response and Claimant filed his reply.

The basic facts are uncontroverted:

1. Claimant and her husband were driving in their automobile when struck head-on by an individual who was completely intoxicated at the time. After the collision the other party attempted to flee and was apprehended by police.

2. Claimant's husband was killed in the collision. He left as total dependents Claimant and their two minor children now aged 9 and 15.

3. Claimant had filed several civil actions — (i) under the “Dramshop Act”, (ii) against the police officer and (iii) against the other driver. Actions described under (i) and (ii) were settled for a gross sum of \$60,000 pursuant to a covenant not to sue.

This Court has uniformly taken the position that the Illinois Crime Victims Compensation Act is not applicable to unintentional motor vehicle offenses, as not being a “crime of violence” within section 2(c) thereof. A case previously decided which appears to be on all fours with the case at bar is *In re Stevens*, 75-CV-276. Similar conclusions were drawn in *In re Smith*, 76-CV-978; *In re Heckey*, 76-CV-940; *In re Sirley*, 77-CV-289; *In re Claro*, 77-CV-68; *In re Gary*, 76-CV-1345; *In re Mathais*, 76-CV-310; and *In re Coleman*, 75-CV-54.

Furthermore, Claimant's cause must be defeated

under the provision of section 10 dealing with the State's right of subrogation (a) and claims against the proceeds of suit, settlement, etc. against the "assailant".

For the foregoing reasons it is ordered that the Claimant's petition be and the same is hereby denied and the cause dismissed with prejudice.

(No. 78-CV-0401—Claim denied.)

In re APPLICATION OF ALFONSO VISCARRONDO.

Order filed September 10, 1980.

ALFONSO VISCARRONDO, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—"hit and run" injuries are not compensable. The injuries sustained by the Claimant when he was struck by an automobile in a "hit and run" accident were not compensable, as a "hit and run" case is not one of the crimes enumerated in the Crime Victims Compensation Act as being the basis of a claim.

PER CURIAM.

This claim arises out of an incident that occurred on April 26, 1978. Alfonso Viscarrondo, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the

application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on April 26, 1978, the Claimant was struck by an automobile as he was riding his bicycle. The incident occurred at the intersection of Addison and Racine, Chicago, Illinois. The driver of the automobile did not stop after striking the Claimant. The Claimant was taken to Illinois Masonic Hospital for treatment of his injuries.

2. The issue presented to the Court is whether an injury incurred as a result of the reckless operation of a motor vehicle, including leaving the scene of the accident, may be the basis for an award under the Act.

3. In *In re Roberta L. Stevens* (1976), 75-CV-276 the Court held: "It is the opinion of this Court that the Illinois General Assembly did not intend to include compensation for nonintentional motor vehicle offenses."

While a hit and run case is a crime, it is not one of the crimes specifically enumerated in the Act as being the basis of a claim under the Act.

It is therefore hereby ordered, that this claim be and is hereby denied.

(No. 78-CV-0616—Claim denied.)

In re APPLICATION OF BERTHA BRANYON.

Order filed June 19, 1981.

RICHARDSON & JIANAKOPLIS (SCOTT RICHARDSON, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am— claim denied where the victim and the assailant were sharing a household at time of crime. The claim filed by the deceased victim's wife, who was estranged from the victim at the time of his death, was denied, as the victim was killed by the woman who shared his household at the time.

PER CURIAM.

This claim arises out of a criminal offense that occurred on September **27, 1975**. Claimant, Bertha Branyon, seeks compensation under the provisions of the Crime Victims Compensation Act. Ill. Rev. Stat. **1979**, ch. 70, par. 71 *et seq.*

The Court entered an Order on February **21, 1980**, dismissing the claim in that the victim and assailant were related and sharing the same household. Pursuant to section 9 of the Act, the Claimant moved for a hearing and the request was granted.

The hearing was conducted by Commissioner Robert H. Rath on July **25, 1980**, at Belleville, Illinois.

Based upon the testimony and documents received in evidence, the Court finds:

1. The woman who killed the victim, Elwestley Branyon, was known as Ethel Branyon at the time of the victim's death.

2. A purported marriage ceremony had taken place on April **11, 1975**, between Elwestley Branyon and Ethel C. Ware in Cook County, Illinois, which marriage was void due to the previous marriage of Elwestley Branyon and Bertha Lee McGee, which was solemnized on the 23rd day of October, 1970.

3. That Bertha Branyon was not aware of the fact that the victim Elwestley Branyon was living with his "new wife" and believed that he was living with his sister in Chicago.

4. That the minor children of Ethel Branyon believed that Elwestley Branyon was their stepfather.

5. That the deceased victim, Elwestley Branyon, and his assailant, Ethel C. Ware, were residing together at the time of the victim's death.

The Crime Victims Compensation Act provides in pertinent part as follows:

“If the victim is deceased and the victim and assailant were sharing the same household at the time the crime occurred, no award shall be made.”

Bertha Branyon, Claimant in this case, is entirely innocent of wrongdoing and innocent of the “family squabble” which resulted in the victim's death, yet it is clear that the victim and his assailant were sharing the same household at the time the crime occurred. We do not believe that the legislature envisioned the present situation as being one in which benefits should be denied to the innocent Claimant; however, we cannot ignore the language of the statute which prohibits an award in this case.

The Court, therefore, finds no grounds for reconsidering its Order of February 21, 1980, denying the claim for compensation herein.

(No. 78-CV-0639—Claimant awarded \$2,000.00.)

In re APPLICATION OF PATRICK BIGGS.

Opinion filed December 30, 1980.

CRIME VICTIMS COMPENSATION ACT—*award limited to funeral expenses in absence of proof of loss of support.* The Claimant was awarded the maximum amount allowable for funeral expenses, as the amount paid by him in connection with the murder of his daughter exceeded the maximum amount compensable, but his claim for support was denied due to the lack of evidence of such loss.

ROE, C. J.

This claim arises out of an incident that occurred on August 20, 1978. Patrick Biggs, father of the deceased victim, Cathleen Biggs, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, the investigatory report and supplemental investigatory report of the Attorney General, the evidence adduced at a hearing on the matter, and the report of the commissioner to whom the case was assigned. Based upon this record, the Court finds:

1. That Claimant's deceased daughter, Cathleen **Biggs**, age 25, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: Murder. Ill. Rev. Stat. 1977, ch. 38, par. 9—1.

2. That on August 20, 1978, the victim was entertaining a guest at her home when a known subject entered the home and shot her and her friend. The assailant then left the home and shot himself. Both the victim and the assailant were dead at the scene.

3. That the Claimant seeks compensation for funeral expenses and for loss of support.

4. That according to section 3(a) of the Act, a person related to the victim is eligible for compensation for funeral expenses for the victim provided that such expenses were paid by him.

5. That the Claimant incurred funeral expenses of \$1,813.80 and burial expenses of \$125.00 for the cemetery lot and \$373.00 for the memorial, for a total of \$2,311.80, all of which he has paid. This Court has heretofore

consistently held that \$2,000.00 is the maximum amount compensable for such expenses.

6. That on August 24, 1979, a hearing was held to determine the issue of loss of support. At that time Claimant testified that the victim had agreed to lend financial assistance to a younger sister to enable her to go to college. The younger sister was not enrolled in college on the date of the hearing and had not been for a period of 2 years or more with the exception of occasional enrollment for the purpose of obtaining extra credit hours. This person has not applied for compensation in her own name nor has she been listed as a dependent of the victim on Claimant's application. We find the evidence to support this element of loss insufficient to grant an award therefor.

Claimant also submitted a checkbook containing a check register belonging to the victim. The date at the beginning indicated September 1977 and appears to contain check records up to the date of the victim's death. The Claimant circled the items he thought were pertinent to his claim for loss of support. It is difficult to determine the frequency with which certain items were paid because several circled items were not dated. Based upon the record before us we find that these payments were essentially in the nature of room and board payments and for support of the Claimant. Moreover, the Claimant was supporting himself at this point in time. The record regarding this element of loss is also insufficient to support an award therefor.

7. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation for funeral expenses only under the Act.

8. That pursuant to section 7(d) of the Act, this Court must deduct \$200.00 plus the amount of benefits,

payments or awards payable under the Workmen's Compensation Act (Ill. Rev. Stat. 1977, ch. 48, par. 138.1 *et seq.*), from local governmental, State, or Federal funds, or from any other source, except annuities, pension plans, Federal social security benefits, and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

9. That the Claimant has not received any reimbursements as a result of the victim's death that can be applied as deductions.

10. That after deducting \$200.00 from the funeral expenses incurred by the Claimant the expenses are still in excess of the \$2,000.00 which this Court has deemed to be the maximum amount compensable for such items.

It is hereby ordered that the sum of \$2,000.00 (two thousand dollars) be, and hereby is, awarded to Patrick Biggs, father of an innocent victim of a violent crime.

(No. 78-CV-0667—Claim denied.)

In re APPLICATION OF MATTHEW P. McNULTY.

Opinion filed May 29, 1981.

MATTHEW P. McNULTY, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (ALAN R. BOUNDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*injury suffered as consequence of patronizing prostitute was not compensable.* The credible testimony of a police officer established that the injury suffered by the Claimant was substantially attributable to the wrongful act of patronizing a prostitute and his claim for compensation was therefore denied as he failed to meet the required condition precedent.

PER CURIAM.

This claim arises out of an incident that occurred on August **10, 1978**. Matthew P. McNulty, claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1979**, ch. **70**, par. **71 et seq.**

The Court entered an Order on July **7, 1980**, based on the Investigatory Report of the Attorney General, the application and the form submitted by the Claimant, which Order found that Claimant's injury was substantially attributable to the wrongful act of patronizing a prostitute and that Claimant has not met a required condition precedent for compensation under the Act.

Pursuant to Section 9 of the Act, Claimant requested a hearing.

Evidence was taken by the Court at a hearing conducted by Martin C. Ashman, a Commissioner of this Court.

Claimant testified that on August **10, 1978**, he had been drinking at a tavern, having consumed seven drinks of beer in a little over a three hour period from **11 o'clock P.M.** to shortly after **2 o'clock A.M.**

After the drinks at the last tavern, he proceeded by automobile to the intersection of Washington Blvd. and Cicero Avenue, Chicago, Illinois, where he was approached by a girl while he was in the automobile. She said something that Claimant does not fully remember but remembers something about sex, and Claimant answered with a "smart remark". While standing outside Claimant's vehicle on the driver's side, she grabbed Claimant's pocketbook through the window and ran. Claimant denied that the girl had ever been in his vehicle. Claimant got out of his car and chased her. She

yelled for help and someone commenced shooting. He heard six shots and one of the bullets knocked him down. Shooting continued while he was on the ground. He picked himself up and drove to the home of his ex-wife where he became unconscious in the car. A policeman discovered him and he was taken to St. Anne's Hospital where he was questioned by the police. He told the police that he could not identify his assailants.

After Claimant's release from the hospital, he was called at 3 o'clock A.M. by a policeman. The police officer told him that the police had captured his assailants and asked if Claimant could identify them. Claimant said that he could not identify them and Claimant was told to go to court but was never given a court date.

On cross examination, Claimant admitted that he had **described the girl as tall and** wearing a yellow shirt-waist blouse and that the Claimant was not beaten throughout the incident.

Officer James Linzy of the Chicago Police Department testified that on August 9, 1978, while off duty he was proceeding West on Washington Street near Cicero Avenue in Chicago. As he approached the intersection he observed a female Negro jump out of the passenger side of a van-like vehicle which was stopped in the middle of the street. He then observed Claimant exit the driver's side of the vehicle and chase the girl. The girl screamed and two male Negroes began to chase the Claimant as Claimant continued to chase the girl. Claimant caught the girl and grabbed her and one of the male Negroes struck the Claimant with a tire iron. Claimant then chased the male Negro and another male Negro fired a shot at Claimant.

The officer then pursued the assailants by car, firing two shots at the assailants.

Some weeks later, Officer Linzy, while passing by the same neighborhood, recognized Claimant's assailants and arrested them. The officer called Claimant and told Claimant that he had arrested the assailants and that he, Officer Linzy, could identify them and asked Claimant if he wanted to sign a complaint against the assailants. Claimant refused stating that he just wanted to forget it.

The Court finds that judging from the attitude and demeanor of the witnesses, the testimony of Officer Linzy was more credible than that of Claimant. Officer Linzy, at a risk of his own life helped save Claimant's life. Thereafter, by alert police work he was able to apprehend the assailants and was able to recognize the assailants. Officer Linzy's testimony was clear and unequivocal. He had no interest in not telling the truth and his testimony was clear and convincing that the Claimant refused to sign a complaint against his assailants. Claimant's testimony, to the contrary, was vague and not credible.

It is hereby ordered that this claim be, and is, hereby denied.

(No. 79-CV-0136—Claim denied.)

In re APPLICATION OF ANNIE CROSS.

Order filed December 29, 1980.

ANNIE CROSS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*claim denied where victim's conduct contributed to death in shooting.* The Claimant, mother of the deceased

victim, was denied compensation where the evidence established that her son was killed in a shooting arising from a dispute concerning the distribution of drugs, and the son's conduct contributed to his death.

PER CURIAM.

This claim arises out of an incident that occurred on December 3, 1978. Annie Cross, mother of the deceased victim, David Cross, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 *et seq.*

This court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on December 3, 1978, the victim was shot by an offender who was known to him. Police investigation revealed that the incident stemmed from a dispute regarding territorial rights over the distribution of drugs. When the police arrived at the scene, they observed that the victim was holding a gun in his right hand. The incident occurred on the street at 200 E. 43rd Street, Chicago, Illinois. The victim was taken to Michael Reese Hospital and pronounced dead on arrival. The offender was apprehended and pled guilty to the charge of voluntary manslaughter.

3. That section 7(c) of the Act states that the Court of Claims shall determine the degree or extent to which the victim's acts or conduct provoked or contributed to his injuries or death and reduce or deny the award of compensation accordingly.

4. That the victim's death was attributable to his own conduct in that the incident occurred as a direct

result of an argument concerning the illegal distribution of drugs.

5. That the Court finds that the victim's conduct contributed to his death to such a substantial degree as to warrant a full denial of this claim pursuant to section 7(c).

It is hereby ordered that this claim be, and is hereby denied.

(No. 79-CV-0145—Claim denied.)

In re APPLICATION OF ELENA NUNEZ.

Order filed September 10, 1980.

ELENA NUNEZ, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*victim's death was attributable to fact he engaged assailants in fight while armed with knife.* The wife of the deceased victim of a shooting was denied compensation, as the facts showed that the victim substantially contributed to his death by engaging the assailants in a fight while armed with a knife and no probable cause was found to indict the assailants.

PER CURIAM.

This claim arises out of an incident that occurred on December 13, 1978. Elena Nunez, wife of the deceased victim, Estanislao Nunez, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the

Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on December 13, 1978, the victim was shot by Mr. Paul Nantz in front of the Coleman Moving & Storage Company at 2146 W. Roscoe, Chicago, Illinois. The incident stemmed from an altercation that had occurred minutes before the shooting. The victim had entered the Coleman Moving & Storage Company building and when he was informed that it was closed, he began arguing with Mr. Nantz and Mr. Herman Bailey, who were co-owners of the company. The victim then left the building and returned several minutes later holding a knife. Seeing that the victim had a knife, Mr. Nantz took a handgun from his desk and, along with Mr. Bailey, met the victim as he approached the building. A confrontation ensued, during which Mr. Nantz shot the victim and the victim cut both Mr. Nantz and Mr. Bailey. The victim was taken to Ravenswood Hospital where he died shortly after admission. Mr. Nantz and Mr. Bailey were charged with murder but in a preliminary hearing there was a finding of no probable cause to indict or try them of the charges.

2. That section 3(f) of the Act states that a person is entitled to compensation under the Act if the injury to or the death of the victim was not substantially attributable to the victim's wrongful act or substantial provocation of the assailant.

3. That it appears from the investigatory report and the police report that the victim's death was substantially attributable to his engaging Mr. Nantz and Mr. Bailey in a fight armed with a knife.

4. That the Claimant has not met a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be, and is hereby denied.

(No. 80-CV-0020—Claimant awarded \$1,197.50.)

In re APPLICATION OF ROBERT LEE COLLINS.

Opinion filed March 3, 1981.

ROBERT LEE COLLINS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—innocent victim of aggravated battery awarded medical expenses.* The Innocent victim of an aggravated battery was awarded his net medical expenses only, since he had been unemployed for the six months preceding the offense and therefore suffered no loss of earnings compensable under the Crime Victims Compensation Act.

PER CURIAM.

This claim arises out of an incident that occurred on September 24, 1978. Robert Lee Collins, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Robert Lee Collins, age 33, was a victim of a violent crime, as defined in section 2(c)

of the Act, to wit: Aggravated Battery. Ill. Rev. Stat. 1977, ch. 38, par. 12—4.

2. That on September 24, 1978, the Claimant was injured when an automobile, driven by an unknown offender deliberately swerved off the road and struck him. The incident occurred on the sidewalk at 934 Rollins, Round Lake Heights, Illinois. The Claimant was taken to Condell Memorial Hospital for treatment of his injuries.

3. That the Claimant seeks compensation for medical/hospital expenses only.

4. That section 4 of the Act states that loss of earnings shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on \$500.00 per month, whichever is less.

5. That the Claimant was not employed for the six months immediately preceding the date of the incident out of which this claim arose and therefore suffered no loss of earnings compensable under the Act.

6. That the Claimant incurred medical/hospital expenses in the amount of \$5,960.90, \$226.24 of which was paid by the Illinois Department of Public Aid and \$4,337.16 was written off as bad debt by the vendors, leaving a balance of \$1,397.50.

7. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

8. That pursuant to section 7(d) of the Act, this Court must deduct \$200.00 from all claims plus the amount of benefits, payments or awards payable under the Workmen's Compensation Act (Ill. Rev. Stat., 1977, ch. 48, par. 138.1 *et seq.*), from local governmental, State

or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

9. That the Claimant has received no reimbursements that can be counted as applicable deductions.

10. That the Claimant is entitled to an award based on the following:

Net Medical Expenses	\$1,397.50
Less \$200.00 Deductible	<u>-200.00</u>
Total	\$1,197.50

It is hereby ordered that the sum of **\$1,197.50** (one thousand one hundred ninety-seven dollars and fifty cents) be and is hereby awarded to Robert Lee Collins, an innocent victim of a violent crime.

(No. 80-CV-0138—Claim denied.)

In re APPLICATION OF DOREATHA DAYS.

Order filed December 29, 1980.

DOREATHA DAYS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—claim denied due to lack of evidence of violent crime. The claim filed by the widow of a police officer who suffered a heart seizure and died while in pursuit of a suspected auto thief was denied, as there was no evidence presented as to any one of the violent crimes specified by the Crime Victims Compensation Act.

PER CURIAM.

This claim arises out of an incident that occurred on November 10, 1978. Doreatha Days, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on November 10, 1978, the victim, a Chicago police officer, was stricken with a heart seizure as he was in pursuit on foot of a suspected auto thief. The incident occurred on the street at 1371 E. 50th Street, Chicago, Illinois. The victim was taken to Billings Hospital where he expired shortly thereafter. The medical examiner found that the cause of death was arteriosclerotic cardiovascular disease.

2. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence of one of the violent crimes specifically set forth under section 2(c) of the Act. Ill. Rev. Stat. 1977, ch. 70, par. 72(c).

3. That the Claimant has not submitted any evidence that one of the violent crimes specifically set forth under section 2(c) of the Act occurred.

4. That the Claimant has not met a required condition precedent for compensation under the Act.

It is hereby ordered, that this claim be, and is hereby denied.

(No. 80-CV-0152—Claimant awarded \$10,000.00.)

In re APPLICATION OF PAULINE M. DELLE.

Opinion filed February 5, 1981.

PAULINE M. DELLE, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am— maximum award granted to surviving spouse and child of murder victim.* The surviving spouse and child of the deceased who was murdered by an unknown offender were awarded the maximum amount allowable under the Crime Victims Compensation Act based on evidence of funeral expenses paid and the total loss of support.

PER CURIAM.

This claim arises out of an incident that occurred on June 13, 1979. Pauline M. Delle, wife of the deceased victim, Fred C. Delle, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant's deceased husband, Fred C. Delle, age 50, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: Murder. Ill. Rev. Stat. 1977, ch. 38, par. 9—1.

2. That on June 13, 1979, the victim was shot by an unknown offender for no apparent reason. The incident occurred on the street at 4567 W. Patterson, Chicago, Illinois. The victim was taken to Northwest Hospital where he was pronounced dead on arrival.

3. That the Claimant seeks compensation for funeral expenses and for loss of support for herself and her minor daughter, Denise Delle, age 11.

4. That the Claimant incurred funeral and burial expenses in the amount of \$3,462.05, which the Claimant has paid, of which \$2,000.00 has been deemed reasonable and therefore compensable by the Court.

5. That the Claimant, Pauline Delle, and her minor child, Denise Delle, were totally dependent upon the victim for support.

6. That prior to his death, the victim was employed by Enameled Steel and Sign Company and his average monthly earnings were \$1,387.82.

7. That section 4 of the Act states “* * * loss of support shall be determined on the basis of the victim’s average monthly earnings for the six months immediately preceding the date of the injury or on \$500.00 per month, whichever is less.”

8. That the victim was 50 years of age at the time of the crime. According to the U.S. Department of Health, Education and Welfare, *Vital Statistics of the United States*, 1976, Life Tables, Volume II, his life expectancy would have been 74.2 years. The projected loss of support for 24.2 years is in excess of \$10,000.00 which is the maximum amount compensable under section 7(e) of the Act.

9. That this claim complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

10. That pursuant to section 7(d) of the Act, this Court must deduct \$200.00 from all claims plus the amount of benefits, payments or awards payable under

the Workmen's Compensation Act (Ill. Rev. Stat. 1977, ch. 48, par. 138.1 *et seq.*), from local governmental, State or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

11. That the Claimant has received no reimbursements as a result of the victim's death that can be counted as applicable deductions.

12. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is in excess of \$10,000.00 maximum allowed in section 7(e) of the Act.

13. That the Claimant's interest would be best served if the award hereunder would be paid pursuant to the alternative provisions of section 8 of the Act.

It is therefore hereby ordered that the sum of \$10,000.00 (ten thousand dollars) be and is hereby awarded to Pauline M. Delle, wife of Fred C. Delle, an innocent victim of a violent crime to be paid and disbursed to her as follows:

- (a) \$2,000.00 (two thousand dollars) to be paid to Pauline M. Delle for funeral expenses;
- (b) Sixteen (16) equal monthly payments of \$500.00 (five hundred dollars) each to be paid to Pauline M. Delle for the use and benefit of herself and Denise Delle;
- (c) In the event of the death or marriage of the Claimant or the Claimant's children, it is the duty of the personal representative of the Claimant to inform this Court in writing of such death

or marriage for the purpose of the possible modification of the award.

(No. 80-CV-0173—Claimant awarded \$10,000.00.)

In re APPLICATION OF SAMUEL M. HARRIS.

Opinion filed August 13, 1980.

EDWARD R. GAYLES, for Claimant.

WILLIAM J. SCOTT, Attorney General (ALAN R. BOUNDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—claimant granted maximum award for medical expenses and loss of earnings. The maximum award was granted to the Claimant who was the victim of an aggravated battery by an unknown offender who was in the course of an armed robbery, as the evidence established that the Claimant's losses exceeded the maximum award allowed.

PER CURIAM.

This claim arises out of an incident that occurred on December 3, 1978. Samuel M. Harris, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Samuel M. Harris, age 61, was a victim of a violent crime, as defined in section 2(c) of

the Act, to wit: Aggravated Battery. Ill. Rev. Stat. 1977, ch. 38, par. 12—4.

2. That on December 3, 1978, the Claimant was shot several times by an unknown offender during an armed robbery. The incident occurred at the restaurant owned by the Claimant at 2129 E. 71st Street, Chicago, Illinois. The Claimant was taken to Jackson Park Hospital for treatment of multiple gunshot wounds.

3. That the Claimant seeks compensation for medical/hospital expenses and for loss of earnings.

4. That the Claimant incurred medical/hospital expenses in the amount of \$3,481.34, none of which was paid by insurance. The Veterans Administration has assumed responsibility for all other medical expenses.

5. That the Claimant was self-employed as owner of The Rib Barrell Bar-B-Que Restaurant prior to the injury and his average monthly earnings were \$1,579.59. Claimant was disabled and unable to work from December 3, 1978 to the present. As of August 3, 1980, the Claimant has been disabled for a period of 1 year and 8 months.

6. That section 4 of the Act states that loss of earnings shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on \$500.00 per month, whichever is less.

7. That based on \$500.00 per month, the maximum compensation for loss of earnings for 1 year and 8 months is \$10,000.00.

8. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

9. That pursuant to section 7(d) of the Act, this Court

must deduct \$200.00 from all claims plus the amount of benefits, payments or awards payable under the Workmen's Compensation Act (Ill. Rev. Stat. 1977, ch. 48, par. 138.1 et seq.), from local governmental, State or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the claimant.

10. That the Claimant has received no disability benefits.

11. That after making all the applicable deductions under the Act, the Claimant's loss is in excess of the \$10,000.00 maximum award allowed under section 7(e) of the Act.

It is hereby ordered that the sum of \$10,000.00 (ten thousand dollars) be and is hereby awarded to Samuel M. Harris, an innocent victim of a violent crime.

(No. 80-CV-0208—Claim denied.)

In re APPLICATION OF AMOS BARNES.

Order filed August 13, 1980.

AMOS BARNES, *pro se*, for Claimant.

WILLIAM J. SCOTT, Attorney General (ALAN R. BOURDEAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—claim denied as no criminal offense was established.* The claim filed based on injuries sustained in an alleged robbery was denied, as the Claimant waited 26 days to report the incident and a subsequent police investigation revealed that the Claimant was intoxicated at the time and only reported the incident to collect insurance

benefits and to file a claim under the Crime Victims Compensation Act, but that no crime occurred.

PER CURIAM.

This claim arises out of an alleged incident that occurred on April 29, 1979. Amos Barnes, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant alleges that on April 29, 1979, he was struck by an unknown offender during the course of a robbery. The incident occurred in the stairway of the apartment building located at 8 South St. Louis, Chicago, Illinois. The Claimant was taken to Cook County Hospital. The Claimant did not report the incident to the police until May 25, 1979, which is 26 days after the alleged incident. Police investigation, through a subsequent interview, revealed that the Claimant had been drinking the night of the alleged incident, and that he apparently lost consciousness as he was walking up the stairs at the above address. A neighbor heard him screaming and called the police, who took him to Cook County Hospital. According to medical records reviewed by the officer, the Claimant was treated for severe alcoholism, delirium tremors, and a drug overdose. When asked why he had waited 26 days to file a police report, the Claimant stated that he would not have gone to the police except that he needed the report to collect insurance benefits, and also that he was told he could collect

money from the State of Illinois if he were injured in a robbery. Due to the victim's statement given to the officer, the medical report from Cook County Hospital and lapse of 26 days between the alleged incident and the Claimant reporting said incident to police, the case was unfounded as no crime occurred.

2. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence of one of the violent crimes specifically set forth under section 2 (c) of the Act.

3. That it appears from the investigatory report and the police report that the Claimant was not a victim of one of the violent crimes specifically set forth under section 2(c) under the Act.

4. That the Claimant has not met a required condition precedent for compensation under the Act.

It is hereby ordered, that this claim be, and is, hereby denied.

(No. 80-CV-0429—Claimant awarded \$4,105.68.)

In re APPLICATION OF WILLIAM SWAN.

Opinion filed April 3, 1981.

WILLIAM SWAN, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—award granted to victim of aggravated battery. The victim of an aggravated battery committed during the

course of a robbery was granted an award based on his medical expenses and loss of earnings incurred as a result of the injuries he sustained.

PER CURIAM.

This claim arises out of an incident that occurred on September **16, 1977**. William Swan, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1977**, ch. **70**, par. **71 et seq.**

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, William Swan, age **27**, was a victim of a violent crime, as defined in section 2(c) of the Act, to wit: Aggravated Battery. Ill. Rev. Stat. **1977**, ch. **31**, par. **12—4**.

2. That on September **16, 1979**, the Claimant was stabbed by an unknown offender during the course of a robbery. The incident occurred on the CTA platform located at **315 E. Garfield**, Chicago, Illinois. The Claimant was taken to Provident Hospital for treatment of his injuries.

3. That the Claimant seeks compensation for medical/hospital expenses and for loss of earnings.

4. That the Claimant incurred medical/hospital expenses in the amount of **\$11,462.40, \$9,947.64** of which was paid by insurance, leaving a balance of **\$1,514.76**.

5. That the Claimant was employed by Bradner, Smith & Company prior to the injury and his average monthly earnings were **\$507.69**. Claimant was disabled

and unable to work from September 17, 1979, to May 22, 1980, a period of 8 months and 4 working days.

6. That section 4 of the Act states that loss of earnings shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on \$500.00 per month, whichever is less.

7. That based on \$500.00 per month, the maximum compensation for loss of earnings for 8 months and 4 working days is \$4,090.92.

8. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

9. That pursuant to section 7(d) of the Act, this Court must deduct \$200.00 from all claims plus the amount of benefits, payments or awards payable under the Workmen's Compensation Act (Ill. Rev. Stat. 1977, ch. 48, par. 138.1*et seq.*), from local governmental, State or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

10. That the Claimant has received \$1,300.00 in disability benefits.

11. That the Claimant is entitled to an award based on the following:

Compensable Loss of Earnings	\$4,090.92
Net Medical/Hospital Expenses	<u>1,514.76</u>
Total	\$5,605.68
Less Disability Benefits	-1,300.00
Less \$200.00 Deductible	<u>- 200.00</u>
Total	\$4,105.68

It is hereby ordered that the sum of **\$4,105.68**(four thousand one hundred five dollars and sixty-eight cents) be and is hereby awarded to William Swan, an innocent victim of a violent crime.

(No. 81-CV-0575—Claim dismissed.)

In re APPLICATION OF WENANTY DUDZIC.

Order filed May 21, 1981.

WENANTY DUDZIC, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*claim* filed by person unable to document legal alien *status* dismissed. The claim filed by the victim of an aggravated battery committed during the course of an armed robbery was dismissed due to the Claimant's inability to furnish evidence of his legal alien status, since compensation under the Crime Victims Compensation Act specifically relates to citizens of the United States and legal aliens.

PER CURIAM.

This claim arises out of an incident that occurred on November 8, 1980. Wenanty Dudzic, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 *et seq.*

This Court has carefully considered the application for benefits submitted on January 27, 1981, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon

these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Wenanty Dudzic, age 45, was a victim of a violent crime, as defined in section 2(c) of the Act, to wit: Aggravated Battery. Ill. Rev. Stat. 1979, ch. 38, par. 12—4.

2. That on November 8, 1980, the Claimant was shot by an unknown offender during the course of an armed robbery. The incident occurred on the street at 1529 W. 48th Street, Chicago, Illinois. The Claimant was taken to Mercy Hospital and admitted for treatment.

3. That documents submitted by the Claimant to substantiate his claim indicate that he is a foreign national.

4. That the Claimant seeks compensation for medical/hospital expenses and for loss of earnings.

5. That the Claimant's medical/hospital expenses from the date of the incident up to January 31, 1981, have been assumed by the Illinois Department of Public Aid. The Claimant has been denied further benefits because he has failed to meet the Illinois Department of Public Aid citizenship/alienage requirements.

6. That the Claimant was employed by Vinal Green prior to the injury and his average monthly earnings were \$336.86. Claimant is disabled and unable to work. The Claimant's physicians are unable to determine at this time whether or not the Claimant will be permanently disabled.

7. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on \$750.00 per month, whichever is less.

8. That pursuant to section 10.1(e) of the Act, this Court must deduct \$200.00 from all claims, (except in the case of an applicant 65 years of age or older) and the amount of benefits, payments or awards payable under the Workers Compensation Act, Dram Shop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first \$25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

9. That the Claimant has been unable to furnish documentation regarding his legal alien status. It is the opinion of this Court that the definition of a person eligible for compensation under the Act relates specifically to citizens of the United States and aliens admitted to the United States under color of law. Thus, the Claimant is precluded from recovery under the Act.

It is hereby ordered that this claim be, and is, hereby dismissed.

**CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL
FY 1981**

75-CV-0246	Mildred McRoy	\$ 1,608.00
75-CV-0404	Henry P. Brackins	Dismissed
75-CV-0456	Mark Carl Campbell	Dismissed

75-CV-0487	Marvin Mollestad	Dismissed
75-CV-0509	Beverly Perkins	Dismissed
75-cv-0600	Max Mirabal, Jr.	Dismissed
75-cv-0901	Antoinette De Rose	Dismissed
75-CV-0936	Lidia Z. Dinverno	5,000.00
76-CV-0010	Wilson Tillis	Dismissed
76-CV-0059	Eddie B. McCool	Denied
76-CV-0059	Clement Carter	Denied
76-CV-0073	Lessie Seals	Dismissed
76-CV-0081	Booker T. Williams	Denied
76-CV-0094	Carol A. Millman	Dismissed
76-CV-0115	Dorothy D. Van Horn	Dismissed
76-CV-0117	Tyrone Wilson	Dismissed
76-CV-0158	Lester Junior Blain	Dismissed
76-CV-0193	Frank M. Elmore	Dismissed
76-CV-0203	Maria A. Berenyi	Dismissed
76-CV-0208	Bertha H. Pugh	Dismissed
76-CV-0211	Samuel Pugh	Dismissed
76-CV-0226	Philip Oweimrin	Dismissed
76-CV-0228	Juvenal Garcia	Dismissed
76-CV-0278	Sterling A. Brown, Jr.	Dismissed
76-CV-0305	Ada L. Grochocki	Dismissed
76-CV-0306	Antonio Galvan	Dismissed
76-CV-0331	Gladys Kennedy McGee	10,000.00
76-CV-0350	Francisco Montano	Dismissed
76-CV-0355	Marva R. Hughes	Dismissed
76-CV-0359	Frances Wroblewski	Dismissed
76-CV-0367	Floyd E. Koch, Jr.	Dismissed
76-CV-0379	Sylvia Guzman Pacheco	Dismissed
76-CV-0382	Marvin Moore	Dismissed
76-CV-0385	Adrophy McGhee	Dismissed
76-CV-0391	Donald G. Shatner	Dismissed
76-CV-0407	Marcella Shapiro	521.00
76-CV-0408	Vercy Lee Thomas	Dismissed
76-CV-0412	Adeline Najera	10,000.00
76-CV-0429	Albert Woods	Dismissed
76-CV-0443	Juan Alvarez	Dismissed
76-CV-0458	Adrienne E. Kerksick	Dismissed
76-CV-0461	Herman Thomas	Dismissed
76-CV-0473	Armand A. Dinverno	5,000.00
76-CV-0475	Ronald J. Jones	Dismissed
76-CV-0488	Ruby Jones	Dismissed

76-CV-0495	Annette Hooks	Dismissed
76-CV-0496	Michael Andre Moore	Dismissed
76-CV-0513	Paul M. Koinange	Dismissed
76-CV-0519	Clydine Enoch	Denied
76-CV-0536	Robert Moore	Dismissed
76-CV-0561	Joanne Lee	Dismissed
76-CV-0568	Maria L. Echeverria	Dismissed
76-CV-0577	Gary W. Steele	Dismissed
76-CV-0581	Gary R. O'Dell	Dismissed
76-CV-0585	Charles E. Smith	Dismissed
76-CV-0653	Mae Straka	Dismissed
76-CV-0657	Algernon Caldwell	Dismissed
76-CV-0660	Antonio Ruiz	Dismissed
76-CV-0668	Ana Marcok	Dismissed
76-CV-0715	Willie Earl Gatlin	Dismissed
76-CV-0758	Willie Evans	Dismissed
76-CV-0767	Floyd S. Lewandowski	Dismissed
76-CV-0792	Sonia Kim Stamps	Dismissed
76-CV-0793	James Butler	Dismissed With Prejudice
76-CV-0805	Leonard Draper	10,000.00
76-CV-0808	Dennis V. Goult	1,398.00
76-CV-0824	Leon Siemaszkiewicz	Dismissed With Prejudice
76-CV-0865	Helen D. Woods	Dismissed With Prejudice
76-CV-0872	Gary A. Stone	Dismissed
76-CV-0877	Beverly L. Reif	2,000.00
76-CV-0899	Leroy Holley	Denied
76-CV-0934	Maggie Taylor	Dismissed
76-CV-0937	Joan Baker	Dismissed
76-CV-0942	Nathel Lauridsen	Dismissed
76-CV-0972	Michael A. Rodriguez	Dismissed With Prejudice
76-CV-0976	Irene D. White	Dismissed
76-CV-0985	David Coleman	Dismissed
76-CV-0996	Willie Y. Williams	Dismissed
76-CV-1023	Robert J. Springsteen	Dismissed
76-CV-1034	Howard Freeman	Dismissed
76-CV-1051	Miriam Rosado Rodriguez	Denied
76-CV-1068	Jerome Rice	Dismissed
76-CV-1069	Maria Silva Tapia	Dismissed
76-CV-1080	Theodore Stacks, Jr.	Dismissed
76-CV-1106	Kovla Silvestros	Dismissed
76-CV-1122	Lora Landis	Dismissed

76-CV-1127	Norma Adams	186.72
76-CV-1157	Madeline Lodestro	2,787.50
76-CV-1167	Ronald Lira	Dismissed
76-CV-1169	Vincent Schoenich	2,400.45
76-CV-1189	Makimo Luna, Sr.	Dismissed
76-CV-1201	Mary Henderson	Dismissed
76-CV-1203	Arthur Nickson	Dismissed
76-CV-1214	Geneva Sanders	10,000
76-CV-1215	Curtis Maldin	Dismissed
76-CV-1250	Lossie L. Lawson	Dismissed
76-CV-1256	Harry L. Ross	Denied
76-CV-1287	James M. Washington	1,316.00
76-CV-1293	Verona Johnson	Dismissed
76-CV-1312	Robert L. Williams	1,530.12
76-CV-1354	Esteban Puga	Dismissed
76-CV-1361	Edna McCann	1,349.25
76-CV-1385	Terry Bryant	Dismissed
76-CV-1387	Rafael Cruz	Dismissed
76-CV-1393	Katherine Collier	Dismissed
76-CV-1431	Alex Barber	2,236.20
76-CV-1447	Paul Schrap	1,980.00
76-CV-1456	Benjamin Marques	Dismissed
76-CV-1498	Newton Meeks	Dismissed
76-CV-1507	Nicie Johnson	Dismissed
76-CV-1508	Gilbert Daniel Stillwell	179.84
76-CV-1517	Arturo Ramor	1,951.19
76-CV-1530	Edna McCann	1,349.25
76-CV-1537	Angelita Sanchez	Dismissed
76-CV-1540	Walter McLaughlin	1,221.41
76-CV-1549	Carmen Y. Willman	Dismissed
76-CV-1558	Carolyn Brock	974.11
76-CV-1559	Louis Redmond, Sr.	Dismissed
76-CV-1566	J. W. Knott	Dismissed
77-CV-0006	Ernest McMillan	Denied
77-CV-0048	Joel Penman	Dismissed
77-CV-0053	Roberto Avila	Dismissed
77-CV-0058	Diane Walsh	Denied
77-CV-0068	Thomas Caro, Sr.	Denied
77-CV-0088	Alexander Brent	Dismissed
77-CV-0090	Thomas Kramer	Dismissed With Prejudice
77-cv-0093	Ana Espendez	Dismissed With Prejudice
77-CV-0096	Jerold Porter	Dismissed With Prejudice

77-CV-0107	Ben Smith	Dismissed With Prejudice
77-CV-0111	Hector Mora	Dismissed
77-CV-0114	Rachel Blair	1,111.00
77-CV-0114	Katherine Young	Denied
77-CV-0124	Aleta Spencer	Dismissed With Prejudice
77-CV-0127	Mariano Custodio	Dismissed With Prejudice
77-CV-0134	James F. Jennings	Dismissed With Prejudice
77-CV-0135	Ronald G. Mc Clennon	Dismissed With Prejudice
77-CV-0151	Aleyda Tehrani	Dismissed With Prejudice
77-CV-0161	Henrietta Carlie	2,822.73
77-CV-0172	Kenneth Bakk	Dismissed With Prejudice
77-CV-0177	Minnie Lou Jamerson	8,617.00
77-CV-0182	Blanca Cruz	Dismissed With Prejudice
77-CV-0183	Ismael Martinez	Dismissed
77-CV-0184	Naomi Glass	Denied
77-CV-0186	Carl E. Bodin	Dismissed
77-CV-0200	Anthony L. Harris	Dismissed
77-CV-0201	Martha Ruderman	Dismissed With Prejudice
77-CV-0206	Gloria Randle	Dismissed With Prejudice
77-CV-0209	Earl T. Wynn	1,300.00
77-CV-0210	Woody Williams	Dismissed
77-CV-0214	John R. Zlotnik	Dismissed With Prejudice
77-CV-0217	Stanislawa Fryzlewicz	Denied
77-CV-0228	Ollie Mae Spivey	925.00
77-CV-0244	Emelia Ortiz De Cintron	Dismissed With Prejudice
77-CV-0246	Dorothy V. Burdick	Dismissed
77-CV-0259	Maria Elena Lemus	Dismissed With Prejudice
77-CV-0268	Lillian Irby	10,000.00
77-CV-0274	Marie Williams	Denied
77-CV-0303	Daisy M. Livingston	Dismissed
77-CV-0312	Elizabeth Martin	1,836.00
77-CV-0312	Pamela Brown	Denied
77-CV-0317	Sandra J. Ross	Dismissed With Prejudice
77-CV-0331	Leonides Rivera Garcia	10,000.00
77-CV-0347	Hattie Murphy	10,000.00
77-CV-0349	Henry L. Balabanow	497.77
77-CV-0352	Elnora Sawyer	Dismissed
77-CV-0365	Gladys Vasquez	Dismissed
77-CV-0367	Geraldine Ciborowski	1,333.33
77-CV-0383	Amanda M. Bruehl	Reaffirming FY-79 award (in Volume)
	Kathy Diane Mosley	81.46

77-CV-0399	Naomi Ruth Mosley	Denied
77-CV-0403	Max Kozoil	Dismissed
77-CV-0412	Robert Thomas Casper	Dismissed
77-CV-0413	Bennie L. Payne	FY-79 Volume
77-CV-0427	Annie Mae Washington	Denied
77-cv-0444	Agustine Rodriguez	Dismissed With Prejudice
77-CV-0447	Hattie Paul	Denied
77-CV-0447	Denise Paul	2,260.00
77-CV-0449	Shirley A. Parker	Dismissed
77-CV-0452	Jerry Cevela	2,325.00
77-cv-0455	Doris Davis	7,331.50
77-CV-0456	Freddie J. Smelley	10,000.00
77-CV-0471	Mary Holcomb	1,482.00
77-CV-0497	Avery Chism	Dismissed
77-CV-0500	Cesareo Rivera	2,666.17
77-CV-0502	Lidia Herrera	Dismissed With Prejudice
77-CV-0510	Linda D. Jones	Dismissed
77-CV-0521	Nadyne L. Brom	Denied
77-CV-0525	Marlita Stevenson	Denied
77-CV-0529	Bertha Bostick	Dismissed
77-CV-0538	Mary Lott	1,870.50
77-CV-0549	Mary Ann Cavener	10,000.00
77-cv-0553	Jorge Nieves	Dismissed
77-CV-0556	Elizabeth Griffith	Denied
77-CV-0573	Luis Baez	Denied
77-CV-0581	Raymond Jackson	2,389.90
77-CV-0586	Roberta L. Monti	Dismissed
77-CV-0588	Jill A. Hawkinson	Dismissed
77-CV-0589	Jones Kelly, Jr.	Dismissed With Prejudice
77-CV-0592	Geneva Sanders	10,000.00
77-CV-0602	Edna Malone	Dismissed With Prejudice
77-CV-0603	Francisco Nevarez	1,519.87
77-CV-0607	Maria Sanchez	7,019.60
77-CV-0609	Bulah B. Pinkston	651.40
77-CV-0639	Miguel Rodriguez	Dismissed
77-cv-0653	Ivery Johnson	Dismissed
77-cv-0677	Metha M. George	1,395.00
77-CV-0682	Pedro Padilla	Dismissed
77-CV-0718	Scott Willman	Dismissed
77-CV-0747	George Thomas	Dismissed
77-CV-0753	Luis Baez	Denied
77-CV-0765	Anthony John Ciaccio	Denied

77-CV-0769	Moshe Amedy	1,200.55
77-CV-0776	Joseph McCaskey	Denied
77-CV-0780	Francis Bradley	Denied
77-CV-0781	Claudine Boyce	Dismissed
77-CV-0786	Lucille Waits	Dismissed
77-CV-0792	Willie Longmire	Dismissed
77-CV-0793	Isaac Jamison	Dismissed
77-CV-0802	Iris Serrano	Dismissed
78-CV-0001	Anna Marie Lopez	1,217.51
78-CV-0004	Pedro Sanchez	Denied
78-CV-0014	Moshe Amedy	1,200.55
78-CV-0049	Patricia Sweet	1,097.70
78-CV-0051	Gladys Marchbanks	10,000.00
78-CV-0055	Rudolfo Herrera	Dismissed
78-CV-0060	Deborah Meeks	Denied
78-CV-0064	Emil Ruf	2,836.34
78-CV-0067	Anthony L. Berrien	228.65
78-CV-0071	Robert James Taipale	Denied
78-CV-0078	Mildred McClain	Dismissed With Prejudice
78-CV-0085	Ruby Kennedy	Denied
78-CV-0093	Frank E. Cloud, Jr.	1,099.51
78-CV-0101	Ralph Watts	1,322.65
78-CV-0114	Benedicta Muniz	Denied
78-CV-0117	Willie Mae Wright	Dismissed
78-CV-0118	Leonardo Zuniga	Dismissed
78-CV-0119	Michael O'Leary	Dismissed
78-CV-0120	Charles Mitts	Dismissed
78-CV-0129	Martin Barraza	Dismissed
78-CV-0136	Anthony C. Kaunas	1,131.43
78-CV-0137	Glenn Martin	408.60
78-CV-0139	Thomas G. Borski	Denied
78-CV-0148	William Fred Harrolle	372.20
78-CV-0158	Edward Boyd	Denied
78-CV-0159	Emilie Palcowski	Dismissed
78-CV-0160	Douglas Myvett	1,029.73
78-CV-0169	Jacqueline Shauzhnessy	Dismissed
78-CV-0172	Albert Rydstrom	Dismissed With Prejudice
78-CV-0174	Sarah Scott	Dismissed With Prejudice
78-CV-0189	Antonio Gonzalez	Dismissed With Prejudice
78-CV-0190	Lancie V. Wright, Jr.	Dismissed With Prejudice
78-CV-0207	Estelle Hoy	Dismissed
78-CV-0217	Karen Kolosseus	Dismissed

78-CV-0235	Crispin J. Herron	. . .	Denied
78-CV-0237	Bobby L. McNeal	Dismissed With Prejudice	
78-CV-0247	Alan Nuccio		9,051.31
78-CV-0253	Patricia De Costa		2,880.00
78-CV-0255	Melvin Washington		2,900.00
78-CV-0264	J. B. Willis		716.56
78-CV-0269	Maurice Wickliffe		Dismissed
78-CV-0270	Carolyn Freeman	Dismissed With Prejudice	
78-CV-0285	Gloria Baltzersen		Dismissed
78-CV-0288	Anita Wallace		3,436.95
78-CV-0294	David E. Stark		Dismissed
78-CV-0308	Ruben Plasencia		Dismissed
78-CV-0313	Ola L. Walker Sykes		7,209.75
78-CV-0314	Elves D. Bakker		3,900.00
78-CV-0319	Howard Woehrle		Dismissed
78-CV-0321	Delores M. Koch		6,000.00
78-CV-03%	James S. Thomas, Jr.		5,401.69
78-CV-0328	Frances Lynch		1,673.00
78-CV-0332	Gregory Parker		8,397.12
78-CV-0333	Lois Malone		Denied
78-CV-0339	Philip Anderson		Denied
78-CV-0341	Brian Trimborn		Dismissed
78-CV-0354	Henry Harris, Jr.		3,148.00
78-CV-0364	Claude Thomas		5,909.50
78-CV-0368	Sylvia E. Westphal		1,255.95
78-CV-0379	Minnie Duwe		3,558.63
78-CV-0384	Willie E. White		Dismissed
78-CV-0387	Lois A. Knight		Denied
78-CV-0391	Thenther Lawrence		Dismissed
78-CV-0396	Carolyn Ashbaugh		Dismissed
78-CV-0397	Ernesto Meraz		910.50
78-CV-0406	Terry Lee Pendleton		Dismissed
78-CV-0419	Minnie Lee Green		10,000.00
78-CV-0424	Inez H. Arden		Dismissed
78-CV-0427	Helmut Milkus		Dismissed
78-CV-0437	Annie Mae Washington		Denied
78-CV-0440	James Brandenburg		Denied
78-CV-0444	Alice Wainwright		Dismissed
78-CV-0468	Joan D. Howard		Denied
78-CV-0473	Eugene William Korn		Denied
78-CV-0482	William Hart		Denied
78-CV-0491	Eliceo Pompa		Denied

78-CV-0492	Carmelo Jurado	Dismissed
78-CV-0495	Suzanne Neiber Smolnik	8,527.30
78-CV-0497	Manuel L. Colon	919.20
78-CV-0498	Willie Moore	2,000.00
78-CV-0506	Jack N. Ballew	2,000.00
78-CV-0519	Lonnie Jo Walsh	308.65
78-CV-0523	Willie J. Riley	Dismissed
78-CV-0527	Albert Jemes	1,391.44
78-CV-0541	Don Azem	2,964.00
78-CV-0551	Ruben Avila	Denied
78-CV-0553	Nellie Rodgers	Denied
78-CV-0556	Leonard C. Uchwat	Denied
78-CV-0562	Enrique Rivera	511.72
78-CV-0565	Carole Alier	Denied
78-CV-0569	Willis Randolph	Denied
78-CV-0570	Edward H. Moore	Dismissed
78-CV-0577	Franciszek Mieczkowski	Denied
78-CV-0586	Terry L. Kolthoff	8,272.79
78-CV-0597	Stefan Rudiak	Dismissed
78-CV-0602	Nathaniel L. Gaines	Dismissed
78-CV-0603	James Mellos	1,788.24
78-CV-0609	Brian Egan	780.96
78-CV-0612	John J. O'Connell	Denied
78-CV-0614	Barbara Little	10,000.00
78-CV-0617	William Gass	Denied
78-CV-0627	Aline Davis	205.28
78-CV-0631	Joey V. Adams	Dismissed
78-CV-0634	McKinley Johnson	820.65
78-CV-0635	Dorice Carthans	Dismissed
78-CV-0636	Donald Jahnke, Jr.	Dismissed
78-CV-0641	William Cheshier	2,000.00
78-CV-0643	Elaine Warren	Dismissed
78-CV-0648	Kenneth L. Miller	636.11
78-CV-0651	Albert C. Ellenburg	Dismissed
78-CV-0652	Willie C. Brooks	1,176.88
78-CV-0653	Cashmir Blachut	Dismissed
78-CV-0654	Donald Eilering	8,310.72
78-CV-0668	Phyllis Branson	40.00
78-CV-0669	William B. Petty, Jr.	Denied
78-CV-0677	Bonnie Lilly	Dismissed
78-CV-0680	Valentina Neskoroscheny	Dismissed
78-CV-0696	Juanita Campbell	1,055.00

78-CV-0701	William D. Hilty	Dismissed
78-CV-0708	Mario Martinez	Denied
78-CV-0713	Arnold Reid	1,041.65
78-CV-0720	John Alexander	3,958.25
78-CV-0729	Michael L. Joseph	Dismissed
78-CV-0733	Faye Y. Murry	Denied
78-CV-0757	James Harris	1,215.00
78-CV-0766	Theodore Machan	Dismissed
78-CV-0773	Nina Neskoroscheny	Dismissed
78-CV-0776	James E. Pollard	4,944.29
78-CV-0782	George Avgerinos	1,342.10
78-CV-0789	Barbara Holmes	10,000.00
79-CV-0008	Mary Davis	2,800.00
79-CV-0013	Charles Maxey	Dismissed
79-CV-0017	Scarlett Pasztor	Denied
79-CV-0021	Rose Krizay	3,296.99
79-CV-0030	Frederick Perry	5,793.03
79-cv-0037	Evelyn Coleman	Dismissed
79-CV-0042	Reed A. Withers	Denied
79-CV-0044	Darlene Crawley	Denied
79-CV-0048	Milton Tally	Denied
79-CV-0050	Gerda P. Beck	2,000.00
79-CV-0052	Hannibal Abdullah	Denied
79-CV-0056	Lillian Wachtel	10,000.00
79-cv-0057	Clarence Davenport	411.14
79-CV-0064	Socorro Pedroza	147.37
79-CV-0065	Jeffery Kincaid	656.85
79-CV-0069	Betty J. Caddele	Denied
79-cv-0073	Josephine Drage	709.95
79-cv-0074	Francis Hopkinson	2,000.00
79-CV-0075	Simplicio Lucena	841.76
79-CV-0077	Gary Kryt	Denied
79-CV-0078	Richard Egan	2,656.00
79-CV-0081	Alexander Lee Moore, Jr.	10,000.00
79-CV-0083	Celia M. Magee	1,836.90
79-CV-0086	Harry D. Macy	2,000.00
79-CV-0091	Hilde Bardak	Denied
79-CV-0093	Armentha Qualls	2,000.00
79-CV-0095	Felton Bridewater	943.00
79-CV-0097	Mamie Gavin	Denied
79-CV-0104	Kynard McKay Buford	281.38
79-CV-0114	Lena Melnyk	Dismissed

79-CV-0127	Lillian Wachtel	10,000.00
79-CV-0129	Willard Ivy	3,409.30
79-CV-0137	Mildred A. McClain	2,000.00
79-CV-0139	Marie Etheridge	1,280.00
79-CV-0154	Martha Miles	744.99
79-CV-0157	James W. Farrell	2,048.35
79-CV-0158	Sokol Mustafa	2,000.00
79-CV-0159	Bessie Cook	1,169.15
79-CV-0161	Earl Turner	508.35
79-CV-0168	Kathleen Wallis	1,007.50
79-CV-0172	Arthur C. Ybarra	Denied
79-CV-0173	Benjamin Vargas	Denied
79-CV-0182	Edelmiro A. Cavazos	Dismissed
79-CV-0187	Woodrow Waller	1,493.42
79-CV-0190	Melvin Streeter	Denied
79-CV-0192	Tommie Hatchett	1,002.25
79-CV-0197	Ernesto Torres	Dismissed
79-CV-0208	Gloria B. Gardner	2,000.00
79-CV-0213	Gregory Thomas	3,977.61
79-CV-0215	Dolores M. Lawrence	1,340.00
79-CV-0216	Henry R. Ryals, Jr.	10,000.00
79-CV-0217	Christopher Mihas	3,913.65
79-CV-0220	Eddie Brooks	Denied
79-CV-0224	Emma Warren	824.18
79-CV-0236	Deo M. Masakilija	Denied
79-CV-0239	Ambrose Mason	Denied
79-CV-0244	Dorothy Gunn	1,299.00
79-CV-0247	Lawrence De Luca	Dismissed
79-CV-0261	Jesse Anthony Mucino	Dismissed
79-CV-0265	John M. Connell	Dismissed
79-CV-0273	Leo Romero	Dismissed
79-CV-0275	Miguel Angel Trinidad	Dismissed
79-CV-0280	J. B. Willis	6,451.99
79-CV-0284	Rose Griffith	Denied
79-CV-0285	Jorge Ferniza	266.45
79-CV-0288	Anner Ruth Nunn	Denied
79-CV-0289	Robert E. Stewart	10,000.00
79-CV-0294	Irma Mota	2,000.00
79-CV-0298	Robert J. Donahue	Denied
79-CV-0304	Arthur C. Ybarra	Dismissed
79-CV-0317	Nathan Friedman	5,900.00
79-CV-0325	Leon Quinn Allen	Dismissed

79-CV-0327	Angela M. Walls	Denied
79-CV-0329	Ollie Davis	2,000.00
79-CV-0330	Robert W. Farris	Denied
79-CV-0337	Melvin Streeter	Denied
79-CV-0346	David K. Kissel	Dismissed
79-CV-0348	Marcelino Heredia	4,829.57
79-CV-0350	Clemente Garcia	1,409.09
79-CV-0351	W. Ray Keefer	1,280.11
79-CV-0352	Arnell Willis	1,355.00
79-CV-0359	Virginia Lampton	10,000.00
79-CV-0362	Luis Cruz	Denied
79-CV-0367	Radha S. Nair	187.59
79-CV-0370	Lena Garlington	Denied
79-CV-0371	Imogene Bosak	10,000.00
79-CV-0375	Velma Kuhn	10,000.00
79-CV-0377	Edward Salzinger	2,276.58
79-CV-0382	Robert Huie	1,014.49
79-CV-0390	Epifanio Saucedo	1,480.13
79-CV-0395	Allen Hopper	Dismissed
79-CV-0399	Naomi Miller	Denied
79-CV-0400	Robert Young	Dismissed
79-CV-0401	Rafaela Velez Oquendo	7,280.00
79-CV-0401	Felicita Oquendo	2,000.00
79-CV-0401	Antonio Oquendo	720.00
79-CV-0402	Lucille Nutall	1,770.00
79-CV-0403	Lucille Nutall	1,705.00
79-CV-0405	Robert Phillips	10,000.00
79-CV-0407	Virginia Lampton	6,250.00
79-CV-0407	Donald Lampton	3,750.00
79-CV-0409	Brett M. Restivo	1,280.59
79-CV-0414	Edythe Ellis	1,095.87
79-CV-0420	Johnny C. Walls	Dismissed
80-cv-0001	Darryl R. King	277.80
80-CV-0014	Roger Pulak	10,000.00
80-CV-0015	William Watson	2,270.09
80-CV-0018	George Rusanoff	4,326.53
80-CV-0019	Helen Steimel	1,410.81
80-CV-0021	Sinclair Greenwell	1,072.40
80-CV-0024	Lou Jean Thompson	1,317.25
80-CV-0025	Bonita K. Epstein	Dismissed
80-CV-0026	Raymonde Kolesnik	60.00
80-CV-0031	Connie Weatherspoon	517.36

80-CV-0037	Joy A. Haussmann	10,000.00
80-CV-0040	Art Johnson	Denied
80-CV-0042	Ignacio Guerrero	3,182.46
80-CV-0044	Michelle Aguirre	1,148.00
80-CV-0046	James Crangle, Jr.	10,000.00
80-CV-0047	Irving W. Reed	2,000.00
80-CV-0049	Sammie L. Dudley	242.64
80-CV-0056	Ida Myles	10,000.00
80-CV-0060	Haydee Pagan	2,880.00
80-CV-0063	Elvira Guzman	5,780.00
80-CV-0063	Rafael Guzman	2,000.00
80-CV-0063	Olivia Guzman	2,240.00
80-CV-0070	Walter Moore, Jr.	Denied
80-CV-0074	Rosie L. Ziemkiewicz	Denied
80-CV-0076	Fred W. Cooley	2,880.00
80-CV-0079	Marcella A. Heath	10,000.00
80-CV-0081	Thomas Rainey	255.89
80-CV-0082	Mary E. Horton	830.00
80-CV-0087	Donald A. Jahnke	Dismissed
80-CV-0088	John Richardson, Jr.	Denied
80-CV-0090	Raul Quintero Ayala	378.14
80-CV-0092	Frank W. Landingin	1,146.42
80-CV-0092	Dorothy Landingin	24.48
80-CV-0098	Virginia Durbin	1,225.83
80-CV-0101	Marilyn Bentley	Denied
80-CV-0105	Raymonde A. Kolesnik	60.00
80-CV-0106	Arlene Fields	2,000.00
80-CV-0111	Nancy Ann Sheehan	4,024.17
80-CV-0116	Ronald E. Moers	8,058.22
80-CV-0121	Ida Warshawsky	3,809.15
80-CV-0122	Antonio Delgado	1,300.00
80-CV-0123	Arbie Ray Cavanah, Sr.	379.74
80-cv-0124	Jeanne Burton	2,000.00
80-CV-0131	George Kondourajian	2,558.40
80-CV-0134	Frederick Paulson	Denied
80-CV-0135	Anthony Tiller	Dismissed
80-CV-0136	Eugene Hobbs	2,491.95
80-CV-0137	Ralph Locker	2,750.96
80-CV-0141	Geraldine Robins	3,161.53
80-CV-0144	James Davis	490.51
80-CV-0145	Rufus Johnson	777.35
80-CV-0159	Anne T. Hicks Knauff	10,000.00

80-CV-0162	Helen Stoltz	4,673.12
80-CV-0163	Gerard B. Tobin	1,969.79
80-CV-0164	Nancy Hughes	10,000.00
80-CV-0169	Robert Jones	3,195.25
80-CV-0172	John Hall	2,159.72
80-CV-0175	John McCormick	354.36
80-CV-0176	Fred Lewis	10,000.00
80-CV-0179	Sylvia Lee	2,000.00
80-CV-0181	Sophie Martin	Denied
80-CV-0182	Vester McElroy	730.00
80-CV-0185	Alfonso Guerrero	Denied
80-CV-0188	Vincent Alexander	3,449.14
80-CV-0191	Jesus Martinez	Denied
80-CV-0192	Jesus Martinez	Denied
80-CV-0193	Jesus Martinez	Denied
80-CV-0194	Milivoje Kalanovic	2,000.00
80-CV-0197	Calvin Seymour	1,060.59
80-CV-0197	Findel Seymour	301.00
80-CV-0205	Christal Hurt	2,000.00
80-CV-0207	Edwin L. Martin	1,544.60
80-CV-0209	Sharon Smith	266.86
80-CV-0210	Miguel Del Real	77.96
80-CV-0211	Dimple Brewer	Denied
80-CV-0213	John E. Hubbs	Dismissed
80-CV-0214	Thomas L. Neal	3,038.04
80-CV-0221	Virginia Hastik	2,000.00
80-CV-0222	Thelma Hankton	1,587.00
80-CV-0223	Harry Genous	Denied
80-cv-0224	John Daniels	Denied
80-CV-0225	Clara Castino	64.79
80-CV-0229	Joe Lewis Tate	Denied
80-CV-0229	Bernice Edwards	9,200.00
80-CV-0229	Mary Tate	2,000.00
80-CV-0229	Calub Tate	600.00
80-CV-0230	Joe Lewis Tate	Denied
80-CV-0231	L. E. Thurmond	Denied
80-CV-0232	L. E. Thurmond	Denied
80-CV-0233	Gerald Miller	1,039.45
80-CV-0237	Michael Henry Peterson	Denied
80-CV-0240	Nathaniel Phillips	1,290.97
80-CV-0241	Alice Hinkle	1,432.81
80-CV-0242	James Rowell	Denied

80-CV-0247	Gerald Talerico	637.55
80-CV-0251	Nancy D. Casey	1,766.20
80-CV-0251	Thomas J. Casey	32.26
80-CV-0251	June Michaels	201.60
80-CV-0256	Francisco Tijerina, Jr.	2,915.39
80-CV-0258	Domingo Ruiz	4,186.46
80-CV-0259	Kathleen McGehee	466.68
80-CV-0260	Lillian Brandon	10,000.00
80-CV-0263	Ihn-Kang Kim	10,000.00
80-CV-0264	Ihn-Kang Kim	10,000.00
80-CV-0265	Larry Kaczmarek	542.23
80-CV-0266	James Johnson	135.20
80-CV-0267	James Singleton	257.39
80-CV-0270	Betty Salters	10,000.00
80-CV-0271	Chester Hodge	1,035.00
80-CV-0276	Ernest Williams	10,000.00
80-CV-0277	Charles L. Fisher	Denied
80-CV-0278	Elizabeth Jenkins	1,876.00
80-CV-0282	Lindburg Epps	1,889.45
80-CV-0285	Emmanuel Flambouras	Denied
80-CV-0295	Jesus S. Estrada	10,000.00
80-CV-0297	Ophelia Torres	895.32
80-CV-0304	Maria Nance	665.50
80-CV-0306	Ray K. Hall	Denied
80-CV-0307	Ellen M. Hawkins	768.26
80-CV-0308	Christean McCray	Dismissed
80-CV-0314	Emory Gambill	1,845.00
80-CV-0315	Minnie L. Hudson	205.00
80-CV-0316	Albert C. Schaff, Jr.	947.27
80-CV-0319	Christopher A. Harmon	971.88
80-CV-0320	William M. Keenan	Denied
80-CV-0322	Barbara Gusewelle	10,000.00
80-CV-0323	Joseph McVay	Denied
80-CV-0324	Bessie Arrington	Denied
80-CV-0326	Christine V. Brown	215.25
80-CV-0329	Nettie Mewes	10,000.00
80-CV-0330	Jerry Johnson	3,479.15
80-CV-0332	Raul C. Molina	10,000.00
80-CV-0335	Edward E. Hajost	1,620.90
80-CV-0339	Eladio Perez	358.62
80-CV-0340	Walter Rajca	Denied

80-CV-0341	Frank Byrd, Jr.	1,894.00
80-CV-0343	Donald Norris	3,351.27
80-CV-0346	Lorraine Saffrahn	170.87
80-CV-0348	Shirley Seaton	2,439.80
80-CV-0350	Jozsef Cser	10,880.00
80-CV-0351	Earle G. Labadie	965.62
80-CV-0356	George W. Kemp	3,391.44
80-CV-0363	Sarah N. Thomas	809.60
80-CV-0365	L. C. Taylor	Denied
80-CV-0366	Danny Lester	8,516.00
80-CV-0366	Edith Batson	200.00
80-CV-0367	Vance Davis	Denied
80-CV-0369	Todd Glover	Denied
80-CV-0370	Margaret Ryan	Dismissed
80-CV-0377	Sister Eileen Marie Brost	1,504.60
80-CV-0378	Antonio Escobedo	575.64
80-CV-0378	Alfredo Escobedo	347.99
80-CV-0379	Lovella Dosie	Denied
80-CV-0382	Ruzica Djordjevic	2,005.69
80-CV-0384	Grace Alvarez	2,000.00
80-CV-0386	Rose M. Hedko	454.00
80-CV-0388	Ewald Peitsch	39.88
80-CV-0392	Rufus James	Denied
80-CV-0393	Laura Rubin	7,474.28
80-CV-0396	Thomas R. Watt	Denied
80-CV-0399	Rowena Fitz-Gerald	2,689.00
80-CV-0400	Rowena Fitz-Gerald	85.00
80-CV-0407	Richard Kingos	327.45
80-CV-0410	Michael T. O'Leary	Denied
80-CV-0411	Sherri Freiberg	8,000.00
80-CV-0411	Harry Beckford	2,000.00
80-CV-0415	Michael Ken Sherman	Denied
80-CV-0416	Joseph Nau	5,309.86
80-CV-0417	Mary L. Jewell	15,000.00
80-CV-0419	Loretta Robinson	134.75
80-CV-0424	Vera L. Richardson	Denied
80-CV-0426	Frances Jones	1,567.00
80-CV-0427	John W. Schooley	2,134.96
80-CV-0428	Mark A. Tews	151.84
80-CV-0433	Catherine Drake	2,000.00
80-CV-0434	Nina L. Simmons	10,000.00
80-CV-0437	Samuel Carter	892.00

80-CV-0438	Justine Ivory	1,008.95
80-CV-0441	Linda Barboza	10,000.00
80-CV-0443	Mary Brewer Miller	Dismissed
80-CV-0444	Ida Allen	1,576.00
80-CV-0445	Frances Diver	333.04
80-CV-0447	Eduardo Lara	2,038.25
80-CV-0448	Rosa Miller	1,374.85
80-CV-0449	Irene B. Cork	Dismissed
80-CV-0451	John L. McDaniel	3,826.44
80-CV-0452	Nancy Engel	9,758.86
80-CV-0453	Annette Summerville	10,000.00
80-CV-0454	Anna Lebert	3,267.41
80-CV-0455	Farid Hason	Denied
80-CV-0456	Christine Y. Hunter	146.80
80-CV-0461	Maggie Gray	Dismissed
80-CV-0465	Jane Desmont	2,000.00
80-CV-0468	Louis H. Rubin	503.20
80-CV-0469	Joann Piotter	1,153.75
80-CV-0471	Madglene Laurence	Denied
80-CV-0472	Pearl Ross	Denied
80-CV-0474	Charles Herman Emmons	Denied
80-CV-0475	Karen Canzoneri	170.94
80-CV-0477	Mable King	1,158.00
80-CV-0479	Arthur Hicks	Dismissed
80-CV-0480	Christine Reed	2,000.00
80-CV-0481	J. C. Howard	Denied
80-CV-0484	Erna Brucki	104.53
80-CV-0485	Erna Brucki	2,000.00
80-CV-0486	Michael A. Johnson	662.50
80-CV-0489	Caryl Terrell	1,000.00
80-CV-0489	Frank E. Wade	1,000.00
80-cv-0492	Likita Gillon-Rivers	1,851.90
80-CV-0495	Michael K. Riordan	1,896.63
80-CV-0496	William Hood	Denied
80-CV-0497	Helen Grabow	2,078.56
80-CV-0498	Richard Valentino	Denied
80-CV-0501	Jerre Moreland	1,763.55
80-CV-0508	Ethel Connor	Denied
80-CV-0509	John L. Spalding	608.32
80-CV-0510	Matthew D. Bradzey	Denied
80-CV-0511	Donna Boboch	Denied
80-CV-0511	Stella Przeplata	1,249.26

80-CV-0514	Thomas Bowler	2,021.00
80-CV-0516	Darrell M. Williams	2,780.00
80-CV-0520	Leonard Beare, Jr.	6,625.49
80-CV-0521	Mary Beare	Denied
80-CV-0522	James W. Dixon	10,000.00
80-CV-0524	Angela Ross	Denied
80-CV-0526	Evoria Sims	1,797.00
80-CV-0527	Evoria Sims	Denied
80-CV-0528	Rosemary Sugent Fox	371.25
80-CV-0529	David Martenez	4,536.79
80-CV-0530	Frank Liekis	807.63
80-CV-0531	Mildred Devorkin	2,221.87
80-CV-0533	Floyd Buckner	Denied
80-CV-0535	Flora Smith	1,750.00
80-CV-0537	Louistean Dangerfield	10,000.00
80-CV-0539	Bruno Pilniak	Denied
80-CV-0541	Mary Johnson	1,653.00
80-CV-0543	Marie Sodmann	Denied
80-CV-0545	Percy R. Martin	2,000.00
80-CV-0546	Gregorio Garcia	Denied
80-CV-0547	Cesario Zartuche	3,373.89
80-CV-0549	Sharon Merneigh	Denied
80-CV-0550	Geraldine Miller	10,000.00
80-CV-0551	Oswald Mayers	Denied
80-CV-0554	Josephine Chalmers	Dismissed
80-CV-0555	Karl Simmons	968.80
80-CV-0556	Kazimiera Zych	2,000.00
80-CV-0559	Eileen Shawne Duck	886.80
80-CV-0560	James P. Chira, Sr.	10,000.00
80-CV-0562	Ruby E. Marion	Denied
80-CV-0563	Emily Peishler	262.21
80-CV-0564	Irene Brooks	Denied
80-CV-0565	James G. Rowell	Denied
80-CV-0567	Clint McClain	1,255.00
80-CV-0568	Nancy Dawn Burk	Denied
80-CV-0570	Jasper Selvaggio	2,000.00
80-CV-0571	Daniel P. McGovern	2,995.90
80-CV-0572	Rufus Johnson	Dismissed
80-CV-0574	Chester Hodge	Dismissed
80-CV-0575	Calvin A. Bell	7,497.70
80-CV-0576	Ada Tolson	834.05
80-CV-0578	George H. Jennette	154.83

80-CV-0579	Leah Ruda	1,296.95
80-CV-0580	Glen Oliver	15,000.00
80-CV-0581	Barry Jones	Denied
80-CV-0582	Laveeda Gardner	2,000.00
80-CV-0584	Mary Kowal	Denied
80-CV-0585	Rachel A. Brooks	2,000.00
80-CV-0588	William J. Carlson	1,544.75
80-CV-0592	Bernard Simunich	1,132.46
80-CV-0593	Marcella Taylor	Dismissed
80-CV-0596	Irene E. Lawton	1,918.90
80-CV-0597	Mark Keegan	1,591.00
80-CV-0601	Jack L. Thompson	2,000.00
80-CV-0602	Norma Elliott	2,000.00
80-CV-0603	Clay B. Maxwell	1,117.36
80-CV-0605	Velma Louise Upshaw	2,000.00
80-CV-0611	Florence Ardell	15,000.00
80-CV-0612	Edith W. Benjamin	605.98
80-CV-0615	Mae Emma Cole	1,780.00
80-CV-0617	Josephine Cox	2,000.00
80-CV-0620	Sandra Echols	578.30
80-CV-0621	David R. Franklin	Denied
80-CV-0622	Henry Frederick	403.25
80-CV-0624	Paul D. Gavin	2,000.00
80-CV-0625	Ida Orlov	1,699.25
80-CV-0627	Miguel Angel Hernandez	Denied
80-CV-0629	Patricia F. Jones	2,211.00
80-CV-0631	Bordie A. Ketron	Denied
80-CV-0633	Edward R. Lopez	1,902.28
80-CV-0634	Lawrence Moriello	1,724.76
80-CV-0636	Nettie Page	Denied
80-CV-0637	Minnie Peterson	1,051.50
80-CV-0638	Ilse Prela	2,048.68
80-CV-0639	Bernie S. Bradford	Denied
80-CV-0642	Mae Schmidt	301.50
80-CV-0644	Betty J. Shepard	758.00
80-CV-0645	Harriet L. Steinberg	23.45
80-CV-0646	Lewis B. Stewart	243.50
80-CV-0647	Katie Thinelk	15,000.00
80-CV-0648	Mark Sugai	Dismissed
80-CV-0649	Leroy Swanson	19.63
80-CV-0655	Geraldine Walls	14,924.64
80-CV-0656	Allen C. Woodards	1,386.00

80-CV-0657	Eleanor Zimmer	791.70
80-CV-0661	Flossie Murphy	1,000.00
80-CV-0662	Joyce C. Vice	10,000.00
80-CV-0663	Dale B. Johnson	2,000.00
80-CV-0665	Shawn Marshall	1,638.94
80-CV-0667	Donald John Stenson, Jr.	62.95
80-CV-0668	Michael Walton	Denied
80-CV-0669	Burney Bailey	968.19
80-CV-0671	Sarah Naughton	2,000.00
80-CV-0672	Edgar L. Edwards	771.42
80-CV-0673	Jeremiah Jordan	Denied
80-CV-0675	Fred Moore, Jr.	2,539.09
80-CV-0676	Eva Ramirez	10,000.00
80-CV-0677	Alma Siems	776.00
80-CV-0678	Annie Pearl Smith	Denied
80-CV-0679	Juanita Upshaw	9,224.00
80-CV-0679	Ruby Upshaw	776.00
80-CV-0682	Chapman J. Atkinson	1,489.49
80-CV-0685	Linda F. Bradford	Denied
80-CV-0687	Michael Collins	Denied
80-CV-0689	Mable Debaun	1,187.83
80-cv-0690	Andrzej Dulba	912.25
80-CV-0691	Joseph A. Garrett	667.00
80-CV-0695	George Hoffelt	5,516.45
80-CV-0697	Mrs. Martin Karant	550.00
80-CV-0698	Bernice Lee	2,000.00
80-CV-0699	John James Mitchell	2,646.43
80-CV-0700	Walter W. Muhammad	922.69
80-CV-0701	Andrew O'Quinn	Dismissed
80-CV-0706	Icola Saunders	1,756.90
80-CV-0708	Andrew Taylor	566.79
80-CV-0709	Tommy Thomas	731.10
80-CV-0710	Catherine Vosseller	1,864.75
80-CV-0713	Oscar Valentin, Sr.	Denied
80-CV-0714	Elizabeth G. Masterton	Denied
80-CV-0715	Judith C. Johnson	431.81
80-CV-0717	Van C. Kalogerov	815.80
80-CV-0718	Stanley Russell Mulkey	610.25
80-CV-0720	Pamela S. Cash	10,000.00
80-CV-0723	Thomas R. Stripeik	156.73
80-CV-0724	Willie J. Scott	7,624.75
80-CV-0725	Vincent Messina	2,000.00

80-CV-0728	Winnora G. Koch	3,200.00
80-CV-0729	Willa Hudson	1,300.00
80-CV-0730	Willa Hudson	215.30
80-CV-0731	Willa Hudson	452.60
80-CV-0732	Shirley A. Glickman	15,000.00
80-CV-0733	Willa Hudson	220.30
80-CV-0734	Andrew Serpico	10,000.00
80-CV-0736	Patricia A. Boots	2,000.00
80-CV-0737	William Morris	1,590.50
80-CV-0740	Mary Ann Cihak	2,000.00
80-CV-0741	Willis Alexander, Jr.	Denied
80-CV-0742	Johnnie Applewhite	3,380.12
80-CV-0743	Elroy R. Aleman	1,466.50
80-CV-0744	Edwin L. Austin	1,453.80
80-CV-0750	Paulette Currie	1,256.00
80-CV-0752	Leola Dillon	Denied
80-CV-0753	Raymond Dreczynski	2,384.00
80-CV-0754	Joseph M. Fulco	2,000.00
80-CV-0755	Steve Gawlinski, Jr.	Denied
80-CV-0756	Sophia M. Gray	53.00
80-CV-0756	James Lambur, M.D.	184.80
80-CV-0757	Patrick Houlihan	282.35
80-CV-0758	Ernice Blackshire Howard	972.00
80-CV-0762	William J. Matthews	356.81
80-CV-0763	Harvey Smee	Denied
80-CV-0764	Emma L. Smith	1,200.00
80-CV-0766	Adrion Stidham	2,000.00
80-CV-0767	Joyce Tardio	2,000.00
80-CV-0768	Adele Washington	1,819.00
80-CV-0772	Charles Parks	1,241.73*
80-CV-0776	Albert Mazzara	2,000.00
80-CV-0777	Marie Todorich	1,639.00
80-CV-0778	Myrtle N. Reffett	1,616.25
80-CV-0779	Raymond Doran	991.45
80-CV-0780	Marie Franta	Denied
80-CV-0781	Eileen M. Luxenberg	2,000.00
80-CV-0782	Diane Harris	1,431.00
80-CV-0783	Tom Chlumechy	324.97
80-CV-0784	Macrea M. Coleman	952.05
80-CV-0785	Lawrence A. Dodds	796.25
80-CV-0789	Dorothy Kelly	2,000.00
80-CV-0790	Charles E. King, Jr.	1,281.98

80-CV-0792	Grace Lopez	830.00
80-CV-0793	Eddie McIntyre	618.24
80-CV-0794	Theodore McIntyre	205.63
80-CV-0795	Guadalupes Morales	234.04
80-CV-0797	Rosie Mae Slater	2,000.00
80-CV-0799	Shirley Roper	2,000.00
80-CV-0801	Kenneth G. Binns	10,000.00
80-CV-0804	Paul Pylypiw	7,063.65
80-CV-0805	Rosetta Thirston	528.00
80-CV-0807	Theodore C. Zyla	796.00
80-CV-0809	Shirley Stein	2,000.00
80-CV-0812	George Bode	Denied
80-CV-0813	Gregory J. Bonotto	259.00
80-CV-0814	Edward Boruta	361.00
80-CV-0817	Roger D. Fultz	Dismissed
80-CV-0818	Raymond Hernandez	187.63
80-CV-0820	Gayle Krumke	Denied
80-CV-0823	Edward G. Olczak	4,255.00
80-CV-0825	Gary Allen Ruehle	1,459.12
80-CV-0826	Vernice Suddith	2,000.00
80-CV-0827	Alvina Swartz	15,000.00
80-CV-0829	Allen Fitzpatrick	Denied
80-CV-0831	Amos L. Lindsey	6113.65
80-CV-0832	Walter W. Lotz	660.08
80-CV-0833	Albert Bryant	Dismissed
80-CV-0835	Gary Dukes	1,711.18
80-CV-0836	Charlotte Thomas Woody	4,595.49
80-CV-0838	Donald L. Abbott, Jr.	Denied
80-CV-0840	Charles McGee	145.00
80-CV-0843	Suzanne Morgan	Denied
81-CV-0001	William Moore	Dismissed
81-CV-0003	Herman E. Dahl	2,250.58
81-CV-0005	Robert Ferree	2,000.00
81-CV-0006	Dorothea Flint	1,497.18
81-CV-0008	Helen Gable	1,171.51
81-CV-0009	Willie Green	1,495.00
81-CV-0011	Bernard J. Kiley	2,000.00
81-CV-0016	Helen Preikschat	201.00
81-CV-0017	George Quinn	2,000.00
81-CV-0018	James P. Riordan	2,000.00
81-CV-0019	Francis J. Stack	911.25
81-CV-0020	Lucia A. Torres	962.80

81-CV-0022	Betty A. Harmon	4,718.57
81-CV-0026	Rosario Rangel Mentado	Denied
81-CV-0028	John Folie	248.00
81-CV-0029	Rudolph Arias	2,000.00
81-CV-0031	Nikolas Dimaras	120.62
81-CV-0034	Pamela K. Stromback Horkovy	537.00
81-CV-0039	Guadalupe Munoz	Denied
81-CV-0041	Marta C. Nomitch	1,205.14
81-CV-0042	Marie Nosko	2,000.00
81-CV-0044	Ferne Ringler	1,753.69
81-CV-0048	Diane E. Walker	Denied
81-CV-0050	Marko Butkovich	2,000.00
81-CV-0051	Charles Ampadu	747.55
81-CV-0052	Johnnie Mae Burks	1,222.74
81-CV-0053	Grace Riley Cole	Denied
81-CV-0054	Victor Dembicki	Denied
81-CV-0058	Tammy Diana Jay	943.89
81-CV-0059	John Lamson	Denied
81-CV-0060	James T. McCracken	2,747.66
81-CV-0063	Joyce Robbins	2,000.00
81-CV-0067	Louis Smith	10,000.00
81-CV-0068	Ronald J. Weir	1,252.09
81-CV-0069	Ora Mae Burt	Denied
81-CV-0072	Karen McIntyre	1,248.50
81-CV-0075	Annetta L. Joseph	2,298.64
81-CV-0076	Howard G. Kass	1,190.10
81-CV-0079	Gloria C. Owens	2,274.03
81-CV-0080	Walter J. Peightal	641.00
81-CV-0083	Donald Smith	123.60
81-CV-0084	Phyllis Spaulding	565.00
81-CV-0085	Leslie Strull	2,000.00
81-CV-0086	Carol J. Williams	9,442.46
81-CV-0086	Robin Williams	557.54
81-CV-0087	Suzanne Morgan	Dismissed
81-CV-0088	Robert D. Rahm	10,980.99
81-CV-0089	Kurtis B. Smith	Dismissed
81-CV-0091	Bernadine Riffey	2,364.33
81-CV-0092	Rex Battles	2,000.00
81-CV-0094	Joseph Andrew Etchison	6,421.64
81-CV-0096	Ann Flack	165.80
81-CV-0098	Lorenzo Jackson	366.00
81-CV-0100	John Petrey	2,000.00

81-CV-0101	Walter V. Prestel	Denied
81-CV-0102	Edgar Ray Robinson	Denied
81-CV-0105	Muriel A. Smith	774.83
81-CV-0106	Doris Timberlake	Denied
81-CV-0109	Willie Atkins	Denied
81-CV-0114	Beatrice Younger	1,579.44
81-CV-0116	Viola Mae Thomas	4,691.95
81-CV-0119	Jeannette M. Betlinski	4,694.37
81-CV-0120	Nancy Ciriacks	Denied
81-CV-0121	Charles Covington	Denied
81-CV-0122	Ronald M. Graf	15,000.00
81-CV-0123	Juanita Harding	9,179.22
81-CV-0126	Marcus Ross	1,610.33
81-CV-0128	Ronald C. Smith	97.57
81-CV-0134	Joe Allen, Jr.	300.00
81-CV-0135	Ramon Arroyo	Denied
81-CV-0136	Thomas F. Barrow	2,000.00
81-CV-0140	Dolores J. Griffin	Denied
81-CV-0141	Terrell B. Holmes	1,581.07
81-CV-0142	Thomas A. Jackson	2,109.50
81-CV-0143	Richard Kane	2,000.00
81-CV-0146	Sadie M. Moon	1,626.00
81-CV-0149	Ronald Lee Warner	499.27
81-CV-0151	James E. Tull, Sr.	238.91
81-CV-0152	Alice Jeanne Schwabe	Dismissed
81-CV-0155	Albert Stapleton	1,798.54
81-CV-0156	Charles Barr	2,000.00
81-CV-0157	Lawrence Bassett	1,940.00
81-CV-0159	Dennis Charles Burke	826.88
81-CV-0160	Richard L. Clay, Jr.	Denied
81-CV-0161	Vincent J. Daniel	Denied
81-CV-0162	Albert Folak	2,800.00
81-CV-0164	Salvador Gutierrez	2,909.19
81-CV-0166	Diana Ann Hagerstrom	891.70
81-CV-0168	John S. Lovette	700.00
81-CV-0171	Bernard McGlone	2,000.00
81-CV-0173	Charles H. Miller	1,260.20
81-CV-0176	Eleanor J. O'Neil	10,800.00
81-CV-0183	Allen B. Hyett	5,386.74
81-CV-0185	Roger E. Gordon	5,916.44
81-CV-0186	Ethel Wolfe	73.20
81-CV-0187	Harry Garza	2,826.11

81-CV-0188	Karole Pazeraite	10,000.00
81-CV-0190	Roman Castillo, Jr.	1,977.00
81-CV-0191	Geraldine Dyer	Denied
81-CV-0193	Drace A. Livingston	1,330.90
81-CV-0196	Kathryn A. Moroney	15,000.00
81-CV-0197	Julie Olsen	406.46
81-CV-0198	Donald D. Packheiser	2,000.00
81-CV-0199	Theodore B. Perry	709.07
81-CV-0201	Kenneth J. Van Sickle	498.43
81-CV-0203	Jose Alvarado	1,251.07
81-CV-0205	Richard W. Bremmum	1,669.24
81-CV-0208	Bernard Alzner	1,519.00
81-CV-0209	Carmen Bruno	3,749.20
81-CV-0210	Leo Edwards	1,872.00
81-CV-0212	Pamela Frazier	935.00
81-CV-0214	Carol A. Glorioso	2,000.00
81-CV-0215	Frank J. Greenwood	362.46
81-CV-0216	Joyce M. Krieman	3,652.50
81-CV-0218	Lourves Lara	2,000.00
81-CV-0224	Edward P. Porrata	Denied
81-CV-0227	Joethria Summeries	Denied
81-CV-0230	Tensie Wince	1,750.00
81-CV-0231	Helen M. Wise	1,849.38
81-CV-0232	Roscoe Bobo	1,481.69
81-CV-0233	Peggy Lee Clubb	10,000.00
81-CV-0234	William Santos	1,609.76
81-CV-0235	Enrique C. Figueroa	Denied
81-CV-0241	Frank F. Foys, Sr.	2,000.00
81-CV-0242	Mary Fraizer	1,183.00
81-CV-0244	Connie Girard	287.20
81-CV-0246	Cynthia Johnson	15,000.00
81-CV-0255	Saurina Sanchez	1,628.75
81-CV-0256	Betty L. Simpson	7,950.00
81-CV-0258	Franco Silvestre	3,782.73
81-CV-0259	Jon Greeley	Dismissed
81-CV-0264	Maxine Jones	15,000.00
81-CV-0268	Daniel Beck	Denied
81-CV-0270	Robert Blau	1,979.00
81-CV-0273	Lena Chessier	10,000.00
81-CV-0275	Sara Epmeier	349.27
81-CV-0283	Loris Porter	Denied
81-CV-0284	Florence Rarey	147.90

81-CV-0290	Rita R. Tragas	2,000.00
81-CV-0295	Bettye F. Pierce	10,000.00
81-CV-0297	Anna Mae Endriss	Denied
81-CV-0299	Paul Donald Roberts	740.00
81-CV-0303	James Evans	356.22
81-CV-0304	Vallie Hogan	1,634.41
81-CV-0305	Donald Craddock, Jr.	545.40
81-CV-0307	George D. Rodgers	1,088.87
81-CV-0310	Irene Ashford	1300.00
81-CV-0311	Jeffrey L. Conville	1,250.07
81-CV-0312	John Davidson	3,902.16
81-CV-0315	Donna Gramont	Denied
81-CV-0316	Charles R. Holzner, Sr.	2,000.00
81-CV-0321	Curtis P. Maynard	465.32
81-CV-0323	Raymond C. Miller	1,460.00
81-CV-0330	Leroy Purifoy	51.00
81-CV-0331	Ileana Ramos	15,000.00
81-CV-0333	Gary O. Schoenberg	2,436.12
81-CV-0334	Jerry Schook	2,000.00
81-CV-0335	John C. Schulz	2,000.00
81-CV-0338	Thomas M. Weinert	532.30
81-CV-0340	Peter Kohlmann	125.58
81-CV-0341	Diane Rigs Ali	959.55
81-CV-0342	William H. Brown	Denied
81-CV-0343	Debra D. Buckner	15,000.00
81-CV-0344	Betty Burke	189.20
81-CV-0345	Madeline Carson	1,033.00
81-CV-0346	Berta Cooper	Denied
81-CV-0348	Lillie I. Denson	Denied
81-CV-0350	Dianna Hicks	450.00
81-CV-0351	Alice Hoffman	2,000.00
81-CV-0356	Alvin J. McMullen	742.72
81-CV-0363	Nannye Regett	723.36
81-CV-0364	Linda Marie Roman	15.00
81-CV-0368	Stanley Stapinski	15,000.00
81-CV-0373	Henry Coleman, Jr.	560.44
81-CV-0375	Lester Raiford	714.31
81-CV-0376	Richard Cady	170.96
81-CV-0379	Kevin Lemons	870.07
81-CV-0382	Thomas Reed	15,000.00
81-CV-0386	Brent Richard Filar	161.20
81-CV-0387	Gertrude Franklin	Denied

81-CV-0389	James Harris	180.00
81-CV-0390	James Harris	330.00
81-CV-0392	Winston Hubbard, Jr.	310.00
81-CV-0393	Charles Johnson	3,372.95
81-CV-0395	Naomi S. Leffert	11,271.67
81-CV-0396	Vernon H. Paaren	2,000.00
81-CV-0399	Larry Pilot	822.73
81-CV-0407	Patrick Connally	15,000.00
81-CV-0408	Frederick D. Obermiller, Jr.	2,000.00
81-CV-0413	Norma Barham	Denied
81-CV-0414	Barbara A. Bogel	Denied
81-CV-0415	Michael C. Bright	7,571.62
81-CV-0421	Cubie Fleming	1,909.42
81-CV-0423	Samuel Gilliam	Denied
81-CV-0425	Mildred Guyton	1,262.00
81-CV-0428	Michael E. Knight	Denied
81-CV-0431	Michael John Leys	Denied
81-CV-0435	Leszek Mirecki	1,104.40
81-CV-0438	Joseph J. Nagy, Jr.	2,314.02
81-CV-0442	Willie Sanford	2,000.00
81-CV-0443	Maxine Seay	2,000.00
81-CV-0444	Mary Alice Slana	123.80
81-CV-0445	John A. Stallmann	1,301.00
81-CV-0446	Richard Szyc	1,785.70
81-CV-0449	Rosemary Watkins	751.39
81-CV-0452	Robert A. Hardley	366.20
81-CV-0454	Anatoly Bachnikowski	3,499.05
81-CV-0457	Charlie May Bam	Denied
81-CV-0457	Cathy Green	Denied
81-CV-0458	Hazel Banks	2,000.00
81-CV-0459	Jose F. Barrera	1,400.00
81-CV-0461	Halina Bajowska	874.53
81-CV-0463	Curtis Brookins	3,571.00
81-CV-0467	Thomas G. Doyle	Denied
81-CV-0468	Stanley Foules	15,000.00
81-CV-0472	Agnes Knight	12,361.86
81-CV-0475	Gladys Maves	5,173.65
81-CV-0481	Freddie Perkins	2,201.31
81-CV-0482	Juanita B. Pratt	921.00
81-CV-0483	Doane S. Privette	1,207.60
81-CV-0488	Anthony Scinto	Denied
81-CV-0489	Walter C. Seitz	741.55

81-CV-0491	Nellie M. Short	1,126.45
81-CV-0493	Edward Eric Swanson	Denied
81-CV-0494	Lawrence Taylor	2,000.00
81-CV-0495	Joseph Thomas	4,880.50
81-CV-0496	Edwina Parsons Whiteside	Denied
81-CV-0500	Joseph E. Kohlmann	535.39
81-CV-0501	Henry W. Bush, II	548.50
81-CV-0503	Howard J. Alpert	2,276.50
81-CV-0508	Walter Brown	Denied
81-CV-0509	Willie Mae Brown	Denied
81-CV-0515	Vito Fretillio	Denied
81-CV-0517	J. B. Hall	751.60
81-CV-0520	Dana Kellerman	904.56
81-CV-0525	John R. Nolley, Jr.	1,344.00
81-CV-0528	John Sherman	720.23
81-CV-0530	Lucille Stevens	1,200.00
81-CV-0533	Barry D. Pohlod	770.48
81-CV-0535	Willis N. Gulley	1,260.00
81-CV-0539	Arnold A. Faucon	3,209.52
81-CV-0541	Kate Presley	1,312.70
81-CV-0546	Vinellar Woolridge	1,740.60
81-CV-0546	Charles Woolridge	259.40
81-CV-0552	Amelia Spencer	665.00
81-CV-0560	Gustavo Lopez	2,431.20
81-CV-0567	George Lawrence Gillis	403.90
81-CV-0570	Frances Desalvo	10,000.00
81-CV-0571	David E. Daniels	261.83
81-CV-0577	Amy Ferguson	1,375.00
81-CV-0586	Norris Leon Purifoy	Dismissed
81-CV-0589	Roy Anderson	15,000.00
81-CV-0597	Katherine McKenna	439.32
81-CV-0623	William Roy Felten	313.12
81-CV-0626	Edmund Gora	Denied
81-CV-0632	George M. Lipinski	2,000.00
81-CV-0642	Michael J. O'Keeffe	1,733.06
81-CV-0647	Mike Stephens	Denied
81-CV-0650	Carole M. Temple	152.69
81-CV-0652	Eddie Calloway	Denied
81-CV-0657	Christopher James Fielding	20.15
81-CV-0658	Eugene Fishman	2,000.00
81-CV-0666	James S. Gordon	6,595.01
81-CV-0667	Leslie Dean Hill	Denied

81-CV-0668	Rose M. Darin	15,000.00
81-CV-0671	Betty Collins	476.25
81-CV-0675	Leroy Flowers	Denied
81-CV-0687	Pennie Johnson	1,755.67
81-CV-0696	Clyde E. Blakeburn	984.15
81-CV-0700	Berta Alscher	280.25
81-CV-0701	Anthony Ashley	1,967.85
81-CV-0709	Melodee Dwyer	2,000.00
81-CV-0722	Fred Stotts	Denied
81-CV-0728	Laura L. Burton	2,000.00
81-CV-0747	Marianna Zaremba	Denied
81-CV-0748	Pauline F. Tolan	Dismissed
81-CV-0749	Mary Burns	1,547.48
81-CV-0762	Sandra P. Kissane	302.69
81-CV-0774	Lottie Burge	2,000.00
81-CV-0776	Sadie Davis	781.34
81-CV-0781	Sandra L. Hardy	1,663.76
81-CV-0792	Norris Leon Purifoy	2,685.52
81-CV-0798	Gloria Gilmore	Denied
81-CV-0799	Roberto M. Gonzalez	2,000.00
81-CV-0802	Henry J. Jennings	195.00
81-CV-0811	Arthur Robinson	1,233.80
81-CV-0816	Willie Lou Hicks	541.76
81-CV-0818	Cornell Mitchell, Jr.	141.43
81-CV-0821	Martha S. Heger	15,000.00
81-CV-0822	Jerome Jerry Bradford	Denied
81-CV-0838	Greg L. Hampton	1,698.10
81-CV-0849	Virginia L. Moyer	15,000.00

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