REPORTS

OF

Cases Argued and Determined

IN THE

COURT of CLAIMS

OF THE

STATE OF ILLINOIS

VOLUME 35

Containing cases in which opinions were filed and
orders of dismissal entered, without opinion
for: Fiscal Year 1982 — July 1, 1981-June 30, 1982
Fiscal Year 1983 — July 1, 1982-June 30, 1983

SPRINGFIELD, ILLINOIS
1984

(Printed by authority *of* the State *of* Illinois)
(40199—200—1 1-84)

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. **1981,** 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 Workers' Compensation Act or the Workers' 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) representation and indemnification cases, (i) all claims pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act, **(j)** all claims pursuant to the Illinois National Guardsman's and Naval Militiaman's Compensation Act, and (k) 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, Civil Defense Workers, Civil Air Patrol Members, Paramedics 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—

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

HARRY H. HALL
Deputy Clerk and Director
Springfield, Illinois
October 15, 1981—

TABLE OF CONTENTS
Fiscal Years 1982 and 1983

Preface ii
Officers of the Court iii
Table of Cases (Fiscal Years **1982** and **1983)** vii

FISCAL YEAR **1982** (July **1,1981** to June **30,1982)**

Opinions Published in Full—General **1**
Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act Cases:
Opinions Published in Full **396**
Opinions Not Published in Full **419**

Cases in Which Orders of Dismissal Were Entered Without Opinions. **420**

Cases in Which Orders and Opinions of Denial Were Entered Without Opinions.. ..... **440**

Contracts—Lapsed Appropriations **443**

State Comptroller Act—Replacement Warrants **480**

Prisoners and Inmates—Missing Property Claims. **483**

State Employees' Back Salary Cases **485**

Representation and Indemnification Cases **494**

Crime Victims Compensation Act Cases:
Opinions Published in Full **495**
Opinions Not Published in Full **558**

FISCAL YEAR **1983** (July **1,1982** to June **30,1983)**

Opinions Published in Full—General **581**

Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act Cases:
Opinions Published in Full **916**
Opinions Not Published in Full **932**

FISCAL YEAR **1983—Continued**

Cases in Which Orders of Dismissal Were Entered Without Opinions. **933**

Cases in Which Orders and Opinions of Denial Were Entered Without Opinions **948**

Contracts—Lapsed Appropriations **951**

State Comptroller Act—Replacement Warrants **991**

Prisoners and Inmates—Missing Property Claims. . . . **992**

State Employees' Back Salary Cases **994**

Wrongful Incarceration **999**

Representation and Indemnification Cases **1000**

Crime Victims Compensation Act Cases:
Opinions Published in Full **1001**
Opinions Not Published in Full **1043**

Index (Fiscal Years **1982** and **1983)** **1075**

TABLE OF CASES
Fiscal Years 1982 and 1983
(July 1. 1981 to June 30. 1982)
(July 1. 1982 to June 30. 1983)

NOTE: Cases preceded by ● are published in full.

A

A-Accurate Printcrafters 985
A.C. Pavement Striping Co..... 981
A.D.A., Inc..... 433
A.T.D. American Co..... 455
o A & K Midwest Insulation, Inc..... 767
AAA Ambulance 433
AAA Prosthetic & Orthotic Lab, Ltd..... 956
AAMED. Inc..... 989
Abarca. Natalie 563
o Abasolo. Filomena 209
Abbott Laboratories 455
ABC Academy 450
Abeldano. Roy 1070
Abernathy. Edward 1068
Able Overhead Door & Construction Co..... 976
Abram. Donald 480
Abrams. Lorri 424
Accreditation of Hospitals.
Joint Commission on 961
Accurate Partitions Division 473
Ace Hose & Rubber Co..... 964
Ackerman. Diane S..... 481
Ackerman. Inez M..... 939
Ackerman. Joan P..... 996
Ackley. Richard Michael 439
● Acoff. William 364

Action Ambulance Service 421
Adair. Debra 1050
Adame. Gabriel 558
Adamore. Eric 425
Adams. Anna E 935
Adams. Annie Mae 992
Adams. Betty J 488
Adams. Dennis 161
Adams. Donald L 216
Adams. Edna P 488
Adams. Frederick D 567
Adams. Geraldine 1062
Adams. Mary J 487
Adams. Sarah 161
Adams Auto Parts. Inc 465
Ade. Edwin J 679
Adelman. Darlene 995
Admonis. Joseph 577
Adult Community Outreach Network 984
Advance Process Supply Co 472
Advance Uniform Co 474
Affiliated Midwest Hospital 368
Affiliated Midwest Hospital. Inc 952
Agosto. Maria Del Carmen 571
Agrillio. Paul 1055
Aguilar. Ofelia 1048
Aguilar. Ramon 573
Aguilera. Davy 977
Ahl. Betty Ruth 1066
Ahmad. Khalil. M.D. 429
Ahuile. Sonia 478
Aid Ambulance Service. Inc 435.467. 954
Aikens. Edward Blair 1068
Air Illinois. Inc ..... 420. 425.429. 437.442.
..... 447, 448, 459, 472, 473, 476, 478, 939, 950, 956
Aircall Communications. Inc 474
Airwork Corp 460
Aiyela. Vernelle 1061
Ajayi. Joseph0 464
Ake. Avis S 576
Akridge. Don E., D.M.D. 983

AKT. Inc 974
Albanito. Michelina 563
Albert. Stanley 1061
Albert Pick Motel 959
Alberti. Thomas 485
Alco Fuel Production Systems. Inc 470
Aldaco. Joseph 1066
Aldrich. L.W. & Co 444
Alex. Tammra Chesier 573
Alexander. Bessie 571
Alexander. Gye 1047
Alexian Brothers Medical Center. Inc 464. 939
Alfrejd. Edna H 482
All Star Pontiac 962
All Steel. Inc 455
Allan's Travel Bureau. Ltd 426
Allbritton. James 567
Allen. Carole 1054
Allen. Janice 486
Allen. Jesse 465
Allen. Landon 934
Allen. Melvin 493
Allen. Rosalyn P 1051
Allen. Rosie Lee 490
Allendale School for Boys 454.464.953. 977
Allied Mills. Inc 310
Allied Motor Sales 469
Allison. Tina M 949
Allmendinger. Brent 997
Allstate Chemical Co 460. 938
Almanza. Sandra 1044
Almar Co 962
Alonso. Judy 568
Alpern. Phillip 426
Alpha Transportation Co 473
Altpeter. H.R., Jr 480
Alva Museum Replicas 459
Alvarado. Manuel 1070
Alvarado. Susan E 987
Alvarez. Alfonse 568
Alvarez. Carmelo 1048

Alvarez. Henry. Jr 1066
Alvey. Douglas. M.D. 977
Alvord's Office Supply Co 460
Alwood. Trudy (Gudat) 932
AM Multigraphics 968. 975
Amakyi. John O.H.,Jr 479
Ambassador Insurance Co 424
Ambassador Office Equipment. Inc 449
Amber Ridge School 434. 963
Ambrose. Darris L 483
Ambrose. John C 1069
Ambrose. Josephine 1063
American Air Filter Co 959. 988
American Air Filter-Replacement Filter Div 983
American Airlines. Inc 473. 956
American Correctional Association 475
American Decal & Mfg. Co 474
American District Telegraph Co 474. 941. 980
o American Electric Construction Co 137
American Hospital Supply Corp 424
American National Bank &
Trust Co. of Chicago 950
American Printing House for the Blind. Inc 976
American Scientific Products 954. 974
o American States Insurance Co 687
American Supply Co 451
American Welding Supply Co 983
Americana Congress Hotel 464
Amoco Oil Co 962. 982
Amos. Jeffrey 944
Amos. Joe L 955
AMTRAK 974
● Anaya. Maria 540
Anchor Office Supply Co .... 423.426.433.438.443.
..... 454, 462, 464, 465, 466, 467, 471, 474, 475, 934,
..... 938.951.962.966.978. 987
Anchor Tool & Supply Co 968
Andersen. Laura M 1044
Anderson. Althea 1063
Anderson. Bernestine 491
Anderson. David 430.484. 938

Anderson. David Gary 434
Anderson. Debra 485
Anderson. Kenneth 1063
o Anderson. Mary M 804
Anderson. Ray 1069
Anderson. Willie J 573
Andino. Mary Lou 1045
Andino. Nelly 1058
Andino. Santos 1045
Andrews. Beverly J 946
● Andrews. Louis R 636
Andy's Pharmacy 984
Angus. Sue Ann 574
Anixter-Pruzan 467
Anna-Jonesboro Bin Co 469
Annes. A Partnership 946
Ansari. Yaqub 1070
Answering Systems. Inc 451. 470
Antao. S., M.D. 458
Anthon. Christopher 1069
Anthony. Awilda 559
Anthony. Jessie 568
o Anton. Stanley A 815
Antonacci. Charlotte Elizabeth 427
Antonacci. Tony A 427
Antti, Joan 1061
Apollo Welding & Building
Equipment. Inc 946
Aponte. Alida 1064
Aponte. Andelmo 1064
Applegate. Brenda 1055
o Appleton. Wayne L., D.V.M. 672
Aqua Towing. Inc 479
Aqua Trans Co. 445
Aranador. Dercy J., M.D. 957
Archer Cemetery Corp 426
Arenberg. Patricia 1062
o Argonaut Insurance Co 657
Argonne National Laboratory 459
Arianoutsos. Tom 1053
Arias. Raymond C 1067

Arias. Sergio 1069
Arkansas Childrens Hospital 472
Armour. Anthony 490
Armstead. Margaritta D 563
Armstrong. Dorothy 576
Armstrong. Eddie 1053
o Armstrong. Marian 735
Arnold. Albert 1066
Arnold. Joyce Ann 1044
Arnold. Vita Marie 1044
Arnold Graphic Industries. Inc..... 469.470. 984
Arnolds. Edward B..... 1000
Arrise. Inc..... 966
Arrogante. Elvie S..... 963
Arrow Medical Services 471
Arroyd. Yoland Julia 578
o Arsberry. Lonnie 895
Art-0-Lite Electric Co..... 976
● Arthur Young & Co..... 676
Artze. Jessie 487
Arulfo. Oscar 489
Asamoah. Stephen Y..... 572
Aschemann. Harold 1055
Ash. Rosa Lee 559
Ashby, Ila D..... 1064
Ashland Oil Co..... 456, 461, 463, 470
o Ashworth. Cathy 545
Assenza. Norman 1063
Associated Collegiate Press 445
Associated Court Reporters 974
Associated Service & Supply Co..... 424.478. 958
Associated Supply Co..... 986
Associates in Adolescent Psychiatry. S.C. ... 935, 944,
..... 945. 946
o Atherton. Robert B..... 387
Atiq. Wafiq 1066
Atkins. Geraldine 562
Atlantic Richfield Co. . . . 450.451.459.477.478. 958
Atlas Stationers. Inc..... 953
Auburn-Gresham Preschool. Inc..... 942
Audio Visual Educational Systems 987

o Auffenberg Leasing. Inc 222
Augustana College 970
Augustana Hospital 936
Auila. Miguel Carlos 1056
Austin Radiology Assoc., Ltd 972
Austin-Lake Currency Exchange. Inc 438
Automotive Ignition Co 975
Avcioglu. D., M.D., S.C. 469
Avery International 463
Avila. Donaciano. Sr 1044
Avis Rent-A-Car, Inc 423
Azim. Ameen Ashshakoor 441
Azizarab. Rahim 459

B

B & B Electric. Inc 469
o B & K Enterprises 204
Babb. Barbara C 419
Babiarz. Deborah., ... 434
Bach. Debra 483
Bacon. Donald 440
o Badal. David 254
Badri. A., M.D. 433
Badurczyk. Maria 1049
Bailey. Hernandez 426
Bailey. Lynn Stewart 564
Bailey Technical School 430. 445
Baldock. Donna J 565
Baker. Anna 956
Baker. Carmelia 469
o Baker. Douglas Allen 104
Baker. Edmund Lee 435
Baker. Elizabeth 573
o Baker. Gordon 911
Baker. Ruth U 569
Baker. Willie 569
Baker-Hauser Co 456, 462
Baldwin. Leslie .....
o Baley. Charles A 663

Balje. Robert 1045
Ball. Beverly A 486
Ball. David 564
Ball. John 939
Ball. Linda 568
Ballard. Albert 934
Ballee. James G 492
Balles. Verna 964
Ballow. Dorothy 1060
Bancroft School 972
Bangash. Javed I., M.D. 957
Bangert. Lynn 950
Banghart. Rosa U., M.D 933
Banguearena. Miguel 1055
Bank of Hawaii 420
Bank of Illinois 935
Banks. Lucille 1067
Banks. Margie 491
Banks. Mary A 998
Banner. Charlene 950
o Bannister. Shel 895
Banta. Richard G., M.D. 936
Bar-Weld Fabrication & Maintenance 465. 953
Barash. Barry M 450
Bardos. William D 421
Barela. Anna 1057
Barela. Maria F 1057
o Barker. Ervin J 733
Barker. Susan 488
Barners. Vickie Lee 566
Barnes. Alvin E 432
Barnes. Larry 1062
Barnes. Lazard 576
Barnes Hospital 434. 435
Barnett. Dale 491
Barnette. Clarice E 1068
Barr. Lydia 489
Barrazueta. Mercedes 568
Barrett. J. Patrick. M.D. 956
Barringer. Vincent M 442
Barrios. Luis 994

Barrow. James M 1066
Barry. James 489
o Barry. James T 131
Barth. Elinor 428
Bartholomew. Jane 429
Bartlett Learning Center 461. 981
Bartlow. Susan 1068
Bartolo. Joyce A 950
Bass. Ruby 1070
Bass. Yadonna 569
Bassett. Ada 451
Bates. Donald 489
Bates. Donald E 994
Bates. Genevieve 565
Bates. James 433
Bates. Jeffrey M 565
Bates. Lawrence 491
Batey. Linda Sullivan 1056
Batey. Will 1044
Batts. Bettye Jean 1059
Batts. Joyce A 1050
Batts. Kizzie 1068
Bauer. E. Girard 482
Baughman. Hazel 573
Baumle. Jerome E 1072
Baur's Restaurant 437
Bawulski. Mary 572
Baysa. Larry L 483
o Bazzoli. Henry 776
Bea. Lawrence 997
Beacham. Reginald L 484
Beal. Priscilla May 949
Bearfield. Freddie 1056
Beas. Theresa 1058
Beaty. Geraldine 946
Beavers. Harry L 994
Beck. Larry E 492
Becker. Edna 1050
Becker. Leon 558
o Becker. Margie 704
Becker. Michael Edward 1072

Becker. Robert F 1057
Beckley-Cardy Co 467
Beckman Instruments 970
Beck's Office Supplies 952
Beecher. Bruce 1056
Behler. Rose Marie 486
Bekta Management 961
Belcher. Michael. 437
Belec. Philip 1072
Belew. Edith 424
Belfort Instrument Co 988
Bell. Bernice A 1071
Bell. Cynthia Lee 1056
Bell. Hattie D 1045
Bell. James 483
Bell. John Wallace 567
Bell. Marcy D 420
Bell. Rodney A 935
Bell & Gustus. Inc 446
Bell Helicopters/Textron, Inc 426
Bell & Howell Co 449. 460
Bell & Howell Educational Group 461
Bell & Howell. Mamiya Co 479
Belleville Area College 988
Belleville Radiologists. Ltd 968
● Bellini. Albert C 701
Bellur. Bharathi S., M.D. 955
Belmont Building 467
Beloit Clinic. S.C. 437
Benavidez. Modesta Cortez 575
Bender. Glen D 563
Bender. Matthew & Co 977
Benjamin's 977
Bennett. Harold 492
Benoy Motor Sales. Inc 969
Benson. Barbara 558
Benson. **L.C.** 427
Beranek. Junior B 487
Berek Corp., Ridge Big Top 951
Berger. Mark 438
Bergman. Carolyn 486

Bergstrom. James T 1049
Bernal. Jose. Dr 971
Bernales. Marton 1071
Berndt. Todd 934
o Bernhard. Robert 602
o Bernhard. Shirley 602
● Bernheim. Kahn & Lozano Architects. Ltd 378
Bernstein. Robert L 1056
Berry. C., Janitorial Service. Inc 460
o Berry. Dorothy 553
Bertolino. Thomas 489
Besser. David 988
Best Endodontics. Ltd 957
Best Inns of America 946. 979
o Best Security Service. Inc 258
Best Security Service. Inc 456
Best Super Market 448
Best Western of Mattoon 455
Beth. Carol Lynn 1048
Bethany Hospital 955
Bethea. Edward 426
Bethea. Katherine Shaw. Hospital 452. 462
..... 471, 473, 964, 971, 974, 984, 985, 986, 989
Bethphage Mission. Inc 469
Betka Management 448
Beverly Farm Foundation 478. 961
Beverly Woods Restaurant 425
o Bibbs. Vernice 65
Bibliographic Retrieval Services 962
Bicek. Catherine M 1051
Bicek. Richard F 1051
Bieganska. Zofia 566
Bieschke, John J 492
Bijarro. Gloria 562
Bijarro. Tony 1045
Bilal. El-Amin 1058
Biliskov. Janelle 1066
Bindery Corp. of America 438
Bird. Dorothy S 442
Bird. Harold F 442
Bird. John W 425

Bird. Steven E 426
Bishop. Edna Mae 486
Bishop. Herman. Jr 1045
Bishop. R. H., Co 980
Biskup. Dennis 558
Bismark Hotel ..... 432.438.443.444.449.
..... 477.952.958.962. 977
o Bissey. Doris 1009
Biswell. Jerry. Mrs 940
o Black. Richard 292
● Black. Richard 895
Black & Co 467
Blackburn. Aaron T 572
Blackford. Lindell D 440
Blackman. Curtis 1066
Blackmore & Glunt. Inc 458
Blackwell. Bernard 1056
Blackwell North America. Inc 454
Blackwood. Helen M 428
Blake. Janet L. 1058
Blake. Javet M., Sr 992
Bland. Alexander 428, 484
Bland. James 484
Blanford. Sheryl M 427
Blankenship. Benton 997
Blanton. Jackie L 423
Blauer Manufacturing Co 462. 970
● Blevins. Geraldine 165
Blochowicz. Pauline 1054
Blocker. Frank. Jr. 1058
Bloodstock Research Information Services 445
o Blount. Larry 790
Blout. John 1054
Blue Island Citizens for the
Mentally Retarded 954
Blum. Douglas C 1053
o Board of Education of Illinois Valley
Central Unit District #321 716
Boateng. James 489
o Boaz. Donita 594
Boberg. Harold G., D.C 954

Bobo. Andrew 574
Bobo. Ivory 574
Bodeen. Irene W..... 421
Bodine. Mary 777
Boegerhausen. William L..... 1073
Boens. Elnora 1062
Bogan. Donna T..... 574
Bogdanowicz. Marion 1055
Bogot. Sarah 575
Bohm. Judith L..... 486
Bohn. Bette Jane 1049
Bohn. Peter W..... 1049
Boise Cascade Corp..... 434
Boise National Leasing. Inc..... 434
Bokina. Alesky 1073
Bold. Kathy S..... 448
Bolden. Lois 573
Boling. Arvenia A..... 1048
Boling. Jolli 1048
Bolliinger. Joan K..... 948
Bolls. Lillie Mae 483
Bolte. Janet E 494
Bond. Ann 442
Bond Buyer 961
Bonner. Y.Z..... 432
Bonow. Martin 428. 487
Book. Zelma Z..... 441. 486
Booker. Bessie 1065
Booker. Jacqueline 935
Booker. Ruthie Lee Jackson 566
Booker. Samuella 454
Bookwalter. Dale 423
Boone County Council on Aging 477
Boone County Hospital 976
Booth. Elora 1052
Booth & Thomas. Inc..... 467
Boppart. Irvin 1046
Bordner. Steven R..... 958
Borgman. Robert J..... 569
Boroski. Cynthia Olson 564
Borum. Allan R..... 568

Bosie. Marilyn 950
Boss Mfg. Co 985
Boston. Sandra 573
Bouc. Otto. M.D. 985
Boulder Hill Dental Assoc 961
Bovino. Sandra R. 564
Bowen. Christine Sue.. 1060
Bowen. Homer C 422
Bowen. Mary Lou 422
Bowen. Ruth A 485
Bowen. Stacey 565
Bowens. Lorsie L 1049
Bowers. Addie 956
Bowers. Debra 972
Bowers. JohnE., Jr 1057
Bowles. Thomas 486
Bowman. Janie V 1047
Bowman Distribution 965
Bowser. Kenneth 426
Boyce. Armand Leslie 935
Boyce. Helen 1044
Boyd. Elaine. Creche 985
Boyd. Lee 564
Boyd. Robert D 978
Boyd. Sharon F 470
Boyer. Larry W 997
Boylan. James E 974
o Boys Farm Foundation 196
Bradford. Orville 491
Bradford. Robert 571
Bradley. Louis 1053
Brady. Lewis. Sr 561
Bragg. Carter C 421
Brail. Herbert L 997
Brakes. Lois M 1065
Braniff Electronics 976
Brantley. Susie 1058
Braun. Hildegard 1059
Braun Pharmacy. Inc 966
o Braziel. Flora 385
Bredemann. John P 1066

Bremen Township Committee on Youth 453
Brenner. Frank T., M.D., Ltd 466
Brenningmeyer. Janet 441
Bret. Rodney 934
Brewer. Elsie 573
Brewer. Georgie M 488
Brewer. Joe 424
Brewer. Riley G 425
Brewer. Thomas E., M.D 966
Brewster. John 424
Bricker. Peggy L 948
Bridewell. John 1057
o Bridgeview Bank & Trust Co 820
Bridgeview Convalescent Center 933
Briggs. Elsie Mae 491
Briggs. Florida 1052
Brighton Painting Co 943
Brill. John C 481
Brindisi. Daniel D 937
Brisk. Alan 1057
Briske. Deborah A 575
Britcliffe. Peggie 1063
Britt. John 491
Brochin. Jeffrey 985
Brodhead Garrett Co 448
o Brokaw Hospital 231
Brokaw Hospital 456.960.971. 978
Broms. W.P., Inc 443
Bronkhorst. Mary 976
Brooks. Kermit G., Sr 577
Brooks. Luretha 1069
Brookshire. Jo A 480
Brookshire. Thomas A 480
Brookwood Healthcare Centre. Inc 482
Brosseau. Dolores 1072
Brotman. Florence L 1062
Brotz. Daniel R 431
Brown. Anthony L., M.D. 461. 470
Brown. Betty Jean 1053
Brown. Bradley A 1058
Brown. Catherine 1055

Brown. Douglas 484
Brown. E. Pauline 489
Brown. Finley 462
● Brown. Horace 696
Brown. James A.. Sr..... 1064
Brown. Jewel 1055
Brown. Kevin L..... 484
Brown. Leslie H 1064
● Brown. Mary 332
Brown. Myrtle 1049
Brown. Phelix 1069
Brown. Renee 981
Brown. Ricky Lee 562
Brown. Robert V..... 941
Brown. Sandra 1047
Brown. Vereda 1063
Brown. Viola C..... 1061
Brown. Virgil 948
Brown. Wiladene 996
Brown County Health Services 468
Brown & Lambrecht Earthmovers. Inc..... 975
Brown Schools..... 476
Brown Schools. Inc..... 469. 472
Browning-Ferris Industries. Inc..... 469
Browning Ferris Industries of Illinois. Inc..... 433
Brownlow. Helen M..... 949
Bruce. John L..... 947. 993
Brueckman. Kathryn E..... 1066
Bruehl. Morris 420
Bruel & Kjaer Instruments. Inc..... 470
Brulin & Co..... 468
Brundo Art Supply Co..... 460
Bruno. Hector 1064
Brunson. Olevier 1051
Brusca. Peter A., M.D..... 428
Brusky. Margaret 1047
Bryant. Albert 1047
Bryant. David 940
Bryant. Izzie 1056
Bryant. O'Neal 430

Bubb. Irene C ..... '485
Buchanan. William W 969
Buckingham. R.A., M.D. 983
● Buckley. Brady 891
Budde. Prentice 567
Budziszewski. Zdzislaw 1058
Buege. Bonnie 571
Buegel. Lawrence Milo 1047
Buehrig. Milton 566
Buescher. Edward L 488
Buffalo Service Engineering 468
Buford. Margaret 1069
Bugos. Joseph 463
Buick. Leroy 1043
● Build Institute 606
Bulchandani. Kamlesh 990
Bulchandani. Kamlesh. M.D. 946
Bulich. Ronald 1063
Buller Fixture Co 473
Bullock. Ronnie 993
Bulthuis. Lena 577
Bundren. Janice 980
Bunes. Sara 574
Buran. Bruce A 567
Burbridge. Denise 569
Burchard. Cole E 488
Burda. Anthony 420
Burger. David 1048
Burgert. Steven R 1056
Burk. Richard L 492
Burke. Francesca 1051
Burke. Lonnie D 993
Burkhead. H.C., M.D. 458
Burkitt. Peggy 569
Burkitt. Peggy L 569
Burkitt. Ricky 569
Burkle. R J., M.D. 456
Burks. Marsha 1061
Burnett. Diane M 1061
Burnley. Laura 1072

Burns. Carl 433
Burns. Clifford A 782
Burns. Cornelia 570
Burns. George Robert 570
Burns. Inez 558
Burns. Richard 992
Burns. M. & Sons. Inc 447
Burres. Mike R 481
Burroughs Corp 481. 952
Burrow. Floyd R 1059
Bursua. Richard G., O.D. 987
Burton. Bradley E 472
Burton. Leon F 481
Burwell. John Ed 1060
Busby. David F., M.D. 449
Busch. A.K. & Associates. Ltd 454
Buschart Brothers. Inc 455.938. 976
Buser. Donald H., M.D 947
Bush. Herlene 1054
Bush. Jackie 1044
Bush. Paula T 467
Bush. Raymond E 1044
Bush Hog/Kraus Division of Allied
Products Corp 459
Bushnell. Mary Beth 939
Business Magazines International. Ltd 938
Business Prqctice. Bureau of 967
Business Services. Inc 988
Bussie. Jolly 1054
Busy 'B' Janitorial Service. Inc 450
Butler. Charles E 938
Butler. Isiah 558
Butler. Kent E 1067
Butler. Mary Ella 1046
Butler. W.D., Sr 1062
Butler Supply. Inc 466
Butt. Walter L., Jr 572
Butterfield. Steven 997
Button. Edward L 995
Bynum. Alice 563
Byrd-Lewis, Cheryl L 477

C

C-U Day Care Center. Inc 988
Cabrera. Irma 1044
Cabrera. Josefa Hernandez 561
Caffey. Cora Lee 562
Cain. Ronald. Sr 488
Cain. Ted Tyrone 1071
Caine. Margaret A 949
Cairo-Egyptian Adult Center 961
Cajigas. Juana Rodriguez 1071
Calabrese. Robert 1067
Calderon. Alberto 1063
Calderon. Jose Soledad 1071
Caldwell. Donna M 939
Caldwell. Frances 948
Caldwell. Rose 476
Caldwell Engineering Co 420
Callahan Clinic 941
Calvin. Millernese 611
Calvo. Roque 1065
CAMCOR 987
Camelot Care Center. Inc 957
Camelot International. Inc 446
Camelot Radiology Assoc., Ltd 475. 957
Campbell. Clarence L 570
Campbell. John James. Sr 1064
Campbell. Mattie 455
Campbell. Michael 428
Campbell. Stephen A 1047
Campos. Steven 1053
Camras. Jerome 1071
Canady. Glady 576
Cannon. Darrel 992
Cannon. Edward 1049
Cantrell. Ruth 946
Cantu. Bertha 566
Canup. Mary A 486
Canup. Mary L 486
Canzona. Joseph E., D.D.S. 450
Cao. Tri Minh 479

o Capital City Paper Co..... 891
Capital City Paper Co..... 428.935.944.973. 974
Capitol Group 435.463. 467
Capitol Machinery Co..... 977
Capitol Plumbing & Heating Supply Co..... 976
Capitol Reporting Service. Inc..... 472
Caras. Joseph D..... 1049
Carbondale Electric Co..... 452
Cardiac Associates. S.C. 958
Cardiac Consultants of Chicago 988
Cardona. Hector 1048
o Carev. Anthony 96
Carey. Barbara 423
Carey's Furniture 981
Carey's Furniture Co..... 971. 980
Cargile. John K., Jr..... 485
Cargill. Floyd 994
Carle Clinic Association 943. 956
Carle Foundation Hospital 429
Carlock. Jack D..... 492
Carlson. Bethany Kay 938
Carlson. Hugo W..... 995
o Carlson. Mardel 634
Carlson. Terrance J..... 1064
Carnaghi. Susan M..... 561
Carolina Moving & Storage. Inc..... 421
Caroll. Violet 1049
Caroll. William 1049
Carothers. Robert S..... 567
Carpenter. Terry 933

Carruthers. Bill 488
Carson Pirie Scott & Co..... 952
Carter. Columbus 1069
Carter. Deborah A. 1053
Carter. Douglas M..... 577
Carter. Gerald Ray 426
Carter. John 1058
Carter. Lillie E..... 1070
Carter. M.C. 564
Carter. Ruby 1052
Carter. Vickie A..... 570
Carter Reporting Service 460
Cartwright. Donald E..... 994
Casas. Rosario 1066
Case Power & Equipment 970
Casey. Dennis R..... 1048
Casford. Orville E..... 1059
Casper. Donald J., P.C..... 461
Casper. Shirley J..... 488
Cassen Transport Co..... 679
Casteneda. Moises 1060
Castillo. Jose 1056
Castillo. Michael M..... 1072
Castle. Robert F..... 439
Castleman. Dorothy 948
Castro. Adolfo 1045
Castro. Columba 1055
Castro. Felix 426
Castro. Patricia 1045
Castro. Raul 1045
Catholic Cemeteries 786
Catholic Charities. Diocese of Joliet 451
Catholic Charities of Archdiocese
of Chicago 433.457. 458
Catholic Social Service ... 425. 431.445. 446. 937. 939
..... 944.945.953.954. 958
Catholic Social Service of Peoria 428
Cattoni. Theodore J., Jr..... 865
Caulfield. John J..... 932
Caulfield. Rosemary A..... 932
Cavalier, David 1057

Cavaliere. Dominick 563
Cavanaugh. Carol 998
Cavanaugh. James A..... 425
Cayo. Kenneth C..... 576
CES Telecommunications..... 933
Ceaser. Carolyn 944
Cecchin. Antonia 1055
Cembala. Henry 563
Cenkov. Angel..... 1050
Center for Behavioral Psychiatry
&Psychology 453
Center for Children's Services 952
Center for Personal Counseling 979
Central Baptist Children's Home 446.955. 963
Central Camera Co..... 976
Central DuPage Hospital 456
Central East Alcoholism & Drug Co..... 459
Central Furnace Supply Co..... 461
Central Illinois Agency on Aging. Inc..... 453. 464
Central Illinois Light Co..... 982
Central Illinois Physical Therapy
Professional. Ltd..... 978
Central Office Equipment Co. . . . 446, 454, 469, 474,
.....934, 944, 945, 954, 958, 974, 975, 977
Central Professional Group..... 454
Central Telephone Co. of Illinois 463. 471
Centralia True Value Hdwe., Inc..... 988
Centreville Township Hospital 964
Ceretto. Richard J..... 1056
Cervantes. Estella 1067
Cerven. George M..... 1047. 1048
Cesare Construction Co..... 980
Chaidez. Agustin 1066
Chakalis. Constantinos 935
Chalmers. Catherine 568
Chambers. Barbara 445
Chambers. John 428
Chamness. Judith 1000
Champaign County Bank & Trust Co..... 951
Champlin Petroleum Co..... 472
Chan. Chunwah 959

Chance. Paula A 437
Chandler. Brad 466
Chandler. Jesse 997
Chandler Community Hospital 964
Chanens. Inc 975
o Chaney. Forrest R 830
Chang. John T 946
Chaparro. Angela M 575
o Chapman. James 371
Chapman & Cutler 479
Chappel, Michael 1061
Charkatz. Harry M., M.D. 967
Charles. Everald F 1050
Charles. Leslie 1050
Chavis. William 494
Chenoweth. Bruce C 448
Chere. Myra Jo 427
Cherry. Marilyn 422
Cherry's Service Station 478
Chesire/A Xerox Co 936
Chester. Ardell 565
Chiapelli. Harry J 995
Chiarelli. John A 1044
Chicago Bullet Proof Equipment Co 468
Chicago Child Care Society 976
Chicago. City Colleges of 454, 957
Chicago Hospital Supply Corp 966
Chicago Investment Corp 446
Chicago Lakeshore Hospital 445
Chicago Medical Equipment Co 477
Chicago Osteopathic Hospital 444, 445, 446
Chicago Progressive Mercantile Co 458
Chicago Service Parking 478
Chicago Services for Work & Rehabilitation ... 474
Chicago Stenographic Reporters. Inc 972
Chicago Sun Times. Div. of Field
Enterprises 979
Chicago Sun-Times of Field Enterprises. Inc . . . 471
Chicago Tribune 444
Chicago. University of 468.964.975. 980. 985
Chicago. University of. Hospital 463

Chicago. University of. Hospitals & Clinics 470. 937
Chicago. University of. Professional Services 437.938. 955
Chicagoland Microfilm Service 981
Child Welfare League of America. Inc..... 449
Children's Haven. Inc..... 435. 469
Children's Home & Aid Society of Illinois .. 454, 461
Childress. Jack 485
Childs. Judson T..... 485
Chileda Institute. Inc..... 470. 989
Chin. Jim W..... 1065
Chipps. Larry 423. 934
Chiu. Colin 423
Chiu. Kei-Kwong 1051
Chiz. Edward C..... 1063
Chlapecka. Bernard 327
Chlopecki. Stephen J..... 1068
Chmielewski. Carol 559
Chockley. Verne 489
Chowaniak. Kathryn 485
Chris' Plumbing & Heating 457
Christ Hospital 938
Christakes. John G..... 481
Christensen. Paul J..... 1055
Christian County Medical Clinic 437
Christianson. Lucille M..... 440
Christie Clinic 430. 461
Chuman. James 421
Chuman. Sandra 421
Chumbly. Ray 491
Church. Michael K..... 484. 993
Church of the Cross 447
Churmpovoc. Robert R., Jr..... 1053
Ciabattari. Arlette Mary 1058
CIBA Pharmaceutical Co..... 962
Cihlar. Scott E..... 959
Cinnirella. Nick 560
Circle Tour & Travel of Springfield 946
Cisne. Janet P..... 438
Cisneros. Alfonso 1055

Citicorp Retail Services. Inc..... 952
Cities Service Co..... 977
City Bonded Messenger & Trucking
Service. Inc..... 955
City Lighting Products Co..... 462
City of Chicago..... 458. 963
City of Lincoln. Illinois 974
City of Pontiac 450
City of St. Charles 456
City of Springfield ..... 457.466.467.473.474.
..... 476.479.952.965. 985
City of Springfield (Department
of Public Property) 986
City of Springfield. Illinois 963
City of Waterloo. Iowa 957
Claiborne. Wanda..... 488
Clark. Benjamin Leban 574
Clark. Clara M..... 949
Clark. Dolores 572
Clark. James 1057
Clark. Karla 940
Clark. Lester E., Jr..... 988
Clark. Marie..... 563
Clark. Morris. Jr..... 938
Clark. Nona M..... 1055
Clark Maple Chevrolet 940
Clark Oil & Refining Corp..... 469
Clark Products. Inc..... 437.461. 981
Clausen. Robert F..... 458
Clauson. Daniel L..... 1065
Clay. Clarence..... 1068
Clay. Kathryn A..... 1069
• Clay. Kay F..... 417
Clay. Kay F..... 1066
• Claycomb. Carl W..... 200
Clearbrook Center. Inc..... 969
Cleary. Peter 1059
Clemans. Kermit G..... 481
Clemens. Steven W..... 934
Clements. Harold Leon 1051
Clements. James 560

Clements. Julianne W 938
Clemmons. Van Buren 1044
Clemons. John R 880
Click. Betty Jo 563
Cliff. Joseph 420
Clifton. Melvin 1058
Clifton. Nola 1070
Cline. Hubert 1067
Clinic in Altgeld. Inc. 452
Clinic Prescription Shop 962. 963
Clodfelter. Mark C 438
Clyne. Thomas 559
Coash. John M 1051
Coath & Goss. Inc 955
Coats. Susie 572
Cobbin, Walter 1066
Cobbins. Zelma 1067
Cobbs. James 442
Cobetto. John 933
Cocagne. Suzanne 949
Cochrane. William G 1054
Cockerham. Ethel 1052
Cockley. Lloyd W 1069
Cockran, John G 1068
Coffman. Barbara 423
Cogan. Paul E 948
Coggins. Mary 964
Cohen. Davis S., Estate of 488
Cokley. Robert Loren 994
Cole. Arthur 995
Cole. Larry 993
Cole. Patricia 1063
Cole. Robert Ora M 482
Cole. Sandra L 568
Cole Travel Service 972
Coleman. Genella 1051
Coleman. Glen 1065
Coleman. Mildred 1051
Coleman. Percy 492
Coleman. Rip 574
Coleman. Sheila 1057

o Coleman. Turner 873
Collier. Geraldine 1047
Collier. Joseph 1048
Collier. Larry Lee. Sr..... 574
Collins. Azeala 1053
Collins. David R., D.O., S.C. 956
Collins. John A..... 998
Collins. Suzanne 488
Colon. Gloria J..... 561
Colquitt. Donald 423
o Colter. James 878
Colter. James 992
Columbia College..... 454, 455, 975
Columbia Pipe & Supply Co..... 456.979. 981
Columbus Hospital 963
o Colvis. Bernard 869
Comas. Juan Lopez 563
Comastro. Katherine 1050
Commerce & Community Affairs.
Department of 991
o Commercial Union Insurance Co..... 657
Commercial-News 461
Commodity News Services. Inc..... 944
Commonwealth Edison Co..... 426.431.453.460.
..... 464.944.947.959. 963
Community College. Dist. 508.
Board of Trustees 438.964.965. 966
Community College District No. 508 ..... 965.973.
..... 975.979.982. 983
Community College Dist. 539 982
Community Hospital 429.457. 458
Community Mennonite Day Care Center 446
Compagnet. Alex 963
Comprehensive Community Services of
Metropolitan Chicago. Inc..... 935
Comprehensive Services. Inc..... 940. 958
Compressor Engineering Co..... 989
Compton. Karen 1071
Compugraphic Corp..... 961
Comshare CRC 962
Condell Memorial Hospital 430.453. 954

Congdon. David M 994
Conkle. Peggy Louise 1045
Conklin. Robert A., M.D. 985
o Conley. A.B. Raymond 275
Connecticut. University of. Conferences & Institute 468
Conneely. William P 973
Connelley. Ann Barry 1057
Conner. Ida 998
Connolly. Franklin 994
o Connolly. Joseph R 838
Conroy. John T 467
Consolidated Foods Corp 423
Consultative Examinations. Inc 988. 989
Consulting Radiologists. Chartered 958
Continental Bank 481
Continental Glass Co 953
Continental Regency Hotel. 985
Contreraz. Jose 560
Convenient Food **Mart** 455
Cook. Anna C., ... 996
Cook. Bonnie L 949
Cook. H 483
Cook. James 422
Cook. Michael W 563
Cook. Seguna O., Sr 1051
Cook-Bey. Valerie 564
Coombes. Raymond L 442
Coombs. Donna M 1057
Coonrod. Virginia 998
Coop. Alvin 489
Co-op Medical Systems 965
Co-op Medical Systems. Inc 446. 935
Cooper. Craben L 1063
Cooper. Frank Henry 1060
Cooper. Hattie 569
Cooper Airmotive 457
Coopers & Lybrand 935
Coopwood. Carney F 1064
Copeland. Annie M 573
Copeland. Bessie Ann 932

Copley Memorial Hospital 952
● Coppotelli. Shirley 328
Corbetta Construction Co..... 426
Corbetta Construction Co. of Illinois. Inc..... 426
Cordero. Andres 1043
Cork Medical Center 433
Corle, Richard D., M.D. 466
Corn Belt Electric Cooperative. Inc..... 474
Cornell. Lisa 577
Corral. Eulalio 1061
Correa. Rafael V..... 1057
Corrections. Department of 463.465. 469
Corrections. Department of.
Correctional Industries 464. 983
Corrections. Department of. Fund 647..... 482
Corrigan. William J..... 995
Cortese. Carl J., Dr..... 458
Cortez. Sigfredo 1060
Cosgrove. Michael P..... 997
Cosmopolitan Textile Rental Service 450
Costello. Francis J..... 1054
Cotton. Willie B..... 427
Coughlin. John 563
Counsel of State Governments 459
Country Health. Inc..... 421
e County of Cook 893
County of Cook 420.975. 976
County of Ford 422. 424
County of Greene 941
County of Henderson 476
County of Jackson 456
County of Livingston 464
County of McHenry 422
County of McLean 431. 455
County of Montgomery 951
e County of Randolph 868
● County of Randolph 909
County of Randolph 951.969. 984
County of St. Clair 955
County Seat Stores. Inc..... 982
Courtney. Jean A..... 949
Covarrubias. Juan 565

Covenant Children's Home &
Family Services 443
Coventry. Kenneth K 565
Covolo. Brenda 1069
Cowan. Catherine 454
Cowan. James Ronald 639
Cowan. Mike A 486
Cowie. Bernadette M 1063
Cox. Essie Mae 571
Cox. Jackie C 437
Cox. Lafayette 568
Cox. Mary S 486
Cox. Raymond G 442
Coyer. Joseph 1060
Crabtree. David A 938
Craddieth. Janice 967
Cradduck. Jodell L 998
Craig. Boise 1053
Craig. Mary 1064
Crawford. Mary 1066
Crawford. James David 1059
Crawford. John 486
Crawford. JohnG., D.D.S. 969
Crawford. William 1067
Crays. Candace 934
Creative Media 964
Creedon. Margaret 454
Creekmore. Omega 572
Crescent Counties Foundation for
Medical Care 983
Cripps. Mary J 1049
Crisis Homes 428. 444
Cristofano. Mary D 1048
Crittenton. Florence. Peoria Home 444
Crockett. Iola Y 1053
Crome. Sara A 932
Crome. Sara Ann 950
Crook. Edith M 463
Crooks. Candice 430
Croom. Nathaniel 483

o Crose. Debra L 520
Cross. Mary 1068
Cross. Mary E 1060. 1062
Crowder. Clarence D 572
Crowe. Margaret A 949
Crowe. William 489
Crowell & Reed. Ltd 452
Crown. William 576
Cruciani. Tresa 577
Crum. Jessie L 1056
Cruz. Celeneida 471
Cruz. Herminio 1059
Cruz. William J 577
Cuda Construction Co 951
Cullison. Charles W 482
Cullison. Joyce A 482
Cummings. Irene 1061
Cummings. Kathleen 994
o Cummings. Linda J 754
Cummins-Meurlot GMC. Inc 976
Cunningham. Jessie J 565
Cunningham. Lemon 1070
Cunningham. Mary K 943
Cunningham. Richard D 485
Cunningham. Vera J 996
Cunningham. W. C 938
Cunningham Children's Home 472
Currey. Gladys B 1000
Curry. Annie 1057
Curry Court Reporting Agency. Inc 475
Curtis. Thomas 933
Curtis. Willie J 456
Curtis Appliance 963
Curtis Industries 979
Curtiss. Robert B 993
Curtwright. H. K 996
Cusic. Freddie L 1071
Cutter Laboratories. Inc 972
o Cyperstein. Michael 22
Czajka. Raymond E 1070

D

D & L Office Furniture Co 462. 943
D & S Foods 475
D'Abar Builders. Inc 840
Dace. Nellie L 421
Dagdadon. Terrence 1043
Dahlen. Harvey. Paint Store. Inc 971
Dahman. Mary Ann 428
Daigger. A. & Co., Inc 952
Daill. Garland F., Jr 1044
Daily. Johnie 486
Dakota County Human Services Department ... 443
Dale Color. Inc 454
Daley. Mildred L 435
Daley's Ambulance Med. Supply 955
Dalton. Clinton 438
Daly. Ernest. Jr 1060
Daly. Ernest. Sr 1060
Daly. Timothy J., Sr 563
Damask. Robert 560
Damera. B.R., M.D. 983
Dameron. Eloise 1063
Damico. Joe 1044
Danaher. Ann Therese 932
Daniel. Brenda 573
Daniel. Lavurne X 484
Daniels. C.R., Inc 464
Daniels. Donald 489
Daniels. Dorothy 561
Daniels. Glen 559
Daniels. Herbert Lee 1052
Daniels. Kathryn Elaine 1052
Daniels. Marguarita 434
Daniels. William M. 567
Daniels. William R 1066
Daniels. Yolanda 956
Danner. Denise A 1061
Danner. Marian 943
Danno. Theresa 480
Dantzler. Fannie 560

Darcy. Patricia M 932
Dark. Francis F 1062
Darnell. Eva E 419
Darnell. Glen E 1049
Das. D.A.K., M.D. 458
Daud. Muhammad 992
Daut Medical Services. Inc 459
Davenport. Roger Neal 570
David. Marie 572
Davidson. Caroline 421
Davidson. Clarence 825
Davidson. Pearlie Mae 1065
Davies. Bonnie 981
Davis. Barbara A 1059
Davis. Benny 559
Davis. Carla K. 438
Davis. Ceasar. Sr 576
Davis. David 575
Davis. Dennis 998
Davis. Donald J 997
Davis. Edward 489
Davis. Eleanora F 492
Davis. Guy. Sr 489
Davis. Gwendolyn L 950
Davis. Herman. Sr 1055
Davis. James Nathaniel 1055
Davis. James R 1054
Davis. Jimmy D 993
Davis. John Major. Jr 940
Davis. Lamont. Sr 482
Davis. Lillian 577
Davis. Lillie M 564
Davis. Lola 571
Davis. Mattie 566
Davis. Michael G 434
Davis. Paul D 946
Davis. Paul S 566
Davis. Paul W 441
Davis. Pearl 559
Davis. Tina Owens 269
Davis. Vance 1065

Davison. James E 575
Dawson. Brenda Lee 429
Dawson. Ira., ... 961
Dawson. Ira T..... 961
o Dawson. James E., Sr..... 874
Dawson. Leroy W..... 1062
Dawson. Michael 1057
Day. Georgia E..... 1072
Days Inn 463. 953
De Los Santos. Maria Isabel 981
De Paul University 471.946. 984
o De Van. Brian 714
Deadmond. Annie C..... 574
Dean. David N..... 1056
Dean. Karl Philip 569
Dean. Laurie 1067
Dean Business Equipment Co..... 456
Deangelis. Donald E..... 570
• Dearborn Associates of Chicago 624
Deason. Renee 463
Decatur Memorial Hospital. Inc..... 964. 970
Decatur Paper House. Inc..... 462
Decker. Benny 1060
o Decker. Elmer 392
Decker. Roy 1060
Decodex. Inc..... 454
Deeds Auto Leasing. Inc..... 940
o Deering. Jean 328
o Deffenbaugh. Eugene 247
DeFrates. Melvin 491
o Deganutti. Patricia R..... 284
Degroot. James F..... 428
Deitz. David W..... 1073
Dejan. Lionell M..... 935
Del Caltillo. Julio C., Dr..... 974
Del Real. Miguel 1048
Delaney. Gladys 1065
Delaney. James 939
Delay. Susan 561
Dellorto. John A., MSW/ACSW 956
Dellwood Tire & Auto Supply Co..... 984

DeLoach. Bessie L 576
Deloitte Haskins & Sells 472
Delta Air Lines. Inc 464. 471
Denning. Gregory J 1065
Dennis. Erma 1063
Dennis. Janet 1072
Dennis. Judith 958
Dennison Kybe Corp 474
Denson Shops. Inc 957
DePalma. Julia 1043
Depierro. Cynthia S 935
Deriggi. Joseph G 1066
Dermatology Center. Ltd 973. 989
DeRobertis. Daniel W 996
DeRose. Patricia DeCarlo 1044
Desaulniers & Co 476
o Desch. Theodore E 227
Desir. Wilfrid 1062
Despain. Leroy 427
Deubel. Sandra R 1070
Deutscher. Carl W 937
Devereux Foundation 942
o Devon Bank 650
Dewoskin. William 934
Deyo. Mary 1067
DeYoung. Carol J 1067
Di Carlo Meat Co 477
Di John. James 432
Di Prizio. Patricia A 420
Di Prizio. Victor A 420
Diaz. Andrez 570
Diaz. Euligio 565
Diaz. Felicita 559
Diaz. Gloria 565
Dibattista. Eugene A.. Sr 1062
DiBiase. Kathryn 1071
Dick. A.B., Co 957
Dick. A.B., Products Co 989
Dickerson. Mary L 1054
Dickerson. Richard 1044
● Dickey. James L 514

Dickinson. Thomas B 997
DiCosola, Margaret C 1066
Dictaphone Co 945
Dictaphone Corp 427.429.437.468. 961
Diggs. Altisha M 1059
Digital Equipment Corp 979
Diguido. Gladys M 1062
Dillon. Alyce 485
Dimare. Sheila Mulcahy 482
Dimas. Louis 477. 1050
Dimes. Inc 445
Dinger. E. Harold 482
DiPaolo, Dominico 430
Disabato AMC/Jeep/Renault, Inc 986
o Ditkowski. Michael 35
o Divane Bros. Electric Co 257
Divane Bros. Electric Co 454
Divincenzo. James 1060
● Dixon. Daniel. Jr 169
Dixon. Mary Louise 1064
Dixon. Murray. Jr 1043
Dixon. Richard Diamond 571
Dixon. Vanpend 932
Dixon School Dist. #170 975
Doak. Samuel S 974
Doan. Quang I 960
Doan. Trang 479
Dobbs. Mary 480
Dobbs. Robert L 480
Dobrovolskis. Alphonse. 494
Dobson. Reginald. 973
Dodge. Ellen 1067
Dodge. William 1067
Dodge County Unified Services 468
Doerfler. Debbie S 937
Dolan. Robert J 996
Dolce. Jennie 558
Dolphin. Sherry1 941
Domerchie. Cornelis. Jr 571
Dominick's Finer Foods. Inc 460
Domrese. Beverly 574

Domtar Industries. Inc 953
Don. Edward & Co 449.471.977. 985
Donald. David W 978
Donald. James K 1069
Donaldson. Kenneth R 571
Donato. Carmen 1071
Donnelly Reporting Co 433. 459
Donovan. David J 974
Donovan. Marilyn P 1064
Donovan. Peter H 1046
Doolen. Mary 970
Dooley. Robert D 974
Doolin. Ronald 489
Door Systems of Alsip 476
Dorner. David 487
Dorsey. Rebecca 474
Dorward. Donald L 455
Doss, McGettis M 492
Doty. Betty 1055
Dougherty. Philip J 1063
Douglas. Jack C 573
Doust. James 573
Downs. Mary Jo 422
Doyle. Bernice 575
Doyle. Rose M 419. 1067
Doyle. Timothy J 563
D'Puc Credit Union 962
Draffkorn. Paul S 480
Drager. Karen. R.N 973
o Dragos. Virgil 547
Drake. Fenton G., M.D. 986
Drake. Martin 935
o Dravo Mechling Corp 324
Dressel. Leroy 425
Drexel Ice Cream Co 959
Dreyer Medical Clinic 446
Drist. Petro 570
Drivetrain Service & Components. Inc 982
Drozdz. Helena 574
Du Quoin Iron & Supply Co 955
Duff. Dorothy 423
Duffey. Ann 995

Duffey, Georgia 440
Dufficy, Mary C. 492
Duke, William 577
Dumas, James 483
Duncan, Harold L. 567
Duncan, Jean E. 440
Duncan, Patricia D. 563
Duncan, Rita Marie 1046
Dunham Inn 962
Dunlap, Laurence M. 478
● Dunlap & Boyd, Ltd. 390
Dunn, Addie Jacqueline 1060
Dunn, Catherine 937
Dunn, Flavia 562
Dunn, Francis C., Jr., M.D., S.C. 938
Dunn, Gerald M. 1051
Dunn, John 937
Dunn Rite 445
Dunning, Michael 995
Dunson, Joseph Timothy 1055
Dupras, Andre 575
Dupree, Marjorie 560
Durand Health Center 449
Durbin, Beverly 450
Durden, Paul 1060
● Durgom, Sandra Lee 282
Durham, Mildred A. 1047
Durian, Pedro T., M.D., S.C. 474
Durkin, William 1055
Durkins, Marilyn 1057
Durniat, Albert 571
Durst, Ricky L. 936
Dustman, J., Dr. 965
Duxbury, Kristen L. 936
Dvorak, Alice J. 1053
Dyna Systems 974
Dziekonski, Czeslaw 1052
Dzing, Janet M. 1043
Dziubinski, Jennie C. 569
Dziubinski, Joseph J. 569

E

E. Huttenbauer & Son 475
Eades. Joe 434
Eades. Mary Patricia 488
Eagle Bus Lines. Inc..... 480
Earley. Minnie 485
Early Childhood Development Center 482
Early Realty Co..... 476
East Madison Clinic. S.C. 459
Easter Seal Society 956
Easter Seal Society of Metropolitan
Chicago. Inc..... 477
Eastern Airlines 439.453.455.470. 976
Eastern Illinois University 468. 972
Eastin-Phelan Corp..... 451
Eastman Kodak Co..... 466.473. 946
Eaton. Becky 423
Eaton Corp..... 430
Ebert. Gene 1063
Eberwein. Barbara 994
Eby. Don. Printing Co..... 470
Eckhardt. Dorothy M..... 946
Eddings. Jean 486
Eddy. Donald R..... 427
Edgewater 1069
Edgewater Hospital 942
Edinger. Marlea 571
Edmond Power Agency 478
Edmondson. Ernestine 1072
Educational Testing Service 947
Edward Don & Co..... 439
Edwards. Andrew W..... 895
Edwards. Connie F..... 969
Edwards. Donald E..... 573
Edwards. Gerald L..... 573
Edwards. James R..... 575
Edwards. Jimmie W..... 969
Eells, Carolyn 474
Egel, Arlen G..... 425

Eggen. Kenneth G., M.D. 961
Eggert. Roger A., M.D. 447
Egizii Electric. Inc 429
Ehlert. Beverly J 1056
Ehrlich. Arthur 558
Eisenstein. Anita Kay 1044
El Paso County. Department of
Social Services 938
El Rio Santa Cruz 434
Elam. Dean 570
Elam. Delancy 1053
Elam. Lynn Marie 1053
Elder. Leroy 565
Election Data Services. Inc 945
Electric Supply Corp 986
Elem. Edna M 570
Elgin Chrysler-Plymouth, Inc 960
Elgin Paper Co 439.445. 939
Elim Christian **School** 945. 976
Ellberg. Philip N., Estate of 996
Ellinwood. Charlotte. Ph.D. 954
o Elliott. Robin 878
Ellis. Claudia J 571
Ellis. Margaret 1068
Ellis. Robert 427
Ellsworth. Harold L 936
Elm. Edward J 566
Elmhurst National Bank 481
Elmwood Ford Motors. Inc 465. 972
Ely. Ivory 1055
Emergency Department Associates. P.C. 431
Emerick. David R 994
Emmco Excel Insurance Co 422
Endsley. Lulu 576
Energy Absorption Systems. Inc 449
Engelke. Charles 442
Engineered Sales Assoc 974
Engle & Co 972
Englewood Manor Day Care Center 961
o English. Diane K 180
Ennis Paint Manufacturing. Inc 462. 941

Enrietto. Raymond V 425
Enright. Martha 427
Environmental Enhancement. Inc 478
Environmental Mechanical Services. Inc 465
Epilepsy Services of Chicago 463
Epstein. Bertha 574
Epstein. David 459
Epstein. Edward B 1062
Equifax Services. Inc 962
Erber's Camera Shop 454
o Erik A. Borg Co 174
Erlin-Hime Associates. Inc 448
Erlinger Construction Co 479
Ernie's Office Machines. Inc 469
Ersco Corp 982
Ertel. Joseph. D.V.M. 937
ESFS. Inc 474
Eskridge. Charles B 969
Esnaashari. Margaret 1073
Espinosa. Angelo 559
Estey Corp 934
Estrada. Calletano 576
Estrada. Geronima 559. 562
Estrada. Simon 559. 562
Eubanks. Jocelyn 491
Europa Travel 987
Evangelical Hospital Association 462
Evans. James N 490
Evans. Jereline B 426
o Evans. Joseph J 884
Evans. Lillie 559
Evans. Ronald. Sr 565
o Evans Associates 140
Evanston Hospital 445. 967
o Even. Frank J 794
Evergreen Oak Electric Crest Lighting 461
Everright. Robert G 573
Evers. Bernard W., R.Ph. 956
Eversoll. Gregory J 571
Evert. Roy 483
Ewing. Derek 490

Ewing. Mary B 1053
Excelsior Youth Centers. Inc 961
Excepticon Care & Training Center 457
Excepticon of Illinois. Inc 450. 457. 467. 476
Excepticon of Illinois. Inc., Champaign Children's Home 989
Exxon Office Systems/Qwip Division 432
Exxon Office Supplies/Qwip Division 456
Eyiowuawi. Gbolahan R.A. 1050
Ezelle. William H., Jr 996

F

Fabbri. Heidi 947
Fahey. Patricia M 419. 1066
Fahs. Dorothy A 948
Falk. Arthur 1057
Family Care Services of Metropolitan Chicago 450.969. 976
Family Life Center 965
Family Life Center Foundation 962
Family Link. Inc 445
Family Service & Mental Health Center of Oak Park & River Forest 958. 984
Fanaipour. Siroos. M.D. 470
Fane. Willie 490
Fanning. John L 572
Far Away Places. Inc 979
Far Away Places Travel 972
Farkas. Ronald L 962
Farley. Thomas P 999
Farmers & Miners Bank of Ladd 440
e Farr. Susan C 322
Farrales. Wodrigo L., M.D. 437. 957
Faulkner. Lucille 562
Fawcett's Pharmacy 455
Fay. John J 577
Fayette County Hospital 431
Fecheimer Bros. Co 984
Federal Laboratories 478

Feece Oil Co 975
Feingold. Allan S 464
Feliciano. Bernabee 1067
Fellbeck. Deloris 427
o Feltes. Helen 301
o Feltes. James 301
Felton. Addie 1046
Ferguson. Genevieve 572
Ferguson. William 1062
Ferraro. Joseph P 559
Festerling. Joyce 441
Fiakpui. E.Z., M.D., M.S., S.C. 462
Fiandalo. Ronald 948
● Fidelity & Deposit Co. of Maryland 129
o Fidelity & Deposit Co. of Maryland 308
Fiedler. Adrienne 420
Field. Norman T 1071
Field & Shorb Co 471
Fieldbinder. Robert Eugene 1053
Fields. R.L. 420
Fields. Raymond L 1061
Fields. Theodore P 426
Figlia. Maria 1050
Figlia. Sylvia 1050
Figueroa. Carmen Martinez 1050
Figueroa. Teodora 1049
Figueroa. Vicente 1055
Filippi. Brenda Faye 559
Filmore Center for Human Services 970
Films. Inc 986
Filpi. Joseph A 1051
Final. Ruth Ann 1069
Finin. Leo A 978
Finley. Albert 489
Finn. Patricia 967
Finney, Joseph C 972
Fire Service Supply Co 978
Fire Works. Inc 972
o Fireside Chrysler Plymouth. Inc 849
Firestone Tire & Rubber Co 428.951. 975
Firestone Truck Tire Center 472

First Independent Church School Mission 964
Fischer. Thomas K..... 995
Fischer. Carl. Associates. Inc..... 970
Fisher. Debbie..... 955
Fisher Calo Chemical Corp..... 989
Fitch/Larocca Associates. Inc..... 443
Fitton. Mildred 487
Fitzgerald. Frank 1055
Fitzpatrick. Mrs. Jimmie 574
Fitzsimmons Surgical Supply 445
o Fleischer. Rebecca 799
Fleming. Mark 1050
Flender Corp..... 469
Flenoy. Robert L..... 558
Fletcher. Beatrice 459
Fletcher. E. Toy 937
Fletcher. Essie 1058
Flex-0-Lite 975
Flock. Mark John 563
Flood. Gladys 946
Floyd. George D..... 1071
Fluid-Air Products. Inc..... 461. 957
o Flynn. Anita 396
Flynn. Janice S..... 1045
Folger Adam Co..... 472
Folletts Book Nook 478
Folmar. Judy I..... 419
Forbus. Gary L..... 491
Ford. Elnora 1068
Ford. Glenn 1065
Forestry Suppliers. Inc..... 970
Forgue. Marjorie 975
Forman. Marjorie. M.D. 963
Formiller. John 488
Forst. William F..... 1053
Forsyth-Stokes Mental Health Authority 959
o Fort Dearborn Hotel 339
Fortune. Helen 1050
Foster. Carrie 1070
Foster. Herman 490
Foster. Isbelle 491

Foster. James 1070
Foster. Jerome 487
Foster. Keith 1049
Foster. Rose Mary 950
Foster. Sidney 432
Four Seasons Motel 970
Fowler. Mamie 1071
Fox. Ronnie 936
Fox Photo. Inc 459
Fox River Food Co 966
Fox River Welding Products 971
Fox Valley Orthopaedic Associates. S.C 979
Frakes. Donald A.. 489
Franciscan Sisters Health Care Corp 960
o Franco, Richard J 213
Frank. June 948
Franklin. Bernard C 984
Franklin. Ellis. Jr 577
Franklin. Mary 490
o Franks. Melvin 707
Frantz. Ernest G 996
Frazier. Doris J 488
Frazier. Jessie. Sr 570
Frazier. Reuben. Sr 566
Freber. Robert J 562
Fredd. Salie 571
Freddy's Towing 427
Frederick. John R 994
Fredericks. James 420
Fredriksen & Sons Fire Equipment Co 454
o Freeman. Hedy 242
Freeman. Herman Lee 1055
Freeport Clinic. S.C. 958
Freeport Memorial 982
Freeport Memorial Hospital 959
Freidag. James 422
French. Larry F 996
Frendreis. James A 480
Friason. Gladys N 1056
Frick. Eleanor 422
Fricke. Karen 1064

Fricke. Rayburn A 453
Fricke. Richard 489
Fricke. Robert D., M.D. 983
Friday. Patricia Evans 424
Fridh. John & Sons. Inc 432
Friedberg. Michael 437
Friedl. Harvey J 888
Friedman. Michael. M.D. 945
Friedrich. Robert 1067
Friend. Ethel A 1053
Frink Dental Supply Co 456
Fronek. Frank 558
Fruy. Gilbert 1052
Fry. Margaret E 938
Fugate. Doris 1046
Fugate. Edna 935
Fults. Myron Kenneth 487
Fumento. David P 944
Funai. Alan R 996
Fund 6073 Fair Employment Practices 481
Fundukian. Susan K 1048
Funk. William 493
Funkhouser. John W 996
Furfaro. Victor G 493
Furlow. Clovis R 433
Furman. Claudia 563
Futrell. Joanne 62

G

G. H. Sternberg & Co 47
Gable. Cecil O 167
Galati. Frank J 424
Galesburg Cottage Hospital 446
Galesburg Hospitals' Ambulance Service 980
Galichio. Laverne 481
Calichio. Rocco 481
Gallagher. Eleanor 1043
Gallagher. Wendy 1043
Gallagher Electric Co 124

Gallardo. Donald R..... 564
Gallo Ford. Inc..... 972. 975
Galloway. Barbara Billops 1060
Galvan. Savstiano 1047
Galvez. Isidro 1057
o Gammons. Albert 271
Gamzo Association 430
Gandalf Data. Inc..... 457
Cannon. John L..... 492
Gant. William Charles 1052
Garcia. Aileen 575
Garcia. Alice 568
Garcia. Jaime Luis. Jr..... 1057
Garcia. Louis 993
Garcia. Nicolas 1066
Gard. Gaylord G..... 995
Garden View Home. Inc..... 933
Gardner. Nathaniel 562
Gardner. Sharon 426
o Garlan. Gupta. M.D. ..... : 8 5 1
Garncarz. Joseph W..... 997
Garner. Joe 1043
Garrett. Rozella 1064
Garretson. R.H., M.D. 431. 449
Garrison. Clarence 423. 430
Garrison. James Donald 1049
Garrison. Martha 1062
Carver. Paul J..... 995
Garza. Daniel 567
o Garza. Tomaza 240
Gaspich. Thomas 1071
Gass. Mark A..... 1063
Gatelys Peoples Store..... 956
Gates. Mary 450
Gatling. Richard A. 997
Gatschenberger. Thomas Joseph 1044
Gautreaux. Oreaton Tillman 572
Gaven. Gregory T..... 1050
Gavin. Dorothy 572
Geary. Joseph 558
Geberin. Geoffrey L..... 563

Gee. Brenda S 1063
Gee. James 1068
Gee. Lillie Mae 1067
Gee. Willa 1068
Geever. Frances 572
Gehringer. Dorothy 1058
Gehrke. Carl W 267
Geisheimer. Susan 1066
Geline. Richard A 479
General Electric Co 429.448.450. 452
..... 475.957.983.984. 987
General Electric Medical Systems 477
General Electric Supply Co 446.448. 978
General Paving Co 430
Genser. Herman J 941
Gentile. Suzan 568
Gentry. Michael 565
Gentuso. Anthony 423
George. Wanda 562
Georges. Pete. Chevrolet Co 976
Georgious. Dimitrios C., M.D. 481
Geraci. Florence 934
Geroulis. Anthony J., M.D., S.C. 984
Gersack. John R., M.D. 438
Gesualdo. Frank A. 480
Getson. Lori Ann 1066
Getson. Richard A 1054
Getz's Auto Body Repairs 977
Ghebremedhin. Iehdeggo. Sr 1065
Ghegeanis. John 993
Giannini. Richard 486
Gibbons. Pamela Sue 1056
Gibbs. Wilbert 1044
Gibellina. Michael 487
Gibelyou. Grace 1043
Gibson. Judy K 949
Gibson. Junnie Lynn Bland 1051
Gibson. Pauline 421
Gibson. Phyllis 934
Gibson City IGA 464
Gibson. Geo. R., Chevrolet. Inc 955

Giddings. Alice M..... 1072
Gideon. Susan Carol 948
Gietl Office Equipment 449
Gildersleeve. Beatrice 1046
Giles. Ethel 1066
Gilleland. Helen B..... 995
Gilliland. Mary **E**..... 573
Gillmore. Thomas D 572
Gillogly. Linda **R**..... 989
Gilmore. James 1045
Gilmore. Lynn 421
Gilroy. Robert. **Sr**..... 576
Gilson. Rose Mary 949
Giltspur **Exxo** Industries. Ltd..... 478
Gilyard. Malinda 483
Ginsburg. Marvin **E**..... 962
Ginsburg & Farkas 962
Gipson. Gracie 490
Gist. **O**. Gerald 996
Giuhan. Annie **R**..... 1072
Glabas. Christine 575
Glapion. Mary Lillian 448
Glapion. Minnie 448
Glass Specialty Co..... 430
Glassman. Adolph **E**..... 998
Glaze. Nancy 949
Gleason. Donn 489
Gleason. John 420
Glen. Willie J 492
Glen Ellyn Clinic 458
Glenkirk Association for the Retarded 478
Glenn. Edward A., M.D..... 978
Glenn. Susan 1047
Glenn Ellyn Savings & Loan Assn..... 944
Glenview State Bank 143
Glick Drug Co. 933
Glick Prescription Store..... 933
Globe Book Co..... 479
Globe Glass & Mirror Co..... 467. 469
Globe Travel Service. Inc..... 984
Glosser. Lynna **S**..... 426

Glover. Beulah 573
Glover. Ledora 1047
Glowicki. Ella 1061
GMC Truck & Coach Division 452
Goddard. Berdina 420
Goddard. Nancy 421
Godinez. Ricardo A..... 992
Godzik. Eugenia 575
Gojkovich. Dusan. M.D. 460. 956
Gokhale. Sudhir. M.D..... 980
Golab. Walter F..... 1046
Golann. Robert W..... 573
Goldberg. Julius 982
Golden. James 490
Goldie B. Floberg Center for Children 476
Goldings. Morris 459
Goldman. Sidney. M.D..... 433
Gomez. Jacinto. Sr..... 1060
Gomez. Victor 938
o Gomric & Kurowski. P.C. 876
Gonzales. Anthony. Jr..... 996
o Gonzales. Lucas 854
Gonzalez. Elida 564
Gonzalez. Francisco 564
Gonzalez. Marian 1044
Gonzalez. Pedro. Jr..... 1050
Gonzalez. Pedro. Sr..... 1050
Gonzalez. Virginia 1064
Gonzalo. German. Dr..... 973
o Good Samaritan Hospital 379
Good Samaritan Hospital 433.457. 936
Goodman. Frances 573
Goodrich. B.F., Co..... 428
Goodside Summer Truth..... 558
Goodson. Shelia 561
● Goodwill Industries of Chicago 318
o Goodwill Industries of Chicago
& Cook County 303
Goodwin. Edward J..... 563
Goodyear Tire & Rubber Co..... 423.471.979. 989
Goon. Henry 987

Gordon. Gloria J 1064
Gordon. Gregory 423
Gordon. Kenneth 1047
Gordon. Owen A 570
Gordon & Breach Science Publishers. Ltd 434
Gosda. Danny 489
Gosda. Danny L 994
Gottlieb Memorial Hospital 962
Goulding Electrical Construction. Inc 985
Gourley. Daniel D 1068
Governors State University 449. 984
Goyal. Saraj. M.D. 967
Grabowski. Thomas J 1057
Graduate School. USDA Business Office 464
Grady. Aletha 491
Graff. Judith 943
Graham. Alan R., Ph.D 964.967. 973
Graham. Mary 485
Graham. Phyllis 570
Graham. Robert C 963
o Graham. Tammy D 746
Graham Paper Co 444
o Gramlich. James J., Jr. 19
Grandberry. Carolyn 489
Grandberry. Ray 1070
Granger. Orville 1057
Grano. Carmella R 480
Grant. Arthur M 1060
Grant. Catherine 571
Grant. Mary V 442
Grant Hospital of Chicago 987
Graphic Controls Corp 423
Graphic Services 935
Graumann. Rose K 945
Grave. Gene V 1052
Graves. John C 558
Graves Motor Co 977
Grawey Petroleum Products. Inc 446
Gray. Delores 1052
Gray. Jack H 422
Gray. Jacqueline S 422

Gray. Lawrence C **973**
Gray. Robert **469**
Graybar Electric Co **951**
Gray's Distributing Co **982**
Grayson. John **993**
Great A & P Tea Co **476**
Great Atlantic & Pacific Tea Co **450. 957**
Great Lakes Fire & Safety Equipment Co **986**
Green. Ethel W **1068**
Green. Onita **577**
Green. William H **1071**
Greenlee. Beverly **430**
Greentree. Cassandra D **1056**
Gregorich. Carl R., D.P.M. **940**
Gregson. Mary Susan **1057**
Greil. Gerhardt **1053**
Gremo. Edward J **576**
Greyhound Lines—East **982**
Grier. **Otis** *570*
Griffin. Charles **429**
Griffin. Janet **1057**
Griffin. Mary **1062**
Griffin. Nancy **962**
Griffith. Ronald F **437**
Griffith. William F **473**
Grigat. Hildegard **958**
● Griggs. Arnesta **895**
Grigsby. Earl **564**
Grillo. Augusto **935**
Grimes. Gerald A **428**
Grindle. William **457**
Groark. Lawrence **979**
Gross. Henry Walter **422**
Grosse. Michael J **440**
Groth. Livia E **558**
Grove School **471**
● Gruenert. Leah Jean **1019**
Gryezko. Zane **1066**
GTE Telenet Information Services. Inc **457**
Gualdoni. Beverly Kay **1054**
Guerra. Consuelo **958**

Guerrero, Jorge 1067
Guillen. Jose 484
Gulf Oil Co.—U.S. 451
Gulley. Rosemarie C..... 577
Guminski. Mitchell 423
Gunn. Harry E., M.D. 957
Gupta. Vinod K..... 486
Gurley. Edward 432
Guth. James P..... 1061
Gutierrez. Jose S..... 1057
Gutierrez. Mary 574
Gutierrez. Pedro 574
Gutowski. John 566
Guy. Marian 569
Guzik. Joanna 573
Guzman. Domingo 1071
Guzman. Irma 1045

H

Haas, Alicia 979
Haas, Paul J..... 1070
Haasis, Sandra 946
Habib, James S., M.D..... 471
Hacha, Jesus 1055
Haddad, William C..... 1062
Haddadin, Isam A.. M.D. 963
Hadley, Edwin Ray 1056
Hagedorn & Gannon Co..... 448
Hagensee, William G..... 934
Hager, Kathryn J..... 948
Hagerty Catering Co..... 467
● Idaggard. Susan 727
Hahnemann Medical College & Hospital 962
Idale. Janie 561
Idalender. Halina. D.D.S. 443
Haley, Jeanne 432
IHalfway House. Sadie Waterford Manor 980
IHall. Barbara 482
● Hall, Clifton F., M.D. 1

Hall. David J 1054
Hall. Fannie 1055
Hall. Harold 1052
Hall. Joe 482
Hall. Joseph S 1073
Hall. Lula 565
Hallas. Sandra 1073
Hallock. Randy 491
Halm. Janet 485
Halon. Jerzy., ... 571
Halter. Kathryn 421
Hamada Food Stores 469
Hamann The Printer 446
Hamblen. Carolyn G 427
Hamill. Chester J 943
Hamilton. Alberta 563
Hamilton. Ann 467
Hamilton. Hattie. 561
Hamilton. James 483
Hamilton. Michael T 1048
Hamilton. Robert E 481
o Hamilton. Wanda K 1023
Hamilton Chevrolet Oldsmobile 970
Hamlin. Robyn L 564
Hammack. Bruce C 486
o Hammer. Tamara L 850
Hammond. David B 559
Hampton. Lillie 559
Hampton. Louis 559
Hampton. Vernon 558
Hampton. Willie 1067
Hampton Business Machines Co 472
Hand. Gregory James 559
Haney. Mary Ann 935
Hangartner. Teri Lee 561
Hankins. Joseph A 435
Hanley. Patricia 486
Hanna. John H 574
Hannin Roofing & Sheet Metal Co 446
Hanrahan. Thomas P 958
Hansen. Robert J 427

Hanson. Gary A 483
Hanson. Gary A., M.D. 461
Hanson. John M 970
Hanson Construction 454
Harbin. David A 1052
Harbin. Dawn 943
Harbison. Charles G 438
Harcar. Mark 576
Harcourt Brace Jovanovich. Inc 972
Hardaway. Leon 939
Harden. Mary 421
Hardin. Katherine B 489
Hardin. Willie Mae 1058
Harding. Edward 1060
Hardy. Estelle 1064
Hardy. J.W., D.D.S 947
Hardy. Raymond 1071
Hargrove, Hazel 941
Harkins. Lavon 1058
Harm. Nancy 996
Harms. Harm 995
Harnett. Michael J 939
Harp. Otis D 972
Harper. Bobby 577
Harper. Robyn K 936
Harrell. Richard L 945
Harrington. Ernest 1055
Harrington. George 933
Harrington. Judith 948
Harris. Amy 969
Harris. Bessie Mae 1071
Harris. Danner 1046
Harris. Donald H., Sr 1049
Harris. Eric 426
Harris. Ernesteine 1049
Harris. Gerald R 422
Harris. Harley 560
Harris. Hazel 485
Harris. Kimberly 1049
Harris. Larry 483
Harris. Llewellyn 437

Harris. Margaret 560, 1049
Harris. Marie A 950
Harris. Mona R 442
Harris. Napolean 493
Harris. Nellie 561
Harris. Oralene 1049
Harris. Paul R 1.049
Harris. Pearline 1056
Harris. Rosa 1050
Harris. Sanford Norman 940
Harris. Scott D 997
Harris Corp 966. 972
Harris Data Communications. Inc 445. 446. 449
Harrisburg Clinic 946
Harrison. Charlotte 1064
Harrison. Eddie Pearl 1056
Hart. Linda Ann 950
Harte. William J., Ltd 940. 945
Hartig. Linda L 949
Hartley. Joe C 1068
Hartman. Mary 1072
Hartman. Owen W 433
Hartnett. Ann Marie 984
Hartnett. James P 984
Hartnett. Michael J 995
Harvey. Kathryn 1064
Harvey. Mary Lynn 949
Harvey. Olive. College 957
Harwell. Claudia 421
Harwood. Gloria L 1058
Hase. Barbara 421
Hason. Fario 1046
Hassan. Janet R 427
Hastings. Margaret M 437
Hattar. Jiries 1044
Haus. Siegfried R 1071
Havdala. Henri 987
Haverhals. Bernice A 422
Haverman. JohnE., Jr 576
Hawkins. Annie 1052
Hawkins. Gary Keith 492

Hawkins. Lonnie J **1048**
Hawkins. Louise B **573**
Hawkins. Mary C **949**
Hawkins. Nancy L **565**
Hawkins. Reginald A **1070**
Hawthorn Mellody Farms **811**
Hawthorne. Glen **558**
Hay Associates **472**
Hayden. Sandra K **949**
Hayes. Clarence **484**
Hayes. Ernest. Sr **560**
Hayes. Gloria **578**
Hayes. Virginia E **422**
Haynes. Alcinda J **949**
Haynes. Barbara Ann **1046**
Haynes. Earnest **562**
Haynes. Kenneth E **934**
Haynes. Robert **1061**
Hays. Esther **490**
Haywood. Alonzo **570**
Hazel. Timothy **433**
Head. Eugene R **996**
Health Care Service Corp **979**
Healy. Janet **429**
Healy. Stephen K **985**
Heaney. James **558**
Heard. Armand **1059**
Hearn. Alvester **491**
Hearn. Gary L **564**
Hebard. Gil. Guns **982**
Hecht. Lorraine M **980**
Heckenkamp & Simhauser. P.C. **494. 969**
Hedberg's Office Equipment **473**
Hegg. David L., M.D. **960**
Heil & Heil Insurance Agency **941. 963**
Heinemann. Marybeth **438**
Heiney. Joyce **452**
Held. Jerry K **996**
Held. Michael L **997**
Helgeson. Arlene M **563**
Helix. Jerry Shutt **965**

Heller. Argelia. M.D. 967
Helm. Dolores J 472
Helton. Elizabeth L 949
Hemp. Barbara L 488
Henderson. Curtis 1000
Henderson. Joseph M 995
Henderson. Norman 435
Henderson. Ronnie 992
Henderson Obstetrics. S.C 939
Hendress. Ruth L 432
Hendron. Eva L 576
Henebry. William F., M.D 460
Heney. Edithe T 1051
Hennings. Bonnie E 1055
Henriksen. David K 478
Henry. Denise M 945
Henshaw Newspaper Delivery 959
Henson. Ronald 965
Henson Plumbing & Heating 472
o Henson Robinson Co 309
Henson Robinson Co 982
Hepperle. Quynh Anh (Tran) 460
Herbert C. White & Co 482
Herdenberg. Mary 564
Herdenberg. Ralph S 564
Heredia. Jose A 1043
Heredin. Marcelino 1045
Herman. Frederick 573
Hermes. Roger A., Jr 562
Hermle. Joseph T 1070
Hermosillo. Jose M 1054
Hernandez. Angel 422
Hernandez. Bernardo 566
Hernandez. Charlene Jesse 1046
Hernandez. James R 1072
Hernandez. Linda 1056
Herrera. Conrado 1055
o Herrick. Elizabeth T 928
Herron. Fred. Jr 487
Herron. Leslie 1056
Herron. Lewis 1056

Hertz. Noel 452
Hertz Corp 959. 971
Hetrick. Gerald B 1058
Hewing. Darryl D 1071
Hewitt. Niel P 288
Hewlett Packard 474
Hewson. Patrick 456
Heyward, James 1066
Hibbs. Katherine 1065
Hicklin GM Power Co 960
Hickman. Jennifer 948
Hicks. Charlene A 488
Hicks. George 562
Hicks. Marion 1064
Hicks. Sammie C 971
Hickson. Myrtle 936
Highland Hospital 451
Highsmith. Jeffery L 996
Hight. Lynae H 939
Hightower. Gary. Jr 1063
Hill. Barbara 429
Hill. Carrie 434
Hill. George Lowell 998
Hill. Roosevelt 944
Hill. Bob. Sales & Service. Inc 454
Hillard. Evelyn Marie 561
Hillhaven Center 977
Hilliard. Arlene R 1048
Hilliard. Hattie 1048
Hillier Storage & Moving Co 459
Hillman, Jeanne M 440
Hillside Nursing Home. Inc 933
Hillyer. David M 996
Hilt. Cindi 468
Hilt. Lorri Sue 468
Hilton. Jeanne A 489
Hinckle. Charles 993
Hinckley & Schmitt 468, 954, 996
Hines. Geniver Terrell 1056
Hines. Terrence H 479
Hinman. Sharon 490

Hinterlong. James E 472
Hinton. Leonard 935
Hirte. Terry L 427
Hiser. Marybelle 1059
Hitchcock. Harry H 996
Hite. Clarretta 564
o Hitt. Marion Dennis 798
Hitz. Concetta M 419
Hoard. Charles Stephen 483
Hobbs. David 481
Hobbs. Mitzi 481
Hobbs. Robert 562
Hobbs. Willie 1049
Hobert North Welding Supply 971
Hobson. Willie J 484
o Hodge. Beulah 1016
o Hodge. Daniel 50
Hoe Supply Co 442
o Hoel-Steffen Construction Co 108
Hoff. Paula 440
Hoffman. Janet Rowe 987
Hoffman. Otto C., Jr 566
Hoffman. Paul E 1058
Hoffman. Sidney M 1058
Hofmann. Anna M 1060
Hofmann. Marie L 1060
Hogan. Alice Lee 1061
Hogan. Lucy 1067
Hogue. Gertrude 1065
Hogue. Maurice 996
Hogy. James E., Sr 1059
Hohmann. John M 488
Holder. Dorothy 932
Holder. Helen 949
Holiday Inn 470
Holiday Inn of Carbondale 967
Holiday Inn. Chicago. Lake Shore Drive ... 452. 471
Holiday Inn. CSU 471
Holiday Inn of East Peoria 472
Holiday Inn—1-57 470
Holiday Inn of Moline 979

Holiday Inn. Urbana 472. 966
o Holland. Edward 351
Holland. Edward 484
Holland. Karen Sue (Fulcher) 461
Holland. Raymond 1044
Hollars. Harold. Sr. (Mrs.) 1052
Hollaway. James L..... 1057
Holley. Patricia 1071
Holliman. Elbert. Jr..... 568
o Hollis. Paul G., Jr..... 86
Hollowell. Mack W., M.D., S.C. 466
Holly. Gloria 956
Holman. Doris 1056
Holmes. Chester 992
Holmes. Diane M..... 1058
Holmes. Don J..... 1000
Holmes Serum Co..... 958
Holz. Kenneth A., D.D.S. 472
Home Health Service of Chicago
South. Inc..... 434. 954
● Home Indemnity Co..... 657
Home Intervention Systems. Inc..... 953
Homer. Albert M..... 996
Hondras. Verlena 1050
Honeywell. Inc..... 454, 470, 988
Hoof. Wilson 492
Hooker. Mable 1072
Hooks. Nola 935
Hoover. Danny L..... 431
Hopfner. Pamela W..... 1051
Hopke. Michael E..... 574
Hoppe. Thomas 434
Hopper. Allen 1046
Hopper. Daniel R..... 995
Hopson. Derrick 487
Horder Management Corp... 465, 468, 946, 955, 982
Horkovy. Bernice S..... 561
Horn. Priscilla 953
Horn. Robert E..... 486
Hornberger. Edward J..... 440
Hornburg. Arthur 1069

Horne. Juanita 1072
o Horner. Larry 762
Horton. Eugene 1000
Horton. Leroy 1054
o Horvat. John 535
Hoskins. Anthony 1048
Hoskins. James L., Jr 429
Hough. Earl 994
Householder. A. L 1057
Houskin. Leona 1054
Howard. Carol A 420
Howard. Jeanita Daeniel 1044
o Howard. Johnny Mae 542
Howard. Luberda 1051
Howard. Sarah L 1051
Howard Uniform Co. . . 433.435.458.460.465.466.
.....470.471.472.473.474.475.476.477.478.479.
..... 944, 945, 961, 967, 974, 980, 981
Howe. James G 945
Howell; Delphine 564
Howell. Mary 423
Howze. Walter. Jr 559
Hoyt. Michael 1058
Hromek. Diane 942
Hromek. Diane & Associates. Inc 454, 463
Hromek's. Diane. Court Reporters. Inc 985
Hubbard. Kenneth 561
Hubbard. Michael 558
Hubbard. Sandra K 563
Hubbard. Sharon M 949
Huber. Bonita 1054
Huber. Charles R., Sr 1057
Huber. Pamela S 482
Huber. Raymond 1054
Huber. Timothy J 482
Huber Boys' Home 969
Huber Pontiac Subaru. Inc 430. 454
Huberty. Thomas R., M.D 469
Huckleberry. Martha 972
Hudelson Baptist Childrens Home 973

Hudgens. Geneva 487
Hudson. Bruce E 560
Hudson. Eugene W 1064
Hudson. Laura 1054
Hudson. Minnie 973
Huffman. Charles H 1058
Huffman. Charles W 938
Hughes. Danny 982
Hughes. Earline Woods 1057
Hughes. Marilyn 426
Hughes. Randy 1060
Hughes. Robert. 995
Huie. Evelyn F 1050
Hull. Barbara 1046
Hull. Reguetta 1046
Hullett. Joan 561. 1045
Humber. Richard 947
Hume. David G 968
Hummel. Ruth 487
Humphrey. Fred. Jr *568*
Humphrey. Gail R 1050
Humphrey. Harold L *568*
Humphries. Henry 563
Hung. John Paul. M.D., S.C. 452
Hunt. Mary L 948
Hunt. Milton S 996
Hunt. Patricia 1048
Hunter. Barbara Lee 1070
Hunter. Juliette 1051
Hunter. Mae Katherine 562
Hunter. Willie J 440
● Hupka. Scott 581
● Hurst. Allen. Jr 589
Hurt. Taivo 430
Husmann. Frank R 452
Huston-Patterson Corp 982
Hutchesson. Nina M 563
Hutchison. Steven Walter 1072
Huttenbauer. E. & Son 958
Hyllen. Marion R 575

I

I.K.T. Service. Inc 967
Ibarra. Manuel 1055
IBM ... 430.434.438.452.462.465.467.470.471.472
..... 935, 936, 937, 945, 951, 953, 958, 966
IBM Corp 945.979. 980
Ideal Bargain Centers 957
Identatronics. Inc 466
Ihlanfeldt. Karin C 941
o IIT Research Institute 150
Ijitola. Alaba Zach 1063
Ilardo. Marilyn 1045
Illini Hospital 454
Illinois Agricultural Association 970
Illinois Ayres Oil Co 942
Illinois Bell 939
o Illinois Bell Telephone Co 148
o Illinois Bell Telephone Co 264
● Illinois Bell Telephone Co 345
Illinois Bell Telephone Co .... 426.432.455. 456.457.
..... 466, 473, 476, 944, 954, 956, 964, 973, 978, 983
Illinois Central Gulf Railroad Co 946
Illinois Consolidated Telephone Co 985. 986
Illinois FWD Truck & Equipment Co 970
o Illinois Heating & Ventilating Co 357
Illinois Institute of Professional
Psychology 944. 974
Illinois Masonic Medical Center .. 429.451. 453.944.
..... 961.973.986. 1069
Illinois Masonic Medical Services 429
Illinois Migrant Council 461
Illinois National Bank of Springfield 986
Illinois National Bank Trust 971
Illinois Nurses' Association 485
Illinois Plumbing & Heating Supply Co 469
Illinois Power Co 455. 952
Illinois Soil & Water Conservation Districts
Association 982
Illinois State University 454, 967, 977
Illinois Supreme Court Committee 458

Illinois. University of **472. 964.965.970. 972. 985**
Illinois. University of. Board of Trustees of the **433.450.459.472.941.952.967.981. 982**
Illinois. University of. Chicago Circle. Board of Trustees **465**
Illinois. University of. Hospital **965**
Illinois Valley Paving Co..... **469**
Illinois Wesleyan University **432**
o Imber. David A..... **830**
Imhoff. John E..... **995**
Infant Welfare Society of Chicago **984**
Informatics General Corp..... **980**
Informatics. Inc..... **972**
Ingalls Memorial Hospital **452.937.956. 967**
Inman. Deborah A..... **948**
Inman. Jean M..... **562**
Inner City Temporaries. Inc..... **451**
Innocentini. Gertrude **1072**
Institute of Logopedics **478**
Interpretive Education. Inc..... **460**
Interroyal Corp..... **477. 978**
Interstate Lumber Co..... **978**
o Iola Quarry. Inc..... **393**
o Iowa State Bank **239**
Ipser. George **563**
Isaac. William **484**
Isenhower. John **1059**
ITT Continental Baking Co..... **988**
Ivkovich. Vladimir **488**
Ivory. Delores **570**

J

o J.J. Altman & Co..... **731**
J.M.C. Mech, Inc..... **971**
● J.M. Corbett Co..... **15**
Jabezynski. Walter **571**
Jack's. Inc..... **980**
Jack's Shell **974**
Jackson. Agnes S..... **486**

Jackson. Andre 938
Jackson. Deborah 563. 943
Jackson. Emmie J 1071
Jackson. Ernest. Jr 1067
Jackson. Floyd D 424
Jackson. George Allan 1053
Jackson. Gregory A 477
Jackson. Hozell 578
Jackson. Jennie 1068
Jackson. Kaaren 1052
Jackson. Kenneth L 1058
Jackson. Mary 1060
Jackson. Mattie 1049
Jackson. Ronald E 491
Jackson. Rosa Mary 949
Jackson. Roy E., Jr 574
Jackson. Theodore 434
Jackson. Virginia 486
Jackson. W. L 566
Jackson. William 427. 429
Jackson County Health Department 473
Jackson Park Hospital 464
Jackson Park Hospital Foundation 449. 967
Jacobs. Jo Ann C 426
Jacobs. R.L., M.D. 448
Jacobsen. Andrew 570
Jacobsen. Sharon 570
Jagmin. Gary. D.D.S. 981
Jain. Kanarmal 968
James. Freddie Joe 937
James. Norma Jean 1059
James. Willie 570
James. Ed. Chevrolet. Inc 965
Jamka. Franciszek 1059
Janak. Theresa 1043
Jandacek. Earl S 987
Janesville Orthopaedic Surgery Group 475
Janevicius. Vincas 996
Janeway. Thomas 488
Jankovic. Milutin 1045
Jannink. Donald J 487

Janowski. Angeline G 1069
Jansen. Karen A 480
Janson Reporting & Record Copy 954
Janssen. Charles 420
Janssen. Richard 490
Janulis. Christopher 1057
Janusweski. Jeff 491
Jaquez. Gloria Garcia 1043
Jarczyk. Janet 938
Jardine's. Inc 449
Jarrett. Eddie L 564
Jarzebska. Damuta. M.D. 945
Jaschick. Dorie 492
Jaskewycz. Anna 564
Jasper. Jessica 1064
Jauregui. Ralph 1067
Jayasanker. M.R., M.D. 475
Jean. Helen Wong 575
o Jeanguenat. William J 75
Jefferies 2011 Clinical Laboratory 421
Jefferson Hearing Aid Corp 458
Jefferson National Bank 421
Jefferson State Bank 481
Jefferson Stationers. Inc 961
Jeffries. Ivory 989
Jendras. Gerard J 570
Jenkins. Emma G 1058
Jenkins. Harry 484
Jenkins. Willie E 1043
o Jenner & Block 878
Jenner & Block 459.460.494. 1000
Jennette. Ann W 481
Jennette. Bernard P 481
Jennings. Gene K., Ph.D. 463
Jennings. Theodore E., O.D. 944
Jensen. Ramona S 950
Jersey County Farm Supply Co 970
Jersild. Harold J 984
Jeter. Sylvester 427
Jewish Federation of Metropolitan
Chicago 445. 987

Jezek. Agnes 575
Jimenez. Israel 566
Jimenez. Louis 1068
Jimenez. Luis 1067
Jimenez. Petra 569
Jimerson. Marshall L 1066
● Jobe. Louise E 404
Jocelyn. Ronald W 564
● John D. Simpson Construction Co 202
Johnson. Andrew 1047
Johnson. Ann 944
Johnson. Archie T 1045
Johnson. Brenda 573
Johnson. Christine E 435
Johnson. Dayton. Sr 995
Johnson. Derrick P 420
Johnson. Doris L 560
Johnson. Earley 429
Johnson. Eddie J 1046
Johnson. Eddie Lee 577
Johnson. Elizabeth C 567
Johnson. Eva M 1069
Johnson. Gerald 565
Johnson. Grayland 993
Johnson. Harold 565
Johnson. Hazel 575
Johnson. Howard 567
Johnson. James 561
Johnson. James O 1061
Johnson. Jerry 934
Johnson. Joe 1070
Johnson. Johnny. Sr 1045
Johnson. Joyce M 1044
Johnson. Juanita 567
Johnson. Karen 996
Johnson. L.P., M.D. 941
Johnson. Larry 950
Johnson. Lottie 569
Johnson. Lula 558
Johnson. Mae 574
Johnson. Marjorie 564

Johnson. Mark H 433
Johnson. Martha 1061
Johnson. Oscar. Jr 1046. 1047
Johnson. Pamela 987
Johnson. Prinnie 490
Johnson. Quincolia 424
Johnson. Robert 1046
Johnson. Robert (Wakefield) 948
Johnson. Ruth E 422
Johnson. Shirley Gail 567
Johnson. Thelma 1068
Johnson. Vera 570
Johnson Controls. Inc 463
Johnson Rents. Inc 447
Johnston. Keith C 997
Johnston. Kenneth C 438
Joint Commission on Accreditation
of Hospitals 455
Joliet Barber College 454
Joliet Industrial Clinic. Ltd 434
Joliet Junior College 958
Joliet Radiological Serv. Corp 979
Jolly Fun House Playschools. Inc 971
Jones. Anita F 1065
Jones. Anna Lee 560
Jones. Beatrice W 950
Jones. Casey. Dodge 440
Jones. Charles 933
Jones. Claude Arthur 1063
Jones. Cynthia 1050
Jones. Daniel 431
Jones. Deborah A 460
Jones. Dorothy L 1050
Jones. Earl Williams 1065
Jones. Floyd Esther 571
Jones. George 572
Jones. Henry 1068
Jones. Juanita M 429
Jones. Kathy A.E. 446
Jones. Leona 46
Jones. Lexaus C 487

Jones. Loretta 487
Jones. Mamie 576
Jones. Maurice S..... 1073
o Jones. Regnal J..... 691
Jones. Rosemary 573
Jones. Rosie L..... 564
Jones. Ruby M..... 1072
Jones. Sara J..... 493
Jones. Versie L..... 559
Jones. Zdattone U..... 1058
Jonker. Patricia Riley 560
Jordan. Beverly Louise 577
Jordan. Dennis T..... 1067
Jordan. Velma 1046
Jordan. William L..... 420
Jose. Deatra A..... 487
Joseph. Hugh. Adm..... 494
Joseph. Samuel W..... 1054
Joyce. John Leo 988
Joyner. Ronald W..... 994
Judicial Digest Institute. Inc..... 460
Julian. Betley & Assoc..... 989
Juneau Academy. Inc..... 969. 970
Jurs. Stephen 1050
Justich. Mark A..... 576

K

K Mart 3323 454
K Mart. 3409 962
Kaboli. Constance J..... 571
o Kafka. Edward M..... 737
Kaidell. Wanda L..... 421
Kaiser. Herbert S..... 934
Kaiser. Mathew 934
Kaleidoscope. Inc..... 474
Kaminski. Norman J..... 573
Kammes. David L..... 441
Kankakee Industrial Supply Co..... 425. 465

Kankakeeland Community Action Program. Inc 425. 444
Kansook. Varunee 998
Kanzler. David L 942
Kapelusz. Shirlee B 569
Kaplan. Gerald. M.D 959
Kaplan. Sidney J., M.D., S.C 982
Kappler. Samuel E 936
Kappler. Wesley R 936
Kappmeyer. B.C., M.D. 975
Karagias. Christopher J 573
Karch Construction. Inc 933
Karljolic. Barbara 1056
Karoll's. Inc 445.451. 455
Karr. Jeffrey T., Ph.D 973
Kasch. Kathleen 426
Kase. James P., M.D. 435
Kasley. William L 977
Kasoski. Ali 568
Kasper. Catherine. Center 960
Kasperski. G 449
Kasvekar. Vithal Y.. M.D. 457
o Katrein. Daniel 340
Kaufman. Pauline S 476
Kay. Gertrude Ursula 1052
Kazmierski. Judith 950
Keegan. Harold R., M.D., Ltd 969
Keeling. Terry A 1073
Keene Corp 478
Kein. Michael P 1060
Keith. Janice Stalker 994
Keith. Mollie 421
Keith. Roscoe 1067
Keith. Susie 1067
● Kelleher. James 169
Keller. Dorothy M 576
Keller. Kenneth 441
Kellerman. Dennis M 1072
Kellett. Don C 1066
Kelley. David M 1059

Kelley. Dowell V 1064
Kelley. Linda Sue 949
Kelley. Lurena 562
Kellner. H.J 963
Kellner. Lawrence R 572
Kellogg. Carolyn L 949
Kelly. Dennis M 476
Kelly. Jonathan R., M.D 980
Kelly. Juanita 421
Kelly. Larry A 481
o Kelly. Patrick J 56
Kelly Service. Inc 952
Kelsey. Bill 491
Kelsey. Helen L 1066
Kemp. Mary L 1048
o Kemper. Harold 144
Kendall. Doris 576
Kendall Family & Youth Services 435. 468
Keneipp. Kelly 480
Kennan. Vincent J., Sr 1073
Kennedy. Lt. Joseph P., Jr., School 447. 461
Kennedy. Lt. Joseph P., Jr., School for
Exceptional Children 459.477.963. 987
Kennedy-King College 476
Kent Industries 453
Kenton Locksmith Supplies 423
Kepchar. Alexis J 1052
Kerley & Henry. P.S.C. 984
Kerr. Joan 485
Kerr. N.G. & Co 974
Kesner. Louis 433
Kestufaskie. James M 481
Key. Carrie Bell 1046
Keys. Carrie Dale 492
Keys. David G 481
Keys. Harriet 427
Keys. Shirley K 481
Keystone Laundry Machinery Co 467
Keystone Printing Service. Inc 956
Khamphouy. Surusak 1049
Khanukovich. Jacob 571

Kickstein. George William 1045
Kidawa. Stanley 1065
Kidd. Susie 1061
Kiddie Haven & Little Boy Blue Nursery 446
Kiddie Kollege 450
Kielty. Bridie M 575
Kielty. James P 575
Kil-Bar Electric Co 482
Kiley. James W 979
Kiley. Ralph F., Estate of 951
Killen. Barbara 426
Kilpatrick. Roberta 442. 491
Kiltz. Walter K 485
Kim. Bok Lee 1068
Kim. Kwang Nam 1063
Kimes. Douglas 564
Kimmel Auto Supply. Inc 471
Kincaid. Charlotta 936
o Kinder. Gayle 549
King. Darnel1 561
King. Gale Allen 489
King. John P 978
King. Patricia 1066
King. Rex 560
King. Lee & Partners 990
King. Lee & Partners. Inc 459
Kinkelaar. Louis E 431
Kippenhan. Verna M 1059
Kisellus. Eugene V 459
Kishwaukee College 479
Kitchen. Carla 572
Kitchen. Johnnie Bee 565
Kizart. Beatrice 566
o Kizer. James S 533
Klaus Radio. Inc 423.443. 978
Kleifield. Barbara 432
Kleifield. Jerome 432
Klein. Donald Charles 490
Klienman. John 488
Klimara. Rose 571
Klimek. David B 574

Kline. F.W. & Sons. Inc..... 976
Kline's' Dept. Store 965
Klingberg Schools 93.3. 951
Klock. Mark S.. 1063
Klothes-Out. Inc..... 962
Knauer. Kim E..... 875
Knee. Oliver 1050
Knell. William L..... 934
Knezevich. Deja 981
Knickerbocker. Carrie 943
Knight. Dorothy 575
Knight. Earl 1045
Knonasweski. Margaret 1065
Knop. Gary 427
Knop. Kenneth R..... 492
Knowles. James. Jr..... 568
Knox. Andrew L..... 442
Knox. Charles E..... 440
Knox. Hosea 1048
Knox. Patricia A..... 948
Knox County Mary Davis Home 423
Koa. L.K. Chy. M.D. 472
Koenig. John L..... 1068
Kogan. Randye Ava 576
Kohli. Sheroo. M.D. 969
Kolar. Jane F..... 564
Kolb. Hans 570
Kolba. James R..... 487
Koldys. Kenneth W., M.D. 986
Kolesiak. Charlotte P..... 565
Kolker. Charles. Jr..... 446
Komaiko. Peter M..... 976
Komar. Jerome B..... 990
Komers. Beverly A..... 1057
Komosa. Linda 577
Konen. Sally Ann 1072
Konewko. Michael R..... 427. 445
Konrad. Kenneth Wayne 491
Kooyenga. Henry Allen 1060
Kopco 972
Koprowski. Richard 569

Kornaus. Antonia 1051
o Korneder. Virginia 1001
Kort. Stephan 1049
Korwek. James R 575
Kosinski. Dennis S 493
Kosinski. John F 1066
Koskela. Michael A 1071
Kostopoulos. Penelope 1047
Kotkowski. Maria 564
Kotrba. Sophie M 565
Koval. Michael A 488
Kozacek. Victoria 941
Koziol. Josephine A 479
Kozlarek. Lottie B 1055
Kozma. Joseph J., M.D 482
Kozyckyj. Mykola 571
Kramarz. Edward F 978
Kramer. Ilene., ... 434
Kramer. Jeffrey. M.D 477
Krawec. Michael. 562
Krepel. George H., Jr 438
Kresser Motor Service. Inc 943
Krest Medical Lab. Inc 954
Kresst Medical Lab. Inc 984
Krieger. Paul P 558
o Krill. Jane 552
Krivitzky. Anita G 420
Kroeschell Engineering Co 954
Kroger #642 477
Kroll's. Inc 476
Krueger. Brian L 997
o Krueger. Emily 736
o Krueger. Richard 736
Kruger. Beverly A 431
Krump. John T 997
Kryfka. Christopher 428
Krygsheld. William R 978
Krystyniak. Lewis S 1056
K's Maintenance & Supply Co 981
K's Merchandise Mart 477
Kubale. Micheleen 570

Kuca. Timothy 996
o Kueltzo. Jeffrey 169
Kuhl. Dorothy Ludgwig. M.D 953
Kuhn. Isabelle 571
Kukla. Michael F 450
o Kultgen. Norman 204
o Kultgen. Terry 204
Kuntu. Virgie Lee 569
Kunz. Robert 442
Kurnik. Robert Casimir 566
Kurtock. Charles W 489
Kutty. Ahamed. V.P., M.D. 989
Kuykendall. Tim 995
Kyle. Mary C 570

L

L & E Furniture 971
L & L. Inc 964
L & M Builders 971. 979
La Fontaine. Gisela 437
La Petite Academy 446
Labarre. Alfred B 998
LaBelle. Mary 565
LaBon. James M 996
Lacey. Bernice 570
Lacis. Janis H 433
Lacoco. Diane 1050
Laga. Dawn 452
Lair. Elizabeth L 950
Lair. Janice M 438
Lake. Angelo 563
Lake Bluff/Chicago Homes for Children 474
Lake County Community Action Project 968
Lakeview Medical Center 440
Lakhanpal. Raj Kuman 972
Lamacki. Walter 993
● LaMasters, William Roy. Jr 90
Lamb. Michael J 563
Lambert. Freddie 487

Lambs Residence #2 463
Lamell. Gabriella Starker 480
Lamon. John D 954
LaMore. Leona 487
Lampkin. Mary E 434
Lancaster. Ethel E 1046
Land of Lincoln Goodwill Industries. Inc... 473. 956
Landauer. Judith C 422
Landes. Diana L 487
Lane. George J 572
Laney. Gary 1068
Lang. S. David. M.D 966
Lange. Hulda 1043
Langlois. Edward 1057
Langone. Joseph P 569
Langston. Eugene 993
Lanham. Ricky G 989
Lanier Business Products. Inc 440. 454
Lapa. John A 1054
Lapidos. Ralph 950
Lapointe. Eamonn L 574
Lappin. Ralph H., Jr 933. 1000
Larkin Home for Children 457.469. 985
Larks. Bertha M 1063
Larocca. Rocco T 560
Larocca Associates. Inc 978
Larry's Paint Shop 981
Larson. Mary E 948
Larson. William A 936
Las Pinas. Alejandrino 1059
Las Pinas. Conrada 1059
o LaSalle National Bank 172
o LaSalle National Bank 314
LaSalle School of Beauty Culture 937
Lascola. James W 1060
Lasley. Jackie 950
Lathan, Duane L 1066
● Latin American Task Force.
Robinson-Turner Joint Venture 152
Latorre. Michael 998
Laughlin. Lonnie. M.D. 944

Laughlin. Nellie G..... 569
Laury's Discount Records 482
Lauterbach. Peter C..... 1057
LaValle. Blanche L..... 560
Lavery. Georgena Ley 1073
Law Enforcement Equipment Co..... 479.963. 970
Law Offices of Richard K. Bates 474
Lawlor. Marie M..... 933
Lawrence. Claude 998
Lawrence. Clifford L., Sr..... 950
Lawrence. David 962
Lawrence Hall School for Boys 452
Lawrence. R.D., Construction Co..... 456. 969
Lawrentz. Randall M..... 433
Lawson. Herbert 575
Lawson. Sallie 575
Layden. Marjorie J..... 1045
Laymon. Jerry D..... 997
LeVine, Marvin W..... 939
Leach. Ralph 1064
o Leahy & Leahy 895
Leahy & Leahy 460
Leamon Ambulance 939
Lease. Sophie..... 1061
Lederman. Sam 475
Lee. Andrew. Jr..... 487
Lee. Charles 1045
Lee. Dave 938
o Lee. David Chang. M.D..... 332
Lee. Hangjai 431
Lee. Hyun Mo 431
Lee. Juanita 491
Lee. Myung Sook 431
Lee. Patricia C..... 435
Lee. Young M., M.D..... 982
Lees. Darlene..... 568
Leesman. Virgil 490
o Legal Assistance Foundation of Chicago 895
Legal Assistance Foundation of Chicago 1000
Lehmann. Jeanne 1071
Lehmann. Peter 1071

Leibich. Tom **1068**
Lein LP Gas Co **445**
Leiser. Clara **560**
Leitherer Body Shop **970.975. 980**
Leland. Douglas C..... **986**
Lemberger. Michael J..... **434**
Lemke. Margaret **981**
Lemmer. Patricia **569**
Lemon. Camy J..... **1046**
Lemon. Ethel L..... **944**
Lemons. Edward **935**
Lemons. Wesley **562**
Lemos. J. C. Espino **560**
Lenci. Patricia A..... **1066**
Lendman. Marcia **949**
Lenger. Diane M..... **994**
Lenior. Paris..... **570**
Lenski. Kathleen M..... **442**
Lenton. Jeff. Jr..... **577**
Lenzen. Joseph **H**..... **1069**
Leo. David J..... **576**
Leonard. Johnie **563**
Leonard. Lena **563**
Leone. Margaret M..... **491**
Lerco. Inc..... **461. 467**
Lerma. Fransisco J..... **560**
Lesh. Donald **486**
Lester. Corrie M..... **569**
Leupold & Stevens. Inc..... **965**
Levan, Cathy Ellen **1062**
o Levens. Barbara Johnson **180**
Lever Brothers Co..... **988**
Levin. Albert C..... **971**
o Levine, Blossom **836**
Levy. Janice **559**
Lewis. Clifford J..... **560**
Lewis. David **441**
Lewis. Donald **R**..... **563**
Lewis. Edward **939**
Lewis. Frances Mae **492**
Lewis. Marlene **561**

Lewis. Praythion 1049
Lewis. Robert E 952
Lewis. Rosie Lee 1.061
Lewis. Tyrone 993
o Lewis University 93
Lewis University 980
Lexington House Corp 420
Liberman. Robert. O.D. 975
Liberty Family Discount Drugs 963
Library Petty Cash Fund 961
Liebich. Thomas 1045
Liedtke. Steven T 997
Liese. Vivian E 446
Lietz. Frances 482
Life Printing & Publishing Co 468
Lifonti. Ruby L 480
Liggins. Tyrone 493
Lighthart. Diana Louise 572
Limback. Carolyn 948
Linam. George 933
Lincoln College 473
Lincoln. Sarah Bush. Health Center 450. 935
Lincoln Transfer Co 433
Lincolnland Pre-School 952
Lind. Arlene. 1070
Lindeman. Louella J 1055
Lindsay. Everett. Mrs 947
Lindsey. Josephine 1073
Lindsey. Regina 943
o Lindsey. Schlintha 1031
Lindstrom. Duaine E 1066
Lindstrom Travel Bureau 980
Linkogle. Leo 422
Linkon's Auto Supply Co 431
Linnear. Abraham. Jr 1053
Linox Welding Supply Co 967
Lipinski. David J 1071
Lippitz. Herbert A., D.D.S., Ltd 467
Lipps Construction Co 458
Lipschutz. Harold. M.D. 946. 981
Lipscomb. Jessie 562

Little. Donna J 943. 944
Little. Phyllis M 1071
Little Angels Nursing Home 975
Little City Foundation 471.955.974. 977
Littlefield. Daniel 561
Littwin. William L 1048
Livesay. Sadie 1069
Livingston County State's Attorney's Office 946
Llorens. Kim 1048
Lloyd. Carole 428
Lobello. Margaret 464
Locke. Charles 998
Lockhart. Robert A 441
Lockport Steel Fabricators. Inc 963
Lockport Well & Pump. Inc 452
Lodec. Inc 989
Lodgaard. Carroll A 420
Loeffler. Dorothy Mae 986
Loera. Santos 566
Logan. Neil. Ph.D. 456
Logan FS. Inc 977
Logan. John A., College 467
Lombardo. Maria Nina 570
London. Cornell 1045
London. Nathaniel 492
Londrigan & Potter. P.C. 455
Lonergan. Susan D 971
Long. Brian 574
Long. Gerald H., D.V.M. 476
Long. Thelma 748
Long. William L 431
Long Chevrolet. Inc 966
Longstreet. Condal 562. 1045
Longstreet. Robert L 428
Lonzo. Barney 946
Lopez. Beneva 491
Lopez. Edward R 569
Lopez. Hector 566
Lopez. Humberto 1063
Lopez. Ignacio 569
Lopez. Irene 1070

Lopez. Josefina 1073
Lopez. Juan A..... 1064
Lord. Jimmy 489
Lord. P.K., Wholesale Meats 449
Loretto Hospital 445
LoRusso, Nick 1061
Losch. Janet A..... 440
Loseff. Herbert S., M.D., Ltd..... 469
Loseth. Per 969
Lott. David 935
Lott. Freddie Lee 934
Loucks. Ruby 1067
Loudermilk. Susan Rodd 1068
Loughnane. Laurel 488
● Louis. Urban J..... 741
Lovett. Harding 1067
Lovinggood-Horn Laboratories. Inc..... 456
Lovstad. Dennis J..... 1052
Lowe. Leslie Allen 569
Lowe. Wilma 570
Lowell's 459
Lower. Elvie A..... 1051
Loyal. Sarah L..... 445
Loyd. Archie 1058
Loyola Medical Practice Plan 443.981. 982
Loyola University 421
Lu. F.C., M.D., S.C..... 460
Lucadello. Michael 562
Lucadello. Robert 562
Lucas. Billy 431
Lucas. Muriel C..... 573
Lucas. Ora Lee 935
Lucien. Rudolph 937
Lucina. Pedro A., M.D. 976
Lue. Chargn Jia. M.D. 467.954. 960
● Lulkowski. Barbara 1040
Lund. Carl E..... 493
Lunde Truck Sales. Inc..... 452
Lush. Jennie M..... 1072
Lutheran Child & Family Services 957
Lutheran Social Services of Central Ohio 957

Lutheran Social Services of Illinois ..... 444.478. ..... 964.974. 979
Lutker. Jerry L 487
Lydia Children's Home 449
Lydia Home Association 449. 957
Lydon. Helen G 419
Lymas. George A 481
Lynch. Anita 560
Lynch. Arthur M 566
Lynch. Gerald E 995
Lynch. Joann. Mrs 932
Lynch. Nancy 1047
Lynch. Samuel Ray 1045
Lynch Engineering. Inc 960

M

M & D Printing Co 959
M. & E. Alstot. March & Guillou. Inc 125
M.I. Ford. Inc 962
M.J. Kellner Co 963
Ma. Nghia D 961
Ma. Thomas 973
Maas. Richard C 491
McAdoo. Leigh F 996
McAllister. Judy 440
McAllister, L. V 559
McArthur. Keola 1046
McBride. Clementine 1070
McBride's Express. Inc 982
McCall. Hattie S 558
McCall. Sandra June 574
McCann. Mary 575
McCarron-Dial Systems 959
McCarthy. Jerome 169
McClain. Edward 554
McClellan. Ellen R. Annable 995
McClellan. Terry K 445
McClinton. Lee 1059
McCloskey. Gloria J 1051

McCollister. Lois 434. 492
McConathy. Leroy 561
McCook. Stephen C 567
McCool. Eddie 1043
McCord. Peggy 1057
McCord Tire & Supply Co 955
McCorkle. Charles. Jr 985
McCormack. Sharon R 937
McCormick. Markus T 944
McCormick. Wanda 948
McCoy. Allen E 1056
McCoy. C.L. 1048
McCoy. Helen 1052
McCoy. Helen A 1019
McCoy. Karen M 488
McCracken. Davis 992
McCracken. Helen 432
McCray, Bernice 1063
McCullor. Lovie 1073
McCullough. Inez 1060
McCullough. William 559
McCutchan Publishing Corp 471
McDaniel. Esther 560
McDermott. Michael 565
McDonald. Barbara J 487
McDonald. Jennifer Martin 569
McDonald. Kathy 946
McDonald. Louis J 558
McDonough. Lawrence 486
McDonough County Rehabilitation Center 451
McDougal, Opal C 1066
McDowell. Randall J 1056
McEwen. Ronald J 566
McFarlane. Beverly 936
McGaw. Foster G., Hospital 458
McGee. Barbara L 1058
McGee. Randy 430. 433
McGee. Robert 489
McGowan. Hugh D., M.D. 475
McGowen. Harold E 1048
McGrath Office Equipment. Inc 453. 477

McGraw-Hill Book Co..... 457
McGraw-Hill, Inc..... 462. 473
McGuiggan. Percy J..... 938
McGuire. Lawrence W..... 431
McGuire. Timothy P..... 561
McHaney. Don Ray 571
McHaney. Margaret 1071
McHenry County Mental Health Board 961
McHenry Hospital 968
McIntosh. Jacqueline S..... 573
McIntosh. Margaret 1058
Mack. Charles L..... 1049
Mack. Murry 491
Mack. Robert..... 934
Mack. Robert L..... 558
Mack. Sheldon Richard 1051
McKee Chicago Door Co..... 976
McKeever. Alice 1067
McKeever. Eddie 1067
McKeever. Eddie R., Sr..... 1070
McKenna. John 481
McKeown, John Joseph 1051
McKeown, Rita 1051
Mackey. Roosevelt 490
Mackey. Rosie 490
McKinley. Daryl 424
McKinley. Michael Kenton 574
McKinley. Ada S., Community Services. Inc.... 942
McKinney. Arlene 558
McKinney. D.W., Dr..... 973
McKinney. Terry 488
McKnight, William 340
Mackowiak. William 315
McLain. Terry L..... 934. 940
McLean County Disposal Service. Inc..... 461
McLean County School District No. 5 69
McLean County Service Co..... 984
McLelland. Rita 1058
McLynn. Michael J..... 561
McMahon, Rose M..... 429
McMahon, William 429

McManus. Edward 505
McManus. Michael 973
McMikel. Margaret 932
McMillan. Dorothy Mae 1058
McMillan. Laurence 438
Macmillan Publishing Co..... 971
McMutuary. Dorma 564
McNair. Mattie L..... 488
McNamara. Delores F..... 932
McNamara Oil Co..... 455
MacNeal Memorial Hospital 446.451. 937
McNeer. Robert L..... 424
McNeil, Warren T..... 460
Macola. Carol Ann 989
Macon. Annie L..... 1049
McPhail, Arthur J..... 1065
McPherson. Sherry J..... 1068
McQuay-Perfex, Inc..... 983
McShane. Jacqueline L..... 419
McTeer. Desiree 423
McThay. Patricia 560
Macuso. Rose E..... 988
McWherter. David G..... 572
Madarik. Mark M..... 577
Madding. Randall S..... 442
Maddox. Marguerite 1051
Madigan. Carol 435
Madigan. Harold 489
Madigan. J.D., Jr..... 435
Madison. Joyce E..... 949
Madsen. Alma 572
Magat. Alejandro 570
MaGee, Onnie 1070
Magee. Susie 567
Maggio. Kathleen 1059
Magoon. Rosemary 1050
Magruder. John 1068
Magruder. Nancy 1068
Mahaffy. Terry 946
Mahan. Shirley 1060
Mahar. Michelle 1065

Mahinda. Bhikkhu T 937
Mahnken. Connie 1059
Mai/Sorbus Service Division 470
Maintenance Supply Corp 468
Majewski. Joseph R 1059
Major Service Electric Co 977
Malcom Sign System 449
Maldonado. Celia 1069
Maldonado. Felipe 1060
Maldonado. John 1043
Maldonado. Ruth E 950
Maldonado. Salvador 1064
Mallekoote. Rex A 490
Malone. Angelean 423
Malone. Peggy 945
Malone. Sylvia 573
Maloney. James Michael 570
Malooly. Robert J 998
Manaois. Corazon M 571
Manescalco. Sam 933
Maniscalco. Luigi 561
Manley. Carolyn J 948
Manley. Rayette 949
Mann. Neil B 1050
Mann. Ronald H 1067
Manzano. Erlinda 568
Mapleside Manor Nursing Home 933
Maracle. Beverly C 1049
Marathon Oil Co 476
Marathon Petroleum Co 981
Marcano. Maria 1050
Marchan. Agustin 1047
Marchetti. Domnick 425
Marcotte. Joseph 993
Marcum. Marie H 575
Marengo Steel Products. Inc 978
Marianjoy Rehabilitation Hospital 470
Marino. Rickey 570
Marino. Sherry 568
Marion Memorial Hospital 477
Marks. Catherine 569

Marks. Ronald L **1046**
Marow. Ahmad **1070**
Marquez. Samuel **1045**
Marquis. Robert W., M.D., **S.C.** **431**
Marrero. Pamela **576**
Marroquin. Jesus **561**
Marroquin. Josephina **561**
Marroquin. Ramon **1055**
Marrs. William E **562**
Marsala. Nick **998**
Marsh. Laverne **1050**
Marshall. Alvin Jean **569**
Marshall. Betty J **568**
Marshall. Dexter D **1053**
Marsten. Jeff **434**
Marston. Daniel **489**
Marston. Mark **489**
Marszalek. Joseph **1064**
Martell. Michael **P** **1054**
o Martens. Kathleen. **80**
Martin. Andrew J., Sr **1063**
Martin. Blanche **R** **437**
Martin. Brenda J **1055**
o Martin. Butha **298**
Martin. Butha **435.486.488**
Martin. Cathlyn J **481**
Martin. Daniel **455**
Martin. Darnel1 Lamont **1044**
Martin. Debra **K** **1044**
Martin. Diane **455**
Martin. Esteban. M., M.D. **951**
Martin. Guy **489**
Martin. Harold **C** **933**
Martin. James **936**
Martin. Michelle **466**
Martin. Peter **1063**
Martin. Ronald **L** **430**
Martin Maretta Aggregates **976**
Martinez. Delfino **567**
Martinez. Donaciano **1065**
Martinez. Doris J **1043**

o Martinez. Helen B 525
Martinez. Inocencio. Sr 569
● Martinez. Jacinta 1029
Martinez. Patricia 440
Martinez. Richard 485
Martinez. Virginia 573
Martin's Uniforms 974
Marvy. William. Co 962
Maryville Academy. Inc 951
Masek. Cory S 1053
Maslov. Dr. Morton R 422
Mason. Anderson. Sr 439
Mason. Jacqueline 1053
Mason. John C., Jr., M.D. 432
Mason. John K 468
Mason. Melvin E 440
Masterco Press. Inc 961
Mateika. Frank 997
● Material Service Corp 372
Material Service Corp 430.431. 432
● Mates. John 1027
Matheny. Marilyn L 428
Mathes. Fred 1052. 1069
Mathes. Masoline 1065
Mathew. Elizabeth 487
Mathews. Arlene K 488
Mathias. Pauline L 488
Matos. George 1061
Matos. Maria 567
Matt. Eris B 424
Matta. George 424
Matteson. A. Reese. M.D. 440
Matthews. Arbell 565
Matthews. Errol A 572
Matthews. Greg 483
Matthews. Larry 490
Matthews. Mary 438
Matthews Foster Home 969
Matthews Slumc Bookstore 452
Matthews Transfer Co 464
Mattox, James W 1063

Mauch. James E 933
Maurer. David L 969
Maurer. Leann 949
Mavis. Sharon 481
Max. Donald Edward. Jr 1052
Maxwell. Margaret 1053
May. Eddie 938
May. Sarah F 1049
Mayberry. Linda Sue 422
Mayer. Brown & Platt 970
Mayes. Charles 574
Mayfair Supply Co 462
Mayfield Produce Co 442
Mays. Helen R 459
Mays. Shirley 492
Mazeikis. Kenneth R 1064
Mazzone. August F 492
Mazzone. George 480
Mazzone. James 480
Mazzoni. Fred 430
Meade Electronics. Inc 452. 972
Meadie. Loretta A 1063
Meadows. Clarietta 1072
Meadows. Irene 567
Means. Wilma 1060
Mebane. Mary 1051
Mecca International. Inc 461. 472
Medearis. Kevin W 571
Medical Arts Associates. Ltd 953
Medical Arts Clinic of Dixon 460
Medical College of Wisconsin Faculty
Health Services 454
Medical Referral Systems 463
Medina Nursing Center. Inc 933
Medix Emergency Medical Services. Inc 966
Medix. Inc 432. 455
Medley Movers 936
Meehan. Gerald J 962
Meeks. Andrew L 1071
Meeks. Bennie J., Jr 1054
Meeks. Harry 424

Meeks. Jessie M 567
Meier. Joena E 437
Meile. Frank G 567
Meinardi. Irene 558
Meis of Indiana 449
Melara. Elizabeth 1072
Melbourne Corp 443
Melchiori. Timothy J 1046
Melencia. Vlasta 1048
Melendez. Josephina Sierra 570
Melesio. Efrain 431
Melton. James H 566
Melvin Star Super Market 477
Meminger. Thomas R 1051
Memorial Hospital 425. 446
Memorial Medical Center 420, 459
Memorial Medical Center of Springfield ... 440. 983
Menckey. Edith Taylor 558
Mendez. Efrain 577
Mental Health Services 970
Mental Health Services of Southern
Madison County. Inc 449.464. 967
Mercado. Carmen 1047
Mercy Center for Health Care Services 427
Mercy Hospital ..... 427.448.449.
..... 452, 453, 461, 937, 981
Mercy Hospital & Medical Center 986
Mercy Medical Center 465
Merges. Sandra J 1044
Merideth. Gerald 995
Merkels. Inc 960
Merkson. Lavern 1067
Merneigh. Joe 440
Merrifield. William A 994
Merrill. Charles E., Publishing Co 422
Merrills. Douglas 1050
Merrills. Leota 1050
Merritt. Francene 1065
Merry-Go-Round Pre-School 961
Mersch. Angelyn 486
Mesenbrink. Ralph M., Ph.D 461

Meskill. Jeffrey D 427
Messina. Carmen A 1062
Messmore. Barbara 562
Mesyef. Hussain 973
Methadone Maintenance Institute 494
● Methodist Medical Center of Illinois 871
Methodist Medical Center of Illinois .. 426.940.962
Methodist Youth Services. Inc 952
Metpath. Inc 989
Metro-Management 465
Metro Reporting Service. Ltd 456.462.467
Metromail Corp 946
Metropolitan Sanitary District of
Greater Chicago 466.469.470.475.937.954
Mevert. Steven K 440
Meyer. Alice R 486
Meyer. Betty J 422
Meyer. Ernie 1044
Meyer. Jeffrey R 451
Meyer, Joseph A 480
Meyer. Martha A 482
Meyer. Stephanie 489
Meza. Carmen 1055
Meza. Frances 1055
Meza. Rafael 566
Mical. Bernice A 1071
Michalek. George 419
Michaud. A.A 457
Mickey. Linda Santina 1060
Microband Corp. of America 945
Microfilm Systems. Inc 472
● Mid-American Lines. Inc., Control
of Bruce Motor Freight. Inc 593
Mid-State Terrazzo & Tile Co 971
Midland Hotel 443
Midstate Anesthesiologists 442
Midtown Anesthesia Associates. S.C. 462.465
Midtown Brake & Electric 986
Midway Airlines. Inc 965
Midwest Emery Freight System. Inc.—
United Transportation 425

Midwest Family Resource Associates. Ltd..... 970
Midwest Law Printing Co..... 443
Midwest Medical Services 449, 454, 985
o Midwest Pediatric Associates. Ltd..... 765
Midwest School of Dog Grooming. Inc..... 967
Midwest Towing..... 444
Midwest Visual Equipment Co..... 463. 474
Midwestern Athletic Distributors. Inc..... 468
Miechowicki. Christine 485
● Mielke. Delores E..... 410
Miessler. Merwyn L..... 941
Mieure. Joe D..... 1052
Mileris. Jonas V., M.D. 420
Miles. Alonzo (Lee) 573
Milin. Slavoljub. Jr..... 559
Miller. Connie L..... 491
Miller. Debra Marie 949
Miller. Jann L. Bieschke 452
Miller. John R..... 1058
Miller. Mark A..... 577
Miller. Mary E..... 488
Miller. Orville 943
Miller. Robert 1052
Miller. Steven K..... 440. 936
Miller. Susanna 1062
Miller. Thomas 962
Miller. Tim 441
Mills. Charles R..... 1056
Mills. Cheryl 434
Mills. L.C. 434
o Mills. Marian 735
Mills. Sandra 1056
Milone. Lorainne 433
Milton. Willie Mae 1048
Milton Reporting. Inc..... 476
Mims. Ivernson J..... 1069
Minaglia. Dennis 577
Minner. Peter 561
Minnesota Mining & Manufacturing Co..... 964
Minooka. Village Treasurer of 482
Minor. Calvin 492

Miscevic's. Dennis. "66" Service 968
Misericordia Home South ..... 462.469.
..... 473.938.976. 984
Mississippi Valley Airlines 961
Mississippi Valley Homes. Inc 983. 986
Mitchell. Anthony 1047
Mitchell. Carolyn C 432
Mitchell. Constance D 572
Mitchell. Dorothy 567
Mitchell. Floyd 567
Mitchell. lzora 1050
Mitchell. **Mary** 487
Mitchell. Mildred V 1046
Mitchelle. Doris J 490
Mitok. Michael A 1064
Mitrani. Lon Polin 567
Mixon. Naomi 567
Mizeur. Paula 489
Mizock. Bernard J., **M.D** **952**
Mobil Oil Credit Corp 452
Modem Business Systems. Inc 430, 432, 434,
..... 435, 438, 442, 452, 464, 467, 935, 936, 937,
..... 946.952.953. 986
Mogbolu. Peter 1052
Mohammad. Abdul 1068
Mohn. John Joseph 1047
Mohyduddin. Sadiq. M.D. 461
Moinuddin. Rashid 1050
Mojica. Luis A 438
Moldenhauer. Jean A 423
Molendowski, Elizabeth 1062
o Moline Heating & Construction Co 158
Moline Orthopedic Associates. Ltd 460. 958
Moline Public Hospital 431, 453, 479, 937
Mollet. Kenneth 488
Mollett. Roger W 995
Mollin. Joseph G 1048
Molone. Erma 1058
o Monahan. Aidan 1036
Monday. Debbie 1064
Monroe. Gwendolyn 569

Monroe. Nancy 1065
Monroe Systems for Business 472
Montanez. George 562
Montenegro. Salvador 573
Montes. Alicia Flores 1051
Montgomery. Charles S..... 486
Montgomery. Deosie 573
Montgomery. Patricia 1043
Montgomery. Robert 424
Montgomery. Vivean 1051
Montgomery County Ambulance Service 464
Montgomery Ward & Co..... 957.958.972. 981
Montoya. Gonzalo 575
Moody. Juanita 1059
Moody. Marion Lee 578
Mooney. Karen 567
Mooney Construction Co..... 116
Moore. Arthur 427
Moore. Byron 431
Moore. Coliene 949
Moore. De Wayne 943
Moore. Dewayne 437. 993
Moore. Eddie 1045
Moore. Edna 1056
Moore. Ella 984
Moore. Henry 1050
Moore. Jerry 560
Moore. Kenneth D..... 438
Moore. Laroy..... 1059
Moore. Lenzy 984
Moore. Marilyn 1061
Moore. Mary 1070. 1072
Moore. Vicki R..... 995
Moore. Willie Mae 1046
Moore Business Forms. Inc..... 455, 465, 966,
..... 968.984. 985
Moore. Evan Gregory. M.D., Ltd..... 956
Moore Research. Inc..... 951
Moore-Pulliam, Barbara Ann 1059
Moorleghen. Norbert J..... 933
Moraine Valley Community College 981

Morales. Enrique F 1052
Morales. Joel A 1045
Morales. Manuel 1069
Morales. Olivia 568
Morales. Richard 1043
Morales. Ruben 569
Moralez. Alexander 1061
Moran. Frank J 996
Moran. Michael E 562
More. Angus S., Jr 473
Morehead. Don E., M.D. 973
Moreno. Alicia 559
o Moreno. Margaret 1003
o Moreno. Mildred 1003
o Moreno. Peter 1003
Moretti. Alvin 981
Moretz. Timothy 442
Morey. Dale Wayne 1049
Morgan. Janet 425
Morgan Systems. Inc 965
Morganti. Lucille 1073
Moriarty. Carolyn 1069
Morimoto. Paul. M.D., S.C. 449
Morin. Clara L 950
Mormina. Ann C 422
Moro. John 424
Moroney. Mary L 949
Morris. Michael E 421
Morris. Theresa L 562
Morris Family Discount Drugs 989
Morris Publishing Co 986
Morris. Robert. College 969
Morrissey. Craig 1043
Mortimer. Joanne. M.D. 973
Morton. Joe D 1060
Morton. Michael 430
Mosansky. Brian C 1062
Moseley. Naomi Ruth 563
Moses. Annie Mae 490
Moses. Odessia 423
Mosler Safe Co 967

Mosley. Rita M..... 996
Mosley. Ronald 484
Mostafa. Mahmound Fatma 481
Motive Parts Co..... 973
Motorola. Inc.....434, 438, 443, 447, 456,
.....462.470.473.474.475.476.477.957.958.
..... 961.966.977.978.980
Mott. Donald F..... 1062
Motto. Robert 169
Motyka. John 1048
Mount St. Joseph 462
Mt. Sinai Hospital Medical Center 940. 982
Mt. Vernon Register-News 473
Mourey. David 987
Moyer. William G..... 476
MPH Industries. Inc..... 472
Mrugacz. Lois 1052
MSTA Learning Centers. Inc..... 951
Mucernino. Salvatore F..... 1058
Muckelroy. Jean Preston 974
Mueller. Laura 422
Mueller. Robert H..... 486
Mueller. Shirley A..... 940
Muhammad. Jabbar H..... 574
Mulhall. Frank T..... 1050
Mullen. Clela B..... 572
Mullennix. Charles 574
Multi-Media Educational Centers 447
Mungiovi. Francis A..... 1064
Munoz. Jose De Jeuse 1048
Munster. Donna 573
Murawski. Richard F..... 1065
Murco. Inc..... 980
Murillo. Gloria 420
Murphy. Franklin 431
Murphy. Howard C..... 566
Murphy. Kathleen 944
Murphy. Michael 862
Murphy. Myrtle M..... 422
Murphy Movers. Ltd..... 953
Murray. Curtis Douglas 565

Murray. Frances 1054
Murray. Gregory 1054
Murray. Murriel 996
Murray. Patrick B..... 980
Murray. Raymond E..... 938
Murray. Rory 1069
Musinski. John J..... 1047
Musto. Betty J..... 1067
Muthukumaran. K., M.D. 446
Mutter. Maxwell 459
Mychasliw. Caroline 1069
o Mydlo. Mary 619
o Mydlo. Stephen 619
Myers Ford Sales. Inc..... 427
Myers. Stan. Service 973
Mysyk. Paul 1053

N

Nachbauer. Ferdinand 934
Nachbauer. Johanna 934
Nackenhorst. Fred 1055
Nagrodski. Susan V 995
Nagy. Connie S..... 437
Nagy. Mark M..... 437
Najera. Gloria Giles 1054
Naleway. Tyler J..... 939
o Nance. Alice 550
Nancy. Ernest W..... 1068
Nares. Frances 430
NASCO 461
Nash. G.W., Sr..... 568
Nash. Mattie 568
Nass. Barry 488
Nathan. Marianne. A.C.S.W. 975
Nathan. Mildred 575
National Auto Supply Co..... 979
National Auto Supply Co.,
Industrial Division 452
National Bank of Bloomington 37

o National Bank of Bloomington 394
National Bank of Bloomington 933
National Electric Supply 434.443. 463
o National Institute for Human Relationships 763
National Institute for Work & .....Learning (NIWL)..... 962
National Public Law Training Center 455
National Travel 452
Nava. Refugio V..... 562
Navarro. Maria Lola 1052
Naylor. Wayburn T..... 575
Neafus. Carl B..... 421
Neal. Annie Bell 566
Neal. Herman. M.D. 964
Neal. Laura 421
Neal. Pamela 485
Neal. Rita Y..... 420
Neal. Thomas L..... 1047
Neall. Antoinette M..... 999
Near North Parents & Friends of the Retarded. Inc..... 460
Needham. Bonnie 938
Needham. Brian Thomas 568
Neinhouse. Sherry 968
Nelson. Alice Mae 1046
Nelson. Annie 565
Nelson. Clark K..... 571
Nelson. Doris 948
Nelson. Edna C..... 569
Nelson. Eleanor S..... 948
Nelson. Elnora 1050
Nelson. Gloria J..... 1046
Nelson. Mariemma 445. 970
Nelson. Marilyn 462
Nelson. Marla Taron 568
Nelson. Mildred 1061
Nelson Brothers Furniture Corp..... 478
Nemetz. Arthur 1044
Nerat. Guadalupe 560
Nesbitt. Luther C..... 565
Neubauer. William A..... 567

Neurological Surgery 945
Neuropsychiatry. S.C. 943. 968
Nevada. University of 476
Nevels. Booker 423
New Hope School & Work Activity Center 985
New Lenox Ace Hardware & Home Center 981
New Pisgah Day Care Center 968
Newell. Bernice Harris 1069
Newell. Jennie 1070
Newman. Richard L., M.D. 452
Newman. Robert D 947
Newman. Squire R 575
Newman Drug Stores 450
Newsome. Carol 564
Newson. Tiwanna 1069
Newton. Rosemary C 481
Newton Stone Co 989
Neyhus. Arthur I 466
Ng-lun, Marie Therese 565
Nguyen. Bich Thu Thi 467
Nguyen. Bich Van Thi 460
Nguyen, Dont V 459
Nguyen. Hoat Thai 458
Nguyen. Phong T 961
Nguyen. Suong Ngoc 963
Nguyen. Thinh N 963
Nicaris. Mae R 481
Nicaris. William G 481
Nichols. Charles 488
Nicholson Hardware 977
Nickols. Roxanne L 573
Nicks. Robert 1061
Nick's SOS Garage. Inc 472
Nicosia. Donna J 932
Nielsen. Margaret 562
Niemic. Helen 1072
Nieves. Adela 570
Nieves. Alberto 934
Nikolajevic. Georgina 575
Nikolic. Jelica 421
Nino. Gummersindo Marintez 568

Nishi. Yasunori 574
Nitz. Jonathon 431
Nitz. Michael 431
Nitz. Rebecca 431
Nix. Willie 578
Nixon. Peggy A 454
NM Industries 981
Nobles. Doris 949
Nolan-Nega, Gemma 572
Norah. Elijah 1046
Nordmeyer. Susan 424
● Norman. Mary 895
● Norman. Stephen M 693
Norman. Willie Joe 561
Norman Equipment Co 970
Norment. Arthur. Jr 568
Norrell Services. Inc 470
Norris. Joe 1067
North American Air Conditioning
Service Corp 464
North American Corp., as Assignee
of Lexitron Corp 989
North American Van Lines. Inc 465
North Central Associated Publishers 463
North Town Refrigeration Corp 445
Northeastern Contracting 939
Northeastern Illinois University 464. 976
..... 982.986. 989
Northern Illinois Gas Co 431.455.474. 980
Northern Illinois Medical Associates 428
Northern Illinois Scale Co 470
Northern Illinois University 438
Northgate Inns 457
Northrup King Co 423
Northwest Community Hospital 449
Northwest Ford Truck Sales. Inc 962. 964
Northwest Hospital 982
Northwest Mailing Service. Inc 957
Northwest Radiologist Assoc., S.C. 940
Northwest Radiology Assoc., S.C 941
Northwest Radiology. S.C 941

Northwestern Illinois Association 457
o Northwestern Memorial Hospital 251
Northwestern Memorial Hospital 939.942. 953
Northwestern University 952. 990
Norwich-Eaton Pharmaceuticals 450
Norwood. Leon 1057
Norwood Park Dodge. Inc 429
Noth. William G 575
Nottoli. Sarah 976
Noush. Yousef 1054
Nowacki. C.Raymond 970
Nowak. Anne 1068
Nowosadzki, Martin P 1049
Noyola. Eiden 1072
Noyola. Hilda 1072
Nu-Med Surgical/Dental Supply. Inc 463
o Nurse. Anderson S 759
Nussbaum Trucking. Inc 446

O

Oak Forest Hospital 444
Oak Forest Material & Supply Co 463
Oak Park Hospital 471.962. 968
Oakes. William D 453
Oberlander Communications Systems 960
O'Brien. Dennis 559
O'Brien. Laverne 419. 1068
O'Brien Steel Service Co 979
Ocampo. Felipe 571
Ochoa. Frank 987
O'Connor, Peggy L 1055
O'Connor. Sally 994
Ocrant. Bernard 1071
O'Dell, Tommy Joe 566
Odle. Allen D 1045
O'Donnell. Thomas J., Jr 980
Ofcky. Robert L., Jr 564
Office Equipment Sales 967
Ogden-North Currency Exchange. Inc 967

Ohio Medical Products 460
Ohio Medical Products.
A Division of Airco. Inc 943
Ohlson. Elder Clifton 480
Ojong. Pamela 946
Okleshen. George T 562
Okorafor. Goodwin S., M.D. 957
Olalde. Crecencia 1044
Olbrot. David 937
O'Leary. Michael C 1069
Olin Corp 472
Olish. Helena 568
Oliver. Daniel 1049
Oliver. Gloria 565
Oliver. Janne R 431
Oliver. John 565
Oliver. Rosie Griggs 1064
Olivera. Elisha 1060
Olivera. Pastor Antonio 562
Olivet Nazarene College 984
● Olken. Nathan 94
● Olken. Nora 94
Olsen. Albert 1061
Olsen. Lawrence H 560
Olson. Lee Ann 438
Olson. Madeline 558
Olson. Madeline M 559
Oltman. Roy J 997
Olympia Fields Osteopathic Medical Center ... 459
188 Randolph Building Corp 446, 457, 969
O'Neal, Henry W., Jr 440
O'Neal, Larry 430
O'Neil. Walter 1059
O'Neill, Mary Ann 1061
Onnen. Ruth D 995
Opportunity House. Inc 973
O'Quinn, Barbara 935
O'Quinn, Marva 1064
O'Rahilly, John M 1060
O'Reilly, James R 997
Orland Auto Parts. Inc 427

Orlandi. Deno 425
Orosco. Jose M 426
Orr. Herman 576
Orr. Ken & Assoc., Inc 983
Ortega. Antonio 567
Ortery. James 1043
Orthopedic Associates 961.963.972. 980
Orthopedic Associates of Streator. S.C. 967
Orthopedic & Spine Surgery Assoc 944
Ortiz. Marcelino 567
Ortiz. Maria 1055
Ortiz. Maria Elena 567
Ortiz. Ramiro 561
Osario. Santiago 1065
Osborn. J.V., M.D 979
Osborne. Theodore 577
O'Shea. Patricia A 435
Oshel. Michael V 466
Osorio. Santiago 1049
Osterholm. Alma 485
O'Sullivan, Shelley D 564
Otis Elevator Co 969
Ottenbacher. Monnie L 482
Otterstrom. Gertrude M 421
Otto. Steven R 428
Owen. Charles 934
Owens. Arthur. Sr 1069
Owens. Edward L 430
Owens. Edward M 420
Ozark Air Lines. Inc 449. 989
Ozurigbo. Romanus I 1061

P

Pace. Ben 1060
Pacheco. Consuelo 1070
Pacion. Stanley 430
Packard Instrument Co 958
Padgett. Francis E 485
Padula. Margaret 423

Pagan. Bernice 567
Pagan. Haydee 571
Paige. Walter 568
Pakulski. Elvira 485
Pal. Julie Diane 568
Palello. Marie 937
Palmer. Cora 569
Palmieri. Richard 560
Paloian. Gus G 468
Palos Neuropsychiatric Institute 461
Pamuk. Ozhan. M.D 981
Pana Community Hospital 967
Pandick Press Midwest. Inc ..... 453.456.
..... 460.462. 952
Pandya. Bakul K., M.D 982
Panfil. Douglas 1063
Pantagraph Printing 978
Papierz. Mary 1067
Papineau. Deborah 423
Pappas. Delia 1073
Papson. George Angela 480
Parato. Elizabeth A 480
Paris. Victoria 1054
Parke. Sandra 487
Parker. Bradley 566
Parker. Datie 491
Parker. Dave 1058
Parker. John R 560
Parker. Julie 491
Parker. Margarethe 434
Parker. Norma Jane 488
Parker. Pearlean 490
Parker. Ryland S 565
Parker. Schuntil 994
Parkhurst. Janice 948
Parks. Dale Wayne 564
Parks. Margaret 570
Parks. Oretha 1063
Parmley. Ronnie Dwayne 1054
Parrilli. Anthony 575
Parrilli. Peter J 575

Parrish. John C 1043
o Parsons. George E 127
Partida. Candelario 1064
Passavant Area Hospital 432.442.467. 945
Passavant Memorial Area Hospital 440
● Patis, Robert 79
Patrick. Rosie L 1065
Patterson. Alvin 430
Patterson. Daniel 1066
Patterson. Dora 1055
Patterson. Dorothy D 426
Patterson. Ronald E 468
o Patterson. William B 30
Paul. Kevin R 562
Paulauski. Mary Susan 566
Pavlovich. Zivko P 1063
o Payne. Carl 228
Paynter. Jack Raymond 989
Pazar., Thomas J 943
Peacock. Richard 1047
Peal. Erma 577
Pearce. George J., III 975
Pearson. Corey V 426
Pearson. D.R., Ph.D. 428
Pearson. Jeannine 1071
Pearson. .Robert Dale 473. 964
Peaslee Hardware Co 437
Peerless Hotel Supplies 975. 977
Pelan. Joseph 1046
Pence. Mary Lou 1055
Pender. Dale 574
Pendleton. James R 433
Penn. Carol R 570
Penn. William. Hotel 468
Penney. J.C., Company. Inc 447
Pennington. Beverly 1060
Penyich. Alexander 568
Peoples. James C., Sr 560
Peoples Gas Light & Coke Co 481
Peoria. City of. Board of Education of 974
Peoria County. Treasurer of 481

Peoria Journal Star 453
Peoria Radiological Associates 983
Peoria Surgical Group 946
Perdue. Gizelle 559
Pereiro. Francisco 975
Perez. Daniel 1051
Perez. Jacinto 1068
Perez. Luis 1061
Perez. Maria 1059
Perez. Maria G 562
Perez. Mateo 558
Pergamon Press. Inc 441
Perino. Anthony R., Ph.D 956
Perkin-Elmer Corp 463
Perkins. Maggie 423
Perkins. Oral W 474
Perozzi. William T 450
Perry. Cliff H 997
Perry. Leonard O 996
Perry. Martin 1066
Perry. Theodore B 1046
Perry. Tyrone 441
Pertec Computer Corp 989
Pesek. Charles J 956
Petermon. Sandra 934
o Peters. Leland 34
e Peters. Ralph 538
o Peters. Theresa 34
Peters Phototypesetting Service 459
Peterson. Constance 568
Peterson. John M., M.D. 449
Peterson. Lucillo 1070
Peterson. Steven E 994
Peterson. William 559
Petta. Mary Ann (Meraz) 1068
Pettis. Evelyn 1056
Pettit. Susan L 564
Phan. Han 459
Phares. Marjorie J 486
Phebus. Tummelson. Bryan & Knox 451
Philip A. Hunt Chemical Corp 474

Philipp. Theresa 562
Phillips. Arlene 491
Phillips. Arthur P..... 570
Phillips. Emontra Lamont 1070
Phillips. Richard 1073
Phillips. Robert 490
Phillips. Shirley Mae., ... 577
Phillips Bros..... 958
Phillips Business Systems. Inc..... 434
Phillips Petroleum Co..... 479
Philp. William Michael 993
Photo & Sound Co..... 957
Physicians & Surgeons Clinic 939
Pickens. Cathy Marie 569
Pickens. Diane 442
Pickens. Wilma B..... 569
Picker Corp..... 428. 463
Pickering. Margaret 994
Pickett. Judy **Ann** 948
Piehl. Charlotte M..... 1048
Pierce. Gregory 483
Pierce. Lydon. Griffin & Montana 975
Piercy. Kenneth **L**..... 439
Pieske. Mark **H**..... 945
Piest, Elizabeth 1056
Piest, Harold 1056
Pilapil. Virgilio **E**..... 980
Pilgrim Child Development Day Care Institute .. 443
Pine River Camp 452
Pinegar. Randell **L**..... 980
Pinon. Guadalupe 566
Pioro. Sharyl **A**..... 561
Pisano. Mark J..... 1069
Pisano. Patrick C. 572
Pisciotto. Patrick **A**..... 1053
Pitney Bowes. Inc..... 470
Pitts. Pearl 1072
Pivar. Jean 1071
Planch. Alvin **A**..... 487
Platt. William K., M.D., S.C. 449
Platter. The 975

Play House Learning Center. Inc 954
Plaza Cosmopolitan Hotel 962
Pletta. Joseph 935
Plewa. Karen 480
Pochner. Mahalik 980
Poczekaj. Patricia I., Estate of 944
Podbelsek. Leslie J 489
Podoba. Neil 559
Poe. Evelyn 1068
Poehner. Dillman 980
Pointer. Purvy 576. 577
Poleet. Beverly 430
Policky. Patricia J 563
Polk. Sylvia A 481
Polniak. Chester 1066
Pontiac Stone Co 956
Popaj. Hile 571
Pope. Roger 1060
o Port Authority of New York & New Jersey 608
Portable Tool Sales & Service, Inc 970
Porter. David 1049
Posey. Dorothy 1059
Possi. Linda 949
Potempa. Edward Walter 488
Potter. Jimmy L 997
Potter. Sarah 1047
Potts. Kenneth K 987
Potts. Margaret A 949
Poulsen. John 559
Powell. Jessie 934
Powell. Madge 566
Pozzie. Edward A., Sr 1058
Pozzie. Michael Phillip 1054
PPG Industries. Inc 979
Prater. A 484
Prater. Verna L 558
o Pratt. David J., Sr 685
Pratt. Dennis K 1052
Pratt. Diana G 948
Pratt. Ralph 1044
Pratt. Wilma J 470

Prehoda. Rebecca L 948
Premier Electrical Construction Co 955
Presbyterian Church Day
Care Center. Inc 429. 449
Presbyterian-St. Luke's Hospital 942
Prescription Shop 984
Presser. Lee A 933
Presswood. Roger 558
Preston. Henry 483
Prestress Engineering Co 934
o Price. David 1014
Prince. Marsha A 985
Princeton Municipal Utilities 984
Princeville Area Migrant Child
Development Center 950
Priske. Steven P 1049
Prisons. Bureau of. Federal
Correctional Institutions 459
Privitt. Kimberly 1051
Privitt. Roger 1051
Procaccio. Joseph 567
Proctor. Dolores 949
Proctor Community Hospital 934. 944
Professional Interiors. Ltd 959
Professional Medical Management 945
Pronto Travel Agency 447
Pronto Travel Service 448
o Prospect Heights Fire Protection District 359
Proviso Association for Retarded Citizens 984
Pruitt. Lawrence 487
Prusener. Arthur Jacob 1045
Prutzel. Ester 469
Prutzel. Orville 469
Pryor Corp 977. 988
Psychiatric Associates of Rockford 985
Psychological Medicine Assoc 966
Public Property. Department of 476
Puchalsi. Ann T 428
Puente. Samuel 566
Pulmonary Associates. S.C 969
Pundy. Andrew B., M.D 447

Pundy. Joseph. M.D. 465
Punis. Steven T..... 491
Purl. Thomas A..... 559
Purnell. Estella 568
Purolator Courier Corp..... 443
Purtell. David J..... 989
Puskaris. Ann M..... 492
Putting. Cheryl L..... 995
Pyers. Janet A..... 438
o Pyramid Construction Co..... 812

Q

Quad County Office Equipment Co..... 982
Quality Care 471. 958
Quality Lawn Mower Dist., Inc..... 447
Queen. Donna 574
Quimby. S.R., M.D..... 969
Quinlan. John 488
Quinn. Timothy 422
Quinn Welding Supply Center. Inc..... 936. 967
Quintana. Ricky 569

R

R.C. Tire Co..... 976
o R.D. Lawrence Construction Co..... 709
R.D. Lawrence Construction Co..... 478
o R.H. Bishop & Co..... 296
R Read's. Inc..... 965
Racal-Milgo Information Systems. Inc..... 979
Rachford. Helene T..... 948
Rader. Lorraine 422
Rader. Regina L..... 1072
Radespiel. Walter 489
Radiation Protection Consultants. Ltd..... 453
Radio Shack 976
Radiology Associates 456
Radiology Consultants of Rockford. Ltd..... 940

Radkins, Laurent V., M.D. 972
Raffety, Faith 1068
Ragan, Flossie R 1059
Ragan, Brad. Inc 982
Rage, Donald J 995
Raggs, Nathaniel 1059
Rajmane, C., M.D., S.C. 459
Bal Construction 976
Bam Industries. Inc 459
Ramada Inn 453
Ramada Inn. Lincolnland Convention
Center. Inc 443
Ramada Inn of Quincy 981
Ramires, Richard M 571
Ramm, Alexander Lee 1057
Ramsey, Georgia Ann 486
Ramsey, Leonard 570
Rand, Keith 1071
Randall, Barbara J 472
● Randall, Elizabeth J 916
● Randecker, William A 180
Randle, Mary Lee 1051
Randolph, Gloria 577
Randolph Hospital District 937
Randolph Paper Co 989
Random House. Inc 990
Rankin, Betty 490
Rankins, Fred 934
Rapuch, Lily Rodriguez 1052
Ratcliffe, Charlotte 998
Raty, Robert 1044
Ravenswood Hospital 946. 1069
Ravenswood Hospital Medical Center ..... 421.423.
..... 424, 439, 445, 477, 939, 946, 947
Rawlings, Doris 948
● Rawson, Jean C 415
Ray, Ben L 464
Ray, Constance 421
Ray, Louise B 1059
Ray, Mae 1070
Ray, Mona 485

o Ray Graham Association For
The Handicapped. 835
o Rayford. Norbert 658
Raygoza. Adalberto 437
Rayner. Terry 565
Raza. S.A., M.D. 937.945.957. 958
Rcom. Khiet 460
Reader's Digest Services. Inc 453
Reads. R., Inc 467
Ready. Geraldine 970
Reardanz. Carl L 939
Rebandel. Marek. Dr 952
Rebco Audio Visual. Inc 431
Record. Jack L 442
Record Copy Services 982
Redar. Barbara 1050
o Redman. George. Sr 924
Redmon. Margie 1067
Redmond. Mary 1060
Redmond. Ruby 1065
Reed. Cleveland 1070
Reed. Delores 562
Reed. Edward 562
Reed. J.W. 559
Reed. John W 565
Reed. Lawrence 964
Reed. Lynn 568
o Reed. Tamara L ..... '850
Reed-Randle Tractors. Inc 980
Reedus, Robert 1063
Reedy. Rita J 935
Reese. Howard E 422
Reese. Michael. Hospital &
Medical Center 426, 454, 958
Reevers. Pearl L 1050
Regional Hospital 456
Rehabilitation Institute of Chicago .... 467. 472.475.
..... 937, 953, 955, 956, 957, 963, 964, 967
Rehner. Esther 1055
Rehner. William 1055
Reichardt. James E 938

o Reichs. Kathleen J 285
o Reichs. Paul A 285
Reid. Darren 569
Reid. Lee. Jr 432
Reiland. Robert 456
Reimer. Susan M 950
Reineke. Susan 944
o Reinking. Donald 909
o Reinking. Vivian 909
Reinmann. Gerald E 430
Reinold. Barbara J 481
Reis. Simon 567
Rekas. Harry 995
Remington Rand Corp 461
Rench. Joseph 441
Rench. Sarah 441
Renkiewica. Patricia A 433
Renner. Maedell A 422
Renner. Raymond D 422
Renner. Rhonda. La Salle School of
Beauty Culture 965
Renshaw. Domeena. M.D. 966
Rentschler. Curtis L., M.D 968
Renu Filter Service 981
Repell. William 4%
Reporting Service 464
Repp The Rep. Inc 467
Res. Freddie W 429
Resthave Nursing Home 933
Restivo. Brett M 1045
● Resurrection Hospital 342
Resurrection Hospital 461
Retamal. Flor 476
Reutell. Reid 576
Revco D.S., Inc. #3005 939
Revzen Business Interiors 460
Rex Radiator Welding Co 982
Reyes. Ana M 575
Reyes. Emma B 576
o Reyes. Ira B 498
Reynolds. Albert R 575

Reynolds. Billie J 572
o Reynolds. Ernest T 647
Reynolds. John 934
o Reynolds. Theresa 647
Reynolds. Timothy 989
Rhein. Dorothy L 565
Rhoades. Glen 940
Rhoden. Allen Odell 572
Rhodes. Billy D 934
Rhodes. Earl 490
Rhodes. Oral E 1064
Rhymes. William L 428
Rhythm Band. Inc 473
Ribbe. Larre Lea 486
Rice. Christine 946
Rice. Lee 946
Rice. Mariam 480
Rich. Edith Darlene 1044
Richards. Ada A 482
Richards. Virgie Lee 492
Richardson. Alice E 948
o Richardson. Anne 669
Richardson. Carl 486
Richardson. Donald T 441
Richardson. James 1070
Richardson. Patricia A 481
Richardson. Robert J., M.D., D.D.S. 955
Richland Memorial Hospital 954
Richmond. Dorothy 566
Richner. Frances 490
Ricks. William B 463
Ridgell. Caerita M 577
Ridgeview Pavilion. Inc 456. 474
Ridgeway Hospital 452
Ridley. Alberta 1043
Ridley. Leatha 573
Riel. Lesly 470
Rieske. Dennis A 573
Riggins. Willie V 491
Rigsby. Mary 425
Riha. Adeline 573

Riley. Alex 1054
Riley. Sandra K 431
Riordan. Dennis J 1059
o Riordan. Loretta 413
Rios. Olga 574
Risley. Daniel 575
Rist. Jeffrey L 997
Ritsos. Peter 1057
River Oak Dodge. Inc 452
Rivera. Andre 422
Rivera. Charlene. Dr 467
o Rivera. Francisco R 375
Rivera. Jesus 566
Rivera. Petra 1062
Rivera. Reinaldo 939
Riveredge Hospital 951. 952
o Rivers. Eunice J 921
Rivers. Hattie 431
Rivers. Louise 1059
Rivers. Ramona 1066
Riverside Medical Center 441.448.449.453. 460
.. 462.464.468.471.479.953.955.956.965.966.987
Riverside Radiologist. S.C. 459
Riverside Radiologists ..... 476. 961.966.
..... 967.970.971. 976
Roam. Dorothy Mae 565
Roath. Dorothy 1046
Robards. Lawrence T 1062
Robare, William M., III 1063
Robbins. Larry 490
Robel, Biruta V 1064
Robel, Emil W 1063
Roberts. Barbara 428
Roberts. Eva J 945
Roberts. Loretha 575
Roberts. Marvin C 572
o Robertson. Allen J 643
o Robertson. Lenore A 643
Robertson. Randall 456
o Robertson. Richard A 643
Robin. Allan E 426

Robins. Luevinuer **1048**
Robinson. Barry **L**..... **1054**
Robinson. Calvin **423**
Robinson. Charles **433**
Robinson. Gerald **934**
Robinson. John C..... **994**
Robinson. Linda Marie **481**
Robinson. Lucy **576**
Robinson. Lyndell **576**
Robinson. Mattie **490**
Robinson. Noble **577**
Robinson. Paul **1064**
Robinson. Shirley **R**..... **955**
Robinson. Willie., ... **185**
Robinson. Willie **1056**
Robinson. Henson. Co..... **955**
Roche. Roger D..... **561**
Rochelle Community Hospital **445**
Rochelle Manor. Inc., Nursing Home **933**
Rochester Institute of Technology **989**
Rock Island County Health Department **478**
Rock Island Franciscan Hospital **423. 424**
..... **440.441.965. 968**
Rock-Ford Tractor Sales & Service **430**
Rockford Anesthesiologists Associated **458**
Rockford Medicare Equipment **945**
Rockford Memorial Hospital **945. 975**
Rocvale Children's Home **447. 983**
Rodgers. Mary E..... **491**
Rodgers. Rhonda **571**
Rodia. Mark **1065**
Rodriguez. Emilio **578**
Rodriguez. Jose C..... **974**
Rodriguez. Jose C., M.D. **472. 955**
Rodriguez. Ralph **576**
Rodriguez. Raymond M..... **1051**
Rodriguez. Steve..... **574**
Rodriguez. Matias **431**
Roesch. Ed. Equipment Co..... **462**
Roffman. Phyllis **Z**..... **972**
Roger. Mary **558**

Rogers. Betty L 441
Rogers. Doris 1061
Rogers. Edith J 574
Rogers. Jennine 421
Rogers. John 558
Rogers. John P 941
Rogers. Parnexter 1063
Rogers. Tommie Lee 433
Rogers Radio Communication Services 481
Rogers Telephone Answering Service 457
Rohe. Frances 1069
Rojas. J.F., M.D 939
Roland. Barbara 1065
Rollins. Patsy 934
Rolm of Illinois 474, 956, 960
Roman. Candida Santiago 565
Rometti. Rose M 432
Ronken. Inc 976
Rooks. Louise 1071
Roos. Clarence 1045
Roosevelt Chair & Supply Co 475
Roosevelt-Laramie Service Center. Inc 972
Root. Mary F 479
Rosado. Benjamin 568
Rosas. Elias 558
Rose. Juanita 972
Rose. Ronny 1043
Roseberg. Sneed & Brooks. Assoc 477.974. 981
Roseland Community Hospital ... 427.942.943. 944
Rosenberg. Lillian 433
Rosenberg. Marvin 433
Rosenthall. Mary 441
Rosin. Sorrel 964
Ross. Chandra 568
Ross. Myron. Sr 1063
Ross. Samaria K 1071
Ross. Susie 577
Ross. Touche & Co 479
Roth. Raymond J 575
Rotherham. Betty 950
Rothermel. Katherine M 1056

Rothstein. David A., M.D. 433. 957
Roumi. Baris 566
Rowan. Dennis M..... 995
Rowell. G., Dr..... 480
o Rowland. Elvis 818
Roy. Joyce Ann 948
● Royal Globe Insurance 161
Roytype Division of Royal
Business Machines 478
Rozell. Richard J..... 1051
Rubinstein. Alicia S..... 986
Rubio. Julieta 1054
Rucci. Carlos A., M.D..... 956
Rucker. Austin 569
Rucker. Reginald 992
Rudd. Benjamin 567
Rudd. Tanya 567
Rudd. Tanya D..... 1052
o Ruddy. Patrick J..... 169
Rudolph. Laura 472
Rudolph Express Co..... 981
Rudy. Charles J..... 491
o Ruffcorn. David W..... 27
Ruffin. Mary 1046. 1047
Ruiz. Gonzalo. M.D. 462
Rule. Walter A..... 997
Rumley. Alan N..... 481
Rumley. Patricia 481
Rungaitis. Joseph 477
Runzel. Mary Ellen S..... 448
Runzel. Mel 448
Rural .Health Medical Program. Inc..... 958
Rush. Jimmie E..... 1054
Rush. Leroy 566
o Rush Anesthesiology Group 851
Rush University. Rush-Presbyterian 452
Russell. Anthony 1054
Russell. Clifford 941
Russell. Ernestine 1064
Russell. Lanson W..... 946
Russell. Nehemiah A..... 1063

Russo, John A..... 481
Russo, Mary T..... 481
Rutgers University 964
Rutkowska, Joanna., ... 571
Ruyle, Ann E..... 574
Ryan, Joseph V., Dr..... 958
Rydberg, James J..... 1050
Ryder Truck Rental. Inc..... 841
Rydzewski, Kenneth J..... 567
Rynkar, Brian M..... 568
Rzeszewska, Julia 577

S

S.C. Data Center. Inc..... 972
S & L Motor Parts. Inc..... 479
S & S Builders Hardware Co..... 468. 471
Sabatello. Dolores..... 996
Saben. Candace Ann 567
Saboff. Paul 561
Sackett. Claudette 486
Sadzak. George D..... 492
Saenz. Juan 566
Safety Shoe Distributors. Inc..... 976. 977
Saile. Torsten..... 1052
Saines. Jeraldyne M..... 1070
St. Anthony Hospital 936
St. Bernard Hospital 426. 431
St. Clare Medical Laboratory 438
St. Coletta James Group Home 964
St. Coletta School 972
St. Elizabeth Hospital 450. 958
St. Elizabeth Hospital of Danville. Ill..... 465. 471
St. Elizabeth Medical Center 428, 446
St. Francis Hospital Medical Center 935
St. Francis School for Exceptional Children
..... 453.460. 986
St. Francis X. Cabrini Hospital 968
St. James Hospital 973.981. 986
St. John's Hospital 970

St. Joseph Hospital 429.431. 942
St. Joseph Hospital. Elgin 959
St. Joseph Hospital. Kirkwood. MO 453
St. Joseph Hospital School of Nursing 468
St. Joseph's Hospital Medical Center .. 460.936. 952
St. Joseph's Medical Center 430. 453
St. Leonard's House 445
St. Luke's Methodist Hospital 432
St. Margaret Hospital 977
St. Mary Hospital 472
St. Mary of Nazareth Hospital 981
St. Mary of Nazareth Hospital Center
..... 458.952. 960
St. Mary of Providence School 964
St. Mary's Hospital 424.426.440. 445
..... 460.465.468. 970
St. Mary's Hospital. Centralia. IL 978
St. Mary's Hospital. Decatur 967
St. Mary's Hospital of Kankakee 428
St. Mary's Square Living Center 463
St. Monica Hall 445
St. Monica's Maternity Center 973
• St. Paul Fire & Marine Insurance Co..... 376
St. Regis Paper Co..... 465
• St. Therese Hospital 373
St. Therese Hospital 454, 971
St. Vincent De Paul Center 954
St. Vincent Memorial Hospital 957
St. Vincent Residential School 464. 470
Saint Xavier College 962
Sakalauskas. Arthur 1062
Saldana. Arnold 1045
Saleem. Rafia S., M.D..... 959
Saleh. Jack S., M.D., S.C. 988
Salem. Mayra 1069
Salm. Cheryl 1047
Salvation Army 935. 985
Salvation Army Booth Memorial Hospital 453
Salvation Army. Tom Seay Service Center
..... 443. 951
Sarno. Dolores A..... 1068

Sampey. John F 572
Sampey. John J 572
Sampson. Doreen 936
Sanchez. Clara 1048
Sanchez. Filiberto 568
Sanchez. Martha 1051
Sanchez. Mary Faith 559
Sanders. Carolyn A 1061
Sanders. Clarease 1065
Sanders. Emery 420
Sanders. George 1072
Sanders. JohnE., Jr 562
Sanders. Larry C 577
Sanders. Mae Lizzie 1059
Sanders. Raychel 1060
Sanders. Richard W 933
Sanders. Thomas A 442
Sandler & Sons Dental Supply 475
Sandoval. Louis 1056
Sandusky. Allen 487
Sandy. David **O** 487
Sanford. Gary 566
Sangamon County Treasurer. Fred H.Tomlin ... 463
Sangamon State University 477
Santana. Lydia Dominquez 562
Santiago. Gracie 486
Santiago. Sofia 1071
Santoro. Thomas **J** 577
Sapetti. Dorothy 442
Sapin. Neil **J.,** M.D. 966
sarco Putty c o 964
Sardin. Mildred 1056
Sargent. Raymond 575
Sary. Amrind 1061
Satterlee **Co** 972
Saulter. Herman 561
Savage. William J 1071
Savic. Zivko 1048
Savin Corp 435, 436, 437, 442, 446, 457, 469, 470,
..... 471, 937, 942, 954, 955, 956, 961, 966, 971, 977
Savitski. Peter A 455
Sawyer. Alice Rollins 1061

Sawyer. Chester W 469
Sawyer. Rosezella 491
Saxon. James S 1073
Saxon Business Products 989
Scanlon. Edward C., O.D. 447
Scanlon. John 427
Scarpelli. Joseph C 442
Schachtele. Jewell 486
Schachter. Henry M 481
Schachter. Revelle S 481
Schaeffer. Ronald 425
Schafer. Delos M 482
Schafer. Jayne D 482
Schafer. Michael E., M.D 962
Schaffenacker. Randy 491
Schaffer. Brian A 440
Scharff. Kathleen M 1056
Schatte. Alma 442
Schatte. Karen 571
Schauer. Lois E 559
Scheffel. Sandra L 569
Schemp. Hazel 1045
Schillace. Linda 488
Schiller. W. & Co 969
Schimph. Mary. 1065
Schindler Haughton Elevator Corp 971
Schisler. Gale 945
Schlief. Ronald 950
Schmacht. Edward 1063
Schmelzel. Irene R 435
Schmelzel. Lyle 435
Schmid. Helen D 469
Schmidt. Richard A 978
Schmidt. Robert K 997
Schneider. Clemens 37
Schnell. Joseph F 558
Schoen. Jerome E., D.D.S., M.S., P.C 473
Schoeph. Patrick 560
Schonert. Charles 561
School District U-46 972
Schremp. Karen 576

● Schrishuhn. Victor 1009
Schroeder. Keith E., M.D 959
Schroeder. Robert E 1049
Schrom. Wayne A 977
Schuepbach. Thomas 995
o Schultz. Bernice 400
Schultz. Mark Wayne 570
Schultz. Richard 1068
Schultz. Richard. Dr 964
Schumake. Frank 942. 1061
Schuman. Alvin 577
Schuster. Janice 482
Schwab Rehabilitation Hospital 959
Schwartz. Jerrold. Dr 953
Schwiedergoll. Frank 576
Scientific Games (Illinois). Inc 471
Scimica. Thomas C 563
Sciuto. Rita F 995
Scoleri. Catherine 1068
Scotese. John 1069
Scott. Barbara A 972
Scott. Brian M 997
Scott. Ernestine 434
Scott. H.D., M.D. 434
Scott. James 1045
Scott. John Conduff 566
Scott. Joseph C 997
Scott. Lula 1044
Scott. Monica L 948
Scott. Ralph. Jr 488
Scott. Raymond 441
Scott. Willie Belle 998
Scottish Rite Hospital for Crippled Children ... 970
Scroggins. James Michael 1062
Scruggs. Belinda I 567
Scudder. Gary 559
Seabury Press 426
Seamon. Cleveland 939
Seamon. Raymond 1070
Sears. Roebuck & Co 952. 987
Seat. Clifford (Floyd) 1067

Secrist. Martha B 420
Sedabres. George. Jr 933
Sedlack. James E 1071
Seeley. Steven E 941
Seibert. Harold 577
Seiwerts. Leo A 440
Seiwerts. Sonja 575
Sejdinaj. Irene R., M.D., S.C 961
Seldin. Harold. O.D. 969
Self. Margie A 117
Seng. Michael P 1000
Senneff. James D 997
Seno. Steve 572
Serrano. Alfonso 1050
Serrano. Tomas 573
Service Supply *Co* 462.463.955. 959
Servis. Donald D 975
Setnicar. Albert F 435
Seung. S., M.D 427
Seungdomrong. S., M.D 467. 958
Severin. Terry A 997
Sevier. Arnold E 575
Sexauer. J.A., Inc 941
Shadid. George P 443. 476
Shaffer. Gary Lee 464
Shamma. Issa J 1067
Shaner. Robert L 433
Sharp. Alvin E 1043
Sharp. Clarence J 944
Sharp. Donna Sue 1043
Sharpe. Vernita 1053
Sharrieff. Phyllis J 563
Shavers. Mamie 1049
Shaw. Dolores 1049
Shaw. Donald Denton 487
Shaw. Frank L 997
Shaw. Glen 564
Shaw. Luella 1056
Shaw. Ruby 994
Sheets. Joann 487
Shelby. Georgia 458

Shelter. Inc 979
Shelton. Bob 440
Shelton. Gary Joe 1053
Shelton. Mearl 222
Shelton. Sharon 489
Shenesky. Grace 1055
Shepard's Inc 443
Shepard's/McGraw-Hill 983. 985
Shepherd. Alonzo 492
Shepherd. Juanita 558
Sheppard. Bernie R 1070
Sheraton Inn 972
Sheraton Inn-Airport 468
Sheraton Inn—Galesburg 447
Sheraton O'Hare Hotel 972
Sheraton Twin Towers Hotel Corp 474
Sheridan. M. Catherine 995
Sherman. Gayle 942
Sherman Hospital Association 426, 429, 451, 975
Sherrock. Grace L 949
Sherrod. Perry 483
Shiftlett. Patricia 561
Shorter. Willie 441
Showalter. Allen R., M.D., S.C. 466
Shramek. James Paul 1049
Shroyer. Phillip 422
Shulkin. Neil H., Dr 469
Shull. Violet V 486
Shultes. Flora 973
Sibua. Richard J 1047
Sickles. Linda Lou 948
SIE—Geosource 966
Sieg Rockford *Co* 427
Siegel. Robert G 575
Siemens Gammasonics. Inc 473
Siemer Milling *Co* 457
Sienkowski. Tony P 566
Sieradzki. Walter 565
Sievers. Steven A 950
Silas. Vera E 1051
Silkwood. Larry R 450, 461

Sill. Robert L 989
Silmon. Sonya 1049
Silva. Lilia S 1065
Silver. Duane W 942
Silver. Shirley 942
Silver Cross Hospital 452
Silverman. David J 576
Silverman. George B 76
Simes. Nikki C 1068
Simmons. Agnes M 1046
Simmons. Anne 490
Simmons. Ethel Mae 1048
Simmons. Judy M 1057
Simmons. Kattie 1053
Simmons. Magnolia 570. 1051
Simmons. Wanda 492
Simms. Jeanie 570
Simon. John B 441
Simon. Michael J 1066
Simplex Time Recorder Co 472. 984
Simpson. James E 481
Simpson. Juanita 1062
Simpson. Judith R 423
Simpson. Rose M 932
Simpson. Willa 556
Sims. Dorothy 455
Sims. Gwendolyn 570
Sims. James L 428
Sims. Ora 574
Sims. Ricky 992
Sims Copy Systems 961
Sinclair's Food Markets 974
Singh. Randhir 577
Singleton. Arthur 1070
Sintic. George J 989
Sipes. David A 574
Sisco. Guy 1065
Sisk. Mildred R 465
Sivertsen. Bolliger & Assoc 476
Sjoby. Fatima G 1064
Skaj. Charles M 857

Skaug. Ronald 1072
Skeeters. Mary Marie 932
Skokie Truck Repair. Inc..... 964
Skyline Disposal Co..... 437
Skyline Motor Inn 959
o Skyview Wholesale Nursery Sales Co..... 352
Slaughter. Glenda 1044
Slaven. Stanley 1044
Slawin. Frances 998
Sleezer. Leslie N..... 934
Sleezer. Sandra 934
Sligo. Inc..... 458.939. 959
Sloan. Betty A..... 431
Smajda. Michael A..... 1071
Smith. Albert L..... 1062
Smith. Anna L..... 1059
Smith. Ben W..... 433
Smith. Benjamin D..... 1059
Smith. Betty 1055
Smith. David 935
Smith. Dean 421
Smith. Edmond L..... 440
Smith. Ethel 1065
Smith. Eugene **P**..... 1052
Smith. James W..... 492
Smith. Jay G..... 487
Smith. Johnny 484. 993
Smith. Josephine 1067
Smith. Judy 950
Smith. Kendra 432
Smith. Kurtis B..... 565
Smith. Larry D..... 568
o Smith. Laurence 191
Smith. Leatha 1061
Smith. Loren Edward 939.944.945. 946
Smith. Mary 560
Smith. Melvin 1053
Smith. Mollie 574
o Smith. Natalie 536
Smith. Nathaniel 995
Smith. Osia E..... 1062

Smith. Robert S., Jr 445
Smith. Roger A 563
Smith. Rose Koonce 1059
Smith. Thomas J 997
Smith. Thomas William. Jr 993
Smith. Tommie 1053
Smith. Velma 490
Smith Surgical Supply. Inc 461
Smith. V. A.. Co 954
Smock. Carol 488
Smoler Brothers. Inc 480
Smyth. Brian R. , ... 1053
Smyth. Daniel T., Jr 452
Snap-On-Tools 474
Snett. Roberta Marks 939
Snook. Robert L 454, 954
Snow. Georgia 1055
Snulligan. Verna J 576
Snyder. Patricia 1055
o Sobbe. Kimberly 926
Sobon, Piotr 1061
Software Design Assoc., Inc 981
Sokalski. Stephen. Dr 958
Solar Usage Now. Inc 955
Solarex Corp 455
Solheim. Richard 423. 934
Song. Keum Ok 1045
Songer. Roe W 1063
Sonin. Patrick B 944
Soppi. Frank M 1045
Sorensen. Terry Ann 951
Soriano. Delia 1052
Sotelo. Stanley L 1057
Soto. Colleen M 569
o Soto. Kathy 509
Soto. Ralph. Sr 1062
Soule. Robert A., Sr 430
South. Gary L 421
South Carolina Department of Mental Health 934. 952
South Chicago Community Hospital .. 427.467. 1070

South Genesee Street Trust 471
South Side Crippled Childrens Aid 446
South Suburban Family Practice. Ltd..... 463
South Suburban Hospital 984
South Suburban Nazarene Nursery School 973
South Town Refrigeration Corp..... 467
Southern Glass Co..... 979
Southern Illinois University 963.979. 987
Southern Illinois University, Board of T ustees of
..... 457.463. 955
Southern Medical Center 444
Southwest Suburban Bank 967
Spadoni, Alex. M.D..... 460
Spalding. John L..... 1047
Spates. Linda 934
Spears. Gale S..... 438
Specialized Medical Imaging. Ltd..... 445
Spencer. Curtis 425
Spencer. David L., M.D..... 956
Spencer. Luella 070
Spencer. Malcolm C., M.D., S.C. 447
Spencer. Rodney 045
Spencer. Terry L..... 994
Spicer. Edward 941
• **Spiegler. John H., M.D**..... 336
Spigelman. Lillian. M.D. 982
Spitzer's Office Interiors. Inc..... 477
Spivey. Carol 939
Spivy. Dixon F., M.D. 447
Spoors. Eleanor 1059
Spradlin. Mary K..... 944
Spring Valley Supermarket..... 455
Springfield Anesthesia. Ltd..... 460
Springfield Electric Supply Co..... 959
Springfield Hilton 471
Springfield Marine Bank 945. 991
Springfield Public Schools 444
Springfield Public School District #186 952
Springfield Radiologists. S.C..... 428
Springfield Welding & Auto Body 460
Springs. Yvonne 1054

Sprout. George D 940
Squires Ad Agency & Art Studio. 970
Srejma. Frank 419
Stacey. Donald J 489
Stack. Roy 1052
Stacy. Elsie E 492
Stader. Raymond D 1061
Stadium View. Inc 482
Staff. James F 421
Staggs. Neta M 426
Stamps. Rosa 934
Stanbro. Geraldine M 997
Standard Oil Division 441
Standard Oil Division. Amoco Oil Co ..... 421.
..... 423.426. 443
Standard Photo Supply 964
Standard Register Co 945
Standley. C. Joseph 438
Stanford. Bessie 1068
Stanovich. Richard 934
Staples. Margaret 1051
Star-Sentinel Newspapers 974
Stark. Marilyn A 949
Stark. Sheila F 950
Starks. Keith 430
Starr. Keith 1073
State Colleges & Universities. Board of
Governors of 449
State Community College 453
o State Employees' Retirement System of Illinois
..... 334
o State Employees' Retirement System of Illinois .. 889
State Employees' Retirement System of Illinois
..... 446.453. 458
State Farm 437
o State Farm Insurance Co 332
State Farm Insurance Co 938
State House Inn 431.455. 952
State of Illinois 461
State Services Organization 941
Staten. A. T 1060

Statkus. Walter **560**
Stebbins. Marlin **995**
Steele. Henry **1068**
Steele. Lucille **482**
Steele. Mose **1062**
Stempniak. Michael **492**
Stepanich. Deborah A..... **440**
Stepanich. Thomas **P**..... **440**
Stephen. M.J., Sheet Metal Co..... **971**
Stephenson. Jacqueline B..... **571**
Stephenson. Kenneth **429. 993**
Stepp. Millard A..... **1060**
Sterioti. Frank **1065**
Sterling School of Beauty Culture. Inc..... **464. 937**
Sterling-Rock Falls Family YMCA **974**
Sterns. Betty **425**
Stevenson. Anna **1047**
Stevenson. Christine **1047**
Stevenson. Elton **1051**
Stevers. Wendel **E**..... 997
Stewart. Albert **560**
Stewart. Avery **570**
Stewart. Bernice **1046**
Stewart. Bryan J..... **997**
Stewart. Charles **485**
Stewart. Darlene **1058**
Stewart. Ethel **C**..... **480**
Stewart. Gwendolyn M..... **491**
Stewart. Lewis B..... **1069**
Stewart. Linda **481**
Stewart. William. Jr..... **1061**
Stogner. J.David. Jr..... **421**
Stoker. Sharla **J**..... **486**
Stokes. Alice **419**
Stokes. John Wesley **1051**
Stop-N-Shop **478**
Storage Technology Corp..... **972**
Stouffer's Cincinnati Towers **446**
Stovall Remodeling **471**
Stowe. Gordon N.& Associates. Inc..... **459**
Strama. Thomas J..... **1000**

Strasbough. Max E 424
Stratton Hats. Inc 975
Straughter. David 1051
Straughter. Tony 1051
Streff. Monique 969
Stremel. Steven 561
Strenk. Marc Q 1061
Strickland. John E 575
Stringfellow. Early 438
Stringfellow. James 561
Strobeck. Reiss & Co 955
Strode. James Evans 1046
Stroink Pathology Laboratories 453
Strojin. Emilie 564
Strom-Kell Tool Co 978
Strootman. Sherman L 864
Stroschein. Evelyn 577
Strother. Cynthia 435. 437
Strother, Ludealur 560
Strubberg. Leroy 565
Struss. Paul. D.D.S. 977
Stubbs. Charles 486
Stubbs. Siegfried 895
Stufflebeam. Virginia Carol 1044
Suane. Rodney 933
Sublett. Mable J 463
Suburban Cook County Area Agency on Aging 450
Suburban Heights Medical Center 966
Suburban Psychiatric Associates. S.C. 977
Suburban Trib 464. 982
Sullivan. Betty J 441
Sullivan. Kyle 491
Sullivan. Mattie 562
Sullivan. Mildred F 486
Sullivan. Rickie 489
Sullivan House 984
Sullivan's Food 455
Sullivan's Law Directory. Inc 970
Summers. Dale 422
Summers. Robert H., Inc 967

Summit Park District 482
Sun Oil Co..... 448
Sunderland. Dale W., M.D. 984
Sunnie Kiddies Day Care Center. Inc..... 942. 956
Sunrise Hospital 985
Super X Drug Stores 986
Super "Z" Foods. Inc..... 469
Superior Coach Sales & Service..... 434
Superior Reporting Service. Inc..... 978
Supply Corp..... 984
o Susler. Jan 895
Sutherland. Lillie..... 1056
Suthikant. Deja 473
Svaniga. Lora J..... 984. 990
Swan Electric. Inc..... 979
Swanson. William C..... 1067
Swearingen. Kevin L..... 1047
Swedish American Hospital Association. Inc.
..... 430.453.470.945.969. 978
Sweeney. John W..... 989
Sweitzer. Cathryn J..... 949
Swenson Spreader Co..... 975
Swick. Thomas B..... 1059
Swope. Alfreda 1050
Sybron/Castle 978
Sykes. Joyce 572
Sykes. Ruth M..... 1048
Sylvania Lighting Services Corp..... 449
Systematic Keypunch 970
Szymanski. Matthew 559
Szymik. C., M.D. 480

T

T.O.S..... 492
Tafolla. Maria Williams 1045
Tag. Inc..... 468
Taggart. Kenneth S..... 440
o Talandis Construction Corp..... 234
● Talbott. Owen 885

Tallant. Sharon Veldhuizen 490
● Talley. Charles. Jr 828
Talley. Charles. Jr 992
Talsma. Peter 574
Tam. Ching Yuk 1047
o Tam. Kenneth 805
Tamborello. Patricia 940
Tampa. Winnie 1049
Tanaka. Jack Koto. Sr 942
Tangerman. Jack 420
Tanksley. Geraldine 1061
Tannenbaum. Etty Libby 933
Tanner. Bobbie Dean 969
Tanovic. Becir 485
Tapia. Jesse 422
Tapper. Ammyone 438
Tapper. Charles E 1058
Tapper's Central Heating Co 425
Taradash. Michael 444
o Tarkowski. James 629
Tarnopolskaya. Zoya 452
Tate. Ealton 1064
o Tatum. Dora Mae 1031
Tavenner. James E 1073
Taves. Kenneth 420
Taylor. Annie 578
Taylor. Barbara L 424
Taylor. C. Eugene 967
Taylor. Elaine 419
Taylor. Ethel 1068
Taylor. Fern 465
o Taylor. G. Flint 895
Taylor. George E., Jr 1054
Taylor. Letitia 933
Taylor. Linda K 932
Taylor. Marcella 1047
Taylor. Montene 490
Taylor. Nelson 564
Taylor. Pearl Gomez 570
Taylor. Ronald 1043
Taylor. Rosie Mae 1067

Taylor Business Institute 458
Teachers College Press 443
Teachers' Retirement System of the State of Illinois 480
Tech Electronics. Inc..... 476. 947
Tedder. Paul W..... 426
Teftteller. George E..... 480
Teister. Charles J..... 1062
Telephone Answering Service. Inc..... 454
Tennant. Jeffrey S., M.D. 943
Tenort. Ethelyn L..... 1050
Tepper Electric Supply Co..... 474
Terrace Supply Co..... 974. 976
Terrell. Tyrone 1044
Terrell. Uyless T..... 1055
Terry. Betty Louise 932
Terry. Gordon B..... 946
Tessema. Fesseha 959
Tessman. Fred L..... 428
Texaco. Inc..... 449.450.479.939.952.959. 963
Thachuck. Karen Ladouceur 1054
Thangavelu. M., M.D. 955
Thiel. Sandra L..... 979
Thomas. Barbara 490
Thomas. Blaire D., D.D.S. 977
Thomas. Claudette 493
Thomas. David D..... 1052
Thomas. Doris 1052
Thomas. Elzina 1048
Thomas. Emma 976
Thomas. Fay 1047
Thomas. Frederick K..... 1065
Thomas. Gloria A..... 1044
Thomas. James E..... 560
Thomas. John 483
Thomas. Kristina 802
Thomas. Lucious 1067
Thomas. Mary A..... 573
Thomas. Mary E..... 571
Thomas. Maurice L..... 1049
Thomas. Melba Jean 522

Thomas. Nathaniel 1053
Thomas. Richard 441
o Thomas. Stephen R..... 802
Thomas. Wilma J..... 492
Thompkins. Betty 567
Thompson. Durward G..... 422
Thompson. H. W., M.D. 937
Thompson. Helen 564
Thompson. Joy 976
Thompson. Mary 576
Thompson. Michael W..... 992
Thompson. Minnie 1062
Thompson. Mary. Hospital 449. 945
Thompson. Lloyd E., Ltd..... 445
Thonet Industries. Inc..... 475
Thorburg. Dennis D..... 488
o Thorleif Larsen & Son. Inc..... 810
Thurman. Nancy J..... 431
Tienda. Steven 564
Tilden High School 449
Tillis. Thomas L..... 487
o Tillotson. David 353
Timmons. Daniel 494
Tindall. Harold 1043
Tinsman. Randy 487
Tipps. Mary L..... 949
Tipton. Willa 564
Tiscareno. Ann L..... 491
Titus. Sylvia Lynn..... 1054
TJ Photo. Inc..... 938
TJ Printers. Inc..... 953
To. Luyen..... 459
Todd. Carla K..... 949
Todd. Donald 422
Todd. Jerry Dean 1047
Todd. Mary 1065
Toddle Town Day Care 994
Tolbert. Chesley 1065
Tolbert. Jesse..... 438
Tolbert. Kevin 993
Tolen. Dennis 1044

Toliver. Mary A 1052
Toms. Connie 1062
Ton. Nghia 460
Tooley. Susan Ann 455
Torrence. Clemitee 1061
Torres. Jesus M 561
Torres. Pedro 1053
Torrez. Frank P 995
Torricelli. Marguerite R 571
Totah, Ismail 1062
Totsch. Delores June 1069
Touios. Vassiliki. M.D. 962
Touloumis. George 996
Town & Country Travel. Inc 477
Town House Motel 434
Townsend. Antoinette 571. 572
Townsend. Dean 572
Townsend. Dorwana 576
Townsend. John W 559
Townsend. Jonetta 572
Townsend. Walter L 1050
Tracy. Sandra Mary 570
Tracy. William A 1070
Tran. Binh Lam 474
Tran. Vy V 478
Trane Sentinel. Inc 989
Trans World Airlines. Inc 478. 971
Transport Clearings-Midwest, Inc 428. 454
Trapani. Andrew P., Dr 989
Tratt Clinic. S.C 472
Travelers Aid/Immigrants Service League 468
Travis Realty Co 481
Traylor. Marechal 569
Treister Orthopaedic Services. Ltd .... 457.463.472.
..... 938.939.940.941. 942
Trenter Oil Co 989
Treptow. James R 1046
Tretter. Evelyn 1065
Tri-Oil Co 461
Tri-Village Travel 964
Trier. James W 1066

Triodyne. Inc 458
Tripp. Jerry 568
Trisby. Dion 433
Triyonis. Marie 976
Truitt. Junior Lee 1060
Trujillo. Odila Lopez 559
Trupin. Lewis. M.D. 947
Trzyna. Alexia J 492
Tubbs. Wiley. Sr 576
Tudor. Dorothy M 427
Tulane University 989
Tullio. Paul M., D.C. 462
Turek. Joseph R 492
Turek. N. & Sons. Inc. 938. 957
Turke. Audrey M 438
Turlek. Stephen A 481
Turner. Alexander M 1072
Turner. Clarence A., Jr 564
Turner. Gladys P 1057
Turner. Helen M 1062
Turner. James 569
Turner. Marine 559
Turner. Ronald W 997
Turso. Stanley 1072
208 South LaSalle Street Corp 421
Tybor. Harriet 560
Tyler. Ola Mae 461
Tyler. Perry 1047
Tyree. Anne E 978

U

U.S. Corrugated-Fibre Box Co 474
U.S. Steel Corp 468
UARCO, Inc 975. 987
Ubert. Henry 1054
Ude. Inc 384
Udstuen. Robert G 492
Uhl. George M., Jr 452
Uhlich Childrens Home 427

Unal. Huseyin 1062
Underwood. Dennis K..... 558
Underwood. Doris 575
Uniforms To You & Co..... 973
Union Special Corp..... 962
Uniroyal. Inc..... 427.964. 966
United Agri-Services, Inc..... 942
United Air Lines. Inc..... 428.429.447. 455
United Conveyor 467
United Graphics. Inc..... 435
United Methodist Children & Family Services of Mo., Inc..... 981
● United Pacific Insurance Co..... 234
United Parcel Service 957
United States Army Finance & Accounting Center 449
United States of America 480
University Associates 461
● University of Chicago 365
● University of Chicago 895
University Hospital 458.963. 966
University Hospital & Clinic 986
University Neurosurgical Assoc., Inc..... 473
Unland. Dona J..... 491
Unseld. Marsha 1070
Unterman. Martin. Dr..... 956
Uphoff. C.John 481
Upjohn Healthcare Services. Inc..... 476.944. 961
Upton. Horace Bruce 563
Urbantsching, John 565
Urdiales. Librada 1054
Urological Association of Belleville. Ill., Ltd.... 472
Utech. Ruth Eileen 948

V

Vaisvilas. Frank 561
Valdivia. Aloisa 577
Valente. Wilma R..... 561
Valentine. D.D., D.D.S..... 969

Valk Manufacturing Co..... 972
Vallarta Reporting Service. Inc..... 945
Van. Edward 429
Van Dyke. William 987
Van Pelt. Robert 490
Van Schaik. Ann 527
Vance. Delores Jean 1054
Van's Shoes 468
Vanzuiden. Michael 997
Vargas. Esperansa 1053
Vargas. Marta 1064
Vargas. Willie 1054
Vaudeman. Delbert J..... 1053
Vaughn. Catherine 563
Vaughn. Frederick 567
Vaughn. Wayman D..... 517
Vaughn-Jacklin Corp..... 427
Vazquez. Felix 1046
Veal. Howard R., Sr..... 473
Veith. Charles W., D.D.S..... 975
Velasquez. Geraldo 1070
Velez. Kenneth 572
Venturoni. Sarah 1059
Vera. Fernando E..... 1056
Verkamman. Matthew 491
Vermillion. Ronald E..... 996
Versey. Marva 1000
Verstynew. Kim 492
Vescogni. Janet L..... 996
Vetter Corp..... 469
Vieira. Elinor 950
Viens. Edward 946
Village of Durand 957
Village of Maryville 480
Village of Stonington 440
Village of Wenonah 480
Village Radiology. Ltd..... 432
Villar. Ralph. Jr..... 564
Villaseca. Josephine. Day Care Center. The 453
Viloria. Pablo M..... 1051
Vincent. Marilyn 932

Vins. Charles 1048
Vins. James 1048
Visionquest National. Ltd..... 434.464.467.953
Viskant. Albert 420
Viskant. Gregory 420
Vitullo. Louis R..... 492
Vogel. Benjamin E..... 933
Vogel. Donald 489
Voigt. Shirley..... 420
Volkening. Kenneth R..... 427
Volkman. Everett W..... 572
Vonachen Industrial Supplies. Inc..... 476
Voss. Phyllis 1067
Voss Equipment. Inc..... 427
Vrabel. Elizabeth 1051
Vulcan Materials Co..... 443
Vycas. Adriana 956
Vycital. Ronald S..... 487

W

WJ.E., Inc..... 980
Wachovia Services. Inc..... 449
Wade. Jess H..... 573
Wadie. Ann J..... 1048
Wadley. Caryl 424
Wafla. Bruno 1059
Wagner. Jama 473
Wagner. Matthew 1052
o Wagner Heating & Ventilating Co..... 354
Wagy. Steve..... 486
Wahl. Allois W..... 437
Wahl. Howard P..... 437
Wake. William H..... 955
Waksmundzki. Roman 574
Wal-Mart 977
Wal Mart #224 958
Walden. Oscar. Jr..... 934
● Waliczek. Victoria P..... 929
● Walker. Alice 583

Walker. Claiborne Julius 1054
Walker. Clarence 429
Walker. Dale E 561
Walker. Darlene 948
Walker. Ina 568
Walker. Joyce 447
Walker. Linda Marie 574
Walker. Mary Ann 1043
Walker. Mattie R 1060
Walker. Sterling 944
Walker. Willie R. 1060
Wallace. Dolores 988
Wallace. Fanny. 1045
Wallace. John R 955
Wallace Business Forms. Inc 478
Wallace Micro-Mart 985
Wallar. Elizabeth 1072
Waller. Donna Moseley 564
Waller. Louise 1066
Wallk. Silas. M.D 449
Walls. Geraldine 995
Walsh. Carolyn C 996
Walsh. Daniel F 1051
Walsh. Victor. Dr 952
o Walsh Bros., Inc 166
Walters. Dale R 1063
Walters. Wilbert 487
Walther. Jay R., M.D. 434
Wang Laboratories. Inc ..... 937.952.953.985.
..... 986. 988
Wangler. Terence 998
● Wanland. Richard 650
Wanland. Richard E 438
Ward 422
Ward. Allean 1070
Ward. Clarence V., Dr 477
o Ward. Florence J 398
Ward Memorial Hospital 445
Wardlow. Mark E 560
Warga. Joseph 428
Warner. Charles 933

Warning Lites of Illinois. Inc..... 478.970. 971
Warnock. Michael J..... 421
Warren. Betty 431
Warren. Robert 431
● Warren Achievement Center. Inc..... 621
Warren Achievement Center. Inc..... 980
Warrington. Dorothy 432
Warso. J. & Sons 946
Washington. Caldonia 490
Washington. Charles 484
Washington. Dale 485
Washington. Delores 1043
Washington. George E..... 423
Washington. Louise 1044
Washington. Lucille 1063
Washington. Margo Sylvia 567
Washington. Rose 572. 1068
Washington. Sharon E..... 1000
Washington Rubber Co..... 427
Washington University 973
Washington University. Dept. of Anesthesiology 989
Wasielewski. Ronald 573
● Wasserman. Paul. 883
Wassinger. Gregory K..... 936
Wassinger. Gregory Kirk 993
Wasylik. Jeraldine..... 571
Waters. Yvone E., Ms..... 995
Waters. Yvonne E..... 487
Watkins. Amy Rose 565
Watkins. Nadine 576
Watkins. Nathaniel 576
Watson. Clyde..... 1062
Watson. Diana L..... 1050
Watts. Gladys Rivera 1048
Watts. Glenn E..... 442
Watts. Oscar Lee..... 1046
Watts. Thomas F..... 432
Waugh. Richard E., ... 998
Wayne. Cathy 1052
Wayne General Hospital 454

Weatherall. Jeanette 445
Weathersby. Maggie J 1049
Weaver. Dorothea 964
Weaver. Minnie L 487
Weaver. Nila Louise 994
Webb. Alva 561
Webb. David 1047
Webb. David L 422
Webb. Robin 1057
Webb. Sharon A 422. 430
Webber. Bradley F 994
Webcraft Packaging 438
Weber. Dale 560
o Weber. Deborah A 349
Weber. Lois L 1072
Weber. Hilmer & Johnson. Inc 478
Webster. David R 1043
Webster. Helen T 1053
Webster. Henry 563
Wee. Chang Ho. M.D 463
Wee Care Day Care 459
Weeks. Robert L 1059
Weems. Velora G 462
Weese. Harry & Assoc., Ltd 978
Wegrzyn. Mary J 996
Wehking-Wilson Corp 978
Weil. Daniel W 986
Weimer Typesetting Co 976
● Weinstein. Adeline 1007
Weir Chevrolet-Olds., Inc 989
Weisenberger. Karen Sue 1049
Weiss. Louis A.. Memorial Hospital ..... 427.428.
..... 441. 942
Welborn Electric Co 469
Wellendorf. Merwyn 998
Wellner. Anthony 1072
Wellnitz. Ricky L 997
Wells. Arnold S., III 440
Wells. Darrell 1049
Wells. Donald Lee 424
Wells. Douglas 992

Wells. Marian 490
Welsch Red-E-Mix, Inc..... 451
Wendt. Margaret H 1062
Wenk. Julius 1047
Wentworth-26th Currency Exchange. Inc..... 951
Wenzel. Dolores A..... 421
Werderits. Matilda A..... 1065
Wesley Day Care Center..... 957
West. David 494
West. Richard 437. 483
West Allis Dental Care..... 975
West Publishing Co..... 420. 473
West Suburban Hospital 956. 968
West Suburban Kidney Center. S.C..... 423
Western Contractors Equipment. Inc..... 970
Western Engine Co..... 969
Western Illinois Area Agency on Aging 464
Western Illinois University 980
Western Union International. Inc..... 446
Westin Bonaventure Hotel 959. **972**
Westlake Co..... 860
Wetherall. Jeanne Louise..... 577
Whalen. Michael 1058
Whalen. Richard E., Jr..... 934
Whang. June 1045
Wharton. Bettye Jane 492
Wheeler. Karen Sue 950
White. Annette 1056
White. Dorothy 566
White. James D., Sr..... 576
White. John A., Jr..... 997
White. Kirk D..... 561
White. Michael A..... 489
White. Pamela 949
White. Shirley..... 1064
White. Stephanie A..... 577
White. Steven 1062
White. Willa *578*
Whitehead. Willie 490
Whitener. Robert **C**..... 1052
Whitfield. James H., Dr..... 463

Whittaker. Billy **1057**
Whittfield. James H., Dr..... **937**
Wholesale Educational Suppliers Co..... **452**
Wickam. Beverly **1054**
Wieneke. E., Store **423**
Wiese Planning & Engineering. Inc..... **977**
Wilberton. Jacqueline *567*
Wilborn. James **941**
Wilcoxon. Oral **950**
Wiley. John & Sons. Inc..... **978**
Wiley Office Equipment Co..... **939**
Wilk. Ann Eve **1059**
Wilkerson. William **423**
Wilkins Pipe & Supply Co..... **468**
Wilkinson. Alan **937**
Willard. Daaron B..... **1050**
William J. Harte. Ltd..... **913**
Williams. Ada **568**
Williams. Albert **421**
Williams. Alice **M**..... **576**
Williams. Aminta **1071**
Williams. Andrea **419**
Williams. Annie Ruth **1057**
Williams. Arthur **937**
Williams. Beverly **487**
Williams. Celeste **559**
Williams. Charles **431. 489**
Williams. Christopher **431**
Williams. Coleman **1069**
Williams. Cynthia A..... **492**
Williams. David **488**
Williams. Dorothy **566**
Williams. Eddie..... **1054**
Williams. Eddie E., Ph.D. **468. 979**
Williams. Edward A..... **1050**
Williams. Eugene **938**
Williams. Fedro..... **572**
Williams. Gloria **490. 1057**
Williams. James. **1043. 1052**
Williams. James **G**..... **1064**
Williams. Jerome C..... **1071**

o Williams. Joann M 839
Williams. John 558. 1072
Williams. Johnnie C 569
Williams. Lloyd 1053
Williams. Lou 490
Williams. Mary 489
Williams. Mary Alice 948
Williams. Milton 1063
Williams. Minnie L 490
Williams. Moses 560
Williams. Ollie 992
Williams. Otho. Sr 1063
Williams. Rosalie 421
Williams. Roy E 571
Williams. Ruth 566
Williams. Shirley M 949
Williams. Tommie J 1048
Williams. Velma 1071
Williams..West 490
Williams. Willie 484.940. 992
Williamson Towing Co 420
Willis. Hazel 569
Willis. Henry 484
Willowglen Academy 980
o Wills. Thomas **C** 381
o Wilson. Alice M 872
Wilson. Bobby Lee. 563
o Wilson. Carol 10
Wilson. Catherine 1053
o Wilson. Clarence Eugene 382
Wilson. Clarence Eugene 484
Wilson. Earl 429
Wilson. Earl **E** 992
Wilson. Frank D 421
Wilson. Georgia Wren 1053
Wilson. Howard Duane 1058
Wilson. James E., TPR 995
Wilson. James **H** 1045
Wilson. Jean 1046
Wilson. Johnnie **L** 943
Wilson. Mattie R 1053
o Wilson. Romel 135

Wilson. Sharon (Brock) 485
Wilson. H.W., Co..... 940
Wilson Hardware 983. 984
Wilton. Karen 487
Wimes, Joe 1065
Wimunc. Paul G 1048
Winchester. Louise N 1053
Winford. Louis 427
Winfrey. Albert 424. 425
Winfrey. Vicki J 1043
Wingert. Marie 560
Winks. Robert 485
Winona Clinic. Ltd..... 429. 447
Winslow. Norman Henry 422
Winter. Clark 489
Winters. Noah 577
Wisdom. Richard 1059
Wise. Arthur 1070
Wissinger. Kathleen M..... 1057
Withers. Booker 1050
Withers. Cordie 1050
Withers. Victoria 1050
Witherspoon. William 934
Witherspoon. William C..... 494
Witsman. Rodney R..... 1064
Witzel. James 727
Wleklinski. Leon R., D.C. 974
Wojcik. David C..... 936
Wojnar. Victor S., M.D..... 429
Wokoun. Gwen R..... 428
Wolenczuk. Teodor 574
Wolf. Maureen 1072
Wolfe. Virginia 1072
Wolfe. Rosenberg & Associates 458.461. 959
Wolff. Bruce L..... 946. 987
Wolff. Bruce L., D.D.S., Ltd..... 971
Wolford Morris Sales. Inc..... 988
Wolfson. Allan 976
Wolny. Dennis J 446
Wood. Dale E., Jr..... 1047
Wood. Debra 944

Wood. Laura 564
Wood. John. Community College 469
Wood River Township Hospital .. 435.445.450.453.
..... 473. 983
Woodhaven Learning Center 470. 971
Woodland. Shelley D..... 1065
Woodland Home 445. 468
Woodlawn Hospital 954
Woods. Bertha 1062
Woods. Debra Carter..... 560
Woods. Emma Jean 491
Woods. Grace 1066
Woods. Joanne 441
Woods. Olie 1064
Woods. Ralph C..... 435. 944
Woodward. June N..... 571
Woolard. Pamela Ann 932
Woolums. Darrell A..... 454
Worker. Darrell L..... 1061
Wortman Motor Co..... 982
Woywod. George 488
Wrecked Cars. Inc..... 478
Wright. Beatrice 492
o Wright. Billy 495
o Wright. Derek 495
Wright. Jessie..... 1058
Wright. June 561
Wright. Mardelle..... 1072
Wright. Robert C..... 491
Wright. Sharon 1073
Wright. Spencer 1072
Wright. Stephen B..... 997
o Wright. William 495
Wright Line. Inc..... 983
Wrightsell. James 486
Wrigley. Robert I..... 456
Wyant. Mark Owen 1053
Wyeth. Albena 435
Wykel. Larry 947
Wysocki. David 1043
Wyzykowski. Albert J..... 1044

X

o Xerox Corp 312
o Xerox Corp 313
Xerox Corp .... 423.425.429.432.433.435.440.443.
..... 444.447.448.457.458.460.468.474.
..... 475.935.936.938.940.942.943.944.
..... 951.952.954.956.957.960.966.968.
..... 969.975.976.978.985. 990

Y

Yacktman. Pauline 991
Yacktman. Victor 991
Yacub. **Nizar. M.D.** 965
Yancey. Shelia K 567
Yancy. Pearline B 1044
Yaniz. Antonio. M.D., S.C. 976
Yaniz. Antonio M., M.D., S.C. 460
Yankway. Mayme S 565
Yearby. Marvin **G** 1070
Yee. Judy 949
Yefsky. S. A 933
Yenerich. Philip 996
Yergler. LaVonne A 481
Yergler. **Roy S** 481
YMCA Homemaker Program 473
YMCA of Metropolitan Chicago 944. 967
Yocom. Stuart E 425
Yoon. Dong Shik. M.D 450
York. James E 1049
o York. Walter 67
Yorke. Nathan 934
Young. Annie 559
Young. C. N., M.D. 979
Young. David 490
Young. Ernest 559
Young. Fannie 422
Young. James **W** 484
Young. Jean **A** 423

Young. Mae Ella 558
Young. Robert. Jr 420
Young. Steve R 1072
Youngman. Pat 441
Youngman. Tamara 432
Yousef. Eugenia 1067
Youssef. Res Meih El 1046
Yu. Joonsuk. M.D. 987

Z

Zaborac Electric. Inc 421. 429
Zabraniak. Richard 1047
Zambaftis. Gus 423
Zampini. Aldo F 1072
Zampini. Theresa R 1072
Zapata. Graziano. Jr 577
Zaragola. Jose 1057
Zarat. Esther 995
Zaremba. Marianna 565
Zayre 958
Zayre Corp 451. 957
o Zayre 365 388
Zelko Dental Laboratory 447
Zentz. Larry E 572
Zepeda. Patricia 575
Zerang. Owrang Zib 563
Ziegenhorn. Sarah. 562
Zielinski. Mary 1048
Zielke. Arlene 468
Ziemba. John S 1071
o Ziemba. Michael 531
Ziemba. Michelle 1067
Zimmerman. Charles 563
Ziperstein. Eugene 560
Zorc. Charles 1062
Zuber. Michael 433
Zuber. Sherry 433
Zuniga. Carlos 484
Zupkas. Stanley 1046
Zurawski. Zofia 574

CASES ARGUED AND DETERMINED IN THE COURT OF CLAIMS OF THE STATE OF ILLINOIS

REPORTED OPINIONS

FISCAL YEAR 1982

(July 1, 1981 through June 30, 1982)

(No. 78-CC-0895—Claimant awarded $314.00.)

CLIFTON F. HALL, M.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 27, 1979.

CLIFTON F. HALL, ***pro se***, for Claimant.

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

APPROPRIATIONS—Contracting limits on State departments is based on total appropriation, not line items. Statute governing internal auditing of State government provides that no department shall contract any indebtedness or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law, and the term "appropriated as used in this statute refers to the total appropriation to the particular department, rather than to individual line item appropriations (Ill. Rev. Stat. 1977, ch. 127, par. 166).

SAME—transfer of funds to pay for contractual services. Where funds were available for transfer from other areas of budget of Department of Corrections, there would be funds available to pay for physician's contractual services.

POCH, J.

This claim **is** made by Dr. Clifton Hall for **$314.00** for charges for medical services rendered to the residents of the Stateville Correctional Center in June of **1977.** The

departmental report received by the office of the Attorney General and their investigation of this matter indicates that the appropriation out of which this normally would have been paid would have been contractual services fund No. 001-42682-1200-00-00 appropriated for fiscal year 1977. The report also indicated that there was $1,332.51 returned to the State treasury from the contractual services appropriation at the close of the fiscal period, all of which amount was committed. There was, therefore, no uncommitted funds remaining at the time of the lapse of the appropriation. The department also reports that there was a grand total of $2,357.00 in claims against this appropriation which included the claim of Dr. Hall.

As can be seen from the above, this case involves a situation where the contractual services line item for Stateville Correctional Center was exhausted in that, even though there was a small balance returned to the treasury upon the lapse of the fiscal period, there were more claims against the line item than there was money lapsed.

The question presented to this Court, therefore, is, can this obligation of Dr. Hall be paid and if so how?

Section 30 of the State Finance Act (Ill. Rev. Stat. 1977, ch. 127, par. 166) provides as follows:

"§30. 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."

This paragraph raises two questions. First, does "appropriated" refer to the total appropriation to the agency from a particular fund or does it refer to individual line item appropriations. Secondly, it raises the question as to what is meant by the phrase "expressly authorized by law"?

As to the first question, section 13.2 of the State Finance Act (Ill. Rev. Stat. 1977, ch. 127, par. 149.2) provides in part as follows:

"Transfers among line item appropriations from the same treasury fund for the objects specified in this Section may be made in the manner provided in this Section when the balance remaining in one or more such line item appropriations is insufficient for the purpose for which the appropriation was made. . . . such transfers for an agency in a fiscal year shall not exceed 2% of the aggregate amount appropriated to it within the same treasury fund. . ."

From the above it appears obvious to this Court that the legislature, in section 30, was referring to appropriation or "appropriated" in its broader term. To restrict the term to mean line item appropriation would be contrary to accepted principles of statutory construction inasmuch as it would result in section 30 being repugnant to section 13.2 and vice versa. (Ill. Rev. Stat. 1977, ch. 127, pars. 166, 149.2.) Where possible we must construe the statutes harmoniously with one another; therefore, we hold that the legislature intended the broader view. Pursuant to section 13.2 the agency could transfer an amount equivalent to 2% of the aggregate amount appropriated to it from the general fund for all of its various institutions and was not restricted to the line items for Statesville. However, the departmental report, in response to the Attorney General's questions, establishes that within fund No. 001-42682 there were four line items in the Stateville budget alone from which there would have been available for transfers the following amounts:

Line Item 1300-00-00 for commodities	$819.28
Line Item 1302-00-00 for printing	$1,671.29
Line Item 1700-00-00 for telecommunications	$115.00
Line Item 1800-00-00 for operation of auto equipment	$882.22

These amounts total $3,487.79 which was available for transfer to the contractual services line item.

Inasmuch as there was more money available for transfer from these four sources alone than the total amount of the claims against the contractual services line

item it is this Court's finding that there were sufficient funds appropriated to the Department of Corrections for the payment of the obligation claimed.

Although the Constitution of 1870 has now been superseded, and the instant claim arose subsequent to the effective date of the Constitution of 1970, the decisions interpreting article IV, section 19 of the Constitution of 1870 are still pertinent, in view of the essential similarity of that provision with section 30 of the State Finance Act (Ill. Rev. Stat. 1977, ch. 127, par. 166), which is still in full force and effect. Both forbid the State to incur debts in excess of money appropriated, unless expressly authorized by law.

"The General Assembly shall never grant or authorize extra compensation, fee or allowance to any public officer, agent, servant or contractor, after service has been rendered or a contract made, or authorize the payment of any claim, or part thereof, hereafter created against the State under any agreement or contract made without express authority of law; and all such unauthorized agreements or contracts shall be null and void; provided, the General Assembly may make appropriations for expenditures incurred in suppressing insurrection or repelling invasion." (Ill. Const. 1870, art. IV, sec. 19.)

"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." (Ill. Rev. Stat., ch. 127, par. 166.)

The essential similarity of these two provisions is the use of the term "express authority of law" used in the Constitution of 1870 and the term "expressly authorized by law" as used in the statute. These terms raise the issue as to what type of an expenditure is expressly authorized by law.

The leading cases would appear to be ***Fergus v. Brady,*** 277 Ill. 272; ***Board of School Inspectors of the City of Peoria v. State of Illinois,*** 12 Ill. Ct. Cl. 17; and ***Schutte and Koerting Company v. State of Illinois,*** 22 Ill. Ct. Cl. 591.

For purposes of this discussion it is not necessary to elaborate on the background of the ***Fergus (supra)*** decision, but it would be pertinent to quote from that decision.

"In section **19,** claims under an agreement or contract made by express authority of law are excepted, and if there is some particular and specific thing which an officer, board or agency of the State is required to do, the performance of the duty is expressly authorized by law. That authority is express which confers power to do a particular, identical thing set forth and declared exactly, plainly and directly, with well defined limits, and the only exception under which a contract exceeding the amount appropriated for the purpose may be valid is where it is so expressly authorized by law. An express authority is one given in direct terms, definitely and explicitly, and not left to inference or to implication, as distinguished from authority which is general, implied or not directly stated or given. An example of such express authority is found in one of the deficiency appropriations to the Southern Illinois Penitentiary which had been paid, and serves only as an illustration. The authorities in control of the penitentiary are required by law to receive, feed, clothe and guard prisoners convicted of crime and placed in their care, involving the expenditure of money which may vary on account of the cost of clothing, food and labor beyond the control of the authorities and which could not be accurately estimated in advance for that reason or by determining the exact number of inmates." Fergus *v.* **Brudy (1917), 277** Ill. **272,279.**

The Board *of* ***School Znspectors (supra)*** case involved a suit by the city of Peoria for reimbursement of expenses incurred in the education of crippled children. The education of these children was apparently induced by the passage of a statute by the Illinois legislature which provided for reimbursement of the expenses incurred by school districts or others in the education of these children. The legislature in passing the statute provided for $100,000.00 to defray this expense. The response was so overwhelming that the expenses of the various school districts far exceeded the $100,000.00. The director of the Department of Public Welfare who was charged with the responsibility for the administration of this program prorated the claims and authorized the payment to each claimant on a prorated basis. The claim of the city of Peoria was for the excess over and above their prorated share. The Court of Claims in that case

held that the proration was an equitable approach and that the city of Peoria had no claim to any further reimbursement as the expenditure was one not expressly authorized by law in accordance with definitions set forth in ***Fergus v. Brady (supra).*** The Court distinguished ***Fergus v. Brady (supra)*** from ***Board of School Inspectors (supra)*** by pointing out that in the illustration set forth in ***Fergus v. Brady (supra)*** the authorities in charge of Southern Illinois Penitentiary had a duty imposed by law to take care of all prisoners sent to their institutions whereas in ***Board of School Znspectors (supra),*** it was not compulsory that the counties provide the education for these crippled children. The Court points out that as a matter of fact many school districts throughout the State did not choose to participate. The claim of the board of school inspectors of the city of Peoria was therefore denied.

In ***Schutte and Koerting*** Co. ***v. State of Illinois (supra),*** we have a case where the legislature set up the Illinois Coal Products Commission, a temporary non-departmental legislative commission for purposes of constructing and maintaining an experimental pilot plant to develop techniques for the profitable utilization of the low grade coal found in Illinois. The Commission was originally created in **1943,** at which time a total of **$35,000.00** was appropriated. In each of the years **1945, '47, '49** and **'51,** the Commission was recreated by an identical act of the General Assembly, and in each act a certain specified sum was appropriated for the identical purposes expressed in the **1943** act. ***Schutte v. State (supra)*** was filed as a result of the fact that contracts were entered into between the Coal Products Commission and certain suppliers with said contracts being in excess of the **$100,000.00** appropriated for the **'49** through **'51** biennium.

In ***Schutte v. State (supra)*** the Court states beginning on page **603—**

"With respect to this question, it is fundamental that all governmental agencies, departments and commissions are strictly circumscribed in their powers and authorities by the constitution and statutes of the State of Illinois.

Chap. 127, §166 of the Illinois Revised Statutes, (1955 State Bar Association edition), provides as follows: '§166 Indebtedness exceeding appropriation prohibited. No officers, 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. 1919, June 10, Laws 1919 pg. 946, §30."

This Court then follows by quoting from ***Fergus v. Brady*** (1917), **277** Ill. **272, 279-80,** wherein they once again discuss what **is** meant by express authority of law and cite the example given with reference to Southern Illinois Penitentiary.

However, in ***Schutte v. State (supra)*** rather than to deny all claims outright, this Court took one step beyond their holding in ***Board of School Inspectors of the* City *of Peoria*** v. ***State (supra)*** and held that where sufficient funds were available at the time the contract was entered into, the Court would honor the contract even though the contract was not paid before the funds available were totally expended.

The court went on in the ***Schutte*** case to hold that any contract entered into, after the appropriation had become totally obligated, would be denied.

It is important in applying the principle set out in ***Schutte (supra)*** to distinguish between the balance of the appropriation left unobligated and the balance of the appropriation actually remaining on hand. To allow a claim, simply because the amount actually being held on the date the obligation is incurred equals or exceeds the obligation, could lead to overspending by the agency and deficiency appropriating by this Court.

This approach also could not guarantee that invoice vouchers prepared after the funds are fully obligated would not be processed and paid leaving no funds for obligations incurred at an earlier date. For this reason we repudiate that portion of ***Schutte and Koerting*** Co. ***v. State of Illinois,*** **22** Ill. Ct. Cl. **591,** which allows awards simply because the line item appropriation was not shown on the books of the agency as being fully obligated on the date the "debt" was incurred. The legislature, in the wise and thoughtful exercise of its prerogatives, has made such awards unnecessary. Section **13.2** of the State Finance Act (Ill. Rev. Stat. 1977, ch. **127,** par. **149.2)** should adequately protect vendors without this Court resorting to anything but .a strict and conscientious adherence to the statutes relating to this problem.

It is inherent in the administration of State government that expenditures should not exceed appropriations previously made with the possible exception set forth in the case of ***Fergus v. Brady (supra)*** where the expenditure is strictly prescribed by the legislature and the spending agency is compelled by circumstances and law to obligate the State. This appears to be a permissible (and expeditious) delegation of authority by the legislature.

Without strict and well enforced guidelines, the spending of State officials could become rampant.

The drafters of the Constitution of **1970** were fully cognizant of this situation when they drafted article VIII, section **1.** They provided two requisites for spending of public funds:

It must be for a "public purpose" and it must be "only as authorised by law":

"Section 1. General Provisions

(a) Public funds, property or credit shall be used only for **public purposes.**

(b) The State, units of local government and school districts shall incur obligations for payment or make payments from public funds only as authorized by law or ordinance."

We find here a similarity of the concepts that obligations must be made only with "express authority of law" (Constitution of 1870) or "only as authorized by law" (Constitution of 1970).

The basic concept of the obligation having to be authorized by law remains, but the question is raised as to the significance, if any, of the fact that the drafters failed to utilize the word "express" or "expressly" in conjunction with the phrase "only as authorized by law."

Did this indicate an intent that the restrictions on obligating or spending public funds be less stringent, or was this simply **an** attempt to delegate a wider latitude of discretion to the General Assembly or was it neither, but simply an example of the elimination of superfluous verbiage.

The determination of this question seems academic in view of the fact that the law on the books today remains as it was in 1967 and 1968—section **30** of the State Finance Act (Ill. Rev. Stat. 1977, ch. 127, par. 166)—and retains the "restrictive" phrase "expressly authorized by law."

The question then is, was the expenditure in question here—namely the providing of medical attention to an inmate—an expenditure absolutely (expressly) required by law. This Court thinks that, in line with the example set out by the Illinois Supreme Court in ***Fergus v. Brady (supra)*** it would be. However, in view of our earlier conclusion that pursuant to section 13.2 of the State

Finance Act (Ill. Rev. Stat. **1977,** ch. **127,** par. **149.2)** there were adequate funds appropriated and that this obligation could be paid from those funds, it is unnecessary for us to decide this case on any other grounds.

It **is** therefore ordered that Dr. Clifton Hall be awarded the sum of **$314.00** (three hundred fourteen and no/100 dollars).

(No. **5695—Claim** denied)

CAROL WILSON, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Order allowing motion to dismiss filed November* 19,1976.**

***Order on denial of motion to vacate dismissal filed October* 16,1979.**

***Opinion filed November 23,* 1981.**

ROBERT A. HOLSTEIN, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*icy bridge—death—State lacked constructive knowledge of condition.* **Where Claimant failed to prove that State was negligent in maintaining overpass or had constructive knowledge of icy condition at time decedent was killed, recovery would be denied, as totality of evidence failed to establish that injury was proximately caused by any negligence of State.**

ORDER ALLOWING MOTION TO DISMISS

PERLIN, C. J.

This cause is before the Court on the motion of Respondent to dismiss. It appears that an action arising out of the same occurrence was filed in the circuit court of Kane County by Claimant, and that a jury verdict was returned for the defendants in that cause. Respondent

has submitted a copy of a special interrogatory answered by the jury in that action, in which the jury stated that the decedent, Lester D. D. Wilson, was negligent before and at the time of the occurrence, which proximately contributed to the accident.

It is Respondent's position that the jury's finding of contributory negligence in the Kane County trial is ***res judicata*** of that same issue in this action, and that Claimant is therefore estopped to argue that the deceased was free from contributory negligence.

Claimant has not responded to the motion to dismiss.

On consideration of the motion to dismiss, the Court finds that the jury determination of contributory negligence by the deceased, in the action arising out of the same occurrence tried in Kane County, is ***res judicata*** of that issue in this action. Since freedom from contributory negligence is an essential element of Claimant's cause of action, recovery in this action is barred.

It is therefore ordered that this cause be, and hereby is, dismissed.

ORDER ON DENIAL OF MOTION TO VACATE DISMISSAL

Poch, J.

This cause coming to be heard on the motion of the Claimant to vacate the commissioner's order of dismissal and upon the Respondent's motion to dismiss the claim, due notice being given, the Claimant not responding to Respondent's motion to dismiss and the Court being fully advised:

Finds that:

1. This cause was filed on October **24,1969,** and has been dismissed twice during the pendency of the claim.

2. The Claimant has not filed its brief nor has the Claimant asked for any extension of time to do so since the final transcript was filed on January 9, 1979.

3. The Attorney General has advised the Claimant on two occasions, towit: March 13, 1979, and May 11, 1979, that Rule 18 of this Court requires the Claimant to file its brief within sixty (60) days of the filing of the final transcript of the evidence. The Claimant has not responded to notice from the Attorney General nor has the Claimant responded to the motion of the Respondent to dismiss filed on June 20, 1979.

It is hereby ordered:

That the motion of the Respondent to dismiss the claim be and the same is hereby granted and the cause is dismissed.

OPINION

POCH, J.

This is a claim for damages brought by Carol Wilson, both as an individual and as administrator of the estate of Lester Wilson, who was the husband of the Claimant. Evidence concerning the facts was heard by a commissioner of this Court. The following summarizes the evidence. The decedent left his home on the evening of November 18, 1968. According to his wife his usual route of travel was over Route 25, which passes over the Northwest Tollway. At that point Route 25 has a bridge going over the tollway on the way to Elgin, Illinois. The decedent was fatally injured in an accident on the upgrade portion of the overpass for southbound traffic.

Officer Eric K. Isom of the Elgin police department

testified that he and his partner drove in a northerly direction on the Route 25 bridge. The road surface was in a slick and hazardous condition, at one time placing their squad car in a non-controlled skid. They placed a flare with 20 minutes duration and notified their own dispatcher but not the State of Illinois dispatcher. They did not close the bridge or reroute traffic. Approximately one hour later the officers drove back to the bridge and saw several vehicles there with the decedent lying on the ground outside of his vehicle. The decedent was taken to a hospital where he died of his injuries on December 7, 1968.

Officer Isom did not see any State of Illinois trucks at the bridge. There was a State facility for trucks and plows in Elgin, which was three to four miles away. He had been told over his radio the bridge would be salted.

Respondent does not contest the fact that there were no warning signs, flares or other warning devices at Route 25 on the bridge over the Northwest Tollway. Nor does Respondent contest that it has the legal duty to use reasonable care to motorists using the bridge and highways.

The Claimant called Joseph Kostur, the safety and claims manager of District One for the Illinois Department of Transportation. He testified that the State maintained, but did not own, the Route 25 overpass. He did not know of any auto collisions before the fall of 1968 at that location due to icy or slick conditions. On November 18, 1968, State salt trucks were dispatched into the area and had been out since 8:00 a.m. He testified that the Department of Transportation did not receive any notice from the Elgin police department of any dangerous condition on the Route 25 overpass. He also testified

that the surface of the overpass was made 'of Portland cement which was the least slick of all road deck surfaces.

The Respondent introduced the report of its highway division showing that the decedent was standing on the roadway and not on the median strip when he was injured.

This claim was pending for a number of years pending the outcome of a suit for personal injuries filed in the circuit court of Cook County against one of the other motorists involved in the accident. That case was settled without a trial.

It is well settled that the State of Illinois is not an insurer of the highway conditions under its maintenance and control. (*Ohms v. State* (1975), *30* Ill. Ct. Cl. 410, 413-14.) The Claimant has the burden of proving Respondent's negligence by the preponderance of competent evidence. *Ziden v. State* (1969), 27 Ill. Ct. Cl. 12, 14.

The decedent's death was tragic and untimely but the Claimant has not furnished any proof of what caused the accident. There was no evidence adduced to prove why the decedent was standing on the highway when he was injured. Thus there is no proof as to the cause of Lester Wilson's death.

There was no proof that the Respondent had actual knowledge of the icy condition of the overpass. Officer Isom notified his department but never notified the Transportation Department. The evidence does not show that the Respondent was negligent. Mr. Kostur testified that the State trucks were out in the area of Route 25. The duty of the Respondent is to use reasonable care in maintaining its roadways. In this case there is no evidence to show the contrary because there was no proof of actual knowledge of the icy condition. Therefore, the

authority relied on by Claimant is distinguishable and not controlling. The evidence in this case does not establish that the Respondent had any constructive knowledge of the icy condition.

The Claimant has failed to prove that the State was negligent in the maintenance of the overpass and that the injury was proximately caused by any negligence of the State. Thus recovery must be denied. ***Illinois Ruan Transport Corp. v. State*** (1973), 28 Ill. Ct. Cl. 323, 327.

The claim of Carol Wilson is hereby denied.

(No. 5895—Claimant awarded $31,005.85.)

J. M. CORBETT CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent

Opinion filed October 5, *1981.*

ROBERT V. HOGAN, for Claimant.

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

CONTRACTS—*extras—no* change order—no recovery. Recovery for extra work involved in construction of a tunnel and culvert under railroad tracks was denied where the Claimant failed to prove that the additional costs were extras which under contract terms would allow Claimant to be reimbursed, and, in addition, Claimant did not secure the necessary written change order.

HOLDERMAN, J.

On April 29, 1968, Claimant entered into a contract with Respondent for the furnishing of all materials, equipment, supplies, labor and services for constructing the St. Joseph Creek channel improvement, near the city of Lisle in Du Page County, Illinois. This work consisted primarily of the construction of a tunnel and culvert under the tracks of the Chicago, Burlington and Quincy Railroad, hereinafter referred to as the railroad.

Payment was to be made under the contract according to certain specified unit prices. The base contract plus extras amounted to $453,730.85. Of this amount, $412,725.00 has been paid by Respondent, and an order has been entered, pursuant to stipulation by the parties, granting the railroad $10,000.00. There is left due the sum of $31,005.85.

Claimant now contends it is due an additional $35,583.60 as compensation for additional labor and materials expended in implementing certain remedial measures. These measures, according to Claimant, involved the use of additional construction techniques which were employed at the direction of the railroad. The measures were necessary in order to rectify the track settlement, as well as to prevent the collapse of the tunnel roof which had occurred during construction. Claimant contends that payment for the additional labor and materials is allowable under Section 9—4 of the contract entitled "Payment for Extra Work."

The tunneling work commenced on October 31, 1968, and proceeded without difficulty until November 4, 1968, when a sink hole, or a depression, appeared in the soil constituting the railroad right-of-way. Since the tunneling was beginning to approach the track section, the railroad sought to implement certain techniques which would prevent more sink holes from developing. The railroad was apprehensive that the tunneling would cause the tracks to settle which would require a slowdown or complete stoppage of train service. On November 6, there was evidence of track settlement appearing.

On November 21, 1968, a meeting was held which was attended by representatives of Claimant, the railroad and the State Division of Waterways. At that meeting, it was resolved that Claimant implement some

of the measures proposed. One important measure was the installation of stronger poling plates which are used to prevent settlement of the soil above the excavation.

As the work continued and the tunneling approached the area beneath the tracks, more sink holes appeared and track settlement worsened. Due to the great number of trains to use this particular track, the railroad was very reluctant to take this track completely out of service, so they started a series of slowdowns on the railroad. They allowed a slow order of 25 miles per hour, down from a maximum of 70 miles per hour. Despite the slowdown, the track was closed on several occasions for short periods of time.

It is Respondent's contention that the major cause of the problems was over-excavation by Claimant. Because of over-excavation, the arch of the tunnel became distorted, necessitating the installation of timber supports which were then installed. The railroad, under Section 260—4 of the contract, was empowered to take these steps. Claimant, when asked to install the supports, contended it did not have the material on hand to meet this emergency.

Work resumed on December 13 but voids developed again. There was a sagging of the tracks, causing track number 2 to be taken out of service. The track was back in service on December 14, under a slow order of 10 miles per hour, and finally on December 20, it was reduced to 5 miles per hour. In the meantime, the track had settled so much that it had to be raised four inches.

Work on a second tunnel, adjacent to the first tunnel, was begun on January 16, 1969. Poling plates, as well as all other additional measures, were employed in the construction of the second tunnel.

Under Section 9—4 of the contract, payment for extra work is to be made only if the work is approved in writing by the chief waterway engineer. Once approved, the State issues a B.C., or change order, which authorizes the contractor to go ahead with the extra work. Claimant did not secure a change order nor did it produce any writing showing approval of the work by the chief engineer.

Claimant places considerable reliance on a conversation that took place with the chief waterway engineer in which he stated that changes were being made and he would probably have to pay for them.

In the abstract of evidence before the commissioner, there is some very interesting testimony from Charles McColgin, a retired employee who had worked for the railroad for approximately 45 years. At the time he retired, he was an assistant bridge engineer in field construction and was very familiar with bridges and tunneling. He testified he had supervised between 20 and 25 tunneling jobs during his years with the railroad. He also testified that the foreman in charge of the tunneling job was familiar with this type of work but that this was actually his first job of tunneling. He further testified that the tunnel could have been safely completed without requiring the additional measures which were required only because the individual in charge did not have the experience required for this job.

The record is devoid of any evidence showing that Respondent agreed to any additional amount for so-called extra work.

This Court has previously held that where contracts have been entered into by and between the parties, and Claimant then performed additional work without ob-

taining a written order, no payment can be made for the additional work. ***Krueger Construction*** Co. *v.* ***State of Illinois,*** **28** Ill. Ct. Cl. **83.**

It is the Court's opinion that Claimant has failed to prove that the additional costs incurred were extras which, under the terms of the contract, would allow Claimant to be reimbursed and, in addition, Claimant failed to secure the necessary written work order which would have allowed it to recover for the additional work.

An award is hereby entered in the amount of **$31,005.85,** which is the amount unpaid on the original contract.

(No. **5937—Claim denied.)**

JAMES J. GRAMLICH, JR., ***et al.***, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 10, 1981.

SMITH, LARSON & PITTS (ROBERT H. GREGORY, of counsel), for Claimant.

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

HIGHWAYS—unsigned "T" intersection—contributory negligence—no recovery. **State's failure to erect signs at a "T" intersection was not shown to have been proximate cause of injuries sustained when Claimants' automobile crashed through intersection, as evidence disclosed that Claimants' automobile was engaged in high-speed chase at the time and the driver was drunk and totally disregarding all traffic signs.**

HOLDERMAN, J.

This matter is before the Court on a commissioner's report and briefs filed by Claimants and Respondent.

The parties to this suit dispensed with a hearing and turned over to the commissioner the circuit court depositions and records relative to this case.

This is a case involving a one-car accident with no eyewitnesses that occurred on the evening of October 10, 1969. Claimants were passengers in an automobile driven by Don Johanntosettel which was traveling in a westerly direction on a State-maintained frontage road adjacent to Interstate 70 between Greenville and Highland, Illinois. The frontage road ended at an unmarked "T" intersection with a township road. The automobile in which Claimants were riding collided with and went through a guardrail and plunged down a steep embankment after traveling 130 feet in the air.

It is Claimants' contention that due to the fact the State had not erected stop or warning signs at this particular intersection, it was the State's negligence that caused the accident in question.

The record indicates that the Claimants had been drinking and that the driver, Don Johanntosettel, and Claimant James J. Gramlich were intoxicated. There was also testimony indicating that Claimants were evading the police and that the car was traveling at a very high rate of speed prior to and at the time of the accident.

The record indicates that a dramshop suit was settled for $250.00 per Claimant and there were covenants not to sue indicating that the driver of the automobile paid certain specific amounts to each of the three passengers. The record also indicates that the contractor who built the road was found to be not liable for the accident.

The record is clear that there were no stop signs or warning signs at the intersection in question and that

there had not been any prior accidents at this intersection, as far as Respondent's records indicated.

The record is completely void of any knowledge by the State that this was a dangerous intersection or that there had been any previous accidents at this intersection.

There is evidence in the record showing that the automobile in which Claimants were riding had run a stop sign in Greenville and, by speeding, had evaded the local police officer, and that the driver was intoxicated and driving at speeds up to 80 miles per hour. One of the Claimants testified that he had been uneasy about getting into the car and had considered trying to get out of the car because of the excessive speed at which it was being driven. The record discloses that the driver of the automobile, according to the testimony of one of the passengers, was intoxicated and had drunk ". . . two six packs, maybe more." The record shows that two of the passengers in the car had requested that the driver slow down which he failed to do.

Claimants, in their brief, state that Respondent's failure to erect warning or stop signs on and along the frontage road was the cause of the accident. They completely ignore the record showing that the driver of the automobile was intoxicated and the other three passengers had all been drinking. Claimants fail to indicate on what basis they believe the driver of the car would have observed a warning or stop sign if it had been erected when he completely ignored signs relative to the speed limit, and a stop sign in the village of Greenville. It is the Court's opinion that no sign would have been observed or obeyed at the point in question.

In the case of ***Shirar v. State of Illinois,*** **25** Ill. Ct. Cl. **256,** this Court made a statement particularly apropos to the cited statute. In the ***Shirar*** case, the Court stated:

"The Court concludes that it must follow that failure to maintain a sign which was not required to be placed in the first instance, in no way constitutes negligence."

This Court has repeatedly held that before there can be recovery in cases such as the present case, Claimants must prove that Respondent's negligence was the proximate cause of the accident, and that Claimants are free from contributory negligence. See ***Barotta v. State,*** **31** Ill. Ct. Cl. **415;** ***Clark v. State,*** **30** Ill. Ct. Cl. **32;** ***Cipolla v. State,*** **30** Ill. Ct. Cl. **565;** and ***Zllinois Ruan Transport Corporation v. State,*** **28** Ill. Ct. Cl. **323.**

To hold that individuals who are riding with a drunk driver and traveling at speeds up to 80 miles per hour, totally disregarding all stop signs and other signs, are not guilty of contributory negligence and are acting to protect their own safety and well-being would make the State an insurer of every individual using its roadways.

It is the Court's opinion that Claimants failed in every respect to meet the requirements to make the State of Illinois responsible for their own misconduct.

Award denied.

(No. **7103—Claimant awarded** $25,000.00.)

MICHAEL CYPERSTEIN, Administrator of the Estate of Edward Cyperstein, Claimant, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 18, 1981.

Order on denial of motion for reconsideration filed October 23,1981.

SIDNEY ROBIN, LTD., for Claimant.

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

HOSPITALS AND INSTITUTIONS—*overdose of* drugs—death—recovery granted. Competent and credible evidence presented by Claimant established that an overdose of drugs administered to decedent by agent physicians, who were employed by the State mental health center where decedent was a patient, violated the standard of care required and was the proximate cause of death, and the maximum recovery would be allowed where decedent left his parents as survivors.

POCH, J.

The Claimant, Michael Cyperstein, administrator of the estate of Edward Cyperstein, deceased, brought this action for a wrongful death of the deceased against the State of Illinois. Claimant alleges that the negligence of the State, through its agents, caused the death of Edward Cyperstein on October 13, 1971, at the Manteno State Hospital in Manteno, Illinois.

From the evidence introduced at numerous hearings, Edward Cyperstein was a patient in Respondent's various mental institutions since June 6, 1967. On August 31, 1971, he was a patient at Manteno Mental Health Center and remained there until his death, October 13, 1971. As a patient he was highly agitated, hyperactive and combative. His condition was diagnosed as schizophrenia, chronic undifferentiated type. He was treated by the staff doctors at Manteno Hospital by a combination of drugs known as phenothiazines, namely: Mellaril and Thorazine.

The evidence shows that Respondent's physicians administered a combination of phenothiazines that were more than double the maximum daily dose of Mellaril set forth by the manufacturer. After eating his dinner on October 13, 1971, decedent retired to his bed where he

was found to be dead approximately one hour later. The coroner who performed the autopsy on Edward Cyperstein issued a death certificate stating that the immediate cause of death of Edward Cyperstein was aspiration of gastric contents, terminal, a condition that lasted for minutes prior to the death as a result of the underlying cause of phenothiazine poisoning that lasted for days/ weeks.

Claimant presented two medical experts, Dr. Leonard Elkun and Dr. Seymour Ehrenprifs, whose opinions were that the overdosage of phenothiazine was very likely responsible for the death of Edward Cyperstein.

Respondent presented testimony of Dr. Martin Wendkos, a specialist in internal medicine and cardiovascular disease. This witness testified that the decedent herein did not die of phenothiazine poisoning. He testified that the Federal Drug Administration approved dosages given in a hypothetical question, could not cause phenothiazine poisoning or sudden death.

Respondent also presented testimony of Dr. John M. Davis, who was of the opinion that the decedent did not have phenothiazine poisoning. An additional witness for Respondent, Dr. Frank F. Fiorese, a toxicologist, also expressed the opinion that the quantity of phenothiazine in the blood of the decedent was not sufficient to cause his death.

The court has carefully reviewed the testimony, which is lengthy and extensive medical evidence from both parties. The briefs of the parties, which the authorities relied on, are helpful to the Court but it is well settled that a State hospital is not an insurer of the well-being of its patients; it does owe them a duty to exercise reasonable and ordinary care in their treatment. (*Mazurek v.*

State (1975), 30 Ill. Ct. Cl. 247, 249.) The Claimant has the burden of proof by a preponderance of the evidence that the State breached the duty owed to the decedent; that the decedent was free of contributory negligence and that the State's breach was the proximate cause of the death. A review of all the evidence shows that the Claimant has met this burden.

The evidence presented by the Claimant is both credible and competent and given the weight and credibility to which it is entitled established the proof in favor of the Claimant. In addition the coroner's report and death certificate established the cause of death which was the result of the underlying cause of phenothiazine poisoning lasting for days/weeks.

The decedent was administered a dosage of drugs which exceeded manufacturer's recommendations. Such a deviation creates ***prima facie*** evidence of negligence. ***(Ohligschlager v. Proctor Community Hospital*** (1973), 55 Ill. 2d 411,416,303 N.E.2d 392,396. See also ***Rinehart v. State*** (1977), 31 Ill. Ct. Cl. 353, 357.) The State is responsible for the negligent actions of its employees, in this case the physicians who treated the decedent. ***Foster v. Englewood Hospital Association*** (1974), 19 Ill. **App.** 3d 1055,1061,313 N.E.2d 255,259.

The overdosage of drugs administered to the decedent by the agents of the Respondent, in violation of the duty owed and the standard of care required, constituted actionable medical malpractice, which was the proximate cause of Edward Cyperstein's death. The State's arguments to the contrary are not persuasive.

The Claimant seeks damages in the sum of $100,000 plus costs of burial of the decedent. At the time of the decedent's death the statutory limit on damages was

$25,000.00. (Section 8 of the Court of Claims Act, Ill. Rev. Stat. 1969, ch. 37, par. 439.8.) Therefore, that statutory limit shall apply to any recovery in this case.

At the time of his death, Edward Cyperstein was approximately 21 years of age. He had worked at a box factory for approximately two weeks and at Motorola Corporation for about two days, He had contributed very little over a period of three years preceding his death to the support of his parents. There is testimony in the record that if properly medicated the phenothiazine could have cured the decedent and he could have gone on to a regular life.

In this case the decedent left his parents as his survivors. It is well settled that if he left a lineal heir there is a presumption of substantial pecuniary loss. (***Theilin v. State* (1977), 31 Ill. Ct. Cl. 449, 455.) While there are** parents surviving a deceased child there **is** also a **pre**sumption of substantial loss. ***(Ferraro v. Augustine*** (1964), 45 Ill. App. 2d 495, 196 N.E.2d 16.) This applies even where the decedent is an adult and the lineal kinsmen are adults. (***Naslund v. Watts*** (1967), 80 Ill. App. 2d 464,472, 224 N.E.2d 474,478.) Where the facts indicate a reasonable expectation of securing some pecuniary benefit or advantage from the continued life of an adult child there is a sufficient basis for the recovery of substantia1 damages by the parent. ***Dodson v. Richter*** (1962), 34 Ill. App. 2d 22, 180 N.E.2d 505. See also ***Baird v. Chicago, Burlington & Quincy Railroad Company*** (1976), 63 Ill. 2d 463,470,349 N.E.2d 413,417.

The presumption has not been overcome by the State. Based on the evidence the sum of twenty-five thousand dollars is compensation to the Claimant due to the unfortunate loss of the decedent.

It is hereby ordered:

That the Claimant, Michael Cyperstein, administrator of the estate of Edward Cyperstein, deceased, be awarded the sum of twenty-five thousand dollars ($25,000).

ORDER ON DENIAL OF MOTION FOR RECONSIDERATION

POCH, J.

This matter comes before the Court upon a motion filed by Respondent for reconsideration of the opinion heretofore entered and after oral argument.

It is hereby ordered:

That Respondent's motion for reconsideration be, and the same is, denied, and the Court's opinion granting an award is confirmed.

(No. 73-CC-0295—Claim denied.)

DAVID W. **RUFFCORN, Claimant,** *v.* THE STATE **OF** ILLINOIS, **Respondent.**

Opinion filed October 23, 1981.

LYTTON & DALTON (WILLIAM L. DALTON, of counsel), for Claimant.

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

HIGHWAYS—***unlighted barricade—contributory negligence—no recovery.*** Even though the State could have done more in the way of using flashing signals and illumination of the barricade sign which Claimant crashed through, no recovery would be granted where the evidence showed that Claimant was contributorily negligent in that he failed to see the signs in place and take care to avoid them, notwithstanding the fact that his motorcycle light was working and weather was not a factor.

ROE, C.J.

The facts in this case are for the most part undisputed. The Claimant, David W. Ruffcorn, was involved in an accident which occurred on April 23,1971, at 11:20 p.m. at the intersection of John Deere Road and Eleventh Avenue, near Silvis, Illinois. John Deere Road is a four-lane, divided highway running in a northerly and southerly direction and it is intersected ,from the west by Eleventh Avenue. Approximately 2000 feet north of Eleventh Avenue, John Deere Road dead ends at Valley View Road. From October 1, 1969, until the date of the accident John Deere Road was open at the south from Colona Road to north of Eleventh Avenue 2000 feet to Valley View Road. On October 1, 1969, the State of Illinois placed signs for northbound traffic on John Deere Road for the stop sign and road closure at Valley View Road as follows: (1) "Stop Ahead" located 500 feet north of Eleventh Avenue; (2) "T-Intersection" 1000 feet north of Eleventh Avenue; (3) "Stop Ahead" 1500 feet north of Eleventh Avenue; and (4) "Stop" 2000 feet north of Eleventh Avenue at the intersection of Valley View Road. Some of the signs were equipped with flashers.

On the day of the accident the State moved the road closure and barricade from Valley View Road 2000 feet south to a point just north of Eleventh Avenue and extending across the northbound lanes of John Deere Road. It is undisputed that the State also placed reflectorized signs approximately 4 feet square on each side of the highway as follows: (1) 1500 feet south of Eleventh Avenue a "Detour Ahead;" (2) 1000 feet south of Eleventh Avenue "Barricade Ahead;" (3) 500 feet south of Eleventh Avenue "Barricade Ahead;" and (4) on the barricade just north of Eleventh Avenue was affixed the wording "Road Closed." There were no flashers on any of the

barricades for the northbound traffic. There was some testimony concerning a dip in the highway south of Eleventh Avenue, which would somewhat obstruct the intersection. However, it seems fairly clear that the intersection was visible at least a city block away. The Claimant was driving north on John Deere Expressway on his motorcycle on his way home. He had been to school at Blackhawk Junior College, work and visited friends prior to the accident. His driving lights were on and he was wearing a safety helmet. The Claimant testified that at no time did he see the signs nor did he see the barricade. The Claimant testified that he was traveling at 35 m.p.h. at the time of the accident. The barricade sign, across the center of the highway, was constructed of 2″ X 6's covered with 6' X 3' reflectorized 5/8″ plywood centered across both lanes. The road in question was apparently a local road and was located in a residential area. The weather was not a factor in this matter. The Claimant apparently crashed through the plywood sign leaving his silhouette in the sign. He was found lying 162 feet north of the barricade and his motorcycle was found 460 feet beyond that point. The Claimant survived the accident and subsequently served three years in the army.

This Court is of the opinion that the Construction Injury Act (Ill. Rev. Stat., ch. 121, par. 314.1 et *seq*.), is not applicable to this case. Section 6 of said Injury Act designates who shall be liable, but section 8 of said act specifically excludes the State of Illinois from liability thereunder. It is the Court's opinion that section 8 was not repealed by the new construction.

It is the Court's opinion that this matter should be decided under Count I of said complaint, which is based upon common law negligence. Under Claimant's Count I

he primarily bases his allegations of negligence upon the proposition that the State should have had artificially illuminated flashers included along with the signs, which were in place at the time of the accident, and in support of his position he cites the publication known as the Manual of Uniform Traffic Control Device for highway construction and maintenance operation. After having considered the evidence the Court is of the opinion that in the situation as it existed in this case the State possibly could have done more in the way of flashing signals and illumination of the barricade signs, This is not negligence. Obviously a dangerous condition would exist to a local user of the road particularly, when the barricade had been moved and the flashing signal had also been removed and the local user was used to this condition. But it is also the Court's opinion that the Claimant was guilty of contributory negligence.

He had a light present on his motorcycle. The weather was not a factor. There was nothing to obstruct his vision. The barricade itself was in the middle of the highway. The opportunity to see the sign was there. That he did not see the signs in place and take appropriate action constitutes lack of care or negligence. The Claimant was not alert. He obviously was traveling in excess of 35 m.p.h. He was therefore guilty of contributory negligence and his claim is therefore denied.

I

(No. 74-CC-0173—Claim denied.)

WILLIAM B. PATTERSON, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed November* 9,1981.**

PEFFERLE, MADDOX, GRAMLICH & WOLFSON (JEROME WOLFSON, of counsel), for Claimant.

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

NEGLIGENCE—*slip-and-fall—wet sidewalk—no recovery.* Although the Claimant, a polio victim who used crutches, was exercising due care and caution on the wooden walkway at the Lincoln Home area, no recovery would be allowed for the injuries he sustained when he slipped and fell, as the State is required only to use reasonable care in the maintenance of park facilities and the mere fact that a walkway is wet from rain does not prove any negligence on the part of the State.

ROE, C.J.

This claim arose out of an incident which occurred on June 28, 1972. On that date, William B. Patterson, a 52-year-old polio victim, using crutches, was a visitor at the Lincoln Home area at Springfield, Illinois. Upon arrival at the area, Mr. Patterson and the other persons in his party descended from the bus in which they arrived and approached the wooden walkway which extended from the parking lot to the brick sidewalk running in front of the Lincoln Home itself. Upon noticing the wooden walkway, and that it was wet from rain which had fallen earlier that day, Mr. Patterson adjusted his normal walking pattern with the use of his crutches to navigate the walkway. He did not feel the wet wooden planks would present him with any unusual potential dangers as he was very adept in using crutches.

Approximately 100 feet from the beginning of the walkway, Mr. Patterson's left crutch slipped out from underneath him causing him to fall, breaking his left leg just above the knee joint. Following the accident, Claimant was admitted to St. John's Hospital in Springfield, Illinois, where the leg was set and put into a cast. Mr. Patterson was then transferred to Pomona Valley Community Hospital in Ontario, California, his hometown. He remained in that hospital under treatment for three months.

Due to Mr. Patterson's injury he has been unable to pursue his usual profession in electrical mechanical designing and his injury appears to be of a permanent nature.

The sole issue in this action is whether the State of Illinois is liable for Mr. Patterson's injuries.

It is the Claimant's contention that the State of Illinois breached a duty to him in not maintaining safe walkways at the Lincoln Home area for visitor use, on which walkways he injured himself. Due to that alleged negligence, Claimant stated that the State of Illinois is responsible for his injuries.

The case at bar parallels the facts in ***Thode v. State of Illinois, 28*** Ill. Ct. Cl. 20. Ms. Thode fractured her hip **when she slipped and fell** on **the boardwalk to the rear of** the Lincoln Home. The boardwalk, at the time of the fall, was wet with the possibility of some ice having formed.

Due to her injury, Ms. Thode was unable to pursue her previous work raising money for various organizations and her medical and hospital bills were substantial. The evidence showed the walk to have been wet from a rainfall earlier in the day and there were no signs of any kind relative to the walk. There was a complete absence of negligence on the part of the Respondent, with the only evidence being that there was a wet sidewalk.

In the ***Thode*** case, ***supra,*** we reiterated that before the Claimant can recover damages from the State, it must be proven that she was in the exercise of due care and caution for her safety, and that the State was negligent, and such negligence was the proximate cause of the accident. *McNary v.* ***State of Illinois,*** **22** Ill. Ct. Cl.

328-34; *Bloom v. State of Illinois,* 22 Ill. Ct. Cl. 582-85; *Week v. State of Illinois,* No. 4719.

In ***Thode*** we said:

> **"It does not appear that there is any negligence on the part of the State and certainly the mere fact that a sidewalk was wet from rain does not prove any negligence. As a matter of fact, the only negligence claimed by Claimant is that the tourer of the premises was upon a wooden walkway which was open and unprotected from the weather and was without railings and protective devices."**

The claim of Hazel Thode was denied because wet sidewalks caused by rainfall do not constitute an act of negligence on the part of the State such as to allow recovery by a Claimant.

The Respondent in the case at bar urges us to deny this claim following the same reasoning as in the ***Thode*** case, ***supra,*** due to the facts presented. Even though Mr. Patterson is found to have been exercising due care and caution on the wooden walkway, the State of Illinois was not negligent in the maintenance of the wooden walkways around the Lincoln Home area, as the "mere fact that a sidewalk was wet from rain does not prove any negligence." ***Thode v. State of Illinois,* 28 Ill. Ct. Cl. 20.**

We also note that we have repeatedly held that the State has only to exercise ***ordinary*** care to protect State park patrons from harm. (***Dumermuth v. State of Illinois,* 25 Ill. Ct. Cl. 353.)** It is also the law that the State of Illinois is not an insurer of the safety of those who make use of park facilities, such as the Lincoln Home, but it need only use reasonable care in the maintenance of its park facilities and supervision of use thereof by the public. ***Kamin v. State of Illinois,* 21 Ill. Ct. Cl. 467.**

While we sympathize with the unfortunate situation of the Claimant we do not feel that the State of Illinois was negligent in causing it. Claim denied.

(No. 74-CC-0316—Claim dismissed.)

LELAND PETERS and **THERESA PETERS,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed July 1, 1981.

DAVID E. HOLLAND, for Claimants.

TYRONE C. FAHNER, Attorney General (**JOHN R. FANONE,** Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*cause* dismissed—delay by Claimants in filing briefs. State's motion to dismiss granted in view of delay of over five years by Claimants in filing their brief, as the rules of the Court require that a Claimant file his brief on or before 60 days after the evidence has been completed and filed, and the Court would be inconvenienced if such delays are tolerated and chaos would result to the detriment of all parties.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss filed May 20, 1981, and objection by Claimants to said motion.

Respondent's motion sets forth that transcripts of evidence were filed in this matter sometime after October 9, 1975; that on March 24, 1976, Claimants made a motion to extend time to file their brief to May 24, 1976; that on May 24, 1976, Claimants made a new motion to extend time to file their brief to July 14, 1976; and that a period of over five years has now passed and Claimants have failed to file their brief despite the fact that the rules of the Court require that a Claimant file his brief on or before sixty (60) days after the evidence has been completed and filed.

In Claimants' objection to motion to dismiss, they state that their attorney misplaced the file in this case and during this long interval the file had not been found until

recently and they now request leave to file their brief and excerpts from the record.

It is unfortunate that Claimants' file was misplaced in the attorney's office and the rules of the Court were not complied with. The Court notes Claimants' argument that the delay in the filing of briefs and excerpts should not burden or inconvenience the Court.

The Court is of the opinion that a delay of such length violating the rules of the Court does in fact inconvenience the Court and to tolerate such practice would result in a chaotic condition of the Court to the detriment of all parties concerned.

It is hereby ordered:

That Respondent's motion to dismiss be, and the same is, granted and this cause is dismissed.

(No. 74-CC-0668—Claim dismissed.)

MICHAEL DITKOWSKI, on behalf of himself and others situated, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed October 23, 1981.

SACHNOFF, SCHRAGER, JONES AND WEAVER, for Claimant.

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

PRACTICE AND PROCEDURE—*annual status report* **not** *filed—claim dismissed.* Claimant's cause was dismissed pursuant to Rules 9 and 26 of the Rules of the Court of Claims in view of the fact that the matter had previously been continued generally, but Claimant had failed to file the required annual status report, even though Claimant had been notified by the Clerk of the Court that the report was required.

ROE, C.J

This cause comes on to be heard on the Court's own motion, due notice having been given, and the Court being fully advised in the premises:

The Court hereby finds:

1. That this cause was continued generally

2. That Rule 7 of the Rules of the Court of Claims requires that an annual status report be filed between April 1 and May 31 with the Clerk of the Court in all cases which have been continued generally.

3. That on March 31, 1981, the Clerk of the Court, by letter, notified counsel for Claimant that a status report was due, even though the Clerk was not required to do so.

4. That Claimant did not comply with Rule 7 in that no status report has been filed to date.

5. That the Clerk's office notified the Court of said noncompliance following annual review.

6. That on August 14, 1981, we entered an order requiring Claimant to file a status report within 45 days.

7. That Claimant has not complied with our order of August 14, 1981.

8. That Claimant has made no effort in good faith to proceed with this claim.

Wherefore, it is hereby ordered that this cause be, and hereby is, dismissed pursuant to Rules 9 and 26 of the Court of Claims.

(No. **75-CC-0113—Claimantsawarded $51,508.80.)**

NATIONAL BANK OF BLOOMINGTON, Administrator of the Estate of Rae Ann Schneider, Deceased, and CLEMENS SCHNEIDER, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Modified opinion on denial of motion for reconsideration filed February 24, 1982.

JEROME MIRZA & ASSOCIATES, LTD., for Claimants.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—***murder by parolee—state negligent through parole Officer.*** **Award was granted for the death of Claimant's decedent killed by a parolee who was in the custody of the State through a parole officer, as the evidence established that the parole officer was negligent in his duties and did nothing to correct, punish, restrain or prohibit parolee's acts of violence which resulted in his murder of decedent.**

HOLDERMAN, J.

The issue in this case is whether or not Robert Drucker, an employee of the State of Illinois who was the parole officer assigned to supervise a parolee, one Jesse Sumner, was negligent in his duties, thereby leaving Mr. Sumner free to commit three murders rather than being remanded to a State penitentiary.

Jesse Sumner had been convicted of two bank robberies and one murder when he was paroled from the Department of Corrections in December of 1972. He was placed under the supervision of parole officer Robert Drucker, an employee of the State of Illinois. The parole officer, also an ex-convict, had been convicted on a charge of statutory rape.

The record of the parolee from the time of his parole until he was arrested for the murder of Rae Ann Schneider is as follows. The parolee threatened to kill a certain Mrs. Clark if she testified against him on a

criminal damage to property charge. The parole officer was aware of the threat against Mrs. Clark. He talked to her and told her the parolee was a dangerous man and indicated to her she might place herself in some physical danger if she testified against him. In any event, and whether this was a cause or not the record does not show, Mrs. Clark did not show up at the time of the hearing on the charge of criminal damage to property. The date of the hearing was December **22, 1972,** the day Rae Ann Schneider was murdered.

A circuit judge of the area in which the parole officer and parolee lived informed the parole officer that the parolee had made various threats to kill people. The record shows that the parole officer also received an anonymous letter stating that the parolee was threatening the lives of various people. Shortly thereafter, **he** was charged with aggravated incest and the record indicates he had been in trouble with a Federal parole agent.

The record, which is largely the testimony of the parole officer, is uncontradicted in any manner, shape or form. The record shows the parolee had come back to Danville, which was out of the county in which he was paroled, and threatened witnesses who had testified against him at the time of one of his previous convictions. Shortly before this time, the parolee had been ordered to stay out of Danville except during daylight hours.

The evidence indicates that the parolee had slit the throat of his accomplice in a bank robbery for which he was originally convicted of murder. This conviction was later changed to one of manslaughter by order of the court.

The record shows the parolee threatened his first

wife and that he was arrested for assaulting his second wife. He had also been charged with the offense of aggravated incest. The parole officer testified he did not know of that charge.

It seems to the Court that one of the obligations of a parole officer is to contact the various law enforcement agencies in his area to see whether the parolee has violated the terms of his parole.

The parole officer testified that when he interviewed the parolee's wife, she was very nervous and agitated but she told him everything was all right at their home. Her attitude and reaction should have told him things were not normal.

The original conditions of Mr. Sumner's parole were that he was to remain in the county to which he was paroled but the record indicates the parole officer had given him parole slips allowing him to travel to places he desired. Another condition of his parole was that he was to refrain from associating with other ex-convicts and the parole officer testified that he encouraged the parolee to associate with one other ex-convict so he was aware he was violating the conditions of his parole.

Beginning with the bank robbery, which resulted in the charge of murder against the parolee, the record shows one continuous sequence of events that should have indicated to the parole officer that his parole should be revoked. The parole officer testified that he was afraid of the parolee.

It is interesting to note that most of the above facts were obtained from the testimony of the parole officer so there can be no question of the knowledge on the part of the agent of Respondent. There is also no question

that the parole officer at any time attempted to revoke the parole of the parolee so that he could not continue his acts of violence on people or property.

The record shows that the parolee not only killed Rae Ann Schneider but also killed two other young women. The record does not disclose when the two other murders took place.

It would be difficult to find a case that could show more proof that the State, through its agent, had knowledge of the habits of the parolee and that these habits were dangerous to society at large. Respondent attempts to defend itself on the theory of proximate cause. The Court is of the opinion if there ever was a case of proximate cause, this would rank No. 1.

It is interesting to note that nearly all of the acts cited above took place between the time of parolee's parole in January 1972 and December 22,1972, less than one year. During this period of time, despite the knowledge of the incidents above referred to, nothing was done by the State to protect society as a whole.

This Court, in the case of ***Maloney v. State of Illinois,*** 22 Ill. Ct. Cl. 567, laid down the following rule:

"The agents of the State are required to use ordinary care to protect persons and their property from being damaged by those placed under their charge."

In the same case, the Court stated:

"Evidence showed that the State's agents had sufficient warning of patient's condition, which would have justified and warranted them to keep him under closer surveillance. . ."

In the case of ***Callbeck v. State of Illinois,*** 22 Ill. Ct. Cl. 722, the Court laid down the following rule:

"State is required to exercise reasonable care in restraining and controlling dangerous insane persons committed to its custody, so that they will not have the opportunity to inflict a foreseeable injury upon others."

The Court stated, in the case of ***Gillespie v. State** of Illinois*, 25 Ill. Ct. Cl. **309:**

"Where evidence showed Respondent was negligent, such negligence was directly responsible for the injury, and Claimant was free from contributory negligence, an award will be made."

The Court is of the opinion that the extraordinary facts herein put this case in an exceptional category and are far removed from the ordinary case of proximate cause.

The record discloses that a man who had already committed murder and had been placed on probation for a period of approximately one year continued to endanger the lives and property of others and yet the State, in whose custody the parolee remained, did nothing to correct, punish, restrain or prohibit any future acts of violence. The record shows the State was negligent in not fulfilling its primary duty to the citizens of the State to protect their very lives and property.

This case is not intended to be a landmark for future cases involving proximate cause unless the records in such cases are as clear and demonstrative of continuous acts of an individual to endanger his fellow citizens and their property as this one.

The Court cannot, in good conscience, find that the eventual event of murder was not readily foreseeable.

In its motion to reconsider, Respondent, for the first time in over six years of hearings, raises the question of whether or not the Court of Claims has jurisdiction in this matter. It cites at greath length the case of ***People v. Maryland Casualty Co.,*** which was heard in the District Court of the **U.S.** Northern District, Eastern Division. In that case, suit was brought against the Maryland Casualty Company and State officers personally when the water

supply system of the Manteno State Hospital became dangerously contaminated and caused an outbreak of typhoid fever, resulting in the deaths of four individuals and injuring several others. The complaint alleged it was the duty of the various State departments to provide safe drinking water and that they failed in said duty. This suit was not in the Illinois Court of Claims. Respondent takes the position that this case governs the present case and that there was not any liability on the part of Respondent.

The Court calls attention to the following Illinois statutes:

"Except as provided in 'An Act to create the Court of Claims, to prescribe its powers and duties, and to repeal an act herein named,' filed July **17,1945,** as amended, the State of Illinois shall not be made a defendant or party in any court." Section 1 of "An act in relation to immunity for the State of Illinois." Ill. Rev. Stat., ch. **127,** par. **801,** effective January **1, 1972.**

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

. . .

(d) All claims against the State for damages in cases sounding in tort, if a like cause of action would lie against a private person or corporation in a civil suit . . ." Section **8** of The Court of Claims Act. Ill. Rev. Stat., ch. **37,** par. **439.8.**

The case of ***People v. Maryland Casualty*** Co., **132** Fed. 2d 850, **is** not controlling in view of the statutes cited. It is certainly true that a private corporation would be liable for the conduct of the parole agent, if he were an employee of a private corporation. Being employed by the State, his conduct is chargeable to the State by virtue of express authority of the Court of Claims Act.

The record shows that the parolee, in one short year, by his many acts of parole violations and total disregard for human life created a pattern of foreseeability of the events that would happen. The records indicate the unfortunate victim, Rae Ann Schneider, was a young

woman, steadily employed, of good habits, and in comparatively good health.

The Court notes with interest the statement of Respondent that only two of 22 parolees in the parole officer's care were deprived of their parole. This is indeed an endorsement of the Court's decision in this case, that is to say, that this is an extraordinary case. It offers the finest possible rebuttal to Respondent's statement that this case would be a key to open up the treasury of the State of Illinois. If the parole system is working as it is supposed to, then a death like the one in this case should be either eliminated entirely or become a rarity. Illinois citizens can then lead their daily lives secure in the knowledge that the sovereign power is doing what it is supposed to do in assuring the safety of its citizens.

Respondent also sets forth that the Court's decision is too harsh in that it might cause the incarceration of parolees, to their detriment. The Court is of the firm opinion that if it becomes a choice between the welfare of the average citizen of the State and the possible reincarceration of the violators of the law of the State, reincarceration would be a cheap price to pay for the citizens' safety.

We are aware of the general principle that where the State defines by statute the powers and duties of officers of its departments, it is not creating duties the officers owe to individuals who may constitute the general public; it is "merely outlining the State's assumed public duty," and in the performance of this "public duty" the officers are not liable to an individual for negligence. ***People v. Maryland Casualty Co.***, 132 Fed. 2d 850; ***Porter v. City of Urbana*** (1980), ***88*** Ill. App. 3d 443.

The rule doesn't apply when the official (as a police officer) has assumed a special relationship to a person that elevates his status to something more than just being a member of the general public. ***People v. City of Urbana, supra.***

Our question in the instant case is whether there is anything in the statutes that circumvents this general principle. We hold that there is. At the outset, we are mindful that the State is generally immune from being sued in any event but an exception is provided for those claims where jurisdiction has been granted to hear claims under the provisions of the Court of Claims Act. (Ill. Rev. Stat., ch. **127,** par. 801.) By virtue of this act, the Court has been granted authority to hear claims in certain matters where it is specifically granted. For example, this Court can hear claims under the Crime Victims Compensation Act, and claims caused by escaped inmates of State institutions. In these instances, the question of "public" duty of the officials is not an appropriate defense in an action before the Court of Claims against the State.

The legislature has seen fit also to grant the Court authority to hear claims sounding in tort if a like cause of action would be against a private person or corporation in a civil suit. (Section 8(d) of the Court of Claims Act. Ill. Rev. Stat., ch. 37, par. 439.8(d).) Our holding in the case at bar is founded upon this statutory provision which we interpret to mean that the distinction between "public duty" and "private duty" is not appropriate in a case before the Court of Claims sounding in tort based on a public official's conduct.

Surely a private corporation in conducting its affairs has not been granted by the statute the duty to carry out

its safeguards only as a duty owed to the public generally. By the provision of the Court of Claims Act cited above, the legislature has classified the State as a private corporation in claims sounding in tort. Such being the case, we are constrained to hold the difference between public duty and private duty is not appropriate in tort claims brought before the Court of Claims and the cited cases are not controlling.

In our judgment, a private corporation would be liable in the instant case if the parole agent were acting as an employee of a private corporation. Therefore, the State likewise is liable, but not to exceed the limited amount provided in the Court of Claims Act. The distinction between the Court of Claims and a court of general jurisdiction is illustrated by this treatment of tort claims.

To further substantiate this position, it is to be noted that the Court of Claims Act provides specifically that the "defense that a State is not liable for negligence of its employees is not applicable to determining claims brought before the Court of Claims."

Respondent's motion to reconsider is denied, and the Court reaffirms its award in favor of Claimant in the amount of fifty thousand ($50,000.00) dollars, plus an additional $1,508.80 for reimbursement of funeral expenses, for a total award of fifty-one thousand five hundred and eight dollars and eighty cents ($51,508.80).

(No. 75-CC-0412—Claimant awarded $8,750.00.)

LEONA JONES, Administrator of the Estate of Monroe Jones, Deceased, Claimant, *u.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 18,1981.

GEORGE P. TROHA, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*wrongful death—comparative negligence—stipulated settlement.* **Where 13-year-old child was killed when sled he was using on accessible embankment of State highway went out of control, entered highway and struck automobile, State was negligent to some degree and Claimant was awarded an amount stipulated by the parties as fair settlement of the claim.**

HOLDERMAN, J.

This matter comes before the Court on joint stipulation of the parties. This action was for the wrongful death of Claimant's decedent, Monroe Jones, who was approximately **13** years of age at the time of his death. Pursuant to the joint stipulation filed herein, the Court finds as follows:

1. On December **29, 1973,** Claimant's decedent was engaged in riding a sled down the slope created by the elevation of Interstate Highway 80 above street level at the intersection of Duncan and Water Streets in Joliet, Illinois. This elevation of the highway created an embankment abutting the northern and southern shoulders of the highway.

2. Although fences were in place to prevent pedestrian or vehicular access to the highway and shoulders, the embankment was insufficiently fenced to prevent access from the street to the enbankment and vice versa.

3. On the date in question, Claimant's decedent was

sledding down the embankment, and upon reaching the bottom thereof, continued to slide beyond his control out into the street, where he was struck by an automobile and killed.

4. Claimant has exhausted all her legal, administrative, and equitable remedies and has complied with all notice and jurisdictional requirements of the Court of Claims Act. Ill. Rev. Stat. **1977,** ch. **37,** par. **439.1** et *seq.*

5. Respondent is negligent to some degree for the death of Claimant's decedent and thus partially liable under the doctrine of comparative negligence.

6. The parties have agreed that the sum of $8,750.00 is a fair settlement of this claim.

7. No material questions of fact or law remain in dispute.

Therefore, it is hereby ordered that Claimant be and is hereby awarded the sum of $8,750.00 (eight thousand seven hundred fifty dollars and no cents) in full and final settlement of her claim.

(No. **75-CC-0663—Claimant awarded $44,029.43.**)

G. H. STERNBERG **& COMPANY,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed July 31, 1981.

Order on denial of motion for reconsideration filed November 23, 1981.

DAILY & WALKER, for Claimant.

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

CONTRACTS—*extras—installation of pipe under highway—additional funds awarded.* **Claimant was awarded sums to cover additional costs**

incurred in installing concrete pipe under State highway where job was originally undertaken based on specifications which were known to Respondent to be unfeasible, but Claimant did not discover the unfeasibility until after execution of contract.

HOLDERMAN, J.

A hearing on the above entitled matter was held on May 1,1980, and concluded on May 8,1980, at 630 South College in Springfield, Illinois, before Richard H. Parsons, commissioner.

The Claimant entered into a contract with the Respondent on March 3, 1971, and furnished a performance bond as required, and thereafter proceeded to attempt to perform the contract.

The job involved placement of concrete pipes under the highway at a point north of Granite City in Madison County and at a point near Belleville on Route 460 in St. Clair County.

The contract provided that the pipe should be concrete, 30 inches in diameter and should be installed by "jacking" by hand only; no augers were permitted.

The Claimant completed the placement of the pipes in Madison County as agreed but when he moved his equipment to St. Clair County, he encountered numerous problems and it became apparent that the job would have to be aborted.

The Claimant then tried to reconcile this matter with the Respondent and explained at that time how the job could be handled but it would be more costly and therefore requested additional funds. The Respondent refused to vary the contract or approve additional funds and threatened Claimant with proceedings against his performance bond.

The Claimant looked for alternative ways to complete the job and consulted with one Robert Affholder in regard to same and at that time learned that the Respondent had contacted Affholder previously in regard to how to do this same job, and had been told by Affholder that it was not feasible to install the pipe by a "jacking" operation; that it could be done by installing a liner and pulling the concrete pipe through the liner. None of this information was passed on to the Claimant prior to the execution of the contract.

After a long period of time, the Respondent authorized Claimant to proceed to do the job with a steel casing and concrete pipe as originally suggested by both the Claimant and Affholder.

The job was completed by boring with the use of an auger, and with the encounter of additional concrete, debris, etc., it became obvious that any additional attempts at "jacking" would have been unfeasible.

At the time of the hearing of May **1, 1980,** there came a point in the testimony that the Respondent was not ready to proceed and therefore was given additional time (one week) and which time could have given the Respondent an unfair advantage. However, even with the additional time given to Respondent, Respondent did not provide enough evidence to rebut Claimant's case.

It appears from the record and the discovery of witnesses, and from the preponderance of the evidence that Claimant has proved its case and therefore Claimant is hereby awarded the sum of **$44,029.43,** which consists of **$6,412.50** for steel casing, **$22,657.70** for the installation of the casing, **$724.02** for extra grouting, **$10,630.21** which was the amount expended by the contractor on the

aborted portion of the job, and $3,605.00 for improperly withheld damages.

ORDER ON DENIAL OF MOTION FOR RECONSIDERATION

This matter comes before the Court upon motion of Respondent for reconsideration of the Court's order allowing claim filed July 31, 1981.

Oral argument having been heard in this matter, the Court is of the opinion that the original order allowing claim is correct.

It is hereby ordered that Respondent's motion for reconsideration be, and the same is, denied, and the Court's order of July 31, 1981, will stand as the order of this Court.

(No. 76-CC-0787—Claim denied.)

DANIEL HODGE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 29, 1981.

MANTON, JANOV & EDGAR, LTD. (RICK E. JANOV, of counsel), for Claimant.

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

NEGLIGENCE—burden of proof is on Claimant. In action for personal injury, burden of proof is undeniably on Claimant, and the Claimant is required to show duty and violation of duty in order to recover.

HIGHWAYS—condition of highways—State is not insurer. State has a duty to motoring public to use reasonable care in maintaining roadways under its control, but State is not an insurer of condition of the highways.

NEGLIGENCE—breach of State's duty must be shown to recover on a claim based on negligent maintenance of highways. In action based on negligent maintenance of highways by State, the Claimant must show that there was a breach of State's duty and that breach was proximate cause.

HIGHWAYS—culvert headwalls—State had no duty to upgrade to meet current safety standards—personal injury. Changes in highway construction standards to provide greater safety does not necessarily require that the State constantly upgrade highways to meet those standards, and in a case where the Claimant was injured when his automobile struck a protruding culvert headwall, there was no evidence that headwall in question was one which should have been upgraded as such a responsibility would be impossible to meet in view of public finances and available manpower.

NEGLIGENCE—proximate cause of accident not shown to have been negligently maintained culvert headwall. In a personal injury action alleging that the Claimant's loss was due to the State's failure to upgrade a culvert headwall which protruded above ground, the evidence failed to establish that the protrusion of the headwall was the proximate cause of the injuries sustained when Claimant's automobile left the highway and struck the headwall, as Claimant had substantial driving experience and it was unlikely that a flat tire would have caused such a violent misdirection of his path of travel without contributory fault on the part of Claimant.

ROE, C.J.

Claimant filed this claim as a negligence action pursuant to the provisions of Section 8(d) of the Court of Claims Act. (Ill. Rev. Stat. 1977, ch. 37, par. 439.8(d).) Claimant alleged that on April 9, 1974, he was operating a motor vehicle upon State Highway 10 in Iroquois County, Illinois. State Highway 10 is owned and maintained by Respondent, State of Illinois. At the location of the accident, it was alleged that there was a concrete box culvert with 8-inch by 10-foot headwalls rising '1.5 feet above the pavement lying near the travelled portion of Highway 10.

Claimant further alleged that on the date of the accident (April 9, 1974), he was operating his vehicle along Highway 10 and felt a sudden pull to the left on his motor vehicle, presumably from a bald front tire. Claimant's vehicle struck the headwall of the culvert, resulting

in the severance of Claimant's left leg from his 'body below the knee.

Claimant takes the position that the location, construction and maintenance of the concrete culvert was negligent and that the negligence of Respondent was the proximate cause of Claimant's injuries. Claimant prays judgment against Respondent in the sum of $100,000.00.

Claimant argues that the culvert headwall served no purpose whatsoever and that the presence of the headwall rendered the roadway unsafe. Claimant introduced evidence that highway construction standards in existence *on the date of the accident* were such that the concrete culverts, such as that involved in the present case, were obsolete and were in fact in the process of removal by the State of Illinois and by Iroquois County. Finally, Claimant argues that the medical evidence and testimony established that the presence of the headwall was responsible for the severance of the Claimant's leg when his vehicle struck the culvert.

Respondent argues that construction standards in existence for new or reconstructed highways should not be applied to culverts constructed in **1922.** The evidence revealed that the culvert in question was constructed in **1922** and that the construction standard alluded to by the Claimant was promulgated in **1943.** Respondent argues that the change of a standard, such as in the construction of culvert headwalls, could not and should not place a duty upon the State of Illinois to reconstruct or alter all existing culvert headwalls in the State of Illinois on State highways.

Respondent also argues that Claimant failed to prove probable cause. Respondent admits that Claimant's injuries were caused by collision with the culvert

headwall; however, Respondent disputes Claimant's position that the existence of the headwall was a proximate cause of Claimant's injuries and argues instead that Claimant's loss of control of his vehicle was the proximate cause of his injuries.

Undeniably, as Respondent argues, the burden of proof in this case is upon the Claimant. Respondent argues that Claimant totally failed to show a duty and violation thereof and that in the failure to show a duty on behalf of Respondent, the question of proximate cause becomes irrelevant. Respondent argues that even if Claimant did establish a duty to remove the headwall on the culvert, that the proximate cause of the accident was Claimant's failure to keep his vehicle on the main travelled portion of the highway. Respondent attacks Claimant's credibility with respect to the speed of Claimant's vehicle at the time of the accident and the manner in which Claimant's vehicle left the roadway. Finally, Respondent attacks claimant's credibility with respect to Claimant's testimony that he had consumed only two beers and drove his truck around the town of Milfor, Illinois, for 2½ hours prior to the accident.

Walter Johansen, a registered professional engineer, was called as a witness by Claimant. Mr. Johansen qualifies as a highway design expert. He testified that the standard for the construction of highway culverts of the type involved in this case had, since March 3, 1943, provided and directed that culvert structures be flush with the earth work, so as to avoid creating hazards for vehicles leaving the main travelled portion of the roadway. It appears that the standard, introduced as Claimant's exhibit No. 1, was in effect on April 9, 1974, the date of the accident in the case at bar.

On cross-examination, Johansen admitted that he

had never been involved directly in maintenance of existing highways. He further testified that the standards about which he testified were standards applicable *to the construction* of Interstate Highway 57 and were used on the construction of that interstate. Further, he stated that these standards were relative to the design and redesign of old facilities, as well as the construction of new facilities. Johansen did not know if there were any specifications in force in 1974 at the time of the accident on the issue of upgrading State roads to current specifications and standards, other than the fact that *when a roadway was upgraded,* then it must be upgraded to latest standards. Johansen testified that "just because they change the standard they don't go out and rebuild every highway." Johansen did not know if the road in question had ever been upgraded or reconstructed since the adoption of the new standards which require headwalls to be flush with the level of the ground on the shoulders of the highway.

The State is not an insurer of the condition of highways under its maintenance and control. *(Schuck v. State* (1965), *25* Ill. Ct. Cl. 209; *Ohms v. State* (1975), *30* Ill. Ct. Cl. 410,414.) The State is, however, under a duty to the motoring public to use reasonable care in maintaining roadways under its control. *(Ohms v. State, supra.)* In order to recover, Claimant must show, among other things, that the State breached its duty and that the breach was a proximate cause of the injuries to the Claimant.

It should be noted that Claimant has not seen fit to provide the Court with any citations of authority on any issue in this case other than a number of citations, the effect of which is that proof of drinking cannot be equated with intoxication and that it is error to introduce evidence of drinking unless there is evidence of intoxica-

tion. This was a collateral issue in the case and there was no real dispute concerning this rule of law. Not only has Claimant failed to cite any authority in connection with his theory of liability in this case, but neither has the State provided the Court with authorities in opposition to Claimant's theory. Apparently, neither Claimant nor the State felt it necessary to brief these rather important and delicate issues, and to leave the legal research to the Court and its commissioner.

We are unable to sustain Claimant's theory of liability in this case. Clearly, the State must use reasonable care in its maintenance of roadways. However, that is not the question in this case. The critical issue in this case is the extent and nature of the duty of the State to upgrade existing roadways to meet current standards applicable to reconstruction or new construction. Construction standards for roadways are bound to be changed from time to time to meet new or different conditions and to provide the motoring public with greater safety. The record is replete with references to upgrading work that was done from time to time on other culverts such as that in the present case where the headwalls that protruded above the earth's surface were removed. However, there was no evidence that this headwall was among those that should have been removed first or that this headwall would not have been removed in due course when State workers were able to devote their attention to this particular stretch of highway. Further, it is not unreasonable to conclude that monetary limitations would prevent the State from completely redoing every State highway at any time that the State adopts new construction standards for reconstructed or new highways. The impossibility of such a responsibility both from the standpoint of public finances and available manpower militates in favor of a rule that would

not require the State to undertake massive reconstruction of existing facilities.

Nor are we convinced that Claimant has established that the existence of the headwall was a proximate cause of his injuries. The evidence was vague at best on the question of what caused Claimant's vehicle to leave the main travelled portion of the roadway and thereby come in contact with the culvert wall. Claimant testified that he felt a pull on his vehicle similar to that which would be exerted by a flat tire. Claimant further testified that his speed was prudent and reasonable and that weather conditions were excellent immediately prior to this accident. Claimant was a young man with substantial driving experience. It is unlikely that a flat tire would have caused such a violent misdirection of Claimant's path of travel as to have rendered this accident unavoidable and not without contributory fault on the part of the Claimant.

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

(No. 76-CC-0854—Claimant awarded $125,000.00.)

PATRICK J. KELLY, Individually and as Executor of the Estate of Catherine Kelly, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 26, 1981.—Award affirmed on rehearing October 21, 1981.

ZIMMERLY, DODD, ANSEL & STOUT, for Claimant.

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

HIGHWAYS—duty of State to warn public of highway conditions. **When the State has notice that a particular highway tends to an unusual accumula-**

tion of ice and water, and the State knows of previous accidents at that site, State will be held to have had actual notice of dangerous condition.

NEGLIGENCE—*failure of State to warn public of dangerous condition of highway may result in liability.* Even though State is not liable for injuries from the natural accumulation of ice and snow on highways, the State may be held liable for failing to warn the traveling public of dangerous condition of highway caused by an unusual accumulation of ice, where State has notice of condition.

SAME—hazardous condition of highway—award granted where State failed to give adequate warning to public. Even though the State placed warning flares near a dangerously icy overpass, the foggy conditions at the time Claimant's automobile entered that section of highway and crashed made it extremely doubtful that the flares constituted adequate warning, and where there was no question that State had notice of the icy conditions and actually contributed to danger by blocking one lane of traffic in area that could not be ascertained by the traveling public until they reached crest of the overpass, Claimant was granted award for loss of life of his wife and for his injuries.

HOLDERMAN, J.

This is a claim brought by Patrick J. Kelly, individually and as executor of the estate of Catherine Kelly, deceased, who was his wife.

This claim arises as a result of an accident that took place on December 23, 1973, at the overpass of Route 128 and Route 70, in Effingham County.

The accident occurred on that section of the road that was carrying eastbound traffic. The west side of the overpass, which was the side that traffic bound in an easterly direction would have to climb, was wet but was not ice covered. At the crest of the overpass and on the downward slope to the east, it was ice covered and slippery. As a result of this icy condition, four cars, after coming up over the crest and striking the icy portion of the overpass, slid off the highway.

State Trooper Davis had been directed to the scene to help clear up the situation and to prevent any further

accidents. Three of the cars had been removed and the wrecker was pulling the fourth car back onto the highway which blocked the eastbound traffic. At approximately 12:00 noon, a Ford motor vehicle came over the crest, followed by a National Carrier truck. They were not aware that the eastbound lane was closed because that could not be observed until they reached the peak of the overpass. Both vehicles slowed down and were proceeding slowly down the overpass when a yellow Freight Systems truck approached from the west and attempted to pass both the Ford and the National Carrier truck. When it hit the ice, the yellow truck struck the National Carrier truck, knocking off one of its front wheels, and it then hit the Ford vehicle, knocking it off the road. Directly behind the Freight Systems truck was a Dodge automobile driven by Mr. Kelly who was accompanied by his wife. When the National Carrier truck was stopped abruptly on the ice, the Kelly vehicle, which was unable to stop, slid into the National Carrier truck. It suffered severe damage to the front of the truck and it was evidently sideswiped by the Freight Systems truck as it also had severe damage to the rear end. As a result of the Kelly car sliding into the truck, Catherine Kelly was killed and Patrick J. Kelly was seriously injured.

Mr. Kelly's injuries consisted of a severe injury to his knee that resulted in an operation and his leg being shortened by perhaps one and one-half inches for an extended disability. He also had other injuries, including the amputation of a finger and extended disability to his arm.

Prior to this accident, Patrick J. Kelly was a healthy man, had no physical disabilities, and was working full time as a carpenter. He was 56 years of age. As a result of his injuries, Mr. Kelly is no longer able to work.

Catherine Kelly was 65 years of age. She was not employed outside the home; however, she was a very active person in social and civic duties in her community.

We therefore have a situation in which traffic traveling to the east over the overpass on wet, but not slippery, pavement abruptly came to the crest of the overpass and immediately found themselves on ice-covered pavement so bad that four vehicles had, the morning of the accident, slid off the pavement. The problem was complicated and made more dangerous by the fact that the tow truck pulling the four vehicles back onto the road effectively blocked the east lane so that traffic traveling to the east had to contend not only with the slippery conditions on a downgrade,.which could not be ascertained until the crest of the overpass had been reached, but also with a blocked pavement.

Trooper Davis gave the driver of the yellow Freight Systems truck a ticket for driving too fast for conditions. He did not give tickets to any of the other drivers involved in the accident.

It is Claimant's contention that the State was negligent in not warning the traveling public of the dangerous conditions that existed and in failing to divert traffic from that portion of the highway which was blocked or obstructed by reason of the prior collision and the removal of the vehicles.

It is Respondent's contention that the flares put out by Trooper Davis and other personnel at the scene should have adequately warned the traveling public that a dangerous situation existed and they should have had their vehicles under control to avoid accidents.

The evidence shows that **Mr.** Kelly was a full-time

carpenter who had worked for one employer for approximately 22 years and was working for him at the time of the accident. In 1972, his income was $10,100. His physical problems include immobility because of damage to his left knee and it remains straight and stiff nearly all the time. This affects his ability to climb in and out of cars and prevents him from climbing ladders and stairs. He lost a finger on his right hand and cannot grip a hammer or saw.

At the time of the hearing, the carpenter rate was $12.00 per hour.

The record is clear that before the accident, both the Kellys were in good physical condition. The medical treatment received by Mr. Kelly was for multiple rib fractures, a fracture of his right wrist, a traumatic amputation of his right ring finger, a comminuted fracture of his index finger, and a severe injury of the left knee resulting in disruption of the medial collateral ligament. Exploratory surgery was performed on the left knee with repair of his medial collateral ligaments, removal of the medial meniscus, and reconstruction of the medial aspect of the joint. The amputation of the right ring finger was revised and the fracture of the right index finger was fixated. He was placed in a long arm cast after closed reduction of the radial fracture. He was further treated with bed rest and physical therapy for his hand and knee.

This accident occurred in December 1973 and he was released from the hospital in March 1974. In August of that year he was examined by a doctor and found to have no movement in the small finger of the right hand and a mild deformity of the forearm. It appears he had suffered approximately 40% permanent physical impairment to the right hand and a 40% permanent physical impairment to the left lower extremity.

Mr. Kelly's hospital and medical bills were in the amount of approximately $14,000 and it appears that his lost earnings would exceed the sum of $75,000.

It is interesting to note that after the Kelly accident in which two trucks and two cars were involved, the State belatedly diverted traffic around the overpass. Unfortunately, as far as the Kelly vehicle was concerned, the diversion came too late because had it occurred earlier, Mrs. Kelly would undoubtedly be alive and Mr. Kelly would not have suffered the injuries he sustained.

Claimant cites ***Burgener v. State*** (1964), **25** Ill. Ct. Cl. 6, where the Court made the following observation:

"Where record indicated Respondent had notice that particular highway tended to an unusual accumulation of ice and water, and that Respondent had, in fact, known of several accidents the previous night, Respondent was held to have had actual notice of dangerous condition of highway."

The Court further stated that "Respondent had notice of dangerous condition of highway and was negligent in failing to erect signs to warn the traveling public." The same case laid down the following rule:

"While the State is not liable for injuries from the natural accumulation of ice and snow (***Levy* us. State** *of* ***Illinois,*** **22** C.C.R. 694), it may be held liable for failure to warn the traveling public of the dangerous condition of a highway caused by an unusual accumulation of ice, where it has had notice of such condition. **(Bovey** *vs.* **State** *of* ***Illinois,*** **22** C.C.R. 95)."

There can be no question that the State had notice of the condition of this particular area because of the accident that had occurred at approximately 8:00 a.m. that morning and the fact that the State had sent various State troopers to the scene to try to alleviate the situation. The Respondent added to the danger by blocking the east lane of traffic with **a** tow truck that was removing the cars that had slid off the road. This, in the Court's opinion, created an exceptionally hazardous condition because the blockage of the road could not be ascertained by the traveling public until they had reached the

crest of the overpass. It is true that the State had placed flares along the highway but with the foggy conditions that existed at the time of this accident, it was extremely doubtful that flares could have been of the help they would have been under normal conditions.

It is the Court's opinion that Mr. Kelly was not guilty of contributory negligence and that the State failed in its duty to protect the traveling public.

An award is hereby entered in the amount of $25,000.00 for the loss of life of Catherine Kelly, and in the amount of $100,000.00 for the injuries and loss sustained by Patrick J. Kelly.

(No. 76-CC-1803—Claim dismissed.)

JOANNE FUTRELL, Claimant, *v.* THE STATE OF ILLINOIS, **Respondent.**

Order filed April 18, 1979.—Case dismissed on ***rehearing November 18, 1981.***

CORNFIELD & FELDMAN (GAIL MROZOWSKI, of counsel), for Claimant.

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

STATE *EMPLOYEES* BACK SALARY CLAIMS—***additional payments "for work already performed" is prohibited by statute.*** Section 9 of the Finance Act unequivocally prohibits any additional payments "for work already performed' for payroll periods "for which remuneration had already been made" and further provides that the amounts paid to State employees for services rendered shall be considered as full payments for all services rendered for that payroll period, with the exception of retroactive payments to tradesmen paid in accord with prevailing wage standards and retroactive pay based on the effective date of a collective bargaining agreement.

SAME—back pay claim dismissed as barred by statute. The Claimant's action for back pay based on the allegation that she was classified in and paid for a position lower than the classification of work she actually performed was dismissed on the basis of Section 9 of the Finance Act which prohibits the

payment of additional sums for work already performed, since the Claimant's case did not fall within either of the exceptions allowed by the statute.

POLOS, C.J.

This cause is before the Court on the motion of Claimant for reconsideration of an order dismissing this cause. That order was entered on Respondent's motion when Claimant failed to respond thereto. Claimant has advanced reasonable grounds for not responding to the motion, and we accordingly vacate our prior order of dismissal, and will consider Respondent's motion on the merits.

Claimant, a State employee, has alleged that she was classified in, and paid for, a position which was lower than the classification for the work she was actually performing. She filed a grievance with the Department of Mental Health, and a formal hearing was convened. During the course of the hearing, a settlement agreement was reached. That agreement provided that Claimant was to be reallocated to a Mental Health Specialist I, and that she was to receive back pay as a Mental Health Technician II from August 1,1972, to August 1,1973, and as a Mental Health Technician III from August 1,1973, to August 1, 1975.

Respondent bases its motion to dismiss upon section 9 of the Finance Act (Ill. Rev. Stat. 1975, ch. 127, par. 145), which provides:

"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 payments would constitute in fact an additional payment 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."

Claimant argues that the foregoing statute has no application to the case at bar, as it was intended to prevent fraudulent undertakings to increase compensation of persons already fully paid for the services they performed for the State of Illinois. Claimant argues that in this case she was not fully paid for the services which she actually performed for the State of Illinois.

However, this Court is bound to give effect to the plain meaning of a statute. Section 9 of the Finance Act is a clear and unequivocal prohibition against any additional payments "for work already performed" for payroll periods "for which remuneration had already been made." The statute provides amounts paid to State employees for services rendered shall be considered as full payments for *all services* rendered for that payroll period. There are but two exceptions to this general prohibition: retroactive payments to tradesmen who are paid in accordance with the pay scale prevailing in the geographic area of their employment, and claims for retroactive pay based upon the effective date of a collective bargaining agreement.

Clearly, both of these exceptions relate to union-negotiated wage scales, and were enacted for the purpose of overcoming the time lag inherent in applying newly negotiated wage scales at the appropriate effective date.

The history of the Finance Act lends support to a strict construction of its provisions. The Act was passed in 1919, and until August, 1967, there were no exceptions to the blanket prohibition against retroactive wage payments. In 1967, the exceptions relating to union-negotiated wage scales were added. The Act was amended on at least one other occasion, but the legislature kept intact

the prohibition against payments of additional sums for work already performed.

This Court has constantly held that the statute prohibited further payment to a State employee for work already performed, where the employee had accepted a payroll warrant for the pay period in question. See ***Hunter*** v. ***State,*** 9 Ill. Ct. Cl. 1; ***Novak*** v. ***State,*** 10 Ill. Ct. C1.258; ***Smith*** v. ***State,*** 11 111. Ct. C1.374; ***Hollander*** v. ***State,*** 14 Ill. Ct. Cl. 40; ***Clayton*** v. ***State,*** 21 Ill. Ct. Cl. 321.

The absence of any legislative action to expand the amendments to the statute, during a period when this Court has held that the statute prohibited payment of additional sums for work already performed, raises a presumption that the Court's construction of the statute accurately reflected the intention of the legislature.

We must therefore conclude that section 9 of the Finance Act (Ill. Rev. Stat. 1975, ch. 127, par. 145) bars the instant claim.

For the foregoing reasons, the motion of Respondent to dismiss this claim is hereby granted, and this cause is dismissed.

(No. 76-CC-1807—Claim denied.)

VERNICE BIBBS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 18,1981.

CORNFIELD & FELDMAN, for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—retroactive back pay claim denied—trainee. State's motion for judgment in its favor in the Claimant's action seeking retroactive back pay was granted where evidence showed that Claimant was not entitled to additional retroactive back pay as if she had been promoted to a higher position as of the date she was denied the right to attend training class in preparation for promotion, as Claimant would still have been classified as "trainee" even if she had attended training session and award of back pay would be in conflict with Rule **2—170** of Department of Personnel Rules and Section **9** of the Finance Act (Ill. Rev. Stat. **1973,** ch. **127,** par. **145).**

HOLDERMAN, J.

This matter coming to be heard upon the motion for judgment in favor of Respondent, 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 Claimant filed a grievance for being denied the right to attend the November **1974** training class in preparation for a promotion to Mental Health Technician 11; that during the pendency of the grievance, Claimant did in fact attend a training class and received a certification of completion on June **9,1975;** that Claimant's name was placed on an eligibility list from which she was duly promoted on September **16, 1975,** in full compliance with Rule **2—170** for the Department of Personnel Rules; that after Claimant was promoted, the Department of Mental Health hearing officer ruled that Claimant was denied the right to attend the November **1974** training class and was entitled to additional retroactive back pay as if she had been promoted to Technician **II** in November **1974;** that the hearing officer's ruling of additional retroactive back pay as if Claimant had been promoted in November **1974** was in direct conflict with Rule **2—170** of the Department of Personnel Rules and was in direct conflict with Section **9** of the Finance Act (Ill. Rev. Stat. **1973,** ch. **127,** par. **145);** that even if Claimant had attended the November **1974** training session, Claimant would still be classified as a

"trainee" for the entire period of this claim, which is consistent with this Court's ruling in ***Anderson v. State*** (1980), **34** Ill. Ct. Cl. **316,** where this court denied the additional wages for a trainee.

It is hereby ordered that the motion of Respondent for judgment in favor of Respondent be and the same is hereby granted and the claim is hereby denied.

(No. 76-CC-1821—Claimant awarded $1,500.00.)

WALTER YORK, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 21, 1981

THOMAS BIELINSKI, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*joint stipulation is not necessarily binding* **on** *Court of Claims.*

PRISONERS AND INMATES—*explosion of oven—inmate—stipulation.* Stipulation of parties as to damages suffered by Claimant, an inmate, when gas oven he was attempting to light exploded **as** a result of a leak, was accepted by the Court in its entirety, including the suggested award, as stipulated facts were sufficient to warrant finding of negligence on part of the State and liability for Claimant's injuries.

POCH, J.

This case comes to be heard upon a joint stipulation entered into by the parties. According to the agreed-upon facts, this claim arose as follows:

On May 7, **1974,** Claimant was an inmate at Joliet Correctional Center where he worked as a cook in the residents' kitchen. As a cook, one of his responsibilities was the operation of the stove, including the lighting of

the oven. On the aforementioned date, Claimant was attempting to light the oven when it exploded in his face, apparently as a result of gas leakage. The explosion caused him to suffer burns about his face and body, for which he seeks recovery of damages.

Respondent has conceded that it was negligent in failing to maintain the oven in a safe condition, and that its negligence was the sole and proximate cause of Claimant's injuries. It is further conceded that Claimant was acting with due care for his own safety.

Both parties agree that Claimant's damages equal $1,500.00 and that an award in that amount would constitute full and final satisfaction of this claim.

Although the Court is not bound by a joint stipulation such as this, we hesitate to interpose a controversy between the parties where none appears to exist. In this case, the stipulated facts are sufficient to warrant a finding of negligence on Respondent's part and liability for Claimant's injuries. As for the agreed-upon award, we see nothing to indicate that this amount was not determined by a thorough consideration of all the elements of damages relating to this case. We therefore accept the stipulation in its entirety, including the suggested award.

Claimant is hereby awarded the sum of $1,500.00 (one thousand five hundred dollars and no cents) as full and final satisfaction for the instant claim.

(No. 76-CC-1936—Claimant awarded $608.59.)

McLEAN COUNTY SCHOOL DISTRICT No. 5, Claimant, *v.* ILLINOIS SOLDIERS' AND SAILORS' CHILDREN'S SCHOOL, Respondent.

Opinion filed June 7, 1982.

Order on denial of motion for reconsideration filed August 26, 1982.

FLEMING, MESSMAN & O'CONNOR, for Claimant.

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

HOSPITALS AND INSTITUTIONS—*damages by escaped inmates—when recovery is allowed.* Recovery may be allowed for damages done by escaped inmates of State institutions when there is a showing that inmate escaped from an institution over which State had control, inmate caused the damage claimed while at liberty after escape, proper State authority established upon investigation that damages were caused by escapee and determination of nature and extent of damages has been made.

SAME—*State is liable for damages caused by escaped inmates if state negligently allowed escape.*

SAME—presumption of negligence arises which State must rebut when inmate of State correctional facility escapes.

SAME—escaped inmates—property damage—State negligent. Evidence clearly established that State was negligent in allowing escape of inmates of facility operated by the Department of Children and Family Services for delinquent minors, and an award was granted where those inmates did substantial property damage by breaking windows and other property, as State knew proclivities of individuals causing damages and failed to take basic steps necessary to prevent escape from cottages located on grounds of the facility.

HOLDERMAN, J.

Claimant filed a claim for monetary damages as a result of property loss resulting from the destruction of windows and other property at the Eugene Field Elementary School by persons who were wards of the Illinois Soldiers' and Sailors' Children's School, Normal, Illinois.

Claimant waived the right to a hearing and submitted briefs along with evidentiary depositions of Charles McAnally and Edward Schweinberg. There was no oral testimony submitted and the commissioner did not have the benefit of questioning any of the parties involved.

The Illinois Soldiers' and Sailors' School is located in Normal, McLean County, Illinois, and is a facility operated by the Department of Children and Family Services. The facility consists of 52 acres with several buildings on its grounds. At the time of the occurrence, there were approximately 65 children in residence.

There are three cottages that house students and all are connected to a central core. From this core, entrance can be gained to any of the three cottages. One person is assigned to this core from 10:30 p.m. until 6:30 a.m. One of the duties of this person is to visually observe the three cottages and to conduct intermittent bed checks of the students. It was evidently impossible for the attendant to see the windows of any of the three cottages from where he was stationed.

Each cottage had an exterior door that was locked at night to prevent ingress. Each door was equipped with a panic bar for emergency egress. The cottages' windows are 2½ to 3 feet from the ground and can be opened from the interior to exit the cottages. Each cottage has a "cottage parent" who was on duty from 6:30 a.m. until 10:30 p.m. After the "parents" leave at 10:30 p.m., the supervisor in the core area comes on duty. A duty officer comes on duty at 5:00 p.m. until 1:00 a.m. to patrol the grounds on a non-set schedule. After 1:00 a.m., no duty officer is present.

The facility is an open institution in that doors are

not locked to keep the children in nor is the facility encircled with a fence.

The investigatory report filed by the Department of Children and Family Services stated that Gordon Bolden and James Huggins admitted using croquet mallets to break the Claimant's windows and were apprehended by the State police while driving a stolen automobile. This incident occurred during the late evening on February 25, 1976, or the early morning of February 26, 1976. This damage occurred while the children were at liberty without the permission or knowledge of the Respondent.

Gordon Bolden was a delinquent minor who had been involved in many activities such as burglary, theft, shoplifting, criminal damage to property, aggravated battery and truancy, and had also been involved in breaking lights and windows on the Respondent's grounds. He had escaped from Respondent's quarters on at least eight previous occasions.

James Huggins has not been classified as a delinquent minor but had been involved with Gordon Bolden in the window breaking incident on Respondent's grounds and had run away from Respondent's facility on several occasions.

The record indicates that it was characteristic of many of the children to run away from the facility and it experienced an average of 1.2 runaways in each 24-hour period. After the incident in question, Respondent closed the cottage windows so the children could not open them to exit the building, which is how the two children responsible for this particular incident had gotten away from Respondent. It appears that by closing the windows, the number of runaways has been reduced.

This Court set down the rules that must be followed before recovery can be made: (1) that an inmate escaped from an institution over which the State had control; (2) that the inmate caused the damage claimed while he was at liberty after his escape; (3) that the proper State authority establishes upon investigation that the damages were caused by the escapee; and (4) a determination of the nature and extent of the damages. 26 Ill. Ct. Cl. 15.

The record shows that the damage to Claimant's facility was in the amount of $608.59.

Claimant having supplied the requisite proof, as set forth in ***Castleman v. State*** (1976), **31** Ill. Ct. Cl. 382, and Respondent having failed to offer any evidence in rebuttal, award is hereby entered in favor of Claimant in the amount of **six** hundred eight dollars and fifty-nine cents ($608.59).

ORDER ON DENIAL OF MOTION FOR RECONSIDERATION

This matter comes before the Court upon motion of Respondent for reconsideration of an award heretofore entered by this Court.

Respondent's position is that the Court erred in entering an award for damages resulting from the acts of two runaways from the Illinois Soldiers' and Sailors' Children's School in Normal, Illinois.

The Court, in viewing the record and in particular the commissioner's report, finds the following to be the apparent facts in this case. The two individuals involved were Gordon Bolden and James Huggins. The record calls attention to the fact that there are 65 inmates in the facility from which the individuals escaped and that they are all there because they have been found to have been

in need of some kind of supervision or were classified to be delinquent minors.

The record shows that Gordon Bolden had been involved in many activities, including burglary, theft, shoplifting, criminal damage to property, aggravated battery and truancy and had been involved in breaking lights and windows on the Respondent's grounds. It also appears he had run away from the institution on at least eight prior occasions. James Huggins, the other individual involved, had not been classified as a delinquent but had been involved with Bolden in the window-breaking incident on Respondent's grounds and had run away on several occasions from Respondent.

It is also interesting to note that on the occasion of the incident on which this claim is based, they were in a stolen car when they were captured.

The record discloses that after 10:30 p.m., there was one person whose duty was to more or less supervise the three cottages in which the inmates were confined. He was situated where he could not see the windows of the cottages. The windows were left unlocked and were approximately 2½ to 3 feet above the ground and could be opened from the interior. After 1:00 a.m., there was no duty officer at the cottages. The record shows the doors were not locked to keep the inmates in. A significant fact is that after this incident, the windows were closed and that prior to this incident, the institution was averaging 1.2 runaways in each 24-hour period. It also appears that by the simple act of closing the windows, the number of runaways has been reduced.

Respondent calls the Court's attention to two cases. In the case of Johnson *v.* State (1981), 34 Ill. Ct. Cl. 234, the damages were caused during the initial escape while

the escaped inmate was actively being pursued by agents of Respondent. Further, there is nothing in the opinion in that case that would indicate the individual escaping had a record anywhere near equal or parallel to that of one of the inmates involved in the present matter. The second case, ***Curiel v. State*** (1979), ***33*** Ill. Ct. Cl. ***56,*** involved a claim where an inmate while on off-grounds activity stole a motor vehicle. He was off-grounds as he was supposed to be going to the control center for medication. The record in this case is also silent as to whether or not his previous activities would lead one to believe he would attempt to escape or create further problems or damages. The Court is of the opinion that both of these cases contain facts that do not in any manner, shape or form conform to the present case.

In ***Ingram v. State*** (1979), ***33*** **Ill.** Ct. Cl. **134,** the Court laid down the rule that the State is liable for actions of escaped inmates if it was negligent in allowing the escape. This case also laid down the rule that where it is shown that an inmate of a State correctional facility has escaped, a presumption of negligence arises and it becomes incumbent upon the State to rebut the presumption.

It is the Court's opinion that negligence has been established in this matter and while the institution from which the individuals escaped was not in one sense of the word a "correctional institution," it was a State institution where the State had charge of the inmates. It also had the records **of** the individuals causing the damages and the Court believes the State was negligent in its duty in not preventing the escape.

To follow Respondent's argument to its logical conclusion, the citizens of the State of Illinois,would be

open prey to individual activities, such as those of Gordon Bolden and James Huggins. Their record of escapes and criminal activities, as stated previously, certainly should have put the State on notice of the kind of supervision that was required and should have strongly indicated to Respondent that more restrictive measures should be enacted and complied with. The relatively simple matter of closing the windows, which evidently alleviated some of the escapes, is indicative of the fact that Respondent was indeed negligent in handling individuals whose propensities were as well known as those of Bolden and Huggins. It is the Court's opinion that to condone activities such as occurred in this case, with the knowledge the State had of the proclivities of its inmates, would be an open invitation to inmates to indulge in all sort of illegal activities to the detriment of every resident of the State of Illinois.

Motion for reconsideration denied.

(No. 76-CC-1987—Claim dismissed.)

WILLIAM J. JEANGUENAT, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 29, 1982.

LOUIS E. OLIVERO, for Claimant.

TYRONE C. FAHNER, Attorney General (ANTHONY C. RACCUGLIA, Special Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—release *of* one *tortfeasor* releases all.

SAME—*State* was released by Claimant's release of *joint-tortfeasor.* Law is well settled in Illinois that release of one tortfeasor releases all joint-tortfeasors and suit against the State was required to be dismissed since record showed that suit had originally been filed in the circuit court and was

settled there by the release and satisfaction executed by the joint-tortfeasor sued in that court, thereby releasing the State from any obligation, notwithstanding the fact that the joint-tortfeasors had been sued in a different forum.

HOLDERMAN, J.

Claimant originally filed a suit in the circuit court of La Salle County against the city of Peru, an Illinois corporation, and Mark S. Mills. The city of Peru, an Illinois corporation, was dismissed out on motion. On August 24,1978, Claimant was awarded a jury verdict in the amount of $5,000.00 against Mark S. Mills. This amount was paid to Claimant and a release and satisfaction of judgment was executed at the time of payment.

It is Respondent's position that the release of one tortfeasor is the release of all. In support of its position, Respondent cites the case of ***Elberstett v. Country Mutual Insurance Company*** (1979), 79 Ill. App. 3d 407, and ***McGill v. State of Illinois,*** 29 Ill. Ct. C1.450. In the ***McGill*** case, the Court held that "the law is well established in this state, as respondent suggests, that the release of one tort-feasor releases all joint tort-feasors" and refers to Illinois Law & Practice Releases §25. The Court further held that although the joint-tortfeasors were sued in different forums, this did not change the rule.

It is hereby ordered that this case be, and the same is, dismissed.

(No. 76-CC-2144—Claim denied.)

GEORGE B. SILVERMAN et *al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 10,1982.

UDONI, SILVERMAN, CONNELLY AND GAYNES, for Claimants.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*lease—terminated* by *State—claim denied.* Lease which existed between Claimant and State for space used by the Cook County Department of Public Aid, which became an instrumentality of the State during the term of the lease, was effectively terminated by letter from State which was accepted by Claimant, notwithstanding Claimant's contention that letter merely re-defined term of lease.

HOLDERMAN, J.

The record discloses that on August 4, 1969, the Claimants leased to the County of Cook for the use of the Cook County Department of Public Aid a building in Maywood, Illinois. The term of the lease was five years, commencing on October 1, 1969, and ending on September 30, 1974. Due to the fact that Claimants were required to do some remodeling on the premises before it could be occupied, Claimants did not actually take possession until October 1, 1969.

It appears that by virtue of the provisions of Public Act 78-363, effective January 1, 1974 (Public Aid Code, Ill. Rev. Stat., ch. 23, par. 12—18.1), the Cook County Department of Public Aid ceased to be a governmental instrumentality of the county and became an instrumentality of the State of Illinois, and the State assumed the instant lease.

Later by an undated amendment attached to the lease establishing the term of the lease as commencing March 15, 1970, and ending March 14, 1975, the parties' rights and obligations with respect to terminating and renewing the lease were set forth.

On June 10, 1974, one of the Claimants wrote to the Cook County Department of Public Aid to inquire of it

its intentions with regard to renewing the lease for an additional 60 months.

On July 17,1974, an employee of the Illinois Department of Public Aid wrote to Claimants reminding them that effective January 1, 1974, the interest of the Cook County Department of Public Aid was transferred to the Illinois Department of Public Aid and notified them to send all notices in regard to the lease to the Illinois Department of Public Aid.

On December 13, 1974, Mr. Roland Burris, director of the Department of General Services, answered Claimant's letter of June 10, 1974, and informed him that the State of Illinois, by the Department of General Services for the use of the Illinois Department of Public Aid, wished to extend its present lease for an additional three and one-half months, commencing March 16, 1974, and terminating June 30, 1975. Claimants take the position that this letter merely re-defined the term of the lease and extended it to June 30, 1975, but in no way affected Respondent's rights to renew under section 8 of the lease nor its obligations to notify the Claimants in writing if it was not going to exercise its rights to renew. Claimants further contend that on June 30, 1975, the lease rolled over for an additional 60 months. There is no explanation in the record as to why Claimants brought suit for only 12 months rent rather than 60 months rent.

It is the opinion of this Court that the Respondent, by its correspondence, indicated that it desired to terminate the lease as of June 30, 1975, and that such termination was accepted by the written signature of Claimant Silverman.

Claim denied.

(No. 76-CC-2249—Claimant awarded $125.00.)

ROBERT PATIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 24, 1981.

ALAN KAWITT, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

WAGE DEDUCTION—*stipulated settlement of claim.* Award was entered on basis of joint stipulation of parties where Claimant was judgment creditor of State employee and wage deduction summons was served on State, but no wages were withheld.

HOLDERMAN, J.

This matter comes before the Court on the joint stipulation of Claimant and Respondent for the entry of an award in this case. The parties stipulated additionally to the facts alleged in Claimant's complaint, to wit: that Claimant was a judgment creditor of one Lee Roy Calvin, an employee of the Illinois Department of Transportation as of December 17, 1974, the date of service on Respondent of wage deduction summons in case No. 72-M1-110082 in the circuit court of Cook County, Illinois (which summons was returned February 4, 1976, and continued to July 8, 1976), that Respondent failed to withhold any sums from Calvin's wages while Calvin remained in its employ, and that Calvin left Respondent's employ on August 7, 1976.

The Court being otherwise fully advised, it is hereby ordered that an award be and is hereby entered in favor of Claimant in the amount of $125.00 (one hundred twenty-five dollars) in full satisfaction of his claim.

(*No.* 76-CC-2279—Claimant awarded $10,000.00.)

KATHLEEN MARTENS, Claimant, *v.* **THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY,** Respondent.

Opinion filed October 29, 1981.

CHARLES E. HAMILTON, for Claimant.

DONOVAN, HATCH & CONSTANCE (HAROLD A. DONOVAN, of counsel), for Respondent.

NEGLIGENCE—*landowner's* ***duty to invitee.*** The possessor of land has a duty to use reasonable care to protect invitee against a known, dangerous condition if it constitutes an unreasonable risk of harm to the invitee and if possessor should expect invitee will not discover or realize danger or will fail to protect himself against danger.

SAME—*landowner's* ***duty to protect invitee from acts of third persons.*** Landowner has duty to guard an invitee against actions of third persons, whether negligent or criminal, but that duty will not be extended to the owners unless there is knowledge of previous incidents or special circumstances which would charge the owners with knowledge of the danger and the duty to anticipate it.

SAME—rock concert—fireworks—personal injury—award granted. State had a duty to protect persons attending outdoor rock concert on State property from possible injury due to fireworks being set off by other persons attending the concert and an award was granted Claimant for injuries sustained when she was hit by a rocket, as the security staff had knowledge of the danger and anticipated problems at the concert, but failed to take any action to prevent the fireworks being set off inside the premises except for cursory searches prior to allowing people to enter the concert grounds.

POCH, J.

On August 19, 1975, the Claimant, Kathleen Martens, then age 20, and two friends attended a rock concert at the Mississippi River Festival, a program of summer entertainment held on the grounds of Southern Illinois University at Edwardsville (SIU-E). Ushers, security personnel and such services are provided by full- or part-time employees of SIU-E. The three attended as ticket-purchasing customers.

The River Festival is held in a natural amphitheatre. There is a stage under a pavilion at the front of the

amphitheatre with chairs arranged for seating within the pavilion. Above this, on the slopes of the bowl that forms the amphitheatre, patrons sit on the grass in the open.

Claimant and her two companions arrived at the site at about 4:30 p.m.; the concert was scheduled to begin at 7:30 p.m. They initially picnicked outside the festival site and entered when the gates opened at 6:30 p.m. They took seats on the grassy hillside near and to one side of the pavilion. The **SIU-E** personnel at the gates checked their cooler and blankets for drugs and alcoholic beverages; no inquiry was made as to fireworks. .

At about dusk fireworks began to be set off by various unknown persons in the crowd attending the concert. These consisted of firecrackers that merely explode and "bottle rockets", which shoot into the sky and produce vivid colors without sending any sort of hard projectile into the crowd. During this activity there were no public address requests that the fireworks cease, nor were there any signs or warnings in evidence anywhere prohibiting or referring in any way to fireworks. No witness was able to testify as to any action taken by **SIU-E** personnel in response to the fireworks, although Gary Gunter, chief of police for **SIU-E** (who was not present at the festival site on the date in question), testified that their policy was to confiscate any fireworks his men found in any patron's possession.

The crowd for this particular River Festival performance, Jefferson Starship, numbered about 20,000 persons, which was considered to be as large a crowd as would be expected to attend any River Festival event. Gunter testified that the number of **SIU-E** personnel on duty, both ushers and regular security people, for this night was between 200 and 250. He also testified that trouble is to be anticipated at a rock concert such as was

held that night because of the nature and size of the crowd.

Claimant testified she had been to rock concerts before this night at the River Festival and had witnessed fireworks at every one. However, she had never seen any that involved the firing of any projectiles into or over the crowd.

At about 8:15 p.m., a bright pink, large flare caught the attention of Paula Lehman, one of the Claimant's companions. It went up from the rear of the amphitheatre within the festival area and flew over where Claimant and her companions were seated. Miss Lehman testified that it reminded her of a signal flare, and she thought it would pass beyond them. Claimant's attention also was drawn to this bright flare, and she commented that "this is going to hit someone." The next thing either witness remembered was Claimant's being struck in the forehead by the flare's projectile.

This projectile, admitted into evidence, consists of a metal tubular body about eight inches long and 1¾ inches in diameter. About three inches of the body was solid; the remainder, hollow. **A** collar with fin-like projections is attached to and slides along the solid end.

No witness could testify as to who set off this flare or whether any **SIU-E** personnel were in the area from which the flare was set-off.

Claimant was cut on her forehead just above the bridge of her nose. She was taken by ambulance to the emergency room of a local hospital, where the laceration was sutured. She subsequently lost three days from her employment, an income loss of **$63.84.** She incurred a bill of $100.00 from the emergency room physician, a bill

of $73.00 from the hospital and a bill of $47.00 from the ambulance.

Thereafter, Claimant was treated by Dr. Donald Buser, her local physician. He testified that he first saw her on September 10,1975, for injuries resulting from the August 19 accident. His examination revealed a suture line above the nose and along the midline of the nose extending from the area above the inside of the left eye to the area above the inside of the right eye, three-fourths of an inch long. There was also a one-inch laceration along her nose. She was complaining of constant headaches. X-rays and an EEG were taken, both of which failed to disclose anything. He prescribed medication to relieve her headaches.

Dr. Buser saw Claimant for more time in the next nine months, during which time the frequency of her headaches had been reduced to once a month. Dr. Buser's bill for his treatment during this period was $73.00 and the EEG exam at the hospital cost $45.00.

Claimant testified that her eyes were swollen shut for three to four days following the accident and that she had bruises for about three weeks.

Claimant still has a noticeable half-moon shaped scar over the bridge of her nose plus a scar running vertically below it onto the bridge of her nose.

The possessor of land has a duty to use reasonable care to protect an invitee against a known, dangerous condition if it constitutes an unreasonable risk of harm to the invitee and if the possessor should expect that the invitee will not discover or realize the danger or will fail to protect himself against the danger. ***(Williamv. Wiewel*** (1976), 36 Ill. App. **3d** 478,344 N.E.2d **34.)** It is undisputed

that Claimant was an invitee of Respondent. The issues to be determined are therefore: (1) Was the situation enough to constitute a "known, dangerous condition"? (2) Did Respondent have reason to believe that Claimant would not realize the danger or would fail to protect herself from the danger? and (3) Did Respondent use reasonable care to protect Claimant from the actions of third persons?

According to testimony, the launching of fireworks or projectiles was a common occurrence at concerts hosted by SIU-E. The legislature has seen a situation. (Ill. Rev. Stat., ch. 127½, par. 128). The legislation was specifically designed to protect human life and property. It evidences a clear legislative expression that lighted, exploding, and flying objects are dangerous to the public. Moreover, as more persons are exposed to such dangerous objects, the risk of injury is proportionately increased. The situation at the festival on August 19, 1975, was clearly dangerous; and since testimony indicates that occurrences of fireworks at rock concerts hosted by Respondent were the rule rather than the exception, Respondent should have been aware of the dangerous situation.

The second question, then, is whether Respondent should have expected that Claimant would not discover or realize the danger or would fail to protect herself against the danger. Testimony indicated that there were between 200 and 250 ushers and regular security people on duty the night of the incident. Claimant had every reason to believe that these people were there for her protection and would take necessary steps to eliminate any dangerous situation—especially a situation which was prohibited by State law. Respondent was the person

charged with enforcing this law, and it cannot transfer to Claimant the duty to protect herself any more than she did in such a large public gathering.

The final question is whether Respondent used reasonable care to protect Claimant from the actions of third persons. The rule of law regarding a landowner's duty to guard an invitee against the actions of a third person, whether negligent or criminal, is that the duty will not be extended to the owners unless there is knowledge or previous incidents or special circumstances which would charge the owners with knowledge of the danger and the duty to anticipate it. (*Manchu v. Field Museum of Natural History* (1972), 5 Ill. App. 3d 699, 283 N.E.2d 829.) It has already been determined that Respondent had knowledge of the danger, and testimony confirms that it did anticipate the danger. Gary Gunter, chief of police for SIU-E, testified that on a night such as the night in question trouble was always to be anticipated because of the nature and size of the crowd. Respondent therefore is charged with the use of reasonable care to protect Claimant from danger. Respondent failed in this respect. There is nothing in the record to show any action by Respondent other than a cursory search prior to entering the premises. Respondent presented no testimony that its employees took any steps to prevent the fireworks after they began being set off inside the premises. Because of the statutory prohibition, Respondent has an affirmative duty as a State agency to enforce the law or suffer the consequences of its inaction. The failure to even warn those violating the law after the fireworks began bespeaks to the violators at least tolerance of their actions by SIU-E. Such encourages rather than discourages the illegal and unsafe activity.

We believe an award of $10,000.00 for lost wages,

for pain and suffering, hospital, doctor and ambulance bills, and for permanent scars is a just and fair award.

Claimant is hereby awarded the sum of ten thousand dollars ($10,000.00).

(No. 76-CC-2461—Claim dismissed.)

PAUL G. HOLLIS, JR., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed August 6, 1981.

PATRICK J. MORAN, for Claimant.

TYRONE C. FAHNER, Attorney General (**KEVIN J. CAPLIS,** Special Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—proximate cause must be shown in negligence claim. In order to recover on a claim of negligence, the Claimant must establish that there was negligence on the part of the State, that the negligence was proximate cause of injury and that Claimant was not contributorily negligent.

HIGHWAYS—*State is not insurer of persons travelling on highways.*

SAME—bicyclist—pothole—personal injury—award denied. Claimant was denied recovery for injuries sustained when his bicycle struck a pothole causing him to be thrown from the bicycle, as there was no showing that State had actual or constructive knowledge of the defect, and the testimony also showed that Claimant was not looking ahead at the time and therefore could possibly have avoided the pothole if he had been watching the road.

HOLDERMAN, J

This is a claim for personal injuries arising out of a bicycle accident on a State highway. Claimant alleges that he was injured on October 10, 1975, at the overpass of St. Charles Road and the 1-90 Expressway. Claimant alleges he was riding a bicycle which struck a pothole in the pavement causing him to be thrown from the bicycle which resulted in the injuries complained of.

Claimant, a young man of **18** years of age and an experienced bicyclist, was operating a 10-speed bicycle eastbound in the right hand lane of St. Charles Road at or near the bridge overpass over the 1-90 Expressway. He had been over the road in question approximately six months prior to the time of the accident.

The overpass bridge had a severe incline and as Claimant reached a point about three quarters of the way toward the crest of the incline, he glanced to his left for a few seconds to look for traffic coming up behind him. He then felt a jolt and remembers nothing further until he awoke in the hospital. He never saw the pothole in the pavement which he claims caused his bicycle to fall. The pothole was approximately four feet square and about three inches deep.

The accident occurred on a clear day at about noon. Claimant alleges he did not know what speed he was going at the time of the accident .but there were no obstructions to his vision except for an automobile travelling about **30** feet ahead of him in his lane of traffic.

A local police officer testified that, after being called to the scene of the accident, he found Claimant's body **22** feet west of a pothole in the pavement. Claimant's bicycle was found by the officer to be **38** feet west of the pothole. He further testified that the size of the pothole was as heretofore indicated. He testified that he had travelled the area of the accident within a few weeks prior to the accident but had not noted any potholes nor had he reported any potholes to the State Department of Highways.

Before Claimant can recover, he must establish the fact that there was negligence on the part of Respondent, that said negligence was the proximate cause of the

injuries, and that he was not guilty of contributory negligence.

The record is devoid of any actual knowledge on the part of Respondent as to the existence of the pothole and the only constructive knowledge would be the result of the testimony of the attorney for Claimant who qualified as a civil engineer. He stated that the pothole, in his opinion, was in existence between 30 and 90 days prior to the accident.

There are conflicting stories as to how the accident occurred. A nurse from Memorial Hospital of Du Page County testified, from hospital records, that Claimant stated, on his arrival at the hospital, that a wheel had come off the bicycle throwing him on his face, thereby causing the injuries complained of.

Claimant's bicycle was collapsible. His testimony was to the effect that he turned to his left for a period of 10 seconds and was not watching the road ahead of him and therefore did not see the pothole in the pavernent. He testified that he remembers hitting the pothole and that his next recollection is waking up in the hospital.

The evidence shows the pavement was dry and there were no obstructions to Claimant's vision.

This Court has repeatedly held that the State is not an insurer of persons travelling upon its highways but that it does owe ordinary care in the maintenance of its highways. See 27 Ill. Ct. Cl. 342.

It is the Court's opinion that Claimant has not proven that the State had actual or constructive knowledge of the defect in the highway and therefore was not negligent in the maintenance of said highway. Claimant must also prove that he was free from contributory

negligence at the time of, or immediately prior to, the accident.

This Court has held that if Claimant looks but does not see the defect that caused his accident, the State is not responsible.

In this case, the testimony of Claimant is to the effect that he, for a period of 10 seconds or more, was not looking ahead and did not see the defect in the pavement which was approximately four feet square.

This Court has previously held that "where evidence showed that Claimant could have avoided hole in pavement had she been watching, freedom from contributory negligence was not proven." See ***Schnell v. State of Illinois, 24*** Ill. Ct. Cl. **257.**

In the case of ***McAbee v. State of Illinois, 24*** Ill. Ct. Cl. **374,** this Court held as follows:

"As we have held many times, and as have other courts, this Court will not tolerate one testifying that they looked and did not see something, which appeared from their testimony would be very apparent."

In this case, a four-foot-square hole in the pavement would have been evident to anyone who had been watching the road ahead. The ***McAbee*** case is nearly identical to the present case. **A** bicyclist was injured on a clear day with no obstructions to mar the visibility and Claimant did not see the hole in the highway that caused the accident.

It is the Court's opinion that Respondent did not have actual constructive knowledge of the defect in question and the only attempt to prove such knowledge was by the testimony of Claimant's attorney. The supreme court of the State of Illinois, in the case of ***McKey v. McKean*** (1943), **384** 111. 112, **51** N.E.2d 189, used the

following language where the attorney for one of the parties testified in the cause he was trying:

"This practice has been repeatedly condemned by this court. The testimony of an attorney in a case under such circumstances is entitled to little or no weight or credit."

The testimony by the attorney for Claimant being the only evidence as to actual or constructive knowledge by the Respondent, Claimant has failed in his proof in that respect and also in his failure to prove he was free from contributory negligence.

This cause is dismissed.

(No. 76-CC-2491—Claim denied.)

WILLIAM ROY LAMASTERS, JR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 9, 1981.

HARLAN HELLER, LTD. (BRENT D. HOLMES, of counsel), for Claimant.

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

PRISONERS AND INMATES—slip-and-fall—contributory negligence—claim denied. Claimant was denied recovery for burn injuries he sustained when he slipped while carrying a pot of hot milk and butter in the kitchen of the penal farm where he was an inmate, as the evidence failed to show that he exercised due care for his own safety.

ROE, C. J.

Claimant pursues this claim for personal injuries sustained by him on October 30, 1975, while he was an inmate at the llinois State Penal Farm at Vandalia, Illinois.

On October **30,** 1975, the Claimant was working in a kitchen at the penal farm at the request of agents, servants and employees of the Department of Corrections. On that date, Claimant was involved in the preparation of instant mashed potatoes and was required to carry a three-gallon pot of hot milk and butter from one location in the kitchen to another. Claimant alleges that through the negligent fault of Respondent, Claimant was caused to fall and suffer serious burns on his body, for which he now seeks remuneration.

Claimant testified that he and two other inmates were cooking at the institution on the day in question. Claimant testified that some mashed potatoes had fallen on a grate which runs in front of the vats where mashed potatoes are prepared. The grate was 18 inches wide and ran all along in front of the vat in the kitchen. Claimant testified that he slipped on the mashed potatoes that had fallen on the grate and the hot milk and butter burned him. The burning resulted in scarring on his right hip and on his back and side. Claimant testified that he suffered considerable pain and discomfort as a result of his injury. Prior to the accident, Claimant had been cooking in the kitchen approximately six months. Although Claimant admitted that he was the one that was making the potatoes in the area where the slippery grate was located, he did not know that there was a slippery condition on the grate. Claimant testified as follows:

> **"I seen the potatoes on the grate, the ones on the tile I did not see, which tripped me, and I slipped the rest of the way."**

Claimant testified that the floor in the kitchen was "always wet." Sometimes the floor in the kitchen was wet at the time the inmates arrived to prepare the meal. Claimant further testified that sometimes the floor was dry, "but, not really dry" and that it was impossible to cook a meal without making the floor wet.

Claimant knew that it was dangerous around the vats. Claimant testified "oh, yeah, everybody knew it was dangerous around the vats." Claimant knew that it was dangerous before this incident. Claimant did not know how the mashed potatoes got on the floor.

Claimant argues that the State may be held liable for injuries to an inmate in a State correctional center when injuries are caused by the negligence of the officers, agents, or employees of the State. (*Moore v. State* (1951), 21 Ill. Ct. Cl. 282). Claimant continues that it is undisputed that his injuries were caused by slipping on a foreign substance "of unknown origin" on the kitchen floor. However, Claimant testified on more than one occasion that he knew that the floor in the kitchen was slippery and in fact had seen mashed potatoes in an area immediately adjacent to where he slipped and fell. Claimant had notice of a dangerous condition that existed in front of the vats where he fell and was injured. Claimant argues, however, that "the mere fact that Claimant knew that he was working in a dangerous area does not render his actions to be contributory negligence." We do not agree.

Claimant was aware of the slippery condition on the floor and was aware of the presence of mashed potatoes on the floor in the area where Claimant was required to walk. Claimant's uncontroverted testimony is that he slipped on mashed potatoes in an area immediately adjacent to an area where he had noticed mashed potatoes on the floor. Claimant cannot avoid the responsibility of showing due care for his own actions in prosecuting this case against the State of Illinois. Claimant has failed to show due care and his claim must therefore be denied.

It is therefore ordered that Claimant's claim be denied.

(No. **76-CC-2606—Claimant awarded** $2,104.26.)

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

Order filed May 3, 1982.

SUNN, STEFANICH, MCGARRY AND KENNEDY, LTD., (ROMAN OKREI, of counsel), for Claimant.

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

APPROPRIATIONS—lapsed appropriation—stipulated settlement. **The contract amount which was in dispute was settled on the stipulation of the parties after making a deduction for the amount by which the claim exceeded the line item budget amounts.**

POCH, J.

This matter coming on to be heard upon a joint stipulation for the final 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 October **1, 1973,** to May **31,1974.**

The audit of the program during this contract period from October **1, 1973,** to May **31, 1974,** showed that Claimant had exceeded its line item contract amount by **$6,215.45** and should not receive reimbursement for this amount.

The total contract amount claimed for this final period was $111,858.57 with **$93,539.16** already paid, leaving a difference of **$8,319.71** in dispute. By reducing the **$6,215.45** which exceeded the line item budget amounts from the disputed amount, the actual amount remaining for reimbursement on the project for this final contract period was **$2,104.26.**

It is hereby ordered that Claimant is granted a final award of $2,104.26 for the contract period from Ociober 1, 1973, through May 31, 1974, and that upon the award of this amount, the entire complaint in this matter has been completed.

(No. 76-CC-2682—Claimants awarded $10,000.00.)

NATHAN OLKEN and NORA OLKEN, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 12, 1981.

HOFFMAN AND DAVIS (PAULA JACOBI, of counsel), for Claimants.

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

LEASES—breach of lease—compromise settlement. **In view of the difficulty of proof of the alleged breach of lease and loss of personal property, claim for breach and other loss was settled on basis of parties' compromise which was reached as result of arms-length negotiations and resolved with full authority by both sides.**

HOLDERMAN, J.

This cause comes before this Court on a stipulation by the parties. The complaint herein sounds in the breach of a real estate lease contract entered into between the Claimants and the Respondent.

The lease was for property located at 560-62 West Roscoe Street in Chicago, Illinois. The Respondent had agreed to lease the property for two years commencing July 1, 1975, and ending June 30, 1977, at a monthly rental of $3,083.33. Although the State took occupancy of the premises on July 1, 1975, it vacated and terminated the lease in mid-August 1975.

The complaint herein contains two counts. The first count seeks damages for the Respondent's alleged breach of that provision of the lease providing that the premises would be returned in as good condition as at the date of taking possession. The Claimants alleged that certain damage had been done to the leasehold and that certain items of personal property were missing at the time the premises were returned to the Claimants. Count I of the complaint seeks **$18,325.00** in damages.

Count II of the complaint alleges that the Respondent had wrongfully terminated the lease without justifiable cause as provided in the lease. The Claimants seek the total rent due under the lease **($73,999.92)** less previous payments by the State ($9,250.00) for a net total of **$64,749.92.**

In the stipulation, the Respondent has admitted that the certain items of personal property were removed from the premises while it was occupied by the Department of Corrections. In addition, the Respondent has admitted that the termination was wrongful.

After a series of arm's-length negotiations, the parties have agreed to compromise this claim subject to this Court's approval. The amount agreed upon is $10,000.00 (ten thousand and 00/100 dollars) which would satisfy both counts of the complaint. The parties have pointed out the difficulty of proof because of the passage of time since the events in question and the present unavailability of competent witnesses.

This Court does not have to accept the conclusions and recommendations of any party before it concerning the resolution of suit where the State is obligated to pay money. This Court is mindful of the responsibilities imposed upon it by the legislature in determining the

validity of claims against the sovereign. The main task this Court undertakes is to protect State funds from being paid out without valid reasons.

However, where, as in the present case, the State has admitted that it has caused damage to a Claimant and that Claimant is willing to compromise his claim, this Court will not set aside the expressed intentions of the parties where the negotiations have been at arm's-length and resolved with full authority by both sides. This is especially true where the amount agreed upon appears to be reasonable under the circumstances of the case. We, therefore, approve the stipulation of the parties now pending before the Court.

It is hereby ordered, that $10,000.00 be and the same hereby is, awarded to Nathan and Nora Olken, Claimants, in full and complete satisfaction of any and all claims arising out of the complaint filed herein.

(No. **77-CC-0329—Claim denied.)**

ANTHONY CAREV, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Order filed October* 28,1981.**

***Order on denial of rehearing filed January* 21,1982.**

JENNER & BLOCK (CHRISTOPHER J. MCELROY, of counsel), for Claimant.

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

PRISONERS AND INMATES—*prison beating—negligence of officer not proximate cause.* **Recovery for injuries sustained by prison inmate would be denied even though corrections officer was negligent in violating prison rules when he released Claimant from cell without following required procedures,**

as the officer's negligence was not the proximate cause of the beating Claimant received at the hands of other inmates.

HOLDERMAN, J.

This is an action in tort brought by Claimant for damages he sustained when he was a prisoner at the Joliet Correctional Center, Joliet, Illinois, and was set upon and beaten by two other inmates.

Claimant's theory of his case is set out succinctly in his complaint, reproduced in part as follows:

"1. This is an action in tort pursuant to the Court of Claims Act, 37 Ill. Rev. Stat. § 439.8 (d).

2. On or about August 16, 1975, and prior thereto, the State of Illinois, respondent herein, owned, controlled and operated the Joliet Correctional Center, Joliet, Illinois.

3. On or about August 16, 1975 Officer Leon Pollard was employed by respondent as a guard at Joliet Correctional Center.

4. On or about August 16, 1975, claimant was incarcerated in Joliet Correctional Center.

5. On or about August 16, 1975 Officer Pollard, acting within the scope of his employment, informed claimant that there was a visitor to see him. Officer Pollard opened claimant's cell and immediately left the area. Officer Pollard did not have a visitor ticket for claimant. Claimant is informed and believes that Officer Pollard was acting only upon a statement made by a porter (an inmate) that claimant had a visitor. Claimant is further informed and believes that Officer Pollard's conduct was contrary to established prison procedures. In so conducting himself, Officer Pollard was acting negligently and without due care for the safety of claimant's person.

6. Shortly after Officer Pollard opened claimant's eighth gallery cell, claimant proceeded toward the sergeant's desk on the main floor. As a direct and proximate result of Officer Pollard's conduct, claimant was viciously attacked and injured by two unidentified assailants while he was descending to the main floor.

7. Claimant is informed and believes that no one had actually come to visit him at the time of the foregoing acts.

8. At all times herein mentioned, claimant was in the exercise of due care for his own safety.

9. By reason of these facts, claimant suffered great bodily injury, with accompanying pain. Claimant is informed and believes that his face will be permanently scarred. Claimant also has no sensation around part of his nose. By reason of these facts, claimant also was unable to work at his job as a

machinist in the M&M Machine Shop at Joliet Correction Center between August 16, 1975 and October 1, 1975."

Before discussing the testimony of the witnesses it will be helpful to consider some of Claimant's documentary evidence admitted into evidence by agreement and designated collectively as the departmental report.

Claimant's exhibit No. 1 was a letter dated September 29, 1975, from the employee's review board to warden Ernest E. Morris concerning Officer Pollard's role in the incident under litigation.

"A Review Board Hearing was held on this date with Officer Levon Pollard relative to three charges submitted against him, two of these charges were for violation of rule #66 of the employee's rule book, failure to notify the institution of his intended absence; the third charge was for not following rules and regulations on his assignment. Present at his hearing were Asst. Warden William Welch, Major A. Anderson, Lt. Gaylon Yates and the Union Representative, Mrs. Ruth Haggerty. . . .

Capt. C. Bryan reported under date of August 16,1975, at approximately 8:45 a.m., Officer Pollard was assigned to front and back keys of #5, #6, #7 and #8 galleries in the west cellhouse. Officer Pollard opened cell #830 and let a resident out of his cell for a visit. Mr. Pollard did not receive any notification from the cellhouse office that there was a visit for this resident, he acted on what he had been told by a resident assigned to cellhouse help. As a result this resident was seriously injured on the flag in front of #7 and #8 gallery. This entire incident appeared to be set up by other residents.

The above report was read to Mr. Pollard and he was asked if the report was true as read and if he had any comment to make in his behalf. The officer did not admit or deny his guilt in the above charge. . . .

. . . . in view of the seriousness of his violation of not following the rules and regulations with regard to permitting a resident out of his cell without notification from the cellhouse officer and taking the word from a resident that the resident in cell #830 had avisit, the Board recommends the following:

The Board is of the opinion that Officer Pollard is guilty on two charges; not remembering why he was absent under date of August 10,1975 and failed to notify the institution. Guilty of allowing a resident out of his cell without notification of the cellhouse office, negligent in the knowledge of his assigned duties.

The Board recommends (1) day of suspension for not notifying the institution of his absence, (15) days suspension for negligence in the performance of his duty, to be imposed on Officer Levon Pollard."

Memorandum dated September 19,1979, from Den-

nis J. Wolff, warden, to Liz Krug, administrative assistant legal services division.

"Subject: VISITING PROCEDURES AT THE JOLIET CORRECTIONAL CENTER

Per your request, there are no written procedures pertaining to the movement of a resident from the Cellhouse for a visit. Upon checking with several employees who worked in the Cellhouse during 1975, Captain Norris, Lieutenant Cantrill, Lieutenant Hannah, and Sergeant Burnett, the following is the procedure that was followed:

> Upon receiving notification of a visit, a resident Call Ticket was filled out, by an Officer in the Cellhouse Office or the Cellhouse door. This ticket was then given to a resident runner who carried the ticket to the Gallery Officer. The Gallery Officer would go to the resident's cell, give the resident the ticket and release the resident from the cell. The resident would then report to the Cellhouse door, where he was logged out and sent to the Visiting Room. At no time has it been the policy of this Institution to release residents from their cells for a visit without a Call Ticket."

Claimant arrived at the Joliet Correctional Center in July of 1975, and during the first or second week of August 1975 was assigned to the facility machine shop. He had come from the Cook County jail.

Called as a witness by Respondent under section 60 of the Civil Practice Act (Ill. Rev. Stat. 1977, ch. 110, par. 60), Claimant testified that while in Cook County jail he had been attacked by a black prisoner. He recognized this prisoner in the machine shop at Joliet Correctional Center, and the prisoner recognized him and threatened him. This incident occurred on the afternoon of Friday, August 15, 1975, as the inmates were leaving the machine shop to be returned to their cells. Claimant decided that he would wait until Monday to tell the authorities that he didn't want to work at the machine shop.

"Q—did you then tell any of the officers or employees of the Administration that you had seen a person who possibly attacked you in Cook County?

A No, sir. I had no time. What happened was this was right when we were leaving in the afternoon, and we are shuttled up to the cells. I stayed in my cell. This was on a Friday evening, and I didn't leave it. I didn't have a chance, because on the weekend, there's nobody there you can really talk to.

You cannot—you've got to put in a request form, I'm pretty sure, to speak to somebody, and then I was going to wait until Monday when everybody came in to say that I didn't want to work at the Machine Shop and explain why, but Saturday morning, this incident happened. That's it."

On arriving at the diagnostic center from Cook County jail Claimant had told several counselors that he had been attacked while in the jail. It should be pointed out, however, that there is nothing in the record to indicate that Claimant gave the name of his attacker or any other information to the counselors to alert the institution that his attacker in the Cook County jail might already be an inmate at the Joliet Correctional Center.

Ernest E. Morris, warden of Joliet Correctional Center on August **16, 1975,** testified that when a call ticket is issued for a prisoner the prisoner's name and number and destination are recorded on a movement chart. He also testified that at any time there are prisoners moving freely in a cellhouse.

"Q Well, how would it happen then that those two men were sitting on the stairs? How did they get there?

A They are—in each cellhouse, I cannot give you the exact number, but there are approximately anywhere from **15** to 30 residents assigned that are in that cell house, not locked up, who are detailed to clean that cell house, called 'cell house help'.

There's also residents coming and going up and down the steps on their movement, unescorted, returning from either a call ticket or in line coming back. And according to the reports that I read, much as I could remember, there were still some lines coming back from breakfast into that cell house, approximately 8:40. But there are approximately **15** to 30 residents assigned on the galleries, on the catwalks, on the landings doing the necessary cleaning."

"Q So at any time, anyone who would be released from the cell could be attacked by these individuals who were out of their cells? Is that possible?

A Yes, it is, with or without an officer present."

Only when a prisoner is placed in protective custody (or in segregation) is he personally escorted by an officer.

As of August **1975,** to be placed in protective custody

a prisoner merely had to request it. After a prisoner is placed in protective custody, he would appear before a committee to show justification why he should be kept there.

Warden Morris did not know whether incoming prisoners at Joliet Correctional Center were advised during their indoctrination that protective custody was available to them.

Mr. Morris also testified that in situations where the call ticket method had been properly used, other prisoners on their way to see a visitor had been attacked.

"Q Mr. Morris, do you know of other incidents where the procedure of taking a ticket to a particular cell guard, according to the procedures of visitation, have resulted in attack on a prisoner?

A I am not without knowledge of records. I have in my mind—I know of dozens of cases, not only of attack, but riots. I will elaborate that one of the biggest escapes from Stateville occurred because of that."

He also testified that prior to the incident in question, on weekends, when the guards were not at full strength, prisoners were sometimes let out to see visitors without a call ticket, and that on such previous occasions no prisoners had been attacked.

He further testified that after the incident Claimant asked for protective custody.

In reply to the question, "What is the purpose of the call ticket system?", the witness replied:

"The purpose of a call ticket is to insure that the staff knows where that resident is designated to go. And they log him out at the time that he was leaving, and log him when he arrives there. But according to the counselor's statement, it does not insure that man's safety en route, unless he is under direct supervision."

Earlier he stated:

"It's not designed primarily for the protection, per se, for the resident. It's for control; to make sure, to insure that a resident doesn't wander or roam around the institution at will."

The documentary evidence establishes that Officer Pollard negligently disregarded the regulations of the institution in letting Claimant out of his cell without written notification from the cellhouse officer that Claimant had a visitor. For this he received a 15-day suspension.

But Officer Pollard's negligence is not the issue in this case. The issue is whether his negligence was the proximate cause of Claimant's injuries.

True, Capt. C.A. Bryan, acting shift commander, in a report to Major Anderson stated,

"But had Officer L. Pollard followed the rules and regulations of this institution, this incident could never have happened."

This statement is true but it does not dispose of the **issue** of **proximate cause.**

The subject of proximate cause is discussed in chapter 5 of Illinois Law & Practice as follows:

§ 109. — **Foreseeability** of **Acts**

"Where the conduct of more than one person serves to bring about an injury or damage, the test which should be applied in determining the question of proximate cause is whether the first wrongdoer might have reasonably anticipated the intervening act as a natural and probable result of his own negligence.

The test which should be applied in determining the question of proximate cause where the conduct of more than one person serves to bring about an injury or damage is whether the first wrongdoer might have reasonably anticipated the intervening act as a natural and probable result of his own negligence. If he could not, in the exercise of reasonable diligence, have anticipated the third person's act and the third person was not under his control, the negligence of the first wrongdoer was not a proximate cause of the injury or damage.

This principle was applied in the case of Dabrowski v. Illinois Cent. R. Co., 1940, wherein two small boys found a fusee on a railroad right of way and took it home and the smaller boy subsequently obtained the fusee and set it afire, with the result that it set his sister's dress afire. The Appellate Court held that the alleged negligence of the railroad company in permitting the fusee to remain on its right of way was not the proximate cause of the girl's injury since the company could not have foreseen the acts of the boys."

§ 109 NEGLIGENCE

"On the other hand, the negligence of the first wrongdoer is the proximate cause of the injury or damage where it contributed thereto and the intervening act of the third person was of such a nature that it could have been reasonably anticipated by the first wrongdoer as a result of his own act or omission. In such a case the intervening act of the third person does not break the causal connection between the negligence of the first wrongdoer and the injurious result and does not serve to excuse such negligence.

The fact that the third person's intervening act or omission is, in itself, a negligent act or omission does not make it a superseding cause of the injury or damage where the first wrongdoer, at the time of his negligent conduct, should have realized that a third person might so act, or a reasonable man knowing the situation existing when the act of the third person was done would not regard it as highly extraordinary that the third person acted in the manner in which he did or where the intervening act was a normal response to a situation created by the first wrongdoer's conduct and the manner in which it was done was not extraordinarily negligent."

§ 110. — Illegal or Criminal Acts

"The defendant's negligence is too remote to constitute a proximate cause of an injury or damage where an independent illegal or criminal act of a third person, which could not reasonably have been foreseen, and without which the injury or damage would not have been sustained, intervenes to bring it about, there being no duty to anticipate the illegal or criminal acts of others by which damage is done unless they are of such a nature that they can reasonably be foreseen.

However, the intervention of a criminal act by a third person does not necessarily interrupt the relation of cause and effect between negligence and injury, and where an independent illegal or criminal act of a third person is of a nature which might have been anticipated, and which it is the defendant's duty to provide against, he may be held liable for a breach of such duty, notwithstanding the production of injuries by the intervention of such illegal or criminal act. Under such circumstances, the chain of causation between the negligence for which the defendant is responsible and the injurious result is not broken by the intervening act."

Clearly the two men who assaulted Claimant were not under Officer Pollard's control, and our opinion is that he had no reason to anticipate that anyone was trying to get Claimant released from his cell for the express purpose of assaulting him.

The regulation in question was not designed for the protection of residents but to control their movement. There was no reason for Officer Pollard to anticipate that

third persons would commit a criminal act against Claimant as a result of his breach of the regulation.

Claim denied.

ORDER ON DENIAL OF REHEARING

HOLDERMAN, J.

Claimant contends in his motion for rehearing that a ***prima facie*** case is made in favor of him based on certain departmental reports cited. It is true that Rule 14 of the Court of Claims provides that such reports are ***prima facie*** evidence of the ***facts*** set forth therein. However, any ***conclusion*** arising from the facts is still open to the Court's judgment. The fact that a report stated that the incident could never have happened except for the failure of the officer to follow procedural rules, in effect, is a determination that doesn't circumvent the Court's jurisdiction to determine liability. It is true that the incident wouldn't have happened but for the conduct of the officer but that doesn't make his conduct conclusively a proximate cause.

We have determined after a full hearing that the conduct of the officer was not the proximate cause and from this conclusion we do not now deviate.

Motion for rehearing overruled.

(No. 77-CC-0416—Claim denied.)

DOUGLAS ALLEN BAKER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed ***October 23, 1981.***

PHILLIPS, PHEBUS, TUMMELSON & BRYAN (GEORGE G. BRYAN, of counsel), for Claimant.

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

NEGLIGENCE—defenses available to State. The defenses available to private persons or corporations in a civil suit are available to the State of Illinois in the Court of Claims.

SAME—scenic park—duty to oisitors. When the State provides a scenic park for recreational use of the public without payment of a fee, the State has no duty to keep the premises safe for entry or use or to give any warning of a dangerous condition to the persons entering the premises for such purposes.

SAME—fall from cliff—scenic park—contributory negligence—claim denied. Claim for injuries sustained in fall off cliff at scenic park was denied where evidence established that Claimant was guilty of contributory negligence in walking too close to edge and there was no showing that State neglected any duty to Claimant with regard to maintenance of nature paths in park.

SAME—wilful and wanton misconduct not shown—fall in scenic park.

ROE, C. J.

In the afternoon on March 16, 1975, the Claimant, Douglas Baker, and three friends drove to Starved Rock Park, where they spent four hours hiking through the park viewing scenic and historic sites. They apparently did not pay anything to enter the park. They walked the paths of Starved Rock and then walked to Lover's Leap. While in the vicinity of Lover's Leap with his three friends, the Claimant fell off the cliff onto a lower path area. As a result of the fall he sustained serious injuries for which this claim is made.

It is obvious from the testimony of the witnesses that the trails through the park were muddy, but not slippery, and that it was not a time the park ordinarily was visited by a great number of visitors. Although there had been a number of people using the paths in question on the day in question, according to Mr. Baker it was a clear day, the weather was wet, and the sun was shining, but it had been freezing and thawing through the week.

The Claimant testified that they were walking around the Lover's Leap area sightseeing and that as he turned to leave, "I took a step and just dropped." Claimant's exhibits Nos. 6 and 7 portray the area of the path in which he was walking when he fell, as it existed on the day of the accident except for the fence shown in Claimant's exhibit No. 7. He stated the walk was approximately five feet wide. According to'the Claimant there was not a Iot of vegetation on the ground on the day of the accident, but brown grass was visible. On cross-examination the Claimant testified that the others of his party had turned to leave and he took one step and down he went. He stated he stepped forward. He was turning to leave. He pivoted on his right foot first. He further stated that he didn't believe that he slipped. He said, "my feet did not slip." He stated that the cause of his fall was that the ground broke away and he went straight down. He stated the mud was ankle deep in the area where he fell. He marked an "x" on the map where he fell. On re-direct examination he stated that the area where he was standing and fell was kind of like an overhang from the ground looking up. It tips out of the top like an indentation outwards at the top. Immediately before the fall he was standing on the path as he turned to start to leave and that is when he fell. Apparently Mr. Baker and his friends were aware of the fact that a cliff existed for they had been viewing the area for some time before they turned to leave.

In ***Vaughn v. State of Zllinois*** (1977), 31 Ill. Ct. Cl. 465, the Court held that section 8(d) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(d)), stated that the defenses available to private persons or corporations in a civil suit are available to the State of Illinois in the Court of Claims. The Court further held in the ***Vaughn*** case that section 3 of the "Recreational Use of

Land and Water Areas Act" (Ill. Rev. Stat. 1979, ch. 70, par. 33) provides that a private person or corporation who provides land for recreational use, without the payment of a fee, owes no duty to keep the premises safe for entry or use by any persons for recreational purposes, or to give any warning of a dangerous condition, the use, structure, and activity on such premises to persons entering for such purposes. It would therefore appear that the State is not liable to Mr. Baker in this case before this Court.

The Claimant raised the question of wilful and wanton misconduct on the part of the State in its argument to the Court, but did not plead it in the complaint. After consideration of all the evidence the Court does not feel that the State is guilty of wilful and wanton misconduct in this matter.

This Court further is of the opinion that the record does not establish by preponderance of the evidence how the Claimant fell over the cliff. Claimant's exhibit No. 7 would indicate that the Claimant was off of the path at the time of his fall.

In a scenic park of this nature there apparently are cliffs, hills, exposed tree roots, and other natural conditions which would make walking in the area hazardous if care is not used, but the State cannot be held liable if a person does not exercise the proper care while making use of and enjoying the natural habitat of a park. The nature paths in the park could be blacktopped and, of course, screens could be erected around all of the cliffs. This would help protect visitors, but it would destroy the natural beauty of the park. Visitors to parks must use care that they do not stumble or fall, or that they do not expose themselves to falling from a cliff. It does not

seem prudent that on an extremely muddy day a person would stand so closely to the edge of a cliff that the edge could give way causing injury.

Even if the edge of the cliff gave way causing the Claimant to fall it was not an obvious defect that the State of Illinois could have done anything about. It should have been obvious to the Claimant that he was in an area which required extreme caution on his part, and that it was not prudent to approach too closely the edge of the cliff.

Based upon precedent it appears that the Claimant should be denied any recovery in this matter based upon the Recreational Use of Land Act, but even in the absence of said Act it is the opinion of this Court that the Claimant's claim should be denied based upon the fact that the State of Illinois was not guilty of negligence and the Claimant was guilty of contributory negligence. It is so ordered.

(No. 77-CC-1114—Claimant awarded $5,274.08.)

HOEL-STEFFEN CONSTRUCTION COMPANY, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Opinion filed June 25, 1982.

MOSER, MARSELAK, CARPENTER, CLEARY, JAECKEL, KEANEY & BROWN (RUSSELL F. WATTERS, of counsel), for Claimant.

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

CONTRACTS—*contract obligations determined from plain wording of contract.*

SAME—*oral modification not valid without consent of parties.*

SAME—ambiguities construed against drafter. Ambiguities in contract and addendum prepared by State would be construed against State and therefore Claimant-contractor would be allowed to recover for certain subcontracted work.

SAME—duty of general contractor to subcontractors. General contractor has duty to make certain subcontractors have all information necessary to do their work and where certain drywall responsibilities were not given to subcontractor, fault would be placed on general contractor.

SAME—general contractor's fee awarded on field order revision.

SAME—Arbitration Act not binding on State. If the Uniform Arbitration Act were to apply to State, suits in the circuit court would be authorized against the State to enforce arbitration, but such actions are precluded by the constitution, and therefore State had right to refuse to arbitrate and portion of claim based on arbitration costs would be denied.

ROE, C. J.

This claim arises from a contract between Hoel-Steffen Construction Co., Claimant, and the Illinois Capital Development Board. Claimant is a corporation engaged in the business of constructing various types of commercial buildings as a general contractor. On February 15,1974, Claimant entered into a contract with the Capital Development Board (CDB) to construct a one-story building at the Wabash Valley College in Mt. Carmel, Illinois. Prior to the entering of this agreement, the CDB furnished several documents to Hoel-Steffen Construction Co. upon which Hoel-Steffen was to base its bid. The differences of interpretation of these documents, which make up part of the contract agreement, is the basis of the dispute.

Most of the claim is based on several instances in which Claimant says it was authorized by the CDB to do extra work not included in the original contract. Claimant charges that it has performed the work and has not been compensated. Respondent argues that all of the work done by Claimant was either contained in the original contract price or performed without authorization. There is no dispute as to the quality of the work.

Originally CDB furnished Claimant with specifications, supplemental drawing details and two addenda and actual architectural drawings for the project so as to make its bid. The two addenda clarified parts of the drawings and specifications. Also submitted as part of the contractual documents was a document entitled "General Supplementary Conditions of the Contract for Construction." This is a standard form prepared by the American Institute of Architects and generally defines in contract terms the rights and obligations of all parties. It further provides that the contract documents consist of "the agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the drawings, the Specifications, all Addenda issued prior to execution of the contract, and all Modifications thereto."

I

On August 6, 1975, architects issued to Claimant a field order directing Claimant to do two items of extra work. The second item on the order directed Claimant to provide adapter frames for light fixtures in a certain area so as to accommodate existing fixtures at the job. The whole field order was "subject to an equitable adjustment in the contract amount and/or performance." Claimant was paid for the first item but not for the adapters. Claimant states that the adapters became necessary to correct an error in the shop drawings. According to Mr. Williams, vice president of Claimant, the original light fixtures did not fit into the ceiling design because of a lack of coordination between the architect and the prime electrical contractor and therefore the adapters had to be installed. Claimant argues that the error was caused by negligence on the part of the architect.

It is the generally accepted rule of law that the rights and obligations of the parties to a contract are determined

from the plain, unambiguous wording of the contract. (*Touhy v. Twentieth Century-Fox Film Corp.* (1969), 69 Ill. App. 3d 508, 387 N.E.2d 862.) Sections 4.13.3 and 4.13.4 of the General and Supplementary Conditions state:

> **"By approving and submitting shop drawings and samples the (claimant) therefore represents that he has determined and verified all field measurement, field construction criteria, materials, catalong numbers and similar data or will do so, and that he has *checked* and coordinated each shop drawing and sample with the requirements of the work and contract documents." (Emphasis added)**

Furthermore, section 4.13.5 provides that, "The Architect will review and approve shop drawings and samples. . . only for conformance with the design concept of the project with the information given in the Contract Documents. The Architect's approval of a separate item ***shall not indicate approval of an assembly in which the items function."*** (Emphasis added). The shop drawings which contained a description of the light fixtures were approved by Claimant, and it was therefore the responsibility of Claimant to coordinate these fixtures with the type of ceiling. Mr. Williams testified that it was his understanding the parties had orally agreed that the architect had the final responsibility. However, there is no evidence to support this. In fact, Respondent's refusal to pay for the adapters after it had paid for the first item in the field order indicates such a lack of agreement. No oral modification of the clear terms of a contract will be valid without the consent of both parties to the contract. ***Hulcher v. Adcock*** (1960), 25 Ill. App. 2d 255, 166 N.E.2d 168; ***Faith v. Martoccio*** (1974), 21 Ill. App. 3d 999, 316 N.E.2d 164.

II

The second area of dispute concerns $4,400.00 worth of expenses incurred by Claimant for plumbing work

five feet outside the building lines. The confusion arose because of an addendum sent from the CDB to Claimant before the actual bids were submitted. The addendum states that the plumbing and fire protection work had already been bid, that the low bidder for the plumbing and fire protection work was H & H Plumbing and that the bid was $65,356.00. A notation following states:

> **"H & H Plumbing price includes $7,800.00 for plumbing and fire protection work 5'00" outside of the building lines. *This work is under the General Construction contract as stated in the Site Utilities $02550.* H & H mistakingly (sic) included this in their base price."**

Respondent asks us to read only the underlined portion of the statement. However, the addendum must be read in its entirety and in the context in which it occurs.

According to Mr. Williams, the purpose of an addendum as it is commonly used in the construction industry is to inform the general contractor, before he submits his final bid, as to additions or deletions in the contract. Before Claimant received this addendum, it was prepared to submit a bid which included the plumbing work five feet outside the building lines. After it received the addendum, Claimant assumed that this was to inform Claimant of a deletion. Had Respondent not sent the addendum, Claimant clearly would have submitted a bid sufficient to include this work. Respondent argues that Claimant should have written into its bid that it was deleting section 02550. While this would have clarified matters, the initial confusion was caused by Respondent. If Respondent had simply indicated that section 02550 is still under the general construction contract and should be bid, or that $7,800.00 should be deducted from H & H Plumbing's bid for work five feet outside the building lines, there would have been no confusion. The contract and addendum were prepared by Respondent, and any ambiguities are to be construed

against Respondent. ***Epstein v. Yoder*** (1979), 72 Ill. App. 3d 966, 391 N.E.2d 267.

Respondent also argues that it should not be required to pay Claimant since it has already paid H & H Plumbing $7,800.00 for the same work. This argument is inconsistent with Respondent's position. If Respondent believed that section 02550 was under the general contractor's responsibility, it should not have paid H & H Plumbing $7,800.00 for work not in H & H's contract, nor should it have directed Claimant to do the work. However, Claimant was directed by CDB to perform the site work. Claimant subcontracted this work to H & H Plumbing, although Claimant protested at the time to CDB that it was not required to do so under the contract documents. Claimant paid H & H Plumbing $4,000.00 for this work, and under the contract terms is entitled to a 10% general contractor's fee. The claim of $4,400.00 should be allowed.

III

The third area of dispute is compensation for enclosing two plenum chambers. Claimant argues that there was no note detailing its responsibility to drywall the two plenum chambers. However, the contract specifically states "the general contractor is to provide the gypsum wall board as shown on the ***drawings*** and specified herein . . .". Shop drawing M-3 clearly provides for the gypsum drywall in the plenum chambers.

Mr. Phillips, an employee of the drywall subcontractor, testified that he did not include in his bid for subcontract work any provision for the two plenum chambers. He reviewed the specifications and found no reference to plenum chambers. The reference to such plenum chambers was contained in the mechanical drawings. Phillips stated that he did not review the mechanical drawings because "normally. . . we just don't get involved

in them unless there is something specifically noted someplace in the specifications or within the architectural plans." There was no such notation. The general contractor is responsible to make certain its subcontractors are given all information necessary to do their work. The failure of this subcontractor to receive information as to the enclosure of the plenum chambers with drywall is clearly the fault of Claimant. This portion of the claim should be denied.

. . .

V

The fifth item of dispute involves a **5%** general contractor's fee on the amount of a field order revision. There is no dispute that Claimant is entitled to its **5%** fee. The dispute is over the correct amount of the field order work. The only evidence on this was the testimony of Claimant's vice president that the final bid by the plumbing contractor was **$5,381.65** and that this was accepted by CDB. No other evidence was presented that any other figure was reached. Claimant should therefore be awarded its 5% fee, or **$269.08.**

VI

The final portion of Claimant's claim is for **$204.14.** This represents expenses incurred by Claimant when it attempted to submit the above disputes to arbitration with the American Arbitration Association. The contract contains a provision that any disputes arising from the contract be submitted to binding arbitration. Respondent moved to dismiss the arbitration on the grounds that by statute it cannot be bound by an arbitration provision. This motion was apparently allowed because the arbitrator determined he could not proceed without the consent of both parties.

The Illinois legislature has adopted the Uniform

Arbitration Act (Ill. Rev. Stat., ch. 10, par. 101 *et seq.)*. The purpose of the Act is to discourage litigation and foster voluntary resolution of disputes through arbitration without the strict formalities of court proceedings. *(Flood v. Country Mutual Insurance* Co. (1967), 89 Ill. App. 2d 358, 232 N.E.2d 32; *Wilhelm v. Universal Underwriters Insurance* Co. (1978), 60 Ill. App. 3d 894, 377 N.E.2d 62.) The Act authorizes the circuit courts of this State to enforce any arbitration agreement and to enter judgment on an arbitration award. Ill. Rev. Stat., ch. 10, par. 116.

On the other hand, the legislature has granted exclusive jurisdiction to the Court of Claims to determine "all claims against the state founded upon any contract entered into with the State of Illinois." (Ill. Rev. Stat., ch. 37, par. 439.8.) This is a response to article 13, section 4 of the Illinois Constitution of 1970, which provides that sovereign immunity is abolished in Illinois, "except as the General Assembly may provide by law." The General Assembly has provided that the State may not be made a party defendant or party in any court except as is provided in the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.1 *et seq.)*. If the Uniform Arbitration Act were to apply to the State, then that Act would authorize suits in the circuit courts against the State either to enforce the provision to arbitrate or to enter judgment on an award. Since such action is precluded by the Constitution and by "An Act in relation to immunity for the State of Illinois" (Ill. Rev. Stat. 1977, ch. 127, par. 801), it is obvious that the legislature did not intend to allow the State to bind itself to arbitration through the Uniform Arbitration Act. Respondent therefore had the right to refuse to arbitrate, and this portion of the claim should be denied.

In summary the following is our disposition of the various elements of this claim:

1. Adapter frames for light fixtures ..... denied;

2. Plumbing work ..... $4,400.00 awarded;

3. Plenum chambers ..... denied;

4. Stainless steel counter top ..... $605.00 awarded;

5. 5% general contractor's fee .... $269.08 awarded;

6. Arbitration expenses ..... denied;

So ordered.

(No. **77-CC-1219—Claimant awarded $8,839.26.)**

MOONEY CONSTRUCTION COMPANY, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February *4,1982*.

MAUREEN J. MCGANN-RYAN, for Claimant.

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

PRACTICE AND PROCEDURE—*default* granted—award entered. Where there was sufficient evidence in the record for the Court to make a decision on the merits of the claim, the Claimant's motion for default would be granted and an award allowed.

HOLDERMAN, J.

This matter comes before the Court upon motion of Claimant for default judgment.

This has been a case of many continuances and of long duration. Respondent has not filed any objection to Claimant's motion for default judgment.

At the time of oral argument in this matter, Respon-

dent objected to the entry of a default order. Respondent stated at that time that the facts in the case have been made of record and there was sufficient evidence in the record for the Court to make a decision on the merits of the claim.

The Court has reviewed the abstract of record, brief and argument of Claimant, oral arguments made by both parties, and is of the opinion that the motion for default order should be granted.

An award is hereby entered in favor of Claimant in the amount of $8,839.26.

(No. 77-CC-1431—Claimant awarded $250.00.)

MARGIE A. SELF, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 5, 1982.

STEPHEN R. FRANK and JON GRAY NOLL, for Claimant.

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

PERSONAL PROPERTY—*suitcase* ***destroyed as suspected bomb in office building—award granted.*** The loss of property which occurred when the suitcase Claimant temporarily left in the custody of a security guard at a State office building was suspected of being a bomb and was destroyed by authorities, was found to have been caused by the negligence of the security personnel in failing to discover the ownership of the suitcase before proceeding to destroy it and Claimant was awarded damages in an amount sustained by her testimony.

ROE, C.J.

Claimant brought this claim seeking compensation for several items of personal property which were destroyed by Respondent. A hearing on the matter was

held before a commissioner of this Court on May 11, 1979. Following the hearing the commissioner reviewed with counsel the rules for briefing the case, informed them that if they chose to waive briefing he wanted to be notified as soon as possible, and recommended that briefs be filed. Nothing in the record indicates that either party did anything following the conclusion of the hearing. Because the time for filing briefs has long since passed we find that counsel have waived briefing and will proceed with making a determination.

On or about June 22, 1977, the Claimant, Margie A. Self, arrived by taxi at the William G. Stratton Building, a State office building next to the State Capitol. Claimant was employed as a legislative assistant to a State representative and had arrived in Springfield the previous evening to bring office supplies requested by her boss and to generally assist him the following day.

Upon arriving at the Stratton Building she made two trips back and forth from the taxi because she was unable to carry both the boxes of supplies and her suitcase in one trip. Although not exactly clear in the record, she arrived at approximately 1:30 p.m. Upon entering the building she approached the elevators. The elevator was crowded and she was unable to manage both the suitcase and the supplies at the same time. Therefore, not wanting to create confusion and not wanting to leave the suitcase there in the hall without telling anybody, she said she asked a nearby security guard if it would be all right if she left her suitcase there until she returned and told him it would be about 15 or 20 minutes. She testified that he said it was all right. She then boarded the elevator and proceeded to deliver her supplies with the understanding that during the interim the suitcase was in the possession or under the super-

vision or surveillance of a security guard. The security guard was never identified by name nor was he produced as a witness by either side.

During Claimant's absence the receptionist on the first floor noticed the suitcase. Around noon that same day there was a bomb scare on the third floor of the building but the bomb was never located. Mr. Louis McHenry, building manager of the Stratton Building, testified that the receptionist became excited and scared about the possibility that the suitcase contained a bomb and notified him of the presence of the suitcase and that it had been there for about an hour. He called the Secretary of State's security personnel and told them about the suitcase. He was instructed to evacuate people from the area and what evacuation procedures to take. No efforts were taken to ascertain the owner of the suitcase.

Sergeant Clyde L. Parliament, a staff sergeant with the investigation division of the Secretary of State's office responded to the call. He had knowledge of the earlier bomb threat and was also concerned because a certain ethnic group had been demonstrating that day and there had been disturbances in other cities prior to that day by persons of the same ethnicity. Before leaving to go to the Stratton Building he had requested that investigator Paul Finley meet him over there. Both had had special training in the area of hazardous devices including bomb disposal and removal and it was their responsibility to handle bomb situations.

Upon his arrival at the Stratton Building, Sergeant Parliament was met by Mr. McHenry and a couple of uniformed personnel on the first floor. He had them clear the floor and stop people from entering the building. He then approached the suitcase and examined it for

any indication that it might contain a bomb, including looking for wires and listening for ticking. At that point investigator Finley arrived along with Lieutenant Robert J. Howlett and two other security persons. After being advised of the circumstances, investigator Finley also did a closeup investigation of the suitcase. Although neither noticed any indication that the suitcase might contain a bomb, the matter was discussed and it was determined that the suitcase should be removed by remote means.

A system of pulleys and rope was rigged through doors and around trees stretching nearly 100 yards. Upon making sure that the persons on the lower floors of the building were evacuated and the persons on the upper floors were relocated to the far side of the building, the suitcase was pulled on out to a point where it hung suspended from a tree. Lieutenant Howlett, a decorated marksman was then instructed to shoot a twelve gauge slug into the suitcase in an attempt to open it. He donned a safety helmet and from a safe position behind a large pilaster fired the shot. This caused the suitcase to open only partly ***so*** Lieutenant Howlett, at Sergeant Parliament's direction, fired a double aught buckshot round into the suitcase. The suitcase dropped completely open and its contents spilled out. Fortunately for all, and especially the Claimant, no explosive device was found.

At no time during the foregoing scenario was there any evidence of attempt to identify ownership of the suitcase, other than testimony that it contained no identification tag. Also, conspicuously absent or silent during this whole time was the security guard who was said to have told Claimant that it was all right to leave the suitcase.

Meanwhile, upon delivering the supplies to the representative's office, Claimant received a message to

go to the capitol building, and went from the office over to the capitol. From the capitol she then headed back to the Stratton Building but was prevented from entering the building. From rumors travelling among the crowd which had since gathered due to the evacuation and excitement she eventually realized that her suitcase might be the cause of all the commotion.

She then went to the far side of the office building where the disarmament was occurring. At approximately the same time she arrived at the scene the shots were fired and the suitcase along with its contents were destroyed. She informed the nearest security officer that she thought it was her suitcase that was just shot. He told her to go over to the police car where by now the suitcase had been placed and if it was her suitcase she was to get in the car and wait.

From Claimant's complaint it appears she seeks recovery under a tort or bailment theory. Facts constituting elements of duty, breach of duty, causation, damages, and freedom from contributory negligence were alleged.

We find that Respondent did have a duty to exercise due care with respect to the property of Mrs. Self. She was an employee of Respondent engaged in activities within the scope of her employment. While on State property and going about her business as a State employee she left her suitcase in the possession of or under the supervision and surveillance of the security guard, another employee of Respondent. Under the circumstances it was not unreasonable for her to do so. The security guard indicated that it was all right for her to do so. We also find that this acquiescence was not outside the scope of his employment as a security guard. Security guards have many responsibilities. It is not relevant that he could have told her not to leave the suitcase behind.

The fact is that he did indicate to her that it was all right and we find that the surrounding circumstances were such as to indicate that he did assume responsibility for it. The only evidence in the record rebutting her version of the essential sequence of events was testimony regarding the color of the uniforms worn by security guards. Respondent did not produce as a witness any security guard on duty at that place and time.

We do not find it necessary to set forth what standard of care the security guard was bound to exercise for we find that the exercise of very minimal care on the part of the security guard would have prevented this unfortunate series of events from taking place. If he was present and properly looking after the suitcase he could have easily allayed the fears of the receptionist or the building manager or the bomb squad, etc. There is nothing to indicate he did anything. Before everybody jumped to conclusions he could have caused some attempt to be made to locate the owner or otherwise prevent the chain of occurrences. We do not think that under the circumstances the suitcase should or would have been opened by "violent eruption", as it was described by the bomb technicians, had they known that the owner was a little late in coming back to claim it and the circumstances surrounding how it got there in the first place. The only evidence as to any attempt made to locate the owner was testimony by Sergeant Parliament that he was told by Mr. McHenry that he attempted to learn to whom the suitcase belonged (tr. 51, 1-2) but Mr. McHenry himself stated earlier in the hearing that he made no attempt to ascertain ownership (tr. **30, 15-17).**

We do not find that the security personnel who played a part in the disarmament were negligent. We are satisfied from careful analysis of the record that they

exercised their best judgment and acted properly under the circumstances.

Causation is clear. At no time did any party other than agents of Respondent have control over the suitcase after Claimant boarded the elevator. The acts or omissions of the security guard ultimately resulted in the admitted destruction of the suitcase and it is foreseeable that lack of exercise of due care over a suitcase left in a hallway of a public building would cause it to meet with some peril.

Nor do we think that the actions of Claimant constituted contributory negligence. At all times she was acting pursuant to directions from her boss and within the scope of employment. She did seek and receive permission from the security guard to leave her suitcase behind and it would not be unreasonable for her to assume that it would be safe with him even if she was a little late in returning to pick it up.

That the suitcase and its contents were damaged is beyond dispute. However, the record does not support the value placed on the damaged items by Claimant. The itemized list of damages in the bill of particulars totals $330.00. No receipts or other physical evidence was introduced to corroborate that figure. Based on her testimony on direct and cross- and re-cross-examination we think that damages in the amount of $250.00 were sustained. Claimant also seeks to recover costs of her suit. Absent a statute expressly subjecting the State to costs, recovery of such is improper. No such statute was called to our attention, we could not locate one, and there is no precedent in this Court for awarding costs in an action of this type.

Claimant is hereby awarded the sum of $250.00 (two

hundred fifty dollars and no cents) in full satisfaction of any and all claims arising out of this cause of action.

(No. 77-CC-2093—Claimant awarded $45,000.00.)

GALLAGHER ELECTRIC COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 16, 1982.

ROBERT B. MCGEE, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*delay occasioned* by *other contractor—stipulated award granted Claimant contractor.* **An award was granted Claimant electrical contractor based on a stipulation of loss incurred when Claimant was delayed in completing work because of prime contractor's failure to complete its work on schedule.**

POCH, J.

Claimant corporation filed its complaint for additional costs incurred in the execution of a contract entered into with the Capital Development Board for electrical work on the Sunnybrook Middle School in Lansing, Illinois.

The parties have submitted a stipulation which provides, in part, that Claimant entered into the above mentioned contract in the net amount of **$318,350.00** for the electrical work on the Sunnybrook Middle School; that the contract required the coordination and supervision of the general contractor; that the Claimant agreed to finish its work 400 days after July **29,1975,** on September **3,1976;** that the general contract was not certified as complete until April of **1978,** due to unforeseen difficulties in enforcing and meeting contractual requirements

on the part of certain sub-contractors; that Claimant's work was thus delayed as being dependent on the general contractor.

The stipulation further states that "respondent, in the absence of a contractual agreement to the contrary, has been held liable for such a delay occasioned by one prime contractor to another. ***Kaiser v. State of Illinois,*** (1932), 7 CCR **99;** ***Divane Bros. Electric*** Co. ***vs. State of Illinois,*** (1957), 22 CCR 546."

The parties have agreed as to the amount of loss incurred by Claimant, as follows:

"It is further stipulated between the parties by their respective attorneys that a judgment order be entered in the amount of forty-five thousand dollars and no cents ($45,000.00)in favor of claimant and against respondent, and respondent agrees said amount is due and owing claimant."

There being no further questions to be determined by this Court, Claimant is hereby awarded the sum of forty-five thousand dollars ($45,000.00)in final, full and complete satisfaction of his claim.

(No. **77-CC-2104—Claimant awarded $18,782.11.)**

M. & E./ALSTOT, MARCH & GUILLOU, INC., Claimant, *v.* THE STATE OF ILLINOIS, CHAIN OF LAKES, FOX RIVER COMMISSION and DEPARTMENT OF TRANSPORTATION, DIVISION OF WATER RESOURCES, Respondent.

***Order filed* August 19,1981.**

JOHN J. BENNETT, for Claimant.

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

CONTRACTS—professional services rendered—stipulated settlement. The Court found, based on the joint stipulation of the parties, that there was no question that the Claimant performed professional services satisfactorily and that the charges were reasonable and an award was entered, but the Claimant's request for additional compensation for loss of services, interest and attorney fees was denied.

POCH, J.

This is a claim for payment for professional services rendered, material furnished and charges related thereto under three contractual relationships between Claimant and Respondent. Said agreements were entered on the following dates: January 24, 1975, December 12, 1975 and April 30, 1976.

This matter was before a commissioner when the parties entered into a stipulation on an agreed statement of facts and briefs in lieu of a hearing.

From the report of the commissioner, joint stipulation of the facts and briefs of both parties, the Court finds that there is no question that the Claimant performed the work satisfactorily and that the charges were reasonable and appropriate for the services provided. Therefore the claim is a just and lawful one and should be compensated as follows:

Under agreement of January 24, 1975	$12,836.94
Under agreement of December 12,1975	$ 5,926.35
Under agreement of April 30, 1976	$ 18.82
Total	$18,782.11

Claimant's request, for additional compensation for loss of services, loss of interest, attorney fees will be denied. Claimant is hereby awarded the sum of eighteen thousand seven hundred eighty-two and 11/100 dollars ($18,782.11).

(No. 77-CC-2290—Claimantawarded $300.00.)

GEORGE E. PARSONS, Claimant, ***v.*** **THE STATE OF ILLINOIS, Respondent.**

Opinion filed September 23,1981.

AWERKAMP AND MCCLAIN (LUCINDA AWERKAMP, of counsel), for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—*extra* vacation pay—claim dismissed. Claimant's action seeking extra vacation pay for work done while he was on vacation and nearing retirement was dismissed, but Claimant was awarded compensation for the days he actually worked.

HOLDERMAN, J.

Claimant in this case is attempting to collect compensation from May 9,1977, through June 30, 1977, with the exception of June 23,1977.

The record shows that Claimant requested retirement as of July 1, 1977, and accepted the benefits of retirement on that date. Claimant requested vacation as of May 9, 1977, which was granted.

It appears from the record that Claimant was a very dedicated individual and extremely interested in his work. During the period of his vacation, Claimant, according to his testimony, spent a great deal of time doing work that he was accustomed to doing while in the performance of his duties for the State.

Claimant was paid for six (6) days by a warrant issued in the amount of $300.00 which Claimant did not cash because he was afraid it would jeopardize his retirement by accepting a warrant issued after the commencement of his retirement.

The record discloses that Claimant did not keep a

timely record of the periods of time he was supposed to be working. In his letter of retirement, Claimant indicated he would retire only if a certain individual was appointed to fill the vacancy caused by his retirement.

By letter dated May 11,1977, Claimant was informed that his use of vacation time from May 9,1977, to July 1, 1977, was approved, and that Mr. William Phillips would be responsible for the supervision of the District IV staff, which was the staff of Claimant.

The record fails to disclose any agreement or contract by which the State agreed to compensate Claimant for work allegedly done while on vacation, part of which time was spent lobbying to get the Commission's bills passed and also endeavoring to secure the appointment of the man he wanted to be his successor. The record is also completely devoid of any authorization from his agency requesting he do any of the work he allegedly did while on vacation.

While it was commendable that Claimant was interested in his work and thought enough of it to work during his vacation, this in itself does not create an obligation on the part of Respondent.

Claimant should be paid the sum of three hundred ($300.00)dollars, representing the warrant that he turned back, which was for days he actually worked.

Claimant having failed to prove he is entitled to extra vacation pay, other than the three hundred dollars above mentioned, said case is dismissed.

(No. 77-CC-2375—Claim denied.)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 11, 1982.

MCNEELA & GRIFFIN, LTD. (TERRANCE A. VAISVILAS, of counsel), for Claimant.

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

CONTRACTS—*extras—unnecessary—unauthorized—claim* denied. Testimony presented established that the installation of certain exterior disconnect switches was unnecessary extra work done in connection with construction contract and since work was not authorized, the claim was denied.

ROE, C.J.

Claimant, Fidelity and Deposit Company of Maryland (Fidelity), pursuant to section 8(b) of the Court of Claims Act (Ill. Rev. Stat. 1975, ch. 37, par. 439.8(b)) and Rule 5D (Lapsed Appropriations) of the Court of Claims of Illinois, seeks to recover from Respondent, (State), the sum of nine thousand three hundred thirty-four and 47/100 dollars ($9,334.47), which represents the cost of certain exterior disconnect switches which were additions to a construction contract between William Adams Engineers, Inc. (Adams) and the Capital Development Board (Board) on public building project No. CDB 768-190-001, for construction of a certain public improvement known as the Davea Center, located in Addison, Illinois Fidelity is the surety of Adams.

An evidentiary hearing was held on June 4, 1981 Counsel for Claimant has filed its post-trial memorandum. The Assistant Attorney General for Respondent has waived filing of its brief.

The issue presented is whether the Capital Devel-

opment Board authorized the installation of exterior disconnect switches on the roof-top air handling units at the Davea Center, and by its words and conduct, waived the contract requirement of a written change order authorizing the installation of the extra switches.

Evidence introduced by Claimant at the trial of the cause of action did not demonstrate that Claimant was authorized to install the exterior disconnect switches on the roof-top units, and that Respondent did not waive the requirement of a written change order authorizing the installation of the extra switches.

The record reflects that pursuant to the stipulation of facts filed with this Court and marked commissioner's exhibit No. 1, Respondent conceded that the installation of the exterior disconnect switches on the roof-top units was not required pursuant to the terms of the contract between William Adams and the Capital Development Board. Therefore, there is no dispute that the installation of the exterior disconnect switches constituted extra work.

The only defense raised by Respondent to Claimant's cause of action is that Claimant's contractor-agent performed the extra work without prior authorization from the Capital Development Board. Article 5 of the agreement dated May 24, 1973, between William Adams and the Capital Development Board specifies the contract documents that form the entire contract. One of the contract documents is the general conditions. Article 12, paragraphs 12.1.1 and 12.1.2 of the general conditions state, in pertinent part, as follows:

"12.1.1 **The Owner without invalidating the Contract may order Changes in the Work within the general scope of the Contract consisting of additions, deletions** or **other revisions, the Contract Sum and the Contract Time being**

adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents."

"12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum of the Contract Time . . . ." (Respondent'sexhibit No. 1).

Claimant conceded that no written change order was executed pursuant to the applicable provisions of the contract documents.

Further, testimony was given that even if the exterior disconnect switches were not installed on these units, the Claimant would have complied with the national electrical code. In addition, Respondent's witness testified that the exterior disconnect switch duplicated a similar disconnect switch. Therefore, the installation of the exterior disconnect switch was unnecessary.

Wherefore, it is hereby ordered that petitioner's claim be, and hereby is denied.

(No. 77-CC-2445—Claim denied.)

JAMES T. BARRY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 7, 1982.

KEITH L. **YOUNG,** for Claimant.

TYRONE C. **FAHNER,** Attorney General (**EDWARD** C. **HURLEY,** Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—slip-and-fall—State park—no notice of dangerous condition—claim denied. In an action for injuries sustained by Claimant in a fall from the wooden stairway at a State park, the claim was denied, as the Claimant failed to meet his burden of proving that the State had actual or constructive notice of the dangerous or hazardous condition of the stairway.

HOLDERMAN, J.

This claim is made against the State of Illinois in tort under the provisions of section 8(d) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(d)), and Claimant seeks damages for medical and hospital expenses, loss of earnings, pain, suffering and disability.

The complaint alleges that on the 30th day of May 1977, the State of Illinois owned and managed the Kankakee River State Park in Kankakee, Illinois. The complaint further alleges that Claimant was a visitor at the park on the above date and was injured when a wooden stairway, which extended from the top of a cliff to the bottom of a ravine, was in an unsafe condition, and that as a consequence thereof, Claimant fell from the stairway and suffered personal injuries.

The issues in this case are whether Respondent violated its duty with respect to the care and maintenance of the park and whether it was the result of said violation that Claimant suffered the injuries complained of; also whether the doctrine of comparative negligence applies to **this** particular case.

Claimant argues that the doctrine of comparative negligence, as decided in ***Alvis v. Riber*** (1981), 85 Ill. 2d 1,421 N.E.2d 886, is applicable herein. The ***Alvis*** decision applies to all cases commencing on or after June 8,1981. The date of the trial in this cause was May 18,1981, prior to the Illinois adoption of the comparative negligence doctrine, and therefore, the comparative negligence doctrine does not apply to this cause.

The facts in this case show that Claimant visited the Kankakee State Park on May 30, 1977, with Tom McKenna, Paul Furlong, and Jane Renolds. They arrived at the park between 7:45 and 8:00 p.m. After arriving at

the park, the group walked one-half to three-quarters of a mile to the Rock Creek area of the park. Rock Creek is a canyon with a waterfall and the bottom of the canyon is reached by an L-shaped set of stairs running from top to bottom. The staircase consists of two sets of stairs interrupted by a four to five foot square platform. The stairs are uniformly four to five feet wide, six to nine inches deep, and six to nine inches high, with handrails on both sides of the stairs and platform. There are approximately 80 to 90 stairs total, with the platform being roughly midway down the stairs. The stairs turn at the platform and are commonly used by people after swimming or wading in the creek and are slippery when wet.

There were signs posted in the park that no swimming was allowed but evidently this restriction was disregarded by the public and was not strictly enforced by Respondent.

At the time of the accident, Claimant was climbing the stairs on the opposite side to the side he had originally descended. His right hand was on the railing and he carried half of a cooler in his left hand. Paul Furlong was carrying the other half of the cooler and was walking to Claimant's left. According to Claimant, as he left the platform his foot slipped and the handrail gave way in his hand whereupon he fell a distance of 30 to 35 feet. Paul Furlong felt a tug at the cooler and looked up to see that Claimant had fallen through the railing.

It is interesting to note that in the report of the accident by the watchman at the park, dated May 30, 1977, it stated that Claimant "fell from canyon ledge onto set of stairs by Rock Creek waterfalls breaking railing and stairs when falling." This is the only instance where the accident is described as above stated. It was not gone

into by either Claimant or Respondent so the Court will ignore any question on this account of the accident in this opinion. Suffice it to say that if this account was correct, it would have a great deal of weight in the Court's decision in this cause.

There is a direct contradiction in the testimony of the Claimant and his witnesses and that of Respondent's witnesses as to the condition of the railing. The evidence shows that this stairway was built in 1970 of specially treated lumber with the expectation that it would last 15 years or more.

Respondent introduced evidence to the effect that this railing was inspected weekly and that the individual who inspected the railing the day after the accident, Barry Thomas, testified he weighed over 215 pounds, that he inspected the stairway weekly, and that he put his weight upon the stairway to see if it showed any signs of breaking or giving way. He directly contradicted the testimony of Claimant and his witnesses when they stated that the upright post that supported the part of the railing that came loose was rotten.

Claimant suffered rather severe injuries, was off work for a considerable period of time, and evidently has some permanent damage to his left knee.

This Court has, in many decisions, laid down the rule as to what duty of reasonable care is required of the State to protect its visitors to State parks. It has also laid down the criteria as to the proof that must be made by a claimant before recovery can be made.

In **32** Ill. Ct. Cl. **546,** an opinion was entered on December **26,** 1978, in which the Court laid down the following rules:

"Negligence. Burden of Proof. In a negligence action Claimant has the burden of establishing by a preponderance of the evidence that Respondent was negligent, such negligence was the proximate cause of the accident, and that Claimant was not contributorily negligent.

Same—Duty of Care. Visitors to State parks are invitees to whom the State owes a duty of reasonable care in maintaining the premises.

Same—Notice of Defect. Respondent may be charged with constructive notice of a dangerous condition when, from all the circumstances in a case, it is determined that Respondent should have been aware of the existence of the condition in the exercise of reasonable care."

The same rule was followed in *24* Ill. Ct. C1.181, and in **22** 111. Ct. C1.485, where the Court held that before the State can be held liable for an injury on property maintained by it, it must have actual or constructive notice of the dangerous or hazardous condition, and that such notice must be proved before the State is liable. This record **is** devoid of any such proof.

Claimant having failed in his burden of proof, an award **is** hereby denied.

(No. 78-CC-0021—Claimant awarded $75.00.)

ROMEL WILSON, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Opinion *filed* May *10, 1982.*

ROMEL WILSON, ***pro* se,** for Claimant.

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

PRISONERS AND INMATES—confiscated ring—award allowed. An award was granted to Claimant for the loss of a ring which was confiscated from him during a penitentiary shakedown and never returned, as a bailment was created and the State failed to meet its burden of explaining what happened to the ring, but the award was entered for less than the amount requested in view of the lack of evidence as to value of ring.

ROE, C.J.

Claimant, an inmate at the State penitentiary in Pontiac, Illinois, brought this claim seeking compensation for the value of a ring allegedly confiscated during a shakedown and never returned to him or sent to an address provided by him or held for him pending release. Attached to Claimant's complaint was a copy of a shakedown receipt showing that a ring was confiscated by an officer named Eslinger. A hearing on the matter was held before a commissioner of this Court.

The record establishes that the ring did come into the exclusive possession and control of Respondent and thus a bailment was created. The burden of showing due care shifted to Respondent. The Respondent could not locate the ring or otherwise provide an indication of its disposition.

It is Respondent's contention that the ring was contraband and as such need not be returned to the owner. This argument was specifically dealt with in *Packnett v. State* (1979), 33 Ill. Ct. Cl. 179, wherein a distinction was drawn between contraband which was so classified because it was dangerous *per se* or presented a health hazard and contraband which was such because Respondent in maintaining an orderly administration of its prison system by regulation prohibited its possession. Therefore, because of the nature of the contraband in this case, it was incumbent upon Respondent to follow its own administrative regulations and send the ring to Claimant's home.

However, we find that the Claimant failed to prove the amount of damages he seeks. By his verified complaint Claimant swore the ring had a value of $350.00. He described it as gold with a ruby set in it and a gold

Moslem emblem mounted on the ruby. However, on pages 24 and 25 of the transcript he states that: (1) he had no idea of the carat weight of the ruby, (2) he never had the ring appraised, (3) he never saw a sales receipt showing purchase price, (4) he did not know where it had been purchased, and (5) he could not say for sure that it was in fact a ruby. All he could say is that a visiting Moslem minister who gave it to him told him it had a value of $250.00 to $260.00. In spite of this alleged worth and being fully aware of the contraband nature of the ring, Claimant chose to keep it in his cell and did not grieve its confiscation until five months later. We have an obvious problem with Claimant's credibility here.

In considering this case, the Court bears in mind the following quotation from Hunter, ***Trial Handbook for Zllinois Lawyers,*** 4th ed., ch. **LXXX,** section 80:5, p. 815, relating to damages in general:

> **"Damages are not rendered uncertain because they are uncertain in amount, as distinguished from those which are too uncertain to be recovered because they are not the certain results of the wrong that has been committed."**

Based on the foregoing we must place a value on Claimant's loss. We hereby award Claimant the sum of $75.00 (seventy-five and no hundredths dollars) in full satisfaction of any and all claims arising out of this cause of action.

(No. **78-CC-0037—CIaimant awarded $59,388.15.)**

AMERICAN ELECTRIC CONSTRUCTION COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed June* 25,1982.**

KARAGANIS & GOLD (WILLIAM J. KARAGANIS, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (EDWARD C. HURLEY, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*extras—stipulation—award* granted. An award was granted to an electrical contractor for extras performed under its contract as the parties carefully considered the merits of the claim in arms-length bargaining and arrived at a stipulation as to the amount due Claimant.

ROE, C.J.

This cause comes before the Court on a stipulation filed by the parties wherein it is requested that this Court make an award in Claimant's favor in the amount of $59,388.15.

The Claimant, an electrical contractor, contracted with the State to perform electrical work on the construction of the Mental Retardation Facility in Tinley Park, Illinois.

During the course of construction the Claimant performed certain work which it claimed was not called for under its contract. The major portion of this extra work (count I) involved making underground connections between the fire alarm system at the Mental Retardation Facility and the fire alarm system at the existing facility. According to Claimant's compilation (exhibit A, attached to the stipulation), the value of this work totaled $48,455.00. Additionally, the Claimant performed 22 other tasks (count II), the value of which Claimant contends is $20,317.70 (exhibit B, attached to the stipulation). When attempts to resolve these problems failed, the complaint herein was filed.

As to the first count of the complaint, the Capital Development Board agrees that an addendum issued by the project architects erroneously deleted all work required to connect the new fire alarm system with the old system. After inspecting the project site and examining

Claimant's cost figures, the Board values this work at $45,865.00. The Board concurs that this work is a valid extra.

Regarding count 11, the board agrees that 17 of the 22 tasks do constitute work not covered by the contract. The value of this work is $13,522.15.

This Court has frequently held that deviations from plans may be orally authorized by the State notwithstanding a requirement that no extras will be allowed except as ordered in writing. ***Heil v. State*** (1976), 31 Ill. Ct. Cl. 386.

Herein the Board does not dispute the fact that the Claimant was directed to perform the work in question by its representatives at the project site.

While this court is not bound by any stipulation made by the parties to a case, such a stipulation will not be rejected out of hand. It appears that the parties herein have carefully considered the merits of this claim with the give and take which characterizes arms-length bargaining. Such being the case, the Court allows the stipulation of the parties.

It is hereby ordered that Claimant, American Electric Construction Company, be awarded the sum of $59,388.15 (fifty nine thousand three hundred eighty eight dollars and fifteen cents) comprising $45,865.00 (forty-five thousand eight hundred sixty five dollars and no cents) under count I and $13,522.15 (thirteen thousand five hundred twenty two dollars and fifteen cents) under count II of the complaint herein in full and final satisfaction of any and all claims arising under cause number 78-CC-0037.

(No. **78-CC-0267—Claim denied.)**

EVANS ASSOCIATES, a partnership, Claimant, *v.* **ILLINOIS BUILDING AUTHORITY,** a body corporate and politic of the State of **Illinois,** and **CAPITAL DEVELOPMENT BOARD,** an agency of the State of Illinois, Respondents.

Opinion filed October 23,1981.

LIVINGSTON, BARGER, BRANDT, SLATER & SCHROEDER (WILLIAM R. BRANDT, of counsel), for Claimant.

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

CONTRACTS—*architect's fees—extras—claim denied.* **The claim for "additional services" by the firm providing architectural services in connection with the construction of a State university was denied as there was no showing that the default of the contractor added to Claimant's cost of providing basic services under the contract or that the default added to the architectural costs.**

ROE, C.J.

The facts in this case are largely undisputed. The Board of Governors entered into two architectural service contracts with Claimants to provide services in connection with construction of the Governors State University.

The two contracts were identical when assigned to the Respondents. The Illinois Building Authority was responsible for building construction and their contract was changed at the time of the assignment by mutual agreement wherein subparagraph 1.3.11was deleted.

The Board of Governors assigned the oldest contract to the Capital Development Board, which was responsible for the fixtures in the building.

The three agencies shared in the payment of the architectural fees on a pro rata basis based upon what their share of the contract was with respect to the cost of the project. The Illinois Building Authority's share was

83% and the Capital Development Board was responsible for 9%.

The decision of the Court with respect to the Illinois Building Authority and the Claimant will be binding on the Capital Development Board and the Claimant.

The Claimant contends it was to provide basic architectural services through July 11, 1973, and that when the contract extended beyond that point the "basic" services became "additional" services for which they were entitled to additional payment expressly under the contract. Due to the fault of the contractor the project did not move according to schedule. A meeting was held in August 1973 with representatives of all the parties present. New schedules and procedures for completion were discussed but the Respondent did not specifically promise or agree to the payment of additional fees to the Claimant because of the extension of time beyond the completion date. It is the contention that the building was only 70% completed on July 11,1973, and it can only be assumed that Claimants and suppliers had only received 79% of their fees at that time. It was to the best interest of all of the suppliers of goods and services to proceed with the project.

The contract responsibilities of the Claimant did not change after the meeting of the parties. (Record 58.) The Claimant continued to service the contract.

The Claimant contends that "time" determines what is a "basic" or "additional" service rather than the "nature" of the service. The Court does not agree with this contention. An examination of the contract specifically says the "time set forth as guidelines and not essential conditions of the contract."

Based upon this provision there is no specific com-

pletion date. If the July **11, 1973,** date was arrived by adding the total number of months in the completion schedule, which is **43,** to the contract date to arrive at July **11, 1973,** as a completion date, it is not a valid method.

The schedule determines what are basic services and they start with design and proceed through administration of the construction contract.

The subparagraph with respect to "additional services" provides for additional fees made necessary by the default of the contractor or performance of the construction contract and for providing contract administration if construction time exceeds contract time by **20%** through no fault of architecture. The provision as to construction time exceeding contract time was deleted in the Illinois Board Authority contract. The deletion was agreed to by the Claimant. The situation could have been specifically covered by a provision in the contract. However, a Claimant witness testified that it was unheard of for construction to exceed the contract by 20%, so apparently the Claimant was willing to assume this risk to secure the contract.

The Court is of the opinion that the contractor in fact defaulted in the performance of the contract, but there is no breakdown or proof as to how this delay added to the cost of providing basic services by the Claimant or that the default added to the architectural costs.

The contractural relationship of the parties can be determined by the written contract so there is no necessity to imply a contract. The Claimant's claim is therefore denied.

(No. 78-CC-0383—Claim dismissed.)

GLENVIEW STATE BANK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 29, 1982.

MILLER & HUSZAGH, LTD., for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

AUTOMOBILES AND MOTOR VEHICLES—*certificates of title—Secretary of State not liable for mistakes.* **Claim dismissed in action arising from the issuance of a duplicate certificate of title, which failed to indicate the existence of a lienholder, as the State of Illinois is not liable for any mistakes made by the Secretary of State's office in issuing certificates of title to motor vehicles.**

HOLDERMAN, J

This matter comes before the Court upon motion of Respondent for reconsideration of an order heretofore entered by this Court and Claimant's objection to said motion.

The question involved in this case is whether or not the State of Illinois is liable to Claimant when the Secretary of State's office issued a duplicate certificate of title, which title failed to indicate the existence of a lienholder.

The Court has previously dealt with this issue in four separate and distinct cases: *Blake v. State,* 21 Ill. Ct. Cl. 141; *Bank of Lyons v. State,* 26 Ill. Ct. Cl. 104; *Wagoner v. State,* 27 Ill. Ct. Cl. 127; and *Brown v. State,* No. 75-CC-1408.

In light of the opinions rendered in the above cases and the statutes of the State of Illinois which indicate the State is not to be held liable for any mistakes made by the Secretary of State's office, it becomes incumbent

upon the Court to follow the rules heretofore laid down and also the statutes involved. A particular statute is Section 3—114(h) of the Illinois Vehicle Code (Ill. Rev. Stat. 1977, ch. 95½, par. 3—114(h) which states as follows:

"The Secretary of State shall not be held civilly or criminally liable to any person because any purported transferor may not have had the power or authority to make a transfer of any interest in any vehicle."

It appears the only remedy for this situation would be with the legislature of the State of Illinois and not with the Court of Claims. The Court finds the State of Illinois is not responsible and this cause should be dismissed.

(No. 78-CC-0504—Claim denied.)

HAROLD KEMPER, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed March 8,1982.

MITCHELL, BRANDON & SCHMIDT, for Claimant.

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

PRISONERS AND INMATES—roofing injury to inmate—hot tar—contributory negligence—claim denied. A claim for injuries sustained when a penitentiary inmate was burned by hot tar while doing roofing work at the institution was denied as the Claimant failed to sustain the burden of proving what standards were acceptable and what equipment was proper for use in performing the duties he was involved in at the time of the injury and, in addition, the record supported the finding that Claimant was guilty of contributory negligence in pouring hot tar "uphill" from where he was standing on the roof being tarred.

ROE, C.J.

This claim is brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1977, ch. 37, par. 439.8(d)), for negligence. Claimant alleges that at the time of this accident on June 1, 1977, Claimant was an

inmate and incarcerated at the Menard Correctional Center. Claimant had been assigned to the roofing detail and was working by carrying buckets of hot tar from the point at which they were placed on the roof to the point where the hot tar was being used.

During his work, Claimant was caused to trip and fall and he was injured. Claimant charges that Respondent failed to provide Claimant with adequate footwear for the type of work he was doing and failed to provide Claimant with adequate places to walk while carrying hot tar for roofing purposes and he claims violations of the Illinois Structural Work Act.

The evidence revealed that on June **1,** 1977, while Claimant was a resident at the Menard Correctional Center, he had been assigned to work on a roofing detail on the kitchen building at Menard. Claimant states that he objected to being assigned to this job for the reason that he had no previous experience. Claimant states **he** had no choice but to accept the job or receive discipline by being placed in segregation. Claimant states that he requested that he be furnished with rubber-soled boots for working on the roof and was not issued leather gloves or leather apron or any protective clothing, but was issued only a pair of cotton gloves.

Although the evidence was somewhat in dispute as to what Claimant's actual job was and what he was doing at the time he was hurt, it appears that he was responsible for hauling the tar to the roof by means of a rope attached to a bucket and carrying the tar across the roof to the area where it was being applied to the roof's surface by other inmates with mops. Claimant testified that as he was carrying a bucket of tar, he stepped in some wet tar on the roof and lost his balance, thereby falling and sustaining burn injuries to his arm and ankle.

There is no dispute as to the seriousness of Claimant's injuries.

The record is not clear as to the exact nature of the duties that Claimant was performing at the time of his injuries. Claimant testified that he was carrying a five-gallon bucket of hot tar from one edge of the roof to another. William Meyers, another inmate that was working on the roof at the time of Claimant's injury, testified

We have examined the report of the commissioner who heard the evidence and who observed the demeanor of the Claimant while testifying and we have reviewed the evidence deposition of William Meyers, called on behalf of Claimant to give an evidence deposition. We find that the testimony of Meyers is more credible than that of the Claimant, Harold Kemper.

Claimant Harold Kemper argues, however, that he cannot be charged with contributory negligence under the rule of ***Hroma v. Illinois*** (1952), **21** Ill. Ct. Cl. **291.** In the *Hroma* case, the Claimant had been instructed to assist in the slaughtering of a cow under the immediate direction and supervision of Respondent's agent, who was the dairy manager at the penitentiary where Claimant was incarcerated. Although the evidence was in dispute, it appeared that either the dairy manager, an employee of the State, or Claimant, or another inmate began striking a full-grown cow with a hammer in an effort to kill the cow for the purpose of slaughter. The evidence showed that the method used in killing the cow was improper in that the size of the hammer was not

correct. In the scuffle that ensued in an attempt to subdue the enraged animal, the Claimant's hand was injured. In that case, this Court held that the Claimant could not be guilty of contributory negligence because he did what he was told to do and was thereby injured. We find the *Hroma* case different than the case at bar. In the case at bar, the Claimant was not instructed to pour hot tar "uphill" from where he was standing so that in the normal course of things, the tar would run down the slope of the roof onto the area where Claimant was attempting to stand. The danger in the use of such a technique would be obvious to any reasonable man who was paying attention to what he was doing. Another distinction between this case and the case of *Hroma*, ***supra,*** is that the Claimant failed to prove what standards were acceptable and what equipment was proper for use in performing the duties that were being performed by Claimant at the time of the injury. Claimant asks the Court to recognize the need for a different kind of shoes. Although the Court may appropriately apply common sense and experience in adjudicating the issues in these cases, the Court certainly does not qualify as a source of expertise in the proper procedures and equipment needed for hot roofing.

It is the opinion of the Court that the Claimant failed to sustain his burden of proof and, in any event, the record supports the finding that Claimant was contributorily negligent and that under the circumstances in the case at bar, that contributory negligence is a bar to his recovery against the State.

It **is** therefore ordered that Claimant's claim be, and hereby is, denied.

(No. **78-CC-0789—Claim dismissed.)**

ILLINOIS BELL TELEPHONE CO., Claimant, *v.* **THE** STATE **OF ILLINOIS,** Respondent.

***Order filed March* 8,1982.**

RICHARD N. JANNEY, for Claimant.

SHARI RHODE, for Respondent.

LAPSED APPROPRIATIONS—*telephone bill—lapsed appropriation—claim dismissed.* **On the motion of the State, the claim for telephone service was dismissed as the Claimant failed to present the bill prior to the lapse of the appropriation, and to allow an award of any sum would in effect be a deficiency appropriation in violation of the Illinois Constitution.**

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. 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. The departmental report issued by the Illinois Department of Administrative Services, State department or agency, a copy of which is attached hereto and made a part hereof, established that this claim would have been paid from appropriation No. **312-44280-1700-800** had this bill been presented prior to the lapsing of appropriation. At the time the appropriation lapsed at the end of fiscal year **1975,** the total amount remaining in that fund was **$1,411.04.** To this date, **$16,786.73** of this claim has been made against the amount of appropria-

tion which lapsed. Two percent transfer (section 13.2 of the State Finance Act, Ill. Rev. Stat, 1979, ch. 127, par. 149.2), is not applicable to this appropriation.

3. Article 8, section 2B of the 1970 Constitution of the State of Illinois 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."

4. Section 30 of the State Finance Act (Ill. Rev. Stat., 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."**

5. As no officer, institution, department, board or commission of the State may contract indebtedness in excess of the amount of the money appropriated to it by the General Assembly of the State of Illinois, such contracts by statute are void. The Department of Administrative Services has claims in the amount of $16,786.73 against an appropriation which lapsed only $1,441.04, and it has contracted beyond the monies appropriated to it for fiscal year 1975, and therefore these contracts are void.

6. That it is clear that the services rendered which gave rise to this claim were satisfactorily performed and that the price charged was usual and customary and that Southern Illinois University-Edwardsville, the recipient of the services, paid into the State's revolving fund the full amount for these services.

7. That for the Court of Claims to award any sum of money to the Claimant in this matter would in effect be a deficiency appropriation in violation of article 8, section

2B of the Illinois Constitution and section 30 of the State Finance Act (Ill. Rev. Stat., ch. 127, par. 166), and therefore, this cause must be dismissed with prejudice.

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

(No. 78-CC-0934—Claimant awarded $14,092.45.)

IIT RESEARCH INSTITUTE, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Order filed September 21, 1981.

SCHIFF, HARDIN & WAITE, for Claimant.

TYRONE C. FAHNER, Attorney General (CARL J. KLEIN, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*summary* **judgment for** *Claimant—contract* **performed.** The **Court entered summary judgment for the Claimant and an award was granted for the amount due for contract as there was no genuine issue as to any material fact and State had accepted Claimant's performance of contract.**

POCH, J.

This cause coming to be heard on motion of the Claimant, IIT Research Institute, for summary judgment, it appearing that due notice having been given, and the Court being fully advised.

The Court finds that on June 13, 1980, the Claimant filed a request for admission of facts and genuineness of documents and although Respondent sought and received an extension of time to September 22, 1980, to respond, no response was filed. Therefore, pursuant to Supreme Court Rule 216 (Ill. Rev. Stat., ch. 110A, par. 216), the following facts are admitted:

1. On or about June 15,1977, Respondent, acting by and through its Department of Business and Economics Development, entered into a written contract (hereinafter the "contract") with Claimant.

2. Exhibit A attached to the amended complaint herein is a true and correct copy of the contract.

3. The contract was executed for Respondent by Mr. Donald L. Duster.

4. Mr. Donald L. Duster was, at the time of execution of the contract, Director of the Department of Business and Economic Development.

5. Mr. Donald L. Duster had authority to execute the contract on behalf of the Department of Business and Economic Development.

6. After execution, the contract was approved by Respondent's Bureau of the Budget.

7. At the time of execution of the contract, adequate funds had been appropriated by the General Assembly, and were available, to discharge Respondent's obligations under the contract.

8. The appropriation and fund number were as follows:

Administration of Energy Programs
000-414505-1200-0000

9. Claimant properly and satisfactorily performed all of its duties and obligations under the contract.

10. Respondent accepted Claimant's performance of the contract.

11. Claimant has made demand upon Respondent for the sum of $14,092.45 in payment for Claimant's performance of the contract.

12. Respondent has paid no money to Claimant in respect of Claimant's performance of the contract.

The Court finds that there is no genuine issue as to any material fact and

It is hereby ordered that Claimant's motion for summary judgment be and the same is hereby granted;

It is further ordered that the sum of fourteen thousand ninety two and 45/100 **($14,092.45)** dollars be and is hereby awarded to IIT Research Institute.

(No. 78-CC-0958—Claimant awarded $47,707.00.)

LATIN AMERICAN TASK FORCE, ROBINSON-TURNER JOINT VENTURE, Claimant, *u.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 14,1981.

WILSON & MCILVAINE (JOHN D. LIEN and ROBERT K. OLENDZKI, of counsel), for Claimant.

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

CONTRACTS—*insurance cost reimbursable—award granted.* Where the cost of insurance paid by Claimant for protection of work done under a contract was a reimbursable expense subject to the written consent of the State, and that consent was given by a letter sent to Claimant, an award was granted in the amount of the insurance cost incurred by Claimant.

POCH, J.

This cause is before the Court on an agreed statement of facts of the parties. The statement **is** set forth below and we adopt the factual matter set forth therein:

Agreed Statement of Facts

Now come, the Claimant, LATF-Robinson-Turner Joint Venture, by its attorneys, Wilson & McIlvaine, and the Illinois Attorney General, to stipulate and agree to the

following statements of fact, to stipulate and agree that the following facts constitute all facts which are relevant, material and admissible evidence herein,

1. This is an action for an alleged breach of contract.

2. This Court has jurisdiction pursuant to section 8(b) of the Court of Claims Act (Ill. Rev. Stat., ch. **37,** par. **439.8).**

3. The Claimant, LATF-Robinson-Turner Joint Venture, is an Illinois joint venture comprised of Latin American Task Force, an Illinois not-for-profit corporation, The Robinson Group, an Illinois corporation, and Turner Construction Company, a New York corporation which is authorized and is conducting business in the State of Illinois.

4. The Respondent, Capital Development Board, **is** an administrative agency of the State of Illinois.

5. In February of **1975,** at the invitation of the Respondent, the Claimant submitted proposals to serve as construction manager for each of the following construction projects:

PROJECT	PROJECT NO.
Pilsen Senior High School	**761-031-014**
Richards Vocational High School	**761-031-015**
Englewood Senior High School	**761-031-003**
Parker Senior High School	**761-031-001**

6. Also in February of **1975** and also at the Respondent's invitation, the Claimant submitted a combined proposal to provide construction management services on all of the four projects.

7. The Respondent accepted the Claimant's combined proposal.

8. The Respondent and the Claimant, through their authorized representatives, in Chicago, Illinois, entered into a written contract dated March 1, 1975, for full and adequate consideration in which the Claimant agreed to perform construction management services for all four of the above references projects (hereinafter the Contract).

9. In consideration for the Claimant's services, the Respondent agreed to pay to the Claimant a fixed fee for the Claimant's services and to reimburse the Claimant for certain costs and expenses.

10. After the contract had been executed the Claimant submitted a proposed insurance plan to Respondent. The Respondent's response was summarized in a letter from its chief legal advisor, Ronald L. Maksym, which stated in relevant part:

"To confirm our recent telephonic report, we advise that the insurance program for the joint venture as presented by the Insurance Department of Travis Realty Company and Aetna dated July 10,1975, is approved insofar as it pertains to coverage for Workmen's Compensation and Employer's Liability, Public Liability and Property Damage, Automobile Liability, Completed Operations, Umbrella Excess, Owner's Protective and Builder's Risk. We understand that the Builder's Risk will be on a reimbursement basis and that the proposal is modified so that the 24-hour watchman service will not be required, the requirement being offset by a $5,000 deductible with respect to burglary coverage."

11. After receiving the letter from Ronald L. Maksym, the Claimant incurred the following insurance expenses:

TYPE	COST
Builder's risk insurance	$43,785.00
General liability insurance	$35,591.00
Excess coverage insurance	$10,271.00
Completed operations insurance	$ 1,845.00

12. It is customary for owners, and not construction managers, to purchase builder's risk insurance and for the owners to pay the premiums directly.

13. At the time when the Respondent accepted the Claimant's proposal, the Respondent did not intend to purchase builder's risk insurance.

14. The Respondent subsequently decided that it did wish to purchase builder's risk insurance. Rather than purchase builder's risk insurance itself, the Respondent asked the Claimant to purchase the insurance for the Respondent and the Respondent agreed to reimburse the Claimant for that expense.

15. The Respondent has reimbursed the Claimant for the cost of purchasing builder's risk insurance.

16. Beginning in November of **1975** the Claimant submitted invoices seeking payment for a portion of its fee as well as for reimbursable expenses that had been incurred. Insurance expenses owing to Travis Realty for general liability and excess coverage insurance were listed as reimbursable expenses on those invoices.

17. The Respondent received and paid the invoices in due course as in the full amount requested until July of **1976.**

18. In July of **1976** the Respondent refused to pay those portions of the Claimant's invoices which sought reimbursement for the cost of general liability, excess coverage and completed operations insurance. The Respondent also began to withhold from its subsequent payments to the Claimant an amount equal to the total previously paid as reimbursement for those types of insurance, contending that the Claimant was not entitled to reimbursement under the terms of the contract. Con-

sequently, the Respondent has not reimbursed the Claimant for any portion of the expenses incurred for general liability, excess coverage, or completed operations insurance, despite the Claimant's repeated demands for payment.

19. If the Court finds that the Respondent is obligated to reimburse the Claimant for the cost of general liability, excess coverage, and completed operations insurance, the Claimant is entitled to judgment in the amount of **$47,707.00.**

20. After the contract was executed, the Respondent decided to suspend indefinitely the Englewood and Richards projects. The parties therefore entered into extensive negotiations to reduce the amount of the Claimant's fee commensurate with the reduction in services to be provided and commensurate with the reduction in costs which were to have been paid by the Claimant out of its management fee.

21. During the negotiations to modify the contract the parties discussed all of the particular costs which were to be paid out of the Claimant's fee. The parties did not discuss reimbursable expenses because their cost savings would automatically accrue to the Respondent.

22. During these negotiations the cost of general liability, excess coverage and completed operations insurance was never discussed.

23. Following the negotiations, the parties entered into a modification agreement to eliminate Englewood and Richards High Schools from the contract and to reduce the Claimant's fee.

24. Premiums for general liability, excess coverage and completed operations insurance are all computed based upon the cost of construction.

25. Except for the Respondent's disputed contentions that the Claimant was not authorized to incur the subject insurance premiums as reimbursable expenses, the Claimant has at all times performed all things required of it under the terms of the contract.

The issue before the Court is whether the letter of the chief legal advisor for Respondent was sufficient authorization under the terms of the contract.

This matter was heard on oral argument before the Court as well as before the commissioner. Briefs were filed.

The Court having heard arguments, reviewed the briefs as well as the report of the commissioner:

Finds that the contract establishes that the insurance premiums were not expenses which the Claimant was to incur as part of its basic fee, but were instead reimbursable expenses, subject to but one condition. The only contractual condition for reimbursement was the requirement that the Claimant obtain prior written consent to incur the particular expenses. That consent was given by Respondent's chief legal advisor in his letter of September **24, 1975.** Once Mr. Maksym approved the purchase of the tendered insurance program, the cost of the program became a reimbursable expense by the express terms of the contract.

Claimant is hereby awarded the sum of forty seven thousand seven hundred and seven **($47,707.00)**dollars.

(No. 78-CC-1044—Claimant awarded $4,349.00.)

MOLINE HEATING & CONSTRUCTION COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed* luly *8,1981.

***Order on denial* of *motion for reconsideration filed September* 21,1981.**

BOZEMAN, NEIGHBOUR, PATTEN & **NOE,** for Clairnant.

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

JURISDICTION—judgment* of *circuit court against State nullity—contract.

CONTRACTS—***award granted in contract amount.*** An award was granted in the amount due on the contract where the State agreed to pay for mechanical work in connection with the construction of a building if certain options were not exercised, the options were not exercised, and an outstanding balance remained due.

INTEREST—***prejudgment interest denied.*** Statute pertaining to prejudgment interest has no application to claims against the State and the Claimant's request for prejudgment interest was therefore denied.

POCH, J.

This is an action, brought by Moline Heating & Construction Company based on a contract to furnish mechanical work in connection with construction of a dietary building at the East Moline State Hospital, East Moline, Illinois. The contract was dated May 29, 1968, and expressly incorporated a letter-written by Claimant and dated May 20,1968. The Claimant seeks cancellation charges as set forth in said letter.

Claimant filed an action in this Court during the month of October 1971, as Claim No. 6312, which was dismissed on motion of Respondent, on the theory that the Court had no jurisdiction for the reason that **IBA** was a "body corporate and politic."

Claimant then proceeded to file suit in the circuit

court of Cook County, as Cause No. 72 M1-134382, and subsequent thereto, on March **22,** 1974, judgment was entered in favor of Claimant and against IBA in the amount of $12,664.59, which said sum included the amount of $10,349.00 in cancellation charges together with the further sum of $2,315.59 as interest, assumedly to the date of judgment. Subsequent thereto, on August 27, 1974, IBA made a partial payment of $6,000.00 towards satisfaction of said judgment and no further payments were ever made.

Thereafter the Court having held that IBA was a State agency and, therefore, within the jurisdiction of the Court of Claims, Claimant .again moved to assert its claim in the Court of Claims, setting out its claim under two separate counts.

Count I is based on the judgments entered in the circuit court of **Cook** County, which, with interest added on the unpaid balance up to and including March 5,1980, and after allowance of the sum **of** $6,000.00 previously paid on said judgment, amounts to the sum of $9,258.67.

Count II **is** based on the theory that the IBA had a contractual obligation as hereinbefore recited and seeks damages in the amount of $8,841.99, which include interest to March ***5, 1980,*** computed **at** the rate of ***5%*** per annum, pursuant to section **2** of "An act in relation to the rate of interest and other charges" (Ill. Rev. Stat., ch. 74, par. 2), which provides for recovery of interest.

The first issue is what effect, if any, the judgment rendered in the circuit court of Cook County, has on this Court. ***Talandis Construction Corp. v. Illinois Building Authority*** (1978), 60 Ill. App. 3d 715, was also a contract action against the IBA. That case was also tried in the

circuit court of Cook County and a judgment was entered against the defendant. The appellate court held that the circuit court lacked jurisdiction and therefore the judgment entered therein was a nullity. Likewise, in the instant case, the judgment entered in the circuit court of Cook County was rendered by a court without jurisdiction and was a nullity and held for nought.

Turning to count II of Claimant's complaint, the Court finds in favor of the Claimant. The IBA agreed to pay a total of $10,349.00 if it did not exercise certain options. There is no question these options were not exercised. The Respondent has previously paid $6,000.00 leaving an outstanding balance of $4,349.00 and an award is entered in said amount.

In response to Claimant's request for prejudgment interest pursuant to section 2 of "An act in relation to the rate of interest and other charges" (Ill. Rev. Stat., ch. 74, par. 2), it has been consistently held that the foregoing statute has no application to claims against the State. (*Stevens v. State*, 31 Ill. Ct. Cl. 519; *Fruin Colnon Contracting* Co. *v. State*, 26 Ill. Ct. Cl. 138.) Claimant's request for an award of interest is therefore denied.

Claimant is hereby awarded the sum of four thousand three hundred forty nine ($4,349.00) dollars.

ORDER ON DENIAL OF MOTION
FOR RECONSIDERATION

POCH, J.

This cause comes to be heard on the motion of Respondent for reconsideration of the Court's order of July 8, 1981, Claimant having filed its response to Respondent's request for reconsideration, due notice having

been given, and the Court being fully advised in the premises hereby;

The Court having reviewed the briefs of the parties finds no basis to reconsider the order of July 8, 1981.

It is hereby ordered that Respondent's motion for reconsideration of the order of July 8, 1981, be and the same is hereby denied.

(No. **78-CC-1090—Claimants awarded $3,963.38.)**

ROYAL GLOBE INSURANCE and **DENNIS AND SARAH ADAMS,** Claimants, **u. THE STATE OF ILLINOIS,** Respondent.

Opinion filed March 1,1982.

JAMES B. BLEYER, for Claimants.

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

PRISONERS AND INMATES—*"escaped" half-way house inmates—property damages—award granted.* The property damage caused by the inmates of a "half-way house" who had exceeded the legitimate constraints imposed by the Department of Corrections on their activities was a liability of the State and an award was granted to Claimants for the damages done by the inmates.

ROE, C.J.

This action is brought by Claimants, Royal Globe Insurance Company, Dennis Adams and Sarah Adams, against Respondent, State of Illinois, for damages to property sustained by Claimants. This case sounds in tort and is brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat., ch. **37,** par. 439.8(d)), and section 1 of "An Act concerning damages caused by escaped inmates of . . . institutions over which the State has control" (Ill. Rev. Stat., ch. **23,** par. 4041).

Claimants allege that their property was damaged by misconduct of inhabitants of "half-way house", which is a correctional facility operated by the Respondent's Department of Corrections in Carbondale, Illinois. It was alleged that the losses occurred on March 12, 1978, between the hours of 5:00 p.m. and 10:00 p.m. when persons subject to the control of the Illinois Department of Corrections entered the home of Dennis Adams and Sarah Adams and destroyed the contents thereof, said damages amounting to $3,963.38.

Claimant is the insurer for Dennis Adams and Sarah Adams, who are homeowners in the Carbondale area. Claimant is subrogated to the rights of their insured against the parties responsible for the theft and destruction of the contents in the Adams' home.

Claimant has taken the position that the State of Illinois is liable for the acts of the inhabitants of "half-way house" in Carbondale under the theory that the duty owed by the State to control miscreants who are in the custody of the State is a non-delegable duty and that the State's responsibility is set forth in section 1 of "An Act concerning damages caused by escaped inmates of . . . institutions over which the State has control." The statute reads in part as follows:

> **Whenever a claim is filed with the Department of Mental Health and Developmental Disabilities, the Department of Children and Family Services or the Department of Corrections for damages resulting from personal injuries or damages to property, or both, or for damages resulting in property being stolen, heretofore or hereafter caused by an inmate *who has escaped* from a charitable, penal, reformatory or other institution over which the State of Illinois has control while he was *at liberty after* his *escape,* * * * (emphasis supplied)."Ill. Rev. Stat., ch. 23, par. 4041.**

Respondent argues that the above statute requires, in order for Respondents to bear the liability for loss or damage, that the miscreants have "escaped" and have caused the damage while "at liberty after (their) escape."

Respondent argues that in the case at bar there is no evidence that "anyone escaped from anywhere." We do not accept this argument.

It is acknowledged that the persons responsible for this damage were inhabitants of a "half-way house" operated under contract by Hillhouse, Inc., with the Illinois Department of Corrections. We do not believe that the liability intended to be placed upon Respondent by the Illinois legislature pursuant to the above-quoted section can be escaped by delegating the responsibility to operate institutions of the Illinois Department of Corrections to "independent contractors" such as Hillhouse, Inc. Furthermore, we cannot accept the argument of Respondent that inhabitants of institutions controlled by the Illinois Department of Corrections should not be said to have "escaped' or are "at liberty after escape" within the meaning of the above statute when such inhabitants engage in the commission of serious crimes such as the invasion and destruction of the home of Dennis Adams and Sarah Adams. Clearly, though these inmates were granted certain unrestricted liberties as residents of a half-way house, it should not be contemplated that they were within the bounds of their legitimate freedoms while perpetrating the acts resulting in the damage to Claimant's insured.

Respondent argues that the Court has held, under the Parental Responsibility Law (Ill. Rev. Stat., ch. 70, par. 52) that the Department of Corrections could not be held liable under the reasoning of ***Vallery v. State of Illinois,*** 31 Ill. Ct. Cl. 187. In the ***Vallery*** case, ***supra,*** it appeared that Claimant's property was damaged by a ward of the Illinois Department of Children and Family Services, who was a foster child in Claimant's home. The child had been placed in Claimant's home by order of the

Juvenile Division of the Cass County circuit court pursuant to the provisions of the Juvenile Court Act. This Court held that 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 was not subject to the liability imposed by the Parental Responsibility Law, and that the Department was not liable at common law for the reason that no negligence was shown.

Claimant does not seek relief in the case at bar under the Parental Responsibility Law (Ill. Rev. Stat., ch. 70, par. 52), and the exclusion set forth therein with respect to minors subject to the provisions of the Juvenile Court Act does not apply.

It appears in the case at bar that the miscreants who caused the damage to Claimant's insured had in fact "escaped" from the legitimate constraints imposed on them pursuant to the regulations and directives of the Illinois Department of Corrections when 'burglarizing and damaging the home of Claimant's insured. Therefore, the damage to Claimant's insured was caused while the miscreants were "at liberty" after having exceeded the legitimate constraints imposed by the Illinois Department of Corrections on their activities.

It is hereby ordered that Claimants be, and hereby are, awarded the sum of **$3,963.38** as their damages in this cause sustained.

(No. 78-CC-1181—Claimant awarded $1,000.00.)

GERALDINE BLEVINS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 5, 1982.

SHEARER, O'BRIEN, BLOOD, AGRELLA & BOOSE (MICHAEL O'BRIEN, of counsel), for Claimant.

WILLIAM J. SCOTT, Attorney General (RICHARD GROSSMAN and PAUL SENGPIEHL, Assistant Attorneys General, of counsel), for Respondent.

PRISONERS AND INMATES—*personal injury inflicted by escaped inmates—award granted.* **The State failed to rebut the presumption that it was negligent in allowing inmates of a boy's school to escape, and an award was granted to Claimant for personal injuries she sustained when she was attacked by the escaped inmates and struck on the head with an object wrapped in a towel.**

ROE, C.J.

Claimant has brought this action alleging injury to herself as a result of an attack upon her by two inmates of the St. Charles Boys School who escaped from that school immediately prior to the attack and were arrested by the St. Charles Police immediately thereafter.

Shortly after 11:00 p.m. on December 15, 1977, Claimant was attacked in the vestibule of her apartment building by two escapees from the St. Charles School for Boys in an attempted robbery. She was struck on the head a few times with an object wrapped in a towel. She fell to the floor and was then hit in the neck. After that the boys fled.

Respondent produced no evidence to show that it was not negligent in permitting the escape. Therefore, under the rulings of this court in ***Kendrick v. State*** (1969), 5735, ***U.S. Fidelity and Guaranty Company v. State,*** 23 Ill. Ct. Cl. 188, and ***Devore v. State*** (1979), 76-CC-0195,

the presumption of negligence arising from the escape stands unrebutted.

Total medical expenses were $170.00 of which Claimant paid $45.00. As a result of the incident she sustained severe pain and suffering. At the time of the hearing two years later she testified she was still experiencing headaches which she attributed to the blows to her head. As a result of the beating Claimant's ear and jaw were swollen. She suffered severe pain and was unable to work for a week. However, she suffered no loss of income as a result. No doctor, neurologist, psychologist, or other expert testified as to the extent of the injuries. Based on the record, we hereby award Claimant the sum of $1,000.00 (one thousand dollars and no cents).

(No. 78-CC-1183—Claimant awarded $175,000.00.)

WALSH BROS., INC., an Illinois Corporation, Claimant, **u.** THE STATE OF ILLINOIS, Respondent.

Order filed June 15, 1982.

O'BRIEN, CARY, MCNAMARA, SCHEUNEMAN & CAMPBELL, LTD., for Claimant.

SAUL R. WEXLER, Special Assistant Attorney General, for Respondent.

STIPULATIONS—*claims settled by stipulation of parties.*

ROE, C.J.

This cause coming on to be heard on the stipulation of the parties hereto, the Court having reviewed the matter and having been fully advised in the premises;

It is hereby ordered that the stipulation of the parties be, and the same hereby is, entered and Claimant is herewith awarded the sum of one hundred seventy-five

thousand ($175,000.00) dollars in full and complete satisfaction of all claims which are the subject of the instant cause.

It is further ordered that any and all claims which the Claimant had, has, or may have against the architects Lowenberg & Lowenberg, their agents and employees, are hereby assigned and subrogated to the Respondent, State of Illinois.

(No. 78-CC-1313—Claim denied.)

CECIL O. GABLE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 8, 1981.

CECIL O. GABLE, pro *se*, for Claimant.

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

CONTRACTS—*claim contrary to policy of Department of Personnel—claim denied.* The policy of the Department of Personnel with regard to union contracts and prevailing rates is that the rates time stamped before midnight of a quarter which have effective dates on or before said quarter are regarded as effective on that quarterly date and a claim presented to the Court which is inconsistent with that policy would be denied.

ROE, C.J.

This cause coming on to be heard on the Respondent's motion to dismiss and the Court being fully advised in the premises finds that the Claimant's position herein is contrary to the policy of the Department of Personnel as set forth by the director of personnel through his subordinates and which policy has been longstanding (since 1957). That policy, which this Court fully supports is basically as follows:

1. International unions submit 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 time stamped copies of contracts to the Department of Personnel.

4. The Department of Personnel edits the contracts to remove "pyramid" items and adjusts the hourly rates accordingly.

5. Prevailing rates which are time stamped before midnight of a quarter and which have contractually effective dates on or before said quarter are regarded to be effective on that 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 next quarter.

Example: A negotiated effective rate is April 1st. The time stamp is April 2nd. Release date by the Department of Personnel will be July 1st.

Because of the large number of employees involved in the many, many departments that comprise the State of Illinois, it is essential that the State have a consistent policy as regards employee compensation. It is the policy of this Court to support the director of personnel in the exercise of his prerogatives granted him by the legislature in the Personnel Code, which prerogative was exercised in the promulgation of the Rules set forth above.

It is therefore the finding of this Court that the claim herein presented is contrary to the policy set forth by the

director of personnel and this claim must be and is hereby denied.

(Nos. 78-CC-1375 through 78-CC-1380 cons.—Claimants awarded $3,170.00.)

JEROME McCARTHY, JAMES KELLEHER, PATRICK J. RUDDY, JEFFREY KUELTZO, ROBERT MOTTO, and DANIEL DIXON, JR., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 18, 1981.

JEROME McCARTHY, JAMES KELLEHER, PATRICK J. RUDDY, JEFFREY KUELTZO, ROBERT MOTTO, AND DANIEL DIXON, JR., pro *se*, for Claimants.

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

STATE EMPLOYEES BACK SALARY CLAIMS—improper classifications—awards granted. The amounts sought by Claimants whose jobs were improperly classified following an attempted reorganization in the Department of Revenue did not constitute "additional payment for work already performed' and where the Department of Revenue entered into a settlement agreement with the Claimants that was binding on the State, awards would be granted based on what Claimants should have been paid had they not been improperly classified.

POCH, J.

These are consolidated claims for back salary for the period of December 1, 1976, through June 30, 1977. The facts are not in dispute and are summarized as follows: All Claimants were employed as investigators for the Illinois Department of Revenue prior to 1976. In that year the Department of Revenue decided to reorganize some investigatory functions which would result in a reduction in the classification grade of the Claimants. The Claimants challenged the classification plan before the Civil Service Commission which resulted in an

unfavorable decision to the Claimants. The Claimants, through counsel, then filed a complaint for injunctive relief in the circuit court of Cook County. After hearing the parties the circuit court entered a temporary restraining order restraining the Department of Revenue from putting the reorganization into effect. As a result thereof each of the Claimants remained in their classification as investigator and was paid for that classification.

A settlement agreement was entered into between each of the Claimants and the Department of Revenue whereby the Department of Revenue agreed that each of the Claimants would be reassigned as though each of the contested reductions never occurred. In addition each of the Claimants was offered prospective benefits and/or salary-step increases. The Department agreed that retroactive salary adjustments, in an amount to be computed by the Department of Personnel, would be paid as if each Claimant had received normal step increases at their respective grades and had remained in the same grades prior to reclassification.

Subsequent thereto, in August 1978, the chief personnel officer of the Department of Revenue advised each Claimant that in order to receive the monies due for the period of December 1, 1976, to July 1, 1977, a claim would have to be filed in this Court due to the lapse of the appropriation prior to July 1, 1977. Each Claimant was paid for back pay subsequent to July 1, 1977, at the classification rate for each Claimant. The Department agreed that each Claimant was entitled to back pay from December 1, 1976, to July 1, 1978. The only period in question before the Court is the period from December 1, 1976, to July 1, 1977. This period was included in the settlement agreement between the parties, and was not

paid because it involved the fiscal period prior to the settlement agreement being executed.

The Respondent argues that the pay plan between the Department and Claimants constitutes a claim for additional retroactive wages which would be in conflict with sections 9 and 10 of the State Finance Act (Ill. Rev. Stat. 1976, ch. 127, pars. 145, 146). The Respondent also claims that the requested back pay sought prior to the agreement is violative of section 30 of the State Finance Act (Ill. Rev. Stat. 1976, ch. 127, par. 166), which prohibits obligation of prior fiscal year funds to a subsequent pay plan.

The Court finds that the amount sought by each Claimant does not violate the provisions of sections 9 and 10 of the State Finance Act (Ill. Rev. Stat. 1975, ch. 127, pars. 145, 146), in that it does not constitute "additional payment for work already performed." If the Claimants were not improperly classified they would have received the benefits of the salary sought by each. The classification was found to be improper. The Department entered into a valid voluntary settlement agreement which is binding upon the Respondent. The State should be bound by the terms of the complete settlement agreement which include each claimant being paid for the period of December 1, 1976, through July 1, 1977, for services actually performed. This does not amount to additional compensation over what each would have been paid if each was not improperly classified.

The Respondent, through its duly authorized officer, entered into a valid settlement agreement with each Claimant. The agreement is binding and should be enforced and will be honored by the Court.

Each Claimant shall be awarded the amounts as hereinafter specified.

It is hereby ordered:

The Claimant, Jerome McCarthy, is awarded the sum of **$466.83.**

The Claimant, James Kelleher, is awarded the sum of **$614.66.**

The Claimant, Patrick J. Ruddy, is awarded the sum of **$614.66.**

The Claimant, Jeffrey Kueltzo, is awarded the sum of **$244.53.**

The Claimant, Robert Motto, is awarded the sum of **$614.66.**

The Claimant, Daniel Dixon, Jr., is awarded the sum of **$614.66.**

Said awards are to be modified per appendices A, B, C, D, E and F to reflect appropriate contributions and deductions.

(No. 78-CC-1414—Claimant awarded $10,000.00.)

LA SALLE NATIONAL BANK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion ***filed*** May ***5,1982.***

H. BURTON SCHATZ and IRVING GOODMAN, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

LEASES—settlement by *stipulation.* The claim for damages due to the State's breach of a lease was settled by the joint stipulation of the parties where the stipulation showed that there was a lease, the State's abandonment of the premises was not entirely justified and there was an agreed amount due and owing Claimant.

ROE, C. J.

This matter comes before the Court upon the joint stipulation of the parties and the recommendation of the commissioner assigned to the claim. The stipulation states as follows:

1. The instant claim seeks to recover damages for the breach of a lease agreement by Respondent, through its Department of Labor, Bureau of Employment Security.

2. The premises leased to Respondent were located at 1707 South Halsted Street in the city of Chicago Heights.

3. The lease was to have run from August 1,1976, to July 1, 1981.

4. Respondent vacated the premises during the month of June 1978.

5. Approximately 14 months later on September 6, 1979, Claimant sold the premises to the city of Chicago Heights.

6. Respondent concedes that its abandonment of the premises was not entirely justified.

7. Both Claimant and Respondent agree that Claimant's damages amount to $10,000.00, and that said amount is due and owing to Claimant.

8. Claimant agrees that an award in that amount would constitute full and final satisfaction of its claim.

9. No other evidence, written or oral, will be pre-

sented to the Court, and both parties waive hearing and the submission of briefs.

10. There are no disputed questions of fact and both parties agree that the law dictates the granting of an award in the agreed upon amount.

The foregoing stipulation was agreed upon by the parties during a pretrial conference with commissioner Joseph P. Griffin. Commissioner Griffin has also approved of the stipulation and recommended the granting of an award based upon it.

Although the Court is not bound by agreements between the parties, it is not at all averse to an amicable settlement between the parties, so long as the settlement appears to be in the best interests of the State. The Court is also loath to interpose a controversy between parties where none otherwise exists.

The instant stipulation appears to be fair and reasonable, and, since the commissioner has given it his approval and made a recommendation for an award, we accept the stipulation.

An award is hereby granted to Claimant in the amount of $10,000.00.

(No. 78-CC-1418—Claimant awarded $16,750.00.)

ERIK A. BORG CO., Claimant, ***v.*** THE **STATE OF ILLINOIS,** Respondent.

Opinion filed ***January 7, 1982.***

ALLEN E. HOBAN, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*foreman's wages—award allowed.* The State's contention that the claim for a foreman's wages was a separate extra item which necessitated advance knowledge and agreement was rejected where the evidence showed that the foreman's wages was an item of cost due to the extra work necessitated by the discovery of unusual subsoil conditions in the area where caissons had to be installed, and therefore an award was granted for those extra wages, since no specific agreement was required.

SAME—extras—increase in contractors' fees—award denied. The contract entered into by Claimant for construction work provided for an increase in the contractors' fees in the event of unforeseen extras, and based on that agreement an award for an increase beyond the agreed amount would not be justified, and therefore the claim for such an increase would be denied.

INTEREST—*interest on funds borrowed by Claimant to pay subcontractors—claim denied.* The State has never paid interest on the amount of an award and an award for the interest paid on funds borrowed by Claimant to pay subcontractors when State was late in making progress payments on construction contract would be denied on same basis, since the cost of borrowing money is not a compensable cost of contract, and the payment of interest as an out-of-pocket cost is no different than paying interest on an award.

POCH, J.

Erik A. Borg Company, a corporation, filed its complaint on September 18, 1978, for items of costs incurred by Claimant and alleged by it to be compensable as part of agreed extras.

This matter was referred to commissioner Martin C. Ashman for a hearing. By agreement of the parties the hearing was waived.

The facts are undisputed and were received by way of a joint stipulation filed April 17, 1981. Claimant entered into a contract with the Illinois Building Authority and the University of Illinois on September 26, 1968, wherein the Claimant agreed to construct, as a general contractor, a building known as the medical research laboratory addition of the University Medical Center in Chicago for the sum of $2,946,800.00.

On January 20, 1969, after work had commenced, there was discovered unanticipated subsoil conditions

requiring extra work concerning installation of caissons. The extra work was agreed to be done on the basis of actual cost plus a fee, which extra work was authorized by Respondent, which raised the cost of the caisson part of the job from **$34,000** anticipated in the contract to **$481,651.99.**

The extra work resulted in three claims made by Claimant, which will be discussed individually.

Count I—Claim for foreman's wages

Prior to the discovery of the unusual subsurface soil conditions, Claimant had hired a subcontractor to do the caisson work. Claimant's general superintendent, David Walter, was to have general supervision of the caisson work as well as the balance of the work. When the subsurface soil conditions were discovered, Claimant took over the caisson work and assigned David Walter as the foreman on the job during the day and assigned George Floberg as foreman for the night shift. The cost of Floberg's salary has been paid by Respondent. The cost of Walter's salary—$14,566.00—has not been paid by Respondent on the grounds that Walter was being paid as a general superintendent which was overhead expense not covered as an increased cost.

Section **1—17** of the contract, entitled "changes in work" provided, among others, that payment for the extra work would include "the actual cost of labor, including foremen". The contract also provides that Claimmant was to receive as compensation a fixed percentage fee "to cover the cost of supervision".

There is no evidence that Respondent knew, during the construction, that Walter was designated as a foreman although Respondent knew that Walter was on the job every day doing foreman-type duties. Walter was paid

out of the general corporate fund of Claimant indicating Claimant's belief, at the time, that Walter's salary constituted general overhead and supervision. Furthermore, the change orders submitted by Claimant and agreed to by Respondent did not claim Walter's salary as an item of cost. Claimant first raised the issue of Walter's salary about 2½ years after the agreed change orders. Claimant insists that Walter's position on the general corporate payroll and its failure to request his salary as an item of cost was an oversight.

It is the opinion of this Court that Walter's salary is an item of cost to be paid by Respondent. The necessity of a foreman and more than one foreman was contemplated by the parties in the contract. The necessity for payment for foremen was evidenced by the fact that Respondent agreed to and did pay for one foreman. Walter's work as a foreman was known by Respondent by their day to day observation of him (although they may have regarded him as a general superintendent). The architect attested to the fact that Mr. Walter spent most of his time on the job together with Borg's regular superintendent. It is clear to the Court that had Claimant assigned a different person as foreman, Claimant would not have been refused that item of cost. Merely because Claimant assigned one as foreman who had previously been general superintendent should not be the basis for refusal of an actual item of cost for Claimant. Claimant's oversight in not properly listing Walter originally is understandable in view of the sudden nature and large nature of the additional work.

The Court does not agree with Respondent's contention that Walter's salary was a separate extra item which necessitated advance knowledge and agreement. An extra is an item of construction and all such extras

were, in fact, agreed to in advance on a cost plus basis. The salary of an individual is not a separate extra but is merely an item of cost of an extra and, therefore, did not require specific agreement.

Therefore, the Court makes an award of **$14,566.00** as to this claim.

Count 11—Claim for an increase in contractors' fees.

The stipulation of the parties indicates that the contract provided that for unforeseen extras, Claimant would receive a **15%** fee for costs for its own forces and a **5%** fee for subcontractors' work. These fees were for the purpose of paying Claimant's overhead, supervision and profit. Each of eight change orders submitted by Claimant and accepted by Respondent showed that Claimant was to be **paid** a **15% fee for work done** by **its own forces and** a **5%** fee for work done by its subcontractors.

Claimant submitted a claim for an additional 5% fee on subcontractor work based on the following in the contract:

"To the cost under (c) there shall be added a fixed fee *agreed* upon not to exceed 15% of the actual cost of the work." (Emphasis added.)

Claimant contends that the unforeseen caisson work was unusually difficult requiring intense planning and that, therefore, a fee of more than the agreed upon **5%** would be appropriate and claims that the change orders signed by Claimant, claiming only ***5%,*** were the result of confusion or oversight.

The Court does not agree with Claimant's contention. The parties stipulated that the contract contained a provision for a ***5%*** fee in the case of changes in work not covered by unit.prices. This was the agreement contemplated by the words "agreed upon" in the portion of the contract relied upon by Claimant. The change orders,

signed by Claimant, evidenced the agreement that the fee was 5%. The first claim made for an increase in fee was made long after the work was completed. Moreover, joint exhibit No. **26** indicates that the claim for an additional fee was made to cover the costs of David Walter's salary, with the implication that Claimant did not expect to receive both Walter's salary and an increased fee. Having awarded Walter's salary, it would be inappropriate to award any increased fees.

Moreover, neither this Court nor any other court is empowered to rewrite the contract of the parties. Having agreed to a 5% fee, Claimant is thereby limited to 5%, and the request for an increase is denied.

The Court having allowed the claim for Walter's salary, a sum of **$2,184.00** is awarded to Claimant since that was the agreed fee of 15% as contractor's fee for Walter's salary.

Count 111—Claim for interest paid on funds borrowed by Claimant.

During the course of construction, Respondent was late in making agreed-upon progress payments to Claimant, resulting in the necessity of Claimant to borrow money to pay subcontractors, at an interest cost of $3,724.77. Claimant claims these as additional costs compensable by Respondent.

Payment of interest as an out-of-pocket cost is no different than paying interest on an award. This Court has long held the State is not liable for the payment of interest on the amount of an award in that the same is a penalty.

In this case, the contract does not provide for any interest for late payments. Claimant has cited no cases

wherein the cost of loans required due to late payments is chargeable against the State. If Claimant had had sufficient capital, it would not have needed to borrow. If this claim was granted, the State would be in a position of paying interest costs for those contractors who have insufficient capital and not pay those contractors whose capital investment is sufficient. In reality, the cost of borrowing is immaterial. The cost of money is a cost that every contractor bears, whether or not he borrows money. This is a cost that every person who is entitled to the payment of a claim and who is subsequently awarded a claim by this Court has had to bear. And this Court has never awarded to a successful Claimant an award for the cost of money.

Therefore, the cost of borrowing money is not properly a cost of construction which is compensable and therefore, this claim will be denied.

It is the opinion of the Court that Claimant be awarded **$14,566.00** for a foreman's salary plus **$2,184.00** as contractor's **fee.**

An award, therefore, is made to Claimant in the amount of **$16,750.00.**

(Nos. 78-CC-1430, 78-CC-1876 cons.—Claims denied.)

DIANE K. ENGLISH, BARBARA JOHNSON LEVENS, Administratrix of the Estate of Scott A. Johnson, Deceased, and WILLIAM A. RANDECKER, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed* May 3, 1982.**

NACK, RICHARDSON & KELLY (WILLIAM A. KELLY, of counsel), for Claimants Diane K. English and Estate of Scott A. Johnson, Deceased.

DANIEL P. ERNST, for Claimant William A. Randecker.

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

HIGHWAYS—*standing water* on *highway—no proximate cause—claim denied.* The Court denied the claim for death and injuries resulting from automobile accident allegedly due to hydroplaning caused by standing water on State highway as the Claimants failed to show that the State's negligence, if any, was the proximate cause of the injuries and the contention that the collision was caused by hydroplaning was mere speculation.

PERSONAL INJURY—*burden of proof.* In an action for damages sustained when one person was killed and two others were injured in an automobile collision, the Claimants were required to prove that the accident was caused when one vehicle crossed the center line solely by reason of the accumulation of water on a State highway, and the Claimants failed to meet that burden of proof.

POCH, J.

These consolidated cases arise out of an automobile accident that occurred on September 18, 1977, which resulted in the death of Scott A. Johnson, and injuries to Diane K. English and William Randecker.

In cause No. 78-CC-1430, Diane K. English seeks $100,000.00 in damages for personal injuries, and Barbara Johnson Levens, Administratrix of the Estate of Scott A. Johnson, seeks $100,000.00 in damages for the wrongful death of Scott A. Johnson.

In cause No. 78-CC-1876, William A. Randecker seeks $100,000.00 in damages for personal injuries.

On September 18,1977, Claimant, Diane K. English, was driving her Chevrolet in a northwesterly direction along and upon U.S. Rt. 20, approaching a curve on the highway approximately two-tenths of a mile south of the junction of U.S. Rts. 20 & 84, northwest of Galena, Illinois. The State has stipulated that U.S. Rt. 20 at the

location of the accident was owned and maintained by the State on September 18, 1977. Passengers in the English vehicle were Kim Lawrence and Claimant, William Randecker. These three had just left a dance in Galena, where they were in attendance since 9:00 p.m. the previous evening.

As the English vehicle approached the curve on Rt. 20, Diane English noticed a southbound Ford Mustang approaching in its own lane of travel. As the cars were about 50 feet apart, the dimmer lights came on, the southbound Ford suddenly turned to the left and crossed the center line into the northbound lane of travel, and the two vehicles collided. The front end of the English vehicle collided directly with the passenger side of the Ford. As a result of the collision, Claimants English and Randecker were injured, as was the driver of the southbound vehicle Steven Glasgow. Scott A. Johnson, a passenger in the Glasgow car, was killed.

It was raining heavily at the time of the accident and Claimants contend that the accident was caused by the excessive amount of water that had accumulated on the highway during the rainstorm. Claimants contend that the accumulated water caused the Glasgow vehicle to hydroplane when it came in contact with the standing water on the highway. Hydroplaning is a phenomenon whereby an automobile literally rides on the water and is not in contact with the roadway surface. As a result, the automobile that is hydroplaning loses its "steerability". Claimants contend, therefore, that the accident was the result of a dangerous condition existing on the highway and that the State was negligent in designing, contracting and maintaining the highway and that it failed to warn of the dangerous condition, the gathering of water on the highway during rainstorms.

Trooper Gary Schap investigated the accident. He testified that about 15 minutes before the accident occurred he drove across the northbound lane of Route 20 in the area of the accident scene and his squad car hydroplaned as it came in contact with a standing pool of water which had accumulated on both lanes of travel at and around the accident scene. When he returned to the area after having been notified of the accident, he observed that the standing water was still present on both lanes of travel. There was a heavy rainstorm on September 17 and 18. He further testified that the area where the accident occurred was dangerous when water accumulated. Based on his training and experience in accident investigation, it was his opinion that the southbound Glasgow vehicle *must have* hydroplaned as it came in contact with the standing ponds that were present on the highway.

James Shaffer, a professional photographer, examined the scene following the accident. He testified that at about 2:00 a.m., some 45 minutes after the accident, there was a heavy rain and the roadway was wet, but that the only water accumulation he observed was located at the point where the vehicle came to rest after the collision, being the northbound lane of traffic. His testimony indicated that there were no water pools present in the southbound lane of traffic, being the lane from which the Glasgow car originally lost control and crossed the center line into the path of the English car.

From the testimony of trooper Schap and photographer Shaffer, the evidence concerning the question of whether or not there was accumulated water in the southbound lane of traffic at the point where the Glasgow vehicle lost control is conflicting. Even assuming, however, that there was water present in the area that would

be consistent with the theory that the Glasgow vehicle hydroplaned, there is no proof that the Glasgow vehicle did, in fact, hydroplane. William Alroth, a consulting traffic engineer, also speculated that hydroplaning occurred because of the conditions that existed. While these opinions appear reasonable, they nevertheless remain speculative and unsupported by sufficient proof.

Claimants English and William A. Randecker, the occurrence witnesses who testified, were unable to state that the Glasgow automobile struck a pool of water when it went out of control.

The only person who knew exactly why his car crossed the center line was Steven Glasgow, the operator, and he did not testify at the trial nor was his version of events made known.

Other evidence presented at the trial indicated that the Glasgow car was equipped with tires that were almost totally bald, and a bottle of whiskey was found in the car. This does not prove that the accident was caused by defective tires or drunk driving, but would only give rise to speculation.

Claimants contend, therefore, that the accident was the result of a dangerous condition existing on the highway and that the State is also negligent because it failed to warn of a dangerous condition, the gathering of water on the highway during rainstorms.

Claimants' burden in these cases is to prove by a preponderance of the evidence that the State breached its duty of reasonable care and that the negligence flowing from the breach proximately caused Claimants' injuries. *Estate of Brockman v. State* (1975), 31 Ill. Ct. Cl. 53.

The Court finds in light of the evidence which was presented Claimants have failed to prove that the Glasgow vehicle crossed the center line as the result of hydroplaning. There has been no showing, therefore, that the State's negligence, if any, was the ***proximate cause*** of the injuries complained of. Claimants' contention that the collision was caused by hydroplaning is speculation. The mere happening of an accident creates no presumption of liability against the State and that liability will not be imposed based upon speculation. ***Hobbs v. State, 388* N.Y.S. 2 729.**

For the Claimants to recover, they must prove that the Glasgow car crossed the center line solely by reason of the accumulation of the water. They have not sustained that burden of proof.

While the Court regrets the death of Scott A. Johnson, and the injuries to Claimants Diane K. English and William A. Randecker, these claims must be and are, hereby denied.

(No. **78-CC-1439—Claimant awarded $2,500.00.)**

WILLIE ROBINSON, Claimant, *v.* **THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Respondent.**

Opinion filed December 24,1981.

JAMES K. MAREMONT, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

BRIDGES—*falling concrete—underpass—claim allowed.* **The State was liable for the injuries sustained by Claimant when a piece of concrete fell onto her car while she was driving under a bridge on a State highway, as the State had reasonable notice of the deteriorating condition of the bridge and**

had installed plywood to protect traffic from falling concrete, but the amount awarded was reduced because of the questionable nature of the evidence pertaining to the injuries.

PERSONAL INJURY—*bridge—falling concrete—questionableinjuries—claim reduced.* **The questionable nature** of **the evidence of Claimant's injuries required that the amount awarded be reduced in action for injuries sustained when Claimant's automobile was struck by a piece of concrete which fell from a deteriorating bridge while Claimant was driving under the bridge.**

ROE, C. J.

This claim is based on alleged negligence of the State of Illinois, Department of Transportation, in the maintenance of the understructure of a bridge of the Kennedy Expressway overpassing Logan Avenue in Chicago.

Claimant testified that on February **23, 1977,** she **was operating an automobile going west on Logan** Boulevard under the Kennedy Expressway at **20** *to* **30** miles per hour when suddenly a piece of concrete fell upon the hood of her car. She became very scared and slammed on the brakes, causing her body to be propelled forward and backward. She got out of her car and noticed that a piece of concrete was resting on it, the concrete being an object of about five pounds in weight. She looked up and saw a big hole on the understructure of the Kennedy Expressway. The hole location looked "real clean" like "fresh cement." The hole roughly corresponded to the size of the piece of cement on her hood. She noticed no plywood or any other flooring under the expressway structure.

Gladys Algarian, an eyewitness to the incident, testified in substantial corroboration of Claimant's testimony. She further testified that she did not ever see a sign on Logan Boulevard warning against falling concrete, nor was Logan Boulevard ever blocked off.

The investigating Chicago police officer, Max Steele, testified that when he arrived on the scene he noticed Claimant's car with stones on its top, damage to the hood and a cracked windshield. He noticed no plywood on the underportion of the bridge. The Claimant, at the scene, was standing and walking with no observable injuries.

Robert Thurmaier, a civil engineer employed by the State of Illinois, testified that he worked in the bridge section for the bureau of maintenance which is responsible for maintaining State bridges in Cook County. He testified that as early as **1974** the State became aware that concrete was falling from the superstructure in question and that it was a continuous problem. The Department, in **1974,** placed plywood under the longitudinal joints of the bridge (those running parallel with the length of the bridge) in order to protect the public from falling concrete. However, the plywood did not cover the entire bottom of the superstructure inasmuch as the area showing deterioration of concrete tended to be that involving only the longitudinal joints. In **1975** the plywood disappeared and was replaced in **1976.** There are no records indicating disappearance of the plywood until February **23, 1977,** the date of the accident.

Thurmaier further testified that the placing of the plywood flooring to catch falling concrete was a temporary measure. Long-term repairs to the concrete understructure itself are available but were beyond the economic resources available to the Department.

The Department of Transportation's civil engineer whose duty it was to inspect bridges, Thomas Warnock, testified that in **1975** he noted as to the underside of the bridge,—"Minor breakout on underside of longitudinal joint near Southwest corner—not serious." He did not

then recommend repairs to the concrete itself, feeling that the plywood flooring adequately would protect persons under the bridge. In May 1977 (after the accident in question), he rated cracking on the bridge in question as "in poor condition." He felt that the longitudinal joints should be replaced. He did not, however, note crackage of concrete on the underside of the deck, but only noticed the problem under the longitudinal joints and the handrail parapet.

The optimum repair, according to Warnock, was to repair the concrete at the bottom of the substructure but repairs such as those are subject to the funds available. He further testified that once concrete begins falling, the vibrations of the vehicular traffic above it would contribute to its continuing to fall and unless repairs are made to the concrete itself, the condition will worsen.

On the issue of liability, it is our opinion that Claimant has proved by a preponderance of the evidence that Respondent had reasonable notice of the dangerous condition of the bridge in question and despite that notice negligently failed to repair the problem and that such omission was the proximate cause of Claimant's injury.

Respondent knew approximately three years before the accident that there was concrete falling from the underside of the bridge in question, as evidenced by the testimony of both State engineers. They knew that such a condition inevitably becomes worse.

Respondent argues that, although it knew that parts of the underside of the bridge were defective, that those parts were unrelated to the Claimant's accident and that therefore Respondent did not have knowledge that the

underside of the bridge in other areas was defective and further, that inasmuch as Claimant testified she saw no plywood, it must be assumed that the concrete fell from an area which was not noticeably defective. We do not agree.

Notice of falling concrete from the underside of the bridge is actual notice of a defective underside. Respondent knew that the condition, unrepaired, would worsen. Thus, the notice of a defect of part of a bridge becomes notice of the potential defects of the rest of the bridge.

Furthermore, there is no evidence that the concrete came from the unnoticed portion of the bridge other than Respondent's assumption that it must have because it came from the part unprotected by plywood. The testimony of Claimant and, even more important, the testimony of the investigating police officer was that there was no plywood present, at all, under the bridge. Thus, the concrete in question could have come from any part of the bridge, even from the longitudinal joint area.

Respondent was negligent in its failure to repair the concrete. The plywood "protection" was subject to disappearance and in fact was not in place at the time of Claimant's accident. It was, apparently, only lack of funding that prevented permanent repairs. Furthermore, Respondent never blocked off the street in question nor did Respondent post warning signs. Its failure to repair or otherwise protect the public from falling concrete constitutes substantial evidence of negligence.

On the issue of damages, the extent of Claimant's injuries are somewhat questionable. After the accident she was walking and standing at the scene and had no observable signs of injury. The injury was caused, not by

the impact of the concrete with the car, but by a sudden braking of the car by Claimant travelling at 20 to 30 miles per hour. It is questionable whether braking of a car by the Claimant at that speed can cause any severe injury of the sort here claimed. Claimant did not seek medical attention until five days after the accident when she saw Dr. Ralee Mamme, a chiropractor. She had soft tissue injury only—spasm of the muscles of the neck, shoulder, side and back, and headaches. She was treated by manipulative therapy, physiotherapy, and a cervical collar and rest. She was advised to stay away from her employment as a punch press operator until April 30, 1977, during which time she saw her doctor 10 times. She has no present pain. The doctor bill was $419.00.

In fact, Claimant stayed home from her employment until June 6, 1977, claiming she could not work because of pain in the neck and back. However, she discarded her cervical collar about two months after the accident and she was hospitalized from May 9, 1977, to May 16, 1977, for an unrelated kidney problem. Interestingly, she stayed off work for a total of 17 weeks, the same being the total weeks of sick pay allowed by her employer.

In our opinion, her injury could not have required being off work for more than four weeks. Her weekly salary was $172.40.

In accordance with the decision of this Court in *National Bank of Bloomington v. State of Illinois* (1980), 34 Ill. Ct. Cl. 23, Respondent is entitled to credit as a set-off the sum of $80.00 per week received by Claimant from her employer for sick pay or a total credit for four weeks of $320.00. Thus the net pay loss to Claimant was $369.60 Her other items of special damage are as follows:

Doctor bill	$ 419.00
Property damage	654.65

Because of the questionable nature of the evidence pertaining to her injury, we feel that Claimant is entitled to $2,500.00 as full compensation for this claim. So ordered.

(No. 78-CC-1455—Claimant awarded $9,768.29.)

LAURENCE SMITH, Claimant, *v.* THE **STATE OF ILLINOIS, Respondent.**

Opinion filed February 11,1982.

DI MONTE, BAKER & LIZAK (CHESTER LIZAK, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*wrongful* **discharge—no mitigation of damages—claim denied.** An award of back salary was denied even though Claimant had been wrongfully discharged, as there was no showing that he made any attempt to mitigate his loss.

SAME—overtime pay—claim denied. A claim for overtime pay which had been accrued at the time of the Claimant's wrongful discharge was allowed as that amount was owed, but Claimant had no right to any overtime during the period of his discharge as he did not perform any such work and to say that he would have would be speculative.

INTEREST—*back salay* **claim—interest denied.**

STATE EMPLOYEES BACK SALARY CLAIMS—*attorney* **fees** *denied.* Claimant's request for attorney fees based on contention that untrue statements were made in action based on wrongful discharge was denied as the statute allows such fees upon motion made within 30 days of judgment or dismissal and therefore claim was premature and would be denied on that basis.

ROE, C. J.

This is a claim for back pay for an employee wrongfully discharged by the Illinois Department of Mental Health and Developmental Disabilities (hereinafter referred to as DMHDD) at Chicago-Reed Mental Health Center. Claimant was employed as a full-time

medical technician by DMHDD. He was discharged on May 12, 1975, and after litigating the matter through the Civil Service Commission, the circuit court of Cook County and the Illinois Appellate Court, the Illinois Appellate Court determined that Claimant was wrongfully discharged.

At the hearing the parties were in agreement for the years 1975 through 1977 for the amounts due, and their computations were as follows:

	Est. DMHDD earnings	Actual earnings	Total due
1975	$ 5,792.00	$ 1,508.00	$ 4,284.00
1976	9,396.00	7,342.00	2,154.00
1977	10,068.00	16,861.00	-0-
	Subtotal		$ 6,438.00
	Add vacation pay due upon termination		960.78
	Total		$ 7,398.78

The disputed issue is as to pay for the year 1978 from January 1, 1978, through May 31, 1978, amounting to $4,460.00 in salary and $304.05 in vacation pay due by reason of termination of employment or a total of $4,764.05.

Claimant testified that prior to his discharge he was employed as a Medical Technician 11. He worked the shift from 4:00 p.m. to midnight. During this time he was a full-time day student, a fact known by DMHDD.

After the decision of the Illinois Appellate Court, according to the departmental report, a representative of the DMHDD, Ronald Berg of the employee relations division, informed Claimant's attorney on March 10, 1978, to have Claimant report to his office for work

assignment immediately. The work assignment was to begin at 8:30 a.m. Claimant did not report to work.

On May 22, 1978, Berg of DMHDD, by letter informed Claimant that if he did not report to work before June 1, 1978, he would be terminated.

Claimant offered to come to work at 4:00 p.m. for the shift as he had previously been employed. This offer was apparently refused by DMHDD by letter of May 29, 1978, wherein Berg informed Claimant that he was to report to work at 8:30 a.m. no later than June 1, 1978. Claimant did not comply. Thereafter, in June of 1978, Claimant accepted a job at higher pay elsewhere.

During the period of January 1, 1978, through May 31, 1978, Claimant was a full-time student. He was admittedly not employed and admitted to making no efforts to obtain after-school employment because he felt it was more important to devote his time to his studies. His studies had not changed in any way to indicate that more time was needed to be spent in school than had been in the past when he did work. His other employment commencing in the third week in June was after he was out of school.

Claimant contends that the oral request to return to work on March 10,1978,was not supported by competent evidence, the same having been introduced by way of a departmental report offered into evidence at the hearing and tentatively admitted into evidence with the reservation that counsel for Claimant would be allowed seven days to file any objections he may have had. Rule 14 of the Rules of the Court of Claims provides that departmental reports are ***prima facie*** evidence of the ***facts*** contained therein (emphasis added). We recognize that there is some potential for abuse of this rule, note the

objections and replies regarding the admission of this departmental report, and have accorded it the weight and consideration we feel it merits.

The request to return to work was apparently for a day shift. The DMHDD knew that Claimant was a day student and could not work the day shift. We find that this request and the written requests of May 22,1978, and May 29, 1978, were not appropriate offers to reinstate at the same position. The same position was for the shift beginning at 4:00 p.m. under the known circumstances of Claimant's current and past status of being a full-time day student. However, Claimant's claim for 1978 back pay fails for a different reason. Respondent is not liable for that period because of Claimant's admitted failure to mitigate his losses during 1978. This case is different from *Padgett v. State* (1979), *33* Ill. Ct. Cl. 92, wherein we found that Claimant's attendance at school was evidence of mitigation. In that case the Claimant did seek other employment and did find some part-time work. In the case at bar Claimant did not even seek other work. Also, in *Padgett* we noted that there was no evidence to suggest that the Claimant would have found work had he not gone to school and that no authority was cited to suggest that a person who has been wrongfully discharged from State employment is prohibited from attempting to educate himself in order to fit into the job market. In the case at bar Claimant was attending school prior to his discharge and there was no indication his studies changed in any way. For the same reason that income from a second job held prior to and after a wrongful discharge is not set off in mitigation, Claimant's schooling is not mitigation.

Claimant also seeks overtime pay, interest, attorney fees and such other and further relief as he is entitled to

under the law. First, with respect to overtime pay the record indicates that Claimant had at the time of his discharge accrued **$205.67** in overtime. This amount has not been liquidated and we find he is owed it. No compensation is due Claimant for any overtime during the period of his discharge. He did not actually perform overtime and to say he would have would be too speculative.

Second, we find that Claimant is not entitled to interest. We have consistently denied claims for interest in the absence of a statute expressly subjecting the State to such an obligation. None was proffered and none was found by us. The claim for interest is denied.

Third, Claimant, in his brief, makes claim for attorney fees pursuant to section **41** of the Civil Practice Act (Ill. Rev. Stat. **1977,** ch. **110,** par. **41**), on the basis that untrue statements were made. Said section provides that a court may award such fees upon motion made within 30 days of judgment or dismissal, Therefore, this aspect of the claim is premature and is denied on that basis.

Claimant is hereby awarded the sum of **$7,604.45** (seven thousand six hundred four dollars and forty-five cents) plus appropriate employer contributions and less appropriate employee deductions as computed in Appendix A attached hereto and incorporated herein.

APPENDIX A

Identification of State contributions and deductions from back salary award

To the State Employees' Retirement System:

Employee's contribution to State Employees' Retirement System	1010.24

Employee's contribution to FICA	444.77
State's contribution to State Employees' Retirement System	1719.07
State's contribution to FICA	444.77
To Illinois State Treasurer to be remitted to Internal Revenue Service:	
Claimant's Federal income tax	1520.89
To Illinois Department:	
Claimant's Illinois income tax	190.11
To the Claimant:	
Net salary	4438.44

Total award $9768.29

(No. 78-CC-1481—Claim denied.)

BOYS FARM FOUNDATION, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 9, 1981.

THOMAS F. LONDRIGAN, for Claimant.

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

CONTRACTS—*rate* increase after payment for services—claim denied. The claim for a rate increase after payment for residential care services under contract with Department of Children and Family Services was denied as Claimant had accepted payment at the original rate and sought an increase later and Claimant should have known that the State's promise of a retroactive increase was contingent upon approval by the State and the approval of the increase was not applicable to the period for which payment had been made.

Poch, J.

This claim arose from the provision of services by Claimant, Boys Farm Foundation, to Respondent State of Illinois pursuant to a contract during Fiscal Year 1976 (July 1,1975, through June 30,1976). During that period, Claimant provided residential care services to State wards placed by the Department of Children and Family Services (DCFS).

The record indicates that the contractual rate agreed upon by the parties for Fiscal Year 1976 (FY 76) was $20.38 per child-day of service provided. On May 26, 1976, DCFS director Mary Lee Leahy granted Claimant a rate increase of $3.24 per child-day, retroactive to May 1,1976. The rate increase of May 26,1976, was granted in compliance with Department regulations' and is not at issue.

Thereafter, Claimant requested an additional rate increase to cover expenses of hiring additional personnel required by the Department during FY 76. After the rate increase of May 26,1976, and prior to September 3,1976, director Leahy met with Claimant's executive director David Herren and DCFS deputy director David M. Bankard. During this meeting, director Leahy instructed Bankard in Herren's presence to resolve Claimant's new request for an additional rate increase.

Subsequently, on September 3,1976, Bankard wrote a memo to Herren promising "to pay the amount, if any, granted by the Director retroactive to January 1, 1976." On November 17,1976, director Leahy authorized a rate

---

'The record indicates that payment to private agencies by DCFS for any given fiscal year may be made during that fiscal year, or during the three months following if there are funds remaining from the prior fiscal year appropriations. DCFS had adequate funds remaining to pay the claims presented here.

increase of $3.83 per child-day but set the effective date of the adjustment as July 1, 1976, the first day of Fiscal Year 1977 (FY 77).

Claimant filed this action to recover the amount of $4,611.32, which represents the sum it would have received if the $3.83 increase had been paid beginning January 1, 1976, rather than July 1, 1976. Respondent moved to dismiss the action and for summary judgment on the theory that Bankard's representation about retroactive application was *ultra vires*, that the DCFS director alone is authorized to approve rate increases, and that director Leahy's letter of November 17, 1976, superseded the commitment contained in Bankard's memo of September 3, 1976. Claimant likewise filed a motion for summary judgment. For the reasons set forth below, Claimant's motion for summary judgment is denied, and Respondent's motion for summary judgment is hereby granted.

Claimant argues that this is a case where payment was not made during the fiscal year, nor during the three-month grace period, only because documents supporting the charges were not presented before the appropriation lapsed. Claimant contends that, since the commitment to pay the new rate retroactive to January 1 had been made by Bankard during the grace period, the new rate subsequently approved by director Leahy is payable from January 1 out of the FY 76 funds. Claimant cites *Anken Chemical and Film Corp. v. State of Illinois* (1969), 26 Ill. Ct. Cl. 487, in support of this proposition.

Accepting Respondent's claim that the DCFS director is the sole person authorized to grant rate increases payable from Department appropriations, the Court finds that the statement to Bankard by Leahy in Herren's presence constituted, with respect to this single request,

an express delegation of her exclusive authority to set rates. Nevertheless, that delegation was subsequently and effectively revoked before the new rate was finally approved by Leahy on November 17, 1976. Bankard himself indicated in his memo that he would be unable to resolve this matter without a rate approval by the director. That rate approval came on November 17, but not until director Leahy had made it abundantly clear that FY 76 charges were no longer payable. Thus, Claimant should have known as early as September 3 that the promise of retroactive application was contingent on the approval of a new rate by director Leahy. This is not a case where Claimant only failed to submit a statement for charges at a prevailing rate; it is instead a case involving application for a rate increase in a sum uncertain to which Claimant may or may not have been entitled at the time the application was made. We cannot acknowledge the rate approval and at the same time ignore the language limiting retroactive application to July 1. That language correctly reflected the law concerning fiscal appropriation and superseded Bankard's commitment of September 3.

Thus, the action becomes a claim for a rate increase after payment for services at the agreed-upon prevailing rate, and *Klingberg Schools v. State of Illinois* (1979), *33* Ill. Ct. Cl. 184, controls because Boys Farm Foundation accepted payment at the original per diem rate.

The motion of the Respondent for summary judgment is hereby granted.

(No. 78-CC-1482—Claim dismissed.)

CARL W. CLAYCOMB, a minor, by his father and next friend, Durrad W. Claycomb, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 31, 1981.

RANDALL B. EHLERS, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION AREAS—fall from swing—State not negligent—claim dismissed. The Claimant failed to show any negligence on the part of State in action for injuries sustained when swing at State park broke and the claim was dismissed, since the State is not an insurer of those using parks and State will be held liable for injuries only when State has actual or constructive notice of dangerous conditions.

PERSONAL INJURY—fall from swing—state park—no negligence—claim dismissed. A claim for injuries sustained when swing at State park broke was dismissed as Claimant failed to show that State had actual or constructive notice of dangerous condition.

HOLDERMAN, J.

Claimant in this cause was a 14-year-old boy when he sustained an injury while using a swing at the Moraine View State Park on May 27, 1978.

The injured individual and his parents were using the facilities at the State park for which Claimant's father had paid an admission fee.

The evidence indicates that the swing had been inspected by a State employee on May 18, 1978, and was found to be in good condition. There is also evidence to the effect that shortly before Claimant began using the swing, a park patron also inspected the swing set and allowed his grandchildren to swing on it.

Claimant had been on the swing approximately five minutes when the chain broke. A witness testified that

Claimant had been "popping" the swing and jumping out of it.

This Court has repeatedly held that the State of Illinois is not an insurer of all persons using its facilities. It is the State's duty to exercise reasonable care and maintenance of its parks. This Court has previously held that the State must have had either actual or constructive notice of the defect that caused the injury for which a claimant is seeking to recover.

Moraine State Park consists of approximately 1,200 acres and is maintained by the State of Illinois for the use and entertainment of the public. In the cause at issue, the evidence shows that on May **18, 1978,** nine days before the accident in question, the swing had been inspected by a State employee and found to be in good condition. The record is devoid of any evidence showing that the State had either actual or constructive notice of any defect in the chain that later broke and caused Claimant's injury.

In the case of ***Finn v. State of Illinois, 24*** Ill. Ct. Cl. **177,** there is a lengthy discussion of the duty of the State toward individuals using State parks. The Court held that the State "is not an insurer against accidents occurring to patrons while using the park facilities" and that "before the State can be held liable for an injury on property maintained by it, it must have actual or constructive notice of the dangerous or hazardous condition." This case cites numerous decisions in the Court of Claims to the effect that Respondent is not an insurer of persons using park facilities and that the State must have actual or constructive notice of an alleged danger.

Based upon the decisions in the above cases, it is the Court's opinion that Claimant has failed to show any

negligence on the part of the State or that the State had either actual or constructive notice of the defect complained of, and an award is hereby denied. This cause is dismissed.

(No. 78-CC-1514—Claimant awarded $6,181.27.)

JOHN D. SIMPSON CONSTRUCTION CO., INC., A Delaware Corp., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 17, 1982.

HERSCHBACH, TRACY, JOHNSON, BERTANI & WILSON (RAYMOND E. MEADER, of counsel), for Claimant.

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

BRIDGES—*emergency contract for repair—stipulated settlement.* The claim for balance due on emergency contract for bridge repairs was settled on basis of stipulation of parties where the actual costs exceeded the original estimate and the State agreed that the additional cost was fair and reasonable.

POCH, J.

This cause comes before the Court on a joint stipulation submitted by the parties hereto. The parties have agreed to an entry of an award in the amount of **$6,181.27.** We concur.

Claimant, John D. Simpson Construction Company, was hired by the State of Illinois Department of Transportation (IDOT) to repair the McDonough Street Bridge and bridgehouse (bridge) in Joliet, Illinois.

The bridge had been damaged on April **9, 1976,** to such an extent that it was unusable by vehicular and pedestrian traffic. In addition, the movement of river traffic was impaired.

Because of the emergency nature of the repairs, a contract was let to Claimant under exemption (3) of section 6 of the Illinois Purchasing Act (Ill. Rev. Stat. 1979, ch. 127, par. 132.6). Thereunder, IDOT was not required to let the job out under competitive bidding procedures.

At the time of Claimant's contract, it was estimated that repair costs would be around $65,000.00. The total cost of repair however was $71,759.07. IDOT has paid $65,577.80 to Claimant, leaving a balance due of $6,181.27.

When payment was not forthcoming, Claimant filed this action against the State which after amendment sought the sum of $9,556.13 representing the balance of the repair costs plus interest.

IDOT has reviewed the additional costs incurred by Claimant in its repair and has found them to be fair and reasonable.

In agreeing to the stipulated award, the Claimant has waived its rights to any interest attributable to IDOT's failure to pay the balance of the repair costs.

The Court having reviewed the stipulation together with the supporting documentation attached thereto agrees that an award should be entered.

It is hereby ordered that an award of $6,181.27 (six thousand one hundred eighty one dollars and twenty seven cents) be, and the same hereby is, entered on behalf of John D. Simpson Construction Company in full and final satisfaction of any and all claims which are the subject matter of the complaint herein.

(*No.* 78-CC-1534—Claimant awarded $4,916.73.)

TERRY KULTCEN and NORMAN KULTCEN, d/b/a B & K Enterprises, Claimants, *v.* THE STATE *OF* ILLINOIS, Respondent.

Opinion filed March 22, 1982.

CAPWELL, BETHELSEN, NOLDEN & CASANOVA, LTD. (JAMES A. PITTS, of counsel), for Claimants.

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

NEGLIGENCE—*proximate cause defined.* Where an individual's alleged negligence does nothing more than furnish a condition by which injury is made possible, and an injury is then caused by a subsequent act of a third person, the two acts are not connected, and the existence of the condition is not considered a proximate cause of the injury.

SAME—*expressway stall—tow by emergency vehicle—collision—claim allowed.* The evidence established that the State emergency vehicle operator was negligent in failing to use statutorily mandated methods of ,towing a stalled truck off of expressway and that negligence was the proximate cause of the damages which occurred when the truck collided with the towing vehicle.

HOLDERMAN, J.

This claim is for damages allegedly incurred by Claimants as a result of an accident on July 29,1977. The truck in question was a 1974 White Freightliner tractor-trailer, leased by Claimants.

On the date in question, Mr. Julian Corday, a truck driver who was employed by Claimants, was hauling steel coils on a trip from Portage, Indiana, to Oak Creek, Wisconsin. Corday, who was an experienced driver, was proceeding north on the Dan Ryan Expressway when he noticed that his fuel tank was empty and he attempted to locate a service station. He exited on the westbound Eisenhower Expressway and, while proceeding up the ramp, the engine stalled. The driver then positioned the semi next to the left retaining wall and engaged his emergency brake. In approximately one-half hour, a

Department of Transportation tow truck arrived and offered assistance.

The driver of the tow truck, Ross Cannetello, was an experienced State employee, having spent 17 years with the Department of Transportation driving an emergency patrol vehicle. On the day of the accident, he was accompanied by Edward Pagausch, a trainee with the Department of Transportation. They were in the process of patrolling the expressways on a regular programmed route when they noticed a backup of traffic on the Dan Ryan and discovered Claimants' semi on the ramp.

A short discussion ensued between Cannetello and Corday after which Cannetello decided to tow the semi up the ramp and down a slight incline away from the flow of traffic.

Up to this point, there exists practically no controversy between the parties. Cannetello did take charge of the situation and removed the disabled truck that was impeding the flow of traffic on the highway.

Corday recalls telling Cannetello, "We got some air. We could probably stop it once." Cannetello recalls asking Corday, "if he had enough brake pressure to hold until we were able to get beyond the decline, and he said, yes."

There were several alternatives in which this situation could have been handled; (1)by securing gas to put in the stalled truck which would have necessitated the truck being on the ramp additional time and causing still more traffic congestion; (2) towing the semi with a 15-foot chain; or (3) using a tow bar which was present.

It is Claimants' contention that Respondent, by towing the semi with a 15-foot chain as opposed to the

tow bar, violated section 15—110 of the Illinois Vehicle Code (Ill. Rev. Stat., ch. 95½, par. 15—110) and that said violation was negligence *per* **se.**

The statute provides, in part, as follows:

"(a) When one vehicle is towing another, the drawbar or other connection shall be of sufficient strength to pull all the weight towed thereby and the drawbar or other connection shall not exceed 15 feet from one vehicle to the other, except for the connection between any 2 vehicles transporting poles, pipes, machinery or other objects of structural nature which cannot readily be dismembered.

(b) Outside a business, residential or suburban district or on any controlled access highway, no vehicle other than a pole trailer or a semitrailer which is being towed by a truck tractor and is connected by the means of a fifth wheel shall be towed on a roadway except by a drawbar and each such vehicle so towed shall, in addition, be coupled with 2 safety chains or cables to the towing vehicle. Such chains or cables shall be of sufficient size and strength to prevent the towed vehicle parting from the drawing vehicle in case the drawbar should break or become disengaged."

It **is** Respondent's contention that State employees are exempt from complying with the provision in the statute above cited and, in support of their position, cite the following:

"Unless specifically made applicable, the provisions of this chapter, except those contained in Section 11—204 and Articles IV and V of this chapter, shall not apply to persons, motor vehicles and equipment while actually engaged in work upon a highway . . ."

The question then resolves itself as to whether or not the statute referred to by Claimant does exclude the State and also whether the State was negligent in using the chain instead of the tow bar.

Cannetello determined to tow the semi with a 15-foot chain which he attached to the tractor. The tow truck then pulled the semi up the ramp and **as** they proceeded down the decline, traveling approximately two miles per hour, the tow truck was unable to keep the chain taut and the semi (which, including the cargo, weighed approximately 70,000 pounds) collided with the tow truck and sustained **$3,693.63** worth of damage,

together with lost profits computed by Claimant, and not contested by the Respondent, of **$1,223.10.** The total claim is in the amount of **$4,916.73.**

It is Respondent's contention that the proximate cause of the accident was the fact that Claimants ran out of fuel and not the action of the State's employees in using a chain instead of a tow bar.

From the testimony at the hearing, it is evident that Cannetello and Corday were concerned with whether the semi could brake. They were both aware that once a diesel truck shuts down, it is no longer compressing air for the brakes; and they were both aware that when that happens, the diesel has a limited amount of air to be used in connection with any future braking operation.

In order to recover in a suit against the State, a Claimant must prove by a preponderance of the evidence that not only was Respondent negligent, but that Claimant was free from contributory negligence and the Respondent's negligence was the proximate cause of the accident and the damages.

The law in the State of Illinois is well settled that where an individual's alleged negligence does nothing more than furnish a condition by which injury is made possible, and an injury is then caused by a subsequent act of a third person, the two acts are not connected, and the existence of the condition is not considered a proximate cause of the injury. See ***Watson v. Byerly Aviation, Znc.*** (1972), 7 Ill. App. 3d 662; ***Ray v. Cock Robin, Znc.*** (1973), 10 Ill. App. 3d 276.

Claimant cites the case of ***Barango v. Hedstrom Coal*** Co. (1956), 12 Ill. App. 2d 118, 138 N.E.2d 829, wherein the appellate court stated that the prior statute which required two safety chains was remedial and

should be liberally construed. The court held that the statute was a safety measure passed for the benefit and protection of all users of public highways, and explained the duty of a tow truck operator further as follows:

"Irrespective of any statutory requirement, a truck operator engaged in towing another vehicle is performing an act of potential danger io other operators and pedestrians, and persons using a dangerous instrumentality are required to exercise care commensurate with the danger to be apprehended, in order to prevent injury to others." 12 111. App. 2d 118, 127, 138 N.E.2d 829, 833.

Claimant states that because the Illinois towbar statute is designed (1) to protect a class of persons to which the Claimant belongs; (2) to protect the particular property interest which was invaded; (3) to protect that interest against the kind of harm which has resulted; and (4) to protect that interest against the particular hazard from which the harm resulted, Cannetello's violation of the statute was negligence per *se*.

It is clear from the record in this cause that after Claimant had parked his truck in such a manner that it was partially out of the traveling area, the Respondent's agent took over. It was the decision of Respondent not to use the tow bar even though one was present, but to use the tow chain, despite the fact the truck was on an incline and despite the fact that it was an extremely heavy vehicle.

It is the Court's opinion that Respondent, having once taken charge of the removal of the vehicle in question, was under the duty to take every precaution necessary to prevent any incidents such as that which occurred.

It is also the Court's opinion that the proximate cause of the accident was the failure of Respondent to use the tow bar, and as a result of said failure, the accident occurred. The Court further believes the Claim-

ant was free from contributory negligence and that the proximate cause of the accident was the act of Respondent.

An award is hereby entered in favor of Claimant in the amount of $4,916.73.

(No. 78-CC-2183—Claimants awarded $7,415.39.)

FILOMENA ABASOLO *et al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 15, 1981.

DESPRES, SCHWARZ & GEOGHEGAN (THOMAS H. GEOGHEGAN, of counsel), for Claimants.

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

STATE EMPLOYEES *BACK SALARY* CLAIMS—*pay raise—disputed effective date—stipulation—claim allowed.* **The class action arising from a dispute as to the effective date of a pay increase under a collective bargaining agreement was settled on stipulation of parties and the prior order of the Court disposing of the matter would be vacated.**

HOLDERMAN, J.

The claim herein was filed as a class action lawsuit against the State of Illinois on December 14, 1978. The class consists of two hundred fifty-five (255) nurses who were employed by the Department of Mental Health and Developmental Disabilities (DMH/DD) between November 1 and December 21, 1976. The dispute arose out of the effective date for the implementation of the

substantive provisions of a collective bargaining agreement relating to salary benefits.

DMH/DD had contended that the provisions became effective when it signed the agreement on December 22, 1976. The union which represented the employees covered by the agreement contended that the effective date was governed by the terms of the contract which read as follows:

"The provisions of this agreement shall become effective on November 1, 1976 and shall continue in effect subject to the provisions here."

The matter was ultimately submitted to an arbitrator who decided that the November 1, 1976, date was controlling. Because the decision of the arbitrator was made after the end of FY 77, the covered employees who were affected by the salary provisions could not be paid by DMH/DD since the funds had lapsed. The employees involved then filed this claim for the salary benefits granted by the contract between November 1, and December 21, 1976.

This case had previously been decided by this Court on April 20,1981. In that opinion, the Court certified the class and granted an award. Pursuant to the stipulation of the parties filed November 7, 1980, the award fund was distributed to those class members who were indicated eligible for payment by a listing prepared by DMH/DD and attached to the stipulation. Because the class members had agreed to withdraw their claims for some of the salary benefits contained in the contract, some of the class members were not eligible for any payment and this Court made no award to them.

On May 19, 1981, within the time allowed by law, the parties filed a joint motion to vacate citing two reasons for the vacation. First, not all of the class

members affected had been listed on the attachment filed in the November 7, 1980, stipulation. Second, the class members had agreed among themselves to a ***pro rata*** distribution of any award made by this Court.

The parties have since filed another joint stipulation which includes all the class members and indicates the amounts of the ***pro rata*** distribution to each class member.

The issues before this Court are whether its prior opinion disposing of this matter should be vacated and, if so, whether the stipulation of the parties now before this Court should be approved.

It is first noted that the motion to vacate was timely filed. The first reasons for vacation regarding missing class members is important. The purpose of a class action lawsuit is to insure equal treatment to members of a defined class of persons who submit common questions of law and fact to a court which then determines the merits of the class claim. To exclude any member of a class because of unintentional oversight would defeat the common purpose in class action litigation.

The second reason for vacation involves the distribution of the award fund. Class action lawsuits are involved pieces of litigation. No other element of these kinds of cases is subject to more complexity than proof of damages. While a determination of liability may be readily made, the amount of liability can take much longer to determine. Where the parties in such litigation can arrive at a mutually agreeable amount of damages together with a method of distribution of that amount to the class members, it is the function of a court to approve or disapprove the parties' plan based on the fairness and reasonableness thereof.

The nature of the liability in a class action case is different from the usual situation involving individual parties. The liability of the defendant or defendants is to the class as a whole, not to any specific member of the class. This is the essence of class litigation. Where, as in the case herein, the liability and the amount of damage *to the class* is stipulated, the class as a whole should properly share in the amount of damages agreed to by the parties.

This is especially true where the stipulated amount of damages is less than the amount originally claimed by the class. In such a situation, a *pro rata* distribution assures a proportionate share of the a'mount recovered to each class member.

After due consideration of the request of the parties, this Court is willing to grant the vacation in order that relief may be given in accordance with the expressed intentions of the class members. Because the Court is now assured that all affected members of the class have been included and that the method of distribution is fair and reasonable, this Court orders as follows:

1. The Court's opinion of April 20, 1981, is hereby vacated.

2. The Court certifies this controversy as a class action, the class of which is composed of 255 nurses employed by DMH/DD between November 1, and December 21, 1976, who were eligible for certain salary benefits under a collective bargaining agreement known as RC-23.

3. Pursuant to the stipulation of the parties an award is entered on behalf of the aforesaid class in the amount of $7,415.39 (seven thousand four hundred fifteen dollars and thirty nine cents) in full and complete satisfaction of any and all claims arising under the complaint herein.

4. The award fund so created shall be distributed to the class members as set forth on Attachment A affixed to this opinion after appropriate additions and deductions have been made to each distribution as required by State and Federal law.

5. The Court's order as entered this date is final and binding on all parties.

It is so ordered.

ATTACHMENT A

Distribution to Class Members of Award Fund

Total award claimed:	**$10,422.42**
Total award fund:	**7,415.39**

Calculation of distribution multiplier (DM)

$$DM = \frac{\text{Total award fund}}{\text{Total award claimed}}$$

$$DM = \mathbf{0.71}$$

Calculation of pro rata share (PRS) of award Fund

PRS = Original amount claimed **X** DM

Amount of pro rata distribution:	$ **7400.60**
Balance remaining in fund:	$ **14.79**

Total members in class: **255**

Distribution of balance of fund

$0.06 to first **204** class members:	**$12.24**
$0.05 to remainder:	**2.55**
Total balance	**$14.79**

Recapitulation of distribution of award fund

Pro rata distribution:	**$7400.60**
Fund balance distribution:	**14.79**
Total distribution:	**$7415.39**

(No. 78-CC-2252—Claim denied.)

RICHARD J. FRANCO, Claimant, **u. THE STATE OF ILLINOIS,** Respondent.

Opinion filed* December *30, 1981.

TERRENCE **G.** DRAUT, of PRATT, CALABRESE & O'DONNELL, for Claimant.

TYRONE C. FAHNER, Attorney General (MARSHA J. COPORASO, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*shoulder of* road—hole—personal injury—state had *no* notice—claim denied. The claim for personal injuries sustained when Claimant's motorcycle left highway and struck hole in shoulder was denied as Claimant failed to prove that State had reasonable, actual or constructive notice of alleged defective condition of shoulder of road.

POCH, J.

This is an action for personal injuries suffered by Claimant. Evidence conceiving the facts was heard by a commissioner of this Court. The following summarizes the evidence.

On July 4, 1978, Claimant was operating a motorcycle in a northerly direction on Illinois Route 12, near its intersection with Route 59 in Lake County, Illinois. His friend, Anthony DeMuro, was also operating a motorcycle in the same direction. They were on their way to a Fourth of July picnic in Wauconda.

Claimant was traveling in the left lane slightly behind and to the left of DeMuro. In his discovery deposition, Claimant stated that DeMuro was riding behind him. At the hearing before the commissioner, Claimant testified that DeMuro was to his right. Both were traveling about 45 to 50 miles per hour. Both Claimant and DeMuro noticed a 2' x 4' board lying about 1½ feet on the left lane of the highway. They each noticed the 2' x 4' board which was about 30 to 40 feet away. Claimant swerved to his left to avoid the 2' x 4' board on the road and went down to the left shoulder of the road when he struck what he described as a hole in the shoulder of the road. The shoulder was constructed of gravel and was an inch or two lower than the road. The hole was about 4 or 5 inches deep and about a foot in diameter.

From the testimony and photographs, it appeared that the hole was the difference in elevation between the gravel portion of the shoulder and the beginning of the paved portion of the shoulder. Claimant had travelled about 30 feet on the gravel before striking the depressed area. When he entered the shoulder, he did not apply his brakes, because he feared going into a skid but attempted to stop by releasing the gas pedal and attempting to steer his way out of the shoulder. When he struck the depression, he flew over the handlebars of his motorcycle and sustained his injuries. Lake County Deputy Sheriff, Myron Wimmer, testified that Claimant told him that Claimant had struck a bump in the road. Officer Wimmer observed no holes in the road and no objects on the road. There were no skid marks, the pavement was dry, and there were no observable obstructions to Claimant's vision. Claimant was taken by ambulance to Condell Hospital, treated as an out-patient and released. His injuries consisted of severe scrapes on his back, elbows and foot.

His medical expenses and property damage to his motorcycle were paid by insurance except the towing and pharmacy bills.

Claimant testified that he lost five weeks of a summer job but was unable to supply any proof to substantiate his loss.

The claim is predicated on the State's duty to maintain the shoulder of the highway in a reasonably safe condition.

In order to recover, Claimant must prove that the State had reasonable, actual or constructive notice of a defective or dangerous condition of the shoulder of the road. The record in this case is totally devoid of any evidence of either actual or constructive notice.

In the opinion of the Court, Claimant has failed to sustain the burden of proof and therefore the claim is hereby denied.

(No. 79-CC-0667—Claimant awarded $100,000.00.)

DONALD L. ADAMS, Administrator for the Estate of Barbara J. Adams, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 23, 1981.

HARLAN HELLER, for Claimant.

TYRONE C. FAHNER, Attorney General (**SUE MILLER,** Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—stop sign missing—collision—award allowed. The maximum award was allowed for decedent's death in an intersectional collision where evidence established that State had both actual and constructive notice that stop sign controlling intersection had been down for at least 72 hours prior to collision and decedent was not contributorily negligent in proceeding through intersection.

CONTRIBUTORY NEGLIGENCE—***stop sign missing—decedent not contributorily negligent.*** Evidence presented established that decedent was not contributorily negligent in proceeding through intersection at which stop sign was missing, as decedent was driver of careful habits and there was no evidence that she saw any other vehicle approaching or knowingly drove into dangerous situation.

HIGHWAYS—stop sign missing—State had notice. Although State is not insurer of accidents upon highways, it does have responsibility to correct defects of which it has actual or constructive notice and evidence clearly established that State had both actual and constructive notice that stop sign was missing at intersection where fatal crash occurred and dangerous condition existed.

PERSONAL INJURY—***driver has duty to look and see things obviously visible.***

POCH, J.

Claimant brings an action sounding in tort pursuant to section 8(d) of the State of Illinois Court of Claims Act

(Ill. Rev. Stat. 1979, ch. 37, par. 439.8(d)). Claimant is the administrator for Barbara J. Adams, who was killed in an automobile accident which occurred at the intersection of Route 128 and U.S. Route 40, three miles east of Altamont, Illinois. Illinois Route 128 north of U.S. Route 40 divides the counties of Effingham and Fayette in the State of Illinois. The accident occurred when the decedent, Barbara Adams, proceeded on Route 128 in a southerly direction onto U.S. Route 40 where her vehicle was struck by a westbound vehicle being operated along and upon U.S. Route 40. The decedent died of the injuries sustained in the automobile accident on September 3, 1977.

Claimant alleges that the State was negligent in many respects, but essentially the claim revolves about the State's claimed negligence in failing to replace a stop sign that had been knocked down at the intersection of Illinois Route 128 and U.S. Route 40, and which controlled southbound vehicles on Route 128 as they entered the intersection of Route 128 and U.S. Route 40.

Claimant alleges, and the State does not dispute, that the stop sign governing southbound traffic on Illinois Route 128 was not standing for a period of several days prior to the accident resulting in the death of Claimant's decedent. On August 29, 1977, the Monday before September 3, 1977, Tim Trigleth observed that the stop sign controlling southbound traffic on Illinois Route 128 was missing. Trigleth transversed Route 128 going to and from his place of employment. Joe Hartobben, an Altamont police officer, observed that the stop sign was damaged and was not standing on August 30, 1977. Hartobben radioed the Effingham city police, who in turn confirmed that the State police had been advised that the stop sign was down.

September 3, 1977, was on a Saturday. On the preceding Wednesday, Shirley Warner noticed that the stop sign was missing. On cross-examination, Mrs. Warner stated she did not call anyone about the sign being down, because there was a lot of construction going on in the area, so she didn't think anything about it. She didn't recall exactly what kind of construction was going on, but there were people working on the road, and she would see construction people out there when she would drive through the area where the stop sign was located. She said the construction people were "back pretty far from the intersection" on the Wednesday before the accident, and that she didn't recall what they were doing. Their truck was orange. The witness recalled seeing men working on the road shoulders "doing something there", but the witness didn't "recall exactly whether it was repaving or what".

James Wernsing, an Illinois Department of Transportation employee, testified that on August 29, 1977, there was work being done on Illinois Route 128 north of U.S. Route 40. The State employee was named Metzger. Metzger lived in Fayette County. In order to get from Vandalia to Route 128 and to get from Route 128 to Vandalia, Metzger would have had to pass the intersection of Routes 40 and 128. According to the records of the Department of Transportation, Metzger and his co-employee, Shelton, were cleaning dirt and debris by hand methods on Route 128 north of the intersection of Route 128 and Route 40. Metzger and Shelton would have been out of the truck, picking up trash along the road and loading it onto an orange State truck.

An expert witness called by the plaintiff, Paul Box, a traffic engineer, inspected the intersection and examined photographs of the intersection. Mr. Box identified a

traffic manual effective and in force during the year 1977 relating to highway sign responsibilities of the State of Illinois. Box testified that it was a custom and practice among public agencies that safety signs such as stop signs should be replaced after having been knocked down or damaged within 36 hours.

Respondent does not dispute the evidence of Claimant, but argues that there was no evidence that the Respondent had "actually been contacted" regarding the damaged sign. Respondent argues, "it is clear from the evidence, or lack of it, that the State did not have actual knowledge of this dangerous condition". Respondent argues "there is some indication that State crews may have been in the area of the intersection of Route 40 and Route 128, but there is nothing to show this conclusively."

There is some evidence that the State had actual notice that the stop sign in question had been damaged. Joseph Hartobben testified, without objection, that he radioed the Effingham city police, who confirmed that the State of Illinois had been notified that the stop sign was down. This evidence was not objected to or rebutted in any way by the State of Illinois.

In addition to the direct evidence of notice, which was not rebutted, and perhaps more importantly, there was evidence that at least two State highway maintenance employees drove through the intersection on August 29, 1977 (the Monday before the collision). It is not disputed that at the time the Department of Transportation employees went through the intersection, the stop sign controlling the southbound lane of traffic on Route 128 was missing. It is uncontradicted that the failure of these employees to report the fact that the sign was down did not comply with the standard of care required of DOT Employees. The presence of Department of

Transportation employees at the intersection at times when the State concedes that the stop sign was missing should give constructive notice to Respondent of the absence of the sign. *Visco v. State of Zllinois* (1953), *21* Ill. Ct. Cl. 480.

Respondent relies on *Pyle v. State of Illinois, 29* Ill. Ct. C1.133, in suggesting that the State was not shown to be negligent in the case at bar. In *Pyle,* the stop sign was down **29** hours. In the present case, the stop sign was down for at least six days. This Court has imposed liability on Respondent where the State had constructive notice of defects. *Visco v. State of Zllinois* (1953), 21 Ill. Ct. Cl. 480.

We believe, in the case at bar, that the State had both actual and constructive notice that the stop sign was down for at least **72** hours prior to the unfortunate accident in which Claimant's decedent was killed.

Respondent argues, however, that Claimant's decedent was negligent and that recovery should be barred due to her contributory negligence. The record shows that the view of a driver travelling in a southerly direction on Illinois Route 128 was partially obscured by vegetation and plants on the east right-of-way of Illinois Route 128. The stop sign controlling southbound traffic on Route **128** as it intersected **U.S.** Route **40** from the north was down as Mrs. Adams approached the intersection. There was some evidence that a passenger in Claimant's vehicle saw a vehicle travelling diagonally on **U.S.** Route 40 prior to the accident. There is no evidence, however, that Barbara Adams saw any such vehicle or was alerted to the north boundary of the intersection which is the subject matter of this claim. There is no evidence that Barbara Adams proceeded "blindly" or knowingly drove into a dangerous situation. On the

contrary, the evidence was clear that Barbara Adams was a driver of careful habits. We find that Claimant's decedent was, at the time of the accident, free from contributory negligence.

Although it is clear that the State is not an insurer of all accidents upon its highways, the State does have a responsibility to correct dangerous defects of which the State has actual or constructive notice. *(Finn v. State of Illinois,* 24 Ill. Ct. Cl. 177; *Perlman v. State of Illinois,* 33 Ill. Ct. Cl. 28; *Stedman v. State of Illinois,* 22 Ill. Ct. Cl. 446; *Weygandt v. State of Illinois,* 22 Ill. Ct. Cl. 478.) In the case at bar, the State had more than ample constructive notice, if not actual notice, of the absence of this stop sign which created an extremely perilous condition for traffic southbound on Route 128.

It is true, and this Court has repeatedly held, that drivers utilizing highways of the State are charged with the duty of looking and seeing things which are obviously visible. *(Pyle v. State of Illinois,* 29 Ill. Ct. Cl. 133.) However, the only evidence with respect to the view of Mrs. Adams as she approached the northern edge of the intersection with U.S. Route 40 was that her view of westbound traffic on Route 40 was at least partially obscured; there is no evidence that there was obvious danger to southbound vehicles which could be readily observed.

It should further be observed that the intersection in question was not an obscure rural intersection. This is an intersection of an Illinois highway with a U.S. highway from which the Court may infer that traffic was more than incidental.

The life expectancy of Barbara Adams at the time of her death was 39.5 more years, and the economic loss

sustained by her husband and children who survived her was in the sum of $273,320.00. This is far in excess of the applicable maximum award within the power of this Court.

Claimant is hereby awarded the sum of $100,000.

(No. 79-CC-0757—Claim denied.)

AUFFENBERC LEASING, INC., and **MEARL SHELTON,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 21, 1982.

THEODORE E. DIAZ, for Claimants.

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

HIGHWAYS—***traffic signal malfunction not prouen.*** Claimants failed to prove that traffic signal was malfunctioning at time drivers entered intersection and collided and claim was denied, as most probable cause of the accident was that one of the drivers failed to properly observe traffic light facing his vehicle and ran red light, and State could not be held liable for damages caused by such negligence.

POCH, J.

This claim is for property damages due to an accident which occurred March 18, 1978, at the intersection of Highway 159 and the west exit ramp of 1-64 in Fairview Heights, Illinois. There were two drivers involved in the accident, Dr. Peter Bartsch and Mearl Shelton.

Dr. Bartsch was driving north on Highway 159 and passing through the intersection with the west exit ramp of 1-64 at the time of the accident. Dr. Bartsch told police officers at the scene that the traffic light for his automobile was green as he went through the intersection.

Claimant Shelton was exiting 1-64 by the west ramp

to proceed south on Highway 159 at the time of the accident. He also claims his light was green as he went through the intersection.

Claimant Auffenberg Leasing, Inc., owned the car Dr. Bartsch was driving. Both Claimants therefore have brought this suit, alleging that the State was negligent in maintaining the traffic signals.

The extent of the Claimants' evidence is that Mr. Shelton testified that his light was green, the police officer testified that Dr. Bartsch said his light was green, and a passenger in a third car following Dr. Bartsch testified that he assumed the light was green, because the car in which he was riding did not slow down in preparation to stop for a red light. This witness never actually saw the traffic signals.

Respondent, on the other hand, presented evidence by the Illinois Department of Transportation that they had thoroughly checked the traffic signal following the accident and had determined that the system was operating perfectly. Mr. Waggoner, an electrical technician for the Department of Transportation, testified that this particular system was equipped with a back-up system that automatically switches the lights to a flashing red signal if the normal system fails and two green lights appear in conflict to each other. Mr. Verschuyl, the electrician who serviced the lights, testified that the secondary system was working perfectly when he checked, and it had not been tripped by conflicting green lights.

Evidence was also received as to the damage suffered by the owner of each vehicle.

It is the opinion of the Court that it is more probable that one of the drivers failed to properly observe the

traffic light facing his vehicle and ran a red light. While the evidence indicates this was most likely done inadvertently by the driver who believed he had a green light, the Respondent cannot be held liable for the damages caused by the negligence of one of the Claimants. For the foregoing reason, the claim is denied.

(No. 79-CC-0779—Claim denied.)

STANLEY J. CARROLL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 26, 1982.

STANLEY J. CARROLL, ***pro se***, for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—*temporary* assignment pay—claim denied. The Bureau of Employee and Labor Relations had no authority *to* make determination of claim for vacation days and personal leave days at rate of position to which Claimant had been given temporary assignment, therefore Bureau's decision to pay Claimant one-half of what he was seeking was void and decision made at next preceding level of grievance procedure, denying claim, would be upheld.

ROE, C.J.

This cause coming on to be heard on the motions to dismiss filed by the Respondent, due notice having been given and the Court being advised;

This is a claim by a State employee for back salary, specifically temporary assignment pay. The motion to dismiss states that temporary assignment pay is not covered in either the rules of the Department of Personnel or the pay plan. The claim is made pursuant to Article **XV** of Collective Bargaining Agreement RC-14, effective July 1,1977, through June 30,1979. Said contract was not

attached to the complaint, nor was there a statement as to why it was not attached to the complaint as required by the Civil Practice Act. Respondent did not supply the Court with the contract either but did file with the departmental report a copy of the Department's interpretation of the provision at issue. Although it does not come within the purview of Rule 14 of the Rules of the Court of Claims, we think it should be part of the record.

In pertinent part the interpretation explains as follows:

> "Finally, temporary assignment pay is to be granted only for hours worked, and not paid time off. For example, if a Clerk II is receiving temporary assignment pay as a Clerk III, and a holiday falls on his/her regularly scheduled work day, that holiday would be paid the Clerk II's normal base rate, and not at the Clerk III rate. This would apply also to sick days, vacation time, and other authorized paid days off. However, if that same employee was scheduled to and did work on a holiday during the temporary assignment period as a Clerk III, any subsequent 'comp day' used as equivalent holiday time off would be paid at the Clerk III rate. The same approach would be used for compensating compensatory time off earned as a result of overtime in a higher level classification while on a temporary assignment."

The Claimant was on temporary assignment from a Computer Production Controller I to a Computer Production Controller III while another employee was on leave of absence. Having already been paid at the lower rate for vacation days and personal leave days, he now seeks the difference between the lower rate and the higher rate of the Computer Production Controller III position. In resolving this matter, it appears from the grievance report of the Department of Personnel (submitted as part of the departmental report) that he went through steps Nos. 1, 2, and 3 of the grievance procedure. Then the grievance went to the Department of Personnel, Bureau of Employee and Labor Relations where it was decided to pay one-half of the amount sought by the Claimant "in lieu of arbitration of the subject matter."

By its first motion to dismiss, Respondent seeks to have the Court deny the claim because it allegedly is improper based upon the interpretive bulletin quoted above. However, it was the same Department of Personnel, Bureau of Employee and Labor Relations which both wrote the interpretive bulletin and decided Claimant should be paid at one-half of what he is seeking. No explanation for its change of position on the issue was offered, except that the decision was arrived at "in lieu of arbitration." Both the interpretive bulletin and letter notifying the Department of Revenue were under the name of the same person, Peter D. Vallone.

The RC-14 contract, out of which this claim arises, provides for an ultimate decision to be arrived at by final and binding arbitration. As we have previously held, binding arbitration of State employee grievances is illegal. However, the grievance herein did not reach that level. We know of no authority granted to the Bureau of Employee and Labor Relations to make a determination of this type. The rules of the Department of Personnel provide that the director has that authority. Lacking the authority to make such a determination, the decision of the Bureau of Employee and Labor Relations is void.

Therefore, we must turn to the decision at the immediately preceding level which was in accordance with the interpretive bulletin and denied Claimant the relief sought. Therefore we deny this claim.

(No. 79-CC-0797—Claimant awarded $130.40.)

THEODORE E. DESCH, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 24, 1981.

THEODORE E. DESCH, pro *se*, for Claimant.

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

HIGHWAYS—*pothole—blown tire—claim allowed.* **Claimant was granted the amount sought to compensate him for damage to his car incurred when he struck large pothole, as State was negligent in allowing pothole, a dangerous condition, to exist on highway, that negligence was proximate cause of Claimant's damage, and since condition had existed for long period of time, State had constructive notice of condition.**

POCH, J.

This is an action to recover property damage to Claimant's automobile.

Claimant asserts that the damage to his automobile was caused by the failure of Respondent to properly maintain the street. Specifically, he alleges that his automobile struck a large hole.

At about 10:00 p.m. on March 3, 1979, Claimant, Theodore E. Desch, was driving west on Lake Street, at or near the 5000 block, in Melrose Park, Illinois. Riding with him as passengers in his 1978 Chevrolet were his wife, Donna Desch, and Mr. and Mrs. John Turner. Claimant testified that he was driving about 20 to 30 miles per hour and it was raining at the time.

When at the location, Claimant stated his automobile struck a large pothole which was filled with water. As a result of hitting the pothole, his right rear tire was blown out. The wheel was irreparably bent and the hubcap on the wheel was lost. After changing the tire, he examined

the pothole and found that it appeared to be four feet in diameter and about one foot in depth. He further testified that adjacent to the pothole, there were several flattened and rusty hubcaps which appeared to have been there for some time. His wife, Donna Desch, and his passengers, Mr. and Mrs. John Turner, corroborated his testimony.

Claimant's total loss was **$130.40.**

The Court is of the opinion that the State was negligent in allowing the pothole, a dangerous condition, to exist on the highway, and that the State's negligence was a direct and proximate cause of Claimant's property damage, and that this dangerous condition existed for a long period of time giving the State constructive notice of said dangerous and defective condition, and that the Claimant was in the exercise **of** ordinary care and was not guilty of contributory negligence.

Claimant is hereby awarded the sum of one hundred thirty and **40/100 ($130.40)** dollars.

(No. **79-CC-0951—Claimant awarded** $8,000.00.)

CARL PAYNE, Claimant, *u.* THE STATE **OF ILLINOIS,** Respondent.

Opinion filed December 3,1981.

ROBERT P. SCHULHOF AND ASSOCIATES (ROBERT P. SCHULHOF, of counsel), for Claimant.

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

LEASES—damage to home leased to house juveniles under supervision—claim allowed. **The State was responsible for damage done to Claimant's home which was leased to State's contract vendor to house juveniles committed to care and supervision of State, notwithstanding State's claim that Claimant was first required to act against contract vendor, since**

evidence clearly established that State repeatedly made offers to pay Claimant directly for damage and all lease contacts were through representatives of Department of Corrections which also set standards applicable to residence.

SAME—forbearance of Claimant was consideration for State's payment for damage. The forbearance of Claimant from filing suit against the State's contract vendor constituted consideration for State's agreement to pay Claimant for damages to residence which was leased to vendor to house juveniles who were committed to care and custody of Department of Corrections.

ROE, C.J.

Claimant, Carl Payne, owned a home in Carbondale, Illinois, which he leased to a corporation known as "Hillhouse, Inc." for use as a home for juveniles that had been committed to the care and supervision of the Illinois Department of Corrections.

In mid-1978, certain juveniles that were housed in Payne's property pursuant to his lease with Hillhouse, Inc., willfully caused severe damage to the house, making it virtually untenantable. It is agreed by all concerned that the damage that was maliciously and wilfully done to the house was in the sum of $8,000.00. Although Payne's lease was with Hillhouse, Inc., the Department of Corrections repeatedly acknowledged to Payne their intention to pay for the damage he had sustained. After all, all of Payne's negotiations in connection with the lease of his house were with representatives of the Illinois Department of Corrections, and Payne testified that he assumed he was dealing with a State agency when he signed the lease with Hillhouse, Inc. Payne was mistaken. Hillhouse, Inc., is a private "vendor corporation" that contracts with the Illinois Department of Corrections to provide services and supervision pursuant to Department of Corrections guidelines.

After the Department of Corrections had agreed to

pay Payne's claim, it was discovered that the claim had lapsed and he was directed to file suit in the Court of Claims.

Respondent now takes the position that the only agreement that Mr. Payne entered into was an agreement with a private corporation, to-wit: Hillhouse, Inc., and not with the State of Illinois. Respondent concedes that in the agreement between the Department of Corrections and Hillhouse, Inc., the Department of Corrections agrees to hold Hillhouse, Inc., harmless "for any illegal acts of the wards placed in this home." Thus, Respondent suggests that this Court is an inappropriate forum for resolution of this dispute at this time and that suit should have been initiated against Hillhouse, Inc., so as to give rise to the obligation of the State of Illinois to hold Hillhouse, Inc., harmless.

We disagree. The record in this case clearly demonstrates that the State of Illinois has deemed itself responsible for this damage and has repeatedly undertaken to pay Payne and to discharge the obligation. All lease contacts with Payne were through representatives of the Illinois Department of Corrections. Standards applied in connection with the use of Payne's residence were dictated by the Illinois Department of Corrections. Payne unquestionably believed that Hillhouse, Inc., was an arm of the Illinois Department of Corrections. Respondent should not be permitted to "delay" its responsibility on the ground that no formal claim has been made against Hillhouse, Inc., in connection with the damages to Mr. Payne's property. Respondent also raises the question of whether or not the damage to Payne's property constituted "any illegal act" within the meaning of the hold harmless arrangement between the Department of Corrections and Hillhouse, Inc. Dealing with this last issue

first, it must be observed that there can be no question that the acts of which Mr. Payne complains were "illegal acts" within the meaning of the contract between the Department of Corrections and Hillhouse, Inc. Indeed, the acts constituted the malicious and wanton destruction of Mr. Payne's property. Therefore, Respondent's position with respect to the definition of "any illegal acts" must be rejected.

Finally, the record amply supports the position that the Illinois Department of Corrections, through its authorized agents, servants or employees, has fully accepted responsibility to pay the $8,000.00 in damages to Mr. Payne's house in consideration of Mr. Payne's forbearance to bring suit against Respondent's contract vendor. We deem the agreement of the Department of Corrections to pay and discharge this obligation to be binding and supported by consideration in that Mr. Payne did forbear to sue Hillhouse, Inc.

It is therefore ordered that Claimant be, and hereby is, awarded the sum of $8,000.00.

(No. 79-CC-0970—Claim denied.)

BROKAW HOSPITAL, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed April 16,1982.

YODER, YODER, ZANONI, FLYNN, PRALL & WILLARD, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*payment over contract amount did not estop State from denying liability.* The claim for services rendered under contract by hospital was denied notwithstanding Claimant's contention State was estopped from

denying liability by reason of fact that State had already made payments in excess of contract amount, as payment over contract limit is not such an extraordinary event as to allow doctrine of estoppel to be applied.

SAME—contract over-run—no award allowed. An award may not be made where the services which are the subject of a claim are in excess of amount for which State agency had contracted and there are no unobligated funds available at end of fiscal year.

POCH, J

This is a claim for services rendered by the Claimant, Brokaw Hospital, a region III-B hospital, to a patient pursuant to a contract with the Illinois Department of Mental Health and Developmental Disabilities (hereinafter the Department) for the fiscal year **1978.**

The parties have stipulated to the facts and have submitted the issue to the Court on briefs and stipulated documentation. That evidence shows that **a** written contract for services was entered into between Claimant and the Department on July **1, 1977.** That contract placed a ceiling **of** $50,000 on the amount to be paid to Claimant during fiscal year **1978.** The Department paid **$13,276.00** to the Claimant over the contract ceiling for services rendered to patients for fiscal year **1978.** There is no dispute that proper services were rendered to patient Winifred Vaighan totaling **$2356.00.** The claim was denied and this claim was thereafter filed.

The Respondent denies liability on the theory that the claim exceeds the maximum contractual limit of the Department. Claimant responds that the payment of **$13,276** over the contract ceiling operates as a waiver of that ceiling, and thus the State should be estopped from denying liability for the **$2356.00** claim herein.

From the stipulation of facts, it is undisputed that the claim exceeded the contract ceiling. Further, it is not

disputed that there is no authority for the Department to transfer funds from one region to another. There were no unobligated funds remaining to pay the claim.

The 1970 Illinois Constitution, article 8, section 2b, prohibits appropriations from exceeding available funds during any fiscal year. Section 30 of the State Finance Act (Ill. Rev. Stat. 1979, ch. 127, par. 166), prohibits any agency or department or office of this State from contracting to bind the State in any amount in excess of appropriated funds.

The payment of $13,276 over the contract limit does not estop the State from denying liability. State offices may be estopped only by extraordinary circumstances. The payment over the contract limit is not such an extraordinary event. ***People ex rel. Scott v. Chicago Thoroughbred Enterprises, Znc.*** (1973), 56 Ill. 2d 210, 220, 306 N.E.2d 7.

The Claimant has not shown any such extraordinary circumstances in the instant case that would allow the doctrine of estoppel applied herein. Furthermore, the Claimant knew or should have been aware that it had received payments in excess of its contractual limit. The Claimant cannot properly invoke the doctrine of estoppel.

This Court has recently held in ***Memorial Medical Center of Springfield v. State,*** ___ Ill. Ct. Cl . ___ (No. 80-CC-926, Dec. 8, 1981), that an award may not be made where the services which are the subject matter of the claim are in excess of the amount for which the State agency had contracted and where there are no unobligated funds at the end of the fiscal year. The instant facts are identical to ***Memorial Medical Center,*** and that

decision is controlling. The claim of Brokaw Hospital must therefore be denied.

The claim is denied.

(No. 79-CC-1016—Claimants awarded $437,841.81.)

TALANDIS CONSTRUCTION CORPORATION and UNITED PACIFIC INSURANCE COMPANY, Assignee of Talandis Construction Corporation, Claimants, *v.* THE STATE OF ILLINOIS and ILLINOIS BUILDING AUTHORITY, Respondents.

Opinion filed June 7, 1982.

GILMARTIN, WISNER and **HALLENBECK, LTD.,** for Claimants.

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

CONTRACTS—*delays—extra* ***expense—claim allowed.*** Where delays in construction contract were caused by State either by hold orders or mistakes in planning, extra expenses and damages incurred by Claimant were recoverable and award would be allowed on that basis.

DAMAGES—extra expenses—delays—claim allowed. The amount arrived at in circuit court action based on same facts was allowed as an award in action for extra expenses incurred by Claimant when State caused delays in completion of construction contract, where cause was first heard in circuit court but, on appeal, was held to be within the jurisdiction of Court of Claims.

INTEREST—*interest* ***on award denied—contract.*** A claim for interest because of the long delay in receiving payment was denied as there was no statutory authorization for payment of interest in the case.

HOLDERMAN, J.

On January **24,1968,** Claimant, a general contractor, entered into a contract to erect three buildings for the University of Illinois at Urbana, Illinois.

The largest and most complex building was the Small Animal Clinic. This structure comprised over

91,000 square feet of interior floor area for classrooms, offices, laboratories, and adjunct facilities. The clinic building included one level below the ground, a second story at ground level and a third story. The building was in the form of a cross with the arms of the cross being extended into the four points of the compass as a west wing, north wing, east wing and south wing.

The west wing of the clinic contained the distribution center for heating and air conditioning and a complex electrical control system with large electrical transformers necessary for operation of the equipment. From this control center, in the west wing of the clinic, distribution of electrical service, ventilating, and air conditioning was to be made to the entire clinic building and, by an underground pipe chase, to the hospital.

The second building, the Large Animal Hospital, comprised 25,000 square feet of interior floor area on a first story, with operating room and stalls for large animals, and with a second story hayloft and mechanical equipment room.

The third building was a boiler plant which enclosed 8,800 square feet of interior area for use as a central boiler plant. The boiler plant consisted of a one story and lower level boiler area with the cooling towers on the roof and was designed to be the location of the heating and air conditioning equipment.

Talandis started construction with preliminary site work, grading, and excavation preparatory to the beginning of the concrete work for the footings, columns, and slabs. In late spring or early summer of 1968, the IBA architect orally directed Talandis to stay away from the west wing area pending completion of certain drawings applicable to part of the west wing. The contractor

followed these directions, working in other areas and holding the work in the critical west wing area on the basis of these verbal instructions.

The reason for the change in the west wing was related to the fact that the University, the Illinois Building Authority, and the architect were planning for the eventual construction of an even larger project on adjacent land that was to be known as the Large Animal Clinic. Perkins & Will, the IBA architect, was architect for the Large Animal Clinic. The hold was occasioned by the redesign of the west wing of the Small Animal Clinic so as to accommodate an eventual connection between the Large Animal Clinic and the Small Animal Clinic. The Large Animal Clinic was not part of the construction contract with Talandis.

Pursuant to the instructions of the architect, Talandis stayed away from the critical west wing area until early August 1968. In that month, Talandis insisted on going forward in the held area unless a written hold order was issued. On August 15, 1968, Perkins & Will, the architect on the project, issued a written hold order.

After the issuance of the written hold order, the contractor repeatedly received assurances that the drawings would be released shortly. Acting on these assurances, Talandis proceeded with work in other areas of the job. As it turned out, the hold order was not released until March 31, 1969, seven and one-half months after work was stopped in the west wing.

It is the contention of Claimant that the west wing construction was critical to the work and that the coordination of the job depended upon its completion. Claimant further contends that the failure to release the hold on the west wing, for the extended period, completely

disrupted the job, and ultimately Talandis was working with the clinic building erected substantially in areas other than in the west wing, and there was nothing but a hole in the ground at the location of the critical mechanical, electrical and heating distribution center of the west wing.

Claimant alleges that as a result of the breach of contract on the part of Respondent, including the delays caused by hold orders, it was damaged in the amount of **$993,176.60.**

Claimant filed a lawsuit in the circuit court of **Cook** County attempting to recover said sum as damages. The Honorable Judge Emmett Mossissey held hearings covering a period of four months in August, September, October, and November **1975.** The transcript of these proceedings comprised some **1,582** pages, of which **1,425** pages were devoted to testimony and the remainder to argument on two separate dates. Forty-nine exhibits were offered by plaintiff, and defendant, Illinois Building Authority, offered **24** exhibits. Many of the exhibits were group exhibits and many exhibits contained multiple pages ranging from **20** to several hundred. The case was extensively briefed for the trial judge and on November **21,1975,** he heard arguments by counsel for both sides.

After additional briefing and argument on the issue of damages on December **9, 1975,** Judge Mossissey entered a judgment in favor of Claimant on December 10, **1975,** in the amount of **$437,841.81.**

The Illinois Building Authority appealed to the appellate court and raised the issue as to the jurisdiction of the circuit court of **Cook** County to hear said case. In the case of ***People ex rel. Resnik v. Curtis & Davis*** (1978),

58 Ill. App. 3d 28, 373 N.E.2d 772, a decision was rendered to the effect that a case of this nature should be filed in the Court of Claims. In ***Talandis Construction Corporation v. Illinois Building Authority*** (1978), 23 Ill. App. 3d 929, 321 N.E.2d 154, the appellate court entered its opinion to the effect that the Court of Claims had proper jurisdiction in this case and the circuit court of Cook County did not have jurisdiction in cases of this nature. After the petition for leave to appeal was denied by the Illinois Supreme Court, Talandis filed this action in the Court of Claims.

The parties have agreed that the evidence presented before the circuit court of Cook County and the exhibits that were offered by the parties could be taken as evidence in the Court of Claims with the proviso that both parties, if they so desired, could offer additional evidence.

The record consistently shows that the many delays in construction were caused by Respondent; in fact, one delay on a hold order was for over seven months. This did not include the time the contractor held up construction at the request of Respondent.

It is evident from the record that the construction of the west wing was vital to the continuation of the construction work. There are many causes for the delays—one of them being that Respondent did not have title to some of the property on which the construction work was to be done. This certainly shows a lack of preparation on the part of Respondent. In ***Wurchol Construction Co. v. State of Illinois*** (1979), 32 Ill. Ct. Cl. 679, this Court laid down the rule that delays in performance caused by the State creates a situation where the damaged party, Claimant, is entitled to an award. See also 30 Ill. Ct. Cl. 388.

This Court has previously held that when Respondent causes delays, either by hold orders or mistakes in planning, etc., which result in extra expense and damages to Claimant, then Claimant should be reimbursed.

It is the Court's opinion that the amount arrived at by the circuit court judge of Cook County, after four months of hearings, is reasonable. The record discloses how this figure was arrived at and while it does not meet the amount requested by Claimant, the Court believes it is a fair and reasonable award for damages incurred.

Claimant also requests interest because of the long delay in receiving payment for work done. This court, in ***Response v. State of Illinois*** (1978), **32** Ill. Ct. Cl. **209, 210,** held that the State is not liable for interest penalties unless such payment is specifically authorized by statute. There does not seem to be any statute authorizing the payment of interest in this case; therefore the claim for interest is denied. See also ***Toombs v. State*** of ***Zllinois*** (1977), *32* Ill. Ct. Cl. **205.**

An award is hereby entered in favor of Claimant in the amount of four hundred thirty seven thousand eight hundred forty one and 81/100 **($437,841.81)** dollars.

(No. 79-CC-1069—Claim dismissed.)

IOWA STATE BANK, claimant, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Order filed November 30,1981.

WENGER LAW OFFICE, for Claimant.

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

ESCHEATED WARRANTS—escheated warrant—claim denied. Claimant was not entitled to request a replacement warrant where it erroneously cashed for payee an outdated check which escheated to State since check had become void and applicable statute did not provide that Claimant was a party who could request replacement.

ROE, C.J.

This claim arises as a result of this Claimant erroneously accepting and cashing for the payee an outdated check which had escheated to the State of Illinois upon the expiration of six months following the original issue date. At the time of escheating to the State, the State warrant became void by operation of law and was no longer a negotiable instrument which could be properly negotiated.

As pointed out by the Respondent, section **10.10** of the State Comptroller Act (Ill. Rev. Stat. **1977,** ch. **15,** par. 210.10), provides in part that

"Only the person entitled to the original warrant, or his heirs or legal representatives, or a third party to whom it was properly negotiated or the heirs or legal representatives of such party, may request a replacement warrant."

Inasmuch as the warrant upon its escheating became void and no longer negotiable, there could be no proper negotiation of this warrant to the Claimant. Therefore, it follows that this Claimant is not entitled to request a replacement warrant under this statute.

We therefore hold that this claim must be and the same is hereby dismissed.

(No. 79-CC-1098—Claimant awarded $2,500.00.)

TOMAZA GARZA, Claimant, *u.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 9,1981.

ALAN C. MANDELSON, for Claimant.

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

PERSONAL INJURY—*fall—broken chair in waiting room—award allowed.* Claimant was awarded $2,500 for injuries to her ankle sustained when chair in waiting room of State building fell apart while she was sitting on it, as State was shown guilty of negligence under doctrine of *res ipsa loquitur* since presumption of negligence was not rebutted, and medical testimony established that Claimant suffered permanent injury.

ROE, C.J.

This is a personal injury action brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1977, ch. 37, par. 439.8(d)). From the evidence introduced at the hearing it appears that the Claimant, Tomaza Garza, on June 7, 1977, sat in a chair in the waiting room of the Illinois Building, 160 North LaSalle Street, Chicago, Illinois. The chair she sat on separated from the frame and the bucket portion of the chair tumbled with the Claimant onto the floor. Claimant appeared stunned at the time and indicated her head and legs were injured. She was taken to the Polyclinic by an employee of the Industrial Commission. She was treated several times at the clinic for a lump on her head and an injury to her legs. She testified that the black and blue areas on her legs remained for about two weeks. She also testified there was a knot on her left leg slightly above the ankle. Dr. Jeffery D. Feldstein testified that he examined Claimant in January or February of 1980 and that she complained of pain in her left ankle area where a lump had developed. In his examination, Dr. Feldstein found a fluctuant mass about the size of a quarter on the interior tibial surface of Mrs. Garza's leg about two or three inches above the ankle. The mass is part of the tendon sheath. He found no discoloration. He diagnosed this as a tenosynovial cyst which is usually caused by trauma. The cyst causes discomfort and pain, depending

on the amount of activity. Without surgical intervention, the cyst will remain in her leg although it may fluctuate in size. In Dr. Feldstein's opinion, the cyst could have been caused by the fall from the chair. The condition is permanent.

Dr. Feldstein described possible surgery to remove the cyst. A surgeon would charge **$750.00,** and a hospital stay of three or four days would be required at a daily charge of **$250.00** to **$500.00** plus miscellaneous costs. There are risks in the surgery, including death. The resulting incision might be **2.5** inches, and an indentation may be left where the cyst is removed. A surgical scar would be left.

At the time of the hearing, Mrs. Garza was **26** years old and had a life expectancy of **51.3** years.

The Court feels that under the doctrine of ***res ipsa loquitur*** the Respondent has been shown guilty of negligence. The presumption of negligence on the part of the State has not been rebutted by the Respondent. It appears from the medical testimony that Claimant has sustained permanent injury to her left leg in the area above the ankle.

Claimant is hereby awarded the sum of twenty five hundred and 00/100 **($2,500.00)** dollars.

(No. **80-CC-0031—Claim dismissed.)**

HEDY FREEMAN, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed December 17,1981.

STEINBERG & BURKTER, LTD. (STEVEN BLUM, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*duty of State to maintain highway does not extend to sidewalks.* State's duty to maintain highways by cutting and trimming trees which cause hazard for vehicular traffic does not extend to maintenance of sidewalks adjoining highways.

PERSONAL INJURY—*fall on sidewalk—tree root—state had no duty to maintain.* State had no duty to remove tree root from sidewalk and was therefore not liable to Claimant who tripped on root and fell on sidewalk and was injured, notwithstanding fact that State undertook to remove tree which was causing hazard to vehicular traffic, as State could not be placed in position of maintaining areas adjoining highways every time action was taken to remove hazards to vehicular traffic.

SAME—maintenance of sidewalks is responsibility of municipality in which sidewalks are located.

HOLDERMAN, J.

This matter comes before the Court for damages suffered by Claimant as a result of injuries received when she tripped over tree roots in a sidewalk in Skokie, Illinois.

The State requested the village of Skokie to remove the tree because some of its limbs were creating a dangerous situation on a State highway directly opposite the scene of the accident. The village refused to take any action and the State then removed the trees when it became imperative to do so to avoid possible accidents on the highway. The tree removal was done approximately three years before Claimant's accident which occurred on July 18, 1978.

Claimant has recovered the sum of $3,000.00 from the village of Skokie for damages suffered as a result of falling over the tree roots in the sidewalk.

Claimant's position is that the State, having voluntarily assumed the task of removing the tree, then assumed

responsibility for the roots which caused the injuries complained of.

The State relies largely on the following two cases: ***Pioneer Hi-Bred Corn Co. v. Northern lllinois Gas Co.*** (1973), 16 Ill. App. 3d 638, 306 N.E.2d 337. This was an action by a corn processing plant against the gas company for damages sustained for a gas explosion.

Plaintiff notified the gas company it was not receiving **45** p.s.i. required to operate his plant. The gas company checked it out and agreed. Defendant's agents inspected the equipment *to* determine whether the system could handle the pressure if a bypass of the regulator were used. They concluded the system could stand the increase in pressure if they bypassed the regulator. This was done on September 27,1967, and gas flowed without the regulator on plaintiff's property. On October **2,** the regulators were put back on but the pressure again decreased so, on October 12, the system was again put on bypass. In the evening of October **12,** a hose blew and the explosion occurred causing the fire damaging the plaintiff's property.

Plaintiff sued on the theory of negligence and breach of implied warranty. The trial court dismissed implied warranty and the case went to the jury on a negligence count. The jury held for defendant. Plaintiff appealed and the appellate court reversed and remanded for new trial on both counts.

The issue of implied warranty was extensively discussed by the court but it is irrelevant to the present case before the Court of Claims.

On the negligence count, plaintiff had alleged improper inspection of the heaters, hoses, appliances and service line.

The court said:

"The general rule is that although a distributor of gas is not ordinarily charged with the duty of inspecting or maintaining privately owned pipes or appliances in the building or on the property of its customers, if it undertakes to inspect pipes and installations on the property of the customer, it will be liable for its negligence in doing so." 16 Ill. App. 3d 638, 649-50, 306 N.E.2d 337, 346.

Further, the court said:

"Not only is there evidence that knowledgeable employees of the gas company were aware of the problem of needing to supply additional gas, but it is also clear they examined the facilities for the purpose of determining whether the pressure could be increased without damage, and from such examination made recommendations concerning the increase of gas pressure which were relied upon and accepted by the customer. If so, then it may be inferred the gas company, in the exercise of due care in inspecting the lines and facilities, should have discovered any improper hose clamps and warned the plaintiff of the potential consequences." 16 Ill. App. 3d 638, 651, 306 N.E.2d 337,347.

The appellate court reversed and remanded on the grounds of refusal to give an instruction offered by plaintiff and failure to allow to go to the jury on the theory of breach of implied warranty. However, on appeal to the supreme court, that court refused to remand the case for new trial holding the instruction was erroneous and that implied warrant of fitness applied only to goods sold. Here the pipes were not sold by the gas company, it was merely the gas that was sold. However, the supreme court did not quarrel with the general rule of inspection set out in the appellate court's decision. ***Pioneer Hi-Bred Corn Co. v. Northern lllinois Gas Co.*** (1975), **61** Ill. 2d **6.**

See also ***Nelson v. Union Wire Rope Corp.*** (1964), **31** Ill. 2d **69,** with reference to the duty of using due care in making an inspection.

Thus, a duty may arise where one never existed before, but the issue before this Court is whether the duty to remove a hazard to the traveling public on the

highway raised a duty to remove a danger on the pedestrian portion of the highway. This includes the question of whether the State has a duty to remove dangers from the sidewalks adjoining one vehicular portion of a highway or does that duty remain one charged against the city in which the sidewalk is located.

If it had no duty to remove the hazard on the sidewalk before cutting down the tree, none was created by virtue of overcoming the hazard on the vehicular portion of the highway. No one placed reliance on the State's conduct in removing the tree. A property owner who removes a hazard on his own property has no duty to pursue the hazard on his neighbor's unless his conduct was such as to mislead an innocent party into believing that he would pursue the hazard beyond his own boundaries. Such is not the case here.

To hold otherwise would require the State in carrying out its duty of removing snow from highways to also be compelled to remove the snow from adjoining sidewalks.

The cases cited by Claimant are not controlling here. The duty undertaken to inspect in a non-negligent manner is not akin to the case before this Court. The State undertook its duty to make the travelled portion of the highway safe for vehicular travel. The duty extended no further. Had the State undertaken voluntarily to remove the roots from the sidewalk, then it would have been compelled to do so in a non-negligent manner.

To carry the theory of the Claimant to its ultimate conclusion, it might be argued the fact that the State, by removing leaves, twigs or branches from the State highway, had assumed control of the entire tree and was therefore responsible for any accidents dealing with the

tree. To place the State in that position would mean that in the thousands of miles of State highways throughout the country, cities and villages, an impossible burden would be imposed upon the State and its source of revenue, the taxpayers of the State of Illinois.

It is interesting to note, in this connection, that Claimant took the position that the village of Skokie was responsible when a settlement was made in the amount of $3,000.00 for her injuries.

The Court is of the opinion that the acts required by the State Highway Department in maintaining and keeping the highway safe did not shift the burden of responsibility from the municipality to the State. Attention is called to the Illinois Municipal Code (Ill. Rev. Stat., ch. 24, par. 11—80—1), which places the responsibility of keeping and maintaining sidewalks upon the municipality in which the sidewalks are located.

It is the Court's opinion that the act of maintaining the street in a safe condition did not relieve the municipality of that duty nor did it place the burden upon the State.

Award denied. Claim dismissed.

(No. 80-CC-0055—Claimant awarded $3,695.16.)

EUGENE DEFFENBAUGH, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion *filed July* 13, *1981.*

RENO, O'BYRNE & KEPLEY, for Claimant.

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

NEGLIGENCE—*State employee is held to standard of ordinary care.*

SAME—collision with State snow plow—claim allowed. **The evidence established that driver of State snow plow failed to keep proper looltout for following vehicles when making turn and State was therefore liable for damage which occurred when plow struck Claimant's vehicle.**

POCH, J.

The Claimant brings this action seeking damages for property damage to his automobile, which was involved in a collision, while being driven by his wife, with a snow plow truck operated by the State of Illinois on December 8, 1978.

Prior to the hearing before a commissioner of this Court the Respondent, State of Illinois, admitted, pursuant to a request to admit facts that on December 8,1978, an employee of the State, Glenn F. Corbly, was driving a State truck snow plow east on Route 136, near Interstate 57 in Rantoul, Illinois. It was admitted that Corbly was acting in the scope of his employment and while so engaged he was involved in a collision with the Claimant's automobile, which was being driven by the Claimant's wife.

An evidentiary hearing was held before commissioner Barnes. The evidence adduced at the hearing showed that the State snow plow and Claimant's automobile were proceeding in an easterly direction on Route 136, which is a 4-lane highway with a concrete median strip where this incident occurred. Claimant's automobile, which was driven by his wife, proceeded to attempt to overtake the snow plow in the left-hand lane. The snow plow moved toward the center and then attempted a turn into an exit ramp, which was the wrong way. The snow plow was not engaged in any maintenance work at the time of the accident other than perhaps the reasonable inference of checking the high-

way for any drifting snow. The snow plow did not give any turn signal and was in the right lane when it began to turn left. The Claimant's wife tried to brake to avoid the impact. The Claimant's wife spoke to the plow driver who told her, "I didn't see you coming. I didn't think you would pass me that quick."

The damage to the Claimant's auto cost $3,695.16 to repair which included the cost of towing the vehicle from the scene.

The State did not offer any evidence in contravention to the Claimant.

The Claimant contends that the Respondent's employee was negligent in the operation of the plow which was the sole proximate cause of the collision. The State urges that in addition to the Claimant's wife's contributory negligence the provisions of section 11—205(f) of the Illinois Vehicle Code (Ill. Rev. Stat. 1977, ch. 95½, par. 11—205(f)), made the operator of the State vehicle immune from liability.

A review of the evidence shows that the Respondent's driver did not drive within a single lane, that he did not move from one lane without ascertaining that it could be done so with safety and that no signal was given of the intention to do so. These actions are violations of sections 11—709, 11—801, and 11—804 of the Illinois Vehicle Code (Ill. Rev. Stat. 1979, ch. 95½, pars. 11—709, 11—801, 11—804). A violation of the statute is *prima facie* evidence of negligence which can be rebutted. (*Csalany v. Senesac* (1968), 91 Ill. App. 2d 241, 234 N.E.2d 72.) This is a question of fact which will be resolved in the Claimant's favor because the State never offered any evidence to overcome the Claimant's evidence.

Section 11—205(f) of the Illinois Vehicle Code provides in part that:

"The provisions of the Chapter, . . . do not apply to persons, motor vehicles and other equipment while actually engaged in work upon the surface of the highway. . ."

The evidence shows that the driver of the plow did not have the blade down and was not in the process of removing any ice or snow from the highway or salting the surface at the time.

Even if the driver were engaged in work upon the highway, a State employee is held to a standard of ordinary care in the work being performed. (***Kloese v. State*** (1974), 30 Ill. Ct. Cl. 4, 8.) Therefore, Corbly was required to drive in a manner similar to an ordinarily prudent person under the like circumstances. The evidence shows that he did not do so where he failed to keep a lookout for following vehicles. His negligence is the proximate cause of the collision.

The State also alleges that the Claimant's wife was contributorily negligent. The Claimant states that his wife was in a bailor-bailee relationship and therefore any negligence of her's would not be imputed to him. (***Rains v. State*** (1965), 25 Ill. Ct. Cl. 130, 137.) The evidence shows that, regardless of the legal relationship between the Claimant and his wife at the time she drove the car, she was not negligent in the operation of the vehicle. Therefore, the Claimant shall recover for his loss due to the collision.

The evidence is not disputed that the Claimant incurred and paid $3670.16 to repair the vehicle and that he incurred and paid ***$25.00*** for towing charges. Since the amount of damages is not disputed the Claimant shall be awarded the sum of $3695.16.

(No. 80-CC-0121—Claim denied.)

NORTHWESTERN MEMORIAL HOSPITAL, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed February 4, 1982.

FOHRMAN, LURIE, SKLAR & COTTLE, for Claimant.

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

PUBLIC AID ***CODE—medical services—time barred—claim denied.*** Medical provider's claim for services rendered to deceased whose application for medical assistance had been submitted to Department of Public Aid was denied, as additional information requested by Department to determine eligibility was never provided by deceased or his spouse and medical provider could have no greater right to recovery than person through whom it was claiming a right to recovery.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent for summary judgment and Claimant's opposition to said motion.

Claimant seeks the sum of $73,962.53 for medical/hospital services provided to Mr. William Tietz during the period of October 15, 1975, to June 29, 1976. The complaint consists of several counts, each of which alleges a different theory seeking to impose liability upon the Respondent's Department of Public Aid.

William Tietz was admitted to Claimant's hospital on October 15, 1975. On November 18, 1975, Claimant submitted an application for medical assistance to Respondent Department of Public Aid in behalf of William Tietz and signed by Tietz' wife. On January 23, 1976, Respondent sent a written request to Mrs. Tietz for document information in order to determine whether Tietz was eligible for medical assistance; no response was received. On March 22, and on April 12, 1976,

further requests were sent by the Department to the applicant; again, there was no response. On April 12, 1976, Respondent wrote to both the Claimant and applicant to advise that it was unable to act on the application due to the failure of the parties to respond and that the application would be rejected unless a response was received within the next five days. Mrs. Tietz was also advised of the need for her to furnish the requested data.

On May 10, 1976, Respondent formally denied the application for assistance and sent notices thereof to both the Claimant and applicant's wife.

In Respondent's decision, Mrs. Tietz was advised she had 60 days within which to appeal the decision; no appeal was filed within this period.

On June 29,1976, William Tietz died. On September 11, 1976, Mrs. Tietz retained an attorney who wrote to Respondent on September 15, 1976, requesting reconsideration of the Department's denial of the application for medical assistance. The Department responded to this request on September 21, 1976, and Mrs. Tietz then filed a formal notice of appeal on November 12, 1976. She set forth as grounds for her delay in filing that she had been emotionally upset and that her previous attorney had failed to pursue her appeals rights. A hearing was held on December 27,1976, and on January 31,1977, a final administrative decision was entered that the Department did not have jurisdiction because of the applicant's failure to perfect her appeal within 60 days of the original denial.

On June 18, 1976, Claimant filed an action in the circuit court of Cook County requesting that a guardian be appointed for Mr. Tietz and that judgment for its services be entered against him. Respondent was not

joined in this action, and there is nothing to indicate that a guardian was, in fact, appointed. Thereafter, Mrs. Tietz filed a petition in bankruptcy scheduling the debt to Claimant as one of the liabilities therein. She was subsequently adjudicated a bankrupt and discharged. Claimant thereafter requested Respondent to reconsider the Tietz' application for medical assistance. The Department responded that it considered the new application invalid and the matter to be closed.

Claimant, by its action, is seeking a determination from the Court of Claims to be applied retroactively, that William Tietz was eligible for public assistance and that, additionally, Claimant is entitled to be compensated for services provided to Mr. Tietz.

The complaint sets forth five theories upon which it seeks to sustain these propositions. First, it contends that the failure to declare the decedent eligible for medical assistance is a ministerial act only (although it appears that Claimant is requesting this Court to ***mandamus*** the Department to perform the "ministerial" act). Second, Claimant is seeking an interpretation that an implied contract existed between it and the Respondent for the services provided. Third, Claimant seeks recovery on the basis of either ***"quantum meruit"*** or "unjust enrichment." Fourth, the applicant was not a "responsible representative" of the applicant and, therefore, her failure to appeal the Department's decision should be excused. Fifth, based upon the alleged emotional state of Mrs. Tietz, the Department "had a duty to wait in rendering its decision" until a "responsible representative was appointed guardian."

Both the Claimant and Respondent submitted arguments in support of their respective positions.

The Court is of the opinion that the record is clear in

that Mrs. William Tietz was given every opportunity to provide the data necessary to determine whether her husband was eligible for medical assistance. It is equally clear that she failed to submit the necessary information and there is no justifiable or logical reason given for not submitting said evidence.

The Court is also of the opinion that Claimant as a medical provider can have no greater right of recovery than the person through whom it claims ownership of this action—Mrs. Tietz. The failure of Mrs. Tietz to supply the data required by Respondent has enabled the statute of limitations to run.

Section **11—13** of the Illinois Public Aid Code (Ill. Rev. Stat., ch. **23,** par. 11—13), provides that a vendor must bring suit within one year from the date the cause of action accrues. The case of ***Landsman & Zaransky v. State,*** 27 Ill. Ct. Cl. **403,** adopts and incorporates the above section of the statute, said statute being section 22(b) of the Court of Claims Act, Ill. Rev. Stat., ch. 37, par. 439.22(b).

The Court is of the opinion that this objection, in itself, is sufficient to sustain Respondent's motion for summary judgment.

Respondent's motion for summary judgment is granted.

(No. 80-CC-0122—Claim dismissed.)

DAVID BADAL *et al*, Claimants, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Order filed May 7, 1981.

Order on deniul of rehearing filed* July *31, 1981.

LEON M. DESPRES, for Claimants.

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

STATE EMPLOYEES BACK SALARY CLAIMS—shortened work *week—remedies* not exhausted—claims denied. Claims of employees of Department of Labor who objected to institution of shortened work week schedule was dismissed as Claimants failed to exhaust administrative remedies available to them.

HOLDERMAN, J.

This matter comes before the Court upon Claimant's motion for summary judgment and Respondent's opposition to said motion.

There have been a multitude of motions filed by both sides in this cause.

Claimants were employees of the Department of Labor, State of Illinois, when, in June of 1975, the employment security administrator instituted a shortened work week schedule for these class members whereby they would work for four days a week taking one day off without pay. This schedule was to be effective for the month of June only.

There were approximately 1,500 employees affected by the order for the shortened work week. Claimant David Badal was one of six employees who questioned the validity of the shortened work week and was one of those to file a **claim.**

Claimants rely primarily on the case of ***Meade v.*** State (1979), 33 Ill. Ct. Cl. 112. In that case, Claimant exhausted all his remedies before filing his case in the Court of Claims. It is the Court's opinion that that distinguishes it entirely from the present case where Claimants did not exhaust the remedies available to them at the time of the action complained of by Claimants. It is also a fact that every Claimant had available to him the

same grievance procedure utilized by ***Meade.*** The failure of Claimant and other interested parties to follow the procedure outlined in the ***Meade*** case is not sufficient reason for the Court to make a finding in favor of Claimant,

A review of *Meade's* affidavit indicates that he went to great lengths and expense to attempt to right the wrong he felt had been done him. He exhausted his remedies under the department of personnel grievance procedure. He appealed to the Civil Service Commission. He filed a suit in circuit court, albeit for money damages. He filed a claim before this Court. He was dismissed. He petitioned for reconsideration and won. He took his case to trial. He briefed it and won an award.

The Court cites the opinions in case No. 76-CC-1071 and No. 76-CC-1083 and cases therein cited where claims were dismissed for failure to follow the statutory procedures set forth.

It is the Court's opinion that Claimants have failed to exhaust their remedies as outlined by the statute; therefore all motions heretofore not ruled upon are dismissed as is the claim filed by Claimants.

This cause is dismissed.

ORDER ON DENIAL **OF** REHEARING

HOLDERMAN, J.

This cause coming to be heard on Claimants' petition for rehearing and Respondent's response thereto,' due notice having been given and this Court being fully advised in the premises:

Finds that Claimants' petition for rehearing contains

no new facts or law which have not been previously submitted and considered by this Court.

It is hereby ordered that Claimants' petition for rehearing be, and the same hereby is, denied and this Court's order of May **7, 1981,** is hereby affirmed.

(No. **80-CC-0126—Claimant awarded** $50,000.00.)

DIVANE BROS. ELECTRIC CO., Claimant, *v.* **THE** STATE **OF** ILLINOIS, **Respondent.**

Opinion* filed October *16, 1981.

DALEY & GEORGE (EMIL PETERSON, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*delay of* work caused by State—stipulation—claimallowed. Based on a stipulation of the parties, the claim of contractor for damages caused by delays and change orders brought about by State was allowed.

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. The Claimant and Respondent entered into a contract onJuly **17,1977,** for electrical work to be done in the State Capitol. The work had to be delayed at various times in order to accommodate the meeting and work of the General Assembly.

The Claimant and Respondent have filed a joint stipulation in which they agree that this claim should be settled for $50,000.00.

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 fifty thousand dollars and no cents ($50,000.00) be awarded to Claimant in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause.

(No. 80-CC-0134—Claim dismissed.)

BEST SECURITY SERVICE, INC., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed May 13,1982.

COLLENS, WRIGHT, SAMUELS & KENNEDY, for Claimant.

TYRONE C. **FAHNER,** Attorney General (**JAMES M.** HOFERT, Assistant Attorney General, **of counsel), for** Respondent.

OFFICERS **AND** PUBLIC EMPLOYEES—*illegal acts—liability of officer.* Official acts of State officers are **acts** of State itself, illegal:acts are not, and when officer performs illegally or under unconstitutional act or under authority which he does not have, suit may be maintained against officer.

NEGLIGENCE—negligence is breach of legal duty. Negligence is breach of legal duty and it is immaterial whether duty is imposed by rule of common law or statute.

SAME—violation of statute designed to protect life and property is prima facie evidence of negligence.

OFFICERS AND PUBLIC ***EMPLOYEES—contract in violation of Purchasing Act— claim dismissed.*** Court of Claims dismissed action based on alleged negligence of State officer in contracting for security services in violation of Purchasing Act, as Purchasing Act is not type of statute from which standard of due care can be ascertained for purposes of establishing liability of State.

ROE, C.J

This cause coming on to be heard on the motion of Respondent to dismiss, the response thereto filed by

Claimant, and Respondent's motion to strike that response, it appearing to the Court that due notice has been given, and the Court being fully advised in the premises;

On July 6,1980, by order of this Court, the complaint was dismissed on motion of Respondent and Claimant was granted 60 days within which to file an amended complaint. On October 28, 1980, by order of this Court, Claimant's first amended complaint was filed ***instanter*** upon Claimant's motion. It is that second complaint which is the subject of the motions and objections now before us.

Claimant's amended complaint contains four counts alleging the following: that Robert Divito, an employee of Respondent, negligently, or in the alternative, wilfully and wantonly, solicited bids and entered into a contract for police and security force services, in violation of section 53 of the Civil Administrative Code and section 63b101 ***et seq.*** **of the** Personnel Code (Ill. Rev. Stat. 1979, ch. 127, pars. 53.7, 63b101 ***et seq.);*** that Robert Divito, an employee of Respondent falsely and negligently, or in the alternative, falsely and intentionally, misrepresented his authority to enter into a contract for police and security force services, and then executed the contract in violation of the aforementioned statutes.

Claimant brings this action as a result of a decision by the seventh judicial circuit, Sangamon County, Illinois, entitled ***Zllinois State Employees Association v. Robert Divito,*** No. 802-78, wherein the court held:

"1. Plaintiff's Motion for Summary Judgment is allowed.

2. Defendant's Motion for Summary Judgment is denied.

3. The contracting out of the services that gave rise to this matter is in violation of the State Purchasing Act, Ch. 127, 5132.6, and 132.9a Ill. Rev. Stat. 1977, 553.7 of the Civil Administrative Code, Ch. 127,553.7 Ill. Rev. Stat. 1977 and the defendants are without authority to contract out those services.

4. The Defendants and their deputies, agents, servants, and employees and successors in office be and they are hereby restrained from laying off certified security officers who are currently employed at the Tinley Park Mental Health Center and from contracting out the security function at the Tinley Park Mental Health Center to a private agency."

Respondent moved to dismiss based on its contention that, as a matter of law, where a State officer acts in violation of a State statute, his conduct is not to be regarded as the conduct of the State nor is any action against him to be considered an action against the State, and therefore Claimant cannot state a cause of action against Respondent, citing ***Sass v. Kramer*** (1978), **72** Ill. 2d **485,301** N.E.2d **975;** ***Moline Tool Co. v. Department of Revenue*** **(1951), 410** Ill. **35, 101** N.E.2d **71;** and ***Estate of Sitowski v. State*** (1980), ***34*** Ill. Ct. Cl. **87.**

Basically, Claimant takes the position in its response to the motion to dismiss that Respondent's position is not the law in this State and cites two instances where awards were made by this Court in cases involving State employees' negligent conduct in violation of a statute: ***Proulx v. State*** (1973), **28** Ill. Ct. Cl. **214,** and ***Womble v. State*** (1971), **27** Ill. Ct. Cl. **150.**

Sass v. Kramer, supra, was a case involving the issue of whether or not the State of Illinois was a defendant in the case where a State officer was a named defendant in his official capacity and the State was the real party in interest. The supreme court drew the following distinction:

"While legal official acts of State officers are in effect acts of the State itself, illegal acts performed by the 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 the State of Illinois." Supra, at 492.

In that case the Claimant had filed a two-count complaint asking first that the cloud on his title to a certain tract of land be removed and that title be quieted in him, and

secondly, that he be put in possession of the property. A bill had been signed into law providing for the release of the State's interest in the land to him upon payment of the fair appraised value of that interest. He contended that the act was unconstitutional and that the State officer's refusal to convey him title because he would not pay the appraisal price authorized maintenance of the action against the officer. The Court found that the gravamen of the plaintiff's complaint was his contention that title to the property was in him by virtue of the State's abandonment of its interests in the property. Therefore, the Court concluded that it was necessary for him to prove, and a court to find, that the property interest had in fact been abandoned or vacated by the State before the alleged unconstitutional provision of the act could constitute a cloud on the title and before he would be entitled to possession. The real parties in interest were the People of the State of Illinois, title to whose property was at stake. Thus the Court found that the action could not be maintained in any court except as provided in the Court of Claims Act.

Essentially, the State officer was not a proper defendant in the constitutional courts until it was determined that he was performing illegally or purporting to act under an unconstitutional act and the act in question was not as of then properly found to have been unconstitutional because the circuit court which had done so had to make findings on issues over which it did not have jurisdiction.

In the case at bar Claimant seeks to hold Respondent liable in negligence for certain actions culminating in a contract which a circuit court found to have been in violation of the Purchasing Act and Civil Administrative Code and restrained them from performing the contract.

It is essentially the ***Sass*** case, ***supra,*** in reverse. In the instant case, however, there has been a finding in a court that the State officer was purporting to act under authority he did not have. See item No. 3 of the decree quoted above. Therefore the action is not against the State of Illinois. That Claimant was not made a party to the circuit court action does not change the issue here.

Proulx v. State, supra, and ***Womble v. State, supra,*** were cited by Claimant in its response to the motion to dismiss for the proposition that an action in the Court of Claims against the State is permissible on the basis of State employees' negligent conduct in violation of a statute, which is the basis of two of its four counts alleged in the complaint in the case at bar. In ***Proulx,*** the State was held liable in a negligence action where its employee ran a red light and injured plaintiff. In ***Womble***, the State was held liable in a negligence action when it polluted drinking water of the Claimant.

Negligence is the breach of legal duty. It is immaterial whether the duty is one imposed by the rule of common law requiring the exercise of ordinary care not to injure another, or is imposed by a statute designed for the protection of persons encountering the risk. The only difference is that in the one case the measure of duty is to be determined by common law principles, while in the other the statute fixes it, so that the violation of the statute constitutes conclusive evidence of negligence, or in other words, negligence ***per se.*** All that the statute does is establish a fixed standard by which the fact of negligence may be determined. In both ***Proulx*** and ***Womble, supra,*** the statutes were used to establish a standard of care and the violation of those statutes indicated breach of that standard of care. In neither case did we hold that the State was responsible for acts of its

employees, outside the scope of their authority, and in violation of State statutes.

Our supreme court, in the leading case of ***Davis v. Marathon Oil Co.*** (1976, 64 Ill. 2d 380, stated that, "Illinois law is clear that 'the violation of a statute designed for the protection of human life and property is ***prima facie*** evidence of negligence. ' -- (64 Ill. 2d 380, 390, citing ***Dini v. Naiditch*** (1960), 20 Ill. 2d 406,417,170 N.E.2d 881,886.) Also, in ***Ney v. Yellow Cab*** (1954), 2 Ill. 2d 74, 117 N.E.2d 74, the supreme court said that violation of a public safety statute is ***prima facie*** evidence of negligence. In accord see ***Barthel v. Zllinois Central Gulf Railroad Co.*** (1978), **74 Ill. 2d 213;** ***Lynch v. Board of Education of Collinsville*** (1980), 82 Ill. 2d 45; ***Mooney v. Etheridge*** (1978), 65 Ill. App. 3d 847; ***Ding v. Kramer*** (1978), 59 Ill. App. 3d 1042.

The statutes involved in ***Proulx*** and ***Womble, supra,*** were designed for the protection of human life and property. The State Purchasing Act and the Civil Administrative Code, the statutes involved in the case at bar, are not those types of statutes. The State Purchasing Act was designed to protect the public coffers. Its stated purpose and the policy of the State was that the principle of competitive bidding and economical procurement practices shall be applicable to all purchases and contracts by and for a State agency. (Ill. Rev. Stat. 1979, ch. 127, par. 132.2.) The Civil Administrative Code was designed to maintain the orderly and functional administration of government. The particular section of the statute which was found to have been violated by the circuit court was Ill. Rev. Stat. 1979, ch. 127, par. 53.7. While this section ostensibly relates to public safety in that it authorizes the director of the Department of Mental Health and Developmental Disabilities to appoint

persons to be members of a police and security force for the protection of Department properties, and interests in its personnel, etc., the specific violation of that statute was that the procurement of the members of the security force was by contract with a private entity and not in accordance with the Personnel Code (Ill. Rev. Stat. 1979, ch. 127, par. 63b101 et *seq*.). The stated purpose of the Personnel Code is to establish for the government of the State of Illinois a system of personnel administration based on merit principles and scientific methods. Clearly these are not the types of statutes from which a standard of due care can be ascertained.

It is hereby ordered that Respondent's motion to dismiss be, and hereby is,' granted and this cause is dismissed.

(Nos. 80-CC-0395, 80-CC-0396, 80-CC-0604—Claims denied.)

ILLINOIS BELL TELEPHONE CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed June 25, 1982.

CHARLES G. HOLLIS, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*telephone seruice—not expressly required by low—claim denied.* Claim for telephone service which was originally unpaid due to lapse of appropriation was denied notwithstanding Claimant's contention that services were expressly required by law, as there was nothing about nature of services which involved urgency similar to feeding and clothing prisoners and other such activities which come within the realm of activities expressly required by law.

ROE, C.J.

This cause having come on to be heard on the petitions of the Claimant for rehearings on these three claims and the objections thereto filed by the Respondent, due notice having been given, and the Court being advised in the premises;

On November **9,1981,** an opinion was filed granting Respondent's motion to dismiss these claims. It was based upon the showing that each claim involved instances where the Department overspent its budget. An insufficient amount of monies appropriated for such obligations had lapsed.

As grounds for rehearing Claimant asserted that the Court erred in not finding that there was "express authority of law" to pay these claims. Claimant cited section 55a of the Civil Administrative Code (Ill. Rev. Stat., ch. **127,** par. 55a), as such authority. It provides in part as follows:

"§55a. **The Department of Law Enforcement shall have the following powers and duties, and those set forth in Sections 55a-1 through 55a-6:**

. . .

6. **To (a) acquire and operate one or more radio broadcasting stations in the State to be used for police purposes, (b)** ***operate a statewide communications network to gather and disseminate information for law enforcement agencies,*** **(c) operate an electronic data processing and computer center for the storage and retrieval of data pertaining to criminal activity, (d)** ***undertake such other communication activities as may be required by law."*** **(Emphasis supplied by Claimants.)**

Claimant stated that the telephone services it provided the Department of Law Enforcement are within the purview of the statute and the language of ***Fergus v. Brady,*** **277** Ill. **279,** the case which recognized the exception. Claimant argues that the Department could not provide the communications network or undertake other communication activities without the telephone services provided by Claimant.

We find that the services provided by Claimant were not expressly required by law. ***Fergus v. Brady*** defined "express authority" as that:

"which confers power to do a particular, identical thing set forth and declared exactly, plainly and directly, with well defined limits, and the only exception under which a contract exceeding the amount appropriated for the purpose may be valid is where it is so expressly authorized by law. An express authority is one given in direct terms, definitely and explicitly, and not left to inference or to implication, as distinguished from authority which is general, implied or not directly stated or given." ***Supra,*** **279.**

From the bills of particulars filed in these claims we note that the specific services for which payment is sought include: No. 80-CC-0395—monthly service charges, service order charges, connection charges, premise visit, call director and equipment for the month of June 1978, totalling $120.44; No. 80-CC-0396—local service on burglar alarm circuit for the months of April, May, and June 1978; and No. 80-CC-0604—monthly service billing due June **16,** 1977, in the amount of $22.50. There is nothing about these types of services which involve any urgency such as the feeding and clothing of prisoners, the example used by the court in ***Fergus v. Brady.*** The statute cited by Claimant does not specifically and expressly state that the Department of Law Enforcement had to utilize these ordinary services.

The statute cited by Claimant is not so explicit as to bring the charges which are the subject of this claim within the language of ***Fergus v. Brady.*** Said statute is found in the Civil Administrative Code. It is general in nature. Authority for nearly all expenditures of State funds may be found in the Civil Administrative Code. The Code creates various departments 'of State government. The particular section cited by Claimant sets forth in general the powers and duties of the Department of Law Enforcement. If we were to accept the interpretation urged by Claimant we would in effect be lifting all

limits on the expenditure authority of the Department of Law Enforcement in the area of communications. The provisions of our constitution and statutes cited in our previous opinion mandate otherwise. The appropriations process is the means by which the legislature controls the expenditure of State funds. The "express authority" exception is extremely narrow and we must be careful to apply it only to those circumstances clearly falling within the language of ***Fergus v. Brudy.***

Claimant's petition for rehearing is hereby denied.

***(No.* 80-CC-0425—Claim dismissed.)**

CARL W. GEHRKE, Claimant, *v.* THE STATE OF ILLINOIS et *al.*, Respondents.

Order filed* luly *15,1981.

Order on request to vacate dismissal filed Jan. 11,1982.

SHEARER, O'BRIEN, BLOOD, AGRELLA & BOOSE, for Claimant.

THOMAS, MAMER, HAUGHEY & MILLER, for Respondents.

NEGLIGENCE—when tort action accrues.

SAME—*injury to horse—time barred—claim dismissed.* **Claimant's action for injury to horse was dismissed as claim was not filed within 2 years** of **accrual.**

POCH, J.

This cause coming to be heard on the motion of the Respondents to dismiss, due notice being given, the Claimant filing his objections thereto and the Court being fully advised;

Finds that section 22(g) of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.22(g)), requires all

actions sounding in tort to be filed within two years "after it first accrues." An action in tort accrues when the elements of a cause of action are present. (*Austin v. House of Vision* (1968), 101 Ill. App. 2d 251, 256, 243 N.E.2d 297.) This action is analogous to a medical malpractice action, where in such an action the cause of action accrues when the person injured learns of the injury or should reasonably have learned of it. *Lipsey v. Michael Reese Hospital* (1970), 46 Ill. 2d 32, 37, 262 N.E.2d 450; cf. Ill. Rev. Stat. 1979, ch. 83, par. 22.1, and *Roper v. Markle* (1978), 59 Ill. App. 3d 706, 375 N.E.2d 934.

In the instant case the Claimant does not refute the verified allegations of the Respondents that the Claimant was notified of the injury to the horse in question on either June 10 or 11, 1977. The only factual response made by Claimant to the motion to dismiss is an affidavit stating that he did not know "the nature and extent of the injury" to the horse until on or about October 23, 1977. The claim was not filed until October 15, 1979. The Claimant has the burden of proving he filed the action within 2 years after the injury or the date he reasonably could have learned of it. (*Kielminski v. St. Anthony's Hospital* (1979), 68 Ill. App. 3d 407, 386 N.E.2d 326.) The Claimant's failure to deny he knew of the injury to the horse on June 10 or 11, 1977, leaves the Court no choice but to find that he knew of the injury then even if he did not know of the nature and extent of it until October 23, 1977.

The failure of the plaintiff to commence his action within 2 years of the accrual of the action is a bar to the action.

It is hereby ordered:

That the motion of the Respondents to dismiss be, and the same is hereby granted and the claim is dismissed with prejudice.

ORDER ON REQUEST TO VACATE DISMISSAL

POCH, J.

This matter was heard on oral argument at the request of Claimant to vacate the dismissal order of July 15, 1981, Respondents having filed its objections to the motion to vacate.

The Court finds that there are no factual or legal reasons to vacate the dismissal order of July 15, 1981.

It is hereby ordered that the petition of Claimant to vacate the dismissal order of July 15, 1981, be and the same is hereby denied.

(No. 80-CC-0578—Claimant awarded $400.00.)

TINA OWENS DAVIS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed March 22,1982.

DONALD G. ZERWER, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*slip-and-fall—sidewalk at penitentiary—comparative negligence applied.* **Comparative negligence doctrine was applied to injuries sustained by Claimant when she tripped and fell as result of hole in sidewalk at State penitentiary and Claimant was found to have been 90% negligent with an award allowed on basis of that finding.**

HOLDERMAN, J.

On May 25, 1979, Claimant visited her husband at the Stateville Penitentiary where he had been a prisoner

for approximately five years. She allegedly tripped and fell as a result of stepping in a small hole, or crack, in the sidewalk. As a result of this fall, Claimant received a cut in her right knee, suffered headaches, and incurred $2,800.00 in medical bills which were paid by Medicare.

For about five years, Claimant had been visiting her husband approximately once a week. She testified she had seen the hole that caused the accident in question many times, and was fully aware of its existence prior to the day of the accident.

On the day in question, it was a light, dry morning with the sidewalks in a normal and dry condition and not slippery. Claimant evidently,forgot about the hole in the sidewalk and she fell, causing the injury complained of. No stitches were necessary and the scar was very small. Claimant was 66 years of age and she did not lose any time from work.

An employee of Stateville Penitentiary testified that when it was necessary that Claimant sign in to visit her husband, she could not see well enough, so an employee of the institution always signed in for her.

We have here a case in which the defect in the sidewalk, which evidently had existed for several years, was well known to the Claimant who had seen it many times but nevertheless fell as a result of stepping into said hole.

The supreme court of the State of Illinois has adopted the rule of comparative negligence which the Court believes should be the deciding factor in this case.

The record shows the State was negligent in permitting the hole to exist and Claimant was guilty of contributory negligence by being well aware of the location and condition of the crack, or hole.

The Court believes the negligence factor is as follows:

1. State	10%
2. Claimant	90%

Award is hereby granted in favor of Claimant in the amount of $400.00.

(No. 80-CC-0752—Claimant awarded $100.00.)

ALBERT, GAMMONS, Claimant, *v.* THE STATE OF ILLINOIS, Respondents

Opinion filed July 10, 1981.

ALBERT GAMMONS, pro *se*, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PERSONAL PROPERTY—*inmate's property—State's duty.* State has duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of property or when institution issues receipt for property.

BAILMENTS—*constructive bailment defined.* Constructive bailment can be created between owner of property and one in possession.

SAME—contract not required to create bailment. Actual contract or one implied in fact is not always necessary to create a bailment where one person has lawfully acquired possession of personal property of another and holds it under circumstances whereby he ought to keep it safely and deliver it to owner.

SAME—inmate's record albums lost—claim allowed. Record established *prima facie* bailment where authorities at penitentiary confiscated record albums belonging to inmate, gave receipt for albums and then were unable to explain loss of albums and inmate was entitled to recover fair value of albums, notwithstanding State's contention that albums were contraband not entitled to preservation and protection.

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*** (1976), **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, Znc. v. Citizens Znsurance 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 Zllinois*** (1978), **32** Ill. Ct. Cl.

664; *Bargas v. State* (1976), 32 Ill. Ct. Cl. 99; *Romero v. State of Illinois* (1978), 32 Ill. Ct. Cl. 631.

The Claimant in this case is seeking compensation for the loss of 20 record albums which were confiscated during a general shakedown of the institution on October 3, 1978. His bill of particulars attached to the complaint contains a copy of a receipt he was given indicating that 20 albums were in fact confiscated.

Claimant alleges that he had been informed that the institution would hold the confiscated items for him. In April of the following year he was transferred. At that time he inquired as to the whereabouts of the albums and was informed that they had disappeared and there was no record of them.

The grounds for the confiscation appear to be that Claimant had more albums in his possession than he was allowed. The Department of Corrections issues administrative regulations regarding this subject. At the time of the alleged incident, administrative regulation No. 871, dated February 1, 1977 (since superceded effective December 14, 1979), was in effect. This provides that a resident may have a maximum of 12 records in his possession in the cell. Also in effect was administrative regulation No. 401, dated March 1, 1976. On the subject of excess authorized personal property it states at paragraph H on page 5, that such property, if confiscated as contraband, is to be disposed of in accordance with paragraph K of said regulation. Paragraph K reads as follows:

"K. Disposal of Authorized Personal Property Confiscated as Contraband
1. Such items of personal property shall not be stored at the institution but shall be shipped at institution expense or made available for pick-up at a regular visit to an individual of the free community as designated by the resident (family or friends other than a department employee, unless an

immediate family member). If the items are made available to a designated individual at a regular visit, appropriate identification must be presented and a receipt obtained which includes a description and I.D. number of the items signed for by the receiving party. The receipt shall be maintained in the resident's master file.

2. Exceptions may be made only in the case of a resident who has no known family or friends: safe storage must then be provided.

3. Items shall be shipped in the most economical but safe manner to protect the property. A record of items shipped, signed by the resident and a responsible employee, shall be maintained in the master file, along with any shipping documents. The institution should insure, for the recognized value, the contents of such shipments of confiscated authorized personal property.

4. If the resident indicated his intent to grieve (AR 845) the confiscation of the excess authorized personal property, such property shall be secured at the institution until the grievance procedure is completed."

Respondent's position appears to be that because the records were contraband the State is under no duty to preserve or protect the property. This position is in conflict with the State's own regulations. We find that the State did have such a duty and should be held to the standards contained in its regulations.

The record in this cause therefore establishes a ***prima facie*** case of a bailment, the effect of which is to shift the burden to Respondent to establish it exercised due care. The Respondent failed to meet this burden.

Claimant seeks $119.80 in compensation for his **loss.** That amount was arrived at by estimating the value of each album to be $5.99. Taking into consideration the weight of the evidence as to the value of the loss, we find that $100.00 represents a fair amount of damages. It is hereby ordered that Claimant be, and hereby is, awarded the sum of $100.00 (one hundred dollars and no cents) in full satisfaction of this claim.

(No. 80-CC-0763—Claimant awarded $3,000.00.)

A. B. RAYMOND CONLEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 25,1982.

BRUCE D. LOCHER, for Claimant.

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

STATUTE OF LIMITATIONS—*test of whether statute is statute of limitations.* General rule is that statute creating right not existing under common law and restricting time within which party may avail himself of such right is not statute of limitations, rather the time element is integral part of enactment of right and is prerequisite to acquisition of subject matter jurisdiction by court, and same rationale applies to administrative procedures.

CIVIL *RIGHTS—time limit on jurisdiction of Fair Employment Practices Commission may be raised at any time.* Time limit on filing charges with Fair Employment Practices Commission is a limitation on the jurisdiction of the Commission to decide the issues and the lack of that subject matter jurisdiction may be raised at any time, by direct or by collateral attack.

SAME— *filing requirements—discrimination charges.* Fair Employment Practices Act requires that charges filed under Act be in writing; filed within 120 days; under oath or affirmation; and in such detail as to substantially apprise concerned party of facts, but the fulfillment of each of these requirements is not necessary for conferring subject matter jurisdiction on Fair Employment Practices Commission.

SAME—purpose of requirement of sworn charge. Complaint under oath or affirmation is required by Fair Employment Practices Commission in order to subject complainant to prosecution for perjury in case the matter sworn to proves to be false.

SAME—*motion to dismiss discrimination charges denied.* State's motion to dismiss employment discrimination charges on ground sworn complaint was not timely filed denied by Court of Claims, as Fair Employment Practices Act requires only that copy of charges be filed on employer within applicable time limitation, and where Claimant did serve State with copy of charges within required time and filed sworn charges at later time, requirements of statute were satisfied.

ROE, C. J.

This claim was filed to collect a settlement reached prior to a hearing before the Fair Employment Practices

Commission. Pursuant to our order of February 17,1981, it was assigned to commissioner Robert J. Hillebrancl for the purposes of holding a hearing and making a recommendation to the Court. Following the hearing, oral argument was held before the full Court.

Claimant, Raymond Conley, is a black male who was employed with the Illinois Department of Administrative Services. He had secured this employment through the Comprehensive Employment Training Act of 1973 (CETA). As a result of certain alleged discrimination practices which occurred on September 9, 1977, Claimant made a written complaint on September 15, 1977, to the Sangamon County Consortium, which was the local agency administering CETA in the Springfield, Illinois, area. Subsequently, notice of this was sent to Claimant's employer, the Illinois Department of Administrative Services, and an informal hearing was conducted in an effort to resolve the complaint. This effort apparently was unsuccessful.

On October 4,1977, Claimant went to the Springfield office of the Fair Employment Practices Commission (FEPC) in order to file a formal charge of racial discrimination against the Department. The only document prepared at that time was a complainant information sheet. It was dated October 4,1977. It contains Claimant's name and address, the full name of Claimant's employer and its Springfield address, the fact that Department discharged Claimant, the date of the act of alleged discrimination (September 9, 1977), and a short narrative of what occurred to lead Claimant to conclude he had been the victim of discrimination. It also contained the name of a witness to the alleged discrimination and other statistical information. It was prepared by an FEPC investigator from information he received from Claimant.

On May 3, 1978, Claimant signed a document formally prepared by the FEPC and entitled "Charge of Discrimination". This contains much of the factual material from the complainant information sheet and was sworn to by Claimant under oath. It contains the notations "Filed 10-4-77" and "Docketed 5-4-78". The reason for these notations is that administratively the FEPC considered the date of filing the charge to have been the date the complainant gave the factual information to the investigator.

Subsequently, after prehearing procedures, attorneys representing the Department and the attorney for Claimant reached a settlement which was formally presented to the FEPC administrative law judge. An order was entered September 21,1979, by the law judge approving the settlement and recommending the FEPC dismiss its complaint "subject to its right to monitor and investigate to determine that the terms (of the settlement) are complied with". There was no evidence presented as to what further action was taken by the FEPC. The Department at no time during the proceedings raised any objections as to the timeliness of any filings, nor has appeal been taken from the recommended order of the FEPC law judge.

The settlement terms provided that the Department pay Claimant $3,000.00 in consideration of Claimant's releasing the Department and its personnel from any and all liability to Claimant on account of the alleged discrimination. The settlement agreement was executed September 19, 1979.

On November 26, 1979, complainant filed his complaint before the Court of Claims to seek a judgment for the settlement amount. Respondent filed a motion to dismiss on the grounds that the charge of discrimination

for an unfair employment practice was not filed with the FEPC within the statutory limitation period. Petitioner has raised the issues of waiver or of estoppel as to Respondent's defense. A hearing was ordered by the Court on the issues raised by the motion and petitioner's reply. There is no dispute as to the facts.

At the time of the alleged unfair employment practice, the relevant statute was section 8(a) of the Fair Employment Practices Act. It provided:

> "Whenever within 120 days after the date that an unfair employment practice allegedly has been committed, a charge in writing under oath or affirmation is filed with the (FEPC) by a complainant and in such detail as to substantially apprise any party properly concerned as to the time, place and facts with respect to such alleged unfair employment practice, that any employer . . . hereinafter referred to as a respondent, has committed such unfair employment practice, the (FEPC) shall promptly serve a copy of the charge or summary thereof on the respondent and thereafter shall institute an investigation by its employees to ascertain the facts relating to such alleged unfair employment practice." Ill. Rev. Stat. 1977, ch. 48, par. 8.58(a).

Respondent's defense is based upon petitioner's alleged failure to file his "charge in writing under oath or affirmation" within 120 days of the alleged unfair employment practice. Petitioner, by way of reply, argues that Respondent either has waived this defense by failing to raise it in the proceedings before the FEPC or is estopped from now raising it by negotiating with petitioner and in fact actually entering into a final written settlement whereby petitioner has released all of his rights to seek any relief for the alleged discrimination. In order to decide this issue, we must first determine the nature of the 120-day time limitation in subparagraph (a) of section 8 of this Act.

Petitioner argues that the 120-day period is a statute of limitations and as such may be waived by the parties or, alternatively, Respondent may be estopped from raising it as a defense. Both parties have cited a series of

cases which rely upon the ruling by the supreme court in ***Springfield-Sangamon County Regional Plan Commission v. FEPC*** (1978), 71 Ill.2d 61, 373 N.E.2d 1307. This, however, is inapposite because the limitation issue before the Court in that case was the time defined in subparagraph (c) of section 8 (Ill. Rev. Stat. 1979, ch. 48, par. 858(c)), which mandates the filing of a ***complaint*** against the employer within 180 days after the filing of the ***charge.*** Neither party has raised any issue about the timeliness of the complaint.

Research has not disclosed any reviewing court's decision precisely on whether the 120-day limitation in section 8(a) is to be construed as a statute of limitations. In ***Montgomery Ward v. FEPC*** (1977), 49 Ill. App. 3d 796, 365 N.E.2d 535, there is reference to it as a statute of limitations. However, strictly defining it as a statute of limitations was not necessary to the decision therein, and such reference is used as a convenient description and not as a precise legal definition.

The general rule is that a statute which creates a right not existing under common law and which restricts the time within which a party may avail himself of such right is not a statute of limitations. Rather, the time element is an integral part of the enactment of the right and is a prerequisite to the acquisition of subject matter jurisdiction by the tribunal. (***Smith v. Toman*** (1938), 368 Ill. 414, 14 N.E.2d 478; ***Wilson v. Tromly*** (1949), 337 Ill. App. 403, 84 N.E.2d 177.) While this principle has been applied by Illinois courts of review to those legislatively created rights which are the basis for such tort liability as that in the Dramshop Act (Ill. Rev. Stat. 1979, ch. 43, par. 135), the same rationale applies to any right newly created the remedy for which is to be pursued through an administrative procedure. Section 1 of the Fair Em-

ployment Practices Act (Ill. Rev. Stat. 1977, ch. 48, par. 851) declared it to be the public policy of this State that racial discrimination in employment should be eliminated, and a new right was thereby created.'

Since the 120-day limitation is a limitation on the jurisdiction of the FEPC to decide the issues—that is, a limitation on its subject matter jurisdiction—such jurisdiction may be acquired only by virtue of statute and cannot be waived (*Smith v. Herdlicka* (1926), 323 Ill. 585, 154 N.E. 414), nor can it be conferred on a court by the parties, nor is a lack of such jurisdiction waived by the presence of a party in the proceedings without objection. (*Application of County Collector* (1977), 48 Ill. App. 3d 572, 362 N.E.2d 1335.) The same rules are applicable to administrative proceedings. (*City of West Frankfort v. Zndustrial Com.* (1950), 406 Ill. 452, 94 N.E.2d 413; *Beam v. Erven* (1971), 133Ill. App. 2d 193, 272 N.E.2d 685.) Moreover, lack of jurisdiction over the subject matter may be raised at any time, by direct or by collateral attack. (*Gocheff v. State Community College*

---

[1] We note that section 706(e) of Title VII of the Civil Rights Act of 1964 (42 U.S.C. sec. 2000e—5(e)) also provides for the filing of a charge with the applicable Federal administrative agency within 180 days after the alleged wrongful employment practice has occurred. The Federal statutory scheme is somewhat different from that of Illinois in that the administrative agency has no authority to enforce any decision it renders; rather, if administrative action fails to result in a voluntary settlement of the dispute, the complainant may then initiate suit in the Federal court, which results in a trial *de nouo.* However, the Federal courts have held that filing the initial charge in a timely fashion with the Federal agency is a jurisdictional prerequisite to bringing the action for relief in court. *Archie v. Chicago Truck Driuers* (CCA7 1978), 585 F.2d 210, *Patterson u. General Motors Corp.* (CCA7 1980), 631 F.2d 476, *Alexander u. Gardner-Denver Co.* (1974), 415 U.S. 36, 94 S. Ct. 1011, *Guy v. Robbins & Meyers, Inc.* (CCA6 1975), 525 F.2d 124, *Charles v. National Tea Co.* (W.D. La. 1980), 448 F.Supp. 270, *Domingo v. New England Fish Co. (W.D Wash. 1977),* 445 F.Supp. 421, *Gray v. International Tel. & Tel. Corp.* (E.D. Mo. 1977), 428 F.Supp. 199, *Strozier u. General Motors Corp.* (N.D. Ca. 1977), 442 F.Supp. 475.

of E. St. Louis (1979), 69 Ill. App. 3d 178, 386 N.E.2d 1141; ***Lebanon Trust & Savings Bank v. Ray*** (1973), 10 Ill. App. 3d 345, 293 N.E.2d 623.) Since Respondent has properly objected to the jurisdiction of the FEPC to hear this matter, this Court can and should consider such objection.

Section 8(a) of the Act requires that a charge be filed within 120 days and that such charge be "in writing under oath or affirmation" and that it be "in such detail as to substantially apprise any party properly concerned as to time, place, and facts with respect to" an alleged unfair employment practice. The statute therefore establishes four filing requirements — (1) it must be in writing; (2) it must be filed within 120 days; (3) it must be under oath or affirmation; and (4) it must be in such detail as to substantially apprise a concerned party as to time, place and facts. The fulfillment of each of these requirements, however, is not necessary for the conferring of subject matter jurisdiction on the FEPC. The complainant information sheet filed with the FEPC on October 4, 1977, filled out by the investigator for the FEPC during his interview with Claimant, fulfills all except the third one.

The third requirement, under oath or affirmation, is not such a requirement as is needed to confer subject matter jurisdiction in the context of the events as they occurred in this case. The purpose of the requirement is to subject the party making the complaint to prosecution for perjury in case the matter sworn to proves to be false. ***(Rutledge v. Dept. of Registration & Education*** (1966), 77 Ill. App. 2d 103, 222 N.E.2d 195.) The formal charge finally signed by the Claimant on May 3, 1978, is sworn to, and the purpose was thus fulfilled. There is no rational connection between the 120-day requirement and the sworn complaint requirement that would man-

date that the charge and the verification under oath both be made within 120 days. This is supported by the fact that the statute does not require that a copy of the sworn charge be served upon the employer. It mandates the FEPC to "promptly serve a copy of the charge ***or summary thereof"*** on the employer after the initial filing. It is therefore obvious that the legislature intended that at some point in the proceedings a sworn charge be on record with the FEPC, and this intent was satisfied on May **3,1978.**

The motion to dismiss filed by the Respondent is therefore denied. Judgment is entered for Claimant and his attorney (pursuant to the settlement) and against Respondent for $3,000.00. Attorneys fees and costs are denied.

(No. **80-CC-0849—Claimantawarded $1,167.89.)**

SANDRA LEE DURGOM, Claimant, *v.* THE STATE OF ILLINOIS, Respondent

Order filed January 22,1982.

SANDRA LEE DURGOM, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW **R.** JARETT, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*moving expenses—apparent* authority—claim *allowed.* State employee had right to rely on apparent authority of officials who advised her that she would be reimbursed by State for moving expenses if she accepted inter-agency promotion and relocated and claim in amount of moving expenses was allowed.

POCH, J.

This claim comes before the Court on an agreed statement of facts. Claimant seeks to recover the sum of $1,167.89 from the Respondent for moving expenses.

The essential facts are not in-dispute. In **1978** Claimant worked for the Department of Personnel in Springfield, Illinois. In July and August **1978,** Claimant met with the following officials of the Department of Registration and Education to consider an inter-agency promotion and relocation to Chicago, Illinois: Steve Perrigo, assistant to the director of Registration and Education, Jay T. Downen, superintendent of the Department, and Marion J. Valle, commissioner of real estate with the Department. These three officials of the Department of Registration and Education told Claimant that she would be reimbursed for her moving expenses if she transferred to the Department of Registration and Education and relocated in Chicago, Illinois.

Claimant accepted the position, relocated in the Chicago area and incurred moving expenses in the amount of **$1,167.89** which she paid.

Thereafter the Department of Registration and Education denied Claimant's request for reimbursement.

Claimant at no time was informed by the three officials with whom she dealt that in order for her to be reimbursed, she must have the prior written approval of the Director of the Department of Registration and Education.

The Court finds that Claimant had the right to rely upon the apparent authority of the three officials of the Department of Registration and Education to bind the State of Illinois and to assume that they were acting within the scope of their authority when they orally represented to her that she would be reimbursed for her moving expenses.

Claimant is therefore awarded the sum of **$1,167.89**.

(No. **80-CC-0908—Claimant awarded** $250.00.)

PATRICIA R. DEGANUTTI, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed April* 19, 1982.**

THOMAS R. O'BRYAN, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN **P.** LARNER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*pothole—damage to car—stipulation—claim allowed.* **Based on joint stipulation** of **parties, claim was allowed for damage sustained to Claimant's automobile which struck large pothole in State highway as parties agreed that State was liable for existence of pothole and Clainiant was driving with due care at time car struck hole.**

POCH, J.

This matter comes before the Court on the joint stipulation of the parties, which states as follows:

1. That the instant claim seeks to recover for damage to Claimant's automobile sustained on December 9, 1978, on the Eisenhower Expressway near its junction with Mannheim Road.

2. That on said date at said location, Claimant's automobile struck a large pothole in the right-hand westbound lane.

3. That the impact caused damage to the rear axle of Claimant's vehicle.

4. That at the time and place in question, Claimant was in the exercise of due care for the safety of herself and her vehicle.

5. That Respondent concedes liability for the existence of the pothole and the damages sustained in the amount of $250.00.

6. That there are no disputed questions of fact.

7. That both parties waive hearing and the submission of briefs.

8. That no other evidence, oral or written, will be submitted to the Court.

9. That an award of **$250.00** will constitute full and final satisfaction of the instant claim and any other claim arising out of the same occurrence. Although the Court is not bound by a stipulation such as this, it is also not desirous of interposing a controversy where none appears to exist. As long as the stipulation appears reasonable and fair, we see no reason to question its validity or to force the parties to take the time and expense of proving facts which are not in dispute.

We find the stipulated facts to be sufficient to sustain a finding of liability on the part of Respondent and an award in the agreed amount.

Claimant is hereby awarded the amount of $250.00 (two hundred fifty dollars and no cents).

(No. **80-CC-0909—Claimants awarded $4,000.00.)**

PAUL A. REICHS and **KATHLEEN** J. REICHS, Claimants, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed July 24,1981.

GREENE, JONES & BRISSKE, for Claimants.

TYRONE ***C.*** FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—negligently maintained shoulder—accident—stipulation—claim allowed. **Claimants granted award for property damage and personal injuries suffered when their automobile was forced off snowcovered highway onto negligently maintained shoulder and then crashed into another auto-**

mobile, as parties stipulated that State did not properly maintain shoulder and that negligence was proximate cause of the accident.

POCH, J.

This claim comes before the Court on a joint stipulation signed by the parties. The joint stipulation states as follows:

1. That the instant claim arose from an automobile accident on December 10, 1977, at Roosevelt Road near Nichol Way in the village of Glen Ellyn.

2. That Claimant Kathleen J. Reichs was a passenger in a 1977 Chevrolet being driven by Paul **A.** Reichs at the time and place in question.

3. That on the date in question, the roadway was covered with ice and snow, which obstructed all lane markings from view.

4. That the road shoulder to the right of Claimants' lane was in considerable disrepair and contained several long and deep ruts.

5. That Claimant was forced to move onto the defective shoulder by another automobile passing closely on the left.

6. That the accumulation of snow and ice prevented Claimant from seeing that he was moving onto the shoulder and prevented him from observing the defective condition of the shoulder.

7. That upon entering the shoulder, Claimant lost control of his vehicle and was caused to collide with another automobile.

8. That recovery is sought for damage to Claimants' automobile and for personal injuries received by Kathleen J. Reichs.

9. That Respondent concedes that it was negligent in failing to maintain the shoulder in a reasonable manner, and that its negligence was the proximate cause of the accident.

10. That both parties agree that an award of $4,000.00 would be a fair and reasonable compensation for both the property damage and personal injuries.

11. That Claimants agree to accept an award of $4,000.00 as full and final satisfaction of their claim, and agree that they will satisfy the subrogation rights of their insurance carrier (U.S.A.A. Insurance Co.) out of said award.

12. That both Claimants waive and relinquish any and all future claims against the State arising out this accident, and hereby release the State from further liability for said accident.

13. That both parties waive hearing and the submission of briefs.

14. That no other evidence will be presented to the Court.

Although the Court is not obligated to accept a stipulation such as this and grant an agreed award, it does not lack authority to do so if the terms of the stipulation appear to be fair and reasonable. It also has no desire to interpose a controversy between parties where none exists.

The recitation of agreed-upon facts in the above stipulation is reasonably thorough and affords a basis for granting an award based upon the negligence of the Respondent. The Court sees no grounds for questioning the accuracy of the above facts or the reasonableness of the agreed damages. Since both parties have had ample

time to investigate the incident, conduct discovery, and analyze their respective positions, we assume that the stipulation was entered into intelligently and with full knowledge of the facts and applicable law. We therefore accept the stipulation and approve the agreed award.

Claimants Paul A. Reichs and Kathleen J. Reichs are hereby awarded the sum of $4,000.00 (four thousand dollars and no cents) in full and final satisfaction of the instant claim.

(No. 80-CC-0952—Claim denied.)

NIEL P. HEWITT, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed August 31, 1981.

HUPP, IRION & REAGAN (GEORGE C. **HUPP,** of counsel), for Claimant.

TYRONE **C.** FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*snow removal* is *legal duty of State.* Removal of snow from State highways is legal duty of State in furtherance of requirement that highways be kept reasonably safe for use as highways.

NEGLIGENCE—duty of care of operators of State vehicles. Operators of State vehicles are charged with same duty of care as other drivers upon highways and are liable for damages proximately caused by their negligent acts.

SAME—*rear-end collision—no automatic inference of negligence.* Driver of rear car in rear-end collision is not automatically negligent as matter of law, as it is responsibility of trier of fact to determine whether rear driver was acting reasonably under the circumstances, or that the accident was unavoidable.

SAME—snowplow struck buried car—no negligence—claim denied. Driver of State snowplow was not guilty of negligence when he struck Claimant's buried vehicle while attempting to clear drift from State highway, as it could not be said that State driver was acting unreasonably because Claimant's vehicle had been abandoned directly in a lane of traffic and was

concealed from **view** by **snow at the time it was struck, and the State could not practically be required to search through each snowdrift** for **abandoned vehicles prior to each snow removal operation.**

ROE, C. J.

This is a claim brought by Niel **P.** Hewitt against the State of Illinois for **$1,323.19,** the amount of damages caused to a **1973** Ford automobile, as a result of being struck by a State of Illinois snowplow. Claimant has charged the State's employee with the negligent operation of the snowplow proximately causing the damage to Claimant's vehicle.

Following the Court's denial of Respondent's motion to dismiss, a hearing was held before the undersigned commissioner on May **12, 1981.** In lieu of testimony, the parties stipulated to the facts of the accident in question, summarized as follows:

On January **26, 1978,** at or about 12:00 p.m. (noon), Claimant was driving his then undamaged **1973** Ford Torino southbound on Route 88 near Manlius, Illinois. At a point approximately three miles north of Interstate 80, Claimant's vehicle became stuck in a large snowdrift in the southbound lane of traffic. Unable to move the car, Claimant left it in the southbound lane of traffic stuck in the snowdrift, began hitchhiking, and obtained a ride to a hotel three miles away.

At approximately 11:15 p.m. on January **27, 1978,** almost **36** hours after Claimant abandoned his vehicle, a State snowplow, being operated by State employee Gail Glenn in the scope of his employment, was plowing snow off Route 88's north and southbound lanes, in the area north of Interstate 80.

After making a path through the northbound lane of Route 88, Glenn turned the plow around and made a

path through the southbound lane. Shortly thereafter, Mr. Dick Bussan, supervisor of operations, drove through the area, discovered Claimant's vehicle buried in the snow, called a tow truck, and discovered that the vehicle was damaged, apparently struck by the State snowplow.

The particular snowdrift that Mr. Glenn was trying to remove from Route 88 at the time of the accident was approximately 350 feet in length. It covered both lanes of traffic and was approximately 10 feet in height. It was beneath this drift that Claimant's abandoned vehicle was completely buried. Neither the vehicle or any part of it was visible to Mr. Glenn or his passenger, State employee Jim Norway, prior to the accident.

The parties have waived briefs and have agreed that the case should be decided on the foregoing stipulated facts presented at the hearing on May 12, 1981.

It is clear that the Respondent had a perfect right to be operating its snowplow on Route 88 at the time of the accident. In fact, the act of removing snow from State highways is surely in furtherance of the legal duty imposed upon the State to keep highways reasonably safe for use as highways. *Reidy v. State of Illinois*, 31 Ill. Ct. Cl. 16.

Operators of State vehicles, however, are charged with the same duty of care as other drivers upon the highways and are liable for damages proximately caused by their negligent acts. (*Santiago v. State*, 31 Ill. Ct. Cl. 332.) The question in the case at bar is whether Respondent's employee, Mr. Glenn, was in the exercise of ordinary care before and at the time his plow struck Claimant's vehicle.

It is apparent from the stipulated facts, that at the time of the collision, Claimant's vehicle was completely

buried in a snowdrift, directly in the southbound lane of traffic. The vehicle was wholly concealed from the view of Mr. Glenn as he was attempting to clear Route 88 for traffic. In light of these facts, it is the finding and the opinion of the undersigned commissioner that a finding of negligence against Respondent's employee, Mr. Glenn, is not warranted.

The accident in question was a rear-end collision, Mr. Glenn being the rear driver. While it was usually thought that rear drivers were guilty of negligence as a matter of law as to their collision with front vehicles, that is no longer the law. (*Glenn v. Mosley* (1976), 39 Ill. App. 3d 172, 350 N.E.2d 219.) The present view as to rear-end collisions was stated in *Burgdorff u. Znternational Business Machines Corporation* (1979), 74 Ill. App. 3d 158, 163, 392 N.E.2d 183:

> **"A rear-end collision does not automatically create an inference as *a* matter of law that the driver of the rear car was negligent, or that he was following too closely or driving too fast for conditions. It is the responsibility of the trier of fact to determine whether the rear driver, in such accident, was acting reasonably under the circumstances, or that the accident was unavoidable."**

A driver's duty of reasonable care, or course, includes keeping a proper lookout for other vehicles and keeping his vehicle under such control as to avoid collisions with other vehicles rightfully on the highway. It cannot be said, however, that a driver, such as Mr. Glenn in the instant case, has acted unreasonably where he has collided with a concealed vehicle located directly in the lane of traffic. A driver's duty to keep a proper lookout means that he is bound to see that which he clearly should see and see nothing more. (*Payne v. Kingsley* (1965), 59 111. App. 2d 245, 207 N.E.2d 177.) A driver is also bound to drive at such a speed and keep his vehicle under such control that it can be safely stopped within the distance that objects can be seen ahead. (*Glenn u.* **Mosley** (1976),

39 Ill. App. 3d 172, 350 N.E.2d 219.) In short, it is not unreasonable in situations such as the one at bar, to fail to see that which is not visible. See ***Yanuskis v. State,*** **31** Ill. Ct. C1.377, and ***Kent v. Knox Motor Service, Znc.*** (1981), 95 Ill. App. 3d 223,419 N.E.2d 1253.

The Court hereby finds that Respondent's employee, Mr. Glenn, was not negligent. To hold that he was would place upon the State the impractical burden of searching through massive snow drifts for abandoned vehicles concealed on the highway's lane of travel prior to snow removal operations.

In light of the foregoing, it is not necessary to discuss the issue of Claimant's own negligence, and its possible effect on a question of damages.

It is hereby ordered that Mr. Hewitt's claim against the State be, and hereby is, denied.

(No. 80-CC-1134—Claimant awarded $700.00.)

RICHARD BLACK, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 22, 1981.

RICHARD BLACK, ***pro se,*** for Claimant.

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

PRISONERS *AND* **INMATES**—***personal property—unauthorized disposal—claim allowed.*** Inmate of State penitentiary was granted award for loss of personal property confiscated during shakedown search of cells, as State failed to follow Department of Correction's regulations before disposing of property which had been confiscated.

HOLDERMAN, J.

Claimant, an inmate of Stateville Correctional Center,

filed a claim seeking to recover $1,262.29 in damages for the conversion of his personal property by agents of Respondent.

In late February 1979, the population of cell house F, of which Claimant was a resident, was transferred to cell house B-east so that an inspection could be made. Thereafter on March 1, 1979, the cells in F house were searched.

Before going to B house, Claimant and his two cell mates packed all of their property into five boxes. When they returned to their cell, they found the five boxes gone and Claimant's television set would not work.

Claimant admitted that on March 1, 1979, the institution delivered to him a shakedown record form on which were listed the items removed from the cell and for which Claimant has filed this law suit. All of the items, now missing, were listed under the heading, "Contraband or Items in Excess of Authorized Limits."

The form contained the following instructions:

"The above listed personal items in excess of authorized limits or not permitted have been placed in the custody of the Property Control employee. It is your responsibility to advise that employee, in writing, within ten (10) days of return to your cell if you wish to have these items sent home or disposed of."

Claimant did not comply with the above instructions to advise the property control employee whether he wanted the items sent to his home or disposed of.

On March 9, 1979, he wrote a letter to the assistant warden Marie Hall telling her the property was missing.

Claimant takes the position that because he is serving a sentence of 100 years, he has no home other than Stateville and that therefore the provision of the Department of Corrections administrative regulations "Searches for and Control of Contraband," section K, subparagraphs

1-4 should have applied to his case. Under section K, entitled "Disposal of Excess Personal Property Confiscated as Contraband," it states as follows:

"2. Exceptions may be made only in the case of a resident who has no known family or friends; safe storage must then be provided."

Paragraph 4 of the same section states:

"If the resident indicates his intent to grieve (AR 845) the confiscation of excessive authorized personal property, such property shall be secured at the institution until the grievance procedure is completed."

It is Claimant's contention that because of the length of his sentence he should be considered to be without a home other than Stateville. Despite this fact, he did maintain contact with his family in Chicago.

On July 11, 1979, Claimant's grievance was heard and was found to have "no substance." The institutional inquiry board found as follows:

"FINDINGS:

The Board finds that this resident's grievance has no substance.

The basis for this finding is: No records of any claimed items being removed from cell."

It is clear that the property, instead of being secured until the grievance procedure was completed, was dispersed and already unrecoverable as of the date of the grievance hearing.

The evidence discloses that on March 19, 1979, the institution shipped to Claimant's father a carton of books. However, none of these books belonged to Claimant. When Claimant and his two cell mates put their property in the five boxes, their property was intermingled.

The institution, by a memorandum directed to the residents dated March 2,1979, acknowledged there were complaints concerning the handling of personal property.

None of Claimant's property, including his television

set, has ever been returned to him. Some of his books were put in the institution library.

Respondent, by arbitrarily dispersing Claimant's property before the conclusion of his grievance hearing, violated subparagraph 4, section K, of the Department of Correction's regulations for disposing of excess personal property.

While it is true that Claimant did not comply specifically with the directions contained in the shakedown record form, his letter to assistant warden Hall was in effect the initiation of a grievance. The institution recognized that fact by setting up a special committee to hear grievances from the inmates. There was also no justification to arbitrarily dispose of a resident's property before his complaint was heard.

Claimant's exhibits Nos. 3 and 4 established the purchase of books amounting to $398.65 and a letter from his father, dated April 6, 1978, establishes the delivery to Claimant of relatively expensive sporting equipment. In addition, Claimant's television set, turned over to an agent of respondent for repairs, was never returned to him.

Claimant's claim that he should be awarded $1,117.07 for his property does not allow for depreciation.

It is the opinion of the commissioner hearing this case, after hearing all the evidence in said cause, that damages should be in the amount of seven hundred ($700.00) dollars.

An award is hereby entered in favor of Claimant in the amount of ($700.00) dollars.

(No. 80-CC-1266—Claim denied.)

R. H. BISHOP & Co., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March *1,* 1982.

BUSCH, HARRINCTON & PORTER (KIP R. POPE, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SUE M. MUELLER AND WILLIAM E. WEBBER, Assistant Attorneys General, of counsel), for Respondent.

CONTRACTS—*contractor* bound by bid—claim denied. Claim for insulation of certain exhaust stacks 'rom emergency generators was denied as Claimant-contractor was bound by its original bid which was based on specifications clearly showing that work for which additional funds were sought was included as part of original aontract on which Claimant submitted bid.

ROE, *C.* J.

This claim arises from certain work performed by the Claimant, R. H. Bishop and Company, in the building of the centralized computer facility being a State project through the Capital Development Board.

The Claimant submitted a bid on the heating portion of the premises, and also on the ventilation and air conditioning portion of the contract. The Claimant was awarded the ventilation and air conditioning contract, but was not a successful bidder on the heating contract.

During the course of construction, a dispute arose over installation of certain exhaust stacks from the emergency generators located in the building. It is the Claimant's contention that the insulation of these stacks was the responsibility of the heating contractor rather than under his specifications on the ventilation and air conditioning contract.

It is the State's position, and that of the Capital

Development Board, that Claimant was to furnish this insulation which was done, and for which Claimant claims an additional $14,026.00. Mr. Charles L. Amancher testified that he was a mechanical engineer and prepared Claimant's bids, and had been active in doing that type of work for over 20 years.

It is our opinion, after lengthy testimony, that the issue centers on an interpretation of the specifications contained in those furnished to Claimant under section 1.2 and subsections B and C. It may be seen under subsections B and C that the contractor has an option, which was acknowledged in the testimony. The contractor may either have these stacks made by an independent factory or may fabricate them itself under par. C. The only specific reference to insulation is in par. C-1, which gives the specifications as to how they are to be constructed "before application of insulation." We note, however, in section B, subsection 3 that "Overall heat transfer coefficient shall be not greater than 0.35 BTU per hour/sq.ft./degree F. at 1000 degrees F. gas temperature."

It is our opinion that the reasonable interpretation of these two sections is that the person responsible for the ventilation and air conditioning installation is to provide these stacks with insulation. The plain meaning of section B-3 to an engineer would be that insulation is required to conform to that specification of heat transfer coefficient.

It is further shown that the Claimant did have an item for insulation contained in his bid for approximately $2,000.00, and Claimant submitted no evidence to show whether this item was included in the heating contractor's bid. Moreover, because this Court does not have equitable jurisdiction, an action for ***quantum meruit*** cannot succeed.

It is our opinion, therefore, that the specifications were sufficiently clear and that the contractor should be bound by his original bid. Accordingly, the claim is denied.

(No. 80-CC-1320—Claim denied.)

BUTHA MARTIN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November *10,1981.*

Order on denial *of* **rehearing** *filed January 11,1982.*

FELLHEIMER LAW FIRM, for Claimant.

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

PERSONAL PROPERTY—*prison* **guard—stored property** *lost—claim* **denied.** Personal property of Claimant-correctional officer, who resided at correctional center in officers' quarters, was lost after it had been placed in a storage area of the quarters for several months, but no recovery for the loss was granted as record showed there was no bailment, since officer merely gave consent to have property placed in storage area; even if there was a bailment, there was no evidence State was negligent; and Claimant never examined property during period it was in storage.

POCH, J.

This claim arises out of an occurrence at Pontiac Correctional Center. Claimant, Sergeant Butha Martin, was an officer at the Correctional Center. He had been residing alone in the officers' quarters for some period of time. Due to an increase in the number of officers, Sergeant Martin was informed that he would be getting a roommate. A Mr. Sharp informed Mr. Martin that he was his new roommate and it was agreed that Mr. Martin would have to move a large amount of personal property to make room for Mr. Sharp.

Sometime thereafter, Mr. Martin was on leave and living in a Chicago apartment. At the request of Mr. Sharp, Mr. Martin gave his consent to have a large portion of his belongings moved into a storage area in the confines of the officers' quarters, providing such areas were secured by lock and key. The movement was made under the supervision of Lieutenant Isenberg.

The property remained in this area for an estimated five to six months until it disappeared. No one had any knowledge as to what happened to the property. The only person who had entered the room of record was Mr. Sharp to obtain a coat and some uniforms for Mr. Martin. Sergeant Martin never entered the room during any of this time.

It was further shown in the record that while living in the officers' quarters, the men were charged rent by a deduction from their pay checks and that Sergeant Martin's deduction was not increased by virtue of the use of the storage area. It was also shown that these were simply spaces not in use and the prison officials did not routinely furnish storage space for property of their officers.

The Claimant, in his brief, has provided an extensive treatise on the law of bailment. The facts in the record, however, are not persuasive that a bailment existed. The instant case indicates a landlord/tenant situation where the landlord is gratuitously giving additional space to the tenant for the storage of the tenant's property. The property was removed at the request of officer Sharp for the convenience of officer Sharp and officer Martin, *i.e.*, to give them more living space. Sergeant Martin simply gave consent to have his property moved from one area to another. These facts do not show a transfer of possession or title to the Department of Corrections.

Even if there was a bailment, the record is void of any evidence of negligence on the part of the Department of Corrections. The only evidence in the record is that the property was moved at the request of Mr. Sharp with the consent of the Claimant, Mr. Martin. There was testimony that Mr. Martin stipulated that the property be moved to a locked area. There was also testimony that the area was locked immediately after the relocation and remained locked for a period of weeks when Mr. Sharp went back. Some five months later the property disappeared. Mr. Martin never examined the property or visited the area during the entire five-month period.

Therefore, for the above and foregoing reasons, the Court finds the issues in favor of the Respondent and against the Claimant.

It is hereby ordered that this claim be and the same is hereby denied.

ORDER ON DENIAL OF REHEARING

This matter coming on before this Court on Claimant's petition for rehearing and Respondent having filed its objections and all parties having received due notice and the Court being fully advised in the premises:

Finds that there are no legal or factual reasons for this Court to vacate its opinion of November 10, 1981.

It is hereby ordered, that the petition of the Claimant for rehearing be, and the same is hereby denied.

(No. 80-CC-1446—Claim denied.)

JAMES FELTES and HELEN FELTES, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 31, 1981.

Rehearing denied October 28, 1981.

EDWIN R. MCCULLOUGH, for Claimants.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—snowplow—damaged fence—claim denied. **Claim for damage to Claimant's fence which allegedly occurred when State snowplow pushed snow from road onto fence was denied as Claimant failed to sustain burden of proof that negligence of State caused damage complained of.**

HOLDERMAN, J

This is a claim brought by Claimants, James Feltes and Helen Feltes, for damage allegedly done to their fence when Respondent's snowplow allegedly piled snow against it and on top of it.

In August 1978, Claimant bought one-half acre of property located on the corner of Saddle Road and Roosevelt Road in Du Page County, Illinois. The property was fenced with a rustic, cedar fence which was then approximately 10 to 20 years old.

According to the testimony of Helen Feltes, one night in late January or February of 1979, she watched out a window as a snowplow pushed snow from Roosevelt Road onto the fence. She testified she did not know who the snowplow belonged to but assumed that it was the property of the State of Illinois as Roosevelt Road is a State highway.

It is Claimants' contention that prior to this heavy snowfall and prior to the cleaning of Roosevelt Road by the snowplow in question, the fence had stood straight

without tilting. After the snow melted in March or April of 1979, it was noticed that the fence was sagging toward the middle, a couple of posts were leaning, and some of the rails had broken out.

The fence was approximately 160 feet long and the evidence is uncontradicted that the fence was deteriorated and rotten. After the snow had melted, it appeared that three sections of fence, or 30 feet, had been tilted and some of the rails were broken.

Claimants secured affidavits from two concerns as to the cost of replacing the entire fence with 160 feet of new cedar fencing and posts, one estimate being for $920.00 and the other for $787.00. The record is completely devoid of any evidence as to what it would cost to repair the three damaged sections of 10 feet each.

The record is silent as to the condition of the fence prior to the accident and the record is also silent as to whether or not the area of fence that was broken was the same area where the snow had been piled against the fence.

Claimants' statements in their brief are as follows:

"Their split rail fence was totally destroyed when Respondent's snowplows struck it and piled snow on it while plowing snow from Roosevelt Road onto their property."

"Claimants have met their burden of proof and demonstrated that the entire fence was destroyed by Respondent's negligence and trespass and must, therefore, be awarded damages to replace their fence."

Both of these statements are untrue. The only direct evidence in the record is to the effect that approximately 30 feet of the entire 160 feet of fence was damaged.

The record is devoid of any testimony to the effect that the place where Claimant saw the snow7 being dumped was the same area that was damaged. Before Claimants can recover, they must prove the damage was

occasioned by the negligence of the Respondent and that said negligence was the proximate cause of the damage complained of. See *Kozak v. State of Zllinois,* **29** Ill. Ct. Cl. **95;** also **26** Ill. Ct. Cl. **308,** and cases therein cited.

Claimants having failed to meet their burden of proof that the negligence of the State caused the damage complained of, award is hereby denied.

(No. 80-CC-1541—Claimant awarded $46,330.15.)

GOODWILL INDUSTRIES OF CHICAGO AND COOK COUNTY, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed April 26,* 1982.**

KARAGANIS & GOLD (WILLIAM J. KARAGANIS, of counsel), for Claimant.

TYRONE C. **FAHNER,** Attorney General (**KATHLEEN** O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—***five-year limitations period applies to lapsed appropriation claims.***

LEASES—breach of lease—time barred. Action for breach of lease contract first accrued when payment was not made and where claim was not filed until more than five years after that date, claim was barred by statute of limitations.

PRACTICE *AND* PROCEDURE—***departmental reports are prima facie evidence.***

STIPULATIONS—***Stipulations not binding on court.***

LAPSED APPROPRIATIONS—***electrical service—adjusted—claim allowed.*** Claim for electrical service rendered State was allowed after making adjustments as to periods for which claim was made and amount of money available due to lapse of appropriations for period of several years which were basis for claim.

ROE, C. J.

This is a claim for electrical service rendered the State of Illinois, Department of Public Aid in the amount of **$74,084.59.** Demand for payment was allegedly made

and refused on the grounds that the funds appropriated for such payments have lapsed. On June 18, 1980, we entered an order striking a large portion of the complaint. An objection to the motion to strike was filed two weeks later, followed by a motion to vacate two weeks after the objection. Respondent filed a response to said motion on July 29, 1980, and approximately a year later filed a supplemental response.

Essentially the issue raised in these motions was which statute of limitations applied to lapsed appropriation claims. We recently decided the issue in ***Goodwill Zndustries v. State,*** No. 80-CC-1775, opinion filed March 1, 1982. Accordingly, the order of June 18, 1980, striking portions of the claim is vacated. On reconsideration of the statute of limitations issue, however, we still find that a portion of the claim is barred. The lease purporting to bind the Respondent provided that rent was to be paid the first day of every month beginning February 1,1975. Therefore the cause of action for breach of the lease contract accrued when payment was not made, *i.e.*, on February 2,1975. The claim was not filed until February 29,1980. Applying the five-year statute of limitations for contracts, the portion of the claim relating to the month of February 1975 is barred.

In its supplemental response Respondent stated that if we were to grant Claimant's motion to vacate, it would be willing to stipulate to an award of the full amount claimed, based on the departmental report on the matter. On April 2, 1982, a joint stipulation was entered into wherein an award in the amount of $71,805.57 was agreed to, also based upon the departmental report. In each instance the departmental report, which is ***prima facie*** evidence of the facts contained therein, was incorporated by reference into the stipulation. It is well

settled that this court is not bound by such stipulation and, having carefully analyzed the record, we decline to enter judgment in the amount agreed to.

This claim covers a period of four fiscal years, 1975 through 1978. In fiscal year 1975 a total of $150,350.36 lapsed from the line item appropriation from which this claim could have been paid (001-47801-1200-00-00), and was returned to the State treasury. That sum was the uncommitted balance and the line item was not obligated by the amount of this claim. The amount of the claim relating to fiscal year 1975 was $8,423.69. Analysis of the bill of particulars for this sum reveals that $1,408.00 related to lighting power usage for the month of February 1975, and therefore that much of the amount claimed is barred by the statute of limitations. Furthermore, a portion of the claim for electricity for air conditioning related to the same period. The amount expended by Claimant for the period of February 14, 1975, to March 18, 1975, was $4,558.24 of which Respondent was chargeable for 7.231%. There were 32 days in that period, 15 of which were in February 1975. By dividing the total for that period by the days in that period (thereby arriving at a daily charge), then multiplying that quotient by 7.23%, the percentage of which the department was chargeable, (the product being the daily rate for the department) and then multiplying the product by the number of days in February 1975 (15), the end result is the amount of the claim for electricity for the air conditioning which is barred. That figure is $154.48. When combined with $1,408.00, the total amount barred for fiscal year 1975 is $1,562.48. Therefore, we find that $6,861.21 is due and owing Claimant and enter an award accordingly.

In fiscal year 1976 a total of $48,689.34 lapsed from fund No. 001-47810-1200-00-00, the line item from which this claim could have been paid, and was returned to the

State treasury. However, that entire sum was obligated and the amount of the uncommitted balance was zero. The line item was not committed by the amount claimed for that fiscal year, $21,576.24. Therefore, we are constrained by law to deny this portion of the claim. Making an award in this instance would essentially be granting the department an additional appropriation which is the sole prerogative of the legislature according to the 1970 Illinois Constitution. Furthermore, incurring obligations in excess of funds appropriated is specifically barred by statute.

However, an analysis of the bill of particulars relating to fiscal year 1976 shows that a portion of the amount claimed actually related to fiscal year 1975, for which there were sufficient funds for payment. The electricity for air conditioning chargeable to Respondent for the period of June 16, 1975, to July 1, 1975, was erroneously included on the fiscal year 1976 statement. Computing the proper amount chargeable to the Respondent in the same manner as we prorated the February 1975 billing, we find that $190.52 was due and owing and we hereby make an award accordingly.

The amount claimed relating to fiscal year 1977 was $22,832.17. In that fiscal year $279,094.13 lapsed from fund No. 001-47810-1200-00-00, the line item from which this claim could have been paid, and was returned to the State treasury. Of that amount, $73,144.38 was uncommitted. Even though the fund was not committed by the amount of this portion of the claim, the uncommitted balance was sufficient to cover it.

However, an examination of Claimant's bill of particulars reveals that a portion of the billing for electricity for air conditioning during the fiscal year 1977 was erroneously included and should properly have been

chargeable to fiscal year **1976.** That portion related to the period of June **14, 1976,** to July **1, 1976.** Prorating the amount chargeable to the department for that period in the same manner as above, we find that **$352.65** is barred because of the insufficient lapsing of funds for fiscal year **1976** as described above. Therefore, we find that **$22,479.52** is due and owing to Claimant and we enter an award accordingly.

Following fiscal year **1978, $48,679.76** lapsed from fund No. 001-47810-1200-00-00, the line item from which this claim could have been paid. **$16,444.59** was the balance of uncommitted funds which lapsed. The fund was not committed by the portion of this claim relating to that fiscal year, **$21,252.49,** an amount in excess of the uncommitted balance. No other claims have been made against this **1978** line item. Therefore we are able to make an award of the entire unobligated balance, **$16,444.59** To make an award in excess of that amount would be effectually granting the department a deficiency appropriation.

However, the bill of particulars indicates that a portion of the claim relating to fiscal year **1978** actually related to fiscal year **1977.** That portion was for electricity for air conditioning for the period of June **15, 1977,** through June **30, 1977.** Prorating the amount chargeable to the department in the same manner as above, we find that **$354.31** was a fiscal year **1977** obligation for which sufficient funds for payment did lapse and we enter an award accordingly.

Adding up the amounts due and owing Claimant as set forth above, the total is **$46,330.15** and we hereby award said total to Claimant.

(No. 80-CC-1545—Claimant **awarded $10,418.95.)**

FIDELITY & DEPOSIT COMPANY OF MARYLAND, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed March 18,1982.

MCNEELA & GRIFFIN (CORNELIUS F. RIORDAN, of counsel), for Claimant.

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

CONTRACTS—*reimbursement of contractor's surety stipulation.* **Based on stipulation of parties, award was granted to reimburse Claimant, contractor's surety, for value of services rendered under contract for construction of high school.**

POCH, J.

This matter comes before the Court on a stipulation filed by the parties.

The Claimant seeks reimbursement for the value of services rendered to the Capital Development Board (CDB) under a contract for the construction of the Crystal Lake High School (Project). The Claimant's right to recover is based on its being the surety for a contractor which had been defaulted on the project.

The complaint sought recovery of **$14,035.30.** However, the CDB offered **$10,418.95** as a resolution for the services involved. The Claimant has agreed to accept the offer of the CDB.

Based on the stipulation of the parties and the report of the CDB attached thereto, the Court accepts the parties' position in this case.

It is hereby ordered that Claimant, Fidelity & Deposit Company of Maryland, be and is hereby awarded

the sum of **$10,418.95** (ten thousand four hundred eighteen dollars and ninety five cents) in full and final satisfaction of any and all claims involved herein.

(No. 80-CC-1554—Claimant awarded $3,536.00.)

HENSON ROBINSON COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed *April 8,* 1982.

GILLESPIE, CADIGAN & GILLESPIE, for Claimant.

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

STIPULATIONS—*additional labor* costs—delay by State. Award granted for additional labor costs incurred by Claimant in connection with construction project as parties stipulated that State was cause of delay resulting in damages to Claimant.

ROE, C.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 damages arising from a delay in construction caused solely by the Respondent. The Respondent has stipulated that the Claimant had nothing to do with the delay and the Claimant was damaged in the amount of **$3,536.00** as the result of additional labor costs caused by the delay of approximately one year. The supplemental departmental report shows that funds were available had they been properly utilized.

It is therefore ordered, in accordance with the Respondent's stipulation, that this Claimant be granted an award in the amount of $3,536.00.

(No. **80-CC-1581—Claimant awarded $2,960.75.)**

ALLIED MILLS, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 21,1981.

GAGEN & SCHULTE, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*award granted based on joint stipulation.*

POCH, J.

This cause coming to be heard on the joint stipulation (a copy of which is attached to this order) of the parties hereto to the entry of an award herein, and the Court being fully advised in the premises:

It is hereby ordered that the joint stipulation of the parties asking for the entry of an award in the amount of two thousand nine hundred sixty dollars and seventy five cents **($2,960.75)**be, and the same is hereby granted, all matters in controversy having been fully settled, adjusted and compromised.

JOINT STIPULATION

Now comes the Respondent, by its attorney, Tyrone C. Fahner, Attorney General of Illinois, and the Claimant, Allied Mills, Inc., by its attorney, Franklin C. Gagen, and jointly stipulated as follows:

1. That this claim arises out of snow removal operations carried out between January **24** and February **7, 1979,** by the State of Illinois, and acting through its employees and agents.

2. That Claimant owns an experimental research farm situated near the town of Libertyville, Illinois, lying

generally south of Illinois Highway **60** on the north and west of Illinois Highway **21** (Milwaukee Avenue).

3. That at or about the east property line of Claimant's property, there is a chain link fence lying parallel to Milwaukee Avenue, a distance of approximately one mile.

4. That during aforesaid snow removal operations, the State of Illinois, acting through its employees and agents, damaged the chain link fence.

5. That both parties agree that the incident caused the Claimant to suffer damages in the amount of **$2,960.75.**

6. That both parties agree to the granting of an award in the amount of **$2,960.75** to Claimant and that said award will constitute full and final satisfaction of the claim herein.

7. That Claimant, in receiving the above award, agrees to relinquish and waive any right to additional damages from respondent incurred from the damage to the fence which is the subject of this claim.

8. That Claimant, by its acceptance of the above award, furthermore releases Respondent from any further liability arising on of or account of the aforesaid damage to the fence as alleged in paragraphs one through four.

9. That no other evidence, oral or written, will be presented to the Court in this claim.

10. That both parties waive hearing and the filing of briefs.

Wherefore, Respondent and Claimant hereby agree to the entry of an award in the amount of **$2,960.75** (two thousand nine hundred sixty dollars and seventy five cents).

(No. **80-CC-1691—Claimant awarded $203.61.)**

XEROX CORPORATION, Claimant, *v.* THE STATE OF ILLINOIS, **Respondent.**

Order filed February 11,1982.

FALLS AND SAMIS, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—petition to reopen record denied. **State's petition to reopen record to introduce departmental report concerning claim denied as matter had been continued for nearly two years to allow introduction of report which was never produced.**

ROE, C.J.

This matter coming on to be heard upon the petition of Respondent to reopen the record herein, and it appearing to the Court that Claimant has received due notice of this petition, and the Court being fully advised in the premises;

The record in this matter indicates that this claim was filed on March 27, 1980. The Attorney General requested a departmental report from the Department of Children and Family Services approximately two weeks later. Sixty days having passed, the claim was assigned to a commissioner who set a hearing date nearly five months in advance. The case was then continued until March 3, 1981, at which time the commissioner indicated it was to finally be disposed of. However, it was continued again until June 24, 1981, well over a year after the claim was filed.

Present at the June 24, 1981, hearing were two assistant attorneys general and Claimant's lawyer and the commissioner. A departmental report was still unavailable. The commissioner filed his recommendation anyway.

Nearly one month after the last scheduled hearing, Respondent filed the petition to reopen the record to introduce the departmental report which was alleged to have been received approximately two weeks after the last hearing. Said petition states at item No. 4 that the departmental report is attached to the petition. However, neither the Court nor the clerk's office has ever received it. It is now going on two years since this claim was filed.

It is hereby ordered that the petition of Respondent be, and hereby is, denied and Claimant is awarded the sum of $203.61 in full satisfaction of this claim.

(No. 80-CC-1716—Claimant awarded $2,422.02.)

XEROX CORPORATION, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 19, 1982.

FALLS AND SAMIS, for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS DONOVAN AND KATHLEEN O'BRIEN, Assistant Attorneys General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*defense not* raised—award allowed. Award allowed in amount claimed as State had made request of Department of Children and Family Services for report on claim, but no report was ever filed with Court of Claims, therefore Court would hold that no defense was timely raised and award would be allowed.

ROE, C.J.

This is a claim in the amount of $2,422.02 against the State of Illinois, Department of Children and Family Services for $2,422.02. It was filed on March 26, 1980, and a request was made of the department for a report on the matter by the Attorney General's office about three weeks later. Because no written answer was filed within 60 days a general denial was deemed made and the case was assigned to a commissioner to set for hearing.

The commissioner originally set it for hearing on November **8, 1980,** but continued it because no departmental report was available. By order of the commissioner it was scheduled for final disposition on March **11,1980,** nearly one year after it had been filed. However, the Department of Children and Family Services still had not

---

(No. **80-CC-1726—Claimant awarded** $10,900.00.)

LaSalle National Bank, as Trustee under Trust No. 46121, Claimant, *v.* The State of Illinois, Respondent.

Opinion filed December *4,1981.*

Hoffman and Davis, for Claimant.

Tyrone C. Fahner, Attorney General (Andrew R. Jarett, Assistant Attorney General, of counsel), for Respondent.

Leases—*"stop tax" clause—stipulation—award allowed.* Claim was allowed for additional money due Claimant under terms of "stop tax" clause of lease, as parties had entered into joint stipulation concerning claim and Court found it to be properly authorized expenditure.

Roe, C.J

The record in this cause indicates the purpose of the expenditure by the Department of Public Aid for which this claim was filed was for additional money due the Claimant under the terms of a contract entered into by

the Respondent. Specifically, Claimant is being reimbursed under the provisions of the "stop tax" clause provision of the lease.

The Attorney General has entered into a joint stipulation with the Claimant for the entry of an award in the amount of $10,900.00 in full and final satisfaction of the claim. The Court, after examining the claim, finds that this was a properly authorized expenditure, and agrees with Claimant and Respondent. Accordingly,

It is hereby ordered that the Claimant, LaSalle National Bank, as Trustee under trust No. 46121, be and is hereby awarded, in full satisfaction of any and all claims presented to the State of Illinois, the sum of ten thousand nine hundred dollars and no cents ($10,900.00).

(No. 80-CC-1773—Claim denied.)

WILLIAM MACKOWIAK, Administrator of the Estate of Mark W. Mackowiak, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, Respondent.

Opinion filed May 10,1982.

EDWARD R. VRDOLYAK, LTD., for Claimant.

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

HIGHWAYS—state *is* not insurer against *all* accidents. State only has duty to keep highways reasonably safe for ordinary travel by persons using due care and caution for their own safety, since State is not insurer against all accidents on highways.

NEGLIGENCE—burden of proof on Claimant. Claimant must prove by preponderance of evidence that State is negligent, that State's negligence was proximate cause of Claimant's injury, and that Claimant was free of contributory negligence.

CONTRIBUTORY NEGLIGENCE—approaching known danger without care *is* contributory negligence.

HIGHWAYS—collision with service truck—contributory negligence—claim denied. Claimant denied recovery where evidence established that Claimant's decedent was contributorily negligent in failing to have his automobile under control on wet pavement when he was approaching flagman waving sign warning of parked service truck and parked truck had warning lights and flasher lights which were visible to decedent as he approached.

HOLDERMAN, J.

On March 29, 1979, at approximately 12:55 p.m., Mark Mackowiak was operating a 1977 Toyota Corolla westbound on 1-55 and approaching a point approximately one mile east of the County Line Road where 1-294 crosses over 1-55. At that time and place, the State of Illinois Department of Transportation vehicles were on 1-55 under the 1-294 overpass trying to relieve a blocked sewer that had flooded the innermost westbound lane, part of the second lane, and the median shoulder. The easternmost State truck was parked half on and half off the median shoulder on the westbound lane. Behind that truck, a flagman was stationed 90 to 100 feet east, standing on the shoulder facing east. The flagman was carrying a sign which was on a paddle that was two feet in diameter with a reflectorized legend. He testified that the sign and the four flashing lights and the mars light located on the rearmost truck of Respondent were all operating prior to and at the time the Claimant's decedent collided with the truck.

The evidence shows it had been a rainy day, and there is conflicting testimony as to whether it was raining at the time the accident occurred, but the pavement was unquestionably wet. The evidence is clear that the area was visible for at least one-half mile away.

According to the only eyewitness, the decedent lost control of his vehicle prior to the impact, resulting in his death.

Thus, we have a situation where an accident happened in midday, the scene of the accident was clearly visible for at least one-half mile, a flagman with a reflectorized legend was stationed approximately 100 feet behind a State truck, and the truck's warning lights and flasher lights were all in operation prior to and at the time decedent's car collided into the State truck and the concrete wall along the median strip.

There is evidence in the record showing the decedent had received numerous speeding tickets prior to the accident, that he had participated in various types of auto races, and that results of blood tests made by the medical examiner's office showed he had been driving at the time of the accident under the influence of alcoholic beverages.

Claimant states that the State was negligent in not having warning signs farther out than one-half mile from the scene of the accident and that it was negligent in parking the truck partway on the pavement.

This Court has repeatedly held that the State is not an insurer against all accidents occurring on its highways, but only has a duty to keep its highways reasonably safe for ordinary travel by persons using due care and caution for their own safety. 25 Ill. Ct. Cl. 209.

Claimant bears the burden of proving by a preponderance of the evidence that the State is negligent; that the State's negligence was the proximate cause of Claimant's injury; and that Claimant is free of contributory negligence. (*Nestman v. State* (1975), **31** Ill. Ct. Cl. 62.) In the same case, this Court held that "to approach a place of known danger without care commensurate with such danger is contributory negligence." **31** Ill. Ct. C1.62, 73.

Claimant argues that the evidence that was admitted relative to the speeding tickets of the decedent and the evidence submitted relative to decedent using alcoholic beverages prior to the time of the accident was inadmissible.

Eliminating the evidence relative to the possible intoxication of decedent and also that of the speeding tickets, we have a picture of an individual driving on a wet pavement approaching a flagman waving a reflectorized sign, and a State truck with warning lights and flasher lights on the rear of said truck, all of which were visible, according to an eyewitness, for a distance of approximately one-half mile. Despite this fact, decedent lost control of his automobile, collided with the State truck and the concrete wall along the median strip, and was killed.

It is of the opinion of this Court that Claimant has failed to prove any negligence on the part of the State and that the proximate cause of this accident was the result of decedent's own actions in failing to have his automobile under control on a wet pavement thereby losing control of said automobile. To hold otherwise would make the State of Illinois an insurer against all accidents occuring on its highways despite the negligence of drivers of vehicles travelling upon said highways.

Award denied.

(No. **80-CC-1775—Claimant awarded $9,336.50.)**

GOODWILL INDUSTRIES OF CHICAGO, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 1,1982.

KARAGANIS & **GOLD,** for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE and CARL J. KLEIN, Assistant Attorneys General, of counsel), for Respondent.

LAPSED ***APPROPRIATIONS—lapsed appropriation claim defined.*** Lapsed appropriation claim is one where payment was not made solely for reason that funds appropriated have lapsed.

CONTRACTS—*breach of* ***contract claim defined.*** Breach of contract claim encompasses all claims where payment has been denied for any reason other than lapse of appropriation.

LIMITATIONS—*five-year limitations period applied to both lapsed appropriation claims and breach of contract claims.* The distinction between lapsed appropriation claims and breach of contract claims has no legal basis, as the reason for keeping the two separate relates mainly to court administration and not elements of proof or legal theory, therefore the Court of Claims holds that the five-year statute of limitations applies to both lapsed appropriation claims and breach of contract claims.

LAPSED ***APPROPRIATIONS—five-year limitations period applies to lapsed appropriation claims and breach of contract claims.*** State's motion to dismiss claim on ground it was not filed within two-year period applicable to lapsed appropriation claims was denied as Court held that no distinction between lapsed appropriation claims and breach of contract claims justifies different limitations periods and five-year limitations period would be held to apply to lapsed appropriation claims as well as breach of contract claims.

ROE, C.J.

This is an action for breach of contract. Jurisdiction is found under section 8(b) of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.8(b)). Claimant alleged that it provided services to Respondent for which Respondent refused to pay and seeks damages in the amount of $10,100.50 plus costs of this suit.

Respondent moved to dismiss this claim on the grounds that the applicable statute of limitations had expired. It was Respondent's position that the reason for the nonpayment was that Claimant had not billed the State prior to the lapsing of the appropriation and thus the State was unable to make the payment. Respondent sought to characterize the complaint as not one for breach of contract but one for lapsed appropriation.

Respondent then argued that, as such, it would come within section 22(g) of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.22(g)), which provides for a two-year statute of limitations. Because the complaint alleged that the billings were for the period September 24, 1973, to December 20, 1976, and the complaint was not filed until March 31, 1980, Respondent argued that the claim should be barred. Claimant objected to this line of reasoning by disagreeing with Respondent's position that its claim was not based on breach of contract and argued that the five-year statute of limitations provided for in section 22(a) (Ill. Rev. Stat. 1979, ch. 37, par. 439.22(a)), applied. Respondent filed a response to Claimant's objection which stated that it has now adopted a policy of treating such cases as contracts with a five-year statute of limitations.

The initial distinction between a contract claim and a claim based upon lapsed appropriation made by Respondent in its motion to dismiss was one often made by this Court in the past. A lapsed appropriation claim is a cause of action peculiar to this Court because of the State's accounting system. The various State agencies are constrained to make payments for goods and services rendered during a fiscal year from funds appropriated for that fiscal year. At the end of the fiscal year funds which were unexpended lapsed and the department operates on funds appropriated for the next fiscal year. Therefore the agencies cannot pay late billings, and providers file in this Court for their payment. A lapsed appropriation claim is one where payment was not made solely for the reason that the funds appropriated therefor have lapsed. The distinction made between this type of claim and one for breach of contract was that the latter encompassed all such claims where payment was denied for any other reason.

After careful consideration of the issue, we hold that a five-year statute of limitations applies in both instances. In doing so we recognize that we are overturning a line of previous decisions to the contrary. However, upon close scrutiny the distinction has no legal basis. The reasons for keeping the two separate relate mainly to court administration and elements of proof and not legal theory. The important factor in each situation is that the State did not fulfill its obligation under the contract. Payment was not made and, where it is owing, this constitutes a breach. The distinction is one of description only. A lapsed appropriation claim is one type of a breach of contract.

Respondent's motion to dismiss is hereby denied. In its response to Claimant's objections to said motion Respondent states that in event the motion is denied it would be willing to stipulate to an award. So we turn now to the issue of damages. Claimant in its complaint seeks **$10,100.50.** Respondent would agree to an award of **$9,336.50,** the difference alleged due to two duplicate billings of **$382.00** each. This stipulation was based upon the departmental report which states that sufficient funds lapsed from which this claim could have been paid.

Claimant is hereby awarded the sum **$9,336.50** (nine thousand three hundred thirty six dollars and fifty cents) in full satisfaction of its claim. Claimant's prayer for costs is hereby denied.

(No. 80-CC-1975—Claim denied.)

SUSAN C. FARR, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed August 24,1901.

SUSAN C. FARR, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (**GLEN P. LARNER,** Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*retroactive* pay *denied—personnel* rules not followed. Claimant's request for retroactive pay based on reallocation of her position following reconsideration of audits of positions of certain fellow employees was denied as Claimant did not follow Rules of Department of Personnel by making required written request for reconsideration of her position and the date of reallocation could therefore not have occurred on date other employees requested reconsideration, but would be held to have occurred on actual date of reallocation.

HOLDERMAN, J.

This case comes before the Court on the motion of Respondent for summary judgment.

During August of 1977, Claimant and four other employees requested **an** audit of their positions, all of which were Mental Health Administrator III, pursuant to Rule 1—20 of the Rules of the Department of Personnel. After the audit, a decision was made in November of 1978 that their classifications as Mental Health Administrator III should remain the same.

In December of 1978, the other four employees requested a reconsideration of the decision, as provided for by Rule 1—30. Rule 1—30 provides as follows:

"RECONSIDERATION: Within 30 days after receiving notice of such decision the incumbent in such position may make a request in writing of the Director for a reconsideration of the decision. Thereafter, the Director shall reinvestigate the duties and responsibilities of such position and related positions, if necessary, and the affected employee shall be given a reasonable opportunity to be heard.

After such investigation, the Director shall render a decision in writing and it shall be served on the employee in person or by certified mail, return receipt requested at the last address shown in the personnel file. ***The effective date of the Director's reconsidered decision shall be the date such request for reconsideration was received* by *the Director.***

An employee wishing to appeal the Director's reconsidered decision shall serve upon the Civil Service Commission notice of appeal of said reconsidered decision in writing within 15 days after receipt of notice of the reconsidered decision. A copy of the notice of appeal shall also be served upon the Director." (Emphasis added.)

Unlike the other four employees, Claimant did not submit a written request for reconsideration.

In September of 1979, reconsidered decisions for the other four employees were issued, under which they were reclassified to Mental Health Administrator IV. Although Claimant did not request a reconsideration and did not receive a reconsidered decision, her position was nevertheless reallocated to Mental Health Administrator IV on November 7, 1979, and has been paid accordingly since that date. The other four employees, however, received retroactive increases going back to December of 1978, the date of their requests for reconsideration.

The question now before the Court is whether Claimant should also be paid retroactively to the date the others made their requests, notwithstanding the fact that Claimant made no such request. It is the opinion of the Court that Claimant is not entitled to retroactive benefits from her reallocation. Rule 1—30 states quite clearly that the effective date of the reconsidered decision shall be the date on which the request for reconsideration was received by the Director. Since no request was made, the effective date of the reallocation cannot occur prior to the date of the reallocation itself, which was November 7,1979. The fact that the other four employees followed the provisions of Rule 1—30 does not entitle

Claimant to a retroactive increase. Claimant's rights and benefits must be determined by her own conduct rather than that of others in similar situations.

The provisions of Rule 1—30 have been upheld and followed by this Court in prior cases, where we held that the Rules of the Department of Personnel have the force and effect of law. (***Deutsch v. State*** (1980), 33 Ill. Ct. Cl. 157, ***Lewis v. State*** (1980), 33 Ill. Ct. Cl. 150, ***Smith v. State,*** 34 Ill. Ct. Cl. 384, and ***Swartz v. State*** (1980), 33 Ill. Ct. Cl. 139.) The instant claim presents no grounds for the Court to abandon this position, and offers no facts indicating Claimant's entitlement to any salary increase retroactive from the date of her reallocation.

This Court hereby grants Respondent's motion for summary judgment, and the claim is hereby denied.

(No. 80-CC-2086—Claimant awarded $4,500.00.)

DRAVO MECHLING CORPORATION, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 17, 1981.

BRADLEY, MCMURRAY, BLACK & SNYDER, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*barge collision with bridge—claim allowed.* **Based on joint stipulation of parties, claim was allowed for damages which occurred when Claimant's barge collided with bridge which malfunctioned and was unable to be lifted in time to allow passage of barge.**

POCH, J.

This claim comes before the Court on a joint stipulation by the parties. The joint stipulation states as follows:

1. That the instant claim sounding in tort arose from a collision of a barge owned by Claimant with the Cass Street Bridge over the Sanitary and Ship Canal near Joliet, Illinois.

2. That on June 6, 1978, the barge, M/V Craig M was approaching said bridge and the pilot made the necessary signals to alert the bridge operator of the approach.

3. That the bridge operator acknowledged the approach with his signal and then began the process of opening the bridge.

4. That the first step in the bridge opening process was the lowering of a traffic gate.

5. That the bridge tender attempted to lower that gate but the mechanism failed to operate.

6. The bridge tender then signaled the barge to stop but because of the size and handling characteristics of such barges the pilot could not stop in time.

7. Both the bridge tender and the repair technician testified at depositions in this case.

8. Both testified that the mechanism failed due to a power surge and that the same situation had occurred in the past.

9. That in addition the policy for the bridge operation is to begin opening the bridge when the barge reaches a distance of 300 feet from the bridge.

10. That it is impossible for a barge to stop within 300 feet once the go ahead signal has been changed to stop because of a malfunction.

11. That Respondent agrees that the bridge malfunc-

tioned, that it had done so in the past and that the policy of operation did not allow for a safe stopping distance.

12. That the M/V Craig M was damaged in the collision and in addition was unable to operate and generate income during its repair.

13. That based upon the complaint, bill of particulars and discovery completed by both parties, the parties agree that an award of $4,500.00 is a fair and reasonable compensation.

14. That said sum further reflects both the actual or liquidated damages and the loss of income suffered by Claimant.

15. That the Claimant agrees to accept the award of $4,500.00 as full and final satisfaction of all claims arising out of the June 6,1978, collision, waives and relinquishes any and all future claims arising out of said accident and releases the State from further liability for said accident.

16. That both parties waive the hearing in the cause and the submission of briefs.

17. That no other evidence will be presented to the Court.

18. That the facts of this cause are substantially similar to the case of ***Sioux City and New Orleans Barge Lines, Znc. v. State*** (1978), 32 Ill. Ct. C1.603, wherein the Court made an award for actual damage and loss of use.

19. That like the instant cause, the bridge tender in ***Sioux City*** signaled the go ahead, the bridge malfunctioned and the barge was unable to stop in time.

Although the Court is not obligated to accept a stipulation such as this and grant an agreed award, it does not lack authority to do so if the terms of the

stipulation appear to be fair and reasonable. It also has no desire to interpose a controversy between parties where none exists.

The recitation of agreed-upon facts in the above stipulation is reasonably thorough and affords a basis for granting an award based upon the negligence of the Respondent. The Court sees no grounds for questioning the accuracy of the above facts or the reasonableness of the agreed damages. Since both parties have had ample time to investigate the incident, conduct discovery, and analyze their respective positions we assume that the stipulation was entered into intelligently and with full knowledge of the facts and applicable law. We therefore accept the stipulation and approve the agreed award.

Claimant, Dravo Mechling Corp., is hereby awarded the sum of $4,500.00 (four thousand five hundred dollars and no cents) in full and final satisfaction of the instant claim.

(No. 80-CC-2285—Claimant awarded $78.76.)

BERNARD CHLAPECKA, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed* July *15,1981.

BERNARD CHLAPECKA, pro *se*, for Claimant.

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

STIPULATIONS—*property damage—award granted.* **In action heard on joint stipulation of parties as to claim for property damage, award was granted in amount found due and owing pursuant to Claimant's complaint.**

POCH, J.

This claim coming on to be heard on the joint stipulation of the parties hereto, and the Court being fully advised in the premises:

The Court finds that this claim is for property damage. An investigation of this claim by the Department of Corrections determined that a total amount of **$78.76** (seventy eight dollars and seventy six cents) is due and owing to Claimant pursuant to Claimant's complaint. (A copy of said report being attached to the joint stipulation of the parties.)

It is hereby ordered that the sum of **$78.76** (seventy eight dollars and seventy six cents) be and is hereby awarded to claimant, Bernard Chlapecka, in full satisfaction of any and all claims hereby presented to the State of Illinois.

(No. 80-CC-2274—Claimants awarded $483,020.00.)

SHIRLEY COPPOTELLI and JEAN DEERING et *al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 30,1981.

Amended opinion filed December 30,1981.

MICHAEL J. HOARE and STUART R. BERKOWITZ, for Claimants.

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

CIVIL Rights—sex ***discrimination in employment—class action—attorney feesawarded.*** Attorney fees for Claimants' attorneys were awarded by Court of Claims based on stipulation arising from class action in Federal court alleging sex discrimination by Secretary of State's office regarding positions of driver examiners where attorneys filed action in Court of Claims to enforce judgment of Federal court settling discrimination claim.

HOLDERMAN, J.

This case involves the matter of attorney fees for Claimants' attorneys who represented approximately 280 employees of the Illinois Secretary of State's office in a class action suit against the Secretary of State.

The suit in question was filed in the United States District Court for the Eastern District (now Southern District) of Illinois against Michael J. Howlett, Illinois Secretary of State, and certain supervisory personnel in the office of the Secretary of State.

Claimants were female driver examiner aides who unsuccessfully applied for or who were available and qualified for the higher position of driver examiner in the Secretary of State's driver's license division. The suit alleged that the Claimants had been discriminated against because of their sex in that females were in practice and policy eligible only for positions as aides, while males were provided jobs as driver examiners.

After approximately five years of pretrial proceedings, just prior to trial, the Secretary of State's office, through its counsel, entered into a stipulation of settlement.

Class members were individually identified, and each individual's monetary share of the settlement was separately computed based upon a payment of $108.80 per month, multiplied by the number of months of that individual's actual employment within the Secretary of State's office after August 19, 1973. Each of the two Claimants was allowed an additional sum of $2,000.00 as plaintiff representatives of the class. Attorney fees were allowed for plaintiffs' counsel in the sum of $109,000.00, plus taxable costs. On May 23, 1980, the United States

District Court entered a consent decree of judgment on the stipulation.

Claimants filed their complaint in the Court of Claims to enforce the judgment of the United States District Court. Respondent filed a stipulation that it believes the awards to be reasonable and proper as to the individual payments and the additional $2,000.00 to the two representative plaintiffs named. Respondent stated, however, that it could not form an opinion on the reasonableness of the award of $109,000.00 in attorney fees.

A commissioner for the Court of Claims held hearings in regard to the attorney fees and filed his recommendation.

The attorney fees allowed were allocated $70,940.00 to Michael J. Hoare and **$38,060.00** to Stuart R. Berkowitz, counsel for the plaintiffs in the Federal court action.

The record cites in detail the work the attorneys did in securing the settlement and, in particular, points out that Claimants had attempted to secure other counsel to represent them in this matter but were unsuccessful in securing anyone willing to take the case. The total amount recovered was **$371,008.20.**

The record also discloses that counsel were able to keep the Claimants from being discharged from their employment positions with the Secretary of State because of threatened reorganization and ultimately were able to secure a settlement for the full amount of pay differential requested.

In view of the fact that the United States District Court has already approved this settlement fixing the

amount of attorney fees and the record made before the commissioner of the Court of Claims shows the time involved by Claimants' attorneys and since no real opposition was made for their claim for fees, the Court approves the stipulation previously approved by the United States District Court in which attorney fees were fixed at $109,000.00, said amount to be divided between the two attorneys as heretofore set forth.

AMENDED OPINION

HOLDERMAN, J.

The Court, upon further consideration of the opinion heretofore entered in this case, believes an amended opinion is necessary to clarify the intent of the Court in its original opinion.

The Court hereby enters an award in favor of Claimants as shown by the consent decree of judgment on the stipulation, a copy of which **is** attached hereto and incorporated herein.

The original opinion did not specifically state that the attorney fees in the amount of $109,000.00 and the $4,000.00 payable to the two representative Claimants, Shirley Coppotelli and Jean Deering, was to be in addition to the award of $369,920.00 awarded to Claimants.

Court costs, in an amount not to exceed $100.00, will also be paid by Respondent, making a total award of **$483,020.00** in favor of Claimants.

(No. **81-CC-0028—Claimants awarded $2,000.00.)**

MARY BROWN and STATE FARM INSURANCE COMPANY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 9, 1982.

GARRETSON & SANTORA, for Claimant.

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

STIPULATIONS—*property damage—award allowed.* **On stipulation of parties an award was entered for Claimant's damaged property where State conceded liability.**

POCH, J.

This matter comes before the Court upon joint stipulation of Claimant and Respondent to the entry of an award for Claimants' damaged property in the amount of $2,000.00 and Respondent having conceded liability for such damage to that extent. The Court being otherwise duly advised in the premises, therefore,

It is hereby ordered that an award be entered in favor of Claimants, Mary Brown and State Farm Insurance Co., in the amount of $2,000.00 (two thousand dollars and no cents) in full and final satisfaction of this property loss claim.

(No. **81-CC-0031—Claimant awarded $506.50.)**

DAVID CHANG LEE, M.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 4, 1982.

JAMES F. HYNAN, for Claimant.

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

PUBLIC AID CODE—*medical seruices to recipients—additional award allowed.* **Where Claimant performed medical services for public aid recipients and was paid the maximum amount allowed due to budget restraints upon Department of Public Aid at time payment was made, an additional award was allowed based on Claimant's additional documentation for additional services which had not previously been submitted to Department for payment.**

POCH, J.

The record in this cause indicates that the purpose of the expenditure for which this claim was filed was based upon the contractual relationship between David Chang Lee, M.D., F.A.C.S., a provider in the Medical Assistance Program with the Illinois Department of Public Aid. The Attorney General has submitted a joint stipulation duly agreed to and signed by both parties based upon the information forwarded to his office by said Department, as evidenced by the departmental report and subsequent correspondence from the Department attached hereto.

Accordingly, this Court finds that Dr. David Chang Lee, M.D., F.A.C.S., did in fact perform the alleged surgical process on public aid recipients, Alphonse Genis and Cynthia Anderson. The Court finds that Dr. David Chang Lee submitted bills for **$4,980.00** to the Department of Public Aid for the services performed upon public aid recipients, Alphonse Genis and Cynthia Anderson. The Court finds that based upon section **5—7** of the Public Aid Code (Ill. Rev. Stat. **1977,** ch. 23, par. 5—7) and the budgetary restraints upon the Department to reimburse Claimant, Dr. Lee, for surgical services performed, that Claimant received **$1,856.00** which was the maximum allowable payment under these conditions. The Court further finds that Claimant did submit additional documentation for additional services which were not previously submitted to the Department of Public Aid, and based upon the budgetary restraints as is authorized pursuant to section **5—7** of the Public Aid

Code (Ill. Rev. Stat. 1977, ch. 23, par. 5—7) the Claimant is entitled to an additional award of $506.50.

It is hereby ordered that the Claimant, David Chang Lee, M.D., F.A.C.S., be and is awarded $506.50 in full satisfaction of any and all claims presented to the State of Illinois for public aid recipients, Alphonse Genis and Cynthia Anderson, and should be paid out of the current public aid appropriation.

(No. 81-CC-0058—Claim denied.)

STATE EMPLOYEES' RETIREMENT SYSTEM OF ILLINOIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 18, 1982.

STATE EMPLOYEES' RETIREMENT SYSTEM OF ILLINOIS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (**SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*appropriations are made by General Assembly.* General Assembly by law shall make appropriations for all expenditures of public funds by State and appropriations for fiscal year shall not exceed funds estimated by General Assembly to be available during that year and no indebtedness shall be contracted on behalf of State and State shall not be bound in any amount in excess of the money appropriated, unless expressly authorized by law.

STATE EMPLOYEES BACK SALARY *CLAIMS—retirement contributions* by *State—no appropriation—claim denied.* Claimant's action seeking sum representing employer retirement contributions from State allegedly due by reason of legislative action granting back salary to certain retired State employees was denied as no legislation was passed appropriating any money for such payments and the Court of Claims has no authority to make such an award as it would amount to making an appropriation in violation of State constitution.

ROE, C.J.

Claimant seeks payment of the sum of **$3.003.20** which sum represents employer retirement contributions

from the State allegedly due Claimant by reason of legislative action granting back salary to certain retired State employees. Claimant alleged that it made demand for the payment from the Office of the Comptroller but such demand was refused on the grounds that the funds appropriated for such payment have lapsed. However, the letter to Claimant from the director of budget and administrative services of the comptroller's office which Claimant attached to its complaint as a bill of particulars states that payment was not made because there was no appropriation for such payment.

On August 20, 1979, P.A. 81-209 became law, making an appropriation for payments mandated by P.A. **81—1132** which reads in pertinent part as follows:

> **"The State Comptroller shall give reimbursement to employees who retired during fiscal year 1978 but prior to June 30, 1978, and who thus were not eligible** for **the lump payment, a payment equal to what they would have received had they been under a collective bargaining contract in fiscal year 1978, as is determined by the Department of Personnel."**

The payroll was processed and State warrants were issued on June 30, **1980.** No concurrent payments were made to social security or retirement because the appropriation by P.A. **81—209** provided only for personal service payments and no employer contributions.

Subsequently, other legislation was passed to provide for payment to social security. Apparently it was felt at that time that retirement contributions were not necessary. Now it appears that Claimant and the Office of the Comptroller feel that although ***employee*** contributions to retirement are not necessary, ***employer*** contributions are. Unfortunately no legislation was passed appropriating any money for such payments. Respondent moved for dismissal on those grounds and the case is before us now on that motion.

The Constitution of the State of Illinois states that:

"The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for the fiscal year shall not exceed funds estimated by the General Assembly to be available during that year." (Ill. Const. 1970, art. VIII, sec. 2B.)

Furthermore, section 30 of the State Finance Act states that:

"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." (Ill. Rev. Stat. 1979, ch. 127, par. 166.)

As no officer, institution, department, board or commission of the State may contract indebtedness in excess of the amount of money appropriated to it by the legislature, any such obligations would be void. Because no appropriation was made for payment of what Claimant is seeking, the claim must be denied.

For us to grant an award to the Claimant in this matter would in effect be the making of an appropriation in violation of our State Constitution. The legislature passed the act giving rise to this and it passed the act providing for funding. They did not choose to fund the retirement system which was their prerogative. We cannot do so on these facts.

Claim denied.

(No. 81-CC-0072—Claimant awarded $402.00.)

JOHN H. SPIEGLER, M.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February *16, 1982.*

JOHN H. SPIEGLER, M.D., pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*indebtedness in excess of appropriation is prohibited unless expressly authorized by law.*

SAME—food and medical care of prisoners expressly authorized by law.

SAME—wards of State—duty to feed, clothe and shelter—juvenile court Act. The Juvenile Court Act imposes upon the legal custodian of a child the duty to provide child with food, shelter, education and ordinary medical care and the State is therefore expressly authorized by law to provide such services to children in its custody.

GENERAL ASSEMBLY—control of public funds—function of General Assembly.

LAPSED APPROPRIATIONS—*medical care of State ward—claim allowed.* Medical provider caring for child who was in custody of Department of Children and Family Services should not be penalized because of difficulty Department faces in forecasting specific appropriation fund requirements for each fiscal year and claim would therefore be allowed for services rendered as services were expressly authorized by law and lapse of appropriation would not bar payment.

POCH, J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was medical services provided by the Claimant in fiscal years 1979 and 1980 for a child in the custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that the claim would have been paid out of appropriation and fund No. 001-41817-4400-08-00 (children's personal and physical maintenance) had the claim been timely presented. There were sufficient funds remaining in the appropriation in fiscal year 1979. There were not sufficient funds remaining in fiscal year 1980 to pay that portion of the claim. However, funds were available to the Department for the payment of this claim in appropriation and fund No. 001-41817-4400-03-00 (counseling services) if the Department had requested that a transfer bill be passed by the General Assembly.

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, unless expressly authorized by law.

Therefore, the only way an award of the fiscal year 1980 portion of this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law (*Fergus v. Brudy* (1917), 277 Ill. 272). Also the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The child for whom Claimant performed the services for which payment is sought was placed in the custody of the Department of Children and Family Services by an order of the circuit court of Cook County pursuant to the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—1 *et seq.*). Section 1—12 of the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—12) imposes upon the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care.

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the expenditures of public funds by the various agencies of State government. However, this is a situation very close to that of *Fergus v. Brudy*. Here, as in *Fergus v. Brudy*, the State agency had custody by court order and was authorized by law to provide basic necessities for the person in custody, in this instance a child.

The invoices for these services were submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay the invoices out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to properly forecast, sufficient funds would have been available for the payment of all of this claim.

Because the expenditure here in question was required by law, it is hereby ordered that the Claimant, John H. Spiegler, M.D., be and is hereby awarded the sum of $402.00 (four hundred two dollars and no cents).

(No. **81-CC-0183—Claimantawarded** $3,250.00.)

FORT DEARBORN HOTEL, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Order filed June* 9,1982.**

ANTHONY J. PAULETTO, for Claimant.

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

STIPULATIONS—*property damage—concededliability.* **Award was granted Claimant on basis of joint stipulation of parties as to property damage and State's concession of liability for such damage.**

POCH, J.

This matter comes before the Court upon joint stipulation of Claimant and Respondent to the entry of

an award for Claimant's damaged property in the amount of $3,250.00 and Respondent having conceded liability for such damage to that extent. The Court being otherwise duly advised in the premises, therefore,

It is hereby ordered that an award be entered in favor of Claimant, Fort Dearborn Hotel, in the amount of $3,250.00 (three thousand, two hundred fifty and no/100 dollars) in full and final satisfaction of its property loss claim.

(No. 81-CC-0189—Claim dismissed.)

DANIEL KATREIN and WILLIAM MCKNIGHT, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed April *16, 1982.*

Rehearing denied June *14,1982.*

JOHN F. VICKERS, for Claimants.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*dismissal—inadequate* **notice of intent.** Failure to provide notice of intent as called for by Court of Claims Act is basis for dismissal of action for damages due to negligent maintenance of highway.

NOTICE—*purpose of* **notice statute.** Notice statute is intended to allow prompt investigation of claims and an opportunity to defend and failure to give accurate description of location of accident makes notice defective and may be basis for dismissal of claim.

HIGHWAYS—notice of intent defective—claim dismissed. Claim for injuries sustained when Claimants' motorcycle struck hole in State road was dismissed as notice of intent filed by Claimants was defective in that it failed to accurately describe where hole was located or where accident occurred, as location was given as merely "in between" two named cities.

POCH, J.

This cause coming to be heard upon the motion of the Respondent to dismiss, due notice being given and

the Claimants having filed their reply thereto and the Court being fully advised;

Finds that the Claimants' notice of intent filed herein indicates their injuries were caused when their motorcycle hit a hole in the road on "Canal Road, in between Ottawa and Marseilles, in the County of La Salle, State of Illinois." There is nothing in the notices to indicate with any particularity where the accident occurred or where the hole in the road is located. The Claimants' complaint is no more specific.

Taking judicial notice that the distance between Marseilles and Ottawa is approximately eight miles, there is no indication given to Respondent where the accident occurred.

Section 22—1 of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.22—1) requires a description of the location of the accident. Failure to provide notice of intent as called for in section 22—1 is basis for dismissal of the action. Ill. Rev. Stat. 1979, ch. 37, par. 439.22—2.

It is well settled that the purpose of the notice statute is to allow prompt investigation of claims and an opportunity to defend them. (*Telford v. State* (1963), 24 Ill. Ct. Cl. 416, 418.) Failure to give an accurate description of the location makes the notice defective and is the basis for dismissal of the claim, *Seaton v. State* (1966), 25 Ill. Ct. Cl. 291, 295.

In the instant case the description of the location of the accident is vague and lacks any specificity. There is no indication of where on Canal Road the accident took place. Describing it as "in between" two cities does not meet the requirements of section 22—1 of the Court of Claims Act. While the trend in notice statute pleading

may be becoming more liberal, as Claimants allege, the notice in the instant case does not constitute substantial compliance with section 22—1 of the Court of Claims Act. The Claimants' failure to tender proper notice in compliance with section 22—1 requires dismissal of their action.

It is hereby ordered:

That the motion of the respondent to dismiss, be and the same is hereby granted and the complaint of the Claimants is dismissed with prejudice.

(No. 81-CC-0966—Claimant awarded $74.30.)

RESURRECTION HOSPITAL, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed October 26, 1981.

JOHN E. GROSKOPF, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*indebtedness in excess of appropriation is prohibited unless expressly authorized by law.*

SAME—food and medical care of prisoners expressly authorized by law.

SAME—wards of State—duty to feed, clothe and shelter—Juvenile Court Act. The Juvenile Court Act imposes upon the legal custodian of a child under the Abused and Neglected Child Reporting Act the duty to provide child with food, shelter, education and ordinary medical care and the State is therefore expressly authorized by law to provide such services to children in its custody.

GENERAL ASSEMBLY—control of public funds—function of General Assembly.

LAPSED APPROPRIATIONS—medical care of State ward—claim allowed. Medical provider caring for child who was in custody of Department of Children and Family Services should not be penalized because of difficulty Department faces in forecasting specific appropriation fund requirements for each fiscal year and claim would therefore be allowed for services

rendered as services were expressly authorized by law and lapse of appropriation would not bar payment.

POCH, J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for emergency medical services for Daniel Seng, a child who was in the protective custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that there were no funds remaining in the appropriation out of which this claim should have been paid (appropriation and fund No. **001-41817-4400-08-00),** but that funds were available to the Department for the payment of this claim in appropriation and fund No. **001-41817-4400-03-00** if the Department had requested that a transfer bill be passed by the General Assembly.

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, unless expressly authorized by law. Therefore, the only way an award on this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law. ***(Fergus v. Brady*** **(1917), 277** Ill. **272).** Also the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The child for whom these services were provided had been taken into protective custody **by** the Department of Children and Family Services pursuant to section

5 of the Abused and Neglected Child Reporting Act (Ill. Rev. Stat. 1979, ch. 23, par. 2055).

Section 5 of An Act creating the Department of Children and Family Services (Ill. Rev. Stat. 1979, ch. 23, par. 5005) provides that the Department shall have the authority, responsibilities and duties of a legal custodian under section 1—12 of the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—12) whenever a child is taken into protective custody pursuant to the Abused and Neglected Child Reporting Act and before the child is brought before a judge. Section 1—12 of the Juvenile Court Act imposes upon the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care.

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the government. However, this is a situation very close to that of *Fergus v. Brady*. Here, as in *Fergus v. Brady*, the State agency had custody because of the requirements of a statute and was authorized by law to provide basic necessities for the person in custody, in this instance a child.

The invoice for these services was submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay that invoice out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to

properly forecast, sufficient funds would have been available for the payment of this claim.

Because the expenditure here in question was required by law, it is hereby ordered that the Claimant, be and is hereby awarded the sum of **$74.30** (seventy four and 30/100 dollars).

(No. 81-CC-1016—Claim dismissed.)

ILLINOIS BELL TELEPHONE COMPANY, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Order filed August* 24,1981.**

PRITCHETT AND SCULLY, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

LIMITATIONS—*two-year limitation period applicable to tort claims.*

SAME—computation of limitations period. Time within which act provided by law is to be done shall be computed by excluding first day and including last and when last day is Saturday, Sunday or holiday, as defined by statutes in force, it is excluded.

SAME—officer lacks power to arrest—limitations period. State officer is without power to waive or arrest the running of the statute of limitations on a claim against the State and any Claimant who decries that he depended on the acts or promises of a State employee to toll the statute of limitations has deceived himself, therefore Claimant was barred from asserting claim for damage to underground cable as claim was not timely filed even though it was presented to Department of Transportation and its insurer prior to expiration of limitations period.

SAME—***statute of limitations is jurisdictional.*** Statute of limitations is jurisdictional on the Court of Claims and failure to comply with statute leaves Court powerless to enter any award.

SAME—statute of limitations need not be specifically pleaded.

SAME—public policy for statute of limitations. Statute of limitations is based on public policy that to all things there must be an end and there is no hardship in requiring Claimants to act within a reasonable time, and the failure to act, whether by lapse of time or omission, results in forfeiture of right.

NEGLIGENCE—damage to underground cable—barred by ***statute of limitations.*** Claimant was barred by statute of limitations from asserting claim for damage **to** underground cable even though claim was presented to Department of Transportation and its insurer prior to expiration of limitations period, as action was not filed until period had expired and State officials had no authority to arrest running of limitations period.

HOLDERMAN, J.

This case comes before the Court on a motion to dismiss filed by the Attorney General, for failure of the Claimant to file suit within the statute of limitations as provided in section 22(g) of the Court of Claims Act, Ill. Rev. Stat. 1979, ch. 37, par. 439.22(g).

The Claimant, Illinois Bell Telephone Company, filed on November **21,** 1980, a two-count complaint, in tort, under section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.8(d)), seeking an award of $16,207.'

In Count I Claimant sought recovery for damage allegedly done to an underground duct and telephone cable by an act of Respondent, Department of Transportation, approximately 500 feet west of Butterfield Road, Libertyville, Illinois. Claimant asserted that this act occurred on or about July 6, 1978.

In Count II Claimant sought recovery for damage allegedly done to an underground telephone cable, by an act of Respondent, Department of Transportation, approximately one-quarter (¼) mile south of Gages Lane on Route 41, Lake Forest, Illinois. Claimant asserted that this act occurred on or about August 30,1978.

'The Court notes that Claimant **has** two apparently unrelated claims, consolidated into one complaint. Future complainants would be well advised not to "piggyback" their claims in such manner.

The Limitations Act of the Court of Claims reads as follows:

"All other claims must be filed within 2 years after it first accrues, saving to infants, idiots, lunatics, insane persons and persons under other disability at the time the claim accrues, in which case the claim must be filed within 2 years from the time the disability ceases." (Ill. Rev. Stat. 1979, ch. 37, par. 439.22(g)).

Computation of the statute of limitations period is governed by section 1.11 of "An Act in relation to the Construction of Statutes" (Ill. Rev. Stat. 1977, ch. 131, par. 1.11):

"The time within which any act provided by law is to be done shall be computed by excluding the first day and including the last. When the last day is a Saturday, Sunday, or holiday, (as defined by statutes in force) it is excluded."

Claimant, as required by rules of the Court of Claims, has stated that Count I of the complaint was submitted to the attention of the Department of Transportation in October of 1978, and the Department's insurance carrier, Employers Self Insurance Service, and that Count II was submitted to the same parties on February 6, 1979. In both instances the claim was ultimately denied.

The threshold question is whether presenting the claims to the Department of Transportation will act to toll the running of the statute of limitations. The answer is no. A State officer is without power to waive or arrest the running of the statute of limitations on a claim against the State. Indeed, the Attorney General himself is powerless under the law to waive or arrest the running of the statute of limitations in favor of Claimant. (*McChesney v. State*, 4 111. Ct. C1.7.) Any claimant who decries that he depended on the acts or promises of a State employee to toll the statute has deceived himself. For:

"Every person is presumed to know the nature and extent of the powers of

State officers and therefore cannot be deemed to have been deceived or misled by acts done without legal authority. It is a familiar principal of law that all persons who deal with municipalities and subordinate boards and agencies of the State and National Government must, at their peril, inquire into the powers of the officers or agents of such municipalities, boards or agencies to make the contract contemplated. The acts of such officers can only bind in a manner and to the extent of authorized authority." (Conglis v. *State,* **14** Ill. Ct. Cl. *73,77.)*

Thus in ***Conglis, supra,*** letters to claimants signed by persons who, under the law, could not create **a** new liability nor enlarge an existing liability, left the claimants without a remedy after "blowing" the statute of limitations.

In the instant case, we hold that the clock started to run from the date the claim accrued, and was not tolled by presenting the claim to the Respondent, Department of Transportation, and its agents, as they had no authority to waive or stop the running of the statute of limitations.

It will be recalled that Claimant asserts the cause of action for Count I arose on or about July 6,1978, and for Count II the cause of action arose on or about August **30,** 1978. Applying the aforesaid rules, the last possible day on which Claimant could have filed for Count **I** was July 7, 1980, and for Count II that date was September 1, 1980. It is undisputed that Claimant filed his complaint on November **21,** 1980. It is of historical interest that in the first published case of the Court of Claims, ***Fairbanks v. State,*** 1 Ill. Ct. Cl. 1, the Court barred a claimant for failure to file within the statute of limitations, and that the same barred the claim. The present Court has no hesitation to enter the same ruling in the instant case.

While this result may seem harsh, in that it leaves Claimant without a remedy, there is no choice. The statute of limitations is jurisdictional on the Court, and failure to comply leaves the Court powerless to enter any

award. ***Conglis v. State,*** 14 Ill. Ct. C1.73, ***Weber v. State,*** 19 Ill. Ct. Cl. 33, ***Moore v. State,*** 11 Ill. Ct. Cl. 491.

So fundamental is the statute of limitations to the jurisdiction of this Court, that the statute of limitations need ***not*** be specifically pleaded, yet the Court may, on its own motion, dismiss the claim based on it. ***McChesney v. State,*** **4** Ill. Ct. Cl. ***5,*** 7.

Finally, this Court would be remiss if it did not note the sound public policy reason for the statute, which is that to all things there must be an end, and there is no hardship in requiring claimants to act within a reasonable time. Failure by a claimant to act, whether by lapse of time or omission, forfeits his title to the claim under the law, allowing the government to avail itself thereof in suits against it. ***Trickle v. State,*** 1 Ill. Ct. Cl. 103.

For the above-stated reasons, it is the holding of this Court that the claim in the instant case is barred by the running of the statute of limitations, the motion of the Respondent is granted, and the case be and is hereby dismissed.

(No. **81-CC-1137—Claim denied.)**

DEBORAH A. WEBER, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed November 9, 1981.

DEBORAH A. WEBER, ***pro se,*** for Claimant.

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

STATE EMPLOYEES **BACK SALARY CLAIMS—***temporary* ***assignment pay denied— no authority for temporary appointment.*** **State employee's claim for temporary assignment pay was denied as the record lacked any evidence that**

person who assigned Claimant to temporary position had the requisite authority to make such an appointment.

ROE, C. J.

This is a claim by a State employee for temporary assignment pay allegedly denied her for the sole reason that the appropriation from which it would have been paid lapsed. It is before the Court on a joint stipulation of fact. Although the stipulation recites what the parties believe to be the applicable law, no application of that law was agreed upon.

The stipulation reads in relevant part as follows:

1. State of Illinois Personnel Rule **2—150** provides as follows:

"APPOINTMENT AND STATUS: The following types of appointment may be made by the Director:

o o o

c. ***Temporary:*** For persons in positions to perform temporary or seasonal work. No position shall be filled by temporary appointment for more than 6 months out of any 12-month period."

"**1—05** ***DEFINITIONS:*** Wherever used in these Rules, Director shall mean the Director of Personnel; and 'Department' shall mean the Department of Personnel."

2. This temporary assignment was not made by the Director of Personnel. However, the Claimant was found, following a second level grievance hearing, to have been temporarily assigned from Clerk Typist III to Corrections Regional Dietary Consultant. Said finding being rnade on behalf of Gayle **M.** Franzen, Director, Department of Corrections, as per letter by **A.** M. Monahan, Deputy Director-Operations, Department of Corrections.

Based upon the facts as presented and a plain reading of the personnel rule we must deny this claim. There is no evidence that **A.** M. Monahan had legal authority to make the appointment nor is there anything in the record to indicate that Director Franzen, the

person on whose behalf A. M. Monahan acted, had such authority. The plain reading of the rules is that such authority was vested in the Director of the Department of Personnel and there is no indication of any action on his part.

Claim denied.

(No. 81-CC-1491—Claimant awarded $1,000.00.)

EDWARD HOLLAND, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed February 18, 1982.

EDWARD HOLLAND, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW JARETT, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*penitentiary* inmate—cut while working—claim allowed. Damages were awarded to penitentiary inmate for pain and suffering as result of injury to leg when ax broke while inmate was chopping tree at direction of supervisor of correctional center's farm facility.

HOLDERMAN, J.

This is a claim filed by a former inmate of Stateville Correctional Center for personal injuries.

On November 20,1980, Claimant, while confined to the correctional center's farm facility, was given the job of chopping down a tree by his supervisor. While chopping down the tree, the head of the axe came off, striking Claimant in the right leg.

This case came on for hearing on January 13, 1982, at the Court of Claims office in Chicago. At that time, a stipulation was entered into which stated as follows:

"Mr. JARETT: At this time, Commissioner, the State is willing to stipulate to the injury and stipulate to the liability on the part of the State for Mr.

Holland's injury. We further stipulate there was no issue of contributory negligence. And the only issue presently before the Court is one of damages."

The record discloses that Claimant was in the hospital for two or three hours while eleven stitches were taken to close his wound. The wound was on the upper calf of his right leg, two to three inches long and half an inch to three-quarters of an inch wide. Claimant was off work for about five days but suffered no ill effects from the injury. He did, however, experience pain and suffering and continued to experience discomfort in the leg for about one month.

An award is hereby entered in favor of Claimant in the amount of one thousand ($1,000.00) dollars.

(No. **81-CC-1502—Claimant awarded $795.00.)**

SKYVIEW WHOLESALE NURSERY SALES COMPANY, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 5, 1981.

MCKENNA, STORER, ROWE, WHITE & FARRUG, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*snow clearing by State—damaged fence—claim allowed.* **Based on stipulation of parties, claim was allowed for damage to Claimant's fence which occurred when State agents were clearing snow next to fence.**

HOLDERMAN, J.

This case coming before the Court upon the joint stipulation of the parties, and the Court being fully advised, the Court finds:

1. That this claim arises from an act of Respondent, Department of Transportation, by and through its agents,

who were engaged in clearing snow next to a fence owned by the Claimant.

2. That Respondent, by and through its agent, damaged this fence on or about February **26,1979.**

3. That this fence is located parallel to Milwaukee Avenue at **642** South Milwaukee Avenue, Wheeling, Illinois.

4. That as a direct result of the act by Respondent, Claimant incurred damage to the fence.

5. That both parties agree that Claimant suffered damages in the amount of **$795.00.**

Wherefore, it is hereby ordered that the Claimant be awarded the sum of **$795.00** (seven hundred ninety-five dollars and no cents) in full and final satisfaction of this claim.

(No. **81-CC-1514—Claimdismissed.)**

DAVID TILLOTSON, Administrator **of** the Estate **of** Edward **Tillotson,** Deceased, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed July 17,1981.

LEVINE, WITTENBERG, EISNER, NEWMAN & SILVERMAN, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*personal injury—sidewalk maintenance duty of municipality—claim denied.* **Maintenance of sidewalks located within municipality is duty of municipality, and therefore, injuries sustained when Claimant's decedent was struck by automobile when forced to walk in street because of impassable sidewalk were not responsibility of State and claim would be dismissed.**

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss, Claimant's response to motion to dismiss, and motion for general continuance by Claimant.

Claimant's motion for general continuance does not set forth any reason for his request for said continuance, and therefore, said request is denied.

Respondent's motion to dismiss sets forth that the accident upon which this claim is based was the result of decedent being struck by a car while walking on the roadway along 162nd Street within the village of South Holland, Illinois, and that decedent was compelled to walk on the roadway because of the impassability of the adjacent sidewalk due to accumulation of snow and ice. Said motion further sets forth that the Illinois Department of Transportation is under no duty to build or maintain sidewalks or overpasses located within municipalities; that such would be the duty of the municipalities themselves; and that the village of South Holland is a municipality and therefore the State is not responsible for said accident.

It is hereby ordered that Respondent's motion to dismiss be, and the same is, granted, and this cause is dismissed.

(No. 81-CC-1600—Claimant awarded $24,928.00.)

WAGNER HEATING & VENTILATING COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion *filed July 1,1981.*

DOUGLAS C. HANCOCK, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R.

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

CONTRACTS—*delay caused by State—stipulation—claim allowed.* Where work on State construction project by contractor was delayed because of acts attributable to State and parties had compromised issues and items of damages by execution of a joint stipulation, award would be granted based on stipulation of parties.

ROE, C. J.

The Claimant, Wagner Heating and Ventilating Company, 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 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 $24,928.00.

7. That both parties agree to the granting of an award in the amount of $24,928.00 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 $24,928.00 (twenty four thousand nine hundred twenty eight and 00/100 dollars) 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 $24,928.00 (twenty four thousand nine hundred twenty eight and 00/100 dollars).

(No. 81-CC-1610—Claimant awarded $29,500.00.)

ILLINOIS HEATING & VENTILATING COMPANY, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 1, 1981.

GRANT & SCHENCKER, P.C., for Claimant.

TYRONE C. FAHNER, Attorney General (**JOHN** R. **FANONE**, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*delay* caused by *State—stipulation—claim* allowed. Where work on State construction project by contractor was delayed because of acts attributable to State and parties had compromised issues and items of damages by execution of a joint stipulation, award would be granted based on stipulation of parties.

ROE, C. J.

The Claimant, Illinois Heating & Ventilating Co., Inc., 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 1978,1979and 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 $29,500.00.

7. That both parties agree to the granting of an award in the amount of $29,500.00 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 $29,500.00 (twenty nine thousand five hundred and 00/100 dollars) 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 $29,500.00 (twenty nine thousand five hundred and 00/100 dollars).

(No. 81-CC-1757—Claim denied.)

PROSPECT HEIGHTS FIRE PROTECTION DISTRICT, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Order *filed* August *31,1981.*

JAMES L. MCCABE, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*contracted debts must be expressly uuthorized by law.* Contracts of indebtedness on behalf of State must be expressly authorized by law and the power of making appropriations is vested solely with the legislature.

FIRE PROTECTION DISTRICTS—*training grunt denied—lapsed appropriation—untimely* course *approval.* Fire protection district which sought funds based on matching grant for training program under Fire Protection Training Act failed to obtain course approval within the required time and its claim was denied since the appropriation of funds for that purpose had lapsed, as payments to qualifying parties had exhausted funds available and Court of Claims had no authority to make deficiency or supplemental appropriation for that purpose.

ROE, C. J.

This cause is before the Court on Respondent's motion to dismiss, the response thereto filed by Claimant, and Respondent's reply to that response, due notice having been given, and the Court being fully advised in the premises.

This is a claim in the amount of $4,492.70 allegedly due Claimant as a matching grant for training under section **10** of the Fire Protection Training Act (Ill. Rev. Stat. **1979,** ch. **85,** par. **540** ***et seq.***). The reason stated by Claimant for refusal of Respondent to pay said sum was that the appropriation from which it should have been paid had lapsed. However, an examination of the departmental report, which is ***prima facie*** evidence of the facts contained therein, and the information filed by Claimant along with the complaint indicates that the facts are not that simple.

Attached to the complaint is a statement by Captain Donald R. Gould, Jr., the training officer for the Prospect Heights Fire Department. Essentially Captain Gould described the circumstances leading up to this claim as

follows. When Claimant began its training program, the Office of the State Fire Marshall, Division of Personnel Standards and Education, sent a representative, David Baird, whose job it was to assist Captain Gould in completing the paper work necessary to qualify for the program and to help set up a bookkeeping system. Captain Gould stated that, after meeting with Mr. Baird, assurances were given that everything was going well. On several other occasions, he said he was again assured that the program was "in good shape" after telephoning Mr. Baird to check its status.

After a year of training, it became time to claim the reimbursement. Before filling out the necessary papers, Captain Gould said he contacted Mr. Baird again and was told that the procedure he was using was correct. The forms were then completed and filed before the deadline. Approximately five weeks later, a call was made to Mr. Baird to inquire as to any problems which may have arisen and to check when payment would be made. Captain Gould said he was told nothing was wrong and that warrants would be mailed in about two weeks. Two weeks later, instead of receiving the grant, his forms were returned along with a notice that because no course approval form was in the file, their program was ineligible for the matching grant.

Next, Captain Gould recounted his efforts to correct the problem. He began by calling Mr. Baird again who was said to have told him that he would investigate and call back. He returned the call the next day and said there was nothing he could do. He then contacted the Office of the State Fire Marshall, Division of Personnel Standards and Education, and spoke with Glenna Senger. He said she informed him that there was nothing which could be done, because the time for filing course approval

forms had come and gone. He said she also said that Prospect Heights was sent a letter requesting the form. Captain Gould claims to never have received it.

The next day he contacted a Chief McCoy, said to be the head of the training program, and told him of the problem. He was told that a man would be sent up to review the records and the program. A Mr. Grimstead went to Prospect Heights, reviewed the program, told Captain Gould that it looked good, and that there must be some misunderstanding. Captain Gould then states that Mr. Grimstead told him to compile all the papers, send them to him, and that he would take care of filing with the Court of Claims.

A week later Captain Gould sent them in. He waited three weeks and then spoke with Glenna Senger again. She was said to have told him that they had not gone over the forms yet but would do so within the week. He said she also told him that any suit in the Court of Claims concerning this matter would have to be filed by him and not her office.

After a review of the forms, Captain Gould said he was notified that there were some mistakes which had to be corrected. About a month later the forms were returned to him along with instructions as to how to file a claim in this Court. The culmination of Captain Gould's efforts in dealing with the bureaucracy is the claim at bar.

According to the departmental report, which does not conflict with the statement by Captain Gould, the program would apparently have been approved had a course approval been timely filed. However, the appropriation made by the legislature to fund this program was insufficient to reimburse all qualifying municipalities

at the 50 percent level as defined in the Fire Protection Training Act. (Ill. Rev. Stat. 1979, ch. 85, par. 540.) The Act covers such a situation, and in that event provides as follows:.

> **"If at the time of the annual reimbursement to local governmental agencies participating in the training program there is an insufficient appropriation to make reimbursement in full, the appropriation shall be apportioned among the participating local governmental agencies."**

Accordingly, the qualifying municipalities were reimbursed at what amounted to a 37-percent level with three cents having lapsed. No money was left for Prospect Heights.

The Court of Claims cannot make an award in a case such as this regardless of the unfortunate circumstances giving rise to the claim. Section 30 of the State Finance Act (Ill. Rev. Stat. 1979, ch. 127, par. 166) states as follows:

> "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."**

The claim here cannot be paid because it constitutes an obligation incurred in excess of the appropriation. The Court of Claims is not the place to turn for a deficiency appropriation or a supplemental appropriation. For this Court to grant an award in this case would be to make an appropriation. By the Illinois Constitution, this power is vested solely with the legislature. Ill. Const., art. VIII, sec. 2(b).

Furthermore, having failed to obtain course approval within the required time, Claimant had no right to share in the funds. The fact that Claimant may have been misled in its dealings with Respondent is not relevant to the issue. Although equitably it would seem that Claimant is due reimbursement (albeit at somewhat lower than the

37-percent rate owing to a new apportionment) we do not have equitable jurisdiction.

This claim is hereby denied.

(No. 81-CC-1999—Claimants awarded $466,727.37.)

WILLIAM ACOFF et *al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 21, 1981.

LEGAL ASSISTANCE FOUNDATION OF CHICAGO (SHELDON ROODMAN AND THOMAS JOHNSON, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID ***Corn-lapsed appropriation—stipulation—claim allowed.*** Parties' stipulation as to claim based on benefits applied for under General Assistance Program of Department of Public Aid would be accepted and award granted, as amounts due would have been paid in regular course if properly presented and sole reason claim was not previously paid was lapse of funds for period during which debt was incurred.

ROE, C. J.

This cause coming on to be heard on the stipulation by Respondent and the Court being fully advised in the premises; that 17,659 Claimants seek individual judgments in specified amounts as listed in exhibit A to their complaint; that such judgments, in the aggregate amount of $466,727.37, consist of benefits for which they applied, but did not receive, under the Illinois Department of Public Aid's General Assistance (GA) Program between November 14, 1975, and July 31, 1976; that this stipulation arises out of settlement of U.S. District Court litigation entitled ***Carey*** *v. Quern*, 75 C 3908, and that authorization for this expenditure can be found in article VI of the

Public Aid Code. Ill. Rev. Stat. **1979,** ch. 23, par. **6—1** ***et seq.***

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 the lapse of the State funds appropriated to the Department for the period during which the debt was incurred. Had this claim been presented before the lapsing of such funds, this claim would normally have been paid, the same having been confirmed 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, William Acoff ***et al.***, be and are hereby awarded the sums specified in exhibit A of their complaint, in an aggregate amount of **$466,727.37** (four hundred sixty six thousand seven hundred twenty seven dollars and thirty seven cents).

(No. 81-CC-2030—Claimant awarded $209.00.)

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

Opinion filed *January* 4,1982.

RAYMOND W. BUSCH, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—food and medical care of prisoners expressly authorized by law.

GENERAL ASSEMBLY—Control of public funds—function of General Assembly.

LAPSED APPROPRIATIONS—*medical* care of State ward—claim allowed.

Medical provider caring for child who was in custody of Department of Children and Family Services should not be penalized because of difficulty Department faces in forecasting specific appropriation fund requirements for each fiscal year, and claim would therefore be allowed for services rendered as services were expressly authorized by law and lapse of appropriation would not bar payment.

POCH, J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for medical services provided by the Claimant for Lynae Manard, a child in the custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that there were no funds remaining in the appropriation out of which a portion of this claim should have been paid, (fiscal year 1980, appropriation and fund No. 001-41817-4400-08-00), but that funds were available to the Department for the payment of that portion of the claim in appropriation and fund No. 001-41817-4400-03-00 (fiscal year 1980) if the Department had requested that a transfer bill be passed by the General Assembly. Twenty-two dollars of this claim would have been paid out of fiscal year 1979, appropriation and fund No. 001-41817-4400-08-00, of which $225,421.20 lapsed.

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, unless expressly authorized by law. Therefore, the only way an award on this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law. (*Fergus v. Brady* (1917),

277 111.272.) Also, the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The child for whom Claimant performed the services for which payment is sought was placed in the custody of the Department of Children and Family Services by an order of the circuit court of Cook County pursuant to the Juvenile Court Act. (Ill. Rev. Stat. **1979,** ch. 37, par. **701—1** et *seq.*) Section **1—12** of the Juvenile Court Act imposes upon the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care. Ill. Rev. Stat. **1979,** ch. **37,** par. **701—12.**

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the expenditures of public funds by the various agencies of State government. However, this is a situation very close to that of Fergus ***v. Brudy.*** Here, as in Fergus ***v. Brudy,*** the State agency had custody by court order and was authorized by law to provide basic necessities for the person in custody, in this instance a child.

The invoice for these services was submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay that invoice out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to properly forecast,

sufficient funds would have been available for the payment of this claim.

Because the expenditure here in question was required by law, it is hereby ordered that the claimant, University of Chicago, be and is hereby awarded the sum of $209.00 (two hundred nine dollars even).

(No. 81-CC-2241—Claimant awarded $9,999.00.)

AFFILIATED MIDWEST HOSPITAL, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed February ***16,1982.***

MCKENZIE AND MCKENZIE, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—wards ***of State—duty to feed, clothe and shelter—Juvenile Court Act.*** The Juvenile Court Act imposes upon the legal custodian of a child the duty to provide child with food, shelter, education and ordinary medical care and the State is therefore expressly authorized by law to provide such services to children in its custody.

LAPSED APPROPRIATIONS—*medical* ***care of*** State ***wad— claim allowed.*** Medical provider caring for child who was in custody of Department of Children and Family Services should not be penalized because of difficulty Department faces in forecasting specific appropriation fund requirements for each fiscal year and claim would therefore be allowed for services rendered as services were expressly authorized by law and lapse of appropriation would not bar payment.

POCH, J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for medical services provided by the Claimant in fiscal years 1980 and 1981 for Sandra Rimschnieder, a child in the custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that the claim would have been paid out of appropriation and fund No. 001-41817-4400-06-00 (institutional care) had the claim been timely presented. There were sufficient funds remaining in the appropriation in fiscal year 1981. There were not sufficient funds remaining in fiscal year 1980 to pay that portion of the claim. However, funds were available to the Department for the payment of this claim in appropriation and fund No. 001-41817-4400-02-00 (foster care services), if the Department had requested that a transfer bill be passed by the General Assembly.

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, unless expressly authorized by law.

Therefore, the only way an award on the fiscal year 1980 portion of this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law. (Fergus *v. Brudy* (1917), 277 Ill. 272.) Also, the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The child for whom Claimant performed the services for which payment is sought was placed in the custody of the Department of Children and Family Services by an order of the circuit court of Cook County pursuant to the Juvenile Court Act. (Ill. Rev. Stat. 1979, ch. 37, par. 701—1 et *seq*.) Section 1—12 of the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—12) imposes upon

the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care.

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the expenditures of public funds by the various agencies of State government. However, this is a situation very close to that of ***Fergus v. Brady.*** Here, as in ***Fergus v.*** Brady, the State agency had custody by court order and was authorized by law to provide basic necessities for the persons in custody, in this instance a child.

The invoices for these services were submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay the invoices out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to properly forecast, sufficient funds would have been available for the payment of all of this claim.

Because the expenditure here in question was required by law, it is hereby ordered that the Claimant, Affiliated Midwest Hospital, be and is hereby awarded the sum of $9,999.00 (nine thousand nine hundred ninety nine dollars and no cents).

(No. 81-CC-2283—Claimant awarded $75.00.)

JAMES CHAPMAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 31,1981.

JAMES CHAPMAN, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*personal injury—stipulation—award granted.* **Award granted on basis of stipulation as to injuries sustained by Claimant to finger while working on banding machine in prison tailor shop.**

POCH, J.

This matter comes before the Court on the joint stipulation of Claimant and the Attorney General.

The claim herein arose out of an injury sustained by Claimant to his left index finger while working on a banding machine in the Joliet prison tailor shop on or about October 10,1980.

Both parties agree to the entry of an award in the amount of **$75.00,** and the Court being fully advised in the premises;

It is hereby ordered that Claimant is awarded in full and final satisfaction of the claim herein or any other claim arising out of the same occurrence, the amount of **$75.00** (seventy-five dollars and no/100).

(No. **81-CC-2474—Claim dismissed.)**

MATERIAL SERVICE CORPORATION, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed September 11, 1981.

MATERIAL SERVICE CORPORATION, ***pro se***, for Claimant.

TYRONE C. FAHNER, Attorney General (**KATHLEEN O'BRIEN**, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*violation of Illinois Purchasing Act—claim dismissed.* Claim dismissed as contract upon which claim was based violated Illinois Purchasing Act and was therefore void, since contractor had made an admission in testimony before a Federal court that he bribed an officer of the State of Illinois.

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 this matter, the Court hereby finds:

1. That Lester Crown **is** president and director of Claimant herein, Material Service Corporation;

2. That Lester Crown, president and director of Claimant herein, admitted in testimony in Federal court ***(United States v. Craig*** (N.D. Ill. 1976), No. 74CR879) that he gave money to members of the Illinois General Assembly for the purpose of obtaining passage in the Illinois General Assembly of certain legislation;

3. That section **10.1** of The Illinois Purchasing Act (Ill. Rev. Stat. **1979,** ch. **127,** par. **132.10—1)** provides that the State is prohibited from contracting or subcontracting with a person or business who has made an admission, which is a matter of record, of bribery of an officer or employee of the State of Illinois;

4. That the contract upon which this claim is based was entered into in violation of section 10.1 of The Illinois Purchasing Act (Ill. Rev. Stat. 1979, ch. 127, par. 132.10—1);

5. That section 10 of The Illinois Purchasing Act (Ill. Rev. Stat. 1979, ch. 127, par. 132.10) provides that any contract entered into in violation of The Illinois Purchasing Act is void;

6. That no genuine issue of fact exists in this matter.

It is hereby ordered that the motion of the Respondent for summary judgment be and the same is hereby granted and the claim is dismissed.

(No. 81-CC-2744—Claimant awarded $398.20.)

ST. THERESE HOSPITAL, Claimant, **u. THE STATE OF ILLINOIS,** Respondent.

Opinion filed April 19, 1982.

ST. THERESE HOSPITAL, ***pro se***, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*medical* ***services to*** **ward** *of* ***State—claim*** al***lowed.*** A claim for medical services provided to child who was in custody of Department of Children and Family Services was allowed even though the appropriation had lapsed, as the State had a duty to provide such services for the child which was expressly required by law and the provider of the service should not be penalized because the Department of Children and Family Services is unable to accurately forecast specific appropriation fund requirements for each fiscal year.

ROE, C.J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for medical services provided by Claimant for Terry Red-

mond, a child in the custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that there were no funds remaining in the appropriation out of which this claim should have been paid (appropriation and fund No. 001-41817-4400-08-00), but that funds were available to the Department for the payment of this claim in appropriation and fund No. 001-41817-4400-03-00 if the Department had requested that a transfer bill be passed by the General Assembly.

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, unless expressly authorized by law. Therefore, the only way an award on this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law. (*Fergus v. Brady* (1917), 277 Ill. 272). Also, the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The child for whom Claimant performed the services for which payment is sought was placed in the custody of the Department of Children and Family Services by an order of the circuit court of Cook County pursuant to the Juvenile Court Act. (Ill. Rev. Stat. 1979, ch. 37, par. 701—1 *et seq.*) Section 1—12 of the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—12) imposes upon the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care.

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the expenditures of public funds by the various agencies of State government. However, this is a situation very close to that of ***Fergus v. Brudy.*** Here, as in ***Fergus v. Brudy,*** the State agency had custody by court order and was authorized by law to provide basic necessities for the person in custody, in this instance a child.

The invoice for these services was submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay that invoice out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to properly forecast, sufficient funds would have been available for the payment of this claim.

Because the expenditure here in question was required by law, it is hereby ordered that the claimant, St. Therese Hospital be and is hereby awarded the sum of $398.20 (three hundred ninety-eight and 20/100 dollars).

(No. 81-CC-2769—Claim dismissed.)

FRANCISCO R. RIVERA, Claimant, *v.* THE STATE OF **ILLINOIS,** Respondent.

Order filed July ***28,1981.***

FRANCISCO R. RIVERA, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*no jurisdiction to review administrative decision of Division of Unemployment Insurance of Department of Labor.* **Court of Claims lacks jurisdiction to review administrative decision of Division of Unemployment Insurance of Department of Labor, and the claim would therefore be dismissed with prejudice.**

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 this Court has no jurisdiction to review this administrative decision of the Division of Unemployment Insurance of the Department of Labor.

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

(No. 81-CC-2771—Claim denied.)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY as Subrogee of Drackett Products Company, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 26, 1982.

VAN EMDEN, BUSCH, AND VAN EMDEN, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—trailer struck underside of overpass—claim denied. **Claim for damage which occurred when Claimant's trailer struck the underside of overpass on State highway was denied even though Claimant asserted that**

trailer complied with height limits of Illinois Vehicle Code, as State presented affidavit that overpass was higher than maximum height allowed for trailers.

ROE, C.J.

This matter coming to be heard on Respondent's motion for summary judgment, due notice having been served, and the Court being fully advised in the premises, we find as follows:

Claimant alleges that while driving on Interstate 80-94 in Cook County, the top of his trailer struck the underside of the Torrence Avenue overpass. Claimant further maintains that his trailer was not in excess of 13 feet, 6 inches, as is required by section 15—103 of the Illinois Vehicle Code (111. Rev. Stat. 1979, ch. 95½, par. 15—103). The allegation against Respondent is that it was negligent for maintaining a low-clearance overpass without posting warning signs.

Respondent bases its motion upon an affidavit from the Department of Transportation. This affidavit states, in part, as follows:

"3. That the vertical clearances on Interstate 80 under the Torrence Avenue overpass were from a minimum of 15'-9", to a maximum of 16'-5",prior to, on, and, subsequent to January 10, 1980.

4. That there are no overpasses similar to the one described in Claimant's complaint on any Illinois Highway in this area." (Exhibit A to Respondent's motion.)

Respondent concludes from this information that Claimant either did not strike the overpass named in the complaint (or any other overpass in the area), or that Claimant's vehicle exceeded 15 feet 9 inches in height. Either instance is sufficient ground to grant judgment for Respondent.

Respondent's motion is hereby granted and Claimant's claim is hereby denied.

(No. **81-CC-2930—Claimant awarded $26,377.00.)**

BERNHEIM, KAHN & LOZANO, ARCHITECTS, LTD., A Professional Corporation, Claimant, *v.* THE **STATE** OF **ILLINOIS,** Respondent.

Opinion filed November 30,1981.

ANDREW J. MAXWELL, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*architectural services—delayattributable to State—claim allowed.* **On basis** of **stipulation** of **parties, award was granted for damages suffered by architect due** to **delays attributable to State on construction project.**

ROE, C.J.

This cause coming on to be heard on the joint stipulation of the parties and the Court being fully advised in the premises;

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 **1976,1977,1978, 1979** and **1980.**

Claimant performed its services in accordance with its contract with the Capital Development Board on this project. Claimant was damaged as a result of delays in the project which were not attributable to any act of the Claimant, but were attributable to acts or omissions of the Capital Development Board.

The Respondent has investigated the damages herein claimed, and both parties agree that the Claimant was damaged in the amount of **$26,377.00.**

It is hereby ordered that the Claimant be awarded, in full satisfaction of any and all claims arising out of the contract which is the subject of this claim, the sum of

$26,377.00 (twenty six thousand, three hundred seventy-seven dollars and no cents).

(Nos. 82-CC-0052, 82-CC-0069 cons.—Claims dismissed.)

GOOD SAMARITAN HOSPITAL, Claimant, **u. THE STATE OF ILLINOIS,** Respondent.

Order filed May 5, 1982.

DAVID CAMPBELL, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*sterilization surgery—regulations not satisfied by billings—claims denied.* **Medical vendor's claims for compensation for sterilization surgeries denied as vendor's billings failed to comply with regulations of Department of Public Aid concerning payment for such services.**

ROE, C. J.

These consolidated causes, coming on to be heard on the motion of Respondent to dismiss, due notice having been given, and the Court being fully advised finds as follows:

1. That Claimant, a medical vendor, seeks compensation from the Illinois Department of Public Aid (IDPA) for hospital services rendered to two public aid recipients.

2. That, as fully set forth in the departmental report, which is ***prima facie*** evidence of the facts therein set forth, in each instance the services consisted of care and treatment directly relating to sterilization surgery—specifically, hysterectomy surgery—performed upon the recipient-patient during her inpatient stay in Claimant's facility.

3. That the Respondent's payment obligation for such surgeries and related hospital services is limited by

certain conditions, as set forth in Department (PDPA) Rule 4.15 and related IDPA policy directives, as well as in Federal law. See D. R. Exhibits Nos. R-1, R-2 and R-3. Two such conditions, both relating to hysterectomy surgery, are: the patient's written acknowledgement of her understanding that the planned surgery will render her permanently incapable of reproducing; and the physician's written statement which certifies the medical necessity of that particular surgical procedure. Pre-surgery completion of the relevant documents, required in order to comply with these conditions, is the joint responsibility of the physician and the hospital.

4. That Claimant was made aware of the aforementioned requirements, but has failed to document that it had complied with them, as to either of the subject patient accounts. **IDPA's** one-year deadline for Claimant's submittal of acceptable rebillings of these accounts—demonstrating such compliance—has now past. See Department Rule 4.015, D. R. Exhibit No. R-5.

5. That said Department Rule 4.015 serves to limit the period of time, following rendition of services, during which a medical vendor may correct any errors and deficiencies in its billings of such services to IDPA. As the Claimant has not submitted acceptable billings within the time prescribed, its claims are now ripe for final consideration and adjudication by the Court.

6. That a vendor's claim to a "vendor payment", enforceable under section 11—13 of the Public Aid Code (Ill. Rev. Stat. 1979, ch. 23, par. 11—13), may be "limited by regulations of the Illinois Department". The above-mentioned regulations (Department Rules) impose requirements which Claimant must meet if it is to receive vendor payments for these patients' services. Claimant has not met the requirements of such regulations.

7. That payment of the subject claims would be contrary to the above-mention regulations.

It is hereby ordered that each of these claims be, and hereby is dismissed.

(No. **82-CC-0275—Claim dismissed.)**

THOMAS C. WILLS, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Order filed January 18, 1982.

LAPORT-SORRENTINO ASSOCIATES, LTD., for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN **P.** LARNER, Assistant Attorney General, of counsel), for Respondent.

WORKERS' COMPENSATION—*wrongful death claim barred by Workers' Compensation Act.* **Workers' Compensation Act barred action by Claimant for wrongful death of his decedent, who was killed while working in laundry room of State hospital, as recovery was limited to the provisions of Workers' Compensation Act and Court of Claims lacked jurisdiction.**

ROE, C. J.

This matter coming to be heard upon Respondent's motion to dismiss, due notice having been given, and the Court being fully advised in the premises, we find as follows:

The instant claim is a wrongful death action arising from a fatal accident which occurred on September **10, 1979,** at Elgin State Mental Hospital. Claimant's decedent, Angeline A. Graham, was working in the laundry room at the hospital when she was struck by a large metal plate which became detached from a clothes 'extractor and flew across the room.

Respondent asserts in its motion that since Claim-

ant's decedent was a State employee and was killed during the course of her duties as an employee, the claim comes under the provisions of the Workers' Compensation Act (Ill. Rev. Stat. **1979,** ch. **48,** par. **138** ***et seq.***). Respondent also contends that the remedy under said Act is exclusive and that the Court of Claims is without jurisdiction to hear the claim. We agree. This same issue was before the Court in the case of ***Thomas v. State*** (1980), **33** Ill. Ct. Cl. **289,** involving the four prison guards who were killed during the July **22, 1978,** riot at Pontiac Correctional Center. There, we held that the survivors of a State employee killed on the job while pursuing the course of his duties were limited to recovery only under the Workers' Compensation Act.

The instant claim presents the same issue, and, as we **have previously** held, the Court lacks jurisdiction to hear it.

It is hereby ordered that the instant claim be, and the same is hereby dismissed.

(No. **82-CC-0312—Claimant awarded $40.00.**)

CLARENCE EUGENE WILSON, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Opinion filed February 26,1982.

CLARENCE EUGENE WILSON, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*loss of property by inmate—stipulation—claim allowed.* **Inmate's claim for loss of personal property was allowed based on stipulation of parties conceding liability of State for loss in amount of $40.**

POCH, J.

This claim comes before the Court upon the joint stipulation of the parties, which states as follows:

1. That Claimant lost $10.00 a month of his stipend for the months of March, April, May and July while incarcerated at Pontiac Correctional Center.

2. That Respondent concedes liability for the loss of said property to the extent agreed upon herein.

3. That both parties agree that the value of the lost property amounts to $40.00.

4. That no other evidence, oral or written, will be presented to the Court, and both parties waive briefs.

5. That both parties agree to the granting of an award to Claimant for $40.00.

6. That both parties agree that said award will constitute full and final satisfaction of the claim herein or any other claim arising out of the same occurrence.

While the Court is not necessarily bound by a stipulation such as this, it has no desire to interpose a controversy where none appears to exist. The stipulation submitted by the parties appears to have been entered into freely and fairly, and its contents appear to be reasonable. The Court, therefore, finds no reason not to accept it and to follow its recommendation of an award for **$40.00.**

Claimant is hereby awarded the amount of $40.00 in full and final satisfaction of the instant claim.

(No. 82-CC-0498—Claim denied.)

UDE, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 19, 1982.

BECKER, DUFOR AND YARBROUGH, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*capital* release never approved by Governor—claim denied. Even though the services, for which Claimant sought reimbursement were satisfactorily performed, the claim was denied, as the condition precedent to payment was never performed, since the Governor never approved a capital release for the appropriation account from which the claim would have been paid.

HOLDERMAN, J.

This cause having come for consideration on the Respondent's motion to dismiss and the Court being duly advised in the premises:

Finds, that the services for which the Claimant is seeking reimbursement were satisfactorily performed. An appropriation was made to cover this expenditure in section 23 of Senate Bill 1665 which stated:

"The appropriations herein made, unless otherwise specifically indicated, are for the acquisition, construction, re-construction, re-modeling, rehabilitation, improvement, planning and installation of capital facilities, buildings, and equipment both fixed and movable, and for the acquisition of an improvement to real property and interest in real property required or expected to be required in connection herewith; provided, however, that no contract shall be entered into or obligation incurred for any expenditures from the appropriation made herein until after the purpose and amounts had been approved in writing by the Governor."

This written approval by the Governor is called a capital release. In this instance, the Governor, James Thompson, never approved a capital release for the appropriation account from which this claim would have been paid. Therefore, the condition precedent to payment of this claim has not been performed. The Illinois Consti-

tution and section 30 of the State Finance Act (Ill. Const. 1970, art. VIII, sec. 2b; Ill. Rev. Stat., ch. 127, par. 166), make it the duty of the General Assembly to appropriate money for expenditures by State agencies. In this instance the General Assembly has made approval by the Governor an intricate part of their appropriation. For this Court to ignore this condition precedent would be an attempt by this Court to appropriate monies in violation of the Illinois Constitution and section 30 of the State Finance Act (Ill. Const. 1970, art. VIII, sec. 2b; Ill. Rev. Stat., ch. 127, par. 166).

It is hereby ordered, that the motion to dismiss of the Respondent is hereby granted and this case is denied with prejudice.

(No. 82-CC-0540—Claimant awarded $42,000.00.)

FLORA BRAZIEL, Administratrix **of** the Estate of Edward Clinton Allen, a/k/a Willie Graham, Deceased, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed November 4, 1981.

HARVEY GROSSMAN, for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

OFFICERS **AND PUBLIC EMPLOYEES***—civil rights suit—Representation and Indemnification Act applied—claim allowed.* Officers and employees of Department of Corrections were entitled to indemnification by the Representation and Indemnification Act for the civil rights claim brought against them by Claimant, former inmate, and Claimant would be granted an award based on the assignment of the officers' and employees' rights under the Act.

ROE, C. J.

This is a claim for attorney fees pursuant to "An Act to provide for representation and indemnification" (Ill.

Rev. Stat. 1979, ch. 127, par. 1301 et *seq.)* (herein the Representation and Indemnification Act). The Claimant sued several State officers and employees in a case entitled Braziel v. Sielaff, No. 81-3043, in which he alleged violation of his civil rights guaranteed by the United States Constitution while he was in the custody of the Department of Corrections. That case was settled with an agreement signed September 3, 1981, which provided, among other things, that the defendant State officers and employees pay $42,000. The State officers and employees assigned their rights to indemnification to the plaintiff, who is the Claimant here.

Under the Representation and Indemnification Act, a State officer or employee is entitled to representation by the Attorney General and indemnification for damages awarded, court costs, and attorney fees when he is sued in a civil proceeding in which the plaintiff alleges deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of his employment. The Act was passed in response to developments in Federal law which subjected State officers and employees to Federal suit.

Whether Claimant here is entitled to an award depends on whether the State officers and employees would be entitled to indemnification under the Representation and Indemnification Act. The State officers and employees sued were all officers or employees of the Department of Corrections and were represented by the Attorney General. Thus, he has determined that the State officers and employees were entitled to the benefits of the Act.

We have examined the complaint and the settlement agreement and have determined that the State officers and employees sued would be entitled to indemnification.

They were acting within the scope of their employment. The Court did not find that the conduct was intentional, wilful or wanton. We further find that the State officers and employees have assigned their right to Claimant here and that an award to Claimant is just and reasonable. Claimant is hereby awarded **$42,000.00.**

(No. 82-CC-0626—Claim dismissed.)

ROBERT B. ATHERTON, **Claimant,** *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 19, 1982.

WAYNE WHITMORE, for Claimant.

TYRONE C. **FAHNER,** Attorney General (**KATHLEEN O'BRIEN**, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*vendor* may not assign *right to* payment. Claim denied as Claimant was ineligible for payment since he was not provider of services and Public Aid Code provides that payment for vendor services is absolutely inalienable by assignment.

ROE, C. **J.**

This matter coming to be heard upon the motion of Respondent to dismiss the claim herein, due notice having been given and the Court being fully advised in the premises;

Finds that because section **11—3** of the Illinois Public Aid Code (Ill. Rev. Stat. **1979,** ch. 23, par. **11—3)** and Department of Public Aid Rules **4.015** and **4.016** provide that payment for vendor services is absolutely inalienable by assignment, Claimant is ineligible for payment on this claim since he is not the provider of the services.

It is hereby ordered that the motion of Respondent

be, and the same is, hereby granted, and the claim herein is hereby dismissed.

(No. 82-CC-0662—Claimant awarded $414.07.)

ZAYRE 365, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

***Opinion filed June 4*, 1982.**

ZAYRE 365, pro **se**, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—State ***may not be obligated to debt in excess of appropriations unless expressly authorized by law.***

LAPSED APPROPRIATIONS—clothing ***for wards of State—claim allowed.*** The claim for clothing provided to children who were in custody of Department of Children and Family Services was allowed even though the appropriation had lapsed, since such services were expressly authorized by law in that the Juvenile Court Act imposed a duty on the custodian of the children to provide for them and the provider of those services should not be penalized because the Department is unable to accurately forecast requirements for each fiscal year.

POCH, J.

The record in this cause indicates that the purpose of the expenditure by the Department of Children and Family Services for which this claim was filed was for clothing provided by Claimant to children in custody of the Department of Children and Family Services.

The Department of Children and Family Services has submitted a report on this claim which states that $280,039.73 lapsed in the appropriate fund in FY 81 but that there were no funds remaining in the appropriation out of which this claim should have been paid in FY 80 (appropriation & fund No. 001-41817-4400-08-00), but that funds were available to the Department for the

payment of this claim in FY 80 in appropriation and fund No. 001-41817-4400-03-00if the Department had requested that a transfer bill be passed by the General Assembly.

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, unless expressly authorized by law. Therefore, the only way an award on this claim may be made is if this expenditure was expressly authorized by law. Previously, expenditures for food and medical care for prisoners have been recognized to be expressly authorized by law. (*Fergus v.* Brudy (1917), 277 Ill. 272). Also, the Court has considered this problem in connection with the apprehension and return of fugitives. In those cases, the Court has made awards on the basis that payment was expressly authorized by law.

The children for whom Claimant provided the clothing for which payment is sought were placed in the custody of the Department of Children and Family Services by orders of the circuit court of Cook County pursuant to the Juvenile Court Act. (Ill. Rev. Stat. 1979, ch. 37, par. 701—1 *et seq.*) Section 1—12 of the Juvenile Court Act (Ill. Rev. Stat. 1979, ch. 37, par. 701—12) imposes upon the legal custodian of a child the duty to provide him with food, shelter, education and ordinary medical care.

The Court has considered the limitations placed on the Department of Children and Family Services by the General Assembly. It is the function of the General Assembly to control the expenditures of public funds by the various agencies of State government. However, this is a situation very close to that of *Fergus v.* Brudy. Here, as in *Fergus v.* Brudy, the State agency had custody by court order and was authorized by law to provide basic

necessities for the person in custody, in this instance children.

The invoice for these services was submitted after the close of the fiscal year, but the Department of Children and Family Services was required to pay that invoice out of funds for that prior fiscal year. This situation leads to unique and difficult forecasting problems for the Department of Children and Family Services. The provider of these services should not be penalized because the Department is unable to accurately forecast specific appropriation fund requirements for each fiscal year. Had the Department been able to properly forecast, sufficient funds would have been available for the payment of this claim.

Because the expenditure here in question was required by law, it is hereby **ordered** that the claimant, Zayre **365,** be and is hereby awarded the sum of $414.07.

(No. 82-CC-1259—Claimant awarded $4,380.00.)

DUNLAP & BOYD, LTD., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion *filed* March 1,1982.

DUNLAP & BOYD, LTD., pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

ATTORNEY FEES—*appointed* counsel—involuntary admission for mental *treatment—claim* allowed. Based on a stipulated agreement, Claimant was awarded the fee he earned as appointed counsel in supplemental involuntary admission proceedings for a defendant acquitted of a felony by reason of insanity.

POCH, J.

The record in this cause indicates that this claim was filed for payment of the fee for legal services rendered pursuant to section 5—2—4 of the Unified Code of Corrections. Ill. Rev. Stat. 1979, ch. 38, par. 1005—2—4.

The Attorney General has submitted a stipulation which states that Claimant was duly appointed by the Court of the Nineteenth Judicial Circuit, Lake County, Illinois, to serve as counsel in supplemental involuntary admission proceedings for a defendant acquitted of a felony by reason of insanity. The defendant was unable to pay the fee for counsel and an order was entered upon the State to pay the fee.

Section 5—2—4(c) of the Unified Code of Corrections provides that the fee of appointed counsel, if defendant is unable to pay, shall be paid by the State "from funds appropriated by the General Assembly for that purpose." The General Assembly has never appropriated funds to any department or agency for this purpose. Also, the Act does not specify to whom and when such an appropriation should be made.

Claimant was appointed and performed services pursuant to statute. The State of Illinois must now pay for those services as is provided in that statute.

Therefore, it is hereby ordered that the Claimant, Dunlap & Boyd, Ltd., be and is hereby awarded the sum of $4,380.00 to be paid out of the special awards appropriation to the Court of Claims;

(No. **82-CC-1537—Claimantawarded $331.65.)**

ELMER DECKER, Claimant, *v.* **THE** STATE **OF ILLINOIS,** Respondent.

Order filed May **10,1982.**

ELMER DECKER, *pro se*, for Claimant.

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

STIPULATIONS—*damaged* crops—escaped animals from State institution. Claimant was granted an award based on a stipulation as to the damage done to Claimant's wheat field when cattle belonging to a State correctional center escaped and trampled and ate the immature wheat.

ROE, C.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 damages to Claimant's wheat field, which damages were sustained as the result of the cattle belonging to the Menard Correctional Center being allowed to break free from the Menard Correctional Institutional farm and trample and eat the immature wheat field of the Claimant. In all, some 50 to **60** cattle were free for an unspecified period of time. The damages claimed were arrived at by deducting the actual harvest from the value placed on the field by a professional agriculture appraiser.

It is therefore ordered that this Claimant be and is hereby granted an award, as claimed, in the amount of **$331.65.**

(No. 82-CC-1569—Claimant awarded $5,178.58.)

IOLA QUARRY, INC., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed February 19, 1982.

LACKEY, WARNER & SAUER, for Claimant.

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

CONTRACTS—*general contractor paid by State in violation of subcontractor's lien—claim allowed.* **The claim of a subcontractor for stone furnished to the general contractor on a State job was allowed, as State paid general contractor the balance due for stone without regard to subcontractor's valid mechanic's lien.**

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 crushed stone furnished by Iola Quarry, Inc., subcontractor, to the general contractor, Ron Golder, at a cost of $5,178.58. As stipulated by the parties, the Claimant, subcontractor, did file with the Capital Development Board a lien in accordance with the provisions of section **24** of the Mechanics' Liens Act (Ill. Rev. Stat. 1979, ch. **82,** par. *24)* in order to protect its interest. The only way in which a subcontractor may protect its interest as against the owner of a construction project, in the State of Illinois, is through the Mechanics' Liens Act. In spite of the fact that the lien was properly filed with the Capital Development Board, the general contractor was subsequently paid all of the balance due him without regard to the lien. Having failed to honor a properly filed lien, the Capital Development Board **is** liable to the subcontractor for the amount of its lien.

In view of the Capital Development Board's failure

to recognize a valid lien, it is the order of this Court that the Claimant be granted an award as claimed in the amount of $5,178.58.

(No. 82-CC-2378—Claimant awarded $65,000.00.)

NATIONAL BANK OF BLOOMINGTON, Administrator of the Estate of John Curry, Claimant, **u.** THE **STATE OF ILLINOIS,** Respondent.

Order filed May 13,1982.

WILLIAM L. PAUL, for Claimant.

TYRONE C. FAHNER, Attorney General (AL ZIMMER, Assistant Attorney General, of counsel), for Respondent.

OFFICERS AND PUBLIC EMPLOYEES—*civil rights suit against State officers and employees settled—Representation and Indemnification Act applied.* The Representation and Indemnification Act applied to the settlement of a civil rights action brought against State officers and employees by Claimant, estate of decedent, and an award in the amount sought by Claimant would be paid by State pursuant to the assignment by the officers and employees of their right to indemnification under the Representation and Indemnification Act.

ROE, C.J.

This cause coming on for hearing on the Court's own motion subsequent to the Respondent's having filed a stipulated answer, and the Court now being advised in the premises;

The court finds:

1. Claimant, National Bank of Bloomington, is the administrator of the estate of John Curry;

2. Claimant filed a certain lawsuit in the Wnited States District Court for the Central District of Illinois alleging that Dale Kelton, Estill Ellis, Orlando Cabrera, Benny Stare, Priscilla Cole, Laverne Allen, James D.

Harris and Christine Cook either committed or omitted certain acts which violated the civil rights of the Claimant's decedent.

3. Dale Kelton, Estill Ellis, Orlando Cabrera, Benny Stare, Priscilla Cole, Laverne Allen, James D. Harris and Christine Cook are State officers and employees of the Department of Mental Health and Developmental Disabilities and are entitled to indemnification under "An Act to provide for representation and indemnification." Ill. Rev. Stat. **1979,** ch. **127,** par. **1301** ***et seq***.

4. That the Claimant and the Defendant State officers and employees entered into an agreement which compromised and settled the case before the United States District Court for the Central District of Illinois.

5. That the said State officers and employees assigned to the Claimant their right of indemnification under the Representation and Indemnification Act. Ill. Rev. Stat. **1979,** ch. **127,** par. **1301** ***et seq***.

6. The Claimant is justly entitled to the amount claimed in its claim herein.

It is therefore ordered that Claimant shall be paid in full settlement of all its claims against the State of Illinois and its officers and employees the sum of sixty-five thousand dollars ($65,000.00).

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS AND FIREMEN COMPENSATION ACT

Where a claim for compensation filed pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics 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 **1982.**

OPINIONS PUBLISHED IN FULL FY 1982

(No. **81-CC-2812—Claim denied.)**

ANITA FLYNN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September ***21, 1981.***

ANITA FLYNN, ***pro*** **se,** for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), **for** Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Am—untimely claim—award denied. Award denied where claim was not filed until more than one year after death of fireman due to cerebral hemorrhage, as claim was untimely in addition to fact that there was no showing that death was caused by wilful misconduct or traumatism received in active performance of duties.

ROE, C. J

Claimant seeks an award as the designated beneficiary of Fire Lieutenant Mort Patrick Flynn, pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. 1979, ch. 48, par. 281 *et seq.*

The Court has reviewed Claimant's application for benefits together with the written statement of decedent's supervising officer, and has also reviewed the medical certificate of death and the report of James R. Fahey, director of personnel of the Chicago Fire Department, and the report of the Attorney General. From its consideration of these documents, the Court finds:

1. A claim was filed herein on June 17, 1981, by Anita Flynn, sister of Mort Patrick Flynn, lieutenant in the Chicago Fire Department, who died on January 19,1980;

2. That sections 3 and 4 of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1979, ch. 48, pars. 283,284) provide that no compensation is payable under the Act unless a claim therefor is filed within one year of the death of the law enforcement officer or fireman;

3. That Anita Flynn was designated by the decedent as sole beneficiary of any award authorized by the Court in this matter;

4. That the statement of Robert Hanley, Third Department District Chief and decedent's supervising officer, states that at the time of decedent's death he was assigned as lieutenant in charge of Engine 112;

5. That Lieutenant Flynn died from cerebral damage to right intra-cerebral hemorrhage. There is no evidence that decedent's death was caused by a traumatism re-

ceived in the active performance of his duties as a fireman;

6. That there is nothing in the circumstances to show that decedent's death was caused by wilful misconduct or intoxication;

7. That the facts herein reported do not comply with the requirements of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1979, ch. 48, par. 281 et *seq.*) in that this claim was not filed within one year of the death of Mort Patrick Flynn. Claimant is, therefore not entitled to an award under the Act.

By reason of the foregoing, it is hereby ordered that Claimant's application for benefits under the provisions of the Law Enforcement Officers and Firemen Compensation Act herein, be, and the same is, hereby denied.

(No. 81-CC-2813—Claim dismissed.)

In re APPLICATION OF FLORENCE J. WARD, Administratrix of the **Estate** of **JAMES WARD, Deceased.**

***Opinion filed August** 19,1981.*

PANTER, NELSON & BERNFIELD, LTD., for Claimant.

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

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am— untimely claim— award denied.* Where claim was not filed within one year of fireman's death, claim for death benefits would be denied.

PRACTICE AND PROCEDURE—*laches not applicable in Court of Claims.* Equitable defense of *laches* is not applicable to actions in Court of Claims, as Court of Claims does not have equitable jurisdiction.

ROE, C. J.

This cause comes on to be heard on the motion of

Respondent to dismiss and the reply thereto filed by the Applicant, due notice having been given, and the Court being fully advised.

This is a claim for benefits under the provisions of Law Enforcement Officers and Firemen Compensation Act hereinafter referred to as the Act (Ill. Rev. Stat. **1971,** ch. **48,** par **281** et *seq.*) Florence J. Ward, wife of James Ward, a fireman employed by the Chicago Fire Department, made the application as administratrix of his estate.

James Ward died on February **23, 1971.** The application was filed on March **3, 1972.** Over nine years later, the State moved to dismiss this claim based on the running of the applicable statute of limitations. In support of its motion, the State points out that sections 3 and **4** of the Act provide in pertinent part as follows:

> **"If a claim therefor is made within one year of the date of death of the . . . fireman. . . ."**
>
> * * *
>
> **"Notwithstanding Section 3, no compensation is payable under this Act unless a claim therefor is filed, within the time specified by that Section. . . ."**

Because the time between the date of James Ward's death and the date the application filed was in excess of one year, we find that the statute of limitations had run and are bound by law to grant the State's motion to dismiss this claim. Regardless of the vagueness of much of the rest of the Act which the Court has had to interpret over the years, the one-year limitation is clear and unequivocal.

In her reply to the State's motion, the Applicant asserts that the State's motion should be barred by the doctrine of laches. Indeed this position would probably be well taken in courts of the judicial branch with general jurisdiction inasmuch as no action was taken on

her claim for six and one half years, pretrial hearings were held in 1979 and 1980, Applicant was allowed to retain counsel on her behalf and required to submit additional documents in support of the claim, etc. However, the doctrine of laches is an equitable defense and this Court has steadfastly recognized that it does not have equitable jurisdiction.

Accordingly, we reluctantly dismiss this claim.

(No. 81-CC-2815—Claimant awarded $20,000.00.)

In re APPLICATION OF BERNICE SCHULTZ.

Opinion filed March *1*, 1982.

MICHAEL A. BUCK, for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*life lost* in active performance of duties—claim allowed. Where deceased fireman passed away due to heart failure while attempting to aid person trapped in train wreckage, death would be held to have occurred while in active performance of duties, notwithstanding fact that decedent was not specifically requested to go to the scene.

SAME—heart attack was within scope of Act. Death due to heart attack while fireman was climbing embankment at scene of train wreck was within scope of Law Enforcement Officers and Firemen Compensation Act since attack was proximately related to climb up embankment.

ROE, C. J.

This is a claim by a widow, the statutory beneficiary of Captain Alfred A. Schultz, formerly of the East Hazel Crest Volunteer Fire Department who died on October 13, 1979, for benefits under the provisions of the Law Enforcement Officers and Firemen Compensation Act (hereinafter referred to as the Act). Ill. Rev. Stat. 1977, ch. **48,** par. 281 et *seq*.

The issue presented for determination by the Court is whether decedent was killed in the line of duty as contemplated by the Act and more specifically whether his life was lost as a result of injury received in the active performance of duties as a fireman and whether the injury arose from violence or other accidental causes.

On the date of his death, Captain Schultz was a fireman with the East Hazel Crest Fire Department. He was a captain whose duties were to take charge in the absence of a chief or assistant chief. Captain William N. Vallow testified that the decedent began duty on October 12,1979, at 1:15 p.m. At approximately 9:00 p.m. Captain Vallow received a call for mutual aid by the Harvey Fire Department inasmuch as the Harvey Fire Department had responded to a train wreck involving two fatalities and 48 injuries. The chief dispatched five men to Harvey to man the Harvey Fire Station. The balance of the East Hazel Crest crew stood by in East Hazel Crest. The decedent stayed with the balance of the men at the East Hazel Crest Fire Department. This procedure was by virtue of an agreement between the two departments.

At 9:40 p.m. Chief Vallow, Assistant Chief Prater, the decedent and others, including an emergency medical technician, proceeded to the scene of the wreck. There was no additional call for help by the Harvey Fire Department, but the group proceeded to the scene because they thought they might be of some assistance. They travelled to the scene in Chief Vallow's private automobile. Exiting their car, they walked to the scene of the wreck and were told that everything was well under control, that the injured people had been removed from the cars and most had been taken to hospitals. The Harvey Fire Department personnel were, at that time, trying to extricate one of the fatalities from the wreck

but were having some difficulty. The group from East Hazel Crest decided to stay on the scene thinking they might be of assistance in the use of hydraulic lifting, porta powers or bridging materials.

After observing the scene for about one-half hour, the decedent and his associates proceeded to climb the embankment where the wreck was located. The embankment they climbed was approximately 18 feet high, 35 feet long and angled upward about 60 degrees. A rope had been strung from the bottom to the top of the embankment to assist persons in climbing it.

Chief Vallow, a firefighter for 30 years, testified that he had occasions in the past where he had stayed at the scene of a disaster after being told that no further assistance was needed and that this was good practice because, being officers of command responsibilities, they might have been of assistance in extricating persons from the wreckage.

After arriving at the top of the embankment, the decedent stated that he had a hard time breathing and was seen gasping for air. The color of his face was white. This was the first indication that evening that the decedent was feeling ill.

After resting at the top of the embankment, the decedent and his associates proceeded down to their automobile and drove to the East Hazel Crest Fire Department Station where an ambulance took the decedent to St. James Hospital. The decedent was pronounced dead on arrival at the hospital at 12:55 a.m. on October 13, 1979. The medical examiner's certificate of death listed the immediate cause of death as congestive heart failure as a consequence of arteriosclerotic cardiovascular disease.

Section 2(e) of the Act provides a definition of "killed in the line of duty" as follows:

"(e) 'killed in the 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 . . ." Ill. Rev. Stat. 1977, ch. 48, par. 282(e).

Inasmuch as the decedent died shortly after the incident, it is agreed that the time limitation is no bar to recovery in this case.

The questions then are:

1. Did the decedent lose his life in the active performance of duties as a fireman and;

2. Did his death result from injury which arose from violence or other accidental causes?

As to the first question, it is our opinion that the decedent was in the actual performance of his duties as a fireman. The duties of a fireman are not merely fighting fires. Fireman are called upon to perform many other life saving tasks. Extricating persons from the wreckage of major disasters is certainly among the responsibilities of firemen. Although the decedent was not specifically requested by the Harvey Fire Department to go to the scene, his presence was desirable and might have been useful and his initiative and that of his chief, Chief Vallow, was commendable. Chief Vallow felt that this was good practice. Certainly, under the circumstances, the decedent was acting in his capacity as a fireman rather than in his capacity as a private citizen. He was, therefore, in our opinion, in the active performance of his duties as a fireman. As we stated in ***In re Application of Woodworth*** (1981), **34** Ill. Ct. Cl. 298, 299:

"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 . . . 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."

In the instant case, decedent voluntarily sought to aid a person trapped in train wreckage. Although the parties came to the scene in a private automobile, he was engaged in more than a private pastime.

As to the second question, it is our opinion that the decedent suffered from an accidental injury. In the cases previously decided by this Court which granted awards in cases of heart attack, no particular traumatic experience has been found to be necessary. Arduous activity is within the scope of the Act. See ***Hill v. State*** (1974), 30 Ill. Ct. Cl. 1073; ***O'Neil v. State*** (1973), 29 Ill. Ct. Cl. 529; ***In re Application of Woodworth*** (1981), 34 Ill. Ct. Cl. 298; ***In re Application of Parchert*** (1980), 33 Ill. Ct. Cl. 312.

In the instant case, decedent had not prior to climbing the embankment suffered any physical distress. He climbed an 18-foot embankment so steep that it required a rope to help people climb up and down. Decedent's difficulty in breathing commenced at the top of the embankment after this arduous climb. It is clear that decedent's heart attack was proximately related to the climb up the embankment.

It is therefore ordered that the statutory award of $20,000.00 be, and hereby is, awarded to the applicant, Bernice Schultz.

(No. 81-CC-2817—Claimant **awarded** $20,000.00.)

In re APPLICATION OF LOUISE E. JOBE.

Opinion filed February 11,1982.

JEGEN & CARLSON (KURT A. CARLSON, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (JAMES M. HOFERT, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Am—killed in line of duty defined. "Killed in line of duty" means losing life as result of injuries received in active performance of duties as officer or fireman if death occurs within one year from date of injury and injury arose from violence or accidental cause, excluding death caused by wilful misconduct or intoxication.

SAME—standard of wilful and wanton misconduct depends on circumstances. Circumstances of each case must be used in determining standard of wilful and wanton misconduct for purposes of granting award under Law Enforcement Officers and Firemen Compensation Act as determination should be made on case-by-case basis.

SAME—officer not guilty of wilful misconduct—award granted. Police officer responding to domestic violence call was not guilty of wilful misconduct when he drove through closed crossing gates and was struck by train and killed, as under circumstances, officer may have been negligent, but he was not engaged in wilful misconduct as contemplated by Law Enforcement Officers and Firemen Compensation Act, as nature of law enforcement officer's duties require that he take risks to which ordinary people are never exposed.

ROE, C. J.

This is a claim brought by Claimant, Louise E. Jobe, widow of police officer James E. Jobe, for benefits under the provisions of the Law Enforcement Officers and Firemen Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 48, par. 281 et *seq*.

The case was assigned to a commissioner, but because all relevant facts were sufficiently set forth in the record, the parties stipulated that the case be submitted to the Court solely on the material in the file, including the parties' memoranda of law, without a hearing.

Officer Jobe died December 26, 1980, while a member of the police department of the city of Des Plaines, Illinois, as a result of injuries received on December 13, 1980.

On the latter date, at approximately 7:42 p.m., he

was proceeding westbound on Algonquin Road, Cook County, Illinois, in a squad car, as back up man, reporting to a domestic disturbance call.

At the Chicago and Northwestern tracks he stopped for a southbound freight train. As the train cleared the crossing he drove his squad car around the still lowered gates and was struck by a northbound train that had been concealed by the southbound train. According to witnesses neither the northbound train nor its headlights were visible prior to the accident.

An eyewitness described the occurrence as follows:

"We were driving West on Algonquin Road coming to the railroad crossing just West of Wolf Road. The gates had just gone down. There was a police car in front of us with his lights on but was delayed because of the train coming. He waited until the train going southbound had just passed and then proceeded to go around the gates just as a northbound train was coming along. He didn't even have time to see the other train coming because he jumped around the gates right after the southbound passed. The northbound train hit him in the left front fender and dragged him along with it about halfway down to the next crossing." (Statement of Denise Armstrong.)

The issue in this case is whether Claimant's husband was killed in the line of duty as that phrase is defined in section 2(e) of the Act.

"(e) 'killed in the line of duty' means losing one's life as a result of injuries received in the active performance of duties as a law enforcement officer, civil defense worker, civil air patrol member, paramedic, 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 cause. ***The term excludes death resulting from the willful misconduct or intoxication of the officer,*** civil defense worker, civil air patrol member, paramedic, or fireman. ***Howeoer, the burden of proof of such willful misconduct or intoxication of the officer . . .*** is on ***the Attorney General."*** (Emphasis added.) Ill. Rev. Stat. 1977, ch. **48,** par. 282(e).

The department of police, city of Des Plaines, has promulgated rules for responding to calls. The applicable Police Department Rule provides in part as follows:

"380.78 Responding to Calls. Member of the Department shall respond without delay to all calls for police assistance from citizens or other members. Emergency calls shall take precedence; however, all calls shall be answered

as soon as possible ***consistent with normal safety precautions and vehicle laws. . . .*** **" (Emphasis added.)**

Section **11—1201** of the Illinois Motor Vehicle Code (Ill. Rev. Stat. **1977,** ch. 95½, par. **11—1201)** provides that no person shall drive any vehicle through, around, or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed.

Section **11—205** of the Illinois Motor Vehicle Code (Ill. Rev. Stat. **1977,** ch. 95½, par. 11—205) which provides various exceptions for drivers of emergency vehicles does not seem to give the driver of an emergency vehicle the right to drive around a lowered gate at a railroad crossing.

Clearly, Claimant's husband was guilty of negligence. The Accident Review Committee of the Des Plaines Police Department found that Officer Jobe's accident was "preventable."

However, the question before this Court is not whether the accident was preventable, nor is it whether Officer Jobe was guilty of negligence, but whether his death resulted from wilful "misconduct" within the meaning of the term as used in that portion of the Act defining "killed in the line of duty."

The burden of proving such wilful misconduct is on the Attorney General. Respondent pointed out that interpretation of this term is an issue of first impression in this Court and suggested that the standards of wilful and wanton misconduct as ordinarily applied in tort litigation, and in particular, the standards and definitions developed with reference to the Illinois Guest Statute (Ill. Rev. Stat. **1979,** ch. 95½, par. **10—201)** be applied in making our determination. Respondent's memorandum explains the standard as follows:

"The requirement that the defendant be found to have been guilty of wilful misconduct is a prerequisite in several other statutory causes of action in this State. The Guest Statute, Ill. Rev. Stat. 1979, Ch. 95½, par. 10—201, provides that a guest shall not have a cause of action against the driver, unless the driver was guilty of wilful misconduct. The definition of wilful misconduct, as it relates to the Guest Statute, is set forth in ***Griffin v. Darda***, 28 Ill.App.2d 693, 329 N.E.2d ***245,*** (1975). In ***Griffin,*** supra, the court, at page 248, defined wilful misconduct, as follows:

> 'Wilful and wanton misconduct is a conscious disregard for one's own safety and that of others.'

The court continued, at page 248, by stating that the concepts of negligence and wilful misconduct are not synonymous. The court set forth the difference between these concepts, at page 248, as follows:

> 'The degree of culpability is greater under a charge of wilful and wanton . . . The proof is distinguishable; less evidence is required to prove negligence.'

In ***Breslin v. Bates,*** 14Ill.App.3d 941,303 N.E.2d 807 (1973), the court, at page 813, stated that the determination of whether an act is wilful and wanton depends upon the circumstances in each case and constitutes a question of fact. The court, at page 813, defined wilful misconduct as follows:

> 'To be wilful or wanton an act must either be intentional or it must be committed under circumstances exhibiting a reckless disregard for the safety of others, ***such as failure after knowledge of impending danger to exercise ordinary care to prevent injury,*** or ***a failure to discover the danger through recklessness or carelessness when it could have been discovered in the exercise of ordinary care.'*** (Emphasis added)

The court, in the above case, at page 814, concluded as follows:

> 'There was no evidence that the traffic conditions at the intersection were so hazardous or the circumstances preceding the accident so threatening that they transformed her alleged excessive speed into conduct exhibiting a reckless disregard for the safety of her passengers.' "

We decline to accept this standard. While it may be appropriate for governing the day-to-day affairs of the public at large, we do not think it is the correct standard to apply to law enforcement officers in the context of the Act. As the *Breslin* case, ***supra,*** pointed out, what is simple negligence, wilful and wanton negligence, or wilful misconduct depends on the circumstances of the case. The very nature of a law enforcement officer's duties require that he take risks to which the ordinary public is not even exposed. We point out that the Act in

part defines a law enforcement officer as (one) in a position "involving law enforcement and protection of the public interest at the risk of that person's life." To hold that a law enforcement officer was engaged in wilful misconduct when he exhibited a disregard for his own safety would be contrary to the purposes of the Act and disqualify many deserving officers. However, we decline to set forth a standard in this case to be used as precedent for others for we think that the determination should be made on a case-by-case basis which allows for taking into consideration all of the attendant circumstances of the incident.

In the case at bar Officer Jobe did not endanger anyone's safety but his own. In taking the risk he did he may have been in violation of a provision of the Illinois Motor Vehicle Code but we think it is important to look at the factors surrounding his actions. He was responding as a backup officer to a domestic disturbance call. As both counsel for the State and the Applicant pointed out in their memoranda, this type of call is very dangerous and, according to the F.B.I. report, domestic disturbance calls were responsible for the highest percentage of police officer fatalities between 1970 and 1979. There was no indication whatsoever that Officer Jobe was intentionally trying to get himself hurt. He evidently thought that it was imperative that he answer the call immediately and disregarded his own safety to do so.

Officer Jobe may have been negligent and, with perfect hindsight, it can be said that he exhibited poor judgment. However, under the circumstances, we think, that he was not engaged in wilful misconduct as contemplated in the Act. We find that Officer Jobe was killed in the line of duty.

It is hereby ordered that Louise E. Jobe be, and

hereby is awarded the sum of $20,000.00 (twenty thousand dollars and no cents).

(No. 82-CC-0017—Claimant awarded $20,000.00.)

In re APPLICATION OF DELORES E. MIELKE.

Opinion filed May 5,1982.

DELORES E. MIELKE, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*paramedic*—service contract to village—award granted. Death of paramedic due to fall suffered while attempting rescue was covered by Law Enforcement Officers and Firemen Compensation Act even though decedent worked for private ambulance service which was under contract to village to provide paramedic services, as contract arrangement fell within scope of Act.

ROE, C. J.

Applicant seeks an award as the widow and statutory beneficiary of Kairon H. Mielke, certified paramedic, pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 48, par. 281 et *seq*.

The Court has reviewed Claimant's application for benefits, together with the written statement of decedent's supervisor, and has also reviewed the police report of the Riverdale Police Department, the medical examiner's certificate of death, the letter from the chief of police of the Riverdale Police Department and the report of the Attorney General. From its consideration of these documents the Court finds:

1. A claim was filed herein by Delores E. Mielke,

widow of Kairon H. Mielke, certified paramedic, who died May 27,1981, from injuries sustained while responding to an emergency call by the Riverdale Fire Department.

2. Delores E. Mielke, as widow, is the sole beneficiary and therefore would be entitled to any payment pursuant to section 3(a) of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1979, ch. 48, par. 283(a)), which provides that the surviving spouse is entitled to the entire award where there is no designation of beneficiary on file.

3. The statement of John W. Daley, decedent's supervisor, and the Riverdale Police report state that on May 26, 1981, decedent was acting in his capacity as certified paramedic and had responded to a Riverdale Fire Department emergency call. Decedent was attempting to reach an injured person at the bottom of a grain silo in an abandoned warehouse in order to administer emergency medical aid. The rope lowering decedent into the silo broke and he fell, sustaining injuries which caused his death on May 27, 1981.

4. The Riverdale Police and Fire Departments do not employ certified paramedics but have an agreement with Daley's Ambulance Service that Daley's will employ certified paramedics and will respond to emergency calls from the Riverdale Police and Fire Departments. Kairon H. Mielke was so employed by Daley's Ambulance Service and was responding to such an emergency call from the Riverdale Fire Department at the time of the accident which led to his death. Section 2(i) of the Act sets forth the definition of the term "paramedic" as it is used in the Act. It provides as follows:

"(i) 'paramedic' means Mobil Intensive Care Personnel certified by the Illinois Department of Public Health as qualified to render the services

enumerated in Section 1.4 of 'An Act requiring hospitals to render hospital emergency service in case of injury or acute medical conditions and to implement emergency hospital, medical and surgical services on a community or areawide basis', approved August 28, 1963, as amended, ***who is a member of an organized body under the jurisdiction of a city, village, incorporated town or county, that provides emergency medical treatment to persons of a defined geographical area."*** **(Emphasis added.)**

The issue in this case is whether Applicant's decedent qualifies under the language of the Act emphasized above. There is no question that he met the other qualifications of the definition. In the case at bar, Applicant's decedent was employed by a private ambulance service. However, by agreement between the decedent's employer and the village of Riverdale, said ambulance service was required to provide paramedical services to the village in accordance with section 6 of the Pre-Hospital Emergency Medical Services Act. (Ill. Rev. Stat. **1979,** ch. **111½**, par. **4106.)** The letter from the chief of police of the Riverdale Police Department stated that in all cases of medical emergencies, said ambulance service is dispatched along with the village's other services and that departmental policy is to notify the ambulance service immediately after the police are notified. We find that this arrangement does qualify under the Act. The Attorney General in its report filed in this case also is of the opinion that the facts of the case at bar are in compliance with the Act.

5. The medical examiner's certificate of death lists immediate cause of death as multiple injuries due to a fall from height.

6. The facts as herein reported are in compliance with the requirements of the Law Enforcement Officers and Firemen Compensation Act. (Ill. Rev. Stat. 1979, ch. **48,** par. **281** ***et seq.***) Claimant, as the widow of Kairon H. Mielke, certified paramedic, is entitled to an award of **$20,000.00** as is provided by law.

By reason of the foregoing, it is hereby ordered that an award of **$20,000.00** be, and is hereby made to Delores E. Mielke, the widow and statutory beneficiary of Kairon H. Mielke, certified paramedic, as is required by the provisions of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. **1979,** ch. **48,** par. **281** ***et seq.***

(No. **82-CC-0294—Claimant awarded $20,000.00.)**

LORETTA RIORDAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 17,1981.

LORETTA RIORDAN, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Acr—shooting death—tavern disturbance—claim allowed. Award granted to widow of fireman who was killed by gun shot while decedent was escorting man with gun away from bar in which man had caused disturbance.

ROE, C. J.

Claimant seeks an award as the widow and statutory beneficiary of first deputy superintendent James J. Riordan, pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. **1979,** ch. **48,** par. **281** ***et seq.***

The Court has reviewed Claimant's application for benefits together with the written statement of decedent's supervisor, and has also reviewed the police reports of the Chicago Police Department, the medical examiner's certificate of death and the report of the Attorney General. From its consideration **of** these documents the Court finds:

1. A claim was filed herein by Loretta Riordan, widow of James J. Riordan, first deputy superintendent of the Chicago Police Department, who died on June **6, 1981,** from gunshot wounds;

2. Loretta Riordan, as widow, is entitled to payment pursuant to section **3** of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. **1979,** ch. **48,** par. **283)** which provides that the surviving spouse is entitled to the entire award where there is no designation of beneficiary on file;

3. The police reports state that on June **6, 1981,** decedent was escorting a man who had caused a disturbance from a bar. The man had a gun in his hand and while the decedent was escorting him from the bar, the decedent was shot. He died from his wounds a short time later;

4. The medical examiner's certificate of death lists the cause of death as bullet wound—neck (internal jugular vein and transection cervical cord);

5. There is nothing in the circumstances to suggest that decedent's death resulted from the wilful misconduct or intoxication of the decedent;

6. The facts as herein reported are in compliance with the requirements of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. **1979,** ch. **48,** par. **281** ***et seq.***). Claimant, as widow of James J. Riordan, is entitled to an award of **$20,000.00** as is provided by law.

By reason of the foregoing, it is hereby ordered that an award of **$20,000.00** be, and is hereby made to Loretta Riordan, the widow and statutory beneficiary of James J. Riordan, as is required by the provisions of the Law

Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. 1979, ch. 48, par. 281 et *seq.*

(No. 82-CC-0623—Claimant awarded $20,000.00.)

***In re* APPLICATION OF JEAN *C.* RAWSON.**

Opinion filed March 1, 1982.

STEPHEN A. FREW, for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—***fireman killed in line of duty—award granted.*** Fireman who was assaulted in disturbance which arose outside his home and died a few hours later was held to have been killed in line of duty, as there was no evidence that he had been guilty of wilful misconduct but the evidence did show that at the time of the disturbance he was on call at home with a fire department vehicle parked in his driveway and when he became aware of the disturbance, he went outside to secure the vehicle.

ROE, C. J.

This is an application for benefits filed pursuant to the Law Enforcement Officers and Firemen Compensation Act, hereinafter referred to as the Act (Ill. Rev. Stat. 1979, ch. 48, par. 281 et *seq.*), by Jean C. Rawson, widow of deputy fire chief Dean L. Rawson, who was employed in that capacity by the city of Rockford, Illinois, and who died on July 26, 1981.

The decedent is survived by his wife, the Applicant herein, and pursuant to section 3 of the Act she would be entitled to the entire sum of any benefits paid under the Act. Ill. Rev. Stat. 1979, ch. 48, par. 283.

Based upon the report filed by the office of the Attorney General and the rest of the record in this matter we find the circumstances surrounding the death to have

been as follows. On October 5, 1981, decedent was on call for the Rockford Fire Department as the ranking officer in Rockford at the time. A disturbance arose outside his home. Because he had his fire department car in his driveway he went outside to lock the doors. Shortly thereafter he became involved in the disturbance, was assaulted, and died 12 hours later. The cause of death was brain herniation due to brain contusion and subdural hematoma due to an accelerated fall on the back of the head. Contained in the written witness reports which were filed by the Applicant and the Attorney General are certain statements to the effect that the decedent became involved in the melee of his own volition and may have contributed in some manner to his death. However, the Attorney General's investigation report found that there was nothing in the circumstances to indicate decedent's death was caused by his wilful misconduct and we note that the statements otherwise were made by persons involved in the disturbance which brought decedent out of his home. We find no wilful misconduct.

The Attorney General's report concludes that it was unable to determine whether deputy chief Rawson's death meets the requisite of being "killed in the line of duty" as defined in the Act. However, based on the entire record, we find that he was so killed in the line of duty. He was the ranking officer in the city at the time. He was on call at the time. He had a fire department vehicle in his driveway which would have had to have been used had he been called in on an emergency. After becoming aware of a disturbance outside and near his vehicle he obviously felt the need to secure it. In the course of his doing so he was killed.

Jean C. Rawson is hereby awarded the sum of $20,000.00 (twenty thousand dollars and no cents).

(No. 82-CC-2054—Claimant awarded $20,000.00.)

In re **APPLICATION OF KAY F. CLAY.**

Opinion filed April 5, 1982.

KAY F. CLAY, ***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—injury ***while making arrest—blood clot—award granted.*** Widow of police officer was granted award based on showing that officer injured knee while attempting to effectuate arrest and died of blood clot after undergoing surgery for the knee injury, as the Law Enforcement Officers and Firemen Compensation Act is intended to provide compensation for those performing services on behalf of public and the deceased officer was killed in furtherance of official duties.

ROE, C. J.

This claim arises out of the death of Edgar A. Clay, Jr., a member of the Chicago Police Department. The decedent's widow seeks compensation pursuant to the provisions of the Law Enforcement Officers, Civil Defense Members, Civil Air Patrol Members, Paramedics 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 a copy of the medical examiner's certificate of death attached to said application.

On January 7, 1982, the decedent was on duty at Hyde Park High School, 6220 Stoney Island Avenue, Chicago. Sometime in the afternoon Officer Clay observed a suspect wanted for armed robbery. Officer Clay attempted to effectuate an arrest, but the suspect resisted, causing the officer to fall to the floor, where Officer Clay sustained a broken knee cap. During this occurrence several other school personnel arrived and held the suspect until help arrived.

Due to the knee injury sustained during the attempted arrest, Officer Clay underwent extensive knee surgery. Officer Clay was at home recuperating when a blood embolism developed that traveled to the heart, causing death. The medical examiner's certificate of death, attached to the verified application for benefits, was signed by Dr. Tae Lyong An, on January 26, 1982, and indicates that the cause of death was a massive bilateral pulmonary embolism in association with the recent leg injury.

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 Officer Clay was killed in the furtherance of his official duties, helping to protect the public. Under these circumstances, we find this claim is compensable under the Act.

It is hereby ordered that the sum of $20,000 (twenty thousand dollars and no cents) be, and hereby is awarded to Kay F. Clay, widow of Edgar A. Clay, Jr., decedent.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, AND FIREMEN COMPENSATION ACT

OPINIONS NOT PUBLISHED IN FULL
FY 1982

Where the Attorney General's investigation determines that claim is within the scope of Act claim will be allowed.

81-CC-2791	Folmar, Judy I.	$20,000.00
82-CC-0055	Lydon, Helen G.	20,000.00
82-CC-0355	Williams, Andrea	20,000.00
82-CC-0654	Stokes, Alice	20,000.00
82-CC-0884	Taylor, Elaine	20,000.00
82-CC-1048	Michalek, George	20,000.00
82-CC-1050	Srejma, Frank	20,000.00
82-CC-1197	Hitz, Concetta M.	20,000.00
82-CC-1198	McShane, Jacqueline L.	20,000.00
82-CC-1378	Darnell, Eva E.	20,000.00
82-CC-2057	Doyle, Rose M.	20,000.00
82-CC-2126	Babb, Barbara C.	20,000.00
82-CC-2137	O'Brien, Laverne	20,000.00
82-CC-2138	Fahey, Patricia M.	20,000.00

CASES IN WHICH ORDERS OF DISMISSAL WERE ENTERED WITHOUT OPINIONS FY 1982

6616	Taves, Kenneth & Fredericks, James
73-CC-0091	Owens, Edward M.
73-CC-0217	Tangerman, Jack
74-CC-0072	Murillo, Gloria
74-CC-0223	Jordan, William L.
74-CC-0852	Caldwell Engineering Co.
75-CC-0171	Krivitzky, Anita G.
75-CC-0843	Williamson Towing Co.
75-CC-0844	Williamson Towing Co.
75-CC-0845	Williamson Towing Co.
75-CC-0846	Williamson Towing Co.
75-CC-0847	Williamson Towing Co.
75-CC-1289	Secrist, Martha B. & Howard, Carol A.
75-CC-1490	Sanders, Emery
75-CC-1508	Cliff, Joseph
76-CC-0046	Air Illinois, Inc.
76-CC-0149	Goddard, Berdina
76-CC-0241	Janssen, Charles
76-CC-0378	Hawaii, Bank of
76-CC-0525	West Publishing Co.
76-CC-0837	Cook, County of
76-CC-0868	Di Prizio, Victor A. & Patricia A.
76-CC-1007	Bell, Marcy D.
76-CC-1516	Lodgaard, Carroll A.
76-CC-1567	Memorial Medical Center
76-CC-1594	Fields, R.L.
76-CC-1808	Voigt, Shirley
76-CC-2158	Lexington House Corp.
76-CC-2226	Fiedler, Adrienne
76-CC-2244	Bruehl, Morris
76-CC-2251	Gleason, John
76-CC-2594	Mileris, Jonas V., M.D.
76-CC-2615	Burda, Anthony
77-CC-0142	Johnson, Derrick P.
77-CC-0352	Young, Robert, Jr.
77-CC-0379	Viskant, Gregory & Albert
77-CC-0539	Neal, Rita Y.

77-CC-0755	Neafus, Carl B.
77-CC-0891	Gibson, Pauline
77-CC-0945	Bragg, Carter C.
77-CC-1253	Chuman, James & Sandra
77-CC-1346	Stogner, J. David, Jr.
77-CC-1495	Loyola University
77-CC-1523	Zaborac Electric, Inc. & Jefferson National Bank
77-CC-1563	Country Health, Inc.
77-CC-1772	Staff, James F.
77-CC-1927	South, Gary L.
77-CC-1955	Ravenswood Hospital Medical Center
77-CC-1980	Morns, Michael E.
77-CC-1988	Bardos, William D.
77-CC-1998	Kaidell, Wanda L.
77-CC-2179	208 South LaSalle Street Corp.
77-CC-2224	Wilson, Frank D.
77-CC-2323	Nikolic, Jelica
77-CC-2376	Williams, Albert
77-CC-2485	Standard Oil Division, Amoco Oil Co.
77-CC-2486	Standard Oil Division, Amoco Oil Co.
77-CC-2522	Warnock, Michael J.
78-CC-0043	Wenzel, Dolores A.
78-CC-0052	Otterstrom, Gertrude M.
78-CC-0059	Harden, Mary
78-CC-0064	Smith, Dean
78-CC-0072	Harwell, Claudia
78-CC-0084	Dace, Nellie L.
78-CC-0098	Carolina Moving & Storage, Inc.
78-CC-0129	Bodeen, Irene W.
78-CC-0134	Jefferies 2011 Clinical Laboratory
78-CC-0142	Action Ambulance Service
78-CC-0179	Keith, Mollie
78-CC-0180	Kelly, Juanita
78-CC-0181	Davidson, Caroline
78-CC-0182	Hase, Barbara
78-CC-0183	Goddard, Nancy
78-CC-0184	Gilmore, Lynn
78-CC-0185	Halter, Kathryn
78-CC-0186	Williams, Rosalie
78-CC-0187	Rogers, Jeannine
78-CC-0189	Ray, Constance
78-CC-0190	Neal, Laura

78-CC-0191	Mueller, Laura
78-CC-0194	Frick, Eleanor
78-CC-0195	Downs, Mary Jo
78-CC-0196	Cherry, Marilyn
78-CC-0313	Meyer, Betty J.
78-CC-0332	Hayes, Virginia E.
78-CC-0343	Webb, Sharon A.
78-CC-0369	Murphy, Myrtle M.
78-CC-0374	Haverhals, Bernice A.
78-CC-0404	Ward
78-CC-0414	Landauer, Judith C.
78-CC-0445	Gibertini, Suzette
78-CC-0464	Mayberry, Linda Sue
78-CC-0471	Harris, Gerald R.
78-CC-0472	Shroyer, Phillip
78-CC-0473	Merrill, Charles E., Publishing Co.
78-CC-0499	Gross, Henry Walter
78-CC-0584	Hernandez, Angel
78-CC-0609	Thompson, Durward G.
78-CC-0643	Webb, David L.
78-CC-0688	Linkogle, Leo
78-CC-0710	Emmco Excel Insurance Co.
78-CC-0815	Renner, Raymond D. & Maedell A.
78-CC-0855	Bowen, Mary Lou
78-CC-0856	Bowen, Homer C.
78-CC-0889	Mormino, Ann C.
78-CC-0911	Winslow, Norman Henry
78-CC-1171	Johnson, Ruth E.
78-CC-1173	Young, Fannie
78-CC-1174	Summers, Dale
78-CC-1187	Todd, Donald
78-CC-1238	Rivera, Andre
78-CC-1275	Tapia, Jesse
78-CC-1317	Cook, James
78-CC-1322	Maslov, Dr. Morton R.
78-CC-1349	Ford County
78-CC-1364	Reese, Howard E.
78-CC-1365	Gray, Jack H. & Jacqueline S.
78-CC-1395	Rader, Lorraine
78-CC-1429	Quinn, Timothy
78-CC-1499	McHenry County
78-CC-1523	Freidag, James

78-CC-1572	Chiu, Colin
78-CC-1619	Knox County Mary Davis Home
78-CC-1623	Colquitt, Donald
78-CC-1701	Standard Oil Division, Amoco Oil Co.
78-CC-1751	Howell, Mary
78-CC-1796	Washington, George E.
78-CC-1845	Northrup King Co.
78-CC-1873	Kenton Locksmith Supplies
78-CC-1925	Avis Rent-A-Car, Inc.
78-CC-2059	Duff, Dorothy
78-CC-2061	Simpson, Judith R.
78-CC-2072	Gentuso, Anthony
78-CC-2081	Klaus Radio, Inc.
78-CC-2158	Goodyear Tire & Rubber Co.
79-CC-0023	Anchor Office Supply Co.
79-CC-0027	Anchor Office Supply Co.
79-CC-0091	Rock Island Franciscan Hospital
79-CC-0102	Moldenhauer, Jean A. a/k/a Young, Jean A.
79-CC-0121	Chipps, Larry; Garrison, Clarence; & Solheim, Richard
79-CC-0157	McTeer, Desiree
79-CC-0211	Robinson, Calvin
79-CC-0223	Wieneke, E., Store
79-CC-0323	Xerox Corp.
79-CC-0335	West Suburban Kidney Center, S.C.
79-CC-0375	Wilkerson, William
79-CC-0439	Coffman, Barbara
79-CC-0529	Guminski, Mitchell
79-CC-0569	Padula, Margaret
79-CC-0637	Malone, Angelean
79-CC-0680	Perkins, Maggie
79-CC-0689	Carey, Barbara
79-CC-0702	Consolidated Foods Corp.
79-CC-0722	Moses, Odessia
79-CC-0731	Eaton, Becky
79-CC-0739	Papineau, Deborah
79-CC-0827	Gordon, Gregory
79-CC-0867	Nevels, Booker
79-CC-0885	Bookwalter, Dale
79-CC-0941	Zambaftis, Gus
79-CC-0946	Graphic Controls Corp.
79-CC-0973	Blanton, Jackie L.
79-CC-0987	Ravenswood Hospital Medical Center

79-CC-0988	Ravenswood Hospital Medical Center
79-CC-0996	Ravenswood Hospital Medical Center
79-CC-0998	Ravenswood Hospital Medical Center
79-CC-1000	Ravenswood Hospital Medical Center
79-CC-1004	Ravenswood Hospital Medical Center
79-CC-1005	Ravenswood Hospital Medical Center
79-CC-1053	Wadley, Caryl
79-CC-1092	Rock Island Franciscan Hospital
79-CC-1123	Matt, Eris B.
79-CC-1129	Nordmeyer, Susan
79-CC-1144	St. Mary's Hospital
80-CC-0077	Ambassador Insurance Co.
80-CC-0093	Montgomery, Robert
80-CC-0103	Meeks, Harry
80-CC-0106	Strasbough, Max E.
80-CC-0145	Ravenswood Hospital Medical Center
80-CC-0146	Ravenswood Hospital Medical Center
80-CC-0147	Ravenswood Hospital Medical Center
80-CC-0148	Ravenswood Hospital Medical Center
80-CC-0149	Ravenswood Hospital Medical Center
80-CC-0153	Ravenswood Hospital Medical Center
80-CC-0154	Ravenswood Hospital Medical Center
80-CC-0178	Ford County
80-CC-0183	Associated Service & Supply Co.
80-CC-0223	Moro, John
80-CC-0231	Winfrey, Albert
80-CC-0235	Jackson, Floyd D.
80-CC-0269	Belew, Edith
80-CC-0342	Friday, Patricia Evans
80-CC-0343	Wells, Donald Lee
80-CC-0354	Ravenswood Hospital Medical Center
80-CC-0355	Ravenswood Hospital Medical Center
80-CC-0372	McKinley, Darryl
80-CC-0375	Johnson, Quincolia
80-CC-0429	American Hospital Supply Corp.
80-CC-0645	Brewster, John
80-CC-0659	Abrams, Lorri
80-CC-0714	Taylor, Barbara L.
80-CC-0902	Matta, George
80-CC-0988	Brewer, Joe
80-CC-1008	Galati, Frank J.
80-CC-1009	McNeer, Robert L.

80-CC-1021	Midwest Emery Freight System, Inc.—United Transportation
80-CC-1022	Sterns, Betty
80-CC-1030	Schaeffer, Ronald
80-CC-1158	Kankakee Industrial Supply Co., Inc.
80-CC-1179	Adamore, Eric
80-CC-1248	Beverly Woods Restaurant
80-CC-1294	Air Illinois, Inc.
80-CC-1309	Egel, Arlen G.
80-CC-1315	Repell, William
80-CC-1319	Orlandi, Deno
80-CC-1389	Catholic Social Service
80-CC-1390	Catholic Social Service
80-CC-1393	Catholic Social Service
80-CC-1395	Catholic Social Service
80-CC-1396	Catholic Social Service
80-CC-1399	Catholic Social Service
80-CC-1403	Catholic Social Service
80-CC-1434	Winfrey, Albert
80-CC-1447	Rigsby, Mary
80-CC-1452	Xerox Corp.
80-CC-1454	Xerox Corp.
80-CC-1466	Memorial Hospital
80-CC-1476	Tapper's Central Heating Co., Inc.
80-CC-1512	Marchetti, Domnick
80-CC-1517	Dressel, Leroy
80-CC-1518	Enrietto, Raymond V.
80-CC-1521	Bird, John W.
80-CC-1525	Yocom, Stuart E.
80-CC-1591	Morgan, Janet
80-CC-1643	Spencer, Curtis
80-CC-1646	Kankakeeland Community Action Program, Inc.
80-CC-1673	Xerox Corp.
80-CC-1679	Xerox Corp.
80-CC-1692	Xerox Corp.
80-CC-1700	Xerox Corp.
80-CC-1711	Xerox Corp.
80-CC-1719	Xerox Corp.
80-CC-1808	Cavanaugh, James A.
80-CC-1909	Brewer, Riley G.
80-CC-1963	Xerox Corp.
80-CC-1971	Xerox Corp.

80-CC-2004	Corbetta Construction Co. of Illinois, Inc.
80-CC-2042	Standard Oil Division, Amoco Oil Co.
80-CC-2087	Bird, Steven E.
80-CC-2104	Tedder, Paul W.
80-CC-2125	Castro, Felix
80-CC-2144	Alpern, Phillip
80-CC-2151	**Glosser,** Lynna S.
80-CC-2163	Anchor Office Supply Co.
80-CC-2164	Anchor Office Supply Co.
80-CC-2178	Jacobs, Jo Ann C.
80-CC-2192	St. Mary's Hospital
80-CC-2201	Bailey, Hernandez
80-CC-2214	Bethea, Edward
80-CC-2216	Archer Cemetery Corp.
80-CC-2262	Fields, Theodore P.
80-CC-2296	Reese, Michael, Hospital & Medical Center
81-CC-0003	Robin, Allan E. & Orosco, Jose M.
81-CC-0008	Patterson, Dorothy D.
81-CC-0014	**Killen,** Barbara
81-CC-0026	Illinois Bell Telephone Co.
81-CC-0113	Hughes, Marilyn
81-CC-0114	Kasch, Kathleen
81-CC-0115	Staggs, Neta M.
81-CC-0138	Sherman Hospital Association
81-CC-0191	Gardner, Sharon
81-CC-0224	Evans, Jereline B. & Carter, Gerald Ray
81-CC-0305	Pearson, Corey V.
81-CC-0314	Allan's Travel Bureau, Ltd.
81-CC-0317	Harris, Eric
81-CC-0329	Bell Helicopters/Textron, Inc.
81-CC-0336	St. Bernard Hospital
81-CC-0354	Corbetta Construction Co.
81-CC-0369	Commonwealth Edison Co.
81-CC-0371	Commonwealth Edison Co.
81-CC-0373	Commonwealth Edison Co.
81-CC-0374	Commonwealth Edison Co.
81-CC-0376	Commonwealth Edison Co.
81-CC-0377	Commonwealth Edison Co.
81-CC-0380	Commonwealth Edison Co.
81-CC-0402	Methodist Medical Center of Illinois
81-CC-0409	Bowser, Kenneth
81-CC-0412	Seabury Press

81-CC-0413 Jackson, William
81-CC-0420 South Chicago Community Hospital
81-CC-0421 South Chicago Community Hospital
81-CC-0422 Weiss, Louis A., Memorial Hospital
81-CC-0439 Roseland Community Hospital
81-CC-0484 Ellis, Robert
81-CC-0524 Benson, L.C.
81-CC-0533 Meskill, Jeffrey D.
81-CC-0538 Moore, Arthur
81-CC-0545 Antonacci, Tony A. & Charlotte Elizabeth
81-CC-0558 Enright, Martha
81-CC-0593 Myers Ford Sales, Inc.
81-CC-0594 Knop, Gary
81-CC-0596 Seung, S., M.D.
81-CC-0598 Sieg Rockford Co.
81-CC-0614 Freddy's Towing
81-CC-0628 Hansen, Robert J.
81-CC-0629 Uniroyal, Inc.
81-CC-0641 Orland Auto Parts, Inc.
81-CC-0644 Hamblen, Carolyn G.
81-CC-0646 Despain, Leroy
81-CC-0650 Scanlon, John
81-CC-0651 Winford, Louis
81-CC-0656 Washington Rubber Co.
81-CC-0665 Konewko, Michael R.
81-CC-0685 Voss Equipment, Inc.
81-CC-0750 Keys, Harriet
81-CC-0767 Hirte, Terry L.
81-CC-0788 Volkening, Kenneth R.
81-CC-0794 Tudor, Dorothy M.
81-CC-0832 Hassan, Janet R.
81-CC-0855 Mercy Center for Health Care Services
81-CC-0875 Uhlich Childrens Home
81-CC-0881 Jeter, Sylvester
81-CC-0913 Chere, Myra Jo
81-CC-0921 Eddy, Donald R.
81-CC-0947 Blanford, Sheryl M.
81-CC-0989 Felbeck, Deloris
81-CC-0997 Dictaphone Corp.
81-CC-0998 Cotton, Willie B.
81-CC-1003 Mercy Hospital
81-CC-1006 Vaughn-Jacklin Corp., The

81-CC-1022	Grimes, Gerald A.
81-CC-1026	Blackwood, Helen M.
81-CC-1029	Firestone Tire & Rubber Co.
81-CC-1061	Matheny, Marilyn L.
81-CC-1084	Puchalsi, Ann T.
81-CC-1102	Otto, Steven R.
81-CC-1124	Lloyd, Carole
81-CC-1145	Barth, Elinor
81-CC-1153	Catholic Social Service of Peoria
81-CC-1161	Bland, Alexander
81-CC-1183	Kryfka, Christopher
81-CC-1206	Springfield Radiologists, S.C.
81-CC-1212	Capital City Paper Co.
81-CC-1214	Capital City Paper Co.
81-CC-1220	Bonow, Martin
81-CC-1225	Dahman, Mary Ann
81-CC-1235	Wokoun, Gwen R.
81-CC-1249	Campbell, Michael
81-CC-1295	St. Elizabeth Medical Center
81-CC-1322	Picker Corp.
81-CC-1342	Roberts, Barbara
81-CC-1364	Degroot, James F., Rhymes, William L. & Tessman, Fred L.
81-CC-1454	St. Mary's Hospital of Kankakee
81-CC-1465	Transport Clearings-Midwest, Inc.
81-CC-1472	Weiss, Louis A., Memorial Hospital
81-CC-1492	Brusca, Peter A., M.D.
81-CC-1498	Crisis Homes
81-CC-1504	Rhymes, William L.
81-CC-1505	Tessman, Fred L.
81-CC-1537	Chambers, John
81-CC-1541	Warga, Joseph
81-CC-1546	Northern Illinois Medical Associates
81-CC-1554	Longstreet, Robert L.
81-CC-1558	Pearson, D.R., Ph.D.
81-CC-1570	Sims, James L.
81-CC-1601	Goodrich, B.F., Co.
81-CC-1626	United Air Lines, Inc.
81-CC-1630	United Air Lines, Inc.
81-CC-1631	United Air Lines, Inc.
81-CC-1636	United Air Lines, Inc.
81-CC-1642	United Air Lines, Inc.

81-CC-1646	United Air Lines, Inc.
81-CC-1668	Xerox Corp.
81-CC-1673	Xerox Corp.
81-CC-1675	Xerox Corp.
81-CC-1678	Xerox Corp.
81-CC-1705	Xerox Corp.
81-CC-1712	Xerox Corp.
81-CC-1743	Wojnar, Victor S., M.D.
81-CC-1771	Air Illinois, Inc.
81-CC-1773	Air Illinois, Inc.
81-CC-1781	Community Hospital
81-CC-1782	Ahmad, Khalil, M.D.
81-CC-17%	Van, Edward
81-CC-1826	Hoskins, James L., Jr.
81-CC-1832	St. Joseph Hospital
81-CC-1872	Stephenson, Kenneth
81-CC-1876	Bartholomew, Jane
81-CC-1889	Carpetland U.S.A., Inc.
81-CC-1896	Zaborac Electric, Inc.
81-CC-1917	Presbyterian Church Day Care Center, Inc.
81-CC-1926	Walker, Clarence
81-CC-1949	Winona Clinic, Ltd.
81-CC-1950	Wilson, Earl
81-CC-1987	Jones, Juanita M.
81-CC-2009	Norwood Park Dodge, Inc.
81-CC-2012	Healy, Janet
81-CC-2018	Johnson, Earley
81-CC-2027	Hill, Barbara
81-CC-2034	Carle Foundation Hospital
81-CC-2037	Egizii Electric, Inc.
81-CC-2121	General Electric Co.
81-CC-2122	Res, Freddie W.
81-CC-2134	Jackson, William
81-CC-2196	Dictaphone Corp.
81-CC-2199	Dawson, Brenda Lee
81-CC-2207	Sherman Hospital Association
81-CC-2211	Illinois Masonic Medical Center
81-CC-2213	Illinois Masonic Medical Services
81-CC-2215	Illinois Masonic Medical Center
81-CC-2233	Illinois Masonic Medical Center
81-CC-2243	Griffin, Charles
81-CC-2244	McMahon, William & Rose M.

81-CC-2247	Di Paolo, Dominico
81-CC-2272	Morton, Michael
81-CC-2291	McGee, Randy
81-CC-2296	Eaton Corp.
81-CC-2311	IBM
81-CC-2321	Modern Business Systems, Inc.
81-CC-2322	Modern Business Systems, Inc.
81-CC-2326	Modern Business Systems, Inc.
81-CC-2331	Modem Business Systems, Inc.
81-CC-2337	Reinmann, Gerald E.
81-CC-2347	Nares, Frances
81-CC-2352	Patterson, Alvin
81-CC-2363	Anderson, David
81-CC-2366	General Paving Co., Inc.
81-CC-2368	Christie Clinic
81-CC-2378	O'Neal, Larry
81-CC-2393	Hurt, Taivo
81-CC-2394	Mazzoni, Fred
81-CC-2399	Owens, Edward L.
81-CC-2400	Gamzo Association
81-CC-2411	Bryant, O'Neal
81-CC-2429	Martin, Ronald L.
81-CC-2435	Swedish American Hospital Association, Inc.
81-CC-2455	Pacion, Stanley
81-CC-2461	Swedish American Hospital Association, Inc.
81-CC-2465	Soule, Robert A., Sr.
81-CC-2472	Eastern Airlines
81-CC-2479	St. Joseph's Medical Center
81-CC-2483	St. Joseph's Medical Center
81-CC-2490	Rock-Ford Tractor Sales & Service
81-CC-2491	Glass Specialty Co., Inc.
81-CC-2492	Condell Memorial Hospital
81-CC-2495	Greenlee, Beverly, formerly known as Beverly Poleet
81-CC-2497	Material Service Corp.
81-CC-2500	Crooks, Candice
81-CC-2502	Material Service Corp.
81-CC-2503	Material Service Corp.
81-CC-2505	Huber Pontiac Subaru, Inc.
81-CC-2509	Starks, Keith
81-CC-2512	Webb, Sharon A.
81-CC-2515	Bailey Technical School
81-CC-2520	Garrison, Clarence

81-CC-2563	Material Service Corp.
81-CC-2567	Rivers, Hattie
81-CC-2569	Garretson, R.H., M.D.
81-CC-2575	Northern Illinois Gas Co.
81-CC-2576	Warren, Robert & Betty
81-CC-2587	Material Service Corp.
81-CC-2618	Catholic Social Service
81-CC-2639	Fayette County Hospital
81-CC-2644	Material Service Corp.
81-CC-2655	St. Joseph Hospital
81-CC-2657	Sloan, Betty A.
81-CC-2658	Kruger, Beverly A.
81-CC-2660	Long, William L.
81-CC-2670	Moline Public Hospital
81-CC-2671	Oliver, Janne R.
81-CC-2672	Rodriquez, Matias
81-CC-2674	Material Service Corp.
81-CC-2677	Moore, Byron
81-CC-2687	Lucas, Billy
81-02-2689	State House Inn
81-CC-2691	Hoover, Danny L.
81-CC-2692	Lee, Hyun Mo, Hangjai & Myung Sook
81-CC-2693	Material Service Corp.
81-CC-2697	State House Inn
81-CC-2701	Nitz, Michael, Rebecca & Jonathon
81-CC-2707	Linkon's Auto Supply Co.
81-CC-2709	Material Service Corp.
81-CC-2718	Kinkelaar, Louis E.
81-CC-2742	McGuire, Lawrence W.
81-CC-2750	Brotz, Daniel R.
81-CC-2754	Jones, Daniel
81-CC-2756	Commonwealth Edison Co.
81-CC-2758	McLean, County of
81-CC-2759	Murphy, Franklin
81-CC-2761	St. Bernard Hospital
81-CC-2765	Riley, Sandra K.
81-CC-2768	Thurman, Nancy J.
81-CC-2770	Melesio, Efrain
81-CC-2773	Marquis, Robert W., M.D., S.C.
81-CC-2775	Emergency Department Associates, P.C.
81-CC-2777	Rebco Audio Visual, Inc.
81-CC-2778	Williams, Christopher & Charles

81-CC-2779	Barnes, Alvin E.
81-CC-2782	Medix, Inc.
81-CC-2784	Smith, Kendra
81-CC-2787	Fridh, John, & Sons, Inc.
81-CC-2797	Material Service Corp.
81-CC-2798	Village Radiology, Ltd.
81-CC-2805	Hendress, Ruth L.
81-CC-2807	St. Luke's Methodist Hospital
81-CC-2811	McCracken, Helen
81-CC-2836	Rometti, Rose M.
81-CC-2842	Bismarck Hotel
81-CC-2843	Bismarck Hotel
81-CC-2844	Bismarck Hotel
81-CC-2845	Bismarck Hotel
81-CC-2846	Bismarck Hotel
81-CC-2848	Youngman, Tamara
81-CC-2863	Mitchell, Carolyn C.
81-CC-2864	Illinois Bell Telephone Co.
81-CC-2865	Illinois Bell Telephone Co.
81-CC-2866	Illinois Bell Telephone Co.
81-CC-2868	Illinois Bell Telephone Co.
81-CC-2869	Illinois Bell Telephone Co.
81-CC-2877	Mason, John C., Jr., M.D.
81-CC-2894	Exxon Office Systems/Qwip Division
81-CC-2895	Exxon Office Systems/Qwip Division
81-CC-2896	Exxon Office Systems/Qwip Division
81-CC-2898	Exxon Office Systems/Qwip Division
81-CC-2911	Kleifield, Jerome & Barbara
81-CC-2924	Warrington, Dorothy
81-CC-2933	Xerox Corp.
81-CC-2951	Xerox Corp.
81-CC-2953	Di John, James
82-CC-0002	Gurley, Edward
82-CC-0003	Passavant Area Hospital
82-CC-0004	Passavant Area Hospital
82-CC-0011	Illinois Wesleyan University
82-CC-0027	Modern Business Systems, Inc.
82-CC-0033	Bonner, Y.Z.
82-CC-0057	Foster, Sidney
82-CC-0064	Haley, Jeanne
82-CC-0142	Reid, Lee, Jr.
82-CC-0152	Watts, Thomas F.

82-CC-0153	Hartman, Owen W.
82-CC-0176	Xerox Corp.
82-CC-0178	Xerox Corp.
82-CC-0201	Pendleton, James R.
82-CC-0212	Lincoln Transfer Co., Inc.
82-CC-0217	Bates, James
82-CC-0224	Catholic Charities of Archdiocese of Chicago
82-CC-0225	Catholic Charities of Archdiocese of Chicago
82-CC-0228	Catholic Charities of Archdiocese of Chicago
82-CC-0228	Catholic Charities of Archdiocese of Chicago
82-CC-0231	Bums, Carl
82-CC-0245	A.D.A., Inc.
82-CC-0258	Smith, Ben W.
82-CC-0288	Badri, A., M.D.
82-CC-0289	Milone, Lorainne
82-CC-0292	Lawrentz, Randall M.
82-CC-0306	Illinois, University of, the Board of Trustees of the
82-CC-0310	AAA Ambulance
82-CC-0326	Donnelly Reporting Co., Inc.
82-CC-0332	Kesner, Louis
82-CC-0333	Zuber, Michael & Sherry
82-CC-0340	Rosenberg, Lillian & Rosenberg, Marvin
82-CC-0352	Johnson, Mark H.
82-CC-0369	Rogers, Tommie Lee
82-CC-0371	Shaner, Robert L.
82-CC-0379	Robinson, Charles
82-CC-0392	Trisby, Dion
82-CC-0410	Cork Medical Center
82-CC-0411	Cork Medical Center
82-CC-0423	Good Samaritan Hospital
82-CC-0424	Good Samaritan Hospital
82-CC-0425	Good Samaritan Hospital
82-CC-0427	McGee, Randy
82-CC-0429	Browning Ferris Industries of Illinois, Inc.
82-CC-0440	Anchor Office Supply Co.
82-CC-0449	Furlow, Clovis R.
82-CC-0459	Lacis, Janis H.
82-CC-0460	Rothstein, David A., M.D.
82-CC-0469	Hazel, Timothy
82-CC-0473	Howard Uniform Co.
82-CC-0476	Renkiewica, Patricia A.
82-CC-0491	Goldman, Sidney, M.D.

82-CC-0494	Boise Cascade Corp., Boise National Leasing, Inc.
82-CC-0501	Hoppe, Thomas
82-CC-0513	Mills, Cheryl
82-CC-0517	Lampkin, Mary E.
82-CC-0518	McCollister, Lois
82-CC-0520	Daniels, Marguarita
82-CC-0527	Scott, Ernestine
82-CC-0536	Marsten, Jeff
82-CC-0538	Kramer, Ilene
82-CC-0558	Anderson, David Gary
82-CC-0572	Parker, Margarethe
82-CC-0573	Babiarz, Deborah
82-CC-0582	Amber Ridge School
82-CC-0611	Scott, H.D., M.D.
82-CC-0622	Hill, Carrie
82-CC-0674	Motorola, Inc.
82-CC-0689	IBM
82-CC-0708	Barnes Hospital
82-CC-0709	Barnes Hospital
82-CC-0710	Barnes Hospital
82-CC-0713	National Electric Supply
82-CC-0804	Lemberger, Michael J.
82-CC-0808	Walther, Jay R., M.D.
82-CC-0811	Mills, L.C.
82-CC-0814	Town House Motel
82-CC-0816	Jackson, Theodore
82-CC-0846	Visionquest National, Ltd.
82-CC-0861	Modem Business Systems, Inc.
82-CC-0865	Modem Business Systems, Inc.
82-CC-0866	Modern Business Systems, Inc.
82-CC-0867	Modem Business Systems, Inc.
82-CC-0872	Joliet Industrial Clinic, Ltd.
82-CC-0873	Gordon & Breach Science Publishers, Ltd.
82-CC-0875	Phillips Business Systems, Inc.
82-CC-0895	Superior Coach Sales & Service
82-CC-0906	Eades, Joe
82-CC-0911	Davis, Michael G.
82-CC-0951	El Rio Santa Cruz
82-CC-0975	Home Health Service of Chicago South, Inc.
82-CC-0981	Barnes Hospital
82-CC-0982	Barnes Hospital
82-CC-0983	Barnes Hospital

82-CC-0986	Baker, Edmund Lee
82-CC-0994	Howard Uniform Co.
82-CC-0999	Howard Uniform Co.
82-CC-1002	Howard Uniform Co.
82-CC-1004	Howard Uniform Co.
82-CC-1006	Howard Uniform Co.
82-CC-1010	Schmelzel, Lyle & Irene R.
82-CC-1020	Capitol Group
82-CC-1026	Madigan, J.D., Jr. & Carol
82-CC-1033	Barnes Hospital
82-CC-1034	Barnes Hospital
82-CC-1035	Barnes Hospital
82-CC-1036	Barnes Hospital
82-CC-1045	Modern Business Systems, Inc.
82-CC-1049	Hankins, Joseph A.
82-CC-1062	Aid Ambulance Service, Inc.
82-CC-1069	Setnicar, Albert F.
82-CC-1072	Howard Uniform Co.
82-CC-1073	Howard Uniform Co.
82-CC-1074	Howard Uniform Co.
82-CC-1087	O'Shea, Patricia A.
82-CC-1091	Strother, Cynthia
82-CC-1147	Kendall Family & Youth Services
82-CC-1162	Lee, Patricia C.
82-CC-1169	United Graphics, Inc.
82-CC-1170	Children's Haven, Inc.
82-CC-1171	Children's Haven, Inc.
82-CC-1172	Children's Haven, Inc.
82-CC-1176	Xerox Corp.
82-CC-1177	Xerox Corp.
82-CC-1207	Martin, Butha
82-CC-1218	Wood River Township Hospital
82-CC-1219	Wood River Township Hospital
82-CC-1221	Daley, Mildred L.
82-CC-1240	Henderson, Norman
82-CC-1256	Johnson, Christine E.
82-CC-1268	Woods, Ralph C.
82-CC-1269	Wyeth, Albena
82-CC-1278	Kase, James P., M.D.
82-CC-1280	Savin Corp.
82-CC-1281	Savin Corp.
82-CC-1282	Savin Corp.

82-CC-1283	Savin Corp.
82-CC-1285	Savin Corp.
82-CC-1288	Savin Corp.
82-CC-1289	Savin Corp.
82-CC-1290	Savin Corp.
82-CC-1291	Savin Corp.
82-CC-1292	Savin Corp.
82-CC-1293	Savin Corp.
82-CC-1294	Savin Corp.
82-CC-1295	Savin Corp.
82-CC-1297	Savin Corp.
82-CC-1298	Savin Corp.
82-CC-1299	Savin Corp.
82-CC-1301	Savin Corp.
82-CC-1303	Savin Corp.
82-CC-1304	Savin Corp.
82-CC-1305	Savin Corp.
82-CC-1308	Savin Corp.
82-CC-1310	Savin Corp.
82-CC-1311	Savin Corp.
82-CC-1313	Savin Corp.
82-CC-1314	Savin Corp.
82-CC-1315	Savin Corp.
82-CC-1317	Savin Corp.
82-CC-1318	Savin Corp.
82-CC-1319	Savin Corp.
82-CC-1321	Savin Corp.
82-CC-1323	Savin Corp.
82-CC-1324	Savin Corp.
82-CC-1325	Savin Corp.
82-CC-1330	Savin Corp.
82-CC-1332	Savin Corp.
82-CC-1334	Savin Corp.
82-CC-1335	Savin Corp.
82-CC-1339	Savin Corp.
82-CC-1343	Savin Corp.
82-CC-1345	Savin Corp.
82-CC-1347	Savin Corp.
82-CC-1349	Savin Corp.
82-CC-1350	Savin Corp.
82-CC-1352	Savin Corp.
82-CC-1354	Savin Corp.

82-CC-1355	Savin Corp.
82-CC-1357	Savin Corp.
82-CC-1358	Savin Corp.
82-CC-1359	Savin Corp.
82-CC-1360	Savin Corp.
82-CC-1361	Savin Corp.
82-CC-1372	Belcher, Michael
82-CC-1393	Beloit Clinic, S.C.
82-CC-1397	Meier, Joena E.
82-CC-1401	Nagy, Mark M.
82-CC-1402	Nagy, Connie S.
82-CC-1411	State Farm as Subrogee of Michael Friedberg
82-CC-1417	Chance, Paula A.
82-CC-1424	Chicago, University of, Professional Services
82-CC-1427	Chicago, University of, Professional Services
82-CC-1438	Clark Products, Inc.
82-CC-1473	Hastings, Margaret M.
82-CC-1478	Dictaphone Corp.
82-CC-1481	La Fontaine, Gisela
82-CC-1484	Martin, Blanche R.
82-CC-1485	Strother, Cynthia
82-CC-1486	Griffith, Ronald F.
82-CC-1493	Peaslee Hardware Co.
82-CC-1512	Raygoza, Adalberto
82-CC-1544	Wahl, Allois W.
82-CC-1545	Wahl, Howard P.
82-CC-1579	Cox, Jackie C.
82-CC-1587	Savin Corp.
82-CC-1606	Skyline Disposal Co., Inc.
82-CC-1616	West, Richard
82-CC-1639	Air Illinois, Inc.
82-CC-1640	Air Illinois, Inc.
82-CC-1645	Air Illinois, Inc.
82-CC-1646	Air Illinois, Inc.
82-CC-1647	Air Illinois, Inc.
82-CC-1650	Christian County Medical Clinic
82-CC-1658	Air Illinois, Inc.
82-CC-1659	Air Illinois, Inc.
82-CC-1670	Farrales, Rodrigo L., M.D.
82-CC-1674	Harris, Llewellyn
82-CC-1680	Moore, Dewayne
82-CC-1685	Baur's Restaurant

82-CC-1691	Standley, C. Joseph
82-CC-1754	Northern Illinois University
82-CC-1768	Dalton, Clinton
82-CC-1772	Cisne, Janet P.
82-CC-1773	Lair, Janice M.
82-CC-1779	Anchor Office Supply Co.
82-CC-1780	Anchor Office Supply Co.
82-CC-1781	Anchor Office Supply Co.
82-CC-1782	Anchor Office Supply Co.
82-CC-1786	Anchor Office Supply Co.
82-CC-1789	Anchor Office Supply Co.
82-CC-1791	Anchor Office Supply Co.
82-CC-1793	Mojica, Luis A.
82-CC-1831	Austin-Lake Currency Exchange, Inc.
82-CC-1836	Pyers, Janet A.
82-CC-1866	McMillan, Laurence
82-CC-1870	Davis, Carla K.
82-CC-1884	Wanland, Richard E.
82-CC-1922	Harbison, Charles G.
82-CC-1924	Modern Business Systems, Inc.
82-CC-1949	Matthews, Mary
82-CC-1987	Baldwin, Leslie
82-CC-1990	Gersack, John R., M.D.
82-CC-2013	Tapper, Ammyone
82-CC-2021	Johnston, Kenneth C.
82-CC-2023	Clodfelter, Mark C.
82-CC-2030	Community College, Dist. 508, Board o Trustees
82-CC-2047	Turke, Audrey M.
82-CC-2051	Webcraft Packaging
82-CC-2058	Berger, Mark
82-CC-2067	Heinemann, Marybeth
82-CC-2069	Moore, Kenneth D.
82-CC-2073	Olson, Lee Ann
82-CC-2080	Krepel, George H., Jr.
82-CC-2083	Motorola, Inc.
82-CC-2086	Spears, Gale S.
82-CC-2115	St. Clair Medical Laboratory
82-CC-2123	Tolbert, Jesse
82-CC-2176	Bismarck Hotel
82-CC-2183	IBM
82-CC-2220	Stringfellow, Early
82-CC-2248	Bindery Corp. of America

82-CC-2292	Ravenswood Hospital Medical Center
82-CC-2309	Castle, Robert F. .
82-CC-2316	Piercy, Kenneth L.
82-CC-2356	Ackley, Richard Michael
82-CC-2372	Don, Edward, & Co.
82-CC-2381	Elgin Paper Co.
82-CC-2382	Elgin Paper Co.
82-CC-2555	Mason, Anderson, Sr.

CASES IN WHICH ORDERS AND OPINIONS OF DENIAL WERE ENTERED WITHOUT OPINIONS
FY 1982

78-CC-0291	Christianson, Lucille M.
78-CC-0495	McAllister, Judy
78-CC-0650	Farmers & Miners Bank of Ladd
78-CC-1018	Taggart, Kenneth S.
78-CC-1128	Schaffer, Brian A.
78-CC-1203	Hunter, Willie J.
78-CC-1346	Rock Island Franciscan Hospital
78-CC-1459	Mason, Melvin E.
78-CC-1909	Merneigh, Joe
79-CC-0063	Bacon, Donald
79-CC-0837	Shelton, Bob
79-CC-0933	Passavant Memorial Area Hospital
80-CC-0037	Jones, Casey, Dodge
80-CC-0114	Stepanich, Thomas P. & Deborah A.
80-CC-0115	Seiwerts, Leo A.
80-CC-0131	Stonington, Village of
80-CC-0143	O'Neal, Henry W., Jr.
80-CC-0245	Wells, Arnold S., III
80-CC-0246	Hoff, Paula
80-CC-0250	Duffey, Georgia
80-CC-0459	Blackford, Lindell D.
80-CC-0511	Grosse, Michael J.
80-CC-0519	Losch, Janet A.
80-CC-0618	Mevert, Steven K.
80-CC-0690	Lanier Business Products, Inc.
80-CC-0743	Knox, Charles E.
80-CC-0792	Miller, Steven K.
80-CC-0926	Memorial Medical Center of Springfield
80-CC-1084	St. Mary's Hospital
80-CC-1442	Hillman, Jeanne M.
80-CC-1479	Martinez, Patricia
80-CC-1611	Smith, Edmond L.
80-CC-1966	Xerox Corp.
81-CC-0232	Matteson, A. Reese, M.D.
81-CC-0555	Duncan, Jean E.
81-CC-0601	Lakeview Medical Center
81-CC-0761	Hornberger, Edward J.

81-CC-0813	Rock Island Franciscan Hospital
81-CC-0865	Kammes, David L.
81-CC-0878	Pergamon Press, Inc.
81-CC-0999	Woods, Joanne
81-CC-1041	Standard Oil Division
81-CC-1045	Richardson, Donald T.
81-CC-1046	Youngman, Pat
81-CC-1047	Miller, Tim
81-CC-1048	Azim, Ameen Ashshakoor
81-CC-1090	Keller, Kenneth
81-CC-1189	Simon, John B.
81-CC-1293	Rogers, Betty L.
81-CC-1455	Brenningmeyer, Janet
81-CC-1745	Perry, Tyrone
81-CC-1845	Scott, Raymond
81-CC-1901	Riverside Medical Center
81-CC-1902	Riverside Medical Center
81-CC-1903	Riverside Medical Center
81-CC-1904	Riverside Medical Center
81-CC-1905	Riverside Medical Center
81-CC-1906	Riverside Medical Center
81-CC-1932	Riverside Medical Center
81-CC-1933	Riverside Medical Center
81-CC-1934	Riverside Medical Center
81-CC-1935	Riverside Medical Center
81-CC-1937	Riverside Medical Center
81-CC-1938	Riverside Medical Center
81-CC-1943	Riverside Medical Center
81-CC-1944	Riverside Medical Center
81-CC-1945	Riverside Medical Center
81-CC-2123	Weiss, Louis A., Memorial Hospital
81-CC-2129	Rench, Joseph & Sarah
81-CC-2372	Sullivan, Betty J.
81-CC-2392	Shorter, Willie
81-CC-2427	Rosenthall, Mary
81-CC-2516	Lockhart, Robert A.
81-CC-2690	Book, Zelma Z.
81-CC-2783	Davis, Paul W.
81-CC-2785	Davis, Paul W.
81-CC-2931	Thomas, Richard
82-CC-0028	Lewis, David
82-CC-0081	Festerling, Joyce

82-CC-0083	Harris, Mona R.
82-CC-0084	Grant, Mary V.
82-CC-0085	Engelke, Charles
82-CC-0086	Kunz, Robert
82-CC-0088	Kilpatrick, Roberta
82-CC-0223	Lenski, Kathleen M.
82-CC-0229	Sapetti, Dorothy
82-CC-0363	Cox, Raymond G.
82-CC-0364	Scarpelli, Joseph C.
82-CC-0365	Record, Jack L.
82-CC-0366	Coombes, Raymond L.
82-CC-0380	Passavant Area Hospital
82-CC-0444	Watts, Glenn E.
82-CC-0479	Sanders, Thomas A.
82-CC-0488	Schatte, Alma
82-CC-0499	Pickens, Diane
82-CC-0546	Bond, Ann
82-CC-0548	Bird, Harold F. & Dorothy S.
82-CC-0560	Madding, Randall S.
82-CC-0839	Cobbs, James
82-CC-0862	Modern Business Systems, Inc.
82-CC-0942	Midstate Anesthesiologists
82-CC-0985	Knox, Andrew L.
82-CC-1199	Hoe Supply Co.
82-CC-1287	Savin Corp.
82-CC-1333	Savin Corp.
82-CC-1337	Savin Corp.
82-CC-1338	Savin Corp.
82-CC-1340	Savin Corp.
82-CC-1341	Savin Corp.
82-CC-1342	Savin Corp.
82-CC-1344	Savin Corp.
82-CC-1637	Air Illinois, Inc.
82-CC-1660	Air Illinois, Inc.
82-CC-1669	Barringer, Vincent M.
82-CC-1915	Mayfield Produce Co.
82-CC-1982	Moretz, Timothy

CONTRACTS—LAPSED APPROPRIATIONS
FY 1982

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

6445	Melbourne Corp.	$341,832.50
6446	Melbourne Corp.	.00
74-CC-0730	Vulcan Materials Co.	2,196.24
75-CC-0562	Bismarck Hotel	37.00
75-CC-1471	Xerox Corp.	556.00
76-CC-0753	Standard Oil Division, Amoco Oil Co.	146.20
77-CC-0049	Halender, Halina, D.D.S.	10.00
77-CC-0467	Midland Hotel	38.92
77-CC-0502	Pilgrim Child Development Day Care Institute	7,073.00
77-CC-2438	Purolator Courier Corp.	3,130.83
78-CC-1086	Broms, W.P., Inc.	1,000.00
78-CC-1281	Midwest Law Printing Co.	2,315.75
78-CC-1321	Klaus Radio, Inc.	325.40
78-CC-1579	Shadid, George P., Sheriff	202.49
78-CC-1924	Teachers College Press	9.45
79-CC-0195	Anchor Office Supply Co.	562.58
79-CC-0196	Anchor Office Supply Co.	344.00
79-CC-0197	Anchor Office Supply Co.	194.20
79-CC-0199	Anchor Office Supply Co.	321.12
79-CC-0437	Shepard's, Inc.	1,346.50
79-CC-0591	Motorola, Inc.	762.58
80-CC-0182	Dakota County Human Services Department	1,596.00
80-CC-0193	Fitch/Larocca Associates, Inc.	1,500.00
80-CC-0194	Fitch/Larocca Associates, Inc.	12,345.41
80-CC-0228	Salvation Army, Tom Seay Service Center	4,100.48
80-CC-0634	Loyola Medical Practice Plan	1,860.00
80-CC-0768	Carpentersville Council for Child Development	5,921.50
80-CC-0828	Xerox Corp.	955.67
80-CC-0834	Xerox Corp.	842.00
80-CC-0936	Covenant Children's Home & Family Services	230.22
80-CC-1013	National Electric Supply	1,431.36
80-CC-1155	Ramada Inn, Lincolnland Convention Center, Inc.	61.56

80-CC-1203	Southern Medical Center	934.85
80-CC-1378	Graham Paper Co.	960.00
80-CC-1556	Kankakeeland Community Action Program, Inc.	2,162.18
80-CC-1620	Aldrich, L.W. & Co., Inc.	565.95
80-CC-1695	Xerox Corp.	130.01
80-CC-1704	Xerox Corp.	272.72
80-CC-1710	Xerox Corp.	36.79
80-CC-1722	Lutheran Social Services of Illinois	537.41
80-CC-1725	Lutheran Social Services of Illinois	2,059.20
80-CC-1776	Springfield, City of	626.07
80-CC-1805	Bismarck Hotel	287.54
80-CC-1926	Oak Forest Hospital	40,600.00
80-CC-1962	Xerox Corp.	554.91
80-CC-1973	Xerox Corp,	389.70
80-CC-2024	Springfield Public Schools	570.50
80-CC-2074	Crittenton, Florence, Peoria Home	3,749.29
80-CC-2195	Crisis Homes	149.05
80-CC-2276	Chicago Tribune	308.00
81-CC-0021	Midwest Towing	910.25
81-CC-0023	Taradash, Michael	2,700.00
81-CC-0082	Chicago Osteopathic Hospital	.00
81-CC-0083	Chicago Osteopathic Hospital	.00
81-CC-0084	Chicago Osteopathic Hospital	.00
81-CC-0085	Chicago Osteopathic Hospital	.00
81-CC-0086	Chicago Osteopathic Hospital	.00
81-CC-0087	Chicago Osteopathic Hospital	.00
81-CC-0089	Chicago Osteopathic Hospital	.00
81-CC-0090	Chicago Osteopathic Hospital	.00
81-CC-0091	Chicago Osteopathic Hospital	.00
81-CC-0092	Chicago Osteopathic Hospital	.00
81-CC-0093	Chicago Osteopathic Hospital	.00
81-CC-0094	Chicago Osteopathic Hospital	.00
81-CC-0095	Chicago Osteopathic Hospital	.00
81-CC-0096	Chicago Osteopathic Hospital	.00
81-CC-0097	Chicago Osteopathic Hospital	.00
81-CC-0098	Chicago Osteopathic Hospital	.00
81-CC-0100	Chicago Osteopathic Hospital	.00
81-CC-0101	Chicago Osteopathic Hospital	.00
81-CC-0102	Chicago Osteopathic Hospital	.00
81-CC-0103	Chicago Osteopathic Hospital	.00
81-CC-0104	Chicago Osteopathic Hospital	.00

81-CC-0105	Chicago Osteopathic Hospital	.00
81-CC-0171	Evanston Hospital	547.50
81-CC-0307	Elgin Paper Co.	9.20
81-CC-0308	Elgin Paper Co.	10.90
81-CC-0309	Elgin Paper Co.	21.80
81-CC-0340	Konewko, Michael R.	2,000.00
81-CC-0355	Fitzsimmons Surgical Supply	518.00
81-CC-0444	Aqua Trans Co.	270.00
81-CC-0534	Bailey Technical School	838.54
81-CC-0566	Chicago Lakeshore Hospital	2,982.00
81-CC-0617	St. Leonard's House	3,440.00
81-CC-0622	St. Leonard's House	909.84
81-CC-0647	St. Mary's Hospital	175.43
81-CC-0668	Loretto Hospital	2,306.25
81-CC-0669	Loretto Hospital	21,583.05
81-CC-0673	Rochelle Community Hospital	15.19
81-CC-0696	Specialized Medical Imaging, Ltd.	65.00
81-CC-0715	Smith, Robert S., Jr.	22,250.00
81-CC-0751	Weatherall, Jeanette	228.00
81-CC-0760	Chambers, Barbara	333.60
81-CC-0766	Associated Collegiate Press	37.00
81-CC-0772	Loyal, Sarah L.	531.58
81-CC-0776	Dunn Rite	512.50
81-CC-0795	St. Monica Hall	2,095.18
81-CC-0805	Wood River Township Hospital	640.20
81-CC-0806	Wood River Township Hospital	480.15
81-CC-0817	Thompson, Lloyd E., Ltd.	84.00
81-CC-0839	Jewish Federation of Metropolitan Chicago	672.49
81-CC-0852	Dimes, Inc.	350.00
81-CC-0914	Ravenswood Hospital Medical Center	10,637.00
81-CC-0918	Rochelle Community Hospital	12.00
81-CC-0923	Nelson, Mariemma	213.01
81-CC-0933	McClellan, Terry K.	938.75
81-CC-0971	Ward Memorial Hospital	12.00
81-CC-0993	North Town Refrigeration Corp.	2,116.00
81-CC-0994	Bloodstock Research Information Services	355.00
81-CC-1023	Woodland Home	1,541.80
81-CC-1032	Harris Data Communications, Inc.	405.67
81-CC-1037	Lein LP Gas Co.	2,048.60
81-CC-1049	Family Link, Inc., The	2,128.81
81-CC-1050	Karoll's, Inc.	9,376.13
81-CC-1062	Catholic Social Service	1,000.00

81-CC-1072	Memorial Hospital	925.35
81-CC-1105	Co-op Medical Systems, Inc.	587.04
81-CC-1108	Co-op Medical Systems, Inc.	556.45
81-CC-1109	Co-op Medical Systems, Inc.	803.80
81-CC-1110	Co-op Medical Systems, Inc.	370.67
81-CC-1125	Jones, Kathy A.E.	116.00
81-CC-1127	Chicago Osteopathic Hospital	.00
81-CC-1133	Central Baptist Children's Home	17,878.47
81-CC-1135	Chicago Investment Corp.	18,804.22
81-CC-1152	Catholic Social Service	1,125.24
81-CC-1156	Kolker, Charles, Jr.	780.00
81-CC-1157	Kiddie Haven & Little Boy Blue Nursery	3,412.47
81-CC-1170	Wolny, Dennis J.	212.00
81-CC-1221	Stouffer's Cincinnati Towers	171.59
81-CC-1222	Bell & Gustus, Inc.	3,842.00
81-CC-1284	St. Elizabeth Medical Center	291.48
81-CC-1292	St. Elizabeth Medical Center	437.22
81-CC-1298	General Electric Supply Co.	44.25
81-CC-1299	General Electric Supply Co.	209.95
81-CC-1311	Central Office Equipment Co.	196.00
81-CC-1312	Central Office Equipment Co.	377.72
81-CC-1318	La Petite Academy	448.20
81-CC-1324	Harris Data Communications, Inc.	554.55
81-CC-1368	Savin Corp.	6,080.62
81-CC-1375	Nussbaum Trucking, Inc.	23.35
81-CC-1413	Western Union International, Inc.	270.97
81-CC-1415	South Side Crippled Childrens Aid	120.00
81-CC-1416	Hamann The Printer	19,244.20
81-CC-1418	Muthukumaran, K., Dr., M.D.	8.00
81-CC-1419	Muthukumaran, K., Dr., M.D.	8.00
81-CC-1420	Muthukumaran, K., Dr., M.D.	53.00
81-CC-1421	Dreyer Medical Clinic	90.00
81-CC-1438	Grawey Petroleum Products, Inc.	5,837.70
81-CC-1449	MacNeal Memorial Hospital	77.43
81-CC-1451	Camelot International, Inc.	5,843.25
81-CC-1461	Hannin Roofing & Sheet Metal Co., Inc.	8,365.10
81-CC-1476	188 Randolph Building Corp.	3,944.25
81-CC-1493	Galesburg Cottage Hospital	2,060.81
81-CC-1501	State Employees' Retirement System of Illinois	3,569.47
81-CC-1515	Community Mennonite Day Care Center	1,236.89
81-CC-1519	Liese, Vivian E.	350.00

81-CC-1521	Winona Clinic, Ltd.	31.00
81-CC-1523	Zelko Dental Laboratory	604.30
81-CC-1532	Sheraton Inn—Galesburg	50.00
81-CC-1538	Scanlon, Edward C., O.D.	395.61
81-CC-1539	Eggert, Roger A., M.D.	1,303.00
81-CC-1561	Pundy, Andrew B., M.D.	475.00
81-CC-1562	Spivy, Dixon F., M.D.	50.00
81-CC-1563	Church of the Cross	624.80
81-CC-1565	Spencer, Malcolm C., M.D., S.C.	30.00
81-CC-1566	Quality Lawn Mower Dist., Inc.	24.80
81-CC-1571	Multi-Media Educational Centers	154.00
81-CC-1579	Air Illinois, Inc.	456.00
81-CC-1590	Air Illinois, Inc.	55.00
81-CC-1592	Air Illinois, Inc.	591.00
81-CC-1598	Air Illinois, Inc.	1,434.00
81-CC-1619	Burns, M. & Sons, Inc.	794.00
81-CC-1622	Motorola, Inc.	1,244.31
81-CC-1623	Motorola, Inc.	4,518.00
81-CC-1625	United Air Lines, Inc.	74.00
81-CC-1627	United Air Lines, Inc.	74.00
81-CC-1628	United Air Lines, Inc.	186.00
81-CC-1629	United Air Lines, Inc.	487.00
81-CC-1632	United Air Lines, Inc.	186.00
81-CC-1633	United Air Lines, Inc.	34.00
81-CC-1634	United Air Lines, Inc.	186.00
81-CC-1640	United Air Lines, Inc.	99.00
81-CC-1643	United Air Lines, Inc.	364.00
81-CC-1644	United Air Lines, Inc.	950.00
81-CC-1645	United Air Lines, Inc.	681.00
81-CC-1648	Rocvale Children's Home	165.41
81-CC-1649	Pronto Travel Agency	72.00
81-CC-1650	Pronto Travel Agency	342.00
81-CC-1651	Walker, Joyce	195.36
81-CC-1652	Johnson Rents, Inc.	250.00
81-CC-1655	Penney, J.C., Company, Inc.	151.23
81-CC-1656	Penney, J.C., Company, Inc.	70.54
81-CC-1657	Penney, J.C., Company, Inc.	96.02
81-CC-1662	Kennedy, Lt. Joseph P., Jr., School	232.25
81-CC-1663	Kennedy, Lt. Joseph P., Jr., School	1,809.12
81-CC-1670	Xerox Corp.	265.00
81-CC-1682	Xerox Corp.	1,480.00
81-CC-1683	Xerox Corp.	735.02

81-CC-1684	Xerox Corp.	180.14
81-CC-1703	Xerox Corp.	120.00
81-CC-1710	Xerox Corp.	249.38
81-CC-1713	Xerox Corp.	1,847.41
81-CC-1716	Xerox Corp.	238.88
81-CC-1717	Xerox Corp.	1,997.00
81-CC-1718	Xerox Corp.	1,113.37
81-CC-1719	Xerox Corp.	236.46
81-CC-1720	Xerox Corp.	58.00
81-CC-1721	Xerox Corp.	316.00
81-CC-1722	Xerox Corp.	226.10
81-CC-1725	Xerox Corp.	115.00
81-CC-1737	Glapion, Mary Lillian & Minnie	456.12
81-CC-1750	Brodhead Garrett Co.	1,204.00
81-CC-1762	General Electric Supply Co.	2,308.80
81-CC-1763	Hagedorn & Gannon Co., Inc.	4,571.00
81-CC-1772	Air Illinois, Inc.	9.54
81-CC-1774	Sun Oil Co.	21.30
81-CC-1784	Pronto Travel Service	428.67
81-CC-1787	Chenoweth, Bruce C.	153.32
81-CC-1793	Best Super Market	565.72
81-CC-1795	Riverside Medical Center	45.10
81-CC-1797	General Electric Supply Co.	2,308.80
81-CC-1804	General Electric Co.	6,661.00
81-CC-1806	General Electric Co.	801.00
81-CC-1808	General Electric Co.	801.00
81-CC-1809	General Electric Co.	15,267.55
81-CC-1810	General Electric Co.	6,453.00
81-CC-1813	General Electric Co.	621.00
81-CC-1814	General Electric Co.	5,076.00
81-CC-1815	General Electric Co.	5,500.00
81-CC-1816	General Electric Co.	6,856.00
81-CC-1817	General Electric Co.	3,828.00
81-CC-1818	General Electric Co.	2,940.00
81-CC-1819	General Electric Co.	4,836.00
81-CC-1822	General Electric Co.	1,993.00
81-CC-1825	Erlin-Hime Associates, Inc.	201.15
81-CC-1827	Jacobs, R.L., M.D.	15.00
81-CC-1831	Bold, Kathy S.	283.29
81-CC-1836	Runzel, Mel & Mary Ellen S.	27.00
81-CC-1844	Betka Management	490.62
81-CC-1853	Mercy Hospital	704.88

81-CC-1854	Mercy Hospital	1,409.76
81-CC-1855	Jardine's, Inc.	165.65
81-CC-1856	Kasperski, G.	1,798.00
81-CC-1862	Tilden High School	45.00
81-CC-1863	Don, Edward & Co.	392.91
81-CC-1873	Busby, David F., M.D.	820.00
81-CC-1875	Jackson Park Hospital Foundation	2,672.17
81-CC-1881	Mental Health Services Southern Madison County, Inc.	180.00
81-CC-1891	Meis of Indiana	270.90
81-CC-1895	Bell & Howell Co.	494,550.00
81-CC-1899	Wachovia Services, Inc.	14,329.46
81-CC-1900	Harris Data Communications, Inc.	555.01
81-CC-1907	Morimoto, Paul, M.D., S.C.	70.00
81-CC-1910	Platt, William K., M.D., S.C.	20.00
81-CC-1919	Presbyterian Church Day Care Center, Inc.	654.68
81-CC-1921	Ambassador Office Equipment, Inc.	148.57
81-CC-1936	Riverside Medical Center	1,356.90
81-CC-1942	Gietl Office Equipment	104.50
81-CC-1947	Midwest Medical Services	2,717.50
81-CC-1957	Lydia Children's Home	693.00
81-CC-1967	Ozark Air Lines, Inc.	126.00
81-CC-1968	Energy Absorption Systems, Inc.	1,481.15
81-CC-1970	Thompson, Mary, Hospital	15.25
81-CC-1972	Child Welfare League of America, Inc.	2,458.75
81-CC-1973	Governors State University	6,088.50
81-CC-1975	Lydia Home Association	187.84
81-CC-1976	Peterson, John M., M.D.	15.00
81-CC-1978	Wallk, Silas, M.D.	14.00
81-CC-1986	Lord, P.K., Wholesale Meats	618.61
81-CC-1994	State Colleges & Universities, Board of Governors of	14,274.00
81-CC-2001	Northwest Community Hospital	7,034.49
81-CC-2011	Bismarck Hotel	139.46
81-CC-2015	United States Army Finance & Accounting Center	242.00
81-CC-2016	Garretson, R.H., M.D.	125.00
81-CC-2017	Sylvania Lighting Services Corp.	131.05
81-CC-2022	Malcom Sign System	566.36
81-CC-2026	Durand Health Center	35.00
81-CC-2042	Texaco, Inc.	100.85
81-CC-2043	Texaco, Inc.	13.60

81-CC-2044	Texaco, Inc.	11.56
81-CC-2045	Texaco, Inc.	21.27
81-CC-2054	Texaco, Inc.	214.51
81-CC-2059	St. Elizabeth Hospital	2,821.02
81-CC-2061	Perozzi, William T.	192.74
81-CC-2062	Lincoln, Sarah Bush, Health Center	90.50
81-CC-2067	Suburban Cook County Area Agency on Aging	3,215.01
81-CC-2069	Barash, Barry M.	285.00
81-CC-2073	Yoon, Dong Shik, M.D.	12.00
81-CC-2080	Norwich-Eaton Pharmaceuticals	63.72
81-CC-2082	Kukla, Michael F.	840.00
81-CC-2085	Kiddie Kollege	581.00
81-CC-2086	ABC Academy	171.00
81-CC-2092	Newman Drug Stores	16.25
81-CC-2095	Excepticon of Illinois, Inc.	110.86
81-CC-2096	Excepticon of Illinois, Inc.	10,999.78
81-CC-2101	Canzona, Joseph E., D.D.S.	109.00
81-CC-2106	Busy 'B' Janitorial Service, Inc.	1,791.00
81-CC-2107	Pontiac, City of	32,520.35
81-CC-2115	General Electric Co.	801.00
81-CC-2116	General Electric Co.	2,151.00
81-CC-2118	General Electric Co.	6,966.00
81-CC-2119	General Electric Co.	3,204.00
81-CC-2120	General Electric Co.	6,986.00
81-CC-2126	Wood River Township Hospital	1,138.27
81-CC-2127	Wood River Township Hospital	661.88
81-CC-2132	Durbin, Beverly	116.00
81-CC-2137	Gates, Mary	504.00
81-CC-2138	Silkwood, Larry R.	425.00
81-CC-2139	Silkwood, Larry R.	487.50
81-CC-2142	Great Atlantic & Pacific Tea Co., Inc.	1,991.03
81-CC-2144	Illinois, University of, The Board of Trustees of the	576.70
81-CC-2148	Atlantic Richfield Co.	155.43
81-CC-2150	Atlantic Richfield Co.	142.75
81-CC-2170	Cosmopolitan Textile Rental Service	275.88
81-CC-2171	Cosmopolitan Textile Rental Service	482.40
81-CC-2172	Cosmopolitan Textile Rental Service	61.76
81-CC-2173	Cosmopolitan Textile Rental Service	165.70
81-CC-2176	Family Care Services of Metropolitan Chicago	1,526.00

81-CC-2186	Phebus, Tummelson, Bryan & Knox	40.00
81-CC-2187	Phebus, Tummelson, Bryan & Knox	325.00
81-CC-2201	Catholic Charities, Diocese of Joliet	52.96
81-CC-2205	Sherman Hospital Association	38.20
81-CC-2206	Sherman Hospital Association	37.50
81-CC-2209	Sherman Hospital Association	47.89
81-CC-2210	Sherman Hospital Association	104.00
81-CC-2212	Illinois Masonic Medical Center	73.20
81-CC-2214	Illinois Masonic Medical Center	26.89
81-CC-2216	Illinois Masonic Medical Center	64.52
81-CC-2217	Illinois Masonic Medical Center	129.04
81-CC-2218	Illinois Masonic Medical Center	129.04
81-CC-2219	Illinois Masonic Medical Center	148.02
81-CC-2220	Illinois Masonic Medical Center	77.00
81-CC-2221	Illinois Masonic Medical Center	32.26
81-CC-2222	Illinois Masonic Medical Center	64.52
81-CC-2223	Illinois Masonic Medical Center	64.52
81-CC-2224	Illinois Masonic Medical Center	59.10
81-CC-2225	Illinois Masonic Medical Center	77.06
81-CC-2226	Illinois Masonic Medical Center	30.00
81-CC-2227	Illinois Masonic Medical Center	12.00
81-CC-2228	Illinois Masonic Medical Center	80.67
81-CC-2229	Illinois Masonic Medical Center	53.78
81-CC-2230	Illinois Masonic Medical Center	32.26
81-CC-2231	Illinois Masonic Medical Center	12.00
81-CC-2232	Illinois Masonic Medical Center	84.52
81-CC-2234	Illinois Masonic Medical Center	28.00
81-CC-2235	Illinois Masonic Medical Center	24.00
81-CC-2236	Gulf Oil Co. — U.S.	122.96
81-CC-2238	Eastin-Phelan Corp.	39.96
81-CC-2239	American Supply Co.	2,156.00
81-CC-2240	MacNeal Memorial Hospital	723.60
81-CC-2245	Welsch Red-E-Mix, Inc.	721.53
81-CC-2246	Inner City Temporaries, Inc.	13,018.60
81-CC-2259	Bassett, Ada	285.48
81-CC-2260	Atlantic Richfield Co.	2,179.31
81-CC-2261	Highland Hospital	104.00
81-CC-2267	Meyer, Jeffrey R.	274.00
81-CC-2274	Zayre Corp.	297.26
81-CC-2277	Karoll's, Inc.	1,795.50
81-CC-2278	Answering Systems, Inc.	253.13
81-CC-2282	McDonough County Rehabilitation Center	1,117.00

81-CC-2284	Husmann, Frank R.	114.79
81-CC-2288	Smyth, Daniel T., Jr.	617.50
81-CC-2289	Smyth, Daniel T., Jr.	390.00
81-CC-2290	Ridgeway Hospital	4,732.00
81-CC-2298	Mobil Oil Credit Corp.	470.94
81-CC-2300	Mobil Oil Credit Corp.	117.67
81-CC-2307	Lawrence Hall School for Boys	1,287.80
81-CC-2313	IBM	116.95
81-CC-2316	General Electric Co.	2,076.00
81-CC-2319	Rush University, Rush-Presbyterian	4,014.00
81-CC-2320	Wholesale Educational Suppliers Co.	167.43
81-CC-2330	Modern Business Systems, Inc.	3,895.00
81-CC-2333	Modern Business Systems, Inc.	190.00
81-CC-2335	Modern Business Systems, Inc.	164.25
81-CC-2343	Holiday Inn, Chicago, Lake Shore Drive	305.70
81-CC-2350	Mercy Hospital	2,740.75
81-CC-2353	Lunde Truck Sales, Inc.	895.67
81-CC-2354	National Auto Supply Co., Industrial Division	4,272.00
81-CC-2360	Matthews Slumc Bookstore	28.97
81-CC-2362	Lockport Well & Pump, Inc.	65.00
81-CC-2364	Miller, Jann L. Bieschke	775.00
81-CC-2365	Bethea, Katherine Shaw, Hospital	48.98
81-CC-2367	Hung, John Paul, M.D., S.C.	2,506.29
81-CC-2369	Newman, Richard L., M.D.	55.00
81-CC-2373	Silver Cross Hospital	33.30
81-CC-2374	Silver Cross Hospital	144.00
81-CC-2375	Laga, Dawn	295.00
81-CC-2377	Ingalls Memorial Hospital	1,199.64
81-CC-2380	GMC Truck & Coach Division	7,080.00
81-CC-2382	Silver Cross Hospital	174.12
81-CC-2386	Pine River Camp	213.63
81-CC-2387	National Travel	236.00
81-CC-2389	Crowell & Reed, Ltd.	46.00
81-CC-2391	Carrier Credit & Collections	75.00
81-CC-2398	Clinic in Altgeld, Inc.	426.00
81-CC-2401	Meade Electronics, Inc.	1,599.87
81-CC-2406	Heiney, Joyce	125.00
81-CC-2404	Uhl, George M., Jr.	1,709.62
81-CC-2408	Carbondale Electric Co.	1,911.50
81-CC-2409	Hertz, Noel	40.80
81-CC-2412	Tarnopolskaya, Zoya	60.00
81-CC-2414	River Oak Dodge, Inc.	205.55

81-CC-2415	Wood River Township Hospital	3,300.65
81-CC-2417	Salvation Army Booth Memorial Hospital	10,796.32
81-CC-2418	Bremen Township Committee on Youth	65.00
81-CC-2421	Ramada Inn	48.30
81-CC-2422	Reader's Digest Services, Inc.	279.43
81-CC-2424	St. Francis School for Exceptional Children	157.32
81-CC-2425	St. Francis School for Exceptional Children	45.26
81-CC-2426	St. Francis School for Exceptional Children	216.14
81-CC-2428	Pandick Press Midwest, Inc.	396.00
81-CC-2431	St. Joseph Hospital, Kirkwood, Mo.	455.95
81-CC-2433	Swedish American Hospital Association, Inc.	34.50
81-CC-2434	Mercy Hospital	2,961.45
81-CC-2436	State Community College	30,125.00
81-CC-2441	Riverside Medical Center	75.00
81-CC-2442	Riverside Medical Center	31.82
81-CC-2443	Riverside Medical Center	16.09
81-CC-2444	Riverside Medical Center	32.00
81-CC-2445	Riverside Medical Center	40.22
81-CC-2446	Riverside Medical Center	44.70
81-CC-2448	Stroink Pathology Laboratories	381.00
81-CC-2451	Radiation Protection Consultants, Ltd.	150.00
81-CC-2452	Commonwealth Edison Co.	1,305.29
81-CC-2453	Central Illinois Agency on Aging, Inc.	8,992.62
81-CC-2454	Commonwealth Edison Co.	3,725.16
81-CC-2456	Moline Public Hospital	802.08
81-CC-2458	McGrath Office Equipment, Inc.	54.60
81-CC-2460	Kent Industries	55.20
81-CC-2462	Peoria Journal Star	37.44
81-CC-2463	Illinois Masonic Medical Center	476.96
81-CC-2473	Center for Behavioral Psychiatry & Psychology	540.00
81-CC-2475	Oakes, William D.	450.00
81-CC-2476	Eastern Airlines	336.00
81-CC-2477	Fricke, Rayburn A.	110.00
81-CC-2478	St. Joseph's Medical Center	128.45
81-CC-2480	St. Joseph's Medical Center	25.69
81-CC-2481	St. Joseph's Medical Center	310.64
81-CC-2482	St. Joseph's Medical Center	44.30
81-CC-2484	Villaseca, Josephine, Day Care Center, The	164.30
81-CC-2485	Villaseca, Josephine, Day Care Center, The	1,030.40
81-CC-2488	State Employees' Retirement System of Illinois	300.00
81-CC-2489	State Employees' Retirement System	322.56
81-CC-2493	Condell Memorial Hospital	1,505.76

81-CC-2494	Midwest Medical Services	2,711.00
81-CC-2496	Illini Hospital	465.75
81-CC-2499	Chicago, City Colleges of	1,735.75
81-CC-2501	Fredriksen & Sons Fire Equipment Co., Inc.	78.44
81-CC-2507	Central Office Equipment Co.	2,315.17
81-CC-2508	Central Office Equipment Co.	444.50
81-CC-2511	Transport Clearings-Midwest,Inc.	41.85
81-CC-2513	Children's Home & Aid Society of Illinois	159,976.30
81-CC-2514	Busch, A.K., & Associates, Ltd.	89.18
81-CC-2518	Cowan, Catherine	127.50
81-CC-2521	Blackwell North America, Inc.	19,982.11
81-CC-2522	Nixon, Peggy A.	24.90
81-CC-2523	Creedon, Margaret	164.27
81-CC-2524	Woolums, Darrell A.	73.00
81-CC-2525	Woolums, Darrell A.	101.00
81-CC-2526	Woolums, Darrell A.	131.00
81-CC-2558	Honeywell, Inc.	1,126.00
81-CC-2559	Central Professional Group	230.00
81-CC-2560	Decodex, Inc.	1,669.16
81-CC-2561	Booker, Samuella	56.90
81-CC-2562	Lanier Business Products, Inc.	317.01
81-CC-2564	Medical College of Wisconsin Faculty Health Services	101.64
81-CC-2565	Anchor Office Supply Co.	607.30
81-CC-2566	Huber Pontiac Subaru, Inc.	26.32
81-CC-2570	Hanson Construction	2,575.00
81-CC-2571	K Mart 3323	43.05
81-CC-2574	Wayne General Hospital	220.00
81-CC-2577	St. Therese Hospital	808.75
81-CC-2580	Illinois State University	1,254.12
81-CC-2582	Snook, Robert L.	3,357.89
81-CC-2585	Hromek, Diane, & Associates, Inc.	60.00
81-CC-2586	Divane Brothers Electric Co.	1,001.18
81-CC-2640	Dale Color, Inc.	330.63
81-CC-2641	Telephone Answering Service, Inc.	19.50
81-CC-2642	Joliet Barber College	525.00
81-CC-2646	Allendale School for Boys	1,407.09
81-CC-2651	Hill, Bob, Sales & Service, Inc.	60.00
81-CC-2653	Columbia College	10,740.00
81-CC-2654	Erber's Camera Shop	260.51
81-CC-2661	Reese, Michael, Hospital & Medical Center	1,483.12
81-CC-2662	Reese, Michael, Hospital & Medical Center	347.26

81-CC-2667	All Steel, Inc.	3,174.89
81-CC-2673	Northern Illinois Gas Co.	1,865.81
81-CC-2683	State House Inn	73.69
81-CC-2684	State House Inn	43.20
81-CC-2685	Campbell, Mattie	260.00
81-CC-2686	Dorward, Donald L.	75.00
81-CC-2694	Joint Commission on Accreditation of Hospitals	1,800.00
81-CC-2695	State House Inn	27.25
81-CC-2696	State House Inn	82.08
81-CC-2698	State House Inn	43.20
81-CC-2699	State House Inn	21.60
81-CC-2700	State House Inn	101.34
81-CC-2704	National Public Law Training Center	15.00
81-CC-2705	Martin, Daniel & Diane	456.62
81-CC-2710	Illinois Bell Telephone Co.	493.68
81-CC-2711	Fawcett's Pharmacy	59.52
81-CC-2712	Spring Valley Supermarket	1,531.53
81-CC-2713	Convenient Food Mart	508.07
81-CC-2714	Sullivan's Food	882.65
81-CC-2715	Sullivan's Foods	999.79
81-CC-2722	Illinois Power Co.	89.59
81-CC-2723	McLean, County of	300.56
81-CC-2735	Buschart Brothers, Inc.	403.14
81-CC-2736	Buschart Brothers, Inc.	118.12
81-CC-2737	Karoll's, Inc.	190.72
81-CC-2738	Karoll's, Inc.	457.20
81-CC-2739	Sims, Dorothy	73.34
81-CC-2741	Best Western of Mattoon	67.20
81-CC-2746	Londrigan & Potter, P.C.	2,925.39
81-CC-2749	Moore Business Forms, Inc.	231.68
81-CC-2751	Columbia College	900.00
81-CC-2752	Abbott Laboratories	730.00
81-CC-2755	United Air Lines, Inc.	258.00
81-CC-2763	McNamara Oil Co.	23.60
81-CC-2764	McNamara Oil Co.	11.50
81-CC-2772	Solarex Corp.	2,375.99
81-CC-2781	Medix, Inc.	60.00
81-CC-2786	Savitski, Peter A.	40.00
81-CC-2788	Tooley, Susan Ann	900.00
81-CC-2790	A.T.D. American Co.	1,245.13
81-CC-2792	Eastern Airlines	62.00

81-CC-2794	Ashland Oil Co.	32.02
81-CC-2795	Carrier Credit & Collections	17.25
81-CC-2802	Lovinggood-Horn Laboratories, Inc.	19.00
81-CC-2803	Curtis, Willie J.	2,320.00
81-CC-2809	Robertson, Randall	673.42
81-CC-2810	Robertson, Randall	248.40
81-CC-2819	Brokaw Hospital	797.85
81-CC-2820	Ashland Oil Co.	171.70
81-CC-2823	Reiland, Robert	31.55
81-CC-2824	Motorola, Inc.	494.80
81-CC-2825	Motorola, Inc.	217.12
81-CC-2826	Motorola, Inc.	695.95
81-CC-2827	Motorola, Inc.	165.26
81-CC-2829	Pandick Press Midwest, Inc.	3,720.48
81-CC-2830	Radiology Associates	338.00
81-CC-2832	St. Charles, City of	2,000.00
81-CC-2834	Columbia Pipe & Supply Co.	218.60
81-CC-2835	Frink Dental Supply Co.	126.95
81-CC-2837	Burkle, R.J., M.D.	93.50
81-CC-2838	Lawrence, R.D., Construction Co.	21,750.00
81-CC-2839	Metro Reporting Service, Ltd.	480.60
81-CC-2840	Baker-Hauser Co.	486.00
81-CC-2860	Central DuPage Hospital	803.42
81-CC-2861	Jackson, County of	10,399.98
81-CC-2862	Ridgeview Pavilion, Inc.	1,209.50
81-CC-2867	Illinois Bell Telephone Co.	276.00
81-CC-2870	Illinois Bell Telephone Co.	822.03
81-CC-2880	Dean Business Equipment Co.	188.55
81-CC-2887	Hewson, Patrick	158.00
81-CC-2888	Logan, Neil, Ph.D.	300.00
81-CC-2889	Exxon Office Supplies/Qwip Division	896.00
81-CC-2890	Exxon Office Supplies/Qwip Division	79.30
81-CC-2891	Exxon Office Supplies/Qwip Division	240.00
81-CC-2892	Exxon Office Supplies/Qwip Division	116.00
81-CC-2893	Exxon Office Supplies/Qwip Division	126.00
81-CC-2897	Exxon Office Supplies/Qwip Division	268.00
81-CC-2899	Exxon Office Supplies/Qwip Division	106.52
81-CC-2900	Exxon Office Supplies/Qwip Division	23.00
81-CC-2901	Exxon Office Supplies/Qwip Division	240.00
81-CC-2902	Best Security Service, Inc.	1,392.93
81-CC-2906	Regional Hospital	35.00
81-CC-2908	Wrigley, Robert I.	125.00

81-CC-2909	Kasvekar, Vithal Y., M.D.	790.00
81-CC-2912	Treister Orthopaedic Services, Ltd.	181.00
81-CC-2932	Gandalf Data, Inc.	905.52
81-CC-2934	Xerox Corp.	498.79
81-CC-2936	Xerox Corp.	13,204.51
81-CC-2937	Xerox Corp.	182.40
81-CC-2938	Xerox Corp.	105.45
81-CC-2939	Xerox Corp.	610.29
81-CC-2940	Xerox Corp.	182.40
81-CC-2941	Xerox Corp.	135.98
81-CC-2942	Xerox Corp.	65.00
81-CC-2944	Xerox Corp.	315.22
81-CC-2947	Xerox Corp.	546.00
81-CC-2950	Xerox Corp.	33.60
81-CC-2955	Good Samaritan Hospital	359.58
82-CC-0005	Catholic Charities of Archdiocese of Chicago	33,037.85
82-CC-0008	Cooper Airmotive	6,205.10
82-CC-0009	Savin Corp.	1,395.00
82-CC-0015	Grindle, William	2,095.46
82-CC-0023	Siemer Milling Co.	128.63
82-CC-0025	Excepticon of Illinois, Inc. d/b/a Excepticon Care & Training Center	231.00
82-CC-0030	Chris' Plumbing & Heating	4,870.00
82-CC-0032	Rogers Telephone Answering Service	653.06
82-CC-0036	Northwestern Illinois Association	8,811.05
82-CC-0039	188 Randolph Building Corp.	1,560.00
82-CC-0044	Springfield, City of	3,876.59
82-CC-0046	Larkin Home for Children	987.00
82-CC-0047	Larkin Home for Children	627.25
82-CC-0048	Larkin Home for Children	408.30
82-CC-0049	GTE Telenet Information Services, Inc.	104.95
82-CC-0050	McGraw-Hill Book Co.	553.54
82-CC-0056	Northgate Inns	163.20
82-CC-0058	Southern Illinois University, Board of Trustees of	144.00
82-CC-0059	Southern Illinois University, Board of Trustees of	1,776.23
82-CC-0066	Illinois Bell Telephone Co.	77.34
82-CC-0068	Michaud, A.A.	102.00
82-CC-0070	Community Hospital	43.20
82-CC-0071	Community Hospital	113.00

82-CC-0072	Community Hospital	8.25
82-CC-0073	Community Hospital	12.50
82-CC-0074	Community Hospital	8.25
82-CC-0075	Community Hospital	74.75
82-CC-0076	Community Hospital	43.00
82-CC-0077	Community Hospital	20.00
82-CC-0078	Community Hospital	69.60
82-CC-0143	Clausen, Robert F.	131.86
82-CC-0145	Wolfe, Rosenberg & Associates	184.50
82-CC-0146	Wolfe, Rosenberg & Associates	54.75
82-CC-0147	Wolfe, Rosenberg & Associates	132.05
82-CC-0148	Wolfe, Rosenberg & Associates	17.10
82-CC-0150	St. Mary of Nazareth Hospital Center	1,553.10
82-CC-0161	State Employees' Retirement System	1,684.17
82-CC-0163	Illinois Supreme Court Committee	1,422.50
82-CC-0170	Xerox Corp.	1,403.48
82-CC-0171	Xerox Corp.	213.49
82-CC-0172	Xerox Corp.	115.00
82-CC-0173	Xerox Corp.	260.00
82-CC-0177	Xerox Corp.	330.00
82-CC-0179	Xerox Corp.	178.78
82-CC-0185	Blackmore & Glunt, Inc.	647.14
82-CC-0188	Lipps Construction Co.	1,300.00
82-CC-0189	Triodyne, Inc.	225.00
82-CC-0190	Cortese, Carl J., Dr.	280.00
82-CC-0194	Sligo, Inc.	337.05
82-CC-0195	Glen Ellyn Clinic	71.00
82-CC-0197	Community Hospital	58.25
82-CC-0200	Antao, S., M.D., & Das, D.A.K., M.D.	55.00
82-CC-0206	McGaw, Foster G., Hospital	1,397.00
82-CC-0208	University Hospital	1,153.95
82-CC-0214	Shelby, Georgia	49.20
82-CC-0219	Chicago, City of	3,645.03
82-CC-0221	Howard Uniform Co.	8,707.15
82-CC-0227	Catholic Charities of Archdiocese of Chicago	3,046.61
82-CC-0230	Nguyen, Hoat Thai	445.00
82-CC-0233	Burkhead, H.C., M.D.	17.50
82-CC-0244	Chicago, City of	2,218.22
82-CC-0246	Jefferson Hearing Aid Corp.	341.00
82-CC-0261	Taylor Business Institute	852.84
82-CC-0265	Rockford Anesthesiologists Associated	128.00
82-CC-0272	Chicago Progressive Mercantile Co., Inc.	596.05

82-CC-0273	Mutter, Maxwell	1,943.09
82-CC-0285	Riverside Radiologist, S.C.	50.00
82-CC-0286	Atlantic Richfield Co.	118.93
82-CC-0287	To, Luyen	610.00
82-CC-0290	Fox Photo, Inc.	23.24
82-CC-0291	Central East Alcoholism & Drug Co.	950.00
82-CC-0295	Wee Care Day Care	75.00
82-CC-0296	Peters Phototypesetting Service	415.85
82-CC-0298	Mays, Helen R.	258.62
82-CC-0299	Olympia Fields Osteopathic Medical Center	58.00
82-CC-0303	King, Lee, & Partners, Inc.	236.00
82-CC-0304	King, Lee, & Partners, Inc.	698.66
82-CC-0305	Illinois, University of, The Board of Trustees of the	36,738.00
82-CC-0309	East Madison Clinic, S.C.	450.00
82-CC-0313	Argonne National Laboratory	15,455.62
82-CC-0318	Epstein, David & Goldings, Morris	8,682.00
82-CC-0319	Counsel of State Governments, The	7.75
82-CC-0320	Prisons, Bureau of, Federal Correctional Institutions	4,131.31
82-CC-0321	Bush Hog/Kraus Division of Allied Products Corp.	979.26
82-CC-0322	Fletcher, Beatrice	2,276.52
82-CC-0323	Stowe, Gordon N., & Associates, Inc.	760.00
82-CC-0325	Donnelly Reporting Co., Inc.	1,390.25
82-CC-0327	Donnelly Reporting Co., Inc.	136.95
82-CC-0328	Rajmane, C., M.D., S.C.	544.50
82-CC-0330	Air Illinois, Inc.	90.00
82-CC-0335	Jenner & Block	25,000.00
82-CC-0338	Hillier Storage & Moving Co.	375.49
82-CC-0339	Hillier Storage & Moving Co.	297.35
82-CC-0341	Daut Medical Services, Inc.	40.00
82-CC-0342	Alva Museum Replicas	650.00
82-CC-0351	Nguyen, Dont V.	1,526.50
82-CC-0358	Memorial Medical Center	47,339.46
82-CC-0362	Phan, Han	19,656.62
82-CC-0368	Kennedy, Lt. Joseph P., Jr., School for Exceptional Children	6,934.99
82-CC-0370	Azizarab, Rahim	423.25
82-CC-0388	Ram Industries, Inc.	428.50
82-CC-0393	Lowell's	140.91
82-CC-0394	Kisellus, Eugene V.	16.67

82-CC-0395	Yaniz, Antonio M., M.D., S.C.	920.00
82-CC-0396	Berry, C.E., Janitorial Service, Inc.	1,150.00
82-CC-0398	St. Joseph's Hospital Medical Center	51.38
82-CC-0413	Moline Orthopedic Associates, Ltd.	41.00
82-CC-0417	Jenner & Block	3,753.00
82-CC-0420	Lu, F.C., M.D., S.C.	336.00
82-CC-0422	Ohio Medical Products	2,204.75
82-CC-0431	Ton, Nghia	429.00
82-CC-0432	Revzen Business Interiors	647.00
82-CC-0433	Gojkovich, Dusan, M.D.	385.00
82-CC-0436	St. Francis School for Exceptional Children	2,004.76
82-CC-0437	McNeill, Warren T.	1,208.42
82-CC-0441	St. Mary's Hospital	1,983.05
82-CC-0442	Interpretive Education, Inc.	109.85
82-CC-0446	Dominicks Finer Foods, Inc.	23.68
82-CC-0450	Judicial Digest Institute, Inc.	20.00
82-CC-0451	Near North Parents & Friends of the Retarded, Inc.	10,629.42
82-CC-0455	Springfield Welding & Auto Body	204.00
82-CC-0456	Commonwealth Edison Co.	78.76
82-CC-0457	Commonwealth Edison Co.	2,891.73
82-CC-0462	Alvord's Office Supply Co., Inc.	196.78
82-CC-0466	Bell & Howell Co.	192.35
82-CC-0467	Springfield Anesthesia, Ltd.	180.00
82-CC-0472	Howard Uniform Co.	575.40
82-CC-0490	Nguyen, Bich Van Thi	469.00
82-CC-0493	Airwork Corp.	7,421.68
82-CC-0497	Leahy & Leahy	2,218.61
82-CC-0502	Henebry, William F., M.D.	15.00
82-CC-0505	Allstate Chemical Co.	479.80
82-CC-0506	Xerox Corp.	411.84
82-CC-0507	Xerox Corp.	420.76
82-CC-0509	Pandick Press Midwest, Inc.	2,324.00
82-CC-0512	Rcom, Khiet	Award consolidated under 82-CC-0362
82-CC-0514	Spadoni, Alex, M.D.	151.40
82-CC-0521	Riverside Medical Center	207.00
82-CC-0525	Carter Reporting Service	13,539.00
82-CC-0529	Medical Arts Clinic of Dixon	8.00
82-CC-0534	Jones, Deborah A.	825.00
82-CC-0535	Brundo Art Supply Co., Inc.	580.43
82-CC-0539	Medical Arts Clinic of Dixon	8.00
82-CC-0542	Hepperle, Quynh Anh (Tran)	1,550.00

82-CC-0545	Silkwood, Larry R.	470.00
82-CC-0549	Mohyduddin, Sadiq, M.D.	67.00
82-CC-0550	Wolfe, Rosenberg & Associates	945.05
82-CC-0551	Wolfe, Rosenberg & Associates	219.85
82-CC-0554	Christie Clinic	76.60
82-CC-0555	Christie Clinic	25.00
82-CC-0556	Christie Clinic	245.65
82-CC-0557	Christie Clinic	437.15
82-CC-0559	Tri-Oil Co., Inc.	46.94
82-CC-0561	Smith Surgical Supply, Inc.	231.65
82-CC-0562	Clark Products, Inc.	156.00
82-CC-0566	Remington Rand Corp.	1,568.00
82-CC-0568	Hanson, Gary A., M.D.	167.00
82-CC-0570	Resurrection Hospital	950.84
82-CC-0571	Holland, Karen Sue (Fulcher)	396.30
82-CC-0575	NASCO	34.30
82-CC-0576	Mercy Hospital	9,753.77
82-CC-0581	Silkwood, Larry R.	425.00
82-CC-0583	Fluid-Air Products, Inc.	3,702.00
82-CC-0584	Casper, Donald J., P.C.	488.40
82-CC-0585	Illinois Migrant Council	2,721.74
82-CC-0588	Kennedy, Lt. Joseph P., Jr., School	624.00
82-CC-0589	Mecca International, Inc.	229.86
82-CC-0593	Mesenbrink, Ralph M., Ph.D.	250.00
82-CC-0595	McLean County Disposal Service, Inc.	156.00
82-CC-0597	Bell & Howell Educational Group	1,134.47
82-CC-0598	Lerco, Inc.	36.00
82-CC-0599	Tyler, Ola Mae	1,507.35
82-CC-0600	Palos Neuropsychiatric Institute	60.00
82-CC-0601	Brown, Anthony L., M.D.	105.00
82-CC-0602	Central Furnace Supply Co.	177.70
82-CC-0603	Evergreen Oak Electric Crest Lighting	325.00
82-CC-0604	University Associates	401.11
82-CC-0607	Ashland Oil Co.	18.50
82-CC-0608	Commercial-News	38.16
82-CC-0609	Children's Home & Aid Society of Illinois	19,060.10
82-CC-0610	Children's Home & Aid Society of Illinois	13,680.62
82-CC-0612	Bartlett Learning Center	2,965.80
82-CC-0613	Illinois, State of	244.56
82-CC-0614	Illinois, State of	42.62
82-CC-0615	Illinois, State of	4,968.38
82-CC-0616	Illinois, State of	730.83

82-CC-0618	Motorola, Inc.	6,860.00
82-CC-0619	Motorola, Inc.	14,792.00
82-CC-0624	Roesch, Ed, Equipment Co.	838.80
82-CC-0625	Decatur Paper House, Inc.	1,431.36
82-CC-0627	Misericordia Home South	5,456.89
82-CC-0628	Misericordia Home South	5,148.76
82-CC-0631	Midtown Anesthesia Associates, S.C.	336.00
82-CC-0632	Evangelical Hospital Association	1,301.86
82-CC-0636	Metro Reporting Service, Ltd.	38.00
82-CC-0637	Baker-Hauser Co.	113.63
82-CC-0644	Pandick Press Midwest	345.60
82-CC-0645	Anchor Office Supply Co.	1,178.38
82-CC-0646	Riverside Medical Center	31.18
82-CC-0647	Riverside Medical Center	50.00
82-CC-0648	Riverside Medical Center	34.36
82-CC-0651	Mount St. Joseph	1,939.36
82-CC-0653	McCraw-Hill, Inc.	357.00
82-CC-0655	Ruiz, Gonzalo, M.D.	8.00
82-CC-0656	Brown, Finley	8.00
82-CC-0657	Brown, Finley	23.00
82-CC-0659	Fiakpui, E.Z., M.D., M.S., C.	10.50
82-CC-0661	Nelson, Marilyn	44.85
82-CC-0663	Service Supply Co., Inc.	1,436.28
82-CC-0664	Blauer Manufacturing Co., Inc.	51.00
82-CC-0665	Riverside Medical Center	99.00
82-CC-0666	City Lighting Products Co.	1,036.00
82-CC-0667	Ennis Paint Manufacturing, Inc.	906.40
82-CC-0668	Ennis Paint Manufacturing, Inc.	470.80
82-CC-0673	Motorola, Inc.	35.50
82-CC-0675	Bethea, Katherine Shaw, Hospital	156.25
82-CC-0677	Tullio, Paul M., D.C.	680.00
82-CC-0679	IBM	200.00
82-CC-0680	IBM	996.17
82-CC-0681	IBM	774.45
82-CC-0684	IBM	864.00
82-CC-0685	IBM	223.10
82-CC-0686	IBM	864.00
82-CC-0687	IBM	301.00
82-CC-0690	IBM	419.91
82-cc-0691	Mayfair Supply Co.	125.48
82-CC-0693	D & L Office Furniture Co.	1,698.00
82-CC-0694	Weems, Velora G.	79.30

82-CC-0695	Sublett, Mable J.	48.00
82-CC-0703	St. Mary's Square Living Center	316.51
82-CC-0704	Sangamon County Treasurer, Fred H. Tomlin	1,041.67
82-CC-0705	Wee, Chang Ho, M.D.	48.00
82-CC-0711	National Electric Supply	123.35
82-CC-0712	National Electric Supply	52.65
82-CC-0714	National Electric Supply	30.62
82-CC-0715	National Electric Supply	89.46
82-CC-0718	Medical Referral Systems	341.00
82-CC-0719	Capitol Group	2,527.75
82-CC-0720	Johnson Controls, Inc.	448.46
82-CC-0721	Southern Illinois University, Board of Trustees of	8,000.00
82-CC-0722	Midwest Visual Equipment Co., Inc.	455.35
82-CC-0723	Central Telephone Co. of Illinois	983.52
82-CC-0724	Epilepsy Services of Chicago	40.52
82-CC-0725	Days Inn	45.10
82-CC-0727	Days Inn	23.63
82-CC-0730	Chicago, University of, Hospital	440.30
82-CC-0733	Ricks, William B.	400.00
82-CC-0761	Deason, Renee	900.00
82-CC-0762	Service Supply Co., Inc.	151.30
82-CC-0763	South Suburban Family Practice, Ltd.	269.00
82-CC-0765	Jennings, Gene K., Ph.D.	125.00
82-CC-0767	Nu-Med Surgical/Dental Supply, Inc.	1,171.30
82-CC-0768	Perkin-Elmer Corp.	711.24
82-CC-0769	Ashland Oil Co.	22.91
82-CC-0770	Bugos, Joseph	115.26
82-CC-0771	Lambs Residence #2	1,198.28
82-CC-0772	North Central Associated Publishers	23.14
82-CC-0777	Whitfield, James H., Dr.	36.81
82-CC-0778	Whitfield, James H., Dr.	36.81
82-CC-0779	Treister Orthopaedic Services, Ltd.	316.00
82-CC-0780	Treister Orthopaedic Services, Ltd.	47.00
82-CC-0781	Crook, Edith M.	102.50
82-CC-0782	Picker Corp.	59.00
82-CC-0783	Picker Corp.	110.40
82-CC-0785	Oak Forest Material & Supply Co., Inc.	136.70
82-CC-0786	Avery International	36,352.50
82-CC-0787	Corrections, Department of	435.00
82-CC-0789	Hromek, Diane & Associates, Inc.	109.40

82-CC-0790	Anchor Office Supply Co.	467.44
82-CC-0791	Allendale School for Boys	588.77
82-CC-0794	Central Illinois Agency on Aging, Inc.	487.17
82-CC-0796	Montgomery County Ambulance Service	48.00
82-CC-0797	Lobello, Margaret	225.96
82-CC-0798	Alexian Brothers Medical Center, Inc.	.00
82-CC-0799	Sterling School of Beauty Culture, Inc.	600.00
82-CC-0800	Sterling School of Beauty Culture, Inc.	235.98
82-CC-0802	Sterling School of Beauty Culture, Inc.	421.00
82-CC-0803	Sterling School of Beauty Culture, Inc.	187.50
82-CC-0807	Suburban Trib	131.32
82-CC-0813	Americana Congress Hotel	257.50
82-CC-0815	Western Illinois Area Agency on Aging	1,528.93
82-CC-0817	Commonwealth Edison Co.	5,547.00
82-CC-0818	Gibson City IGA	10.56
82-CC-0837	Jackson Park Hospital	114.32
82-CC-0840	Mental Health Services of Southern Madison County, Inc.	909.40
82-CC-0841	Matthews Transfer Co.	94.31
82-CC-0843	Visionquest National, Ltd.	73.00
82-CC-0845	Visionquest National, Ltd.	26.00
82-CC-0849	Visionquest National, Ltd.	93.50
82-CC-0850	Visionquest National, Ltd.	1,905.00
82-CC-0851	Livingston County	1,563.15
82-CC-0853	Corrections, Department of, Correctional Industries	2,893.43
82-CC-0854	Graduate School, USDA Business Office	290.00
82-CC-0856	Ray, Ben L.	40.00
82-CC-0857	Shaffer, Gary Lee	750.00
82-CC-0858	Reporting Service	52.78
82-CC-0863	Modern Business Systems, Inc.	134.92
82-CC-0864	Modern Business Systems, Inc.	315.50
82-CC-0869	Riverside Medical Center	16.14
82-CC-0871	Delta Air Lines, Inc.	1,831.17
82-CC-0874	Ajayi, Joseph O.	72.00
82-CC-0879	Northeastern Illinois University	500.00
82-CC-0880	North American Air Conditioning Service Corp.	2,201.44
82-CC-0881	Feingold, Allan S.	150.00
82-CC-0883	Daniels, C.R., Inc.	22,240.00
82-CC-0885	Delta Air Lines, Inc.	224.00
82-CC-0886	St. Vincent Residential School	547.75

82-CC-0887	Pundy, Joseph, M.D.	8.00
82-CC-0888	Pundy, Joseph, M.D.	11.00
82-CC-0889	North American Van Lines, Inc.	527.61
82-CC-0891	Bar-Weld Fabrication & Maintenance	1,100.00
82-CC-0892	Bar-Weld Fabrication & Maintenance	1,947.00
82-CC-0894	St. Elizabeth Hospital of Danville, Ill.	21,579.44
82-CC-0904	Kankakee Industrial Supply Co., Inc.	345.08
82-CC-0905	St. Mary's Hospital	1,242.05
82-CC-0907	Elmwood Ford Motors, Inc.	507.56
82-CC-0908	Anchor Office Supply Co.	73.98
82-CC-0909	Anchor Office Supply Co.	58.00
82-CC-0912	Sisk, Mildred R.	240.50
82-CC-0914	Allen, Jesse	602.00
82-CC-0915	Midtown Anesthesia Associates, S.C.	336.00
82-CC-0916	Illinois, University of, at Chicago Circle, Board of Trustees	272.18
82-CC-0917	Illinois, University of, at Chicago Circle, Board of Trustees	242.99
82-CC-0918	Illinois, University of, at Chicago Circle, Board of Trustees	106.58
82-CC-0919	Illinois, University of, at Chicago Circle, Board of Trustees	437.80
82-CC-0920	Bar-Weld Fabrication & Maintenance	1,372.00
82-CC-0921	Illinois, University of, at Chicago Circle, Board of Trustees	13.00
82-CC-0922	Illinois, University of, at Chicago Circle, Board of Trustees	43.86
82-CC-0923	Mercy Medical Center	871.15
82-CC-0924	St. Regis Paper Co.	8,590.00
82-CC-0928	Adams Auto Parts, Inc.	52.19
82-CC-0931	Howard Uniform Co.	199.60
82-CC-0932	Howard Uniform Co.	1,659.20
82-CC-0933	Howard Uniform Co.	287.70
82-CC-0934	Howard Uniform Co.	816.00
82-CC-0935	Howard Uniform Co.	47.95
82-CC-0936	Corrections, Department of	2,938.57
82-CC-0937	Environmental Mechanical Services, Inc.	1,041.67
82-CC-0938	Horder Management Corp.	454.60
82-CC-0940	Moore Business Forms, Inc.	1,048.32
82-CC-0941	Metro-Management	138.60
82-CC-0944	Taylor, Fern	352.00
82-CC-0945	IBM	251.75

82-CC-0946	Neyhus, Arthur I.	384.00
82-CC-0948	Brenner, Frank T., M.D., Ltd.	100.00
82-CC-0949	Showalter, Allan R., M.D., S.C.	90.00
82-CC-0952	Martin, Michelle	633.33
82-CC-0955	Anchor Office Supply Co.	144.80
82-CC-0956	Anchor Office Supply Co.	76.80
82-CC-0957	Metropolitan Sanitary District of Greater Chicago	970.64
82-CC-0958	Illinois Bell Telephone Co.	246.24
82-CC-0961	Butler Supply, Inc.	32.72
82-CC-0962	Identatronics, Inc.	308.08
82-CC-0963	Corley, Richard D., M.D.	650.00
82-CC-0964	Howard Uniform Co.	3,182.40
82-CC-0965	Howard Uniform Co.	4,324.80
82-CC-0966	Howard Uniform Co.	2,692.80
82-CC-0967	Howard Uniform Co.	1,169.60
82-CC-0968	Howard Uniform Co.	3,840.00
82-CC-0969	Howard Uniform Co.	326.40
82-CC-0970	Howard Uniform Co.	99.80
82-CC-0971	Howard Uniform Co.	24.95
82-CC-0972	Howard Uniform Co.	2,349.55
82-CC-0973	Howard Uniform Co.	2,109.80
82-CC-0974	Howard Uniform Co.	1,996.00
82-CC-0979	Springfield, City of	216.42
82-CC-0980	Oshel, Michael V.	114.63
82-CC-0984	Chandler, Brad	209.27
82-CC-0988	Eastman Kodak Co.	2,042.40
82-CC-0989	Howard Uniform Co.	1,278.40
82-CC-0990	Howard Uniform Co.	4,938.85
82-CC-0991	Howard Uniform Co.	870.90
82-CC-0992	Howard Uniform Co.	1,054.90
82-CC-0993	Howard Uniform Co.	4,123.70
82-CC-0995	Howard Uniform Co.	163.20
82-CC-0996	Howard Uniform Co.	2,637.25
82-CC-0997	Howard Uniform Co.	1,630.30
82-CC-0998	Howard Uniform Co.	383.60
82-CC-1000	Howard Uniform Co.	2,253.65
82-CC-1001	Howard Uniform Co.	1,486.45
82-CC-1003	Howard Uniform Co.	335.65
82-CC-1005	Howard Uniform Co.	3,164.70
82-CC-1007	Howard Uniform Co.	1,150.80
82-CC-1008	Hollowell, Mack W., M.D., S.C.	13.50

82-CC-1013	Nguyen, Bich Thu Thi	373.00
82-CC-1015	United Conveyor	31.42
82-CC-1016	South Town Refrigeration Corp.	265.05
82-CC-1017	IBM	1,000.00
82-CC-1018	Capitol Group	150.92
82-CC-1019	Capitol Group	174.50
82-CC-1021	South Chicago Community Hospital	1,149.92
82-CC-1023	Lippitz, Herbert A., D.D.S., Ltd.	300.00
82-CC-1024	Visionquest National, Ltd.	356.40
82-CC-1025	Conroy, John T.	250.00
82-CC-1029	Lue, Chargn Jia, M.D.	49.00
82-CC-1038	Seungdomrong, S., M.D.	10.50
82-CC-1039	Booth & Thomas, Inc.	152.98
82-CC-1040	Springfield, City of	76,583.37
82-CC-1042	Globe Glass & Mirror Co.	61.40
82-CC-1044	Modern Business Systems, Inc.	32.00
82-CC-1046	Modern Business Systems, Inc.	156.15
82-CC-1047	Logan, John A., College	240.00
82-CC-1051	Anchor Office Supply Co.	694.56
82-CC-1052	Keystone Laundry Machinery Co.	476.25
82-CC-1054	Excepticon of Illinois, Inc.	4,185.79
82-CC-1055	Beckley-Cardy Co.	161.65
82-CC-1056	Rivera, Charlene, Dr.	667.77
82-CC-1057	Belmont Building, The	1,096.50
82-CC-1058	Metro Reporting Service, Ltd.	51.00
82-CC-1059	Metro Reporting Service, Ltd.	243.00
82-CC-1064	Aid Ambulance Service, Inc.	55.00
82-CC-1067	Rehabilitation Institute of Chicago	2,000.00
82-CC-1068	Rehabilitation Institute of Chicago	586.50
82-CC-1071	Lerco, Inc.	18.00
82-CC-1075	Repp The Rep, Inc.	10,010.00
82-CC-1081	Hamilton, Ann	68.00
82-CC-1082	Passavant Area Hospital	453.25
82-CC-1083	Passavant Area Hospital	433.40
82-CC-1084	Passavant Area Hospital	548.85
82-CC-1085	Passavant Area Hospital	494.70
82-CC-1089	Anixter-Pruzan	11,900.00
82-CC-1093	Hagerty Catering Co.	734.79
82-CC-1094	Bush, Paula T.	458.00
82-CC-1095	Reads, R., Inc.	174.00
82-CC-1097	Black & Co.	328.00

82-CC-1099	Connecticut, University of, Conferences & Institute	112.00
82-CC-1100	U.S. Steel Corp.	7,800.00
82-CC-1105	Chicago, University of	2,177.11
82-CC-1107	Riverside Medical Center	37.10
82-CC-1108	Eastern Illinois University	332.65
82-CC-1109	Zielke, Arlene	291.59
82-CC-1112	Hinckley & Schmitt	281.00
82-CC-1115	Midwestern Athletic Distributors, Inc.	6,295.00
82-CC-1116	Xerox Corp.	210.27
82-CC-1118	Brulin & Co., Inc.	152.55
82-CC-1120	Chicago Bullet Proof Equipment Co.	3,612.00
82-CC-1121	Wilkins Pipe & Supply Co.	71.78
82-CC-1122	Van's Shoes	60.00
82-CC-1123	Patterson, Ronald E.	318.00
82-CC-11%	St. Mary's Hospital	38.75
82-CC-1126	Horder Management Corp.	138.75
82-CC-1127	Horder Management Corp.	19.20
82-CC-1128	Life Printing & Publishing Co., Inc.	45.36
82-CC-1129	St. Joseph Hospital School of Nursing	100.00
82-CC-1130	Woodland Home	775.27
82-CC-1131	Sheraton Inn—Airport	1,322.44
82-CC-1132	Dodge County Unified Services	639.00
82-CC-1134	Penn, William, Hotel	81.32
82-CC-1135	Maintenance Supply Corp.	180.00
82-CC-1136	Dictaphone Corp.	988.06
82-CC-1137	Paloian, Gus G.	53.10
82-CC-1148	Paloian, Gus G.	87.35
82-CC-1149	Brown County Health Services	799.70
82-CC-1150	Kendall Family & Youth Services	1,866.00
82-CC-1154	Travelers Aid/Immigrants Service League	400.93
82-CC-1158	Tag, Inc.	1,902.09
82-CC-1159	Williams, Eddie E., Ph.D.	100.00
82-CC-1161	Buffalo Service Engineering	196.00
82-CC-1165	Hilt, Cindi	600.00
82-CC-1166	Hilt, Lorri Sue	600.00
82-CC-1167	Paloian, Gus G.	23.25
82-CC-1168	Paloian, Gus G.	22.43
82-CC-1173	Mason, John K.	333.91
82-CC-1174	S & S Builders Hardware Co.	282.00
82-CC-1186	Xerox Corp.	76.10
82-CC-1188	Xerox Corp.	485.74

82-CC-1189	Xerox Corp.	126.86
82-CC-1190	Xerox Corp.	175.40
82-CC-1192	Anna-Jonesboro Bin Co., Inc.	1,274.00
82-CC-1195	Wood, John, Community College	564.00
82-CC-1201	Baker, Carmelia	950.00
82-CC-1205	Ernie's Office Machines, Inc.	97.50
82-CC-1209	Schmid, Helen D.	79.00
82-CC-1211	Welborn Electric Co.	136.45
82-CC-1212	Vetter Corp.	18,855.20
82-CC-1213	Illinois Valley Paving Co.	23,494.64
82-CC-1220	Children's Haven, Inc.	1,278.00
82-CC-1222	Super "Z" Foods, Inc.	155.64
82-CC-1224	Globe Glass & Mirror Co.	223.38
82-CC-1228	Savin Corp.	1,697.35
82-CC-1230	B & B Electric, Inc.	81.50
82-CC-1231	Allied Motor Sales	19.95
82-CC-1232	Sawyer, Chester W.	82.67
82-CC-1233	Avcioglu, D., M.D., S.C.	35.50
82-CC-1234	Misericordia Home South	6,118.29
82-CC-1235	Shulkin, Neil H., Dr.	52.00
82-CC-1236	Savin Corp.	440.00
82-CC-1237	Browning-Ferris Industries, Inc.	48.34
82-CC-1238	Arnold Graphic Industries, Inc.	3,492.18
82-CC-1241	Clark Oil & Refining Corp.	114.11
82-CC-1242	Pruetzel, Orville or Ester	617.98
82-CC-1243	Larkin Home for Children	825.76
82-CC-1246	Central Office Equipment Co.	344.74
82-CC-1247	Brown Schools, Inc., The	8,402.94
82-CC-1248	Brown Schools, Inc., The	13,800.32
82-CC-1249	Brown Schools, Inc., The	178.12
82-CC-1250	Flender Corp.	36,654.05
82-CC-1251	Bethphage Mission, Inc.	3,959.18
82-CC-1252	Hamada Food Stores	78.70
82-CC-1253	Huberty, Thomas R., M.D.	640.00
82-CC-1255	Loseff, Herbert S., M.D., Ltd.	23.00
82-CC-1258	Gray, Robert	47.91
82-CC-1263	Illinois Plumbing & Heating Supply Co.	251.05
82-CC-1272	Metropolitan Sanitary District of Greater Chicago	5,462.36
82-CC-1275	Corrections, Department of	170.42
82-CC-1276	Corrections, Department of	12,826.90
82-CC-1277	Corrections, Department of	27.65

82-CC-1279	Boyd, Sharon F.	146.76
82-CC-1316	Savin Corp.	170.00
82-CC-1322	Savin Corp.	117.80
82-CC-1362	Alco Fuel Production Systems, Inc.	16,000.00
82-CC-1365	Pratt, Wilma J.	111.72
82-CC-1366	Howard Uniform Co.	1,965.95
82-CC-1367	Howard Uniform Co.	1,342.60
82-CC-1368	Howard Uniform Co.	479.50
82-CC-1369	Eastern Airlines	304.00
82-CC-1370	Mai/Sorbus Service Division	497.34
82-CC-1371	IBM	464.63
82-CC-1373	Brown, Anthony L., M.D.	362.00
82-CC-1374	Woodhaven Learning Center	1,149.88
82-CC-1375	Woodhaven Learning Center	1,433.29
82-CC-1377	Savin Corp.	1,715.42
82-CC-1381	Chileda Institute, Inc.	825.20
82-CC-1382	Chileda Institute, Inc.	1,639.44
82-CC-1383	Northern Illinois Scale Co.	2,700.00
82-CC-1384	**Norrell** Services, Inc.	1,671.45
82-CC-1387	Howard Uniform Co.	61.80
82-CC-1388	Howard Uniform Co.	35.25
82-CC-1389	Bruel & Kjaer Instruments, Inc.	95.14
82-CC-1390	Marianjoy Rehabilitation Hospital	2,270.75
82-CC-1392	Chicago, University of, Hospitals & Clinics	5,223.30
82-CC-1394	Honeywell, Inc.	2,090.40
82-CC-1396	Pitney Rowes, Inc.	65,514.00
82-CC-1398	St. Vincent Residential School	161.55
82-CC-1399	Answering Systems, Inc.	180.24
82-CC-1400	Eby, Don, Printing Co.	1,672.00
82-CC-1403	Holiday Inn — I57	70.25
82-CC-1404	Holiday Inn	51.73
82-CC-1405	Riel, Lesley	62.13
82-CC-1408	Motorola, Inc.	7,882.00
82-CC-1409	Motorola, Inc.	11,472.00
82-CC-1410	Metropolitan Sanitary District of Greater Chicago	588.00
82-CC-1415	Fanaipour, Siroos, M.D.	210.00
82-CC-1416	Swedish American Hospital Association, Inc.	2,113.08
82-CC-1418	Arnold Graphic Industries, Inc.	1,500.00
82-CC-1420	Howard Uniform Co.	294.80
82-CC-1428	Ashland Oil Co.	20.01
82-CC-1430	Howard Uniform Co.	2,398.05

82-CC-1432	Stovall Remodeling	3,400.00
82-CC-1435	Savin Corp.	155.00
82-CC-1436	S & S Builders Hardware Co.	300.00
82-CC-1437	S & S Builders Hardware Co.	2.75
82-CC-1439	Habib, James S., M.D.	139.00
82-CC-1440	Delta Air Lines, Inc.	1,038.00
82-CC-1441	De Paul University	125.00
82-CC-1443	South Genesee Street Trust	300.00
82-CC-1446	IBM	170.62
82-CC-1448	McCutchan Publishing Corp.	211.13
82-CC-1450	Arrow Medical Services	40.00
82-CC-1454	Little City Foundation	4,917.50
82-CC-1456	Little City Foundation	1,091.52
82-CC-1458	Little City Foundation	42.44
82-CC-1459	Riverside Medical Center	36.70
82-CC-1460	Riverside Medical Center	108.00
82-CC-1461	Riverside Medical Center	39.91
82-CC-1462	Quality Care	171.36
82-CC-1463	Scientific Games (Illinois), Inc.	5,525.60
82-CC-1474	Bethea, Katherine Shaw, Hospital	50.00
82-CC-1480	Anchor Office Supply Co.	241.90
82-CC-1482	Goodyear Tire & Rubber Co.	1,128.20
82-CC-1483	Chicago Sun-Times of Field Enterprises, Inc.	252.00
82-CC-1487	Oak Park Hospital	261.00
82-CC-1489	Howard Uniform Co.	815.15
82-CC-1490	Howard Uniform Co.	335.65
82-CC-1491	Howard Uniform Co.	95.90
82-CC-1494	Holiday Inn, Chicago, Lake Shore Drive	209.48
82-CC-1498	Howard Uniform Co.	3,788.05
82-CC-1499	Howard Uniform Co.	1,678.25
82-CC-1500	Howard Uniform Co.	863.10
82-CC-1501	Howard Uniform Co.	719.25
82-CC-1502	Howard Uniform Co.	479.50
82-CC-1505	Grove School, The	5,383.56
82-CC-1511	Central Telephone Co. of Illinois	30.71
82-CC-1514	Field & Shorb Co.	159.31
82-CC-1527	Cruz, Celeneida	106.84
82-CC-1529	St. Elizabeth Hospital of Danville, Illinois	181.00
82-CC-1530	Kimmel Auto Supply, Inc.	215.07
82-CC-1535	Holiday Inn, CSU	100.00
82-CC-1538	Springfield Hilton	25.00
82-CC-1539	Don, Edward & Co.	96.00

82-CC-1541	Holz, Kenneth A., D.D.S.	87.00
82-CC-1542	Holiday Inn, Urbana	43.10
82-CC-1543	Holiday Inn, Urbana	21.00
82-CC-1546	Deloitte Haskins & Sells	5,400.00
82-CC-1547	Rodriguez, Jose C., M.D.	16.00
82-CC-1551	Brown Schools, Inc.	12,867.40
82-CC-1552	Burton, Bradley E.	40.40
82-CC-1553	Olin Corp.	1,432.00
82-CC-1554	Microfilm Systems, Inc.	4,790.45
82-CC-1555	Illinois, University of, Board of Trustees of the	389.00
82-CC-1556	Illinois, University of	322.00
82-CC-1557	Illinois, University of, Board of Trustees of the	3,495.00
82-CC-1558	IBM	180.00
82-CC-1559	Firestone Truck Tire Center	708.00
82-CC-1560	Hinterlong, James E.	830.00
82-CC-1561	Rudolph, Laura	186.20
82-CC-1566	Adam, Folger, Co.	866.62
82-CC-1571	Urological Association of Belleville, Ill., Ltd.	1,300.00
82-CC-1572	Holiday Inn of East Peoria	26.25
82-CC-1573	Capitol Reporting Service, Inc.	200.30
82-CC-1574	Treister Orthopaedic Services, Ltd.	155.00
82-CC-1575	Koa, L.K. Chy, M.D.	52.50
82-CC-1576	Rehabilitation Institute of Chicago	1,378.60
82-CC-1577	MPH Industries, Inc.	128,084.50
82-CC-1578	Randall, Barbara J.	159.00
82-CC-1583	Hay Associates	1,299.29
82-CC-1596	Henson Plumbing & Heating	128.62
82-CC-1598	Arkansas Childrens Hospital	69.50
82-CC-1600	Tratt Clinic, S.C.	142.35
82-CC-1602	Champlin Petroleum Co.	21.03
82-CC-1604	St. Mary Hospital	4,178.26
82-CC-1607	Cunningham Children's Home	1,640.40
82-CC-1608	Hampton Business Machines Co.	28.20
82-CC-1609	Nick's SOS Garage, Inc.	270.30
82-CC-1615	Simplex Time Recorder Co.	174.50
82-CC-1624	Mecca International, Inc.	27.12
82-CC-1627	Monroe Systems for Business	30.00
82-CC-1630	Advance Process Supply Co.	21.10
82-CC-1633	Howard Uniform Co.	3,979.85
82-CC-1634	Helm, Dolores J.	95.25
82-CC-1638	Air Illinois, Inc.	58.00
82-CC-1641	Air Illinois, Inc.	120.00

82-CC-1642	Air Illinois, Inc.	240.00
82-CC-1643	Air Illinois, Inc.	240.00
82-CC-1644	Air Illinois, Inc.	60.00
82-CC-1648	Air Illinois, Inc.	462.00
82-CC-1654	University Neurosurgical Assoc., Inc.	407.00
82-CC-1655	Air Illinois, Inc.	243.00
82-CC-1656	Air Illinois, Inc.	252.00
82-CC-1657	Air Illinois, Inc.	132.00
82-CC-1661	Air Illinois, Inc.	132.00
82-CC-1664	Buller Fixture Co., Inc.	7,675.02
82-CC-1668	Wagner, Jama	56.50
82-CC-1671	YMCA Homemaker Program	1,234.96
82-CC-1672	Jackson County Health Department	10,507.00
82-CC-1673	Motorola, Inc.	8,652.00
82-CC-1677	Hedberg's Office Equipment	139.69
82-CC-1679	**Pearson, Robert** Dale	61.00
82-CC-1682	McGraw-Hill, Inc.	490.35
82-CC-1684	Alpha Transportation Co., Inc.	525.00
82-CC-1686	Misericordia Home South	200.48
82-CC-1689	Suthikant, Deja	2,070.00
82-CC-1693	Land of Lincoln Goodwill Industries, Inc.	426.19
82-CC-1701	Howard Uniform Co.	1,726.20
82-CC-1702	Howard Uniform Co.	959.00
82-CC-1703	American Airlines, Inc.	248.00
82-CC-1705	Wood River Township Hospital	6,209.70
82-CC-1706	Springfield, City of	439.38
82-CC-1707	Springfield, City of	2,231.00
82-CC-1710	American Airlines, Inc.	69.00
82-CC-1712	American Airlines, Inc.	225.00
82-CC-1717	Veal, Howard R., Sr.	279.44
82-CC-1718	Bethea, Katherine Shaw, Hospital	3,548.17
82-CC-1720	Rhythm Band, Inc.	31.50
82-CC-1722	Illinois Bell Telephone Co.	2,480.95
82-CC-1727	Accurate Partitions Division	710.00
82-CC-1728	West Publishing Co.	176.80
82-CC-1731	Eastman Kodak Co.	358.40
82-CC-1733	Mt. Vernon Register-News	68.54
82-CC-1734	More, Angus S., Jr.	33.02
82-CC-1735	Lincoln College	950.00
83-CC-1751	Griffith, William F.	85.50
82-CC-1753	Siemens Gammasonics, Inc.	21.30
82-CC-1757	Schoen, Jerome E., D.D.S., M.S., P.C.	250.00

82-CC-1760	Motorola, Inc.	4,944.00
82-CC-1761	Tepper Electric Supply Co.	836.50
82-CC-1767	Snap-On-Tools	19.60
82-CC-1769	Durian, Pedro T., M.D., S.C.	1,310.00
82-CC-1770	Rolm of Illinois	1,045.00
82-CC-1771	Springfield, City of	22.23
82-CC-1774	Eells, Carolyn	50.00
82-CC-1778	Anchor Office Supply Co.	8.46
82-CC-1785	Anchor Office Supply Co.	408.52
82-CC-1797	Xerox Corp.	2,403.03
82-CC-1799	Xerox Corp.	396.24
82-CC-1800	Xerox Corp.	2,967.18
82-CC-1801	Xerox Corp.	348.15
82-CC-1806	Central Office Equipment Co.	8,561.75
82-CC-1812	Aircall Communications, Inc.	154.00
82-CC-1813	Dennison Kybe Corp.	168.05
82-CC-1814	Bates, Richard K., Law Offices of	200.00
82-CC-1815	ESFS, Inc.	15.23
82-CC-1817	Hunt, Philip A., Chemical Corp.	366.90
82-CC-1819	Northern Illinois Gas Co.	4,813.79
82-CC-1820	Perkins, Oral W.	15.00
82-CC-1821	Dorsey, Rebecca	15.00
82-CC-1824	Lake Bluff/Chicago Homes for Children	2,313.66
82-CC-1825	Howard Uniform Co.	2,700.35
82-CC-1826	Howard Uniform Co.	2,801.60
82-CC-1827	Howard Uniform Co.	2,252.95
82-CC-1828	Howard Uniform Co.	2,230.40
82-CC-1833	Advance Uniform Co.	508.90
82-CC-1844	Motorola, Inc.	7,416.00
82-CC-1851	American District Telegraph Co.	887.00
82-CC-1852	American Decal & Mfg. Co.	6,156.00
82-CC-1853	Sheraton Twin Towers Hotel Corp.	378.40
82-CC-1858	Ridgeview Pavilion, Inc.	27,202.55
82-CC-1859	Kaleidoscope, Inc.	1,823.28
82-CC-1860	U.S. Corrugated-Fibre Box Co.	2,875.58
82-CC-1864	Howard Uniform Co.	95.90
82-CC-1865	Howard Uniform Co.	287.70
82-CC-1867	Hewlett Packard	4,450.00
82-CC-1868	Midwest Visual Equipment Co., Inc.	179.95
82-CC-1874	Chicago Services for Work & Rehabilitation	175.00
82-CC-1878	Tran, Binh Lam	1,550.00
82-CC-1883	Corn Belt Electric Cooperative, Inc.	838.10

82-CC-1887	Lederman, Sam	1,335.60
82-CC-1889	Xerox Corp.	205.75
82-CC-1890	Xerox Corp.	296.00
82-CC-1891	Xerox Corp.	145.13
82-CC-1892	Xerox Corp.	78.19
82-CC-1896	Xerox Corp.	33.60
82-CC-1898	General Electric Co.	770.00
82-CC-1901	General Electric Co.	23,950.00
82-CC-1902	General Electric Co.	390.00
82-CC-1903	General Electric Co.	1,144.00
82-CC-1904	General Electric Co.	770.00
82-CC-1905	General Electric Co.	1,160.00
82-CC-1907	General Electric Co.	1,878.00
82-CC-1908	General Electric Co.	13,200.00
82-CC-1910	Camelot Radiology Assoc., Ltd.	81.00
82-CC-1912	Rehabilitation Institute of Chicago	1,371.50
82-CC-1926	Thonet Industries, Inc.	4,347.34
82-CC-1927	Metropolitan Sanitary District of Greater Chicago	180.00
82-CC-1930	Huttenbauer, E. & Son	454.02
82-CC-1937	McGowan, Hugh D., M.D.	210.00
82-CC-1938	Howard Uniform Co.	383.60
82-CC-1939	Howard Uniform Co.	575.40
82-CC-1940	Howard Uniform Co.	479.50
82-CC-1941	Howard Uniform Co.	1,885.15
82-CC-1942	Howard Uniform Co.	527.45
82-CC-1943	Howard Uniform Co.	1,006.95
82-CC-1944	Howard Uniform Co.	719.25
82-CC-1945	Howard Uniform Co.	713.30
82-CC-1946	Howard Uniform Co.	1,015.00
82-CC-1947	Howard Uniform Co.	145.00
82-CC-1948	Howard Uniform Co.	4,277.50
82-CC-1951	Anchor Office Supply Co.	88.40
82-CC-1952	Anchor Office Supply Co.	121.00
82-CC-1958	American Correctional Association	42.00
82-CC-1961	Jayasanker, M.R., M.D.	280.00
82-CC-1967	Roosevelt Chair & Supply Co.	693.75
82-CC-1968	Janesville Orthopaedic Surgery Croup	80.00
82-CC-1974	Curry Court Reporting Agency, Inc.	35.60
82-CC-1976	Sandler & Sons Dental Supply	18.00
82-CC-1989	D & S Foods	87.82
82-CC-1992	Motorola, Inc.	3,708.00

82-CC-1993	Motorola, Inc.	3,708.00
82-CC-1996	Kennedy-King College	153.00
82-CC-1997	Great A & P Tea Co., The	34.34
82-CC-1998	Brown Schools, Inc.	7,692.87
82-CC-1999	Public Property, Department of	1,044.07
82-CC-2001	Shadid, George P., Sheriff of Peoria County	300.00
82-CC-2002	Vonachen Industrial Supplies, Inc.	400.00
82-CC-2004	Howard Uniform Co.	767.20
82-CC-2005	Howard Uniform Co.	335.65
82-CC-2006	Howard Uniform Co.	2,700.35
82-CC-2007	Howard Uniform Co.	2,088.95
82-CC-2008	Howard Uniform Co.	407.60
82-CC-2009	Howard Uniform Co.	671.30
82-CC-2010	Howard Uniform Co.	287.70
82-CC-2011	Milton Reporting, Inc.	121.27
82-CC-2016	Early Realty Co.	800.00
82-CC-2019	Motorola, Inc.	1,318.00
82-CC-2020	Tech Electronics, Inc.	16,623.00
82-CC-2024	Desaulniers & Co.	10,313.10
82-CC-2031	Excepticon of Illinois, Inc.	4,349.50
82-CC-2034	Motorola, Inc.	24,720.00
82-CC-2050	Riverside Radiologists	42.50
82-CC-2052	Great A & P Tea Co., The	195.09
82-CC-2055	Upjohn Healthcare Services, Inc.	1,668.78
82-CC-2061	Air Illinois, Inc.	132.00
82-cc-2062	Illinois Bell Telephone Co.	643.29
82-CC-2063	Caldwell, Rose	24.25
82-CC-2064	Sivertsen, Bolliger & Assoc.	494.80
82-CC-2065	Floberg, Goldie B., Center for Children	416.00
82-CC-2066	Long, Gerald H., D.V.M.	200.00
82-CC-2070	Moyer, William G.	45.00
82-CC-2071	Kelly, Dennis M.	284.73
82-CC-2074	Springfield, City of	4,835.16
82-CC-2076	Kaufman, Pauline S.	144.05
82-CC-2078	Retamal, Flor	1,548.00
82-CC-2081	Kroll's, Inc.	1,020.00
82-CC-2082	Motorola, Inc.	5,900.00
82-CC-2084	Motorola, Inc.	2,950.00
82-CC-2085	Nevada, University of	131.95
82-CC-2089	Door Systems of Alsip	717.00
82-CC-2092	Marathon Oil Co.	19.90
82-CC-2108	Henderson, County of	977.66

82-CC-2113	Town & Country Travel, Inc.	150.00
82-CC-2114	Chicago Medical Equipment Co.	2,900.00
82-CC-2119	Easter Seal Society of Metropolitan Chicago, Inc.	4,633.00
82-CC-2120	Motorola, Inc.	266,851.00
82-CC-2129	Ravenswood Hospital Medical Center	2,805.50
82-CC-2130	Ravenswood Hospital Medical Center	5,207.65
82-CC-2131	K's Merchandise Mart	35.82
82-CC-2132	K's Merchandise Mart	26.94
82-CC-2133	K's Merchandise Mart	34.82
82-CC-2134	K s Merchandise Mart	72.45
82-CC-2135	K's Merchandise Mart	26.94
82-CC-2136	Melvin Star Super Market	466.94
82-CC-2139	Sangamon State University	1,014.92
82-CC-2141	Boone County Council on Aging	1,997.96
82-CC-2142	Ward, Clarence V., Dr.	33.00
82-CC-2144	Howard Uniform Co.	764.25
82-CC-2145	Interroyal Corp.	20,145.00
82-CC-2148	Jackson, Gregory A.	295.00
82-CC-2150	General Electric Medical Systems	437.50
82-CC-2157	Howard Uniform Co.	2,629.90
82-CC-2158	Kramer, Jeffrey, M.D.	5.00
82-CC-2159	Kroger #642	377.07
82-CC-2160	Marion Memorial Hospital	120.00
82-CC-2166	McGrath Office Equipment, Inc.	60.00
82-CC-2167	Dimas, Louis	710.00
82-CC-2168	Dimas, Louis	5,170.00
82-CC-2169	Di Carlo Meat Co.	1,020.00
82-CC-2175	Rungaitis, Joseph	610.10
82-CC-2177	Bismarck Hotel	65.46
82-CC-2180	Kennedy, Lt. Joseph P., Jr., School for Exceptional Children	1,028.82
82-CC-2186	Spitzer's Office Interiors, Inc.	140.00
82-CC-2187	Spitzer's Office Interiors, Inc.	140.00
82-CC-2188	Spitzer's Office Interiors, Inc.	98.75
82-CC-2192	Howard Uniform Co.	764.25
82-CC-2193	Byrd-Lewis, Cheryl L.	450.00
82-CC-2194	Roseberg, Sneed & Brooks, Assoc.	27.00
82-CC-2197	Atlantic Richfield	235.03
82-CC-2199	Atlantic Richfield	37.67
82-CC-2201	Atlantic Richfield	7.75
82-CC-2202	Atlantic Richfield	20.44

82-CC-2203	Atlantic Richfield	197.10
82-CC-2207	Wallace Business Forms, Inc.	456.80
82-CC-2213	Stop-N-Shop	980.48
82-CC-2214	Beverly Farm Foundation	8,566.02
82-CC-2221	Ahuile, Sonia	1,548.00
82-CC-2222	Tran, Vy V.	178.00
82-CC-2223	Air Illinois, Inc.	130.00
82-CC-2225	Howard Uniform Co.	191.80
82-CC-2226	Howard Uniform Co.	149.70
82-CC-2227	Howard Uniform Co.	335.65
82-CC-2228	Howard Uniform Co.	326.40
82-CC-2229	Howard Uniform Co.	316.50
82-CC-2230	Howard Uniform Co.	767.20
82-CC-2231	Howard Uniform Co.	911.05
82-CC-2232	Howard Uniform Co.	483.40
82-CC-2233	Howard Uniform Co.	326.40
82-CC-2234	Howard Uniform Co.	49.90
82-CC-2235	Rock Island County Health Department	420.00
82-CC-2236	**Dunlap, Laurence** M.	124.00
82-CC-2240	Trans World Airlines, Inc.	198.00
82-CC-2247	Howard Uniform Co.	3,006.45
82-CC-2249	Nelson Brothers Furniture Corp.	83.94
82-CC-2252	Associated Service & Supply Co.	2,415.00
82-CC-2253	Glenkirk Association for the Retarded	1,100.00
82-CC-2254	**Henriksen, David** K.	125.00
82-CC-2261	Keene Corp.	926.40
82-CC-2262	Environmental Enhancement, Inc.	564.00
82-CC-2267	Warning Lites of Illinois, Inc.	173.04
82-CC-2268	Giltspur Expo Industries, Ltd.	81.11
82-CC-2269	Weber Hilmer & Johnson, Inc.	589.02
82-CC-2270	Power, Edmond, Agency	825.00
82-CC-2272	Chicago Service Parking	1,120.00
82-CC-2277	Institute of Logopedics	1,850.00
82-CC-2281	Lutheran Social Services of Illinois	6,000.00
82-CC-2282	Lutheran Social Services of Illinois	2,127.06
82-CC-2283	Lutheran Social Services of Illinois	1,096.86
82-CC-2285	Cherry's Service Station	135.00
82-CC-2288	Federal Laboratories	532.60
82-CC-2289	Wrecked Cars, Inc.	900.00
82-CC-2296	Lawrence, R.D., Construction Co.	2,300.74
82-CC-2300	Roytype Division of Royal Business Machines	62.88
82-CC-2301	Folletts Book Nook	53.30

82-CC-2303	Phillips Petroleum Co.	20.40
82-CC-2308	Howard Uniform Co.	2,139.90
82-CC-2323	Amakyi, John O.H., Jr.	52.26
82-CC-2328	Hines, Terrence H.	50.00
82-CC-2329	Root, Mary F.	58.93
82-CC-2333	S & L Motor Parts, Inc.	465.00
82-CC-2348	Cao, Tri Minh	2,812.50
82-CC-2355	Riverside Medical Center	80.00
82-CC-2357	Globe Book Co.	918.08
82-CC-2369	Moline Public Hospital	129.75
82-CC-2373	Law Enforcement Equipment Co.	3,220.00
82-CC-2375	Bell & Howell, Mamiya Co.	42.31
82-CC-2379	Geline, Richard A.	50.00
82-CC-2384	Kishwaukee College	474.95
82-CC-2387	Aqua Towing, Inc.	260.00
82-CC-2392	Texaco, Inc.	4.25
82-CC-2393	Texaco, Inc.	8.50
82-CC-2394	Texaco, Inc.	8.29
82-CC-2400	Texaco, Inc.	226.71
82-CC-2402	Texaco, Inc.	23.54
82-CC-2403	Texaco, Inc.	19.98
82-CC-2404	Texaco, Inc.	9.98
82-CC-2405	Texaco, Inc.	21.15
82-CC-2406	Texaco, Inc.	16.22
82-CC-2409	Texaco, Inc.	167.78
82-CC-2410	Texaco, Inc.	10.24
82-CC-2411	Texaco, Inc.	4.99
82-CC-2412	Texaco, Inc.	4.04
82-CC-2418	Texaco, Inc.	11.68
82-CC-2419	Texaco, Inc.	4.25
82-CC-2421	Koziol, Josephine A.	171.00
82-CC-2429	Springfield, City of	817.38
82-CC-2430	Chapman & Cutler	7,300.00
82-CC-2454	Ross, Touche & Co.	35,666.00
82-CC-2476	Doan, Trang	1,800.00
82-CC-2493	Erlinger Construction Co.	15,196.28

STATE COMPTROLLER ACT
REPLACEMENT WARRANTS
FY 1982

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. 1981, ch. 15, par. 210.10, to request a replacement warrant may file an action in the Court of Claims for payment.

77-CC-0358	Rice, Mariam	$ 188.16
78-CC-1472	Wenonah, Village of	78.23
81-CC-1263	Rowell, G., Dr.	207.00
81-CC-1264	Rowell, G., Dr.	45.00
81-CC-1575	Plewa, Karen	24.85
81-CC-1741	Lifonti, Ruby L.; Danno, Theresa; Mazzone, George; & Mazzone, James	9,243.49
81-CC-2078	Papson, George Angela	150.00
81-CC-2090	Gesualdo, Frank A.	113.82
81-CC-2099	Frendreis, James A.	28.50
81-CC-2104	Szymik, C., M.D.	198.00
81-CC-2136	Altpeter, H.R., Jr.	72.74
81-CC-2162	Grano, Carmella R.	20.00
81-CC-2164	Dobbs, Robert L. & Mary	63.00
81-CC-2262	Abram, Donald	7,755.27
81-CC-2281	Eagle Bus Lines, Inc.	262.47
81-CC-2361	Maryville, Village of	2,850.02
81-CC-2385	United States of America	20,283.01
81-CC-2390	Keneipp, Kelly	15.22
81-CC-2438	Tefteller, George E.	2,611.83
81-CC-2439	Parato, Elizabeth A.	128.09
81-CC-2440	Stewart, Ethel C.	4,318.52
81-CC-2459	Ohlson, Elder Clifton	200.32
81-CC-2510	Meyer, Joseph A.	1,464.96
81-CC-2568	Brookshire, Thomas A. & Jo A.	53.38
81-CC-2572	Jansen, Karen A.	18.96
81-CC-2638	Draffkorn, Paul S.	17.67
81-CC-2663	Lamell, Gabriella Starker	19.20
81-CC-2716	Teachers' Retirement System of the State of Illinois	302.82
81-CC-2717	Smoler Brothers, Inc.	20,238.43

81-CC-2743	Burton, Leon F.	20.00
81-CC-2745	Fund 607%Fair Employment Practices	144.08
81-CC-2753	McKenna, John	45.41
81-CC-2757	Clemans, Kermit G.	91.70
81-CC-2774	Kelly, Larry A.	128.49
81-CC-2793	Peoples Gas Light & Coke Co.	1,559.78
81-CC-2821	Robinson, Linda Marie	175.21
81-CC-2822	Burroughs Corp.	153.00
81-CC-2828	Keys, David G. & Shirley K.	58.98
81-CC-2831	Jefferson State Bank	368.56
81-CC-2850	Galichio, Rocco & Laverne	61.77
81-CC-2876	Lymas, George A.	102.72
81-CC-2881	Polk, Sylvia A.	184.10
81-CC-2910	Continental Bank	12,695.16
82-CC-0031	Stewart, Linda	631.36
82-CC-0034	Elmhurst National Bank	130.85
82-CC-0037	Rumley, Alan N. & Patricia	359.76
82-CC-0051	Travis Realty Co.	1,032.00
82-CC-0053	Georgiou, Dimitrios C., M.D.	596.96
82-CC-0054	Christakes, John G.	243.55
82-CC-0067	Nicaris, William G. & Mae R.	26.96
82-CC-0151	Uphoff, C. John	49.00
82-CC-0184	Yergler, Roy S. & LaVonne A.	1,500.00
82-CC-0187	Hamilton, Robert E.	15.26
82-CC-0193	Reinold, Barbara J.	24.21
82-CC-0199	Ackerman, Diane S.	77.48
82-CC-0202	Hobbs, David & Mitzi	38.74
82-CC-0203	Newton, Rosemary C.	19.68
82-CC-0205	Kestufaskie, James M.	40.13
82-CC-0211	Simpson, James E.	25.38
82-CC-0220	Burres, Mike R.	25.00
82-CC-0263	Rogers Radio Communication Services	6,387.75
82-CC-0314	Peoria County, Treasurer of	60,000.00
82-CC-0329	Brill, John C.	15.76
82-CC-0345	Russo, John A. & Mary T.	14.40
82-CC-0346	Martin, Cathlyn J.	12.55
82-CC-0347	Schachter, Henry M. & Revelle S.	63.00
82-CC-0348	Turlek, Stephen A.	472.82
82-CC-0377	Jennette, Bernard P. & Ann W.	24.09
82-CC-0378	Mavis, Sharon	19.35
82-CC-0383	Richardson, Patricia A.	60.87
82-CC-0401	Mostafa, Mahmoud Fatma	85.00

82-CC-0439	Steele, Lucille	25.43
82-CC-0445	Meyer, Martha A.	226.83
82-CC-0461	Minooka, Village Treasurer of	1,197.76
82-CC-0468	Bauer, E. Girard	2,661.68
82-CC-0500	Minooka, Village Treasurer of	1,236.78
82-CC-0511	Corrections, Department of, Fund 647	150.00
82-CC-0516	Schafer, Delos M. & Jayne D.	525.15
82-CC-0522	Cullison, Charles W. & Joyce A.	241.43
82-CC-0530	White, Herbert C. & Co.	1,259.36
82-CC-0532	Davis, Lamont, Sr.	25.03
82-CC-0533	Early Childhood Development Center	1,491.00
82-CC-0547	Huber, Timothy J. & Pamela S.	408.77
82-CC-0587	Summit Park District	3,506.88
82-CC-0594	Schuster, Janice	5.15
82-CC-0605	Dinger, E. Harold	351.92
82-CC-0638	Lietz, Frances	58.41
82-CC-0639	Lietz, Frances	42.68
82-CC-0640	Kozma, Joseph J., M.D.	50.00
82-CC-0660	Kil-Bar Electric Co., Division of	12,291.22
82-CC-0729	Stadium View, Inc.	3,183.04
82-CC-0731	Laury's Discount Records	83.14
82-CC-0732	Laury's Discount Records	250.12
82-CC-0764	Brookwood Healthcare Centre, Inc.	31.99
82-CC-0776	Alfrejd, Edna H.	85.29
82-CC-0900	Cole, Robert Ora M.	50.32
82-CC-0902	Richards, Ada A.	324.60
82-CC-1164	Ottenbacher, Monnie L.	156.55
82-CC-1229	Dimare, Sheila Mulcahy	4,177.67
82-CC-1444	Hall, Joe & Barbara	98.06

PRISONERS AND INMATES—
MISSING PROPERTY CLAIMS
FY 1982

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.

77-CC-0325	Matthews, Greg	$ 100.00
78-CC-0256	Pierce, Gregory	146.00
78-CC-0649	Thomas, John	102.95
78-CC-1045	Baysa, Larry L.	45.00
78-CC-2103	Ambrose, Darris L.	25.00
79-CC-0934	Croom, Nathaniel	125.00
80-CC-0271	Bach, Debra	100.00
80-CC-1265	Gilyard, Malinda	1,500.00
80-CC-1344	Hoard, Charles Stephen	90.00
80-CC-1481	Cook, H.	39.00
80-CC-2050	Harris, Larry	19.00
81-CC-0166	Evert, Roy	50.00
81-CC-0382	Sherrod, Perry	75.00
81-CC-0397	Bolls, Lillie Mae	82.46
81-CC-0427	Preston, Henry	25.00
81-CC-0429	Hamilton, James	45.00
81-CC-0445	West, Richard	18.87
81-CC-0446	Dumas, James	255.00
81-CC-0451	Hanson, Gary A.	48.95
81-CC-0465	Bell, James	75.00

81-CC-0635	Daniel, Lavurne X.	1,856.69
81-CC-0639	Mosley, Ronald	161.23
81-CC-0773	Prater, A.	70.00
81-CC-0774	Bland, James	20.00
81-cc-1008	Holland, Edward	200.00
81-CC-1087	Beacham, Reginald L.	150.00
81-CC-1131	Guillen, Jose	175.00
81-CC-1347	Isaac, William	25.00
81-CC-1830	Jenkins, Harry	155.00
81-CC-1956	Young, James W.	35.00
81-CC-1971	Bland, Alexander	200.00
81-cc-1991	Smith, Johnny	16.00
81-cc-2189	Washington, Charles	103.50
81-CC-2447	Brown, Douglas	30.00
81-CC-2504	Zuniga, Carlos	175.00
81-CC-2633	Wilson, Clarence Eugene	75.00
82-CC-0063	Anderson, David	100.00
82-CC-0198	Williams, Willie	150.00
82-CC-0274	Wilson, Clarence Eugene	100.00
82-CC-0381	Wilson, Clarence Eugene	40.00
82-CC-0443	Willis, Henry	25.00
82-cc-1106	Church, Michael K.	25.00
82-cc-1194	Brown, Kevin L.	79.95
82-CC-1628	Hayes, Clarence	26.25
82-CC-2312	Hobson, Willie J.	168.00

STATE EMPLOYEES' BACK SALARY CASES
FY 1982

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.

6623	Childs, Judson T.	$ 105.56
76-CC-1306	Dillon, Alyce	765.15
76-CC-1322	Pakulski, Elvira	873.28
76-CC-2486	Cunningham, Richard D.	945.20
77-CC-0349	Washington, Dale	23.36
77-CC-0350	Graham, Mary	147.96
77-CC-0351	Harris, Hazel	38.19
77-CC-0443	Ray, Mona	56.15
77-CC-1619	Neal, Pamela	232.79
77-CC-1655	Wilson, Sharon (Brock)	234.99
77-CC-1656	Anderson, Debra	248.43
77-CC-2044	Cargile, John K., Jr.	3,079.77
77-CC-2167	Earley, Minnie	353.59
78-CC-0188	Osterholm, Alma	204.03
78-CC-0193	Kerr, Joan	221.94
78-CC-0283	Illinois Nurses' Association	5,734.29
78-CC-0353	Illinois Nurses' Association	51,838.32
78-CC-0403	Chowaniak, Kathryn	250.09
78-CC-0607	Winks, Robert	154.80
78-CC-0919	Kiltz, Walter K.	8,273.97
78-CC-0969	Tanovic, Becir	4,592.16
78-CC-1179	Martinez, Richard	460.28
78-CC-1462	Padgett, Francis E.	151.27
78-CC-1874	Stewart, Charles	2,852.08
78-CC-2184	Bowen, Ruth A.; Bubb, Irene C.	202.83
78-CC-2185	Halm, Janet	182.37
79-CC-0119	Childress, Jack	57.34
79-CC-0253	Alberti, Thomas	2,883.10
79-CC-0254	Miechowicki, Christine	1,773.58

79-CC-0255	Daily, Johnie	1,872.66
79-CC-0353	Bowles, Thomas	498.75
79-CC-0354	McDonough, Lawrence	528.63
79-CC-0614	Richardson, Carl	28.39
79-CC-0694	Wrightsell, James	4,590.05
80-CC-0067	Gupta, Vinod K.	34,244.57
80-CC-0113	Crawford, John	351.80
80-CC-0156	Meyer, Alice R.	123.83
80-CC-0181	Bohm, Judith L.	1,287.55
80-CC-0211	Bishop, Edna Mae	133.76
80-CC-0218	Sullivan, Mildred F.	137.94
80-CC-0224	Schachtele, Jewell	17.88
80-CC-0424	Shull, Violet V.	379.26
80-CC-0447	Giannini, Richard	20,016.97
80-CC-0467	Jackson, Virginia	1,571.14
80-CC-0541	Book, Zelma Z.	153.56
80-CC-0614	Bergman, Carolyn	180.89
80-CC-0681	Stoker, Sharla J.	209.06
80-CC-0784	Mersch, Angelyn	36.38
80-CC-0872	Cowan, Mike A.	42.26
80-CC-0876	Mueller, Robert H.	227.38
80-CC-0906	Wagy, Steve	111.18
80-CC-0962	Ball, Beverly A.	124.29
80-CC-1104	Hammack, Bruce C.	184.37
80-CC-1589	Canup, Mary L.	102.83
80-CC-1590	Canup, Mary A.	93.57
80-CC-1641	Stubbs, Charles	253.26
80-CC-1642	Martin, Butha	197.07
80-CC-1734	Ribbe, Larre Lea	466.83
80-CC-1763	Jackson, Agnes S.	48.26
80-CC-2109	Eddings, Jean	164.39
81-CC-0032	Cox, Mary S.	243.42
81-CC-0197	Santiago, Gracie	223.33
81-CC-0198	Hanley, Patricia	385.13
81-CC-0200	Allen, Janice	324.56
81-CC-0304	Behler, Rose Marie	39.94
81-CC-0310	Lesh, Donald	539.33
81-CC-0435	Montgomery, Charles S.	366.71
81-CC-0490	Horn, Robert E.	277.62
81-CC-0491	Sackett, Claudette	393.02
81-CC-0556	Phares, Marjorie J.	171.84
81-CC-0561	Ramsey, Georgia Ann	119.27

81-CC-0562	Sheets, Joann	175.82
81-CC-0571	Fitton, Mildred	93.37
81-CC-0574	Artze, Jessie	90.04
81-CC-0657	Mathew, Elizabeth	162.06
81-CC-0660	Jones, Loretta	52.58
81-CC-0687	Waters, Yvonne E.	55.98
81-CC-0707	Tinsman, Randy	712.49
81-CC-0756	Weaver, Minnie L.	49.20
81-CC-0758	Lee, Andrew, Jr.	202.88
81-CC-0759	Williams, Beverly	113.57
81-CC-0779	Pruitt, Lawrence	340.45
81-CC-0866	Hudgens, Geneva	40.76
81-CC-0868	Planch, Alvin A.	20.98
81-CC-0890	Landes, Diana L.	666.70
81-CC-0996	Jannink, Donald J.	626.98
81-CC-1015	Gibellina, Michael	179.65
81-CC-1086	Lutker, Jerry L.	649.18
81-CC-1121	Sandusky, Allen	929.01
81-CC-1149	Beranek, Junior B.	160.95
81-CC-1172	Tillis, Thomas L.	120.15
81-CC-1186	Wilton, Karen	460.96
81-CC-1219	Bonow, Martin	242.31
81-CC-1228	Foster, Jerome	2,364.57
81-CC-1233	Jones, Lexaus C.	984.39
81-CC-1335	Lambert, Freddie	607.15
81-CC-1354	Mitchell, Mary	9,903.70
81-CC-1393	Adams, Mary J.	91.67
81-CC-1434	McDonald, Barbara J.	590.76
81-CC-1450	Smith, Jay G.	137.13
81-CC-1452	Sandy, David O.	704.28
81-CC-1531	Parke, Sandra	1,004.52
81-CC-1543	Shaw, Donald Denton	1,205.74
81-CC-1551	LaMore, Leona	54.52
81-CC-1553	Herron, Fred, Jr.	35.80
81-CC-1556	Vycital, Ronald S.	186.06
81-CC-1577	Hopson, Derrick	15.86
81-CC-1599	Kolba, James R.	77.19
81-CC-1604	Jose, Deatra A.	186.10
81-CC-1613	Walters, Wilbert	218.51
81-CC-1653	Fults, Myron Kenneth	81.18
81-CC-1731	Dorner, David	41,584.95
81-CC-1755	Hummel, Ruth	287.37

81-CC-1803	Schillace, Linda	65.70
81-CC-1837	Eades, Mary Patricia	207.47
81-CC-1858	Smock, Carol	121.80
81-CC-1859	Casper, Shirley J.	110.73
81-CC-1860	Carruthers, Bill	4,311.80
81-CC-1868	Quinlan, John	537.38
81-CC-1870	Scott, Ralph, Jr.	161.47
81-CC-1927	Collins, Suzanne	189.23
81-CC-2014	Martin, Butha	459.85
81-cc-2021	Mathews, Arlene K.	100.24
81-CC-2023	Mathias, Pauline L.	300.94
81-CC-2024	Brewer, Georgie M.	274.94
81-CC-2025	Adams, Betty J.	268.40
81-CC-2032	Miller, Mary E.	582.17
81-CC-2033	Barker, Susan	770.27
81-CC-2036	Claiborne, Wanda	63.64
81-CC-2041	Frazier, Doris J.	553.07
81-CC-2063	Hemp, Barbara L.	90.94
81-cc-2111	Cain, Ronald, Sr.	710.65
81-CC-2124	Parker, Norma Jane	2,079.50
81-CC-2155	McCoy, Karen M.	76.50
81-CC-2156	Cohen, Davis S., Estate of	127.69
81-CC-2174	Burchard, Cole E.	161.39
81-CC-2182	Ivkovich, Vladimir	420.15
81-CC-2202	Adams, Edna P.	213.19
81-CC-2204	Hohmann, John M.	195.02
81-CC-2268	McNair, Mattie L.	217.97
81-CC-2279	Potempa, Edward Walter	588.93
81-CC-2302	Formiller, John	1,043.61
81-CC-2318	Buescher, Edward L.	1,114.56
81-CC-2410	Woywod, George	333.45
81-CC-2467	Loughnane, Laurel	517.38
81-CC-2470	Hicks, Charlene A.	623.87
81-CC-2498	Thorburg, Dennis D.	1,586.24
81-CC-2506	Koval, Michael A.	388.80
81-CC-2517	Williams, David	83.99
81-CC-2527	Nichols, Charles	5.73
81-CC-2528	Nass, Barry	9.56
81-CC-2529	Mollet, Kenneth	.93
81-CC-2530	McKinney, Terry	1.91
81-CC-2531	Klienman, John	6.35
81-CC-2532	Janeway, Thomas	3.82

81-CC-2533	Finley, Albert	6.44
81-CC-2534	Doolin, Ronald	7.34
81-CC-2535	Davis, Guy, Sr.	13.38
81-CC-2536	Davis, Edward	2.87
81-CC-2537	Daniels, Donald	3.83
81-CC-2538	Bates, Donald	8.60
81-CC-2539	Williams, Charles	4.78
81-CC-2540	Sullivan, Rickie	5.73
81-CC-2541	Marston, Mark	2.50
81-CC-2542	Madigan, Harold	10.97
81-CC-2543	McGee, Robert	8.60
81-CC-2544	King, Gale Allen	12.42
81-CC-2545	Gleason, Donn	2.77
81-CC-2546	Crowe, William	33.45
81-CC-2547	Brown, E. Pauline	28.00
81-CC-2548	Gosda, Danny	14.72
81-CC-2549	Fricke, Richard	5.51
81-CC-2550	Frakes, Donald A.	44.46
81-CC-2551	Coop, Alvin	2.87
81-CC-2552	Chockley, Verne	60.50
81-CC-2553	Boateng, James	25.72
81-CC-2554	Bertolino, Thomas	63.29
81-CC-2555	Barry, James	50.48
81-CC-2556	Barr, Lydia	9.56
81-CC-2557	Arulfo, Oscar	54.23
81-CC-2578	Grandberry, Carolyn	30.55
81-CC-2579	Hardin, Katherine B.	39.67
81-CC-2588	Shelton, Sharon	8.60
81-CC-2589	Radespiel, Walter	40.15
81-CC-2590	Podbelsek, Leslie J.	11.04
81-CC-2591	Mizeur, Paula	2.75
81-CC-2592	Meyer, Stephanie	2.68
81-CC-2593	Martin, Guy	2.87
81-CC-2594	Marston, Daniel	11.47
81-CC-2595	Lord, Jimmy	28.68
81-CC-2596	Kurtock, Charles W.	86.98
81-CC-2597	Hilton, Jeanne A.	2.87
81-CC-2598	Winter, Clark	21.03
81-CC-2599	Williams, Mary	58.31
81-CC-2600	White, Michael A.	15.30
81-CC-2601	Vogel, Donald	15.30
81-CC-2602	Stacey, Donald J.	9.45

81-CC-2603	Matthews, Larry	13.38
81-CC-2604	Mallekoote, Rex A.	2.87
81-CC-2605	Leesman, Virgil	98.46
81-CC-2606	Hinman, Sharon	22.94
81-CC-2607	Evans, James N.	46.84
81-CC-2608	Young, David	9.56
81-CC-2609	Williams, Gloria	.96
81-CC-2610	Van Pelt, Robert	2.87
81-CC-2611	Robbins, Larry	10.70
81-CC-2612	Richner, Frances	2.75
81-CC-2613	Phillips, Robert	13.07
81-CC-2614	Janssen, Richard	10.21
81-CC-2615	Golden, James	1.83
81-CC-2616	Fane, Willie	7.35
81-CC-2617	Ewing, Derek	9.56
81-CC-2619	Franklin, Mary	7.24
81-CC-2620	Foster, Herman	52.35
81-CC-2621	Johnson, Prinnie	9.31
81-CC-2622	Williams, West	43.25
81-CC-2623	Williams, Lou	19.01
81-CC-2624	Williams, Minnie L.	10.86
81-CC-2625	Gipson, Gracie	2.89
81-CC-2634	Hays, Esther	7.00
81-CC-2635	Thomas, Barbara	37.89
81-CC-2636	Mitchelle, Doris J.	39.04
81-CC-2637	Tallant, Sharon Veldhuizen	76.45
81-CC-2648	Simmons, Anne	5.51
81-CC-2649	Smith, Velma	1.42
81-CC-2650	Mackey, Rosie	50.41
81-CC-2652	Taylor, Montene	41.56
81-CC-2659	Wells, Marian	58.52
81-CC-2666	Rhodes, Earl	10.17
81-CC-2675	Klein, Donald Charles	498.88
81-CC-2678	Whitehead, Willie	30.70
81-CC-2679	Parker, Pearlean	77.62
81-CC-2680	Robinson, Mattie	31.79
81-CC-2681	Moses, Annie Mae	9.19
81-CC-2682	Allen, Rosie Lee	12.27
81-CC-2702	Mackey, Roosevelt	42.33
81-CC-2703	Rankin, Betty	99.43
81-CC-2708	Washington, Caldonia	7.54
81-CC-2724	Armour, Anthony	52.58

81-CC-2725	Britt, John	20.79
81-CC-2726	Sullivan, Kyle	9.56
81-CC-2727	Janusweski, Jeff	10.02
81-CC-2728	Kelsey, Bill	38.24
81-CC-2729	Bates, Lawrence	6.69
81-CC-2730	Schaffenacker, Randy	5.73
81-CC-2731	Phillips, Arlene	35.37
81-CC-2732	Eubanks, Jocelyn	9.18
81-CC-2733	Mack, Murry	16.52
81-CC-2734	Barnett, Dale	17.45
81-CC-2748	Jackson, Ronald E.	250.91
81-CC-2760	Parker, Julie	455.72
81-CC-2766	Lee, Juanita	39.00
81-CC-2767	Riggins, Willie V.	11.85
81-CC-2776	Tiscareno, Ann L.	72.58
81-CC-2789	Parker, Datie	8.45
81-CC-2796	Lopez, Beneva	61.17
81-CC-2806	Foster, Isbelle	8.44
81-CC-2808	DeFrates, Melvin	73.32
81-CC-2882	Grady, Aletha	103.16
81-CC-2886	Rudy, Charles J.	420.92
81-CC-2903	Rodgers, Mary E.	24.80
81-CC-2907	Miller, Connie L.	34.42
81-CC-2913	Hallock, Randy	260.04
81-CC-2914	Chumbly, Ray	270.86
81-CC-2915	Wright, Robert C.	377.36
82-CC-0012	Sawyer, Rosezella	46.78
82-CC-0021	Verkamman, Matthew	336.34
82-CC-0022	Maas, Richard C.	407.55
82-CC-0029	Stewart, Gwendolyn M.	19.42
82-CC-0038	Anderson, Bernestine	2,592.08
82-CC-0082	Unland, Dona J.	37.10
82-CC-0087	Kilpatrick, Roberta	40.97
82-CC-0157	Forbus, Gary L.	228.40
82-CC-0207	Banks, Margie	40.84
82-CC-0216	Woods, Emma Jean	2,612.09
82-CC-0264	Briggs, Elsie Mae	3,110.27
82-CC-0301	Leone, Margaret M.	430.35
82-CC-0311	Bradford, Orville	436.82
82-CC-0316	Konrad, Kenneth Wayne	541.94
82-CC-0367	Punis, Steven T.	280.48
82-CC-0384	Hearn, Alvester	85.85

82-CC-0389	Wharton, Bettye Jane	785.84
82-CC-0390	Mazzone, August F.	34,657.85
82-CC-0416	T.O.S.	110.00
82-CC-0426	Jaschick, Dorie	140.24
82-CC-0430	Richards, Virgie Lee	2,474.20
82-CC-0453	Williams, Cynthia A.	656.08
82-CC-0454	Williams, Cynthia A.	40.03
82-CC-0471	Gannon, John L.	154.25
82-CC-0485	Knop, Kenneth R.	115.45
82-CC-0503	McCollister, Lois	43.48
82-CC-0528	Carlock, Jack D.	124.95
82-CC-0537	Verstynew, Kim	693.91
82-CC-0552	Minor, Calvin	255.43
82-CC-0642	London, Nathaniel	690.96
82-CC-0652	Puskaris, Ann M.	637.68
82-CC-0678	Stacy, Elsie E.	196.83
82-CC-0773	Shepherd, Alonzo	1,205.34
82-CC-0805	Turek, Joseph R.	1,732.07
82-CC-0870	Simmons, Wanda	558.03
82-CC-0882	Doss, McGettis M.	5,160.35
82-CC-0929	Wright, Beatrice	66.43
82-CC-0960	Davis, Eleanora F.	68.42
82-CC-1027	Sadzak, George D.	95.91
82-CC-1041	Lewis, Frances Mae	1,382.80
82-CC-1096	Trzyna, Alexia J.	2,244.91
82-CC-1104	Hawkins, Gary Keith	413.26
82-CC-1152	Thomas, Wilma J.	2,838.38
82-CC-1153	Vitullo, Louis R.	355.82
82-CC-1155	Udstuen, Robert G.	319.15
82-CC-1157	Glen, Willie J.	609.38
82-CC-1206	Smith, James W.	62.44
82-CC-1257	Bennett, Harold	640.68
82-CC-1274	Bieschke, John J.	602.43
82-CC-1385	Coleman, Percy	247.59
82-CC-1431	Keys, Carrie Dale	1,139.14
82-CC-1445	Ballee, James G.	3,697.46
82-CC-1466	Mays, Shirley	80.00
82-CC-1603	Stempniak, Michael	286.96
82-CC-1632	Dufficy, Mary C.	641.52
82-CC-1687	Burk, Richard L.	54.88
82-CC-1696	Beck, Larry E.	233.74
82-CC-1708	Hoof, Wilson	747.80

82-CC-1729	Furfaro, Victor G.	1,274.16
82-CC-1809	Allen, Melvin	2,288.33
82-CC-1855	Kosinski, Dennis S.	634.39
82-CC-1980	Lund, Carl E.	2,418.30
82-CC-1985	Kosinski, Dennis S.	361.68
82-CC-2036	Funk, William	278.57
82-CC-2075	Thomas, Claudette	541.55
82-CC-2111	Jones, Sara J.	378.08
82-CC-2153	Harris, Napolean	10,080.97
82-CC-2165	Liggins, Tyrone	2,777.16

REPRESENTATION AND INDEMNIFICATION CASES FY 1982

111. Rev. Stat. ch. 127, par. 1301

An Act to provide for representation and indemnification in certain civil lawsuits, and in connection therewith, to amend the Illinois Pension Code by adding a new Section 1-108. P.A. 80-1078, approved and eff. Dec. 3,1977.

81-CC-2904	Dobrovolskis, Alphonse	$ 5,000.00
82-CC-0324	Witherspoon, William C.	2,423.79
82-CC-0475	Timmons, Daniel	10,000.00
82-CC-0564	Joseph, Hugh, Adm.	32,500.00
82-CC-1612	Bolte, Janet E.	3,750.00
82-CC-1792	Methadone Maintenance Institute	9,973.50
82-CC-1962	Heckenkamp & Simhauser, P.C.	1,050.00
82-CC-1963	Heckenkamp & Simhauser, P.C.	1,375.00
82-CC-1964	Heckenkamp & Simhauser, P.C.	1,239.00
82-CC-1965	Heckenkamp & Simhauser, P.C.	912.50
82-CC-2163	West, David	10,000.00
82-CC-2583	Chavis, William and	12,000.00
	Jenner & Block	3,000.00

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 1982

(No. 76-CV-0325—Claimantsawarded $10,000.00)

***In re* APPLICATION OF BILLY, DEREK and WILLIAM WRIGHT.**

Order filed March 16,1982.

DE FREES & FISKE (TIMOTHY J. RIORDAN, of counsel), for Claimants.

TYRONE C. FAHNER, Attorney General (**ALAN R. BOUDREAU,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*mother* murdered—children grunted award. Children of murder victim granted award as dependents, and dollar amount thereof was testified to and stipulated by Attorney General.

SAME—noncooperation by victim's husband—claim denied. Husband of murder victim was denied recovery under Crime Victims Compensation Act as record showed that he failed to cooperate with anthorities after her body was discovered, and Act nnambiguonsly requires full cooperation of anyone seeking its benefit.

POCH, J.

This claim arises out of a criminal offense which occurred on or about the 26th day of October **1974.** Claimant seeks compensation pursuant to the applicable provi-

sions 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 October 1975. Thereafter, following our investigatory report submitted by the Attorney General of the State of Illinois and the other documentary evidence, the Court directed that a full hearing be conducted to determine the facts.

The hearing commenced on July **2,** 1980, and concluding on December **23,** 1980, was conducted by Commissioner Leo J. Spivack at Chicago, Illinois. As a result of said hearing the following facts were established by a preponderance of the evidence:

(1) Claimant's wife, Doris Wright, disappeared on October 26, **1974,** and was found murdered on March 17, 1975.

(2) At the time of her death, decedent left surviving her estranged husband, Billy Wright, a minor son, William, and a son, Derek, who had just become eighteen. All of the parties were residing in the same household; the sons were both full time students.

(3) Decedent was employed at the time of her disappearance and had been so employed for more than six months last past; Claimant Billy Wright was also employed; both incomes were pooled to support the household.

(4) It was stipulated that each of the Claimants was dependent upon the deceased, Doris Wright, for some measure of support and that in the event of an award the maximum statutory amount would be properly distributable.

(5) Prior to the disappearance of the Claimant, Billy Wright, he and decedent, Doris Wright, had separated.

Decedent Doris Wright had instituted divorce proceedings charging physical cruelty, and there was an injunction issued against Billy Wright. It is conceded, however, that just before the disappearance, the parties had reconciled and were living together.

(6) The testimony of the witnesses is in substantial conflict with reference to Claimant Billy Wright's cooperation with authorities following the disappearance; he alleges that he reported the disappearance, provided photographs and address book, etc. This is disputed by Officer Stube who claims the disappearance was reported by a cousin, that the photo and address book were supplied by the victim's mother, etc.

(7) There is, however, no dispute as to Billy Wright's actions following discovery of the body. He refused to answer any questions put to him by police and three months later refused to testify at the coroner's inquest.

(8) The Claimants William and Derek Wright were fully cooperative with the authorities at all times.

Whether or not Claimant Billy Wright sufficiently cooperated with the authorities following his wife's disappearance becomes moot in view of his total lack of cooperation following the discovery of her body. The Crime Victims Act does not excuse a failure to cooperate on the grounds that the Claimant might be or considers himself to be suspect and thus refuses to cooperate on fifth amendment grounds. In unambiguous terms it requires full cooperation of anyone who seeks its benefit.

No case is known to us where the failure by one claimant to cooperate is imputable to another cooperative claimant, nor do we think that the Act-would impliedly demand such a result. There is no question about the entitlement of Claimants William and Derek Wright

absent the cooperation issue. Both their dependency and the dollar amount thereof were not only testified to but also stipulated by the Attorney General.

Based upon the foregoing the claim of Billy Wright, husband of the deceased victim, Doris Wright, is denied.

It is further ordered that the sum of $10,000.00 (ten thousand dollars) be and is hereby awarded to William and Derek Wright, children of the deceased victim, Doris Wright, to be disbursed as follows:

William Wright	$5,000.00
Derek Wright	$5,000.00
	$10,000.00

(No. 76-CV-1174—Claim denied.)

In re APPLICATION OF IRA B. REYES.

Opinion filed September 26, 1979.
Opinion on rehearing filed June 11, 1982.

CHARLES G. LEVY, for Claimant.

WILLIAM J. SCOTT, Attorney General (FAITH SALSBURG and ALAN R. BOUDREAU, Assistant Attorneys General, of counsel), for Respondent.

JURISDICTION—*issues* of constitutionality are outside jurisdiction of Court *of Claims.* Claimant's contention that denial of recovery under Crime Victims Compensation Act to children of murder victim who failed to provide any support for children constituted violation of equal protection was beyond scope of jurisdiction of Court of Claims, as Court's jurisdiction does not extend to determining issues of constitutionality.

CRIME VICTIMS COMPENSATION ACT—*no* actual loss—claim denied. Claim for loss due to murder of children's father was denied as there was no actual

out-of-pocket loss since evidence showed that victim was not contributing to welfare of children, his whereabouts was not even known until after his death, he was under no court order to provide support, and to find children would have received support in future would be speculative.

SAME—theoretical obligation to provide support does not equal actual dependency. Fact that parent has theoretical obligation to provide support for children due to parent-child relationship does not mean that children are actually dependent upon parent for support for purposes of Crime Victims Compensation Act.

This claim arises out of a criminal offense which occurred on or about July 28, 1975. Claimant seeks compensation, on behalf of herself and of her minor children, 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 July 27, 1976. Following the investigatory Report, the Attorney General requested a hearing.

On December 13, 1978, Commissioner Leo J. Spivack conducted a hearing at Chicago, Illinois.

At the hearing the following facts were established by a preponderance of the evidence and by stipulation of the parties:

1. Claimant's decedent, ex-husband Julio Reyes, was a victim of a violent crime, as defined in Section 2(c) of the Act, to-wit: murder. Ill. Rev. Stat., ch. 70, par. 72(c).

2. Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

3. Claimant seeks compensation for loss of support for her three minor children born of the Reyes marriage.

The Reyeses were divorced on July 19, 1974, in the circuit court of Cook County, Illinois.

The court reserved the question of child support payments until such time as personal jurisdiction could be obtained over the defendant, Julio Reyes. On July 28,

1975, Julio Reyes was shot and killed in a tavern at 4233 North Clark Street, Chicago, Illinois. At the date of his death, the circuit court had not secured jurisdiction over the person of Julio Reyes. Therefore there was never any determination made as to child support.

The Court finds that there is no evidence that decedent, Julio Reyes, at any time prior to his death had contributed to the support of his three minor children.

Section 3(a) of the Act (Ill. Rev. Stat. 1977, ch. 70, par. 73(a)) reads: "A person is entitled to compensation under this Act if:

> **(a) . . . a person who was dependent on a deceased victim [Julio Reyes] of a crime of violence for his support at the time of the death of that victim.**

The victim, Julio Reyes has been living apart from his family since March **28, 1972.** The divorce decree entered in July 1974 recites that Reyes has provided nothing for the support of his family since his desertion two years earlier. Mrs. Reyes obtained a divorce by default, and therefore the Court did not award her child support.

This Court held in the case of ***In re: Application of Smith,*** (1976), 31 Ill. Ct. Cl. 675 that: "It **is** the opinion of this Court that mere entitlement to support **is** not dependency under the Act."

The Court further stated that: "In looking at the Act as a whole, it is clear that the legislature intended to compensate those persons who lost actual out-of-pocket money as a result of violent crime.

Every provision of the Act is strictly limited to out-of-pocket expense. ***One who is not actually receiving support at the time of the crime cannot be said to have had an out-of-pocket loss. An expectancy of support is not dependency under the Act."***

The Court finds that based upon the foregoing facts

and the applicable law, the Claimant, Ira B. Reyes, is not entitled to an award and that her claim is dismissed.

OPINION ON REHEARING

ROE, C.J.

This claim arises out of a criminal offense which occurred on or about July **28,** 1975. The Claimant, Ira B. Reyes, applied for 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.***), but was denied in an opinion of this Court filed on September **26,** 1979. The case is now before the Court on Claimant's motion for rehearing or, in the alternative, a new trial.

The Claimant, Ira B. Reyes, is the ex-wife of the victim of the crime, Julio Reyes, having obtained an **ex *parte*** divorce in Cook County on July 19, 1974. At the time of the divorce the Reyeses had three children. The court, in its decree of divorce, specifically reserved all questions regarding child support payments until such time as ***in personam*** jurisdiction could be obtained over the children's father. Approximately one year after his divorce Julio Reyes was shot and killed. At no time subsequent to this divorce was jurisdiction ever obtained over Julio Reyes. Although there is no evidence that Julio Reyes ever contributed to the support of his children nor any evidence that the Claimant even knew of his whereabouts after the divorce, Claimant sought compensation pursuant to the Act for loss of support to her children.

In our opinion rendered September **26,** 1979, we found as follows:

> **"The Court finds that there is no evidence that decedent, Julio Reyes, at any time prior *to* his death had contributed *to* the support of his three minor children.**

Section 3(a) of the Act (Ill. Rev. Stat. **1977,** ch. **70,** par. 73(a)), reads: 'A person is entitled to compensation under this Act if:

> **(a)** . . . a person who was dependent on deceased victim (Julio Reyes) of a crime of violence for his support at the time of the death of that victim.'

The victim, Julio Reyes has been living apart from his family since March 28, **1972.** The divorce decree entered in July, **1974;** recites that Reyes has **provided** nothing for the snpport of his family since his desertion two years earlier. **Mrs.** Reyes obtained a divorce by default, and therefore the Court did not award her child snpport.

This Court held in the case of ***In re Application of Smith,*** (1976), 31 Ill. *Ct. Cl.* **675,** that:

> 'It is the opinion of this Court that mere entitlement ***to*** support is not dependency under the Act.'
>
> The Court further stated that:
>
> In looking at the Act as a whole, it is clear that the legislature intended to compensate these persons *who* lost actual out-of-pocket money as a result of a violent crime. Every provision of the Act is strictly limited to out-of-pocket expense.
>
> ***One who is not actually receiving support at the time of the crime cannot he said to have had an out-of-pocket loss. An expectancy of support is not dependency under the Act.'*** ..

In her petition for rehearing or, in the alternative, a new trial, Applicant asserts that the position quoted above is unconstitutional under the Federal and State constitutions, and that it is not consistent with a decision of the Illinois Supreme Court. It was her position that our opinion was violative of the equal protection clauses of both constitutions in that the distinction drawn between parents and spouses who actually have contributed to the support of their families and those who have not and do not furnish such support penalizes the dependents of those who are "shirkers" and who have abandoned their familial responsibilities. Applicant is not contesting the constitutionality of the Act itself but our application of it.

We have interpreted and applied the Act as we think it was written. If the Act itself, or our interpretation of the Act, or our application of the Act, is unconstitutional then Applicant has a cause of action in another forum

which must be decided before pursuing the matter further in this Court. Our jurisdiction does not extend to determining issues of constitutionality.

Applicant's second contention on rehearing is that our previous decision was not consistent with the terms of the Act. She argues that limiting compensation to actual out-of-pocket losses flies in the face of the definition of pecuniary loss as stated in section **4** of the Act (Ill. Rev. Stat. **1977,** ch. **70,** par. 74), to wit: "Pecuniary loss . . . includes loss of future earnings because of a disability resulting from an injury . . ." In ***Smith, supra,*** at **679** we stated that:

> "Where there is no evidence that a victim was actually contributing *to* a person's support, or at least under an order of a court to contribute to that person's support, there can be no dependency under the Act In looking at the Act as a whole, it is clear that the legislature intended to compensate those persons who lost actual out-of-pocket money as a result of **a** violent crime. Every provision **of** the Act ***is*** strictly limited to out-of-pocket expense.
>
> One who is not actually receiving support at the time of the crime cannot be said to have had an Out-of-pocket loss. An expectancy **of** support is not dependency under the Act."

In that case we granted an award to the victim's dependents who proved that they were actually being supported by the victim and that award was based on his projected future earnings lost by reason of his death. By actual out-of-pocket losses we meant those losses which could be proven with a reasonable degree of certainty. In the case at bar, there was no evidence to show that the victim was contributing to the applicants' welfare. They did not even know of his whereabouts until after his death. He was not under any court decree to contribute to their support. By reason of his death they suffered no financial loss of support, no loss of anything they had been receiving from the victim. To find that they would have received support in the future under the facts in this case would be too speculative.

Claimant also cited ***Gill v. Gill*** (1973), **56** Ill. 2d **139,**

306 N.E.2d 281, as authority for her position. The issue in that case was "whether it was proper for the trial court to direct the father of a child to reimburse the mother for money expended after their divorce for the child's support during its infancy." *(Gill, supra,* at **140.)** In that case, as in the case at bar, the mother obtained an ***ex parte*** divorce and the court reserved the question of child support alimony due to lack of ***in personam*** jurisdiction over the father. Thirteen years later ***in personam*** jurisdiction was obtained and the trial court entered an order for payment of child support retroactive to the date of the divorce. In affirming the trial court's decision on both statutory and common law grounds the supreme court stated:

> **"The obligation of the father to support his children begins when the child is born and continues during the minority of the child. This obligation of the father to support his minor child is not affected by the decree granting a divorce, nor by a decree granting the care and custody of his child to his wife or some other suitable person. (Citation.) His children are of his blood. It is not their fault that their parents have been divorced." Supra, at 143, 144.**

We do not dispute the parental obligations of support to minor children described in the ***Gill*** case which exist in theory. However, just because a parent has a theoretical obligation to support his or her minor children does not mean that those children are actually dependent upon the parent for support. The children in *Gill* cannot be said to have been actually dependent on their father over the many years during which he did not make contributions toward their support.

Our previous decision denying compensation is hereby affirmed.

(No. 76-CV-1301—Claim denied.)

In re APPLICATION OF EDWARD MCMANUS.

Opinion filed September 21, 1981.

JAMES T.J. KEATING, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*revesting* doctrine defined. When court loses jurisdiction after expiration of 30 days following dismissal order, parties may, by appearing voluntarily and participating in further proceedings, revest court with jurisdiction, and the elements of revesting are active participation of parties without objection and further proceedings inconsistent with prior order of dismissal.

CRIME VICTIMS COMPENSATION ACT—*revesting* of jurisdiction did not occur—motion denied. No revesting of jurisdiction of Court of Claims occnrred following 30 days after order of dismissal and Court of Claims therefore lacked jurisdiction to enter order allowing attorney to withdraw, as none of parties were before Court on day order allowing withdrawal was filed and at no time did parties appear voluntarily and participate in any further proceeding after the order of dismissal.

SAME—section 72 motion denied—untimely.

ROE, C.J.

This application is before the Court on the two motions of Applicant and the objections thereto filed by the State of Illinois. A brief history of the case leading up to the filing of the motion is as follows.

Mr. McManus filed his application for benefits under the Crime Victims Compensation Act, hereinafter referred to as the Act (Ill. Rev. Stat. 1975, ch. 70, par. 71 et *seq.*), on September 9, 1976, following injuries sustained during the course of a crime which occurred on October 3, 1975. By order of this Court filed November 3, 1976, his application was denied on the grounds that the record indicated that his injuries were substantially attributable to his wrongful act pursuant to section 3(f) of the Act.

He disputed the determination reached by the Court and asked for a hearing which, if said request is timely

made, was his right. Although the request was filed one week late, he was allowed to have a hearing. The hearing was held on March 17, 1977, at which time both the Applicant and the State put on their evidence. At the suggestion of Commissioner Ashman, the Applicant did not rest his case at the conclusion of the hearing on that date because he failed to present evidence of the permanency or lack of permanency of his injuries. The case was continued to afford Applicant another opportunity to present expert testimony or stipulate to the issue with the Attorney General.

Further hearings were scheduled on five different occasions. However, no hearings were held. Finally, on December 15, 1977, the matter was set for a report on the status. Because neither Mr. McManus nor his attorney appeared, the case was dismissed for want of prosecution by order of the Court filed December 22,1977.

On July 11, 1978, the Court granted the motion of Mr. McManus' attorney to withdraw his appearance. The order granting said motion recites that a hearing on it was set for December 8, 1977, that due notice of said hearing was sent to the Applicant, but that he failed to appear. The motion of Applicant's attorney stated that (1) he had sent Mr. McManus a notice of the motion and hearing at his last known address, (2) that he had been unable to reach the Applicant since May of 1977, and (3) that the Applicant had been unresponsive, uncommunicative, and uncooperative, thus making it impossible for him to prosecute the claim.

Nothing more transpired on the case for over 27 months after the order dismissing the claim for want of prosecution, but only a little over 18 months following the order allowing counsel to withdraw. Then, on March 25, 1980, a different attorney filed a motion to set a hearing. The commissioner to whom the case had been pre-

viously assigned promptly notified Applicant's counsel that it would be inappropriate to set a hearing because the case was dismissed back in 1977. This gave rise to the filing of a second motion on May 12, 1980, to set a hearing (which we will refer to as the amended motion) alleging that certain actions of the Court and Attorney General worked to revest the Court with jurisdiction by manifestation of intent. The State of Illinois filed an objection to the amended motion on May 23, 1980. A response to said objection was filed by Applicant on June 18, 1980.

Because the two-year anniversary of the Court's order of July 11, 1978, was fast approaching and we had yet to rule on the amended motion, Applicant filed a section 72 petition to vacate the order of dismissal and the order allowing withdrawal of counsel. The State of Illinois then filed its objections to this petition. Later, Applicant filed an affidavit and a motion to cite additional authority.

The first issue raised is whether or not certain actions by the Court and the Attorney General worked to revest the Court with jurisdiction over the application. As pointed out in Applicant's amended motion, revesting arises where, after an order of dismissal has been entered, the parties resubmit the matter to the jurisdiction of the Court by manifestation of intent. The appellate court explained the revesting doctrine in *Stark v. Ralph F. Roussey & Associates, Znc.* (1970), 131 Ill. App. 2d 379,381,266 N.E.2d 439,441:

> "Where a court loses jurisdiction, after expiration of 30 days following a dismissal order, the parties may, by appearing voluntarily and participating in further proceedings, revest the court with jurisdiction. The elements essential to revesting are: (1) the active participation of the parties without objection and; (2) further proceedings inconsistent with the prior order of dismissal. *Ridgely v. Central Pipe* Line Co., 409 Ill. 46, 97 N.E.2d 817 (1951)."

It is the Applicant's contention that by entering the order

of July 11, 1978, allowing the attorney to withdraw, the Court by its own action revested and revived the matter. Applicant also contends that certain correspondence by the Attorney General's office (which has been made part of the record) showed that that office did not consider the matter dismissed.

In support of his position Applicant cites a number of cases in addition to the case from which the above quotation was excerpted, including ***Nenadic v. Grant Hospital,*** (1979), 75 Ill. App. 3d 614, 394 N.E.2d 527; ***Stevens v. City of Chicago*** (1970), 119 Ill. App. 2d 366, 256 N.E.2d 56; ***Ridgely v. Central Pipe Line Co.*** (1951), 409 Ill. 46, 97 N.E.2d 817; ***Johnson v. Empire Mutual Insurance*** (1979), 70 Ill. App. 3d 780, 388 N.E.2d 1042; and ***Asumendi v. Fortman*** (1978), 58 Ill. App. 3d 186, 374 N.E.2d 20. While all of these cases stand for the proposition that actions of the parties may cause revesting to occur, none are directly on point.

We do not think that revesting occurred in this case. The Court had no jurisdiction to enter its order of July **11,** 1978, allowing the attorney **to** withdraw. It lost jurisdiction following **30** days after the order of dismissal. None of the parties were before the Court on the day that order was filed. The order was entered based upon the recommendation of a commissioner who had the attorneys for the respective parties present before him at a hearing held prior to the order of dismissal. It was not acted on by the Court until after the case had been dismissed. At no time did the parties appear voluntarily and participate in any further proceeding after the order of dismissal.

Furthermore, the correspondence of the Attorney General's office on its face is vague and noncommittal. The first note only said that the Attorney General had been trying to call the Applicant's former attorney and

asked that he (the attorney) call to set up some meeting. The second was a follow-up to the first which said no reply had been received. We do not think anything contained therein constitutes active participation inconsistent with the order of dismissal. The Attorney General's office explained that these letters were written as a courtesy to Mr. McManus who had phoned them. Said explanation was uncontroverted. If we were to hold that such action in some way revived the claim and revested the Court with jurisdiction we would effectively be prohibiting all contacts with applicants by the Attorney General after a case has been closed.

Applicant's section *72* motion must also be denied. It was filed more than two years after the order of dismissal which was the final order in this case. As stated above, the order allowing the attorney to withdraw was void for lack of jurisdiction.

It is hereby ordered that the motion of Applicant to set a hearing and the Applicant's section *72* petition be, and hereby are, denied.

(No. 76-CV-1339—Claimant awarded $10,000.00.)

In re APPLICATION OF KATHY SOTO.

Opinion filed March 5, 1982.
Opinion on application for attorney fees filed lune 4,1982.

SPENCER W. SSCHWARTZ, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*aggravated* *battery—death—award grunted.* Maximum award was granted *to* surviving wife and children of

aggravated battery victim who subsequently died of shooting injuries, as Claimant and minor children were totally dependent on victim for support and loss of support exceeded maximum award allowed under provisions of Crime Victims Compensation Act.

CRIME VICTIMS COMPENSATION ACT—*attorney fees denied.* **Claim for attorney fees was denied as no hearing was ever held or scheduled on merits of claim, and therefore plain language of Crime Victims Compensation Act requires determination that no amount of compensation is reasonable.**

PER CURIAM.

This claim arises out of an incident that occured on April 25, 1974. Kathy Soto, wife of the deceased victim, George Soto, 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 September 29, 1976, 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, George Soto, age 21, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1977, ch. 70, par. 72 c)), to wit: aggravated battery (Ill. Rev. Stat. 1977, ch. 38, par. 12-4).

2. That on August 25, 1974, the victim was shot by an unknown offender during the course of a verbal dispute. The victim and the offender became involved in a verbal dispute inside a tavern located at 3256 West North Avenue, Chicago, Illinois. After the Claimant stepped outside the tavern, the offender produced a gun and shot the victim. The victim was taken to Walter Memorial Hospital for treatment. The injuries sustained by the victim left

him paralyzed and on October 26, 1976, he died as a result of those injuries. The offender was apprehended, prosecuted and convicted of aggravated battery prior to the victim's death.

3. That the Claimant seeks compensation for funeral expenses and for loss of support for herself and her minor children, Catalina Soto, age 1, and Ivette Soto, who was born 8 months after the incident.

4. That the Claimant has not submitted any evidence to substantiate her claim for funeral expenses.

5. That the Claimant, having not submitted the necessary evidence *to* support her claim for funeral expenses, has not met a required condition precedent for compensation for funeral expenses under the Act.

6. That the Claimant and her minor children were totally dependent upon the victim for support.

7. That prior to his death, the victim was employed by Soudan Metals Company and his average monthly earnings were $372.06.

8. That section 4 of the Act (Ill. Rev. Stat. 1977, ch. 70, par. 74) 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."

9. 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,* 1978, Life Tables, Volume II, his life expectancy would have been 71.1 years. The projected loss of support for 50.1 years is $223,682.48, which is in excess of $10,000.00 which is the maximum amount compensable under section 7(e) of the Act. Ill. Rev. Stat. 1977, ch. 70, par. 77(e).

10. That this claim complied with all pertinent provisions of the Act regarding loss of support and qualifies for compensation thereunder.

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 Claimant has received **$11,000.00** as the result of the settlement of a civil suit that was filed as the result of the incident. This can be counted as an applicable deduction.

13. 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.

14. That the CIaimant'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 Kathy Soto, wife of George Soto, an innocent victim of a violent crime to be paid and disbursed to her as follows:

(a) Twenty (20) equal monthly payments of $500.00 (five hundred dollars) each to be paid to Kathy Soto for the use and benefit of Catalina Soto and Ivette Soto;

(b) 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.

OPINION ON APPLICATION FOR ATTORNEY FEES

POCH, J.

This cause coming on to be heard on the petition of Applicant's counsel for attorney fees, it appearing that due notice has been given and the Court being fully advised in the premises;

On March 5, 1982, an opinion was rendered in this case wherein the Applicant, Kathy Soto, was awarded the sum of $10,000.00 to be paid periodically for the use and benefit of Catalina Soto and Ivette Soto. In his petition for attorney fees counsel seeks the sum of $2,500.00 plus out-of-pocket costs of $5.90 for a total of $2,505.90 and states that he performed various services including the preparation and documentation of the decedent's marriage, the birth of the decedent's two minor children, the establishing of decedent's wages, and the documentation of the nature and cause of death, connecting said death to the original crime which occurred over two years prior to his death.

Regarding attorney fees, the Crime Victims Compensation Act (Ill.Rev.Stat. 1977, ch. 70. par. 82) provides as follows:

> "No fee may be charged to the applicant in any proceeding under this Act except as provided in this Act. If the applicant is represented by counsel or some other duly authorized agent in making application under this Act or in any further proceedings provided for in this Act, that connsel or agent may receive no payment for his services in preparing or presenting the application before the Court of Claims. He may, however, charge fees to the applicant for representing him at a hearing provided for in this Act but only in such amount as the Court of Claims determines to be reasonable."

In this case there is no record of a hearing ever having been held. Due to the inability of the Attorney General to follow through with its investigation for nearly four years the case was placed on docket call in an effort to bring the parties into court and allow them to confer

with the commissioner and the investigator. By appearing at the docket call Applicant avoided dismissal for want of prosecution. No hearing on the merits of the claim was ever held or scheduled. Therefore we feel constrained by the plain language of the Act to determine that no amount of compensation is reasonable. This determination is not meant in any way to reflect on the efforts of counsel.

Petition denied.

(No. 77-CV-0727—Claim dismissed.)

In re APPLICATION OF JAMES L. DICKEY.

Order filed October 7,1981.

JAMES L. DICKEY, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—***alternative remedies must be exhausted.*** Court of Claims Act and Rules of Court of Claims require that person filing claim before Court exhaust all other remedies and sources of recovery whether. administrative or legal before seeking final determination of claim in Court of Claims.

CRIME VICTIMS COMPENSATION ***Am—other remedies not exhausted—claim denied.*** Claim for injuries sustained when Claimant was shot by offender known to him, was denied as Claimant failed to submit all his medical expenses to township assistance in timely fashion, thereby demonstrating that Claimant had not exhausted all other remedies and sources of recovery available to him before seeking determination of claim in Court of Claims.

POCH, J.

This matter comes before the Court, for the purpose of determining whether the claim of James L. Dickey

should be dismissed, as required by section 5 of the Illinois Crime Victims Compensation Act, hereafter referred to as the Act (Ill. Rev. Stat. 1977, ch. 70 , par. 71 et *seq.*). The Court, having reviewed the file and an investigatory report of the Attorney General of Illinois, hereby finds:

1. That the Claimant's application for compensation was filed with this Court pursuant to the provisions of the Act on November 29,1977.

2. That on June 28, 1977, the Claimant, James L. Dickey, age 39, 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).

3. That on June 28, 1977, the Claimant was shot for no apparent reason by an offender who was known to him. No known argument had precipitated the offender's actions. The incident occurred as the Claimant stood on the driveway at 1009 Avenue L., Sterling, Illinois. The Claimant was taken to Community General Hospital and admitted.

4. That the Claimant seeks compensation for medical/hospital expenses and loss of earnings.

5. That on July 29, 1981, pursuant to section 5 of the Act, a properly addressed notice was sent to the Claimant notifying him that he must submit the required verification needed to substantiate his claim for medical/hospital expenses and loss of earnings within thirty (30) days from the date of receipt of the notice.

6. That the Claimant has been duly notified and has failed to submit the requested employer reports, hospital report, doctor report and hospital bill within the specified time, and therefore the Court of Claims shall reject his claim for medical/hospital expenses and loss of earnings.

7. That the Claimant has partially substantiated his claim for medical/hospital expenses. Most of the medical expenses that the Claimant has substantiated were paid by assistance provided by Coloma Township. Coloma Township assistance requires that any expenses for which an individual seeks relief be submitted within six months of the date that they are incurred. The Claimant failed to submit some of his medical expenses to township assistance within this required time for filing. As a result of his failure to file within the required time period, these expenses were denied payment by township assistance.

8. That pursuant to section **25** of the Court of Claims Act (Ill. Rev. Stat. **1977,** ch. **37,** par. **439.24—5),** and Rule 6 of the Rules of the Court of Claims, "any person who filed **a** claim before the Court shall, before seeking final determination of his claim, exhaust all other remedies and sources of recovery whether administrative or legal."

9. That the Claimant, by reason of his failure to submit all of his medical expenses to township assistance in a timely fashion, has failed to exhaust other remedies and sources of recovery available to him. Therefore, he has not met a required condition precedent for compensation of these expenses under the Act.

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 failed to show a pecuniary

loss of $200.00 or more as required by section 3(b) of the Act.

It is, therefore, ordered that this claim be dismissed and the file in this matter closed.

(No. 78-CV-0386—Claim denied.)

In re APPLICATION OF WAYMAN D. VAUGHN.

Opinion filed July 13, 1981.

WAYMAN D. VAUGHN, ***pro se***, for Claimant.

TYRONE C. FAHNER, Attorney General (ALAN R. BOUDREAU, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*shooting—noncooperation* **by** *victim—* ***claim denied.*** Claim for benefits under Crime Victims Compensation Act denied where evidence established that shooting victim declined to prosecute persons who shot him and victim also failed to cooperate with authorities in completing investigation of incident.

POCH, J.

This claim arises out of an alleged criminal offense which occurred on or about March 12, 1978, at or near **301** N. Mason, Chicago, Illinois, resulting in injury to the Claimant, Wayman D. Vaughn. The Claimant seeks compensation pursuant to the applicable provisions of the Crime Victims Compensation Act, hereinafter referred to **as** the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 ***et*** *seq.*

This claim was originally filed on June **13,** 1978. Based upon the investigatory report of the Attorney General and other documentary evidence the claim was denied on July 25, 1979, due to the Claimant's failure to cooperate with law enforcement officials in the appre-

hension and prosecution of the assailant. The Claimant filed his objection to said opinion and requested a full hearing on the merits of the claim.

An evidentiary hearing was held before Commissioner A.T. Walsh on November 24, 1980. As a result of the hearing the following facts were established by a preponderance of the competent and credible evidence:

The Claimant stated he was going home from work on March 12, 1978, at approximately 2:00 a.m. when a woman stopped to talk to him and then a man stepped out of a doorway and placed a gun in his back. The man and woman took the Claimant across the street into a building and demanded his money. He responded that he only had $3.00. The man then shot the Claimant.

The Claimant stated the man and woman dragged him from the building to a garage where he resisted. He called for help. Police took him to West Suburban Hospital where he said he didn't know the identity of his assailants. He also was called at home by police and asked the identity of his assailants. Upon cross-examination the Claimant conceded he had consumed about 10 drinks before leaving a tavern. He was accompanied by a young woman whom he did not identify. He also conceded that before he was shot he was forced to take all his clothes off.

The following amounts were submitted by the Claimant and not contested by the State as to various medical expenses:

West Suburban Hospital		$2296.50
Westgate Orthopaedics		465.00
Village Radiology		,104.00
Dr. Rao		550.00
	Total	$3415.50
Less Paid by Insurance		195.00
		3220.50

The Claimant also testified that he lost eight weeks of work at $150.00 per week for a loss of $1200.00 in loss of income.

The State called Officer Edward Thun of the Chicago Police Department, who investigated the shooting of the Claimant. Officer Thun interviewed the Claimant on a number of occasions and was told at least three different versions of the shootings. The officer believed that the Claimant knew his assailants and had removed his clothes after an agreement to have sexual intercourse with the woman who was a prostitute. On another occasion the Claimant told Officer Thun he did not want to prosecute.

A careful review of the testimony leaves much doubt as to what really happened to the Claimant and whether he was telling a credible story about being shot during an (attempted robbery. The evidence is unclear and the Claimant has not proved by a preponderance of the evidence that he is entitled to an award as the innocent victim of a violent crime.

A prerequisite to recovery under the Act is cooperation with police in the apprehension and prosecution of the assailants. The Claimant's declination to prosecute and his refusal to cooperate is a bar to his recovery under the Act.

The order of the Court of July 25, 1979, denying this claim is hereby affirmed. The claim of Wayman D. Vaughn is denied.

(No. 78-CV-0698—Claim denied.)

In re APPLICATION OF DEBRA L. CROSE.

***Opinion filed January* 18, 1982.**

FRANKLIN S. WALLACE, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*settlement with assailant's parents—no compensation under Act.* Where victim of crime received money from parents of assailant and signed covenant not to sue reserving rights under Crime Victims Compensation Act, no compensable damages remained for purposes of Act as victim had received funds in excess of her expenses.

POCH, J.

This claim arises out of an incident that occurred on April 1, 1978, in Rock Island County, Illinois. Debra Crose Briggs seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat., ch. 70, par. 71 *et seq.*

This Court had carefully considered her application for benefits submitted on a form prescribed by the Court and had also considered an investigatory report of the Attorney General of the State of Illinois which substantiates the matters set forth in the application. Based on those documents and other evidence submitted to the Court the Court found in an opinion dated July 3, 1980, that the Claimant was entitled to an award in the amount of $3,554.24.

Since that time the Court has become aware that the Claimant received $9,000.00 from the parents of her assailant. In accepting this award the Claimant signed a covenant not to sue reserving any rights she may have under the Crime Victims Compensation Act. Claimant has returned the warrant issued to her from the State of Illinois for $3,554.24 but has requested the Court that she

be allowed to retain this sum of money due to the permanent nature of her injuries.

The Respondent has filed a motion for summary judgment to the effect that Claimant is no longer a compensable victim under the Act because of her settlement from the parents of the assailant.

On the order of the Court a hearing was held on December 1, 1981, for the taking of evidence on the issue raised in the motion for summary judgment. At that hearing Claimant offered no new compensable damages. The Court finds:

1. Section 7(d) of the Crime Victims Compensation Act commands the Court to:

> **"Deduct $200.00 plus the amount of benefits, payments or awards, . . . payable under the Workmen's Compensation Act, from local governmental, State or Federal funds** or ***from*** **any** ***other source*** **. . . which the applicant . . . has received or to which he is entitled as a result of the injury to or the death of the victim . . ." (Emphasis added).**

2. Since Claimant has received funds in excess of her expenses the amount of her compensable damages has been reduced pursuant to section 7(d) ***so*** that there are no remaining compensable damages.

It **is** hereby ordered, that the Respondent's motion for summary judgment be and **is** hereby granted and this cause is denied with prejudice.

(No. 79-CV-0051—Claim denied.)

In re APPLICATION OF MELBA JEAN THOMAS.

Order filed August 31, 1981.

SIDNEY E. SMITH, for Claimant.

TYRONE C. FAHNER, Attorney General, for Respondent.

CRIME VICTIMS COMPENSATION ACT—*no* compensable loss under *Act*—claim denied. Claim for benefits under Crime Victims Compensation Act was denied, as net loss for which widow of prison guard who was killed during riot sought compensation was reduced to zero on basis of funds received by widow from other sources including life insurance benefits, workers' compensation benefits and a claim under the Law Enforcement Officers and Firemen Compensation Act.

POCH J.

This claim arises out of an incident that occurred on July 22, 1978, in Pontiac, Illinois. Melba Jean Thomas, wife of the victim, William N. Thomas, 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, William N. Thomas, age 48, 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 July 22, 1978, William Thomas was stabbed to death by a prison inmate. The stabbing occurred during a riot at Pontiac Correctional Center. Claimant's husband was a correctional officer at the pris-

on and was on duty when attacked. The victim was taken to St. Joseph's Hospital in Pontiac where he died from stab wounds to the heart.

3. That the Claimant seeks compensation for medical expenses, funeral expenses and loss of support for herself and her minor child, Nelson, age 8.

4. That Claimant incurred medical expenses in the amount of **$326.15,** all of which was paid by workmen's compensation.

5. That Claimant incurred funeral expenses for the victim in the amount of **$2,522.00, $2,000.00** of which is deemed compensable by this Court.

6. The victim was employed by Pontiac Correctional Center prior to his death and his average monthly earnings were **$768.54.**

7. The victim was **48** 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, vol. II, his life expectancy would have been 27 years.

8. That section 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."

9. That based on **$500** per month, the maximum compensable loss of support for 27 years is $162,000.00.

10. 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. **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 Claimant has received the following benefits as a result of her husband's death, $316,750.00 of which come under section 7(d) as applicable deductions:

$ 45,000.00	Crown Life Insurance Death Benefits
$ 20,000.00	Law Enforcement Officers' Compensation Act
$ 25,000.00	Public Safety Officers Act
$ 1,750.00	Workmen's Compensation Funeral Benefits
$250,000.00	Workmen's Compensation Award

12. That the Claimant's net loss for which she seeks compensation is as follows:

Compensable loss of support	$162,000.00
Net medical expenses	0
Compensable funeral expense	2,000.00
Total	$164,000.00
Less applicable deductions	316,750.00
Less statutory deduction	200.00
Net loss	—0—

13. That section 3(b) of the Act limits the right of compensation to persons who have suffered a pecuniary loss of $200.00 or more attributable to a violent crime resulting in the death or injury of the victim.

14. 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. 79-CV-0235—Claim denied.)

In re APPLICATION OF HELEN B. MARTINEZ.

Order filed October 29, 1981.

HELEN B. MARTINEZ, *pro se,* for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—wrongful conduct—drug transaction—shooting—claim denied.* **Widow and child of shooting victim were denied recovery as evidence showed that victim was involved in illegal drug transaction at time he was killed.**

POCH, J.

This claim arises out of an incident that was discovered on January 27, 1979. Helen B. Martinez, wife of the deceased victim, Jose A. Martinez, 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 April 9, 1979, 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 January 27, 1979, the victim was found in the front seat of his automobile, parked at 2308 W. Maypole, Chicago, Illinois, with a gunshot wound to the head. Also found in the automobile was a .38 caliber revolver, fully loaded and registered to the victim, and a gray scale of the kind commonly used to weigh narcotics. The victim was taken to Cook County Hospital where he was pronounced dead on arrival.

Further police investigation revealed that on the

evening of January 19, 1979, the victim had left his house with the aforementioned revolver and a large sum of money. Witnesses related to police investigators that the victim was involved in illegal drug transactions and that, prior to the incident, he stated that he was going to make a purchase of heroin. The last time the victim was seen alive was in the early morning hours of January 20, 1979.

2. That the Claimant seeks compensation for funeral expenses and for loss of support for herself and Lisa M. Martinez, age 8.

3. That the Claimant incurred funeral and burial expenses as a result of the victim's death in the amount of $2,894.75, $2,000.00 of which has been deemed reasonable and therefore compensable by the Court.

4. That on February 20, 1981, and on April 21, 1981, pursuant to section 5 of the Act, properly addressed notices were sent to the Claimant notifying her that she must submit the victim's 1978 and 1979 income tax returns to substantiate her claim for loss of support within thirty (30) days from the date of the receipt of the notice.

5. That the Claimant has been duly notified and has failed to submit the substantiating materials within the specified time.

6. 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.

7. That the victim's conduct relating to illegal drug transactions 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 odered that this claim be, and is hereby denied.

(No. 80-CV-0062—Claimant awarded $10,000.00.)

In re APPLICATION OF ANN VAN SCHAIK.

Opinion filed November *23,1981.*

ANN VAN SCHAIK, *pro* se, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*murdered* policeman—claim allowed. Claim in amount of maximum allowable was granted to widow and child of policeman who was murdered while on duty as net loss suffered by survivors, after statutory deductions, exceeded maximum allowable award.

POCH, J.

This claim arises out of an incident that occurred on March 3, 1979. Ann Van Schaik, wife of the deceased victim, Roger Van Schaik, 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 July 23, 1979, 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, Roger Van Schaik, age 31, 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 March 3, 1979, the victim and his work partner were shot by an unknown offender while on duty as policemen. The incident occurred on the street at 1123 W. 115th Street, Chicago, Illinois. While the victim and

his partner were making **a** routine check of two citizens regarding **a** traffic matter, the offender pulled up alongside the victim in his automobile. The offender then exited his automobile, produced a gun and shot the victim and his partner. The offender apparently shot the victim in revenge for allegedly arresting him on a prior occasion. The victim's partner was also fatally shot. The victim was pronounced dead on arrival at Roseland Community Hospital. The offender was apprehended, convicted of murder and given the death penalty.

3. That the Claimant seeks compensation for funeral expenses and for loss of support for herself and her minor child, Erica Van Schaik.

4. That the Claimant incurred funeral and burial expenses in the amount of **$4,627.00** of which the Claimant has paid **$4,627.00,** of which **$2,000.00** has been deemed reasonable and therefore compensable by the Court.

5. That the Claimant and her minor child, Erica, were totally dependent upon the victim for support.

6. That prior to his death, the victim was employed by the City of Chicago Police Department and his average monthly earnings were **$1,142.87.**

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 **31** 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,*** **1978,** life tables, volume II, his life expectancy would have been **72.4** years. The projected loss of sup-

port for 41.4 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 of life insurance paid or payable to the Claimant.

11. That the Claimant has received $50,000.00 under the Public Safety Officers Benefit Act, $20,000.00 under the Law Enforcement Officers Benefit Act, and $19,731.00 under the Municipal Code of the City of Chicago. The Claimant and her minor child are also the recipients of a $15,000.00 trust fund under the Municipal Code of the City of Chicago.

The total amount of these benefits, or $104,731.00 can be counted as applicable deductions.

12. That the Claimant and her minor child are currently receiving benefits under the policemen's annuity and benefit fund, which also include children's annuity benefits. Through the benefits of this fund, the Claimant and her minor child are to receive $1,258.60 per month, to a total of $271,857.60 until October 1996, when the Claimant's minor child will have reached the age of majority. The Claimant will then continue to receive a monthly check through the same fund until 2011, at which time she will be eligible for widow's pension. The

Claimant also currently receives social security benefits in the amount of $403.60 per month and has received $255.00 in social security burial benefits. In addition, the Claimant received $15,000.00 in life insurance as a result of the victim's death.

None of these benefits can be counted as applicable deductions under the Act.

13. That the total amount for which the Claimant seeks compensation is as follows:

Loss of support (41.4 years at $500 per month)	$248,400.00
Compensable funeral expenses	2,000.00
Total	$250,400.00
Less applicable deductions	-104,731.00
Less $200.00 deductible	-200.00
Net loss	$145,469.00

14. 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.

15. 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 Ann Van Schaik, wife of Roger Van Schaik, an innocent victim of a violent crime to be paid and disbursed to her as follows:

(a) $2,000.00 (two thousand dollars) to he paid to Ann Van Schaik;

(b) Sixteen (16) equal monthly payments of $500.00 (five hundred dollars) each to be paid to Ann Van Schaik for the use and benefit of herself and her minor child Erica Van Schaik;

(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-0190—Claim denied.)**

In re APPLICATION OF MICHAEL ZIEMBA.

Order filed March *5,1982.*

FERN H. ZITTLER, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*shot* while patronizing prostitute—claim denied. Victim of shooting was patronizing prostitute at time and therefore claim was denied, as Crime Victims Compensation Act precludes recovery if victim's injury was substantially attributable to his own wrongful act.

POCH, J.

This claim arises out of an incident that occurred on June 8, **1976.** Michael Ziemba, 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 September **27, 1979,** 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 June 8, **1976,** the Claimant was shot by an unknown offender during the course of an armed robbery. The incident occurred in an alley at **750** South Cicero Avenue, Chicago, Illinois. When questioned by the investigatory police officers as to what had transpired, the Claimant related that he had procured the services of a prostitute and that they had driven in the Claimant's car to the secluded alley. While there, the offender approached them and demanded the Claimant's money. When the Claimant resisted, the offender shot

him twice in the head. The Claimant then drove himself to Oak Park Hospital where he was treated for his injuries. The offender has been apprehended, prosecuted and convicted of armed robbery, aggravated battery and attempted murder.

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 the Claimant seeks compensation for medical/hospital expenses and loss of earnings. Among the medical expenses for which the Claimant seeks compensation are those he incurred for the amputation of his leg.

4. That it appears from the investigatory report and the police report that the Claimant's injury was substantially attributable to his involvement in the illegal act of patronizing a prostitute (Ill. Rev. Stat. 1975, ch. **38,** par. **11—18.).**

5. 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-0726—Claim denied.)**

In re APPLICATION OF JAMES S. KIZER.

Order filed February 8, 1982.

JAMES S. KIZER, pro **se,** for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*gambling argument—shooting—claim* **denied. Victim of shooting substantially contributed to his injury by participating in illegal card game which was source of argument leading to shooting, and recovery under Crime Victims Compensation Act would be denied as Act precludes recovery where victim's injury is attributable to his own wrongful act** or **substantial provocation of assailant.**

POCH, J.

This claim arises out of an incident that occurred on June **11, 1977.** James **S.** Kizer, 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 May **13, 1980,** on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on June **11, 1977,** the Claimant was shot during a card game at Gray Eyes Tavern in North Mounds City, Illinois, by an offender who was known to him. Police investigation revealed that the Claimant was a player at a gaming table when the offender accused him of taking some money. The offender asked for the money back and the Claimant refused, at which time the offender shot him. The Claimant was taken to Padco Community Hospital for treatment.

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 his wrongful act or substantial provocation of his assailant. Gambling is a crime in the State of Illinois. (Ill. Rev. Stat. 1977, ch. **38,** par. **28—1.)** This Court has consistently held since the Court's decision in the case of *In* ***Re Application*** *of* ***Hardy,*** **31** Ill. Ct. Cl. **230,** that where a victim was killed as a result of arguments during gambling, such a victim substantially contributed through his illegal acts to his own injury or death.

This Court in the ***Hardy*** case said:

> "Although this court can not ignore this brutal killing, neither can it ignore the evidence before it as to the circumstances leading to it. The Act under which this claim is made is intended to compensate for injuries or death to victims who were innocent of any contribution to their own injury or death. The victim in this case, placed himself in a situation, through his illegal activities, where further illegal activities would be the probable result. Surely, the victim did not expect to be murdered, but just as surely he did place himself in a situation where he can not be considered an innocent victim."

This reasoning is wholly applicable to the case before us.

3. That the evidence indicates that the Claimant was involved in a card game for money prior to his being shot, and that the shooting resulted from a dispute as to the money wagered in the game. Playing cards for money is an illegal act in violation of the Illinois Criminal Code (Ill. Rev. Stat. **1977,** ch. **38,** par. **28—1).** Therefore, the Claimant's injury was substantially attributable to his wrongful 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. 81-CV-0124—Claim denied.)

In re APPLICATION OF JOHN HORVAT.

Order filed October 7, 1981.

JOHN HORVAT, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*accidental* shooting—claim denied. Crime Victims Compensation Act is not intended to compensate for injuries suffered as a result of accidental shootings, and where victim was shot while friend was demonstrating how to load and unload weapon, claim would be denied, notwithstanding fact that person who shot victim was convicted of reckless conduct.

POCH, J.

This claim arises out of an incident that occurred on April 18, 1980. John Horvat, father of the minor victim, Stanley Horvat, 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 18, 1980, the victim was accidentally shot by Mr. James Adams, whom the victim knew. The incident occurred while the victim and his friend were being shown several guns by Mr. Adams in his residence at 1004 Belleview, Rockdale, Illinois. Initially, the victim and Mr. Adams informed police that the victim was shot when the gun fell from the kitchen table and fired. However, during the police investigation, the vic-

tim's friend stated that the victim was shot while Mr. Adams was demonstrating how to load and unload the guns. As he was unloading one of the guns, it fired and the bullet struck the victim in the stomach. The victim confirmed this account of the incident to the police. The victim was taken to St. Joseph's Hospital for treatment of his injuries. Mr. Adams was prosecuted and convicted on the charge of reckless conduct.

2. That the person who shot the victim was convicted of one of the violent crimes set forth under section 2(c) of the Act, to wit: reckless conduct (Ill. Rev. Stat. **1977,** ch. **38,** par. **12—5).** However, the victim sustained his injury as a result of an accidental shooting. It **is** not the intent of the Crime Victims Compensation Act to compensate injuries suffered as a result of an accidental shooting.

3. 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. 81-CV-0336—Claim denied.)

In re **APPLICATION OF NATALIE SMITH.**

Order filed September *17,* 1981.

NATALIE SMITH, *pro* se, for Claimant.

TYRONE C. FAHNER, Attorney General **(MAUREEN CAIN,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*untimely notification* of *police—claim* denied. Claim for benefits under Crime Victims Compensation Act

denied where victim of sexual assault failed to notify police of attack until nine days later and victim did not establish that delay in notification was timely under circumstances.

POCH, J.

This claim arises out of an incident that occurred on August 22, 1981, as a result of which the 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 October 24, 1980, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on August 22, 1981, the Claimant was allegedly accosted by an unknown offender who tried to sexually assault her. The incident occurred in a parking lot in the rear of the Chug-a-Lug tavern at 40 S. Lake Street, Mundelein, Illinois. The attack was interrupted when the Claimant's ex-husband came out of the bar and recognized her voice. The Claimant then ran from the offender, fell and allegedly injured her hand. Three days later, on August 25, 1981, the Claimant was treated for injuries sustained as a result of the incident. On August 31, 1981, the Claimant and her former husband went to the Mundelein police station to report the crime. The offender has not been apprehended.

2. That according to section 6.1(c) of the Act a person is entitled to compensation under this Act if the appropriate law enforcement officials were notified of the perpetration of the crime allegedly causing the death or injury to the victim within 72 hours or in the event such notification was made more than 72 hours after the perpetration of the crime, the applicant establishes that

such notice was timely under the circumstances.

3. That the Claimant notified law enforcement officials nine days after the perpetration of the crime.

4. That by reason of the Claimant's failure to establish that such notification nine days after the perpetration of the crime was timely under the circumstances, the Claimant **is** not eligible for compensation under the Act.

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

(No. **81-CV-0398—Claim denied.)**

In re APPLICATION OF RALPH PETERS.

Order filed July 1,1981.

JOHN TOWER, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*cancer death* ***not result*** *of assault—claim denied.* **Victim's death due to cancer within three months** of **purse-snatching incident in which victim was knocked to ground, was not shown to have been resnlt of crime, and claim for benefits under Act would be denied.**

POCH, J.

This claim arises out of an incident that occurred on March **8, 1979.** Ralph Peters, husband of the deceased victim, Myrtle Peters, 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 November 7, 1980, 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 March 8, 1979, the victim was pushed to the ground by an unknown offender who took her purse. The incident occurred on the front steps of her home at 710 Whitney Boulevard, Belvidere, Illinois. The victim was taken to St. Joseph's Hospital where she was treated for **a** fractured pelvis and multiple bruises that she sustained during the incident. The victim was discharged from the hospital on April 11, 1979.

In July of 1979, the victim began receiving treatment for a condition diagnosed as a pelvic mass. After surgery to remove this mass, a pathological examination revealed it to be adenocarcinoma consistent with recurrent carcinoma of the endometrium, a condition she had previously. The victim received treatment for this condition until her death on February 28, 1980. The cause of death listed on the medical certificate by the victim's physician, Dr. Earl Davis, was adenocarcinomatosis of the intestine and the approximate interval between onset and death is shown as three months. An additional cause of death is listed as endometrial adenocarcinoma and the interval between onset and death is shown as five months.

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 the Claimant alleges that the victim's death was the result of the injuries she suffered in the incident.

He is seeking compensation for medical/hospital expenses that the victim incurred from the date of the incident until her death. Additionally, he seeks compensation of funeral and burial expenses.

4. That statements from the victim's treating physicians and the medical certificate of death fail to substantiate that the victim's carcinoma and death were a result of the injuries she sustained in the incident. Therefore, the Claimant is not eligible for compensation of medical expenses arising from the victim's carcinoma and her funeral and burial expenses.

5. That although payment by the victim of specific medical expenses related to the original hospitalization might have constituted a compensable expense under the Crime Victims Compensation Act, the subsequent death of the victim renders the claim moot.

6. 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. **81-CV-0453—Claim denied.)**

In re APPLICATION OF MARIA ANAYA.

Order filed* August *10, 1981.

CHARLES MAY, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*victim had previously beaten attacker—claim denied.* **Claim for benefits under Crime Victims Compensation Act denied as evidence showed that person who shot and killed victim had earlier been beaten by victim and third person, and Act precludes recovery when victim's death is substantially attributable to victim's conduct.**

POCH, J.

This claim arises out of an incident that occurred on August 20, 1980. Maria Anaya, sister of the deceased victim, Frank Hernandez, 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 December 19, 1980, 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 on these documents and other evidence submitted to the Court, the Court finds:

1. That on August 30, 1980, the victim was shot by an offender who was known to him. The incident occurred on the street at 2219 S. Marshall, Chicago, Illinois. The police investigation revealed that a short time before the shooting, the victim and another person had attacked and severely beaten the offender. Several people intervened to stop this beating and the offender left the scene. The offender returned a short time later, produced a gun and shot both the victim and the other person who had attacked him. The victim was pronounced dead on arrival at St. Anthony's Hospital. The offender was apprehended, prosecuted on the charge of murder, but found not guilty in a bench trial.

2. That the Claimant seeks compensation for funeral and burial expenses.

3. That section 10.1 of the Act indicates factors used

to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

4. That it appears from the investigatory report and the police report that the victim's death was substantially attributable to his beating the offender a short time prior to the shooting.

5. That without addressing the merits of other issues raised in the investigatory report, the victim's conduct contributed to his death to such an extent as to warrant that the Claimant be denied entitlement to compensation.

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

(No. 81-CV-0518—Claim denied.)

In re **APPLICATION OF JOHNNY MAE HOWARD.**

Order filed December 14,1981.

Order on motion to add additional claimant filed December 14,1981.

JOHNNY MAE HOWARD AND CHARLES HOWARD, ***pro* se,** for Claimants.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*involuntary manslaughter charge—claim denied.* Claimants did not meet requirement of Crime Victims Compen-

sation Act that victim be injured by violent crime listed in Act, as evidence established that victim entered automobile of another person by mistake and was stopped and shot by owner who was ultimately found not guilty of involuntary manslaughter, and since involuntary manslaughter is not violent crime specifically set forth in Act, Claimants were denied benefits under Act.

POCH, J.

This claim arises out of an incident that occurred on February 1, 1980. Johnny Mae Howard and Charles Howard seek 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 8, 1981, 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 February 1, 1980, the victim was shot by an unknown offender. The incident occurred on the street at 7515 S. Ellis, Chicago, Illinois. Prior to the shooting, the victim had been playing cards with several friends in a friend's apartment at 7534 S. Ellis, Chicago, Illinois. One of these friends asked the victim to go to his automobile, which he told the victim was parked on Ellis Street, in order to obtain a check. The victim, however, mistakenly entered another automobile which belonged to the offender. When the offender observed the victim in the process of what he thought was the burglary of his automobile, the offender obtained his gun while his wife called the police to report the incident. The offender then approached the victim and told the victim at gunpoint to exit the offender's automobile and lie on the ground until the arrival of the police. After lying on the ground a few minutes, the victim grabbed at the offend-

er's leg. The offender then backed away and fired a warning shot which accidentally struck the victim. The victim was pronounced dead on arrival at Jackson Park Hospital. The offender was apprehended and prosecuted on the charge of involuntary manslaughter. However, as the offender had been attempting to protect his property and the shooting in this incident was accidental, the offender was found not guilty of involuntary manslaughter.

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 the offender was prosecuted on the charge of involuntary manslaughter, of which he was found not guilty. That involuntary manslaughter is not one of the violent crimes specifically set forth under section 2(c) of 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.

ORDER ON MOTION TO ADD
ADDITIONAL CLAIMANT

This cause comes to be heard on the petitioner's motion to add an additional claimant, and the Court being fully advised in the premises:

It is hereby ordered that the motion to add Charles Howard as an additional claimant in cause No. **81-CV-0518** be and is hereby granted.

(No. 81-CV-0544—Claim denied.)

In re APPLICATION OF CATHY ASHWORTH.

Order filed January 22,1982.

JAMES E. SOUK, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*same* household—no report of prior beatings—claim denied. Recovery for beating death of daughter denied where Claimant failed to report prior incidents in which Claimant's live-in boyfriend beat Claimant's daughter, thereby establishing that Claimant failed to comply with requirement of Crime Victims Compensation Act that law enforcement officials be notified of perpetration of crime and that Claimant cooperate fully with officials in apprehension and prosecution of assailant.

POCH, J.

This claim arises out of an incident that occurred on October 27, 1979. Cathy Ashworth, mother of the deceased victim, Cherry Ashworth, 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 21, 1981, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on October 27, 1979, the victim was beaten by the boyfriend of the victim's mother. The incident occurred at **41** Country View Estates, Urbana, Illinois, in the home shared by the victim, her mother and the offender. The victim **was** taken to Carle Hospital where she expired shortly after admission. Police investigation revealed that the offender had beaten the victim on several occasions prior to the fatal beating. The Claimant

indicated to several people that she was aware of these beatings; however, she failed to make any report of these beatings to law enforcement officials. The offender was apprehended and prosecuted on the charge of murder; however, he was found guilty of involuntary manslaughter.

2. That section 3(e) of the Act states that the Claimant is eligible for compensation if the victim and the assailant were not sharing the same household at the time of the crime occurred.

3. That according to section 6.1(e) of the Act, a victim is entitled to compensation if the victim is not sharing the same household with the assailant both at the time the notice of intent is filed with the Attorney General's office and at the time of the final adjudication of the claim.

4. That it appears from the investigatory report that the victim and the assailant were sharing the same household at the time the crime occurred.

5. According to sections 6.1(c) and (d) of the Act, a person is entitled to compensation under the Act if the appropriate law enforcement officials were notified of the perpetration of the crime and the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

6. That police investigation revealed that the victim's death was the result of the last of several beatings administered by the offender. The Claimant indicated to several people that she was aware of such beatings but failed to make any report of these to law enforcement officials. By reason of her failure to contact law enforcement officials regarding these beatings and the violent pattern of behavior exhibited by the offender towards the victim, the Claimant has failed to comply with sec-

tions 6.1(c) and (d) of the Act.

7. That the Claimant has not met required conditions precedent for compensation under the Act.

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

(No. 81-CV-0569—Claim denied.)

In re APPLICATION OF VIRGIL DRAGOS.

Order filed December 14, 1981.

VIRGIL DRAGOS, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*solicitation of prostitute—claim denied.* compensation under Crime Victims compensation Act denied as evidence established that victim was hit on head with bottle by female impersonator victim had procured based on impression that impersonator was prostitute, and Act does not allow recovery for injuries which are result of criminal conduct on part of victim.

POCH, J.

This claim arises out of an incident that occurred on June 17, 1980. Virgil Dragos, 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 21, 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 on these

documents and other evidence submitted to the Court, the Court finds:

1. That on June 17, 1980, the Claimant alleges that an unknown offender entered his apartment and hit him over the head with a bottle during the course of a robbery. Subsequent police investigation revealed that the Claimant had procured a female impersonator, thinking that he was a prostitute. The Claimant then took the individual to his apartment. When the Claimant realized that the offender was a female impersonator, the offender hit him over the head with a bottle and robbed him. The incident occurred in the Claimant's apartment located at 5900 N. Sheridan Road, Chicago, Illinois. The Claimant was taken to Edgewater Hospital and admitted for treatment. The offender has not been apprehended to date.

2. That the Claimant seeks compensation for loss of earnings.

3. That section 10.1 of the Act indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

4. That it appears from the investigatory report and the police report that the Claimant's injury was substantially attributable to the unlawful act of soliciting for a prostitute. Soliciting for a prostitute is an illegal act in violation of the Illinois Criminal Code. Ill. Rev. Stat. 1977, ch. 38, par. 28—1.

5. That without addressing the merits of other issues raised in the investigatory report, the Claimant's conduct contributed to his injury to such an extent as to warrant that the Claimant be denied entitlement to compensation.

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

(No. 81-CV-0901—Claim denied.)

In re APPLICATION OF GAYLE KINDER.

Order filed December 31, 1981.

GAYLE KINDER, *pro se,* for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*non-intentional motor vehicle offense—claim denied.* **Crime Victims Compensation Act was not intended to include compensation for non-intentional motor vehicle offenses, and therefore claim for injuries sustained in hit-and-rim accident was denied.**

POCH, J.

This claim arises out of an incident that occurred on November 23, 1980. Gayle Kinder 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 23, 1980, the Claimant was the victim of a hit-and-run accident as he was walking on the shoulder of Camp Jackson Highway, Cahokia, Illinois.

The Claimant was taken to Memorial Hospital for treatment of a fractured leg. The driver of the vehicle was not apprehended.

2. That 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. That in *In re Stevens* (1976), **31** Ill. Ct. Cl. 610, the Court held: "It is the opinion of this Court that the Illinois General Assembly did not intend to include compensation for non-intentional 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. 81-CV-0920—Claim denied.)

In re APPLICATION OF ALICE NANCE.

Order filed October 7, 1981.

ALICE NANCE, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN **CAIN,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*smoke inhalation—no evidence of violent crime—claim denied.* **Claim for death of victim due to smoke inhalation as result of fire at his residence denied as there was no evidence as to cause of fire or evidence proving that death was result of one of violent crimes listed in Crime Victims Compensation Act.**

POCH, J.

This claim arises out of an incident that occurred on December 29, 1979. Alice Nance, sister of the deceased victim, Floyd Brown, 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 May 6, 1981, 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 29, 1979, the victim died of smoke inhalation as a result of a fire at his residence at 4530 N. Malden, Chicago, Illinois. The victim was pronounced dead on arrival at Weiss Memorial Hospital. The cause of the victim's death, as listed on the death certificate, was acute carbon monoxide intoxication. The police investigation was unable to determine the cause of the fire.

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 there was no evidence to prove that the victim died as a result of one of the violent crimes specifically set forth under section 2(c) of 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.81-CV-0984—Claim denied.)

In re APPLICATION OF JANE KRILL.

Order filed February 8, 1982.

JANE KRILL, *pro se,* for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*undetermined cause of death—claim denied.* Determination of coroner's inqnest that victim died of cerebral hemorrhage not dne to violence resulted in ruling of jnry that exact natnre of death was nncletermined, and claim for benefits nnder Crime Victims Compensation Act was denied as there was no evidence that death was due to one of the violent crimes specifically listed in the Act.

POCH, J.

This claim arises out of an incident that occurred on April 18, 1981. Jane Krill 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 May 22, 1981, 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 18, 1981, the victim was found lying unconscious in his bed at 1111/2 North 6th Street, Springfield, Illinois. Mr. Pauley was taken to St. Joseph's Hospital where he remained in a comatose state until his death on April 23, 1981. The Sangamon County coroner's office determined that the victim's death was due to a cerebral hemorrhage causing brain damage combined with severe bronchopneumonia. A coroner's inquest was held regard-

ing the victim's death. Testimony at the inquest indicated that the victim's death was not due to violence; however, the jury ruled the exact nature of his death as undetermined.

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 the victim's death was not attributable to one of the violent crimes specifically set forth under section 2(c) of 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. 81-CV-0999—Claim dismissed.)

***In re* APPLICATION OF DOROTHY BERRY.**

Order filed January 11, 1982.

DOROTHY BERRY, ***pro* se**, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of Counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—death from causes unrelated to claim—claim moot.* **Claim for benefits under Crime Victims Compensation Act dismissed as Claimant had since died of cause unrelated to claim, thereby rendering claim moot.**

ROE, C.J.

Upon review of the file, the Court finds that the

Claimant is now deceased from causes unrelated to the above-captioned claim, and therefore this claim is moot.

On the Court's motion, it is hereby ordered that this claim be and is hereby dismissed.

(No. 81-CV-1024—Claim denied.)

In re APPLICATION OF EDWARD McCLAIN.

Order filed September 17,1981.

EDWARD McCLAIN, pro *se*, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*victim* participating in *burglary*—claim denied. Evidence established that victim was involved in burglary at time he was shot and killed by off-duty police officer who observed victim fleeing scene, and claim for funeral expenses under Crime Victims Compensation Act would be denied as benefits under Act are not allowed if victim's criminal conduct contributed to his death.

POCH, J.

This claim arises out of an incident that occurred on April 2, 1981. Edward McClain, father of the deceased victim, Charles McClain, 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 June 10, 1981, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substan-

tiates matters set forth in the application. Based on these documents and other evidence submitted to the Court, the Court finds:

1. That on April 2, 1981, the victim was shot by an off-duty Chicago police officer after he had burglarized a tavern at 1249 E. 78th Street, Chicago, Illinois. Two off-duty officers were in the tavern when the victim was observed quickly exiting the premises after coming out of a room designated for employees only. The bartender then observed that the room had been burglarized and the two officers gave pursuit to the victim. They eventually observed the victim in an alley behind the tavern. When one of the officers announced his office, the victim produced a gun and fired one shot at the officer. The officer fired several shots at the victim, fatally wounding him. The victim was taken to Jackson Park Hospital where he was pronounced dead on arrival. After an investigation of the incident, the State's Attorney's office recommended that no charges be filed against the officer. The Chicago police department classified the incident as justifiable homicide.

2. That the Claimant seeks compensation for funeral expenses only. The Claimant was not dependent upon the victim for support.

3. That section 10.1 of the Act indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

4. That it appears from the investigatory report and the police report that the victim's death was substantially attributable to his involvement in the burglary of the tav-

ern and his attempts to shoot the police officer who was attempting to apprehend him.

5. That without addressing the merits of other issues raised in the investigatory report, the victim's conduct contributed to his death to such an extent as to warrant that the Claimant be denied entitlement to compensation.

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

(No. 81-CV-0352—Claim **denied.)**

In re APPLICATION OF WILLA SIMPSON.

Order filed *February* 8, 1982.

WILLA SIMPSON, pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (MAUREEN CAIN, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*non-intentional* motor vehicle offense—claim denied. Crime Victims Compensation Act was not intended to include compensation for non-intentional motor vehicle offenses, and therefore claim for injuries sustained in hit-and-run accident was denied.

POCH, J.

This claim arises out of an incident that occurred on June 6, 1981. Willa Simpson, mother of the deceased victim, Michael Simpson, 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 October 20, 1981, 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 June 6, 1981, the victim was struck by an automobile as he rode his bicycle eastbound along Washington Street in Gurnee, Illinois. The victim was pronounced dead at the scene. An investigation by the Gurnee police department and an inquest by the Lake County coroner's office determined that the incident was a hit-and-run accident and that the victim's death was the result of reckless homicide.

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 Stevens*** (1976), **31** Ill. Ct. Cl. 610, the Court held: "It is the opinion of this Court that the Illinois General Assembly did not intend to include compensation for non-intentional 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.

CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL
FY 1982

75-CV-0271	Krieger, Paul P.	Reconsidered Denial
76-CV-0066	Fronek, Frank	$2,665.42
76-CV-0095	Graves, John C.	Reconsidered Dismissal
76-CV-0237	Perez, Mateo	Dismissed
76-CV-0399	Williams, John	Dismissed
76-CV-0535	McKinney, Arlene	Dismissed
76-CV-0692	Hawthorne, Glen	Dismissed
76-CV-0909	Presswood, Roger	Reconsidered Dismissal
76-CV-0948	Underwood, Dennis K.	Reconsidered Dismissal
76-CV-0961	Hubbard, Michael	Dismissed
76-CV-1044	Groth, Livia E.	Dismissed
76-CV-1085	Schnell, Joseph F.	1,610.74
76-CV-1090	Geary, Joseph	Reconsidered Denial
76-CV-1092	Dolce, Jennie	10,000.00
76-CV-1121	Mack, Robert L.	Reconsidered Dismissal
76-CV-1148	Adame, Gabriel	Dismissed
76-CV-1211	McCall, Hattie S.	10,000.00
76-CV-1257	Young, Mae Ella	Dismissed
76-CV-1335	Rogers, John	Dismissed
76-CV-1454	Heaney, James	Dismissed
76-CV-1493	Biskup, Dennis	1,587.84
77-CV-0031	Johnson, Lula	Denied
77-CV-0035	Butler, Isiah	Dismissed
77-CV-0040	Benson, Barbara	Dismissed
77-CV-0064	Rogers, Mary	Dismissed
77-CV-0123	Shepherd, Juanita,	Reconsidered Denial
77-CV-0131	Olson, Madeline	Dismissed
77-CV-0150	Rosas, Elias	620.45
77-CV-0152	Flenoy, Robert L.	Dismissed
77-CV-0239	Prater, Verna L.	100.00
77-CV-0241	Becker, Leon	720.23
77-CV-0261	Hampton, Vernon	Reconsidered Dismissal
77-CV-0264	Burns, Inez	Reconsidered Dismissal
77-CV-0269	Menckey, Edith Taylor	Denied
77-CV-0273	Meinardi, Irene	2,143.40
77-CV-0310	McDonald, Louis J.	Reconsidered Denial
77-CV-0318	Goodside, Summer Truth	Reconsidered Dismissal
77-CV-0361	Ehrlich, Arthur	Dismissed

77-CV-0411	Ash, Rosa Lee	1,391.55
	and Williams, Celeste	608.45
77-CV-0422	Perdue, Gizelle	Denied
77-CV-0478	Clyne, Thomas	Dismissed
77-CV-0503	O'Brien, Dennis	Denied
77-CV-0559	Hampton, Lillie	2,041.00
77-CV-0560	Podoba, Neil	Denied
77-CV-0606	Schauer, Lois E.	Dismissed
77-CV-0612	Trujillo, Odila Lopez	Denied
77-CV-0615	Davis, Pearl	Reconsidered Dismissal
77-CV-0618	Daniels, Glen	Dismissed
77-CV-0623	Sanchez, Mary Faith	Dismissed
77-CV-0648	Diaz, Felicita	Denied
77-CV-0723	Hand, Gregory James	1,805.95
77-CV-0728	Howze, Walter, Jr.	Dismissed
77-CV-0736	Jones, Versie L.	Reconsidered Denial
77-CV-0759	Olson, Madeline M.	Denied
77-CV-0761	Hampton, Louis	Dismissed
77-CV-0791	Turner, Marine	Reconsidered Dismissal
77-CV-0794	McCullough, William	Dismissed
78-CV-0039	Purl, Thomas A.	Dismissed
78-CV-0073	McAllister, L.V.	Dismissed
78-CV-0089	Ferraro, Joseph P.	Dismissed
78-CV-0131	Peterson, William	Dismissed
78-CV-0170	Reed, J.W.	Reconsidered Denial
78-CV-0180	Espinosa, Angelo	Dismissed
78-CV-0199	Filippi, Brenda Faye	Dismissed
78-CV-0220	Evans, Lillie	1,907.00
78-CV-0248	Milin, Slavoljub, Jr.	Dismissed
78-CV-0256	Davis, Benny	Dismissed
78-CV-0280	Townsend, John W.	Dismissed
78-CV-0295	Szymanski, Matthew	2,737.33
78-CV-0309	Levy, Janice	Dismissed
78-CV-0327	Poulsen, John	Reconsidered Dismissal
78-CV-0349	Chmielewski, Carol	Reconsidered Dismissal
78-CV-0352	Hammond, David B.	Dismissed
78-CV-0372	Estrada, Simon and Geronima	Denied
78-CV-0392	Moreno, Alicia	Dismissed
78-CV-0434	Milin, Slavoljub, Jr.	Dismissed
78-CV-0446	Scudder, Gary	Dismissed
78-CV-0455	Anthony, Awilda	Dismissed
78-CV-0471	Young, Annie & Ernest	Dismissed

78-CV-0476	Stewart, Albert	Denied
78-CV-0500	Weber, Dale	Dismissed
78-CV-0501	Cinnirella, Nick	Dismissed
78-CV-0524	Larocca, Rocco T.	Dismissed
78-CV-0528	Nerat, Guadalupe	Denied
78-CV-0539	Hudson, Bruce E.	Dismissed
78-CV-0542	Wingert, Marie	10,000.00
78-CV-0543	Wardlow, Mark E.	2,766.92
78-CV-0571	Lynch, Anita	Dismissed
78-CV-0572	Palmieri, Richard	Dismissed
78-CV-0573	Ziperstein, Eugene	Dismissed
78-CV-0581	Olsen, Lawrence H.	1,250.00
78-CV-0592	Jonker, Patricia Riley	10,000.00
78-CV-0596	Williams, Moses	Dismissed
78-CV-0607	Statkus, Walter	Denied
78-CV-0608	Smith, Mary	10,000.00
78-CV-0619	Hayes, Ernest, Sr.	Denied
78-CV-0626	Schoeph, Patrick	Reconsidered Denial
78-CV-0637	McDaniel, Esther	Dismissed
78-CV-0663	King, Rex	Reconsidered Dismissal
78-CV-0666	Tybor, Harriet	2,000.00
78-CV-0678	LaValle, Blanche L.	2,435.40
78-CV-0693	Dupree, Marjorie	10,000.00
78-CV-0695	Clements, James	Denied
78-CV-0697	Dantzler, Fannie	Dismissed
78-CV-0722	Johnson, Doris L.	Dismissed
78-CV-0725	Lewis, Clifford J.	Dismissed
78-CV-0727	Contreraz, Jose	363.33
78-CV-0763	McThay, Patricia	Dismissed
78-CV-0770	Damask, Robert .	Reconsidered Denial
78-CV-0787	Lemos, J.C. Espino	Dismissed
79-CV-0001	Thomas, James E.	Reconsidered Dismissal
79-CV-0002	Strother, Ludealur	Dismissed
79-CV-0006	Carpentier, Todd	6,235.80
79-CV-0007	Harris, Harley and Margaret	2,000.00
79-CV-0010	Moore, Jerry	Dismissed
79-CV-0014	Lerma, Fransisco J.	.Denied
79-CV-0025	Parker, John R.	Denied
79-CV-0027	Peoples, James C., Sr.	Dismissed
79-CV-0035	Woods, Debra Carter	137.20
79-cv-0053	Leiser, Clara	Dismissed
79-CV-0070	Jones, Anna Lee	Dismissed

79-CV-0084	Webb, Alva	5,000.00
79-CV-0088	Delay, Susan, nee Carnaghi, Susan M.	169.11
79-CV-0096	Schonert, Charles	Reconsidered Dismissal
79-CV-0108	Saulter, Herman	Denied
79-CV-0115	King, Darnell	Dismissed
79-CV-0130	Saboff, Paul	10,000.00
79-CV-0133	Valente, Wilma R.	Dismissed
79-CV-0144	Torres, Jesus M.	Reconsidered Denial
79-CV-0147	McConathy, Leroy	Denied
79-CV-0150	Hamilton, Hattie	2,000.00
79-CV-0156	Horkovy, Bernice S.	Dismissed
79-CV-0170	Roche, Roger D.	Dismissed
79-CV-0178	Hillard, Evelyn Marie	Denied
79-CV-0188	Saulter, Herman	Denied
79-CV-0193	Norman, Willie Joe	Denied
79-CV-0195	Minner, Peter	Dismissed
79-CV-0201	Lewis, Marlene	10,000.00
79-CV-0203	Goodson, Shelia	Dismissed
79-CV-0205	Littlefield, Daniel	Reconsidered Dismissal
79-CV-0214	Hale, Janie	1,344.85
79-CV-0227	Pioro, Sharyl A.	Dismissed
79-CV-0234	Brady, Lewis, Sr.	Denied
79-CV-0241	Stremel, Steven	931.31
79-CV-0242	White, Kirk D.	1,705.95
79-CV-0249	Shiftlett, Patricia	Dismissed
79-CV-0252	Ortiz, Ramiro	Dismissed
79-CV-0253	Wright, June	Reconsidered Denial
79-CV-0256	Vaisvilas, Frank	784.92
79-CV-0281	Harris, Nellie	8,655.15
79-CV-0295	Marroquin, Josephina and Jesus	1,761.25
	and Colon, Gloria J.	Denied
79-CV-0302	Hangartner, Teri Lee	660.63
79-CV-0321	Daniels, Dorothy	450.00
79-CV-0323	McGuire, Timothy P.	Dismissed
79-CV-0326	Maniscalco, Luigi	10,000.00
79-CV-0331	Hubbard, Kenneth	Denied
79-CV-0333	Hullett, Joan	800.00
79-CV-0334	Johnson, James	2,342.44
79-CV-0336	McLynn, Michael J.	Dismissed
79-CV-0338	Cabrera, Josefa Hernandez	Dismissed
79-CV-0344	Walker, Dale E.	Denied
79-CV-0355	Stringfellow, James	10,000.00

79-CV-0356	Kelley, Lurena	Denied
79-CV-0360	Hicks, George	Dismissed
79-CV-0361	Faulkner, Lucille	Reconsidered Denial
79-CV-0366	Ziegenhorn, Sarah	2,273.55
79-CV-0374	Santana, Lydia Dominquez	Denied
79-CV-0394	Dunn, Flavia	Denied
79-CV-0397	Gardner, Nathaniel	Dismissed
79-CV-0410	Olivera, Pastor Antonio	450.51
79-CV-0411	Okleshen, George T.	Denied
79-CV-0412	Nava, Refugio V.	Dismissed
79-CV-0415	Longstreet, Condal	Reconsidered Denial
79-CV-0416	Longstreet, Condal	Reconsidered Denial
80-CV-0003	Montanez, George	Denied
80-CV-0008	Morris, Theresa L.	Denied
80-CV-0022	Brown, Ricky Lee	Dismissed
80-CV-0030	Perez, Maria G.	Denied
80-CV-0039	Lipscomb, Jessie	1,800.00
80-CV-0048	Hobbs, Robert	Dismissed
80-CV-0055	Philipp, Theresa	Denied
80-CV-0061	Marrs, William E.	315.21
80-CV-0072	Hunter, Mae Katherine	856.00
80-CV-0093	Estrada, Simon & Geronina	Denied
80-CV-0096	Nielsen, Margaret	1,754.22
80-CV-0097	Haynes, Earnest	Dismissed
80-CV-0100	George, Wanda	Denied
80-CV-0102	Lucadello, Robert	1,572.72
	and Lucadello, Michael	295.07
80-CV-0103	Bijarro, Gloria	Denied
80-CV-0146	Sullivan, Mattie	Denied
80-CV-0153	Caffey, Cora Lee	Dismissed
80-CV-0156	Freber, Robert J.	Dismissed
80-CV-0170	Lemons, Wesley	Denied
80-CV-0177	Inman, Jean M.	Dismissed
80-CV-0183	Krawec, Michael	1,132.42
80-CV-0195	Messmore, Barbara	Denied
80-CV-0196	Hermes, Roger A., Jr.	Denied
80-CV-0198	Sanders, John E., Jr.	Denied
80-CV-0201	Reed, Delores	4,200.00
	and Reed, Edward	5,800.00
80-CV-0202	Paul, Kevin R.	6,980.80
80-CV-0243	Moran, Michael E.	Dismissed
80-CV-0246	Atkins, Geraldine	Denied

80-CV-0254	Albanito, Michelina	Dismissed
80-CV-0261	Abarca, Natalie	795.00
80-CV-0275	Lake, Angelo	Denied
80-CV-0280	Coughlin, John	Denied
80-CV-0283	Zimmerman, Charles	Reconsidered Dismissal
80-CV-0288	Ipser, George	3,069.10
80-CV-0289	Comas, Juan Lopez	Dismissed
80-CV-0291	Click, Betty Jo	Dismissed
80-CV-0294	Moseley, Naomi Ruth	Reconsidered Dismissal
80-CV-0300	Lamb, Michael J.	Denied
80-CV-0301	Hamilton, Alberta	Denied
80-CV-0311	Goodwin, Edward J.	Dismissed
80-CV-0312	Bender, Glen D.	2,000.00
80-CV-0325	Upton, Horace Bruce	Denied
80-CV-0327	Helgeson, Arlene M.	10,000.00
80-CV-0331	Cook, Michael W.	150.00
80-CV-0333	Vaughn, Catherine	Denied
80-CV-0342	Duncan, Patricia D.	10,000.00
80-CV-0344	Flock, Mark John	Denied
80-CV-0347	Smith, Roger A.	1,252.57
80-CV-0349	Bynum, Alice	2,195.00
80-CV-0353	Doyle, Timothy J.	403.15
80-CV-0358	Hubbard, Sandra K.	10,000.00
80-CV-0359	Humphries, Henry	Dismissed
80-CV-0360	Policky, Patricia J.	Reconsidered Dismissal
80-CV-0364	Leonard, Johnie and Lena	Denied
80-CV-0368	Hutchesson, Nina M.	Denied
80-CV-0372	Clark, Marie	844.17
80-CV-0380	Daly, Timothy J., Sr.	2,000.00
80-CV-0381	Daly, Timothy J., Sr.	Consolidated under 80-CV-0380
80-CV-0383	Cavaliere, Dominick	Dismissed
80-CV-0387	Jackson, Deborah	10,000.00
80-CV-0395	Webster, Henry	4,141.20
80-CV-0406	Scimica, Thomas C.	1,959.38
80-CV-0408	Wilson, Bobby Lee	Dismissed
80-CV-0413	Lewis, Donald R.	Dismissed
80-CV-0418	Furman, Claudia	10,000.00
80-CV-0421	Armstead, Margaritta D.	Dismissed
80-CV-0430	Sharrieff, Phyllis J.	Denied
80-CV-0432	Zerang, Owrang Zib	Dismissed
80-CV-0439	Geberin, Geoffrey L.	Denied
80-CV-0440	Cembala, Henry	3,401.89

80-CV-0446	Parks, Dale Wayne	Dismissed
80-CV-0457	Newsome, Carol	Denied
80-CV-0460	Gallardo, Donald R.	Dismissed
80-CV-0463	Ofcky, Robert L., Jr.	Denied
80-CV-0464	Jocelyn, Ronald W.	Dismissed
80-CV-0467	Bailey, Lynn Stewart	Denied
80-CV-0476	Taylor, Nelson	Dismissed
80-CV-0478	Hearn, Gary L.	Denied
80-CV-0482	Grigsby, Earl	Dismissed
80-CV-0483	Tienda, Steven	Denied
80-CV-0487	Gonzalez, Francisco	Reconsidered Denial
80-CV-0488	Gonzalez, Elida	1,367.83
80-CV-0493	Boyd, Lee	Dismissed
80-CV-0500	Kimes, Douglas	Dismissed
80-CV-0507	Howell, Delphine	Denied
80-CV-0515	Carter, M.C.	6,940.00
80-CV-0523	Pettit, Susan L.	Dismissed
80-CV-0532	Villar, Ralph, Jr.	6,784.51
80-CV-0538	McMutuary, Dorma	**10,000.00**
80-CV-0542	Strojin, Emilie	5,696.36
80-CV-0548	Wood, Laura	1,767.55
80-CV-0552	Jaskewycz, Anna	Denied
80-CV-0553	Jarrett, Eddie L.	Dismissed
80-CV-0558	Ball, David	Dismissed
80-CV-0561	Hamlin, Robyn L.	**1,376.99**
80-CV-0586	Johnson, Marjorie	10,000.00
80-CV-0598	Hite, Clarretta	Denied
80-CV-0599	Kotkowski, Maria	Dismissed
80-CV-0606	O'Sullivan, Shelley D.	Dismissed
80-CV-0608	Boroski, Cynthia Olson	591.46
80-CV-0613	Bovino, Sandra R.	16.30
80-CV-0616	Cook-Bey, Valerie	10,000.00
80-CV-0618	Davis, Lillie M.	15,000.00
80-CV-0626	Herdenberg, Ralph S.	2,000.00
	and Herdenberg, Mary	Denied
80-CV-0630	Jones, Rosie L.	Denied
80-CV-0632	Kolar, Jane F.	15,000.00
80-CV-0643	Shaw, Glen	935.23
80-CV-0650	Thompson, Helen	2,000.00
80-CV-0651	Tipton, Willa	15,000.00
80-CV-0654	Waller, Donna Moseley	Dismissed
80-CV-0659	Turner, Clarence A., Jr.	Dismissed

80-CV-0664	Kitchen, Johnnie Bee	Dismissed
80-CV-0666	Strubberg, Leroy	Dismissed
80-CV-0680	Urbantsching, John	Dismissed
80-CV-0681	Zaremba, Marianna	Denied
80-CV-0684	Bates, Jeffrey M.	1,185.00
	& Bates, Genevieve	Denied
80-CV-0686	Chester, Ardell	Reconsidered Dismissal
80-CV-0688	Cunningham, Jessie J.	1,270.00
80-CV-0694	Hawkins, Nancy L.	15,000.00
80-CV-0702	Reed, John W.	Dismissed
80-CV-0703	Roman, Candida Santiago	15,000.00
80-CV-0711	Watkins, Amy Rose	Dismissed
80-CV-0716	Ng-lun, Marie Therese	Denied
80-CV-0719	Roam, Dorothy Mae	10,000.00
80-CV-0745	Bowen, Stacey	117.27
80-CV-0749	Covarrubias, Juan	Dismissed
80-CV-0751	Diaz, Gloria	3,326.94
	& Diaz, Euligio	951.46
80-CV-0759	Kolesiak, Charlotte P.	1,765.00
80-CV-0760	LaBelle, Mary	15,000.00
80-CV-0771	Rhein, Dorothy L.	10,000.00
80-CV-0786	Evans, Ronald, Sr.	2,000.00
80-CV-0787	Gentry, Michael	4,465.25
80-CV-0788	Hall, Lula	Denied
80-CV-0791	Kotrba, Sophie M.	15,000.00
80-CV-0796	Sieradzki, Walter	Reconsidered Denial
80-CV-0803	McDermott, Michael	422.97
80-CV-0806	Johnson, Gerald	1,192.41
80-CV-0808	Yankway, Mayme S.	1,379.50
80-CV-0822	Murray, Curtis Douglas	890.07
80-CV-0824	Rayner, Terry	1,530.45
80-CV-0834	Nelson, Annie	Denied
80-CV-0842	Smith, Kurtis B.	Denied
80-CV-0844	Oliver, Gloria and Oliver, John	10,000.00
80-CV-0845	Nesbitt, Luther C.	Denied
81-CV-0002	Carrion, Nelly B.	Dismissed
81-CV-0004	Elder, Leroy	Denied
81-CV-0010	Johnson, Harold	Dismissed
81-CV-0013	Matthews, Arbell	1,887.00
81-CV-0015	Parker, Ryland S.	781.75
81-CV-0023	Coventry, Kenneth K.	978.97
81-CV-0025	Baldock, Donna J.	Denied

81-CV-0027	Elm, Edward J.	10,000.00
81-CV-0030	Cantu, Bertha	2,000.00
81-CV-0033	Hernandez, Bernardo	1,246.90
81-CV-0036	Booker, Ruthie Lee Jackson	Denied
81-CV-0037	Lopez, Hector	325.15
81-CV-0040	Neal, Annie Bell	1,760.00
81-CV-0043	Pinon, Guadalupe & Rivera, Jesus	Denied
81-CV-0057	Hoffman, Otto C., Jr.	692.15
81-CV-0065	Saenz, Juan	15,000.00
81-CV-0066	Scott, John Conduff	Denied
81-CV-0071	Barners, Vickie Lee	Denied
81-CV-0073	Carroll, Donald J.	1,639.04
81-CV-0077	McEwen, Ronald J.	Dismissed
81-CV-0081	Richmond, Dorothy	Denied
81-CV-0093	Loera, Santos	Denied
81-CV-0097	Gutowski, John	5,270.12
81-CV-0103	Sienkowski, Tony P.	Denied
81-CV-0108	White, Dorothy	254.10
81-CV-0113	Parker, Bradley	Dismissed
81-CV-0117	Jackson, W.L.	10,000.00
81-CV-0127	Sanford, Gary	1,385.59
81-CV-0129	Williams, Ruth	2,000.00
81-CV-0131	Melton, James H.	Denied
81-CV-0133	Loera, Santos	Denied
81-CV-0147	Powell, Madge	15,000.00
81-CV-0150	Davis, Paul S.	10,000.00
81-CV-0153	Rush, Leroy	Dismissed
81-CV-0158	Bieganska, Zofia	180.00
81-CV-0167	Jimenez, Israel	355.00
81-CV-0169	Kizart, Beatrice	Denied
81-CV-0170	Lynch, Arthur M.	517.00
81-CV-0172	Meza, Rafael	Denied
81-CV-0174	Murphy, Howard C.	Denied
81-CV-0175	O'Dell, Tommy Joe	3,061.08
81-CV-0178	Paulauski, Mary Susan	Reconsidered Dismissal
81-CV-0179	Roumi, Baris	1,398.84
81-CV-0181	Williams, Dorothy	10,000.00
81-CV-0182	Buehrig, Milton	15,000.00
81-CV-0184	Puente, Samuel	Denied
81-CV-0206	Davis, Mattie	Denied
81-CV-0213	Frazier, Reuben, Sr.	Reconsidered Dismissal
81-CV-0217	Kurnik, Robert Casimir	Denied

81-CV-0219	Meeks, Jessie M.	Denied
81-CV-0220	Mixon, Naomi	Denied
81-CV-0221	Neubauer, William A.	Denied
81-CV-0222	Ortega, Antonio	Denied
81-CV-0223	Mitrani, Lori Polin	3,296.00
81-CV-0225	Reis, Simon	2,020.08
81-CV-0228	Washington, Margo Sylvia	Denied
81-CV-0236	Adams, Fredrick D.	Dismissed
81-CV-0237	Bell, John Wallace	Dismissed
81-CV-0238	Budde, Prentice	2,055.00
81-CV-0239	Buran, Bruce A.	100.00
81-CV-0243	Garza, Daniel	Dismissed
81-CV-0247	Johnson, Shirley Gail	15,000.00
81-CV-0249	Magee, Susie	2,000.00
81-CV-0251	Yancey, Shelia K.	1,779.92
81-CV-0252	Ortiz, Marcelino	1,410.00
81-CV-0253	Pagan, Bernice	7,616.62
81-CV-0254	Procaccio, Joseph	Denied
81-CV-0257	Mooney, Karen	Dismissed
81-CV-0260	Carothers, Robert S.	6,206.03
81-CV-0262	Duncan, Harold L.	2,000.00
81-CV-0263	Saben, Candace Ann	15,000.00
81-CV-0266	Johnson, Howard	2,000.00
81-CV-0274	Daniels, William M.	1,207.15
81-CV-0277	Martinez, Delfino	807.92
81-CV-0278	McCook, Stephen C.	174.99
81-CV-0279	Meile, Frank G.	2,000.00
81-CV-0280	Mitchell, Floyd	433.33
	& Mitchell, Dorothy	866.67
81-CV-0282	Ortiz, Maria Elena	15,000.00
81-CV-0285	Rudd, Benjamin	2,000.00
	& Rudd, Tanya	13,000.00
81-CV-0286	Scruggs, Belinda I.	351.23
81-CV-0289	Thompkins, Betty	Denied
81-CV-0291	Vaughn, Frederick	1,264.90
81-CV-0292	Wilberton, Jacqueline	1,160.00
81-CV-0294	Rydzewski, Kenneth J.	Denied
81-CV-0301	Allbritton, James	Dismissed
81-CV-0309	Johnson, Juanita	10,000.00
81-CV-0317	Johnson, Elizabeth C.	2,041.90
81-CV-0320	Matos, Maria	1,770.00
81-CV-0322	Meadows, Irene	Denied

81-CV-0324	Nash, G.W., Sr.,	1,100.00
	Nash, Mattie	Denied
81-CV-0325	Nelson, Marla Taron	Dismissed
81-CV-0326	Nino, Gumersindo Martinez	2,480.62
81-CV-0327	Penyich, Alexander	Denied
81-CV-0328	Peterson, Constance	2,000.00
81-CV-0332	Sanchez, Filiberto	1,891.40
81-CV-0337	Tripp, Jerry	2,725.84
81-CV-0353	Kasoski, Ali	Denied
81-CV-0354	Lees, Darlene	2,087.30
81-CV-0357	Needham, Brian Thomas	841.60
81-CV-0358	Olish, Helena	Reconsidered Dismissal
81-CV-0360	Pal, Julie Diane	848.10
81-CV-0361	Purnell, Estella	1,016.00
81-CV-0362	Reed, Lynn	Denied
81-CV-0365	Rosado, Benjamin	Denied
81-CV-0366	Ross, Chandra	15,000.00
81-CV-0370	Williams, Ada	2,000.00
81-CV-0371	Marino, Sherry	2,000.00
81-CV-0377	Gentile, Suzan	Denied
81-CV-0380	Smith, Larry D.	Denied
81-CV-0381	Borum, Allan R.	1,867.06
81-CV-0383	Rynkar, Brian M.	2,822.00
81-CV-0385	Cox, Lafayette	905.00
81-CV-0388	Garcia, Alice	Denied
81-CV-0391	Holliman, Elbert, Jr.	Denied
81-CV-0394	Knowles, James, Jr.	Denied
81-CV-0397	Paige, Walter	Denied
81-CV-0402	Marshall, Betty J.	Denied
81-CV-0403	Cole, Sandra L.	Denied
81-CV-0405	Anthony, Jessie	1,895.24
81-CV-0406	Humphrey, Fred, Jr.	1,296.50
	& Humphrey, Harold L.	435.00
81-CV-0410	Alonso, Judy	15,000.00
81-CV-0411	Alvarez, Alfonse	Dismissed
81-CV-0416	Barrazueta, Mercedes	1,635.00
81-CV-0419	Chalmers, Catherine	Denied
81-CV-0432	Manzano, Erlinda	869.17
81-CV-0437	Morales, Olivia	2,000.00
81-CV-0440	Norment, Arthur, Jr.	54.00
81-CV-0448	Walker, Ina	15,000.00
81-CV-0455	Ball, Linda	Dismissed

81-CV-0456	Baker, Willie	506.88
81-CV-0460	Bass, Yadonna	15,000.00
81-CV-0462	Borgman, Robert J.	762.04
81-CV-0470	Jimenez, Petra	Denied
81-CV-0471	Lopez, Ignacio	Dismissed
81-CV-0473	Lemmer, Patricia	4,237.05
81-CV-0480	Morales, Ruben	Denied
81-CV-0485	Reid, Darren	1,138.70
81-CV-0486	Rucker, Austin	Dismissed
81-CV-0492	Soto, Colleen M.	Denied
81-CV-0498	Willis, Hazel	Denied
81-CV-0510	Cooper, Hattie	1,212.00
81-CV-0511	Elam, Dean	6,501.40
81-CV-0516	Guy, Marian	878.60
81-CV-0519	Johnson, Lottie	Denied
81-CV-0522	Lester, Corrie M.	1,905.00
81-CV-0524	Martinez, Inocencio, Sr.	1,605.00
81-CV-0527	Scheffel, Sandra L.	331.65
81-CV-0531	Traylor, Marechal	5,333.28
81-CV-0534	Dean, Karl Philip	Denied
81-CV-0536	Burkitt, Peggy L.	Dismissed
81-CV-0537	Burkitt, Ricky & Peggy	Dismissed
81-CV-0542	Williams, Johnnie C.	Reconsidered Denial
81-CV-0543	McDonald, Jennifer Martin	5,266.63
81-CV-0545	Baker, Ruth U.	Denied
81-CV-0549	Turner, James	1,126.00
81-CV-0554	Quintana, Ricky	1,446.77
81-CV-0555	Pickens, Wilma B. & Pickens, Cathy Marie	Denied
81-CV-0556	Palmer, Cora	Denied
81-CV-0557	Monroe, Gwendolyn	Denied
81-CV-0558	Marshall, Alvin Jean	2,000.00
81-CV-0559	Marks, Catherine	2,000.00
81-CV-0561	Koprowski, Richard	191.82
81-CV-0562	Kapelusz, Shirlee B.	15,000.00
81-CV-0576	Dziubinski, Jennie C. & Joseph J.	2,000.00
81-CV-0582	Lopez, Edward R.	Dismissed
81-CV-0583	Lowe, Leslie Allen	Dismissed
81-CV-0590	Burbridge, Denise	Denied
81-CV-0593	Kuntu, Virgie Lee	Denied
81-CV-0594	Langone, Joseph P.	1,256.64
81-CV-0595	Laughlin, Nellie G.	Reconsidered Denial
81-CV-0600	Nelson, Edna C.	Denied

81-CV-0601	Penn, Carol R.	15,000.00
81-CV-0603	Marino, Rickey	Denied
81-CV-0607	Simmons, Magnolia	1,939.00
81-CV-0609	Simms, Jeanie	Denied
81-CV-0610	Sims, Gwendolyn	15,000.00
81-CV-0612	Taylor, Pearl Gomez	2,000.00
81-CV-0617	Burns, Cornelia	15,000.00
81-CV-0618	Burns, George Robert	1,721.97
81-CV-0619	Carter, Vickie A.	Denied
81-CV-0622	Deangelis, Donald E.	Denied
81-CV-0631	Ivory, Delores	Denied
81-CV-0633	Jacobsen, Andrew & Sharon	425.36
81-CV-0634	Jendras, Gerard J.	Denied
81-CV-0635	Kolb, Hans	Denied
81-CV-0636	Kubale, Micheleen	716.58
81-CV-0637	Lacey, Bernice	21.10
81-CV-0638	Magat, Alejandro	Denied
81-CV-0639	Maloney, James Michael	2,000.00
81-CV-0641	Melendez, Josephina Sierra	759.00
81-CV-0643	Phillips, Arthur P.	1,425.00
81-CV-0644	Ramsey, Leonard	Denied
81-CV-0645	Schultz, Mark Wayne	2,527.96
81-CV-0648	Stewart, Avery	Denied
81-CV-0653	Campbell, Clarence L.	15,000.00
81-CV-0654	Davenport, Roger Neal	Denied
81-CV-0656	Elem, Edna M.	2,000.00
81-CV-0659	Johnson, Vera	2,427.72
81-CV-0660	Lombardo, Maria Nina	Denied
81-CV-0663	Nieves, Adela	691.79
81-CV-0665	Tracy, Sandra Mary	3,004.46
81-CV-0669	Kyle, Mary C.	15,000.00
81-CV-0673	Diaz, Andrez	Dismissed
81-CV-0674	Drist, Petro	2,000.00
81-CV-0676	Gordon, Owen A.	Dismissed
81-CV-0677	Graham, Phyllis	Denied
81-CV-0678	Grier, Otis	Denied
81-CV-0679	Haywood, Alonzo	Denied
81-CV-0681	Frazier, Jessie, Sr.	750.00
81-CV-0683	Lenior, Paris	Dismissed
81-CV-0684	Lowe, Wilma	15,000.00
	& James, Willie	Denied
81-CV-0688	Parks, Margaret	2,000.00

81-CV-0692	Torricelli, Marguerite R.	1,277.51
81-CV-0693	Townsend, Antoinette	15,000.00
81-CV-0695	Wasylik, Jeraldine	5,920.57
81-CV-0699	Alexander, Bessie	1,002.16
81-CV-0706	Donaldson, Kenneth R.	Denied
81-CV-0708	Durniat, Albert	Dismissed
81-CV-0711	Eversoll, Gregory J.	Denied
81-CV-0715	Jones, Floyd Esther	Denied
81-CV-0716	Klimara, Rose	Denied
81-CV-0717	Kozyckyj, Mykola	3,831.21
81-CV-0718	McHaney, Don Ray	1,227.72
81-CV-0720	Nelson, Clark K.	221.20
81-CV-0721	Ocampo, Felipe	1,284.63
81-CV-0724	Agosto, Maria Del Carmen	15,000.00
81-CV-0726	Bradford, Robert	Denied
81-CV-0727	Buege, Bonnie	2,091.51
81-CV-0729	Domerchie, Cornelis, Jr.	10,207.95
81-CV-0730	Drummer, Dorothy	2,000.00
81-CV-0731	Grant, Catherine	Dismissed
81-CV-0732	Halon, Jerzy	139.04
81-CV-0735	Khanukovich, Jacob	Denied
81-CV-0736	Kuhn, Isabelle	Denied
81-CV-0737	Manaois, Corazon M.	1,822.18
81-CV-0738	Medearis, Kevin W.	460.15
81-CV-0739	Pagan, Haydee	2,000.00
81-CV-0740	Rutkowska, Joanna	Denied
81-CV-0741	Schatte, Karen	Denied
81-CV-0744	Thomas, Mary E.	1,660.00
81-CV-0752	Kaboli, Constance J.	10,000.00
81-CV-0753	Popaj, Hile	Denied
81-CV-0757	Cox, Essie Mae	Denied
81-CV-0759	Davis, Lola	1,860.00
81-CV-0760	Dixon, Richard Diamond	Dismissed
81-CV-0761	Fredd, Sallie	15,000.00
81-CV-0764	Ramires, Richard M.	2,000.00
81-CV-0765	Rodgers, Rhonda	6,885.90
81-CV-0768	Stephenson, Jacqueline B.	315.78
81-CV-0771	Williams, Roy E.	2,000.00
81-CV-0772	Woodward, June N.	506.48
81-CV-0778	Edinger, Marlea	1,550.75
81-CV-0779	Ellis, Claudia J.	1,020.75
81-CV-0784	Jabczynski, Walter	1,962.43

81-CV-0789	Sampey, John F.	198.46
	& Sampey, John J.	89.04
81-CV-0793	Blackburn, Aaron T.	Denied
81-CV-0794	Clark, Dolores	1,969.15
81-CV-0795	Creekmore, Omega	Denied
81-CV-0796	David, Marie	151.34
81-CV-0797	Gavin, Dorothy	878.02
81-CV-0803	Jones, George	Denied
81-CV-0805	Mitchell, Constance D.	1,964.00
81-CV-0809	Williams, Fedro	614.33
81-CV-0812	Fanning, John L.	4,481.49
81-CV-0815	Gillmore, Thomas D.	Denied
81-CV-0824	Coats, Susie	1,385.00
81-CV-0827	Gautreaux, Oreaton Tillman	3,332.78
81-CV-0828	Geever, Frances	15,000.00
81-CV-0832	Matthews, Errol A.	Denied
81-CV-0833	Pisano, Patrick C.	2,000.00
81-CV-0835	Roberts, Marvin C.	1,164.55
81-CV-0837	Crowder, Clarence D.	273.00
81-CV-0839	Kitchen, Carla	Denied
81-CV-0841	Asamoah, Stephen Y.	Dismissed
81-CV-0842	Butt, Walter L., Jr.	763.00
81-CV-0844	Kellner, Lawrence R.	159.40
81-CV-0846	Lighthart, Diana Louise	Denied
81-CV-0848	Madsen, Alma	1,066.72
81-CV-0850	McWherter, David G.	15,000.00
81-CV-0851	Reynolds, Billie J.	Denied
81-CV-0853	Seno, Steve	3,224.63
81-CV-0856	Velez, Kenneth	Denied
81-CV-0858	Bawulski, Mary	Denied
81-CV-0860	Mullen, Clela B.	204.56
81-CV-0861	Rhoden, Allen Odell	Denied
81-CV-0865	Ferguson, Genevieve	234.00
81-CV-0866	Lane, George J.	2,607.22
81-CV-0868	Nolan-Nega, Gemma	4,584.09
81-CV-0872	Townsend, Dean	296.17
	Townsend, Antoinette	1,116.00
	& Townsend, Jonetta	208.00
81-CV-0873	Volkman, Everett W.	786.67
81-CV-0874	Washington, Rose	Denied
81-CV-0876	Zentz, Larry E.	5,759.59
81-CV-0880	Sykes, Joyce	2,921.25

81-CV-0882	Rieske, Dennis A.	874.14
81-CV-0883	Anderson, Willie J.	1,935.00
81-CV-0886	Alex, Tammra Chesier	2,947.17
81-CV-0888	Guzik, Joanna	6,027.57
81-CV-0892	Riha, Adeline	Denied
81-CV-0893	Serrano, Tomas	3,404.87
81-CV-0900	Jones, Rosemary	1,137.10
81-CV-0902	Edwards, Donald E.	492.60
81-CV-0905	Baker, Elizabeth	Dismissed
81-CV-0909	Baughman, Hazel	205.45
81-CV-0910	Hawkins, Louise B.	2,724.50
81-CV-0914	Doust, James	228.00
81-CV-0915	Edwards, Gerald L.	9,474.65
81-CV-0918	Martinez, Virginia	Denied
81-CV-0919	Montgomery, Deosie	545.00
81-CV-0921	Montenegro, Salvador	1,718.73
81-CV-0924	Thomas, Mary A.	680.00
81-CV-0925	Wasielewski, Ronald	509.22
81-CV-0929	Johnson, Brenda	1,135.00
81-CV-0930	Lucas, Muriel C.	2,000.00
81-CV-0931	Wade, Jess H.	15,000.00
81-CV-0935	Glover, Beulah	2,000.00
81-CV-0936	Golann, Robert W.	Denied
81-CV-0937	Goodman, Frances	2,000.00
81-CV-0939	Herman, Frederick	Denied
81-CV-0940	Kaminski, Norman J.	Denied
81-CV-0941	Karagias, Christopher	2,375.98
81-CV-0942	Malone, Sylvia	Denied
81-CV-0943	Munster, Donna	25.00
81-CV-0944	Ridley, Leatha	1,020.00
81-CV-0949	Douglas, Jack C.	Denied
81-CV-0950	Miles, Alonzo (Lee)	2,275.15
81-CV-0951	Nickols, Roxanne L.	Denied
81-CV-0952	Everright, Robert G.	Denied
81-CV-0955	McIntosh, Jacqueline S.	Denied
81-CV-0956	Gilliland, Mary E.	87.90
81-CV-0959	Aguilar, Ramon	2,000.00
81-CV-0960	Bolden, Lois	1,456.00
81-CV-0961	Boston, Sandra	1,482.10
81-CV-0962	Brewer, Elsie	2,000.00
81-CV-0964	Copeland, Annie M.	892.88
81-CV-0966	Daniel, Brenda	Denied

81-CV-0969	Gutierrez, Pedro	240.80
81-CV-0973	Long, Brian	156.25
81-CV-0977	Rodriguez, Steve	2,000.00
81-CV-0978	Smith, Mollie	531.36
81-CV-0980	Walker, Linda Marie	217.70
81-CV-0983	Pender, Dale	Dismissed
81-CV-0985	Hopke, Michael E.	5,573.32
81-CV-0988	Bogan, Donna T.	716.75
81-CV-0990	Domrese, Beverly	2,000.00
81-CV-0997	Zurawski, Zofia	1,645.64
81-CV-0998	Angus, Sue Ann	Denied
81-CV-1000	Bobo, Ivory & Bobo, Andrew	1,867.00
81-CV-1001	Bunes, Sara	529.68
81-CV-1002	Clark, Benjamin Leban	620.23
81-CV-1003	Drozdz, Helena & Waksmundzki, Roman	14,320.00 680.00
81-CV-1005	Johnson, Mae	1,472.00
81-CV-1006	Klimek, David B.	1,672.29
81-CV-1007	Lapointe, Eamonn L.	6,616.79
81-CV-1008	McKinley, Michael Kenton	12,445.41
81-CV-1011	Nishi, Yasunori	Dismissed
81-CV-1012	Sipes, David A.	15,000.00
81-CV-1014	Sims, Ora	2,000.00
81-CV-1015	Talsma, Peter	1,656.41
81-CV-1017	Deadmond, Annie C.	283.62
81-CV-1018	Epstein, Bertha	460.43
81-CV-1019	Gutierrez, Mary	1,276.00
81-CV-1020	Hanna, John H.	493.63
81-CV-1021	Jackson, Roy E., Jr.	Dismissed
81-CV-1025	Rios, Olga	Denied
81-CV-1027	Rogers, Edith J.	1,650.18
81-CV-1033	Wolenczuk, Teodor	15,000.00
81-CV-1034	Mayes, Charles	Denied
81-CV-1036	Collier, Larry Lee, Sr.	15,000.00
81-CV-1037	Queen, Donna	15,000.00
81-CV-1038	Ruyle, Ann E.	1,036.96
81-CV-1043	Coleman, Rip	213.00
81-CV-1045	Fitzpatrick, Mrs. Jimmie	2,000.00
81-CV-1048	Muhammad, Jabbar H.	Denied
81-CV-1049	Mullennix, Charles	2,000.00
81-CV-1050	McCall, Sandra June	2,322.61

81-CV-1051	Newman, Squire R.	2,248.00
81-CV-1052	Risley, Daniel	Denied
81-CV-1053	Roth, Raymond J.	400.00
81-CV-1054	Siegel, Robert G.	Dismissed
81-CV-1055	Strickland, John E.	140.00
81-CV-1057	Benavidez, Modesta Cortez	2,000.00
81-CV-1058	Briske, Deborah A.	Denied
81-CV-1060	Davison, James E.	15,000.00
81-CV-1061	Dupras, André	2,000.00
81-CV-1065	Hyllen, Marion R.	2,000.00
81-CV-1067	Lawson, Herbert and Sallie	2,000.00
81-CV-1068	Montoya, Gonzalo	Denied
81-CV-1070	Roberts, Loretha	1,438.88
81-CV-1071	Chaparro, Angela M.	1,065.00
82-CV-0004	Knight, Dorothy	1,295.00
82-CV-0008	Reynolds, Albert R.	2,000.00
82-CV-0009	Underwood, Doris	1,155.52
82-CV-0012	Korwek, James R.	142.92
82-CV-0015	Naylor, Wayburn T.	4,676.59
82-CV-0024	Zepeda, Patricia	1,915.00
82-CV-0031	Glabas, Christine	2,000.00
82-CV-0040	Noth, William G.	Denied
82-CV-0042	Parrilli, Peter J.	Denied
	& Parrilli, Anthony	1,750.00
82-CV-0044	Reyes, Ana M.	15,000.00
82-CV-0045	Seiwerts, Sonja	1,218.57
82-CV-0058	Doyle, Bernice	1,463.72
82-CV-0059	Edwards, James R.	918.50
82-CV-0064	Johnson, Hazel	15,000.00
82-CV-0066	Marcum, Marie H.	105.00
82-CV-0069	Nathan, Mildred	Denied
82-CV-0070	Nikolajevic, Georgina	2,000.00
82-CV-0071	Sevier, Arnold E.	4,966.34
82-CV-0075	Godzik, Eugenia	2,000.00
82-CV-0079	Bogot, Sarah	Denied
82-CV-0086	Jean, Helen Wong	1,836.91
82-CV-0087	McCann, Mary	951.60
82-CV-0093	Sargent, Raymond	145.20
82-CV-0106	Davis, David	Denied
82-CV-0108	Garcia, Aileen	1,300.00
82-CV-0116	Jezek, Agnes	Dismissed
82-CV-0119	Kielty, Bridie M. & Kielty, James P.	618.00

82-CV-0123	Marrero, Pamela	7,074.64
82-cv-0128	Robinson, Lucy	1,076.50
82-cv-0133	Schremp, Karen	Denied
82-CV-0139	White, James D., Sr.	559.63
82-CV-0140	Williams, Alice M.	1,452.80
82-CV-0143	Armstrong, Dorothy	1,162.76
82-CV-0152	Davis, Ceasar, Sr.	2,000.00
82-CV-0154	DeLoach, Bessie L.	1,829.40
82-CV-0159	Haverman, John E., Jr	559.60
82-CV-0172	Silverman, David J.	7,215.65
82-CV-0181	Snulligan, Verna J.	1,756.00
82-cv-0182	Orr, Herma	Denied
82-CV-0183	Gilroy, Robert, Sr.	1,380.50
82-CV-0184	Ake, Avis S.	849.80
82-CV-0193	Endsley, Lulu	411.29
82-cv-0201	Jones, Mamie	1,436.00
	& Canady, Glady	429.00
82-CV-0209	Pointer, Purvy	1,604.00
82-CV-0214	Snulligan, Verna J.	Consolidated under 82-CV-0181
82-CV-0223	Crown, William	2,000.00
82-CV-0233	Justich, Mark A.	1,368.18
82-CV-0236	Leo, David J.	4,197.00
82-CV-0240	Reyes, Emma B.	Dismissed
82-CV-0243	Townsend, Dorwana	1,818.74
82-CV-0252	Estrada, Calletano	Denied
82-CV-0257	Gremo, Edward J.	Dismissed
82-CV-0258	Harcar, Mark	Denied
82-CV-0265	Keller, Dorothy M.	231.10
82-CV-0271	Reutell, Reid	1,073.30
82-CV-0273	Schwiedergoll, Frank	Denied
82-CV-0280	Watkins, Nadine	1,624.00
	& Watkins, Nathaniel	376.00
82-cv-0285	Cayo, Kenneth C.	645.00
82-CV-0294	Kogan, Randye Ava	2,000.00
82-CV-0307	Robinson, Lyndell	360.00
	& Thompson, Mary	1,640.00
82-CV-0308	Rodriguez, Ralph	2,000.00
82-CV-0310	Tubbs, Wiley, Sr.	Dismissed
82-CV-0316	Barnes, Lazard	Denied
82-CV-0331	Hendron, Eva L.	743.05
82-CV-0335	Kendall, Doris	1,450.00

82-CV-0343	Peal, Erma	Denied
82-CV-0349	Rzeszewska, Julia	3,866.85
82-CV-0356	Valdivia, Aloisa	2,000.00
82-CV-0369	Phillips, Shirley Mae	1,677.00
82-CV-0389	Ridgell, Caerita M.	Denied
82-CV-0390	Robinson, Noble	315.01
82-CV-0398	White, Stephanie A.	519.00
82-CV-0400	Zapata, Graziano, Jr.	Denied
82-CV-0421	Cruciani, Tresa	1,167.66
82-CV-0424	Gulley, Rosemarie C.	157.00
82-CV-0427	Johnson, Eddie Lee	1,623.00
82-CV-0432	Ross, Susie	2,000.00
82-CV-0480	Jordan, Beverly Louise	Denied
82-CV-0484	Minaglia, Dennis	572.72
82-CV-0489	Stroschein, Evelyn	517.50
82-CV-0494	Carter, Douglas M.	Denied
82-CV-0506	Singh, Randhir	1,177.29
82-CV-0515	Cruz, William J.	Denied
82-CV-0527	Winters, Noah	Denied
82-CV-0535	Fay, John J.	Denied
82-CV-0552	Santoro, Thomas J.	250.00
82-CV-0554	Schuman, Alvin	2,000.00
82-CV-0571	Harper, Bobby	2,000.00
82-CV-0575	Mendez, Efrain	Denied
82-CV-0599	Bulthuis, Lena	Denied
82-CV-0621	Lenton, Jeff, Jr.	1,581.90
82-CV-0624	Madarik, Mark M.	1,328.93
82-CV-0635	Randolph, Gloria	952.00
82-CV-0659	Franklin, Ellis, Jr.	Denied
82-CV-0661	Admonis, Joseph	Denied
82-CV-0666	Cornell, Lisa	870.73
82-CV-0694	Wetherall, Jeanne Louise	2,000.00
82-CV-0714	Komosa, Linda	15,000.00
82-CV-0719	Osborne, Theodore	Denied
82-CV-0724	Sanders, Larry C.	987.45
82-CV-0769	Miller, Mark A.	Denied
82-CV-0791	Siebert, Harold	Denied
82-CV-0793	Duke, William	360.00
82-CV-0795	Pointer, Purvy	398.55
82-CV-0799	Brooks, Kermit G., Sr.	Denied
82-CV-0810	Davis, Lillian	Denied
82-CV-0819	Green,.Onita	Denied

82-CV-0823	Hayes, Gloria	Denied
82-CV-0827	Jackson, Hozell	Denied
82-CV-0843	Nix, Willie	Denied
82-CV-0854	Rodriguez, Emilio	Denied
82-CV-0866	Taylor, Annie	Denied
82-CV-0874	White, Willa	2,000.00
82-CV-0908	Moody, Marion Lee	Denied
82-CV-0912	Arroyd, Yoland Julia	Denied

REPORTS

OF

Cases Argued and Determined

IN THE

COURT of CLAIMS

OF THE

STATE OF ILLINOIS

FISCAL YEAR 1983

July 1,1982—June 30,1983

CASES ARGUED AND DETERMINED IN THE COURT OF CLAIMS OF THE STATE OF ILLINOIS

REPORTED OPINIONS

FISCAL YEAR 1983

(July 1, 1982 through June 30, 1983)

(No. 74-CC-0530—Claimant awarded $1,500.00.)

SCOTT HUPKA, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 20, 1982.

Motion for reconsideration denied April 14, 1983.

LANE & MUNDAY (JEFFREY M. MARKS, of counsel), for Claimant.

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

HIGHWAYS—*fissure in street—accident—claim* allowed. Claimant was awarded damages for personal injuries sustained when his automobile went out of control on public highway because of wide fissure in street, as evidence established that Claimant was not guilty of contributory negligence and State was negligent in failing to repair fissure which was proximate cause of accident.

POCH, J.

The Claimant, Scott Hupka, seeks recovery for personal injuries he sustained while driving his automobile on Caldwell Street in the city of Niles, Cook County, Illinois.

The Claimant testified that on February 25, 1973, he was driving his automobile in a southerly direction on Caldwell Street at or near street number 7686 in the city of Niles, when his automobile struck a wide fissure in the street, causing his automobile to go out of control and off the street and collide with a mound of dirt causing his automobile to overturn, resulting in injuries to the Claimant.

Caldwell Street is a public highway, and the Respondent was responsible for its maintenance.

The highway had been in a defective condition for a considerable length of time before the accident in question occurred.

Respondent did not offer any evidence to contradict the evidence of Claimant.

Claimant offered two exhibits, one from the hospital and the other from the doctor, for the injuries Claimant sustained as a result of the accident.

Respondent, in maintaining said highway, either had actual or constructive notice that this defect was in the highway and should have repaired it.

The law in the State of Illinois is clear. In order for a Claimant in a tort action to recover against the State, he must prove that the State was negligent, that such negligence was the proximate cause of the injury, and that Claimant was in the exercise of due care and caution for his own safety. *McNary v. State,* 22 Ill. Ct. Cl. 328.

It is clear in the case at bar, that the Claimant, Scott Hupka, was not guilty of contributory negligence, and it also is clear that the negligence of the Respondent in allowing the wide fissure in the street was the proximate cause of the accident.

There being no contributory negligence on the part

of the Claimant, it is the opinion of this Court that an award should be made in the amount of $1,500.00.

Claimant is hereby awarded the sum of $1,500.00.

(No. 75-CC-0004—Claimant awarded $30,000.00.)

ALICE WALKER, Special Administratrix of the Estate of William C. Reed, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 16,1982.

LAW OFFICES OF JOY M. FEINBERG (JOY M. FEINBERG AND CHERYL WEISSMAN, of counsel), for Claimant.

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

HOSPITALS AND INSTITUTIONS—escape ***of senile*** *patient—injury—claim al-* ***lowed.*** Hospital failed to use due care in rendering treatment to senile patient, and the hospital's negligence was the proximate cause of patient's escape and subsequent injury when he jumped through third floor window, as evidence showed that hospital personnel were aware of patient's tendency to attempt to escape and security measures to prevent escapes were not adopted.

POCH, J.

This is an action, brought by Alice Walker, special administratrix of the estate of William C. Reed, for personal injuries to decedent William C. Reed to have been the result of negligence of the Illinois Public Health Hospital on July **4, 1973.**

Most of the facts of this case are undisputed. On July **1, 1973,** Claimant was approximately 76 years of age. He was in good physical condition and lived with

his niece, Alice Walker, in Chicago. On July 1, 1973, Claimant left his home to take a walk and was found by a Chicago police officer about 2 1/2 miles from his home. When found by the officer, Claimant was incoherent, could not remember things and could not give "straight" answers to questions. That evening, he was admitted to the Illinois Public Health Hospital in Chicago. He was diagnosed, at that time, as senile and confused and was placed in the hospital's geriatric unit on the fifth floor of the building.

On July 2, 1973, Claimant's niece, Alice Walker, and her husband, John Walker, and her brother-in-law, Lewis Walker, came to the hospital to confer with Margaret Reidy, a social worker employed by the hospital, as to the condition of Claimant. When the elevator doors to the fifth floor opened, they saw Claimant standing in front of the elevator and making motions which expressed an intention to get in the elevator. Claimant did not recognize his niece. Claimant was dressed in street clothes in accordance with hospital policy.

At the conference with Margaret Reidy, Alice Walker told Reidy that Claimant had been standing by the elevators when Alice Walker had arrived. Alice Walker further notified Margaret Reidy that Claimant had wandered away from his home on seven prior occasions in the last week and that Claimant must be watched carefully because he was "quick" for his age and he would get away. Reidy told the Walker family that Claimant would be watched, and Reidy immediately told the charge nurse that Claimant had a tendency to run away.

Upon leaving the fifth floor geriatric unit, the Walker family found Claimant near the elevator again. Alice Walker took her uncle to the nurses' station and told the nurse that Claimant had been standing in front of the elevators again trying to get out and that Claimant was

saying that he wanted to go home. Alice Walker also told the nurse that Claimant needed to be watched constantly because he was swift.

Margaret Reidy noted in her "Coordinator's Worksheet" that Claimant had a habit of wandering.

At 3:30 p.m. on July **4, 1973,** Nurse Chua McCall, who was on duty, noticed Claimant walking toward the elevators saying he wanted to go home. Nurse Chua escorted Claimant from the elevator area and brought him to the bathroom. Fifteen minutes later, Nurse Chua checked on Claimant who was still in the bathroom. At the time, all of the nurses except for one nurse at the nurses' station were fully occupied feeding the patients. Nurse Chua McCall then noticed the Claimant walk toward the dining room and thereafter did not notice the Claimant.

Within a half hour later, Nurse Chua noted that Claimant was missing. A search was immediately instituted which, one hour later, at 5:30 p.m., resulted in a hospital employee finding Claimant lying on the ground outside the hospital's east windows. A window on the third floor, east side, was found to be open, and the venetian blinds of the window were torn. The window had no lock, no bars and no protective screens.

The hospital consists of eight floors. Only the fourth and fifth floors held patients, and those floors were the only floors which had protective bars on all the windows. The third floor was used for some storage but was basically empty. Three elevators serviced the building. On the fifth floor, the elevators could be summoned **only** by buttons located behind the nurses' station which was about 20 feet from the elevators. A stairwell door was located next to the elevators. The stairwell had a buzzer which was activated each time the door was opened.

There were no guards or other employees located next to the elevators and stairwell.

Victor Engandella, geriatric program director at the Illinois Public Health Hospital, testified that geriatric patients often mentally wandered in and out of periods of confusion and that physical wandering was a characteristic of geriatric patients. He knew that it was not uncommon for patients to step or attempt to step on the elevator when it opened as visitors or hospital personnel arrived at the fifth floor. He testified that occasionally geriatric patients were found to have wandered off the fifth floor and, on one occasion, had been able to leave the hospital building.

Frank Brown, Claimant's expert witness, testified that he had been a hospital 'administrator for 40 years, including hospitals that had geriatric wards. He testified, in answer to a hypothetical question, that it was foreseeable that a confused geriatric patient with a longing to go home might be able to leave the ward and, further, that the security system of the hospital was inadequate, relying too much on human control and not enough on mechanization. He testified further that similar facilities in Chicago in 1973 had a much higher degree of mechanized security.

On the issue of liability, from the evidence it is clear that the injury to Claimant was foreseeable to the Respondent. There were repeated warnings to Respondent's employees that Claimant was "quick" and agile and prone to wandering. Indeed, the very reason Claimant was brought to the hospital was because of his wandering. It was certainly foreseeable that such a person, if not adequately protected, would attempt to escape from the fifth floor.

Respondent argues that it was not foreseeable that

Claimant would escape to the third floor and fall out an unlocked window. In the case of ***Neering v. Illinois Central Railroad Company*** (1943), **383** Ill. **366, 50** N.E.2d **497,** the Court restated the well-known rule that it is not essential for foreseeability that the person charged with negligence should have foreseen the precise injury which resulted from his act.

Thus, in the instant case, it was foreseeable that Claimant would attempt to escape, and such escape by a senile, elderly and sometimes confused person might very well result in his harm or injury to him. It is not necessary for Respondent to have foreseen the exact circumstances of the rendering of such harm for the harm to have been the proximate result of negligence. Respondent was negligent in failing to adequately protect Claimant from his tendencies. The fact that Claimant was found by Claimant's relatives near the elevators on two occasions and returned by the relatives shows that it was not Respondent's staff who were able to watch and control Claimant but, at least on those occasions, it required the intervention of Claimant's relatives to protect Claimant. The nurses on duty near the elevator and near the stairwell doors had numerous other duties to perform at the same time and were obviously unable to notice patients near the elevator doors. The easy availability of the elevators to Claimant, under the circumstances of Respondent's knowledge of his tendencies, was negligence.

Similarly, the stairwell door was protected only by a buzzer activated by the opening of the door. There was testimony that at the time, hospital personnel were required to run after patients down the stairwell after hearing the buzzer. Surely a more efficient security device or a locked stairwell door would have prevented patients from leaving the fifth floor.

It is by compelling circumstantial evidence that this Court concludes that the injury to Claimant was caused by his falling or jumping through the third floor window. The window was open, although it normally should have been closed, the blinds were torn, and Claimant was found beneath the window with severe injuries which could only have resulted from a fall from a great height. In the opinion of the Court, given the inadequacies of the security system on the fifth floor, Respondent was negligent in not having locks or bars on the third floor into which escapees could be expected to travel.

It is therefore the Court's opinion that the Respondent failed to use due care in rendering its treatment of Claimant and that Respondent's negligence was the proximate cause of Claimant's escape and subsequent injury.

Claimant, when found, was bleeding from his mouth and right leg, through which his bone was protruding. The right leg was amputated in August 1973 as a result of the injury. Claimant also suffered a fracture of his left ankle and a compression fracture to his second lumbar vertebra. He was rendered unable to physically take care of himself and could only move about by crawling. He was crippled in that manner for the remaining three years of his life.

Claimant incurred approximately $8,000.00 in hospital, nursing home and other items of special damage, all of which have been paid by insurance.

The injury to Claimant was extremely severe, but the damages to be awarded must take into consideration the age of Claimant and the amount of time he was required to suffer from said injuries.

Taking the severity of the injuries and the time of the suffering into consideration, Claimant is hereby awarded the sum of $30,000.00.

(No. 75-CC-0076—Claimant awarded $17,376.80.)

ALLEN HURST, JR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 22,1983

JEROLD GOLDENHERSH, for Claimant.

NEIL HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***unmarked excavation—fall—award granted.*** Based on joint stipulation of parties, award was allowed for injuries sustained by Claimant when he fell into unmarked excavation near highway intersection.

ROE, C.J.

This cause having come for consideration on the joint stipulation of the Claimant and the Respondent and this Court being duly advised in the premises;

Finds, that this case was filed on or about July 18, 1974. The cause was continued generally by this Court pending the disposition of a matter in the St. Clair County Circuit Court. That action was dismissed on a motion for summary judgment which was allowed on August 3,1978.

Briefly, the facts of this matter which are supported by exhibits attached to the joint stipulation are that several months prior to the date of the accident which occurred on August 20, 1972, the State hired a contractor to make an excavation near the northern boundary of Frank Holten State Park near the intersection of Lake Drive and 71st Street in the city of Centreville. In May 1972, a subcontractor of Hellrung Construction Company, A.J. Davinroy, d/b/a Davinroy Plumbing and Heating Company, pursuant to a contract with the Illinois Department of General Services, excavated a ditch approximately 20 feet long, 8 or 9 feet wide, and approximately 7 feet deep. Photographs of this ditch were at-

tached to the joint stipulation as Exhibit No. 1. The excavation was approximately 10 feet from the southern edge of Lake Drive. On the day of the excavation, and for several days thereafter, residents living near the site of the excavation physically prevented the contractor from completing the excavation and placement of plumbing pipes and lines. The Illinois State Police and the Illinois Park Rangers came to the scene, and work was halted without the excavation being filled. The State highway maintenance department was contacted the same day, and State-owned barricades with reflecting lights were placed at the excavation by State workers. Davinroy did not perform any subsequent work on the excavation during May or June of 1972. On June 19, 1972, Davinroy wrote a letter to the office of the supervisory architect for the State of Illinois informing him that work had been stopped on the excavation due to the obstruction caused by the area residents. This letter was attached to the joint stipulation as Exhibit No. 2. Probably, this work was terminated in later May 1972 by the State of Illinois. The subcontractor, Davinroy, was uncertain as to the last day work was performed, but in any event, the State of Illinois agreed to halt efforts to complete the project in December 1972. Mr. Davinroy's affidavit and deposition concerning the work performed is attached to the joint stipulation as Exhibit No. 3.

The Claimant in this matter, Allen Hurst, Jr., gave a discovery deposition concerning this matter for the circuit court case, and a copy was attached to the joint stipulation as Exhibit No. 4. Briefly, the Claimant indicated that on August 20, 1972, he was returning to his wife's residence at 7116 Park Avenue which was a short distance from the intersection of Lake Drive and 71st Street. Mr. Hurst had observed the excavation at this intersection about five times before the incident. The excavation had barricades, with reflectors only, the first time he saw

it in June 1972. On the evening of August 20, 1972, Mr. Hurst went to Blackburn's Taven, arriving at approximately 8:30 p.m. Mr. Hurst had three beers at the tavern. He is a large man. He had not had anything else to drink during that day and was not intoxicated. At approximately 10:00 p.m., Mr. Hurst caught a ride with a man from the tavern who took him to the intersection of Lake Drive and 71st Street. Mr. Hurst cannot recall this man's name and has never been able to identify or locate him. This acquaintance approached the intersection at 71st Street and pulled his vehicle off the road onto the shoulder. The area was not illuminated. Mr. Hurst got out of the vehicle, turned to ask the man how much he owed him for the ride, and fell directly into the excavation. The acquaintance aided Mr. Hurst and took him from the hole to his wife's residence. Mrs. Hurst then took Mr. Wurst to St. Mary's Hospital in East St. Louis. At the time of this accident, there were no barricades around the excavation.

Mr. Hurst's medical records are attached to the joint stipulation. Mr. Murst was admitted and hospitalized with a diagnosis of fracture of left hip, greater trochanter. He was treated by Dr. Samuel S. Ezenwa. Mr. Hurst was hospitalized for 17 days, incurring charges of $1,196.80. Dr. Ezenwa's services were in the amount of $220.00. Mr. Hurst was released to go back to work in mid-January 1973, and he returned to work immediately. Prior to the occurrence, Mr. Murst was employed by General Steel Industries, Inc., in Madison County, Illinois, as a fork-lift operator. We earned $3.49 per hour and worked 40 hours per week. He was off work from August 18, 1972, through January 16, 1973, for a period of 21 weeks. Mr. Hurst's total lost wages were $2,927.40. A verification statement concerning the wages lost was attached to the joint stipulation as Exhibit No. 6. Mr. Murst continued to work at General Steel until the plant closed a few months

after his return in 1973.

Mr. Hurst has recovered well, although he still feels fatigue in his left hip after a few days of work, and he has difficulty in running. There is some susceptibility to re-injury in this area. Mr. Hurst's total special damages are **$4,344.20.** Mr. Hurst, at the time of his injury, endured considerable pain and suffering.

The Respondent has conceded liability for the Claimant's injuries to the extent agreed in the joint stipulation. Mr. Hurst has set his damages at the amount of four times the specials or **$17,376.80.** No other evidence, either oral or written, was presented to the Court and both parties waived briefs. Both parties also agreed that this award would constitute full and final satisfaction of the claim herein or any other claim arising from this same **occurrence.**

While the Court is not necessarily bound by a stipulation such as this, it has no desire to interpose a controversy where none appears to exist. The stipulation submitted by the parties appears to have been entered into freely and fairly, and its contents appear to be reasonable. The Court, therefore, finds no reason not to accept it.

It is hereby ordered, that Claimant be awarded the amount of **$17,376.80** in full and final satisfaction of this instant claim.

(No. 75-CC-0331—Claim denied.)

MID-AMERICAN LINES, INC., CONTROL OF BRUCE MOTOR FREIGHT, INC., Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed February 8, 1983.

ROY J. SOLIFSBURG, JR., for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

FREIGHT LICENSE FEES—*claim for overpayment barred—untimely filed.* **Claim for overpayment of freight licensee fees was barred by two-year limitations period, as canse accrued when claim for refund was filed with Secretary of State and not when claim was denied and action on claim was not filed in Court of Claims until more than two years after filing with Secretary of State.**

POCH, J.

The Claimant seeks an award for an overpayment of freight license fees. The parties entered into a stipulation of facts in lieu of an evidentiary hearing before the commissioners of this Court. The undisputed facts are summarized as follows: In October 1971, Mid-American Lines, Inc., gained control of Bruce Motor Freight, Inc., by merger. That merger was approved by the Interstate Commerce Commission on December 31, 1973.

On December 22, 1971, Bruce Motor Freight, Inc., applied for *pro rata* license plates for 1972 and submitted the payment with its application. On July 5, 1972, they filed an amended application with the Secretary of State and at the same time claimed a refund. The parties agree that the amount claimed is $8,797.91.

The claim was filed with this Court on October 21, 1974.

The dispositive issue is whether or not this claim is barred by the applicable statute of limitations. Section 22(g) of the Court of Claims Act (Ill. Rev. Stat. 1979, ch.

37, par. 439.22(g)) provides that all claims not otherwise mentioned in section 22 "must be filed within two years after it first accrues."

The Claimant alleges that the claim did not accrue until it was advised by the Secretary of State in April or May 1974 that the claim for refund had been denied. This cause accrued at the latest on July 5, 1972, when the claim for a refund was filed with the Secretary of State and not when the claim was denied. The claim was not filed with this Court until over two years from the amended filing with the Secretary of State. Pursuant to section 22(g) of the Court of Claims Act, this claim is "forever barred" by the applicable provisions of section 22. It is not necessary to address the issue of the right of the Claimant to a refund on the merits of the claim where such claim is barred by operation of the applicable statute of limitations. Therefore, the claim must be denied.

It is hereby ordered that the claim is denied.

(No. 75-CC-0759—Claimant awarded $30,000.00.)

DONITA BOAZ, a minor, through her mother and next friend, Donna Boaz, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed October 1, 1982.

HILLEBRAND, COOK & SHEVLIN, LTD. (DENNIS W. SHEVLIN, of counsel), for Claimant.

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

NEGLIGENCE—*attractive* **nuisance doctrine—essential elements.** In order to establish liability under doctrine of attractive nuisance defendant must be shown to be in possession ,of premises and instrumentality causing injury, premises must be accessible to children, instrumentality must have been dangerous in itself, premises or instrumentality must have been attractive, and the presence of children must have been foreseeable.

STATE PARKS AND RECREATION **AREAS—state's duty of care.** State has duty to exercise reasonable care in maintaining parks, but State is not insurer against accidents occurring to patrons while using park facilities.

SAME—Recreational *Use of* **Land and Water Areas Act applicable only to land used for recreational purposes.** Recreational Use of Land and Water Areas Act limits duty of State to exercise care towards any person using land for recreational purposes, and provisions of Act would not apply to injury which occurred in abandoned structure on State park property which could not be considered "land for recreational purposes."

SAME—*abandoned* **building—child—lacerated** *leg—claim* **allowed.** Award granted for injuries sustained when child stepped through glass window lying on floor of second level of abandoned building on State park property, as window through which child fell was dangerous and attractive to children and State knew area was attractive to children and should have taken greater precautions to prevent children from entering property.

ROE, C.J.

Claimant's action arises out of a suit filed by Donna Boaz on behalf of Donita Boaz, a minor, for injuries sustained by her on April **28, 1974.** On that date, Donita Boaz, then eight years old, her mother, father and sisters arrived at Horseshoe Lake on Route **111,** Nameoki Township, Madison County, Illinois, for an afternoon of fishing. The property is owned by the State of Illinois and is maintained by the State for the recreational use of its citizens and visitors.

The record seems clear that shortly after their arrival, Donita wandered into an abandoned building commonly known as Lakeside Tavern. While upstairs, she severely lacerated her right leg when she stepped through a colored glass window lying on the floor of the second

level of the building. Donita was admitted to St. Elizabeth's Hospital in Granite City, Illinois, where she remained for approximately one month, during which time she underwent four surgical procedures to repair the injured leg. Due to the extent of her injuries, it will be necessary for Donita to undergo additional cosmetic surgery in the future. As both Claimant and Respondent succinctly suggest, the sole issue before this Court is whether the State of Illinois is liable for Donita's injuries.

Claimant alleges that the structure through which the girl fell was a dangerous and attractive nuisance to children, and that Respondent knew the area was attractive to children and should have taken adequate precautions to prevent them from entering upon the property.

Claimant has in fact stressed the so-called attractive nuisance cases, most particularly *Kahn v. James Burton Co.* (1955), 5 Ill. 2d 614. As we paraphrased in *Mislich v. State of Illinois* (1976) 31 Ill. Ct. Cl. 428, and reiterate here, the doctrine of attractive nuisance can be summarized as follows:

> "Where the owner or person in possession knows, or should know, that young children habitually frequent the vicinity of a detective structure or dangerous agency existing on the land, which is likely to cause injury to them because they, by reason of their immaturity, are incapable of appreciating the risk involved, and where the expense or inconvenience of remedying the condition is slight compared to the risk to the children. In such cases there is a duty upon the owner or other person in possession and control of the premises to exercise due care to remedy the condition or otherwise protect the children from injury resulting from it. *(Wagner v. Kepler, 411 Ill. 368.)* The element of attraction is significant only in so fat as it indicates that the trespass should be anticipated, the true basis of liability being the foreseeability of harm to the child." *Kahn,* supra, at 625.

1. The occupier knows that young children frequent the vicinity;

2. There is a defective structure or dangerous agency present on the land;

3. That structure or agency is likely to cause injury because of the child's inability to appreciate the risk; and

4. The expense of remedying the situation is slight.

Claimant has essentially paraphrased the Kahn decision in defining five elements necessary to establish liability under the doctrine of attractive nuisance. Claimant argues that all five elements are present here and indeed are indisputable. We agree.

1. The defendent must be in possession or control of the premises and of the instrumentality which cause the injury.

There is no dispute about the fact that the State of Illinois owned and had possession of the abandoned Lakeside Tavern.

2. The premises or instrumentality must have been exposed or readily accessible to children.

Here the premises were near Horseshoe Lake on Illinois State Park property where many families spend time in recreation. There were apparently no signs, fences, locks or warnings or any kind on the building.

3. The instrumentality must have been dangerous in itself and likely to cause injury to those coming in contact with it.

In this case, Claimant asserts the instrumentality was the pane of glass which was on the second floor of the abandoned building and which, at the same time, com-

prised part of the ceiling for the first floor. Apparently, the glass was painted so that no one would have known that it was glass or that there was no support under it.

4. The premises or instrumentality must have been attractive and alluring to young children incapable because of their youth of comprehending the danger. As Judge Holderman noted in *Mislich, supra,* at 433:

> "The boy who was injured was eight years of age at the time of the accident. This Court and the Courts of Illinois have repeatedly held that the Illinois law requires a minor over the age of seven years to exercise that degree of care which a reasonably careful person of the same age, capacity, intelligence and experience would exercise under the same or similar circumstances. See *Simmons v.* State *of Illinois,* 26 Ill.Ct.Cl. 351."

We note nothing in the record that would persuade us that any eight-year-old child exercising perhaps greater care than the Claimant might not have also stepped on the painted glass, which in effect was the dangerous instrumentality.

5. Defendant in control or possession of the premises must have foreseen or have been negligent in not foreseeing that children would come into contact with the instrumentality.

Here Claimant asserts that it should have been foreseeable that children would come into contact with the instrumentality since it was located on an Illinois State park used frequently by many families.

The Respondent's position is that the State of Illinois is not an insurer of all persons who use and enjoy State parks. It called our attention to *Steadman v. State of Illinois,* 22 Ill.Ct.Cl. 446, *Finn v. State of Illinois,* 21 Ill.Ct.Cl. 117, and *Penwell v. State of Illinois,* 22 Ill.Ct.Cl. 477, where this Court stated:

> "While it is true that Respondent is under a duty to exercise reasonable care in maintaining its parks, it is likewise the law that Respondent is not an insurer against accidents occurring to patrons while using the park facilities."

The Respondent also takes the position that before the State can be held liable for an injury on property maintained by it, the State must have actual or constructive notice of the hazardous condition. In *Finn, **supra,*** this Court held that:

> ". . . to require constant inspection in a park of some size, where the State maintains several thousand acres for the benefit of the public, would place an undue hardship and extraordinary burden on the State, by and through its agents and servants."

We think the State has missed the point. None of the cases cited by Respondent in its brief specifically deals with a defective structure. In *Steadman, Finn,* and *Hansen v. State* of *Illinois,* **24** Ill.Ct.Cl. 102, all cited by the Respondent, this Court dealt with the question of the State's liability when adults are injured by natural hazards in a State park or recreational facility.

We look to our opinion in *Mislich, **supra,*** where an eight-year-old boy fell from an "I" beam on the Crawford Avenue bridge. We determined that the boy fell from an ordinary bridge, that there was nothing unusual about it, there was nothing in particular to attract young people to it, and there was nothing defective about the structure, it being a standard structure used on Interstate 80 for overpasses:

> "It appearing that the Claimant has failed to prove the contentions in his complaint and in particular that this was a defective structure or that there was negligence on the part of the Respondent, this claim is hereby denied."

In all of the above-cited caes, unlike the instant case, there is a definite lack of a defective structure or dangerous condition which we deem essential to liability under the attractive nuisance doctrine.

It is true, as we have often held, that for the State to be liable for an injury, it must have actual or constructive notice of the hazardous condition. In this case, apparently, the State had previously boarded up the building

which in our judgment is sufficient evidence to indicate at least constructive notice of a potentially hazardous condition, and had thereafter failed to inspect or in any way remedy this situation. The record is devoid of any other attempt by the State to reasonably maintain the structure or, failing that, to adequately warn its citizens of potential danger therefrom. We believe the record reflects that the State had the requisite notice of the hazardous condition and negligently failed to remedy that condition in any manner.

Finally, the Respondent argues that the Recreational Use of Land and Water Areas Act, Ill.Rev. Stat. 1977, ch. 70, pars. 31-37, severely limits the duty on the part of the Respondent to exercise care towards any person using the land for recreational purposes. The Respondent cites ***Vaughn v. State of Zllinois*** (1977), 31 Ill.Ct.Cl. **465,** wherein the State was charged with negligence in failing to provide warning signs of safety hazards and rescue equipment at a dam or spillway. In that case this Court looked to the following language of the Act:

"Section 3. Duty of care or warning of dangerous condition. Except as specifically recognized or provided in Section 6 of this Act, an owner of land owes no duty of care to keep the premises safe for entry or use by any person for recreational purposes, or to give any warning of a dangerous condition, use, structnre, or activity on such premises to persons entering for such purposes.

Section **4.** Effect of invitation or permission. Except as specifically recognized by or provided in Section 6 of this Act, an owner of land who either directly or indirectly invites or permits without charge any person to use such property for recreational purposes does not thereby:

(a) Extend any assurance that the premises are safe for any purpose.

(b) Confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed.

(c) Assume responsibility for or incur liability for any injury to person or property caused by an act of omission of such person or any other person who enters upon the land.

* * *

Section 6. Willful or malicious acts — Injury suffered by persons paying

admission. Nothing in this Act limits in any way any liability which otherwise exists:

> **(a) For willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity.**
>
> (b) For **injnry suffered in any case where the owner of land charges the person or** persons **who enter or** go **on the** land **for the recreational** use thereof . . ."

We also looked to section 8(d) of the Court of Claims Act (Ill.Rev.Stat. 1979, ch. 37, par. 439.8(d)), which is this Court's jurisdictional authority for claims sounding in tort. It provides in pertinent part as follows:

> "(d) **All** claims against the **State** for damages in cases sounding in **tort,** *if a like cause of action would lie against a private* ***person or*** *corporation in a civil suit* . ." (Emphasis added)

Vaughn involved a factual situation where a boat was caught in a current and, in trying to escape, two passengers were swept over a spillway. We determined that the Recreational Use of Land and Water Areas Act would have absolved a private party owner of any duty of care toward a person using the land or water for recreational purposes (except the duty to willfully or maliciously fail to guard against or warn against a dangerous condition). The State was similarly absolved of such duty pursuant to the provisions of Section 8(d) of the Court of Claims Act.

A number of distinctions can be drawn between ***Vaughn*** and the instant claim, but basically only one is necessary. The Act specifically refers to the "use of land for recreational purposes" and it is clear to us that the structure (Lakeside Tavern) in which Donita Boaz was injured simply cannot be considered "land for recreational purposes" within the legislative intent of the Act.

Accordingly, it is hereby ordered that the Claimant be, and hereby is, awarded the sum of $30,000.00.

(No. 75-CC-0956—Claimants awarded $13,000.00.)

ROBERT BERNHARD and **SHIRLEY BERNHARD,** Claimants,
v. **THE STATE OF ILLINOIS,** Respondent.

Order filed July 14, 1982.

Order filed April 20, 1983.

CLINTON, TONGREN & GRIM (ROBERT S. GRIM, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*drainage blocked—stipulation—award* ***grunted.*** The damage to Clainiants' property which occurred when State constructed massive solid earth enibanknient which blocked natural flow of water was admitted by State in joint stipulation of parties, and award agreed to by parties was allowed as the record established that the embankment blocked the natnral flow of water and caused Claimants' property to be flooded and untillable resulting in substantial damage.

ORDER

HOLDERMAN, J.

Claimants originally filed a suit in the circuit court of Will County against the Troy Township Board **of** Auditors, the County of Will, and Roy L. Cousins, Superintendent of Highways for Will County. After a verdict for $25,000 was entered in Claimants' favor, post-trial motions were filed, raising the possibility of a new trial. Claimants, for valuable consideration therein stated, executed a release of the Troy Township Board of Auditors and a covenant not to sue Will County, Roy L. Cousins, or any other Will County official.

Respondent contends that the release of one ,tortfeasor is the release of all. In support of its position, Respondent cites the case of *Jeanguenat* v. *State of Zllinois* (1982), 76-CC-1987, in which this Court cites the cases of *Alberstett* v. *Country Mutual Znsurance Co.* (1979), 79 Ill. App. 3d 407, and *McGill* v. *State of Zllinois, 29* Ill.

Ct. Cl. 450. In the latter case, it was held that "the law is well established in this State, as Respondent suggests, that the release of one tortfeasor releases all joint tortfeasors." The Court relied on Illinois Law & Practice Releases, Section 25. It was further held that the fact that the joint tortfeasors were sued in different forums did not change the operation of the above-stated rule of law.

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

ORDER

HOLDERMAN, J.

This matter coming before the Court on the joint stipulation of the parties to the entry of an award in the amount of thirteen thousand and no/100 ($13,000.00) dollars in favor of Claimants herein, representing full and final settlement of their complaint as earlier filed herein, the Court having jurisdiction of the subject matter hereof and the parties hereto, and being fully advised in the premises, doth find as follows:

1. That the nature of the claim herein is in tort; moreover, recovery is sought pursuant to section 8(d) of the Court of Claims Act. (Ill.Rev.Stat. 1979, ch. 37, par. 439.8(d)).

2. That Claimants are the joint owners of the following real property, namely:

Northeast Quarter of Section 29, Troy Township, 35 North Range 9 East of the Third Principal Meridian, in Will County, Illinois, 160 acres more or less.

3. That during the years 1959 and 1960, the Division of Highways of the Department of Public Works and Buildings of the State of Illinois (hereinafter referred to as the State of Illinois) constructed and/or caused to be constructed, or had constructed in its behalf, a massive and elevated solid earth highway embankment identified

as Federal Aid Interstate Route 80 Highway: Said highway was imposed through Sections 28 and 29 of Troy Township, Will County, Illinois, and more particularly through the southern portion of Claimants' above-described real property (a true and correct photocopy of an aerial photograph of Claimants' property is attached hereto, marked Exhibit A, and made a part hereof: the photograph shows the boundaries of Claimants' property and the position of the subject highway as imposed thereon).

4. That the natural drainage of surface and subsurface water of approximately 749 acres followed a course from north to south and thence, southeast over and upon the southeasterly quarter of Claimants' aforementioned property (a true and correct photocopy of a topographical map prepared by George Reiter and Associates is attached hereto, marked Exhibit B, and made a part hereof. This said map illustrates the topography of Claimants' real property and especially the flow of surface and subsurface water from approximately 749 acres in the southeast portion thereof),

5. That in furtherance of said natural north to south drainage of a substantial area of acreage lying westerly of the Claimants' aforementioned property, there is a natural drainage ditch passing through said premises and extending from north to south through the east-west line of said highway embankment.

6. That during the years 1959 and 1960, the State of Illinois constructed, caused to be constructed and/or had constructed on its behalf a conduit extending through the solid and elevated highway embankment having been designed for the purpose of facilitating the drainage of the surface flow of water through the said highway embankment.

7. That the conduit mentioned in the immediately

preceding paragraph as initially installed had an approximate **36"** diameter and was wholly inadequate for its intended purpose.

8. That prior to the construction of the subject embankment, Claimants' property was properly drained and the natural and normal flow of surface and subsurface water followed certain patterns and directions as hereinbefore described without obstruction or impasse.

9. That as a result of the construction of the subject embankment and the installation of the subject **36"**-diameter conduit, the natural flow of surface and subsurface water in and about the southeasterly quarter of Claimants' property was unnaturally obstructed, dammed, levied and/or otherwise destroyed and impeded, and water flow was thereby unnaturally prevented from following its path from north to south across Claimants' property.

10. That as a result of the premises as set forth in the immediately preceding paragraph, storm water runoff would frequently pond, thereby depriving Claimants of the use, benefit and value of many and substantial acres of their previously tillable farmland: Claimants were caused to suffer immediate and continuing damage on each and every occasion of heavy rainfall.

11. That as a further result of the premises set forth in paragraph No. 10, hereinabove, Claimants suffered a substantial diminution in the market value of their property.

12. That no other claim has been previously presented to any State department or officer thereof.

13. That the Claimants herein are owners of the claim or interest filed herein and obtain their interest in said claim as owners of said property at all times pertinent hereto.

14. That no assignment or transfer of the claims or any part thereof, or interest, has been made.

Therefore, it is hereby ordered that the Claimants be and the same are hereby awarded the sum of thirteen thousand and no/100 ($13,000.00) dollars in full and final settlement and satisfaction of their Claim.

(No. 76-CC-1469—Claim dismissed.)

BUILD INSTITUTE, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed January 5, 1983.

BETRAM A. STONE, for Claimant.

TYRONE **C.** FAHNER, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

LAPSED **APPROPRIATIONS**—*rendition of service is prerequisite to lapsed uppropriution claim.*

SAME—*prima facie case not established—claim denied.* Lapsed appropriation claim based on allegation that services were rendered to Department of Vocational Rehabilitation denied, as Claimant failed to establish *prima facie* case since only one witness was produced and that witness lacked personal knowledge **of** specific services rendered and no business records were produced as to any services rendered.

HOLDERMAN, J.

This **is** a claim brought by Build Institute, a not-for-profit corporation. This corporation was organized **as** a private educational operation which, as its primary function, offered vocational training to students sent to it by the Department of Vocational Wehabilitation of the State of Illinois (DVR). Specifically, Claimant seeks to recover from the State the sum of $11,190.80, which is the amount

claimed due for services allegedly rendered to DVR during certain periods in 1975. In its complaint, Claimant presented this matter as one of lapsed appropriation. Respondent, however, defended the claim on the basis that there has been no showing that the services allegedly performed have, in fact, been performed.

This cause has been subject to much delay, many motions, and other pretrial matters, but was finally heard before the commissioner on September **22,** 1981. Each party has submitted its brief and the Court has read the transcript of evidence presented at the hearing.

The lapsed appropriation allegation fails if the services for which Claimant filed were not rendered.

Claimant has the burden of proving the elements of its case by a preponderance of the evidence. Specifically, it has the burden of showing that it rendered the services to DVR in 1975 for which it is seeking payment.

A careful review of the record shows that Claimant has failed to make out a ***prima facie*** case. Claimant only produced one witness, Gene Woods, a founder of Build Institute, as well as its president. His testimony basically addressed itself to the general operation of the institute. Ne admitted lack of personal knowledge of the specific services which are the basis of this claim, and he did not identify nor did he present any business records of the institute. It was his contention that many of the records of the institute had been lost with the Internal Revenue Service and/or the Federal Grand Jury, and he also alleged that some of the records had been destroyed in a fire on the premises in which they were stored. This, however, does not relieve the burden of proof imposed upon Claimant to prove its claim.

Claimant failed to produce any witnesses who, by their own personal knowledge, could have testified to the

exact services rendered and the details concerning those services. Claimant also could have presented witnesses who made and maintained the business records which would have presumably contained the details with respect to the services in question.

It is the opinion of this Court that Claimant failed completely to produce the proof necessary on which to base recovery. Claim dismissed.

(No. 76-CC-1621—Claimant awarded $1,330.62.)

PORT AUTHORITY OF NEW YORK AND NEW JERSEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 1, 1982.

HECKENKAMP AND FUITEN (DAVID L. DRAKE, of counsel), for Claimant.

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

LANDLORD AND TENANT— holding *over creates periodic tenancy.*

SAME—*holding over by State—claim allowed.* **Claim for month's worth of rent for office space was allowed Claimant where State held over after** expiration of lease **and was liable for rent under periodic tenancy** on **month-by-month basis.**

ROE, C.J.

Claimant brought this claim under section 8(b) of the Court of Claims Act (Ill.Rev.Stat. 1977, ch. **37,** par. 439.8(b)), alleging breach of a lease agreement. Both parties stipulated to the facts of the case, but only the Respondent filed a brief.

On July 1, 1971, the State of Illinois, Department of General Services, and the Claimant executed a written lease wherein the Department of Revenue, by and through the Department of General Services, would lease certain office space from the Claimant in the World Trade Center in New York City. The original lease under which the location was rented expired January 31, 1974. The basic rent during the period of this lease was $1,330.64 per month due in advance on the first day of each month. Following the expiration date of the lease, the Department of Revenue continued to occupy and pay rent on the above rented premises until May 3, 1974, upon which date it vacated the premises. Prior to May 15, 1974, Harry Bietch of the Department of General Services had corresponded with Claimant, indicating that the Department would vacate the premises on or about May 15, 1974. No rent for that month of May has been paid to date.

Claimant did not attach a copy of the lease to its complaint as required by the Civil Practice Act (Ill.Rev. Stat. 1977, ch. 110, par. 1 *et seq.*), and Respondent only attached a copy of the second page of the lease to the departmental report. Therefore the record is silent as to many potentially significant facts and issues. However, the stipulation of facts and issues was filed March 1, 1978, and Respondent's brief was filed a year and half later, and because the case has been pending inactive for so long we will apply the law and base our decision on the record as it stands without further delay.

According to the law in Illinois (neither side raised any issues as to choice of law), in the absence of an agreement to the contrary, the holding over of a tenant creates a periodic tenancy. Although Claimant did not make its position known to the Court, Respondent states in its brief that it was Claimant's position that the period was month to month.

It is Respondent's position that section 4(b) of the lease agreement varies the common law rule. It provides as follows:

> "(b) If the commencement date of the letting under this Agreement is other than the first day of a month, the basic rental for the portion of the month during which the letting is effective shall be paid in advance and shall be the amonnt of the monthly installment prorated on a daily basis using the actual number of days in the month, and if the expiration or termination date of the letting is other than the last day of the month, the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment similarly prorated."

The commencement date of the letting under the agreement was the first day of the month. Therefore the first half of the clause quoted above is inapplicable. The original lease expired January **31,** the last day of the month. The holding over created a month-to-month tenancy beginning on the first day of the month and ending on the last day of the month. In the absence of an agreement otherwise, periodic tenancies are terminated upon notice equal to the length of the period. There is no indication that the notice by Mr. Bietch was timely or any agreement to the contrary. Therefore the lease terminated or the term expired at the end of the month, in this case May, and the second half of the clause quoted above would also be inapplicable.

In conclusion, we find that nothing in the record before us gives reason to depart from the common law rule and Claimant is due rent for the month of May **1974.**

It is hereby ordered that Claimant be, and hereby is, awarded the sum of **$1,330.62.** .

(No. 76-CC-1942—Claim closed.)

MILLERNESE CALVIN, Administrator of the Estate of Christopher Calvin, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to strike filed September 21, 1976.

Opinion filed Morch 1, 1982.

Order on petition for extension of time filed April 29,1982

Order on motion to close record filed August 19, 1982.

HARVEY L. WALNER & ASSOCIATES, LTD., for Claimant.

TYRONE C. FAHNER, Attorney General (JOHN R. FANONE, Assistant Attorney General, of counsel), for Respondent.

HOSPITALS AND INSTITUTIONS—*escape of patient—basis of liability.* In order to establish that State is liable for injuries sustained by patient who escapes from hospital, Claimant must prove there was lack of proper and reasonable care, and State cannot be held liable unless it knew or should have reasonably been expected to know of or predict the escape.

SAME—escape by patient—suicide—claim denied. Claim based on death of mental patient by suicide subsequent to his escape from mental health center was denied as evidence failed to establish that State failed to exercise proper and reasonable care for patient or that State should have been expected to anticipate that patient would be likely to attempt escape from institntion.

ORDER ON MOTION TO STRIKE

PERLIN, J.

This matter coming on to be heard upon the motion of Respondent to strike from the complaint Dr. Jack Saporta, superintendent of Tinley Park Mental Health Center, and to strike the ***ad damnum*** as it exceeds the statutory limit, the Court being fully advised in the premises, and, having given due consideration to the allegations of said complaint, and to said motion,

It is hereby ordered that said Dr. Jack Saporta, superintendent of Tinley Park Mental Health Center, be stricken as Respondent.

It is further ordered that the ***ad damnum*** of $1,000,000 be stricken as it exceeds the statutory limit.

OPINION

HOLDERMAN, J.

This matter is before the Court upon a motion by Respondent to dismiss this cause and Claimant's objection to said motion.

This action was brought by Millernese Calvin, administrator of the estate of Christopher Calvin, her deceased son.

Christopher Calvin was 22 years of age with a long history of mental illness. At the time of his death, he was a patient at Tinley Park Mental Health Center.

The deceased graduated from grammar school in 1965, graduated from Harper High School in 1969 where he was an all-city basketball player, and attended the University of Illinois beginning in 1969. He played basketball for a short time on the freshman team but became ineligible due to poor grades. He later enrolled at Robert Morris Junior College, played basketball there, and graduated. He then enrolled at Northwestern University on a partial scholarship in 1972 and played only two games for the team. He dropped out of Northwestern University, re-enrolled in the fall of 1973 but was not able to function normally, and again dropped out.

The only work the deceased did was part-time or summer jobs and made no more than $100 per month at any one of them.

In 1973, he was treated for his problems at Jackson Park Hospital and later at the Tinley Park Mental Health Center. In May of 1974, he had an emotional breakdown and returned to Tinley Park for several weeks. In the latter part of 1974, he talked to his mother about being put out of his misery and told of hearing voices which told him to kill himself. He became more and more agitated,

angry and nervous, and returned to Tinley Park in April of **1975.** During this time, he allegedly told his mother he had gone to the nearby tracks and laid his head down. He also told her that he had been placed in restraints prior to a home visit in late May. While home on this visit, he wanted to return to Tinley Park because he was afraid. In his mother's home and while she was present, he went into the bathroom where he was found with his left wrist bleeding. He was treated at Jackson Park Hospital and returned to Tinley Park on June 1.

The Tinley Park Mental Health Center is a State mental hospital consisting of approximately 500 acres.

The deceased was described as being a big, fast person, weighing from **195** to **210** pounds.

The record discloses that when he was agitated, he became restless, would talk louder and his voice would rise. He would pace the floor. When he was calm, he was polite and spoke pleasantly.

On his last visit home, shortly before his death, the deceased acted calm, was low-voiced and quiet. In that condition, he was returned to Tinley Park.

While he was at Tinley Park, the deceased was in a confined area and could not leave without permission and the doors to the area were opened and closed only with a key in the hands of authorized personnel.

On the day he met his death, the deceased was in the confined area and could not leave without supervision. He asked permission to leave the area but was refused. When he talked to the individual in charge of the desk, he was calm and quiet. He then went and sat down without any unusual actions or activity on his part. The area where he was sitting was the T.V. area and was a comparatively short distance from the exit door.

When Mrs. Munson, an attendant at the hospital, was leaving, he bolted through the door, brushing her aside. She went to look for him but he was already gone. She immediately returned to the unit and informed a Mrs. Simpson, who called security. Mrs. Munson heard Mrs. Simpson tell security that he was suicidal and make some reference to the tracks.

The incident occurred at approximately 5:40 p.m., and at 6:05 p.m., the mental center was informed of his death, as he had been found on the tracks. Approximately 25 minutes had elapsed from the time of his escape until the report of his death. In the interim, security had been searching for him.

Claimant alleges that Respondent was guilty of the following acts of negligence: (1) it failed to provide proper medical care; (2) it failed to provide proper supervisory control; and (3) it failed to provide proper and trained security guards.

Dr. Joseph Bongiorno testified for Claimant. He specializes in psychiatry and is on staff with Michael Reese Hospital and is also in private practice. It was his opinion that the treatment of the deceased was inadequate, that he should have been confined to an individual room under lock and key, and a staff member should have been available to soothe him. Because this was not done, he was of the opinion that the restraint, therefore, was deficient. He stated additional medication was needed and if enough had been given from the onset, his condition would have improved. He also disagreed with the medical center's policy of allowing the patient to go to his home at intervals. He testified that no real measure is available to prevent a suicide short of restraint, and that a patient might require restraining regardless of the law regulating the use of such restraints.

Members of the hospital staff testified that before restraints were used, a patient would have to exhibit some evidence of needing restraints by either being agitated, fighting, by throwing chairs, or some similar activity. It was their testimony that none of these acts occurred on the day the patient died. The last time the patient had been in restraints was because he had been screaming and twisting and asking for restraints.

One of the staff from the hospital testified that the criteria for using restraints was whether the patient was so uncontrollable that he might hurt himself or others, and even though a patient requested restraints, a doctor's order was still required. She further testified that on the day he met his death, he did not ask for restraints as he had done on previous occasions and he exhibited no characteristics requiring restraints.

Dr. Zita Lezeau, a physician at Tinley Park Mental Center, testified that she was the doctor in charge of decedent's ward. She testified that he had been placed in restraints on May 20 and May 24. She stated she was treating him for deep depression but was not overlooking his schizophrenia, and that he had never been off the ward without an escort. She also stated he had been receiving Navane, and after he refused to take it, she administered an injection of Thorazine. She testified that patients have to be treated as individuals and that medicine is prescribed based upon their history and symptoms, and that restraints are used only as a last resort and then only to prevent hurt or damage to the person or to others. She stated she had never seen him in a condition that required restraints, and there was no indication he needed restraints when he returned from his last home visit.

Dr. John Davis, employed by the Illinois State Psychiatric Institute in Chicago, testified on behalf of Re-

spondent. He had no interest in the outcome of this case and received no fee or compensation to appear at the trial.

Dr. Joseph Bongiorno, the psychiatrist who testified on behalf of Claimant, stated he was hired by Claimant and was being paid for his appearance and his testimony.

Dr. Davis had a long history of education in the psychiatric field and has held several positions of importance dealing with the treatment of mental disorders. Among them, he has been consultant to 12 different groups, including the Food and Drug Administration, the A.M.A., and the National Academy of Science; he has served on the editorial board of eight journals, has won several awards, has membership in **19** societies, and has written five books in the area of psychiatric disorders and disease. Most important to the case at hand, he has written a paper entitled, "Comparative Doses and Costs of Antipsychotic Medication." This paper deals with various drug doses and how they relate to chlorpromazine.

Dr. Davis testified that the patient was receiving what he considered to be a high dose of various types of medication; in one instance, he was given over three times the average dose. However, he stated, many textbooks advocate higher doses. He also testified that although a patient is given three times the average dose, this does not necessarily mean there will be three times better results. He stated he had never heard of any person being kept in restraints for many days and the length of time is limited by the Mental Health Code. His testimony differed sharply with the testimony of the doctor called by Claimant.

Dr. Davis testified that he believes home visits are important for the patient, and the fact that the deceased had asked to leave the ward on the day he met his death

would not necessarily alert the nurses to a possible suicide.

The last witness was Timothy Gawley who testified he had seen an individual near the railroad tracks which abut the Tinley Park Mental Health Center, and that he saw this man get hit by the train.

This Court has held, as have other courts, that before recovery can be made in cases like this, Claimant must prove there was a lack of proper and reasonable care. The courts have also held that Respondent cannot be held liable unless it knew, or should have reasonably been expected to know of or to predict decedent's sudden escape. ***Karubki v. Board of Trustees*** (1966), ***25*** Ill.Ct.Cl. 296; ***Slater v. Missionary Sisters of the Sacred Heart*** (1974), 20 Ill. App. 3d 464,314 N.E. 2d 715.

The courts have held that where a Claimant fails to prove by a preponderance of the evidence that Respondent did not exercise the degree of care owed to its patient, the claim will be denied. ***Gianos v. State*** (1975), 30 Ill.Ct.Cl. 373; also ***Krulfki v. State,*** 25 Ill.Ct.Cl. 296.

In reviewing the records in this case, it appears we are dealing with an individual whose main interest in life was to be able to play basketball professionally. That he was unable to do so had a profound effect on him.

It is interesting to note that this individual, when he felt an attack coming on, would ask to be placed in restraints without showing any physical evidence that said restraints were needed. On the day of his death, he had not indicated any desire for the restraints nor did his actions indicate he should be placed in restraints. He did not become agitated when he was refused permission to leave his ward but merely sat down in the T.V. area. His next move was when he suddenly bolted to the door when it was opened by one of the ward personnel.

The record is devoid of any evidence showing Respondent knew, or should have known, that this individual was contemplating an immediate act or a suicide attempt.

It is the opinion of this Court that the Claimant has not met the burden of proof that is required before an award can be made and that Respondent provided reasonable medical care and treatment to said patient.

Award denied.

ORDER ON PETITION FOR EXTENSION OF TIME

HOLDERMAN, J.

This matter comes before the Court upon petition by Claimant for extension of time for filing petition for rehearing.

It is hereby ordered that Claimant's petition be, and the same is, granted, and Claimant is given until June 1, **1982,** to file said petition for rehearing.

ORDER ON MOTION TO CLOSE RECORD

HOLDERMAN, J.

This matter coming to be heard on the motion of Respondent to close the record 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;

It is hereby ordered that the motion of Respondent be, and the same is, hereby granted and the record on this claim is hereby closed.

(No. 76-CC-2389—Claimantawarded $6,526.00.)

STEPHEN MYDLO and MARY MYDLO, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 6,1982.

RIPPLINGER, DIXON & HOFFMAN (GEORGE R. RIPPLINGER, JR., of counsel), for Claimants.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

EMINENT DOMAIN—*salt pile adjacent to Claimants' property—claim allowed.* **Damages were allowed to Claimants for destruction of their property caused by salt permeation on property due to location of salt pile on State property which was adjacent and uphill from Claimants' property, as testimony of experts established damages for which Claimants were entitled to remuneration.**

POCH, J.

Claimants Stephen and Mary Mydlo have brought this action to recover for permanent salt damage done to premises that they occupy by reason of a salt storage pile maintained by Respondent on property adjacent and uphill from Claimants' property. Evidence conceiving the facts was heard by a commissioner of this Court. The following summarizes the evidence.

The Claimants purchased their home in Fairview Heights in 1962. Adjacent to Claimants' property and behind the lot, the State of Illinois maintained a salt pile. The salt pile was located on property that was higher than the lot upon which the Mydlos' home was located. It was agreed by the parties at the hearing that as a result of the location of the salt pile on Respondent's storage area, salt had permeated a portion of the Claimants' land and continued to do so at the time of the hearing. Respondent, through the cooperation of Claimants, has attempted many different ways of remedying the problem of salt permeation on Claimants' property and the resultant destruction of ground cover and grass. The

attempts by Respondent to correct the condition have not improved the condition. The parties stipulated at the hearing before the commissioner that the only issue to be determined by the Court was the amount of compensation to be paid to the Claimants.

Claimants called David F. Gordon, a real estate appraiser from Belleville, Illinois. Mr. Gordon had been an appraiser since **1946** and testified that he had done an appraisal on the property of the Claimants. The appraiser testified that the Claimants own a one-story, one-family home which was built in **1964,** and that the damage to said property was in the total sum of **$10,724.00,** which includes an assessment of **$4,200.00,** which was damage to the remainder of the property as a result of the existence of the condition, and **$1,872.00** for screening or fencing necessary to obviate the effects of the damaged portion of Claimants' lot.

An appraiser called by the State, Lee Bierman, who was an appraiser with qualifications comparable to the appraiser called by Claimants, testified that the amount of the damage to Claimants' lot was $2,075.00.

Claimants argue that the measure of damages for property damaged by a public use but not taken is the same in a landowner's action at law to recover damages as in a condemnation proceeding. *(Kane v. City of Chicago* (1946), 392 Ill. 172, 64 N.E.2d 506, 509.) Further, Claimants argue that the salt-affected property at the rear of Claimants' lot must be considered to be a complete and permanent taking. We do not accept this argument. That fact that a portion of the back yard will not sustain grass growth does not render the property totally unuseable. However, there has been damage to the property for which Claimants are entitled to remuneration.

First, there appears to be little question that the por-

tion of the back yard affected has been permanently damaged. As noted above, we do not perceive the damage to constitute a "complete, permanent taking." For that reason, we recommend that Claimants' testimony to the effect of the "taking" be reduced from the sum of $4,652.00 to $2,326.00. With respect to the matter of erecting a fence, we are not conviced that under the law with respect to damages such as the kind in the case at bar that Respondent is responsible for building a screening fence for aesthetic purposes. We recommend, therefore, no award with respect to the estimated cost of fencing.

Finally, with respect to damage to the remainder, testified by Claimants' appraiser to be $4,200.00, we believe that Claimants' appraisal should be accepted at face value. Neither in the evidence produced by Respondent nor in any brief did the Respondent rebut or contradict this testimony. The commissioner, who heard the testimony of the witnesses, has recommended that the Court assess the damages of $6,526.00. We believe his conclusion to be reasonable.

We, therefore, award Claimants the sum of six thousand five hundred twenty six ($6,526.00) dollars.

(No. 76-CC-2704—Claim denied.)

WARREN ACHIEVEMENT CENTER, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 28, 1982.

RICHARD L. WHITMAN, SR., for Claimant.

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

LICENSE FEES—voluntary payment of excessive fees not *recoverable.* Where party pays license fee, without compulsion or duress, which the law would not compel him to pay, such payment is voluntary and made under a mistake of law and cannot be recovered, and in instant case the excess registration fees paid by Claimant, a non-profit organization, for vehicles it owned were not recoverable in the Court of Claims.

HOLDERMAN, J.

Claimant in this matter is a non-profit organization located in Monmouth, Illinois. Its function is to meet the needs of mentally and physically handicapped people in a number of ways.

In addition to the Illinois Department of Mental Health and the Illinois Division of Vocational Rehabilitation, several other agencies provide funds to support various Warren Achievement Center (WAC) operations.

Donald P. Tomlin is the director of Achievement Industries, a part of WAC. He has been with WAC since June of 1972.

It is necessary for the operation of their programs that they have certain motor vehicles to aid and further the cause of said programs.

Claimant purchased several different types of vehicles, including a station wagon, vans, and passenger automobiles. For the years 1974, 1975 and 1976, these motor vehicles were registered and State licenses were purchased.

On October 24, 1980, a joint stipulation was entered into between the parties whereby it was agreed that the affidavit of Donald P. Tomlin would be submitted in lieu of his testimony and, with the submission of his affidavit, a hearing before the Court would be waived.

In his affidavit, Mr. Tomlin stated that in **1973** he made three phone calls to the Office of the Secretary of State trying to ascertain if there was any way to secure a reduction of the cost of registering the vehicles owned by WAC. In the first two conversations, an employee of the Secretary of State's office, unidentified, gave him the unequivocal answer of "no." Mr. Tomlin alleges during the third phone call, he was told that there were no provisions under which WAC could gain a reduction in its registration costs. This subject was also unidentified.

On December **5, 1973,** Mr. Tomlin wrote to the Secretary of State, making the same inquiry as in the phone calls. The letter was not answered. In July of **1976,** Mr. Tomlin learned that there are provisions under which WAC could have obtained its registration plates at a greatly reduced charge. He received this information from Vern Wideler, director of a similar workshop for the handicapped in Galesburg.

WAC's applications for registrations were made on normal application forms until **1977.** On November **1, 1976,** WAC filed this claim for a total refund of **$5,237.00.**

This Court in several instances has passed upon the right to a refund. One of the first cases is found in ***Wright & Wagner Dairy Co. v. State,*** **12** Ill.Ct.Cl. **149,** where the Court stated:

> **"Where one pays a license fee, without compulsion or duress, which the law would not compel him *to* pay, such payment is voluntary and made under a mistake of law and cannot be recovered."**

This law is followed in ***Warren v. State,*** **14** Ill. Ct. Cl. **84,** and ***South Side Petroleum*** Co. ***v. State,*** **16** Ill. Ct. Cl. **284,** and it has never been changed.

This fee was paid voluntarily by Claimant and there is no statute authorizing a recovery for fees so paid. The affidavit filed by Claimant is lacking in any corroborating evidence.

Claim denied and case dismissed.

(No. 77-CC-0371—Claimant awarded $50,522.37.)

THE DEARBORN ASSOCIATES OF CHICAGO, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed October 29, 1980.

Amended order filed January 30, 1981.

Opinion filed December 6, 1982.

Amended opinion filed Morch 14, 1983.

Amended amended opinion filed April 7, 1983.

ROBERT W. DZIUBLA, for Claimant.

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

CONTRACTS—*parol testimony inadmissible in absence of fraud.* In the absence of any fraud, parol testimony is inadmissible to change, vary or alter the terms of a written contract.

SAME—*compensation allowed for work performed based on contruct.* Award was allowed for compensation of work performed on basis of express terms of contract for architectural and engineering services, as parties filed joint motion reynesting snch action after conrt had dismissed claim on ground it was based on *quantum meruit* theory which is not approvable by Court of Claims.

INTEREST—*interest on awards is not allowable.*

ORDER

HOLDERMAN, J.

This matter comes before the Court upon motion of Claimant for partial summary judgment filed August 19, 1980, to which Respondent has made no answer nor response.

CIaimant's motion requests the Court enter an order granting partial summary judgment for certain enumerated items totalling the sum of $35,522.37, plus prejudgment interest at the statutory rate from and after December 5,1975.

Claimant cites section 2 of "An Act in relation to the rate of interest" (Ill.Rev.Stat., ch. 74, par. 2) as its basis for requesting interest. Said statute provides, among other things, payment of five (5%) per cent interest per annum for all monies after they become due or money withheld by an unreasonable and vexatious delay of payment.

It appears from the record in this cause that there is not any dispute as to the amount claimed by Claimant and that this amount was due from December 5, 1975.

Award is hereby entered in favor of Claimant in the amount of $35,522.37, plus interest at the rate of 5% from December 5, 1975, to date of payment.

AMENDED ORDER

HOLDERMAN, J.

This matter comes before the Court upon motion of Claimant for partial summary judgment filed August 19, 1980, to which Respondent has made no answer nor response.

Claimant's motion requests the Court enter an order granting partial summary judgment for certain enumerated items totalling the sum of $35,522.37, plus prejudgment interest at the statutory rate from and after December 5,1975.

Claimant cites section 2 of "An Act in relation to the rate of interest" (Ill.Rev.Stat., ch. 74, par. 2) as its basis for requesting interest. Said statute provides, among other things, payment of five (5%) per cent interest per annum for all monies after they become due or money withheld

by an unreasonable and vexatious delay of payment.

It appears from the record in this cause that there is not any dispute as to the amount claimed by Claimant and that this amount was due from December 5, 1975.

Award is hereby entered in favor of Claimant in the amount of $35,522.37. Interest is not allowable.

OPINION

HOLDERMAN, J.

This is a claim filed alleging breach of a contract, which contract was for architectural, engineering and professional services between the Capital Development Board (CDB) and The Dearborn Associates (TDA) for the Benito Juarez High School project in Chicago, Illinois. The breach complained of is for non-payment of professional services rendered between March 25, 1975, and December 8, 1975. In its complaint, TDA sought an award for $75,159.62. On January 30, 1981, the Court of Claims entered an amended order granting partial summary judgment to Claimant in the amount of $35,522.57. The remaining amount in dispute is $39,637.05.

There are two issues involved in this case: (1) Whether the project had been completed through the, design development phase at the time of Claimant's termination; and (2) Whether interest on an award is allowed in the Illinois Court of Claims;

On March 25, 1975, a contract was executed between the CDB and TDA for architectural and engineering services for the Benito Juarez High School in Chicago, Illinois. Under the contract, TDA was to provide services in seven phases on the project.

On June 24, 1975, the contract was modified and the number of phases was reduced from seven to four. The first three phases of the project were deleted from TDA's

contract but the contract did provide that TDA was to perform certain services in conjunction with RMC, a Mexican architectural firm which had been hired as a design concept consultant, and the Turner Construction Company. The contract provided that CDB's manual of procedures would be a part of TDA's contract and would apply to its work. The purpose of the manual of procedures was to standardize the whole architectural process both in terms of services and fees.

On December 5, 1975, CDB wrote to TDA advising them that, pursuant to Article 8, par. 8.3 of the contract, TDA was terminated effective 15 days following receipt of the letter. The letter was received by TDA on December 8, 1975.

On December 18, 1975, TDA forwarded to CDB all drawings it had prepared to that date. These included 42 architectural sketches designated as "definitive design drawings."

It is the contention of Respondent that when the contract was terminated, the design development phase of the contract was not completed.

It is Claimant's contention that Respondent, through various agents, stated that the manual procedure did not apply to its work, and the rules of the manual were waived. Respondent denies. there was such a waiver and points out that while any evidence to such a waiver was oral, said waiver, by documents and notes, was not substantiated by the evidence.

This Court, in *L. Balkin Builder, Inc. v. State* (1939), 11 Ill. Ct. Cl. 407, laid down the following rule:

> **"Oral testimony inadmissible to vary terms of contract. In the absence of any fraud, parole testimony cannot be received to change, vary or alter the terms of a written contract."**

It is the opinion of the Court that the terms of the

original contract cannot be changed by oral evidence as presented by Claimant in this cause.

It is the finding of this Court that Claimant was not compensated for work performed under the contract and that a fair value for said services rendered unpaid at the time of the termination of the contract is $15,000.00.

Claimant has requested interest for the failure of Respondent to make payments for work performed. This Court has previously held that interest on awards is not allowable. See *Coach Corp. of Freeport v. State* (1949), 18 Ill.Ct.Cl. 156; also *Toombs v. State* (1977), 32 Ill. Ct. Cl. 205.

An award is hereby entered in favor of Claimant in the amount of fifteen thousand ($15,000.00) dollars, as full, final and complete settlement of all claims in this cause.

AMENDED OPINION

HOLDERMAN, J.

This matter comes before the Court upon petition of Respondent for clarification filed January 5, 1983. Claimant did not respond to said petition.

In the Court's opinion of December 6, 1982, an award was entered in favor of Claimant in the amount of $15,000.00. A re-reading of the facts in this case would indicate that such an award could be construed as allowing a case based upon a *quantum meruit* recovery. This Court has expressly disallowed recovery on *quantum meruit* basis. See *Sunley v. State* (1976), 31 Ill.Ct.Cl. 176, and *Hofer v. State* (1978), 32 Ill.Ct.Cl. 745,751.

In order to clarify the situation, the Court hereby vacates its opinion of December 6, 1982, and dismisses said cause.

AMENDED AMENDED OPINION

HOLDERMAN, J.

This matter comes before the Court upon a joint motion by Claimant and Respondent requesting an amended opinion be entered by this Court.

Said joint motion sets forth that it is the opinion of Claimant and Respondent that an award should be made based upon the express terms of the contract between the parties hereto, and further suggests that the award should be in the amount of $15,000.00.

An amended amended opinion is hereby entered granting claimant the amount **of** $15,000.00, based upon the contract between Claimant and Respondent.

(No.77-CC-0515—Claim dismissed.)

JAMES TARKOWSKI, **Claimant,** *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to strike filed April 17, 1978.

Order on motion to dismiss filed September 27, 1979.

Opinion filed April 14, 1983.

Order on motion to vacate dismissal filed June 1, 1983.

ALICE NEFF BROWNE, for Claimant.

ARIES, HOYT & WILLIAMS, for Respondent.

NEGLIGENCE—*elements of recovery.* **Before there** can **be recovery for** damage it **must be shown that Claimant** was **free** from **contributory negligence** and that **there was** negligence on **part of State and that** such **negligence** was **the** proximate cause **of the accident.**

HIGHWAYS—*traffic signals not muintuined—no negligence by State—claim denied.* **Claim** for **injuries arising from traffic accident allegedly** caused **by**

State's failure to maintain traffic signals denied as there was no evidence of any negligence on part of State, no evidence that driver of automobile could not see stop sign that had been installed to replace inoperative traffic lights, and no evidence as to whether State had notice of fact that replacement stop sign was not properly installed.

ORDER ON MOTION TO STRIKE COMPLAINT

HOLDERMAN, J.

This matter comes before the Court on a motion by Respondent to strike the complaint and objection to motion filed by Claimant.

Objection to motion is hereby overruled and motion to strike is granted and Claimant is hereby given sixty (60) days in which to file a new complaint.

ORDER ON MOTION TO DISMISS

HOLDERMAN, J.

This matter comes before the Court upon motion to dismiss filed by Respondent.

Respondent's motion sets forth that the Ford pickup truck which sustained the damages complained of was owned by Claimant's son, James Tarkowski, and that on August 2, 1979, at a Court of Claims hearing, Claimant admitted that his son, James Tarkowski, signed the first amended complaint.

Respondent's motion states that Claimant indicated, in a July 19, 1979, statement, that he was not in the truck at the time of the occurrence and, therefore, did not have any interest in said cause. Respondent further states that it assumed that because the complaint was signed "J. Tarkowski, Claimant Pro Se" it referred to Claimant, John Tarkowski, rather than his son.

Respondent's motion is based on the grounds that Claimant did not have any interest in the subject matter of this lawsuit.

It is hereby ordered:

That Respondent's motion to dismiss be, and the same is, granted and this cause is dismissed.

OPINION

HOLDERMAN, J.

On April 25, 1976, James Tarkowski was involved in an automobile accident on State Highway Route 14 at Rowhling Road. The traffic lights were inoperative and there was light snow on the ground and it was windy. Temporary stop signs had been placed on the poles of the traffic signals at the time of the accident in question.

It is Claimant's contention that Respondent failed to maintain the traffic signals at the scene of the accident. It is Claimant's further contention that the stop sign was mounted on a pole by a single strap which allowed the sign to vibrate back and forth in the gusty wind and was very difficult to see because of its small size. The accident in question took place at 4:13 p.m.

This complaint was originally filed under the name of J. Tarkowski and was dismissed on Respondent's motion on the grounds that, at the hearing before a commissioner on August 2, 1979, John Tarkowski testified that the property damage was actually sustained by his son, James Tarkowski, who signed the complaint, and that John Tarkowski had no interest in the subject matter and could not represent his son, James Tarkowski. On December 28, 1979, this Court vacated the order dismissing this claim and granted Claimant leave to secure an attorney. Claimant was still listed in the caption of the case as "J. Tarkowski." On May 27, 1980, the commissioner entered an order requiring the full name of Claimant to be indicated on the caption of the cause and on other documents to be filed, and thereafter, in com-

pliance with this order, James Tarkowski has appeared as Claimant on all documents filed by Claimant.

On March 19, 1981, a hearing was conducted at which time John Tarkowski stated that this claim had been assigned by James Tarkowski to John Tarkowski "for collection" on October 2, 1979. At this time the commissioner noted that the claim had been filed on behalf of James Tarkowski and all documents filed had indicated the Claimant as James Tarkowski and that the claim might be denied on the grounds that John Tarkowski was not the Claimant of record. Thereupon, John Tarkowski renounced his ownership of the claim and orally moved the Court to amend the complaint to change the name of Claimant to John Tarkowski.

After the hearing and prior to a ruling on the motion to amend, Claimant filed, on April 6, 1981, a document signed by John Tarkowski "voluntarily returning" the claim to James Tarkowski. It was the opinion of the commissioner at the time of the hearing on March 19, 1981, that John Tarkowski was not the Claimant listed and therefore this claim might be dismissed as having been brought by the wrong party. The assignment of this claim was evidently done to excuse the necessity of a court appearance by James Tarkowski.

James Tarkowski, the owner of the truck involved in the accident and the driver of said truck, was not called to testify at the hearing. The evidence shows that an automobile collided with a Ford truck at the intersection and that a short time later a Ford truck was found by John Tarkowski having damage similar to the damage sustained by the truck involved in the accident.

There was no evidence of any negligence on the part of Respondent and there was no evidence submitted showing that the driver of the truck or the automobile

could not see the stop sign. There was even a lack of evidence as to who was the driver of each vehicle. There was no evidence as to actual constructive notice of the defects in the traffic signal.

This Court has repeatedly held that before there can be a recovery, it must be shown that Claimant was free from contributory negligence and that there was negligence on the part of the Respondent and that such negligence was the proximate cause of the accident complained of. See ***National Bank of Bloomington v. State*** (1980), **34** Ill.Ct.Cl. **23.**

Claimant having failed in every respect to meet the requirements as above set forth, this cause is hereby **dis**missed.

ORDER ON MOTION TO VACATE DISMISSAL

HOLDERMAN, J.

This matter comes before the Court as a result of a communication from J. Tarkowski in the form of a letter in which he requests that the previous order of dismissal be vacated. The letter also states that due process requires a hearing on the facts.

The Court once again has reviewed the transcript and the file. The file discloses a hearing was held before a commissioner on March 19, 1981.

This cause arose as a result of an automobile accident on **a** State highway. At the hearing, the driver of Claimant's car did not testify as to the facts surrounding the accident in question. The Court dismissed this case on the grounds that Claimant had not met the burden of proof required in accident cases such as this. This Court has consistently held that in cases such as the one at bar, Claimant must show the State was guilty of negligence, that such negligence was the proximate cause of the

injury, and Claimant was free from contributory negligence. See *National Bank of Bloomington v. State* (1980), **34** Ill.Ct.Cl. **23.**

It is the Court's opinion that Claimant failed in his burden of proof; therefore, Claimant's motion to vacate the order of dismissal is denied and the original order of dismissal is reaffirmed and this cause is dismissed.

(No. 77-CC-0908—Claimant awarded $12,000.00.)

MARDEL CARLSON, Claimant, *v.* THE STATE OF ILLINOIS, **Respondent.**

Opinion filed May 31, **1983.**

PHILLIP **F.** MAHER, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*Court* is not bound by *stipulations.* The Court of Claims has the duty and prerogative to adjudicate for itself issues of negligence, proximate cause and damages and in doing so is not bound by stipulations of the parties, hut, at the same time, the Court is not mandated to reject stipulations, nor is it desirous of creating controversy where none exists.

HOSPITALS AND INSTITUTIONS—*death or health center patient—stipulation—claim* ullowed. Based on the fair and reasonable stipulation of the parties, an award was granted to the executrix of deceased based on wrongful death while deceased was patient in health center suffering from grand-mal seizures, and set-off was made for treatment rendered by State to decedent.

POCH, J.

The Claimant, Mardel Carlson, as executrix of the estate of her daughter, Patsy Joyce Gunn, seeks a recovery based upon the wrongful death of her daughter

against the State which treated her at both the Tinley Park Mental Health Center, a unit of the Department of Mental Health and Developmental Disabilities, and the Illinois Research Hospital, a part of the University of Illinois.

The Claimant and Respondent have entered into a joint stipulation settling this claim. This stipulation indicates that on September **9,** 1975, Claimant's decedent was readmitted as a patient at the Tinley Park Mental Health Center. On October 7, 1975, decedent started having grand-mal seizures and on the same day was transferred to the Illinois Research Hospital, where she died on October 11, 1975. The decedent's death resulted from a 40-hour period of seizure activity.

Claimant also filed a suit in the circuit court of Cook County, No. 75 L 24002, against other institutions and individuals who had provided treatment to the decedent. This claim was settled for $22,000. The State has filed a lien against the estate of the decedent in the amount of $10,000 for treatment rendered to the decedent.

The parties have further agreed that no further evidence will be introduced, and that the rights to a hearing and to file briefs have been waived.

Lastly, Claimant in consideration of the payment of the above stated amount, waives, releases and relinquishes any and all claims whatsoever, which are the subject of the instant complaint against the State of Illinois, and any department or agency or any individual acting as an employee or agent of the State of Illinois or any of its departments or agencies.

It is the prerogative and duty of the Court to adjudicate for itself the issues of negligence, proximate cause and damages, and in *so* doing, it is not bound by facts agreed upon by the parties to the action. At the same

time, the Court is not mandated to reject stipulations and agreed amounts of damages; nor is the Court desirous of creating a controversy where none appears to exist. (*Kowaczek v. State* (1979), *33* Ill.Ct.Cl. 70, 72.) Where the parties agree to compromise a claim, this Court should not and will not arbitrarily set aside an agreement absent an indication of possible fraud or duress on the part of one of the parties. (*A & T Movers v. State* (1980), *33* Ill.Ct.Cl. 77, 79.) There is no such indication present here.

The Court has reviewed the facts set forth in the joint stipulation. It appears that the stipulation is accurate, and that it has been entered into legitimately. The Court is also of the opinion that an award of $22,000 less a set-off of $10,000 is a fair and reasonable amount for the settlement of this claim.

It is hereby ordered that the sum of $22,000 be awarded claimant, less a set-off of $10,000 resulting in a net award of $12,000.00 (twelve thousand dollars and no cents).

(No. 77-CC-1193—Claim dismissed.)

LOUIS R. ANDREWS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order *filed* May *11,1983.*

HAROLD POPE, for Claimant.

NEIL F. HARTIGAN, Attorney General (**FRANCIS M. DONOVAN,** Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*highway maintenance cases—burden of* proof. Recovery in cases based on State's failure to maintain highways requires that Claimant prove by a preponderance of evidence that State had actual or constructive notice of defect which is alleged to have caused accident.

SAME—*sand* on *highway—State* not *liable—claim* denied. Claimant filed action to recover for damages suffered when his automobile struck pile of sand left in roadway, but claim was denied as evidence failed to establish that State had any knowledge of sand in highway and, in fact, had signed maintenance agreement by which City of Chicago agreed to maintain portion of roadway in question, thereby relieving State of liability since State could not be held liable for acts of persons not in any way under its control.

HOLDERMAN, J.

This cause coming to be heard on the Respondent's motion for summary judgment, due notice having been given and this Court being fully advised in the premises finds as follows:

This claim arose out of an automobile accident which occurred on July **17, 1976,** at **5759** South Michigan Avenue in the city of Chicago. The claimant alleges various acts of negligence against the State regarding the general maintenance of the highway and specifically that the State was engaged in some manner of construction and/or repair of the highway at said location. The accident allegedly occurred when Claimant struck a pile of sand which had been left in the roadway,

The Respondent answered the complaint denying maintenance responsibility and that it had been engaged in any manner of construction and/or repair of South Michigan Avenue at the accident scene.

The Respondent further pleaded affirmatively that a maintenance agreement existed between the State and the city of Chicago on the date of the accident which covered the area of the accident. The State also pleaded that no permits for any type of work on South Michigan Avenue had been issued by the Department of Transportation before or on the date of the accident.

No response to the affirmative matters raised in Respondent's answer was made by Claimant. Therefore, these matters now stand admitted for purposes of the motion before the Court. ***McClure Engineering Associates v. Winter*** (1980), 84 Ill.App.3d 231, 405 N.E.2d **28.**

In order to recover in cases of this nature, the Claimant has the burden of proving by a preponderance of the evidence that the Respondent had actual or constructive knowledge of the defect which is alleged to have caused the accident. ***Lind v. State*** (1977), **31** Ill.Ct.Cl. **322,** ***325.***

The defect complained of here was a pile of sand on South Michigan Avenue. In its answer and in the motion for summary judgment which is supported by affidavit, the State has denied any knowledge **of** either the pile of sand or any construction or repair work which might **have involved the use** of **sand.**

More importantly, the State had contracted with the city of Chicago to maintain South Michigan Avenue at the accident location. This practice is one with which this Court is familiar. Given the responsibilities of the State to maintain its roadways, it is not uncommon that municipalities are looked to to perform this service on the State's behalf. These agreements, like the one involved herein, are supported by valuable consideration. That is, in return for using its manpower and its equipment to maintain a roadway which would otherwise be the State's responsibility, the municipality is paid certain monies based on the amount of roadway covered by the agreement.

If, as alleged by Claimant, a pile of sand was left unmarked on South Michigan Avenue, it follows that the city of Chicago under its agreement with the State was in the better position and, indeed had the duty to post warnings, remove the sand or otherwise act in a reasonable manner.

That State does not control the city of Chicago. In entering into maintenance agreements, the State relies on the city to control and supervise its employees in the maintenance of highways under said agreements. The State cannot be held liable for acts of persons not in any way under its control. ***Allen v. State*** (1981), **34** Ill.Ct.Cl. **291.**

It is hereby ordered that Respondent's motion be, and the same hereby is, granted. Judgment is entered for Respondent. This claim is dismissed with prejudice.

(No. 77-CC-1597—Claim denied.)

JAMES RONALD COWAN, **Claimant,** *v.* THE STATE OF ILLINOIS, **Respondent.**

Opinion filed December 15, 1982.

JAMES RONALD COWAN, ***pro se,*** for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—*holiday pay forfeited—claim denied.* **Where** Claimant **accrued holiday** time **on days outside the** 12-month **period during which he would have been entitled to compensation** or **time off pursuant to Rule 3-200 of the Department of Personnel Rules, time** or **compensation would be deemed to have been forfeited and the claim would be denied.**

ROE, C.J.

The claimant, James Ronald Cowan, seeks payment for holidays during which he worked while employed by the State of Illinois as a youth supervisor at the Pere Marquette Resident Center at Grafton, Illinois.

Due to the present out-of-state residence of the Claimant and the economic hardship and inconvenience which would be imposed upon the Claimant if he were to attend a hearing, the parties waived their rights to a hearing and submitted their cases on the record. They stipulated that the record shall consist of the complaint and attached documents, a copy of the departmental report with attached documents, a copy of Department of Personnel Rule 3-200 which was in effect during the relevant time period, and a copy of a memorandum of understanding between respondent and Claimant's collective bargaining agent.

The departmental report, which is ***prima facie*** evidence of the facts contained therein pursuant to Rule 14 of the Rules of the Court of Claims, indicates that Claimant **was** compensated for 14 1/2 days of accumulated holiday time, but was not allowed time off or payment for 10 1/2 days of accumulated holiday time that had not been taken by him within the 12-month period. Department of Personnel Rule 3-200, which was in effect at the time Claimant terminated his employment, provides as follows:

"*HOLIDAY OBSERVANCE:* Where employees are scheduled and required to work on a holiday, equivalent time off will be granted within the following twelve month period at a time convenient to the employee and consistent with the agency's operating needs."

Time or compensation is forfeited if not taken during the 12-month period. Because Claimant accrued the holiday time on days outside of the 12-month period they are deemed forfeited and we are constrained to deny this claim.

On February 10, **1977,** a memorandum of understanding between the State of Illinois and The American Federation of State, County and Municipal Employees became effective with regard to the collective bargaining

agreements RC-6 and RC-9, a copy of which was attached to the departmental report. This memorandum of understanding specifically states that employees may be reimbursed for time off or may take time off for holidays ***forfeited*** by operation of collective bargaining agreements RC-6 and RC-9 or the Department of Personnel Rules. No mention is made of former employees. In addition, paragraph 2 of the memorandum of understanding makes provision for future requests. There is no provision made for requests by former employees. Furthermore, although the memorandum of understanding indicates in paragraph 2 that an employee's request for holidays should be timely made and in accordance with the contract procedure, Claimant has not produced any evidence to show that his demands for holiday time were timely made or in accordance with contract procedure.

The Claimant states "The Memorandum of Understanding was issued for the specific purpose of recanting, retracting and rescinding the stipulated enforced Personnel Rule in question, to wit the restoration and restatement and/or reimbursement for the accumulated time formerly rescinded or abrogated." This statement is quite incorrect in that the heading of the memorandum specifically says it is with regard to RC-6 and RC-9 collective bargaining agreements, not personnel rules, and although the Department of Personnel rules are mentioned in the body of the memorandum, nowhere is the purpose of the memorandum stated as being "recanting, retracting and rescinding," of a personnel rule. The purpose of the memorandum of understanding is just as it states, to restore holidays earned and requested but ***forfeited*** by employees.

Claimant seems to have been confused by the allocation of the funds for reimbursement for holiday time. He states that "The State had knowledge and record of

exactly how many accumulated holidays were involved in the separation." (Over $5,000.00 of this sum has been returned to the State treasury). The departmental report indicates that there was $5,776.47 remaining in their appropriation for personnel services, juvenile field services, region IV, fiscal year 1976. Nineteen seventy-six was prior to the issuance of the memorandum of understanding. Therefore, the Department of Corrections was not even aware of these "reparations," and their appropriation was obviously merely an estimate of the amount of money they would need to reimburse employees without regard to the memorandum. The departmental report furthermore states that they would have paid and did have money to pay this expense if it had been permissible to pay it, which clearly indicates that the sum of money was allocated without regard to the memorandum of understanding and did not take that memorandum into consideration.

Claimant indicates that he has copies of letters and papers on in-service training which would substantiate the on-going problem of difficulty of taking vacation days in his former department. Unfortunately, the Court has not been furnished with any of these papers, and must find his claim unsubstantiated.

Wherefore, it is hereby ordered that this claim be, and hereby is, denied.

(No. 77-CC-2225—Claimants awarded $3,560.00.)

ALLEN J. ROBERTSON, RICHARD A. ROBERTSON and LENORE A. ROBERTSON, Claimants, *u.* THE STATE OF ILLINOIS, Respondent.

Opinion filed April 14,1983.

ROBERT W. SCHMIEDER, for Claimants.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—duty of State to maintain highways. State has duty to maintain streets and highways in reasonably safe condition and duty to the public to warn of a danger that exists which could not be discovered by the public.

SAME—*hole* in ***highway—accident—claim allowed.*** Award granted for damages sustained by Claimants when their automobile left highway to avoid hole, as evidence established Claimants were not contributorily negligent, that State workers had used improper methods to patch hole, and no warning signs or road blocks were installed to give driving public notice of existence of hazardous condition.

HOLDERMAN, J.

Claimants in this cause are Allen J. Robertson, Richard A. Robertson and Lenore A. Robertson. On September 18, 1977, Allen J. Robertson and his mother, Lenore A. Robertson, were involved in an accident on U.S. Route 66 (temporary Interstate 55) while driving north to Chicago. The accident took place 10 to 15 miles north of Pontiac, Illinois, near Odell, Illinois.

Allen J. Robertson was returning to school at Northwestern University. He, his mother, and another friend, Gary Willard, left the Belleville, Illinois, area at approximately 7:00 a.m. Allen J. Robertson was driving, his mother was seated in the front seat next to her son, and next to her was Garry Willard.

The car was in the right hand lane of a four-lane highway and was travelling at approximately 55 miles per hour. The driver suddenly noticed a large hole in the pavement and veered to his left to avoid the hole, which

he did. The car, however, skidded and in veering to the right, it left the roadway, hit a shoulder which sloped downward away from the highway, then left the shoulder and went into a ditch, striking a telephone pole.

The hole in question in the right hand lane of the highway was approximately eight inches deep, and **2 1/2** to **3** feet in diameter. There was evidence that an attempt had recently been made to patch this hole.

An employee of the State of Illinois, William Hoggins, who was in charge of highway maintenance on this portion of the highway, testified that this hole had been patched the previous Thursday, September **13.** He testified it had been raining that day and they had to drive some distance to obtain a hot mix. Throughout this whole section of road, the State of Illinois was engaged in a program of permanent patching. The maintenance worker testified that on September **13** he could not do a permanent patching job on this particular hole because of the rain and that he did not cut out the sides and make them straight. He further stated he used a hot mix on this date but that it was not recommended with moisture in the ground, but stated he felt he could get by with it. He admitted that when you do a temporary patching it will fail within a short period of time. He further stated he went back to check on it on Friday, because he knew that this type of patching would fail.

A Joseph Marek, who was in charge of field maintenance, stated that when you do temporary patching, you use a cold mix. He testified when you use a hot mix, you use a roller, and when you use a cold mix, you tamp it or run your truck over it. However, on this hole, they used a hot mix, but tamped it contrary to accepted practice. Marek further testified that with reference to the shoulder, it was **12** feet wide, but as one went away from the concrete highway toward the ditch, the shoulder

itself dropped approximately 1 1/2 feet. Marek acknowledged that a roller is a better method of compacting a hot mix as opposed to tamping it down. He also admitted that there was a problem with this section of the road prior to September 18. Marek further testified that despite the fact there were known maintenance problems, there were no warning signs advising of the condition of the road or warnings to reduce speed, and that this section of the highway was in very poor condition.

The evidence shows that the day after the accident, the hole was temporarily patched with a cold mix. No one apparently knew how long the hole had been in existence. There were apparently no warning signs of the sloping shoulder, no warning signs to reduce speed, and no warning signs indicating the condition of the shoulder or the road.

As a result of the accident, Allen Robertson sustained damages to his bicycle and rack, valued at $60.00, Lenore Robertson sustained a cut on the lid of her eye, a broken toe and a bruised knee, and her total expenses were: ambulance, $78.20; hospital, $115.40; lodging, $59.09, Dr. Hipskind, $35.00; towing, $55.00; storage, $9.00; and lost wages, *$555.00,* and Richard Robertson stated his 1970 Ford automobile was completely destroyed and was valued at $2,000.00.

Richard Robertson testified that he was informed by Joseph Marek that when the State learned of this accident, they closed off this lane of the highway.

This Court has previously held that the State has a duty to maintain its streets in a reasonably safe condition. This Court has also held that the State has a duty to the public to exercise reasonable care in establishing, maintaining, and supervising its parks and highways. (See ***Murray v. State,*** 24 Ill.Ct.Cl. 399.) The State also has a

duty to warn of a danger that exists which could not be discovered by the public. See ***Hansen v. State,*** **24** Ill. Ct. Cl. **102.**

There are several Court of Claims cases that have held the State to be guilty of negligence in maintaining highways, among the first being ***Hoffman v. State,*** *27* Ill. Ct. Cl. **111,** where a missing stop sign was the proximate cause of the accident.

In ***Kerns v. State of Illinois,*** **21** Ill. Ct. Cl. **443,** the State was held liable because it had actual constructive knowledge that the general area of the road was pock-marked with chuckholes. The same holding was made in ***Scudiero v. State,*** **26** Ill. Ct .Cl. 457. In *Sisco v.* ***State,*** (1963), **24** Ill. Ct. Cl. **306,** this Court held that the State was liable for damages caused by a pothole even though **the hole had been patched at least once. In this case, as** the present case, Claimant's car fell **into** a pothole on a State road.

It is apparent to this Court that the State of Illinois was negligent in several ways:

1. It used a hot patch, or a hot mix, on a rainy day, when it was not recommended;

2. In using a hot patch, it had no roller to obtain compaction when it knew or should have known that compaction would have prevented deterioration of roadway;

3. It failed to warn of the condition of this roadway, although it had knowledge that this was a very dangerous section of highway due to potholes. It **also** failed to warn motorists to reduce their speed, and in fact, allowed them to maintain travel at the maximum speed limit of 55 m.p.h.;

4. It failed to warn of the condition of the shoulder

of the road, and failed to inspect the highway, even though it knew that it had applied a hot mix in rainy weather, and that it was subject to deterioration. It also negligently and improperly applied the hot mix by not cutting off the sides of the hole to smooth it out, since smooth sides prevent further deterioration; and

5. It failed to block off the highway.

This Court has held on many occasions that before the Claimant can recover, he must show that he was free from contributory neghgence, that the State was guilty of negligence, and that Respondent's negligence was the proximate cause of the accident.

It is the opinion of this Court that Claimant was free from contributory negligence, that the State was guilty of contributory negligence, and that the State's negligence in failing to warn Claimant of the dangerous condition of the highway was the proximate cause of the accident.

Award is hereby entered in favor of Claimant, Allen J. Robertson in the amount of $60.00; Claimant, Richard A. Robertson in the amount of $2,000.00; and Claimant, Lenore A. Robertson in the amount of $1,500.00.

(No. 78-CC-0248—Claim denied.)

ERNEST T. REYNOLDS and THERESA REYNOLDS, Co-Administrators of the Estate of Aileen Reynolds, Claimants, *v.* THE STATE OF ILLINOIS, DEPARTMENT OF MENTAL HEALTH & DEVELOPMENTAL DISABILITIES, Respondent.

Opinion filed May 23, 1983.

RICHARD J. FRIEDMAN, SR., and EUGENE T. SHERMAN, for Claimants.

NEIL F. HARTIGAN, Attorney General **(FRANCIS** M. **DONOVAN,** Assistant Attorney General, of counsel), for Respondent.

HOSPITALS AND INSTITUTIONS—*duty* to mental patients. State is not insurer of safety of patients under its care through Department of Mental Health and Developmental Disabilities, but it owes patients duty of protection and must exercise reasonable care toward them according to their known conditions or the condition which through reasonable care ought to be known.

SAME—escaped mental patient—suicide—claim denied. Claim arising from suicide of escaped mental patient was denied as Claimant failed to establish that State, through Department of Mental Health and Developmental Disabilities, was negligent in looking after, guarding or caring for decedent who escaped and committed suicide by jumping in river, and therefore the claims hased on the theories of negligence and *res ipsa* loquitur were required to he denied.

POCH, J.

This claim, sounding in tort, seeks damages for the wrongful death of Claimant's intestate who committed suicide, and is based on the alleged negligence of Respondent. The Claimant seeks relief based on two theories of recovery. The first theory is a wrongful death count which alleged that the State had negligently failed to **look** after, guard **or** care for the decedent. Claimant further alleged that this negligence was the proximate cause of decedent's death by suicide. The second theory of recovery alleges ***res ipsa loquitur*** regarding the decedent's death.

The evidence shows that Aileen Reynolds was examined and admitted to the Illinois State Psychiatric Institute (ISPI) on July **3, 1976** at or around 5:00 a.m. This was a holiday weekend and the inpatient units were closed for the three-day period.

At the time of the admitting examination, Dr. Marta Banegis noted under the chief complaint section in her admission notes as follows:

Patient conscious, alert, not oriented to time, said it was March 7, 1976; oriented to place and person — constantly preaching the Bible; doesn't re-

spond in another way. Has not eaten for the past four (4) days, has not slept six (6) hours in four (4) days. Has been sleeping in different places — does not cooperate to permit interpretation. Poor judgment — denies hallncinations. Denies usage of drugs.

The doctor then made a provisional diagnosis of acute psychotic episode and described Aileen's prognosis as good.

Decedent was assigned to an unlocked and minimally staffed ward which was described by the nurse in charge, Nurse Grimes, as an open unit, a therapeutic environment, a unit that was the least restrictive as possible. Over the course of the 34 hours in which the decedent was present in the unit, decedent attempted to escape on several occasions. Finally, on July 4, 1976, decedent escaped from ISPI.

On the morning of July 6, 1976, decedent was observed to jump in the Chicago River, force her head under the water and drown.

The burden of proof is on the Claimant to warrant the imposition of liability and negligence against the hospital. The State, by the Department of Mental Health, owes its patients the duty of protection and must exercise reasonable care toward the patients as the patient's known condition may require including safeguarding of a patient from dangers due to mental incapacity when such mental incapacities are known or by the exercise of reasonable care ought to be known. The State is not, however, an insurer of the safety of the patients under the care of its Department of Mental Health. ***Estate of Gianos v. State*** (1975), 30 Ill.Ct.Cl. 373.

It is the opinion of this court, that the Claimant did not sustain its burden and has failed to prove a negligent act committed by the State in regard to the manner in which it looked after, guarded or cared for Aileen Reynolds. The Claimant further failed to prove a causative

factor between any alleged negligence and the subsequent death by suicide by Aileen Reynolds. (*Dimitrijevic* v. *Chicago .Wesley Memorial Hospital* (1968), 92 Ill.App. 2d 252, 236 N.E. 2d 309.) For the foregoing reasons, the Claimant's theory of recovery under negligence for the wrongful death of the decedent is denied.

Furthermore, the doctrine of ***res ipsa loquitur*** has no application to the factual basis of this case. Therefore, Claimant's second theory of recovery also fails.

For the above stated reasons, the claim must be and is hereby denied.

(No. 78-CC-0301—Claimants awarded $35,932.65.)

RICHARD WANLAND, as sole beneficiary of Devon Bank Trust No. 2734, and DEVON BANK, as Trustee under Trust No. 2734, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 12,1983.

ROBERT L. KIESLER, of **KIESLER & BERMAN,** for Claimants.

NEIL F. HARTIGAN, Attorney General **(FRANCIS M. DONOVAN,** Assistant Attorney General, of counsel), for Respondent.

LANDLORD AND TENANT—*delays by State—award granted* for rent *due.* Delays caused by State were cause of State's failure to take possession of premises which were rented for use by Department of Labor, and State was therefore liable for rent due froni time premises became available and acceptable to State until end of fiscal year for which appropriations had been made for rent, and intervening legal actions pertaining to property and the availability of property for use intended were irrelevant to State's liability for rent during period in question.

HOLDERMAN, J.

Claimant in this cause is alleging there is rent due from Respondent for the period of August 1, 1976, to September 1, 1978, at the rate of $5,958.33 per month, for property leased by the Department of Labor, Bureau of Employment Services at 6220 North California Avenue, Chicago, Illinois.

On April 13, 1976, the Devon Bank, Trustee under Trust No. 2734, executed a lease for property at 6220 North California Avenue, Chicago. Claimant is the beneficiary of that trust and it was agreed that he is the proper claimant. Respondent returned the lease, executed by the director of the Department of General Services, on June 14, 1976.

The property in question was leased to the Department of General Services for the use of the Department of Labor, Bureau of Employment Security. The lease itself did not state the intended use of the property but the negotiations revealed that the actual intended use was as an unemployment compensation office.

The leased premises included an existing building and a 3,000 square foot addition to be constructed by Claimant, and the lease required extensive remodeling to be done by Claimant, pursuant to specifications prepared by Levi Daniels, an architect employed by the Department of Labor.

Claimant, in April 1976, employed an architect to prepare plans and specifications for the remodeling, pursuant to the lease.

The lease provided for an August 1, 1976, occupancy date. However, due to Respondent's delay in returning the executed lease and specifications and due to Respondent's delays in making design decisions, the premises

were not ready for occupancy until November 1, 1976. Claimant notified Respondent by letter, dated August 10, 1976, that the delays of Respondent required a later occupancy date and, on October 17, 1976, Claimant notified Respondent that the premises would be ready on November 1, 1976. Respondent, however, did not take possession on November 1, 1976, but was still choosing colors and approving changes in the design through December 1976. Changes in the remodeling design took place as late as December 29, 1976, at which time the Department requested the installation of a coaxial cable and telephone equipment for the sum of $1,336.00 to be paid separately from the lease. This amount was agreed to in writing by the Respondent.

On December 6, 1976, Daniels was directed to relocate the offices of unemployment compensation to the subject premises. Other arrangements for possession were made by Respondent, and on January 6, 1977, Daniels was directed to relocate to the subject premises on January 14, 1977. Respondent, however, never did take possession of the premises, and on April 29, 1977, Respondent, by letter, cancelled the lease.

In 1976, subsequent to the execution of the lease, the Illinois General Assembly enacted Public Act 79-1267, effective July 1, 1976, a General Appropriation Bill for the Department of Labor appropriating sufficient monies to cover the rental payments for the fiscal year ending June 30, 1977, but adding the following provision:

"No funds appropriated in Section 3 of this Act may be expended for the opening and staffing of an unemployment insurance employment service or work incentive office if the office space or facility is located within 500 feet of a school in any city with a population of 1,000,000."

The leased premises were within 500 feet of a school. On August 18, 1976, a complaint for declaratory judgment and injunctive relief was filed in the circuit court of

Cook County against Devon Bank, lessor, Donald Johnson, director of the Department of Labor, Roland Burris, director of the Department of General Services, and George Lindberg, Comptroller of the State of Illinois.

On September 17, 1976, the circuit court of Cook County entered a preliminary injunction preliminarily enjoining the defendants from expending any funds, under Public Act 79-1267 for the leasing and operation of an unemployment insurance office at 6220 North California Avenue, Chicago, Illinois. On November 8, 1976, the supreme court of Illinois rendered a decision that the quoted condition to the expenditure of money was unconstitutional and the order of the circuit court was reversed. A petition for rehearing was granted by the court and the matter remained pending until October 5, 1977, when the supreme court sustained its earlier opinion and reversed the judgment of the circuit court.

On February 1, 1977, the city council of the city of Chicago enacted an ordinance declaring that offices and employment agencies were not a permitted use under B1-2 zoning. At the same time, the council reclassified the area containing the subject property from B4-2 to B1-2 zoning, making the Respondent's intended use illegal. Claimant filed suit against the city of Chicago in the circuit court of Cook County under Case No. 77-L-5744 and obtained an order from the court rendering the ordinance unenforceable against the parties to this lease. This order was not appealed by the city of Chicago.

On October 7, 1977, Claimant, by letter, informed the Respondent that all legal proceedings having been terminated, the premises were available for occupancy by respondent.

Public Law 79-1267 contained an appropriation of funds for the fiscal year ending June 30, 1977, but no

appropriation was made for the payment of the lease for the subject property for the fiscal year ending June 30, 1978.

Claimant, on June 26, 1978, entered into a lease with a third party wherein the lease term commenced on September 1, 1978.

The pertinent portions of the lease between Claimant and Respondent pertaining to payment are as follows:

1. RENT. Lessee covenants and agrees to pay the Lessor, as rent for the demised premises, the sum of five thousand nine hnndred fifty-eight 33/100 dollars ($5,958.33) per nionth . . . The rent shall be payable on the 1st day of every month commencing on the 1st day of August, 1976. Lessor understands and agrees that the continuation of this lease and all obligations and covenants hereunder, dnring the term, or any subsequent renewal or extension of this lease, shall be subject to passage of a suitable appropriation to the Agency by the General Assenibly of the State of Illinois and to lawful availability to the agency of sufficient funds for the payment of rent . . . Lessor understands and agrees that liability for the payment of the rentals or installments thereof are limited solely to funds received fronr the federal government . . .

2. POSSESSION. Lessee shall he entitled to possession on the first day of the term of this lease . . . Should Lessor he unable to give possession on said date, neither Lessee nor Agency shall be liable for rent, and rent shall be prorated from the date of occnpancy . . ."

The Court finds that Claimant performed the remodeling work as required by the lease and any and all delays in the remodeling were caused by the State. The premises were ready on November 1, 1976, but by further action of the State in making new construction requests, the premises were not available until the first part of January 1977. On January 6, 1977, Respondent indicated its satisfaction with the condition of the premises by directing the move into the premises.

It is, therefore, the opinion of this Court that Claimant did all that was required of him to do under the lease.

It is Respondent's contention that the preliminary injunction entered into on September 17, 1976, by the

circuit court of Cook County prevented occupancy of said premises by the State and that since the lessor could not give possession of the premises to the State, the State is relieved of the responsibility of rent until the injunction was lifted by the supreme court on October 5, 1977.

The circuit court injunction merely enjoined disbursing and expending funds "for the purpose of preparing, opening or operating an unemployment insurance office." The Department of Labor was not enjoined from using the premises for some other purpose. The lease did not mention the use as an unemployment insurance office, thus the preliminary injunction did not prevent occupancy, under the lease, by the Department. The injunction did not bar Claimant from leasing the premises to Respondent and therefore did not serve to absolve Respondent from liability under the lease. Since the supreme court voided the conditional appropriation language, the appropriation for the fiscal year ending June 30, 1977, was valid. The Court is of the opinion that Respondent is liable for the rent for the fiscal year ending June 30,1977.

Since the city of Chicago zoning ordinance changes were declared invalid by the circuit court of Cook County, its prohibitions do not influence the liability for rent in this case.

Rent was not payable, however, as of August 1, 1976, as contended by Claimant. It was contemplated by the parties that the rental would not commence until lessor had completed his work and until the premises were ready for occupancy. Claimant himself requested an extension of time and did not tender the premises complete until November 1, 1976. The State did not accept them until its directive of January 6, 1977.

Although the later date was the result of the State's delays, Claimant never insisted on its November 1, 1976,

date and acceded to the State's further requests for additional work.

It is the opinion of the Court that the liability for rent commenced on January 6, 1977, and extended through June 30, 1977, the end of the fiscal year for which monies had been appropriated. Based on the agreed rental of $5,958.33 per month, the total liability for rent for the fiscal year ending June 30, 1977, would be $34,596.65. In addition, there is due Claimant the sum of $1,336.00, being the extra for coaxial cable agreed to by the State.

As to the claim for rent starting July 1, 1977, the record shows there was no appropriation by the General Assembly for rent payments on the subject property for the fiscal year beginning July 1, 1977, and ending June 30, 1978; therefore there cannot be any liability on the part of Respondent for that period of time.

It is the opinion of this Court that the rental liability, as provided for in the lease, ended as of July 1, 1977. The letter of termination sent by Respondent on April 29, 1977, while not effective as of April 29, 1977, was effective as of June 30,1977.

An award is hereby made in favor of Claimant in the amount of $34,596.65 for rental and $1,336.00 for extra work, making a total award of $35,932.65.

(No. 78-CC-0409—Claimants awarded $4,970.09.)

COMMERCIAL UNION INSURANCE COMPANY, ARGONAUT INSURANCE COMPANY, and THE HOME INDEMNITY COMPANY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 11, 1983.

KENNEY, LERITZ & REINERT (BERNARD A. REINERT, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (WILLIAM WEBBER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*insurance* compuny *claimants—award* grunted. Based on the joint stipulation of the parties award was granted to insurance companies which had filed claim.

POCH, J.

This cause coming on to be heard on the joint stipulation of the parties and the Court being fully advised in the premises:

Finds, that although the Court is not bound by the stipulation of the parties, the Court does nevertheless lend great weight and credence to the parties' stipulations and encourages agreements which avoid unnecessary litigation when investigations by the parties themselves demonstrate to those parties the relative accuracy of the others' positions.

In reviewing the second amended complaint along with the letter of December 9, 1982, from the Illinois Department of Transportation and the letter of March 24, 1983, from the Claimants' counsel Mark A. Helfers as to the wisdom of this joint stipulation now before the Court.

It is therefore ordered, that the following awards be granted:

$3,060.00 to Commercial Union Insurance Company
$ 440.09 to Argonaut Insurance Company
$1,470.00 to Home Indemnity Company

(No. 78-CC-0694—Claim awarded $35,882.53.)

NORBERT RAYFORD, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 1, 1982

STANLEY K. STEWART, for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—*mitigation of damages must be shown.* Award for back salary will not he entered unless Claimant proves attempt to find other employment in mitigation of damages.

SAME—*business expenses considered in determining mitigution umount.* In determining mitigation amount when suspended or discharged employer finds other employment, Court of Claims will consider bnsiness expenses, properly accounted for, as applied to business income, and determination of those expenses by tax accounting in accord with Federal income tax laws is an acceptable method.

SAME—mitigution of damages includes duty to minimize expenses. Duty to mitigate damages due to wrongful discharge from employment allows consideration of all properly accounted for business expenses in determining mitigation amount, hut necessary corollary is that Claimant also has duty to minimize those same business expenses.

SAME—*business expenses in excess of 50% of earnings disallowed in determining mitigution umount.* Where Claimant was wrongfully discharged and attempted to mitigate damages by seeking other employment through private law practice, the Court of Claims disallowed certain business expenses in determining the mitigation amount, as bnsiness expenses in excess of 50% of earnings generated by those expenses were deemed unreasonable.

ROE, C.J.

This matter comes before the Court on a complaint filed by the Claimant for back salary allegedly due him as a result of a wrongful discharge from employment. The claim seeks wages lost from March 5, 1973, through June 30, 1977.

At the time of his discharge, Claimant was a Technical Advisor V with the Department of Personnel. On approximately May 20, 1977, the Civil Service Commission of the State of Illinois, ruled that Claimant's dis-

charge from his position was improper and illegal and ordered the Department of Personnel to reinstate Claimant in his position.

Because of ambiguities in the Civil Service Commission's order, in June 1977, Claimant with a co-complainant, one James F. Shimeall, filed an administrative review action in the circuit court of Sangamon County, Illinois. In October 1977, Claimant and the defendants in the administrative review action, namely, the Civil Service Commission and the Department of Personnel, settled the administrative review action. The written settlement agreement filed in the case provided in part as follows:

> "3. Mr. Shimeall and Mr. Rayford ate entitled to frill back salary and benefits for the period from March 5, 1973, to the effective dates of Mr. Shimeall's transfer and Mr. Rayford's resignation, subject to mitigation for earnings received from other employment and to other rules and requirements of the Court of Claims of the State of Illinois."[1]

It is undisputed that the gross earnings which Claimant would have received for the period in question was $93,976.98. The only issue before this Court concerns the question of mitigation of damages by the Claimant—whether or to what extent the Claimant properly and reasonably mitigated his damages during his period of wrongful discharge.

When the Claimant was discharged, he moved to Louisiana where he obtained a teaching position as an assistant professor of law at Southern Louisiana University Law School. He continued to work in that capacity through the end of the school year in May 1975, when due to University accreditation problems, he resigned as an assistant professor and thereafter devoted his entire time to the private practice of law.

During the years 1973-1975, Claimant reported earnings from his position with the University of $35,058.29. Were this all, there should be no question. As we have

indicated, it is stipulated that the gross earnings Claimant would have received was **$93,976.98,** and as mitigation earnings through May of **1975,** Claimant would have shown **$35,058.29.** Questions of mitigation in this Court, however, are rarely that easy.

It seems that in **1973,** in addition to his position as assistant professor, Claimant also began his own private law practice. It is this private practice, with Claimant's annual earnings and expenses reported therefrom, that causes the difficulty here.

A quick look at his reported earnings and expenses as a private practitioner reveals the following somewhat dismal financial record and highlights the problem between Claimant and Respondent:

	Earnings from Private Practice	*Expenses of Private Practice*
1973	$ 1,51500	$ 6,739 36
1974	8,663.50	27,383.65
1975	6,656.60	27,390.99
1976	12,953.52	27,723.88
1977	16,283.71	27,773.83

Claimant argues that total expenses in any tax year must be offset against any income in that year and that, therefore, in the years **1974-1977**[2], Claimant's income would result in zero earnings for mitigation purposes. Succinctly stated, Claimant's position is that **(1)** this Court should not go behind the tax returns as filed by Claimant and presumably accepted by the Internal Revenue Service, to determine what a proper expense may be; and **(2)** this Court has always considered both losses as well as profits in reaching a proper mitigation figure. In principle, we agree; however, Respondent presents three arguments that we must address.

Respondent first argues that Claimant has breached his duty to mitigate damages by intentionally operating a private law practice at an extravagant loss. We do not wish to burden the record with an itemization of the var-

ious expenses incurred by Claimant during the years in question. We believe it is sufficient to say that at least on first blush, many of his expenses (which consistently were more than double his income) seem excessive, if perhaps, not foolish.

We agree with Respondent that Claimant must demonstrate that he did all in his power to mitigate damages. This Court has said in ***Otto v. State,*** **24** Ill. Ct. Cl. **72, 75-76:**

"We are not going to enter an award for salaries unless claimants have proven that they attempted to find other employment, and, if there is no showing to that effect, there will be no award made for that period of tinie. We will only consider their salary and earnings from other employment from the date that they started to seek employment and were gainfully employed, and we do not believe that one can sit idly by and draw a salary without attempting to seek employment in mitigation of damages."

And in ***Stephanites v. State,*** **24** Ill.Ct.Cl. **340, 342:**

". . . it is well established that it is the duty of all suspended statr employees to mitigate damages incurred through loss of salary due to suspension and discharge, and to do all in their power to seek, find, and accept other employment during the period following discharge.

Claimant must prove that he did all in his power to mitigate his damages by seeking employment. If he does not so prove, it is the function of this Court to determine the reasonable amount whereby an award should be mitigated."

And we agree that the State should not have to subsidize bad business judgment. However, we have neither the authority nor the wisdom' to demand success of every Claimant who may attempt a private enterprise. Certainly in the instant case, we believe Claimant attempted, albeit unsuccessfully, to mitigate his damages, and we cannot hold that he entirely breached his duty to do **so.**

Respondent also argues that Claimant cannot use business losses from his Federal income tax return to reduce the mitigation earnings. We do not agree. This would mean that we must reject any and all business expenses as a means of determining a proper mitigation

amount; and that, we have consistently refused to do. We believe that all business expenses, properly accounted for as applied against business income, are properly considered in determining a mitigation amount. We will not make an inquiry into the propriety of each and every item of expense, nor will we prescribe accounting principles to be followed in this Court. A determination of expenses by tax accounting in accordance with the Federal income tax laws is an acceptable method.

Finally, the Respondent argues that the Claimant's duty to mitigate damages incorporates a duty to minimize expenditures. We agree. While this Court has not specifically ruled on the issue of what constitutes a reasonable business expense to be reduced from gross mitigated earnings where the Claimant has his own business we said in ***Stephanites, supra,*** at **342:**

> "If **he does not so prove (he has mitigated), it is the function of this court to determine the reasonable amount whereby an award should be mitigated."**

In an attempt to help this Court arrive at a reasonable figure to deduct from Claimant's gross mitigated earnings, Respondent compares in great detail the similar situation of James Shimeall, ***supra,*** Claimant's co-complainant. Although the comparison offers much insight, we believe that there are enough distinguishing factors as to make unfair any precise analogy on which we ought to base our decision.

This case does appear before us on first impression on the narrowly analyzed question of what constitutes reasonable business expenses for determining proper mitigation earnings where a Claimant has his own business. We believe, without more, that we are empowered to arrive at a reasonable figure. As we have stated, we believe that all business expenses properly accounted for may be considered in determining a mitigation amount. A necessary corollary to this is that the duty to mitigate

includes a duty to minimize those same business expenses.

Accordingly, we find that business expenses in excess of **50%** of earnings generated by those expenses are not reasonable and will therefore be disallowed.

The undisputed gross earnings which Claimant was entitled to was **$93,976.98.** This must be mitigated by **$35,058.29** (the amount Claimant earned as a law professor) as well as **$23,036.16** which reflects his law practice earnings less **50%** which leave a balance of **$35,882.53.**

[1]See ***Shimeall v. State*** (1978), 32 Ill.Ct.Cl. 760, for a more complete review of the settlement agreement.

[2]In 1973, Claimant earned $9,914.29 from the University and $1,515.00 from his private practice. **He** claims his expenses **from** private practice **of $6,739.36** should be offset against total annual income to provide a total net mitigation earning of $4,690.00.

(No. 78-CC-1283—Claim denied.)

CHARLES A. BALEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed October 14, 1982.

THOMAS F. HOWARD, SR., for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

ESTOPPEL—estoppel not applicable to actions in governmental capacity. Estoppel may be available under circumstances when State is acting in proprietary capacity, but rarely, if ever, when State is acting in governmental capacity.

STATE EMPLOYEES BACK SALARY CLAIMS—unused compensatory time—claim denied. Record established that Claimant knew or should have known that policy **of** Illinois Bureau of Investigation with regard to special agents and compensatory time was that unused compensatory time would **be** forfeited upon resignation, and Court **of** Claims held that Claimant was aware of that

policy and his claim for **salary due him** for **such time upon his resignation was denied.**

HOLDERMAN, J.

Claimant is a former special agent for the Illinois Bureau of Investigation and was **so** employed from September **30, 1974,** through November **1977.** This claim is for overtime pay alleged to be due him.

For the first few months of the above period, Claimant was enrolled at the Illinois State Police Academy receiving training for this position, and in January **1975** he was hired by the IBI as a special agent until he resigned on October **31, 1977.**

During pre-appointment interviews, and while at the training academy, Claimant was advised that the position of special agent required an unusual amount of overtime and that the position was not simply an eight-hour per day job. He was also advised that overtime work would not be paid for in cash but that he could take compensatory time off for such overtime up to four days per month. Claimant, with knowledge of these conditions, indicated his readiness to work whatever extra hours were necessary in the job and did in fact work considerable extra hours during his employment without objection.

Claimant's supervisors expected overtime work although the amount was largely within the discretion of each agent and the Claimant's decisions as to the amount of overtime was never questioned by his supervisors.

All of Claimant's requests for compensatory time for overtime work were accepted and granted by the supervisors although it was known by all that no more than four days per month of compensatory time off would be allowed.

Claimant worked 1,432.5 overtime hours, during his period of employment, and having taken 332 compensatory hours of time off, he left the job with 1,100.5 hours of unused accumulated compensatory time. The IBI policy at the time Claimant resigned provided that all unused compensatory time would be forfeited upon resignation.

Claimant's notice of resignation set forth a claim for a lump sum payment for unused vacation time but contained no request for a cash payment for his unused compensatory time. Approximately 10 months after his resignation, Claimant made the claim involved in this case.

The issue in this case is whether there are any rules of the Department of Personnel which provide for payment in cash of unused compensatory time and if not, whether there was any contractual arrangement which would require Respondent to pay cash for unused compensatory time.

There are two Department of Personnel rules in question. Rule **3-320,** effective on June **1,** 1975, and which remained in effect throughout Claimant's employment with the **IBI,** is as follows:

"3-320 OVERTIME: For those positions approved by the Director and designated on lists maintained by the Director, authorized work in excess of an approved work schedule shall he overtime. Such work may he compensated for in cash or compensatory time as determined by the agency provided such designation is in accordance with the Fair Labor Standards Act, as amended. Ovrrtimc work shall he distributed as equitably as possible among qualified employees competent **to** perform the services required, when overtime is required, and employees shall he given as much advance notice as possible. Except where required by law, time spent in travel shall not he considered overtime.

Compensatory time, if any is earned hereunder, shall he scheduled at the convenience of the agency after consideration of the employee's preference, but within the fiscal year during which such time was earned. If such compensatory time is not liquidated within the fiscal year during which earned, it shall be liquidated **in** cash at the end of the fiscal pear."

A thorough reading of this rule grants cash compensation for overtime only to such employees who hold positions designated on lists maintained by the director. According to the evidence in this case (Claimant's exhibits Nos. 6 and 7), the position of special agent was never listed among position titles eligible for cash payment for overtime. Actually, there is no authorization in Rule 3-320 for even compensatory time for overtime hours and the evidence in the case was that compensatory time was granted without official sanction of the Department of Personnel and, in fact, was against the rules and regulations of the Department of Personnel.

Rule **3-340** was in effect from November **1, 1972,** to June **1, 1975,** covering the first four months of the disputed period. Rule **3-340** states as follows:

"3-340 OVERTIME: Authorized work in excess of an approved work schedule shall he overtime. Such work may he compensated for in cash or compensatory time as detrrniined by the Director. Overtime work shall he distributed as equitably as possible among employees competent to perform the services required, and they shall he given as much advance notice as possible. Time spent in travel shall not he considered overtime.

Compensatory time shall he scheduled at the convenience of the employing agency, after consideration of the employee's preference, but within the fiscal year during which the related overtime was worked. If such compensatory tiine is not liquidated within the fiscal year during which it has been earned, said time must be liquidated in cash at the end of the fiscal year.

The Director shall maintain lists of those positions which are exempt from the payment of overtime in any form.

This rule shall he subject to such modification as may he necessary to comply with such provisions of Public Law 89-601 as map be applicable to positions in tlic State service. (as revised September 22, 1970)."

This rule is similar to Rule **3-320** except that it mandates cash liquidation of overtime for **all** positions ***except*** those on lists maintained by the director. Thus, in Rule **3-320,** the director must maintain lists of those positions which are ***eligible*** for cash overtime and rule **3-340** requires that the director maintain lists of those positions which are ***ineligible*** for cash overtime.

The lists maintained by the director (Claimant's exhibits Nos. 6 and 7) were lists of those job titles eligible for cash overtime but also contained the words "all other job titles are not eligible for overtime."

Since Claimant's job title is not on the list of those eligible, it is clearly, therefore, listed as ineligible by virtue of the above wording.

It is the opinion of the Court that Claimant's job was not on the list of those eligible for additional payment whether by cash payment or otherwise and Claimant is therefore ineligible to recover the amount he seeks.

Claimant relied upon the case of *McDougall v.* ***State,*** 30 Ill.Ct.Cl. 629. In that case, the Claimants were employees of the Department of Law Enforcement as crime scene technicians and were seeking payment for overtime. This Court held that under Rule **3-340** in effect at the time, Claimants were entitled to cash liquidation of uncompensated overtime work. That rule is not the same as the rule in effect at the time of Claimant's employment. At the present time, the director **is** required to set out specifically which job titles are eligible for cash and which job titles are not eligible for cash and, as has been previously noted, the job title of special agent was never listed as eligible.

Nor has Claimant proved any contractual agreement requiring cash liquidation of overtime hours not otherwise compensated for. In fact, the evidence was to the contrary. The necessity for overtime was made a condition of employment. The restriction that compensatory time would be limited to only four days per month was also made known to Claimant. He admitted that he was told that overtime work would not be paid for in cash. There is a notable lack of evidence of any agreement whatsoever, both prior to Claimant's beginning of em-

ployment and after commencement of his employment that uncompensated overtime would be paid for in cash. Claimant admitted that he had no expectation of any cash payment for overtime. In addition, the IBI had a written policy denying overtime pay, which written policy was encompassed by an IBI general order (Claimant's exhibit No. **3),** which exhibit stated: "Personnel will forfeit regular days off and compensatory time not taken before the date of separation."

Claimant has, therefore, not proved any contractual right to cash payment for overtime hours.

Claimant further contends that the State should be estopped from defending this claim on the issue of liability in view of right and justice and cites ***Hickey*** *v. Zllinois* ***Central*** *Rairoad* (1966), **35** Ill.2d 427, 220 N.E.2d **415,** as establishing that the doctrine of estoppel may be applied to actions of the State. The ***Hickey*** case states that in ordinary situations, estoppel does not apply to the State and that while estoppel may be available under certain circumstances against the State when the State is acting in a proprietary capacity, it is rarely, if ever, applied against the State in its governmental capacity. The State's actions in this case demonstrate in the operation of the Department of Law Enforcement, a governmental capacity.

The Court believes that the Claimant knew, or should have known, of the IBI written policy with regard to forfeiture of unused compensatory time upon separation from State employment. It is the Court opinion that the Claimant, at the time of his acceptance of the position he held, was aware of all of the conditions set forth by Respondent.

It is, therefore, the opinion of this Court that Claimant's claim should be denied. This cause is dismissed.

(No. 78-CC-1331—Claim denied.)

ANNE RICHARDSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 23, 1983.

GENDE & MESICH (JAMES J. MESICH, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*automobile* accident—hole *off* roadway not proximate cause—claim denied. Regardless of whether State was negligent in allowing alleged hole to exist along side of highway, claim for injuries arising from automobile accident in which car left road and struck hole was denied, since evidence showed that Claimant's vehicle failed to negotiate curve while travelling at high rate of speed, left highway and overturned, but there was no proof to sustain Claimant's burden that alleged hole proximately caused accident or her injuries.

ROE, C.J.

This is a claim brought by Anne Richardson against the State of Illinois for damages flowing from an automobile accident which occurred on September **6,** 1977, and which resulted in her personal injuries. The accident occurred during the late evening hours on Illinois Rt. **17** when the vehicle in which Claimant was a passenger left the highway after failing to negotiate a curve located approximately one mile north of the city of New Boston. After leaving the highway, the vehicle traveled onto a rest area of roadside tables and overturned several times. From the pleadings, it appears that Claimant's position is that the vehicle was caused to overturn when it struck a hole located several feet off the roadway. This hole, according to Claimant, existed as a result of the State's negligence. The trial of this matter was held on May 27, **1982.** Each party has filed a brief, and the matter now comes on for the Court's decision.

The evidence adduced at the hearing showed that

prior to the accident, Claimant, along with her brother, William Richardson, and JoJo Morrissey, had spent time at a tavern in Moline, Illinois. After leaving the tavern, the trio, with William Richardson driving, proceeded west on Rt. 17 in the direction of New Boston. The curve in question is located approximately one mile north of New Boston.

It was not demonstrated exactly why the Richardson vehicle failed to negotiate the curve, although the investigating officer testified that in his opinion, based on his personal observations of the scene, the vehicle was travelling at a high rate of speed. In addition, there was evidence of alcohol consumption by the occupants of the vehicle. Furthermore, it was conceded by Claimant's attorney that William Richardson was guilty of negligence. There has been no allegation that the highway itself was defective in any way. As indicated, it is Claimant's position that the State was negligent by allowing the existence of a hole several feet off the roadway. It is contended that the Richardson vehicle struck this hole after leaving the highway, causing the car to overturn and thereby causing Claimant's injuries.

As is true in all cases of this type, Claimant's burden is to prove by a preponderance of the evidence that the State breached its duty of reasonable care and that the negligence flowing from the breach proximately caused the Claimant's injuries. *Brockman v. State* (1975), 31 Ill. Ct. Cl. 53.

The parties devote considerable time to the question of whether or not a hole or depression existed off the roadway and if it did, whether it gave rise to negligence by the State. It is not necessary to discuss these issues however, for even assuming the hole's existence and thereby the State's negligence, it is clear that there has been no showing that the hole and the State's negligence,

if any, was the proximate cause of either the accident or Claimant's injuries.

It is clear that the alleged hole played no role in the vehicle leaving the highway in the first place.

The only occurrence witness who testified was Claimant and she remembered nothing of the accident. For reasons unknown, the other two occurrence witnesses, William Richardson and JoJo Morrissey did not testify. Unfortunately, therefore, there was no direct testimony tending to show any role the alleged hole may have played regarding the overturning of the car after it left the highway.

One of the Claimant's witnesses, New Boston fire chief, Clair Riley, testified that after he arrived on the accident scene, he observed tire tracks from the vehicle extending from the roadway into the rest area and across the area where the alleged hole was. The hole was apparently left from the prior removal of a tree stump. The investigating officer, deputy David Thompson, referred to the hole as "just a slight recession in the soil."

Fire chief Riley's testimony regarding the tracks, for all practical purposes, was the only evidence offered by Claimant tending to show that the alleged hole may have been the cause of the car overturning. That evidence cannot sustain Claimant's burden of proof. At best, it only gives rise to speculation.

In her brief, Claimant' states that "obviously the overturning of the car caused the Claimant's injuries." That statement may be true, but it proves nothing. Claimant's theory that the alleged hole caused the car to overturn is purely speculation and not supported by sufficient proof.

In summary, the evidence only shows that Claimant's vehicle failed to negotiate a curve, it left the roadway,

overturned and Claimant was injured. There was evidence of alcohol use by the occupants of the car, and there was evidence that the car was travelling at a high rate of speed. There simply was no proof sufficient to sustain Claimant's burden that the alleged hole either caused the accident or Claimant's injuries.

This claim is hereby denied.

(No. **78-CC-1474—Claimant awarded $65,935.00.)**

WAYNE L. APPLETON, D.V.M., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order on motion to dismiss filed Morch 14, 1979.

Order on denial* of *rehearing filed July 15, 1981.

Order vacating dismissal filed December 17, 1981.

Opinion* filed *March 7, 1983.

JOHN K. SURMAN, for Claimant.

NEIL F. HARTIGAN, Attorney General **(WILLIAM E. WEBBER,** Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*wrongful discharge—mitigation* of *damages proven—claim allowed.* **Record clearly established that Claimant met requirements necessary to mitigate damages resulting from wrongful discharge and was unsuccessful in securing gainful employment, and award was granted for period of time between discharge and reinstatement.**

ORDER ON MOTION TO DISMISS

POLOF, C.J.

This cause coming on to be heard on the motion of Respondent to dismiss, on the ground that the complaint herein fails to meet the requirements of Rule **5A** of the Court of Claims;

And Claimant not having responded thereto;

And the Court being fully advised in the premises;

It is hereby ordered that Respondent's motion to dismiss the complaint be, and hereby is granted, without prejudice.

ORDER ON DENIAL OF REHEARING

POCH, J.

This cause coming on to be heard upon the motion of the Claimant for a rehearing and oral argument on Respondent's motion to dismiss.

The Court having heard oral argument in this matter, petition for rehearing is denied and this cause is dismissed.

ORDER VACATING DISMISSAL

HOLDERMAN, J.

The complaint herein was for services furnished which were not paid after Claimant was wrongfully discharged. The Civil Service Commission rendered its decision holding wrongful discharge. On administrative review this decision was affirmed. Thereafter, the director of the department of personnel reversed the layoff of Claimant. Following this, Claimant was reimbursed the sum of $12,216 for salary and benefits for fiscal 1977, but was not reimbursed for the time of September 30, 1973, thru June **30,** 1976, because of lapsed appropriations. The Department of Agriculture in a memorandum dated November 8, 1978, set forth the lapsed salary, contributions to retirement system and Social Security system. A copy of the memo is attached to Claimant's motion to vacate filed October 21, 1981.

From the record before us we find no issue by the State denying the wrongful discharge. There remains,

however, the question of mitigation by earnings of Claimant.

After reviewing the entire record, we find that this case should be determined by assigning it for hearing to determine the following issues of fact:

1. Total gross pay due Claimant for period up to July 1, 1976, from September 30, 1973 (the date of wrongful discharge).

2. The amount, if any, that Claimant otherwise earned during said period in mitigation or offset against the total gross he would have earned.

Case reinstated and assigned for hearing on above issues.

OPINION

HOLDERMAN, J.

Claimant, Wayne L. Appleton, a doctor of veterinary medicine, was discharged from his position as chief veterinarian, meat and poultry inspection, Illinois Department of Agriculture, on October 1, 1973.

Claimant commenced legal proceedings in an attempt to be reinstated to his position. He was successful before the Civil Service Commission, the circuit court, the appellate court, and the department of personnel, each agency and court declaring that his termination by Respondent was wrongful and each of them ordering him reinstated to his position.

Claimant finally returned to work on July 1, 1977, and at that time he received back pay for the fiscal year 1977, covering July 1, 1976, through June 30, 1977. He is now seeking to recover for lost wages during the period of October 1, 1973, through June 30, 1976, in the amount of $65,935.00. In addition, Claimant seeks lost contribu-

tions to the Illinois Retirement System and to Social Security.

The evidence is undisputed that the amount of $65,935.00 was the amount of wages lost by Claimant and that there were no contributions made to the Illinois Retirement System or to Social Security during the period in question. The State does not contest the amount of damages.

The only question before the Court is whether or not Claimant made proper attempts to mitigate his damages during the period in question. The evidence is uncontroverted by the State that Claimant made several attempts to find suitable employment but was unsuccessful. At one time Claimant had been in private practice but at the time he entered the employ of the State, he sold his interest in his private practice to a colleague. In addition to selling his interest, he entered into an agreement not to return to the area where he formerly practiced to seek the return of his former patients.

The commissioner, in his report, referred to the Claimant's age and his physical condition as being a handicap in his attempt to return to private practice as a veterinarian. The evidence indicates that Claimant's practice dealt with large animals and he was not acquainted with the methods of treating small animals and therefore was not qualified to practice veterinary services on small animals.

The record shows that during the period Claimant was off work as a result of his discharge by Respondent, he operated a farm. The evidence clearly shows this was not a successful operation and that Claimant consistently lost money in farming.

The record further shows that Claimant did make a substantial effort to seek gainful employment to mitigate

his damages.

In *Sullivan v. State,* 26 Ill.Ct.Cl. 117, the Court laid down the rule that where a Civil Service employee is illegally prevented from performing his duties, he must mitigate his damages, citing several Illinois cases.

It is the Court's opinion that Claimant, in this instance, did meet the requirements necessary to mitigate his damages and was unsuccessful in securing gainful employment. It appears that much of the time that elapsed between the discharge and the time of reinstatement was prolonged by the State in appealing the decisions of the various agencies through which Claimant was attempting to be reinstated.

An award is hereby made in favor of Claimant in the amount of **$65,935.00,** plus appropriate additions for the Illinois Retirement System and Social Security.

(No. 78-CC-2136—$40,000.00.)

ARTHUR YOUNG & COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 4, 1983.

WINSTON & STRAWN (DANIEL F. WEIL, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General **(WILLIAM** R. **WALLIN**, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*contract* ***to implement computerized tax system—claim*** *allowed.* **Based on the joint stipulation of the parties award was granted** for **contract work with regard to implementation** of **computerized tax system,** as

stipulation was reasonable settlement of dispute between parties as to amount due Claimant, and Conrt encourages settlements when interests of justice support that type of resolution.

ROE, C.J.

This matter is before the Court on a joint stipulation as to facts and to our granting of an award. In pertinent part the stipulation reads as follows:

1. On October 29, 1976, Claimant contracted with the Illinois Bureau of Employment Security (IBES) to perform work on a project to analyze, convert and implement a computerized tax system for the contributions section of IBES' Division of Unemployment Insurance. The project was based upon the conversion of a similar computerized tax system in Louisiana. The original agreement between Claimant and IBES was approved by the Department of Finance (subsequently the Department of Administrative Services).

2. Pursuant to the terms of the original agreement, three supplemental agreements were executed between Claimant and IBES requiring Claimant to perform additional work. The supplemental work was required at least in part by the failure of Millicent Systems, Inc., another contractor, to perform its related contract in a proper and timely manner and by the decision of IBES to change the nature of the project from the conversion of the Louisiana system to the design of an entirely new tax accounting system.

3. All work performed by Claimant pursuant to the original and supplemental agreements was performed at the request of IBES; was performed to the satisfaction of IBES; and did not exceed the amount appropriated for the project.

4. A dispute has arisen between Claimant and Respondent with respect to the amount due Claimant for

work performed under the supplemental agreements. Partial discovery has been completed and partial evidence has been submitted.

5. There are no disputed questions of fact.

6. After extensive discussions between Claimant and Respondent, the parties, in the interests of justice and to avoid protracted litigation, agree to settle Arthur Young's claim of $51,309.00 for $40,000.00.

7. The evidence submitted at the hearings on this matter support this settlement.

o o o

9. Based on the foregoing, Respondent agrees to the entry of an award for Claimant in the amount of **$40,000.00.**

The stipulation was then signed by counsel representing both parties.

This Court is, of course, not bound by such stipulations, but we do not reject them out of hand, and do in fact encourage settlements where the facts and interests of justice support this type of resolution. After reviewing the record in this case we do accept the stipulation and find in the Claimant's favor for the amount agreed upon.

Accordingly, it is hereby ordered that Claimant be, and hereby is, awarded the sum of **$40,000.00** (forty thousand dollars and no cents) in full satisfaction of this claim.

(No. 79-CC-0114—Claimants awarded $50,939.73.)

EDWIN J. ADE and CASSEN TRANSPORT COMPANY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 26, 1983.

NORTON, BONIFIELD & ASSOCIATES, for Claimants.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE— burden *of proof* on *Claimant*. In order to recover in negligence action, Claimant must prove by preponderance of evidence that State was negligent, that negligence was proximate cause of injury and that Claimant was in exercise of due care for his own safety and free from contributory negligence.

PERSONAL INJURY—*traffic accident—State truck swerved into Claimant's lane—claim* allowed. Award was granted to Claimant-truck driver and his employer for injuries sustained in accident which occurred when State truck swerved unexpectedly into Claimant's lane of traffic, nearly forcing Claimant's truck off river bridge, as evidence clearly showed that accident was caused by negligence of State and that there was no contributory negligence on part of Claimant, notwithstanding State's contention he was speeding.

HOLDERMAN, J.

This claim arises as a result of a motor vehicle accident which occurred on October 25, 1978, at approximately 4:00 p.m. on the Interstate 55-70 bridge across the Mississippi River between St. Louis, Missouri, and East St. Louis, Illinois.

Claimant, Edwin J. Ade, was driving an auto transport truck for his employer, Cassen Transport Company, when it collided with a State of Illinois emergency traffic patrol truck being driven by Jimmy Simons. Both drivers were in the course of their employment at the time of the accident.

Claimant had just loaded his truck with five cars and a van at his terminal in Fenton, Missouri, and was en route to Wisconsin. He was driving east across the bridge. There were four eastbound lanes on the bridge

and his vehicle was in the second lane from the left at the time of the accident. Respondent's truck was also traveling east on the bridge and was in the first lane on the left.

The road in this particular area consists of four eastbound lanes, two carrying traffic north on I 55-70 and two carrying traffic off the interstate onto local roads. It was Claimant's intention to continue north on the interstate highway. Upon entering this area, Claimant pulled into the second lane from the left which was the lane he was occupying at the time of the accident. The truck being driven by Simons was also traveling east on the bridge and was in the first lane from the left. The traffic in Claimant's lane was clear in front of him for several hundred feet. According to his testimony, Claimant was driving at about 30 to 40 miles per hour. The traffic in the first lane, which was to claimant's left, was heavier and was moving slower. The truck being driven by Simons was ahead of Claimant. When Claimant pulled next to the truck, Simons' truck swerved to the right into Claimant's lane of traffic, striking Claimant's truck, and causing him to swerve to the right. With considerable difficulty, Claimant was able to bring his truck under control.

It must be noted that Claimant's truck never left its proper lane of traffic and the only deviation was when the Respondent, without warning, swerved his truck into the truck being driven by Claimant, colliding with Claimant's truck.

Claimant's truck suffered some body damage, a blown tire and damage to the steering mechanism. The front bumper was torn off the State truck and there was damage to the radiator and the body of the truck.

A second Illinois emergency truck was following not

far behind the truck that caused the accident. The driver of the second truck saw the truck being driven by Simons suddenly swerve to the right about two feet into Claimant's lane of traffic, causing the accident.

Simons, the driver of the truck that caused the accident, testified he was driving on the bridge in the left lane of traffic, and he applied his brakes when the traffic ahead of him slowed, and this braking pulled his truck to the right and into Claimant's vehicle.

Respondent is not disputing the negligence of its employee but contends that the evidence shows Claimant was speeding and therefore guilty of contributory negligence. There is not one scintilla of evidence that would indicate that speeding had anything to do with the accident in question. The entire record points to the fact that if the Respondent's truck had remained in its proper lane, this accident would not have occurred.

Claimant, who had been a truck driver for a number of years with the same company and had served in the United States Navy, testified he had considerable difficulty getting his truck under control after the accident happened. He also testified that he thought he was going to go off the bridge and into the river and it was only with considerable physical exertion on his part that he was able to get the truck back into its proper lane. In view of the fact the left front tire of the truck was deflated by the accident, it is easy to understand why there would be considerable difficulty in steering the vehicle.

Several years prior to this accident, Claimant had some problems with his back but they were apparently cleared up, according to his testimony and that of the doctor who took care of him. The evidence disclosed that he had not taken any treatments or had any com-

plaints for a considerable period of time prior to this accident.

The truck driven by Claimant was taken back to the company's headquarters after the accident and some repair work was done on it. The next time Claimant took this truck out, he attempted to drive it and had difficulty controlling the steering, and it was taken back for further repairs. This happened on two occasions and is rather indicative of the force with which it was struck by Respondent's truck and the damage it sustained.

Claimant complained of injuries to his back and continuing dreams of going off the bridge and into the river. He was given medical treatment and an examination revealed he was having muscle spasms, his back was exceedingly tender, and any 'lifting or hard work aggravated the injury.

Claimant was off work for approximately 44 weeks, was hospitalized on several occasions, was placed in traction, given physical therapy, sedatives, and various other kinds of treatment. Claimant testified he consulted a psychiatrist for his continuing dreams of going off the bridge. The accident and subsequent problems evidently affected Claimant's personality because he and his wife encountered considerable marital difficulties which finally resulted in divorce. His treating psychiatrist testified that it was his opinion that the irritation and aggravation of the pain in his back, together with his enforced idleness, was the reasonable result of the accident in question.

This Court has held that before a Claimant can recover in cases of this sort, he has the burden of proof and that Claimant must prove by a preponderance of the evidence that (1)Respondent was negligent; (2) that such negligence proximately caused the injuries; and (3) that

Claimant was in the exercise of due care for his own safety and therefore free from contributory negligence.

Respondent relies solely on the issue of speeding and yet there is not any evidence of any kind or character that would indicate speeding had anything to do with this particular accident. The accident was caused by the negligence of Respondent in swerving into the traffic lane in which Claimant's truck was being driven. It is therefore clear there was not any contributory negligence on the part of Claimant. See *Schaav v. State* **26** Ill.Ct.Cl. **344;** also ***Testa v. Kaluzny Brothers, Znc.*** (1974), **23** Ill. App. 3d, **841.**

The record indicates that Claimant was hospitalized several times in the St. Louis area and received various medical, psychiatric and chiropractic treatments. His total hospital bills are in the amount of $5,338.40; his doctors' bills are **$3,411.75;** total expenses for ambulance, lab tests and medicines are **$319.05;** his estimate of transportation costs are **$489.52;** and total lost wages are **$24,172.28.** Claimant has received from workmen's compensation **$3,372.05** in payment of some of his medical and hospital bills, **$6,567.68** for the time he lost from work, and a **$16,000.00** settlement for his permanent injuries. The evidence shows he is still spending approximately **$20.00** per month for pain medication which he uses daily.

The medical evidence introduced by Claimant shows he has soft tissue damage along his entire spine, that this is a permanent condition, and would be constantly aggravated by the type of work Claimant does which requires heavy lifting and exertion. Dr. Edstrom testified that Claimant will have to continue to seek chiropractic treatment to relieve his pain, probably as often as once a month for the rest of his life.

Dr. Keith Isenberg, a resident in training in psychiatry

at Washington University Medical School in St. Louis, testified he started treating Claimant on July 20, 1979. Claimant had given Dr. Isenberg a detailed history of his accident and subsequent problems, including his dreams about going off a bridge in this truck. This history included details of treatment by numerous doctors for the back pains, headaches, troubles with Claimant's marital relationship, alcohol abuse, depression and sleeplessness. A course of treatment was initiated which included antidepressant medications, talk therapy, marital therapy and counseling on abstinence from alcoholic beverages. The doctor saw Claimant on various occasions and testified that Claimant was treated by several other doctors at the clinic. He testified he, believed the dreams about the accident, fear about possible mechanical defects in his truck and anger were overpowering and initially disabling to Claimant and were part of a secondary depression. He stated it was his opinion that the depression had been– caused by the accident and the symptoms might recur so as to prevent Claimant from working in the future and might be permanent.

It appears from the record that Claimant sustained painful back injuries which were aggravated by his psychiatric problems. For a period of almost one year, Claimant was completely disabled by his condition. At the time of the hearing, Claimant had reduced his chiropractic treatments and ceased his psychiatric sessions and testified he felt much better.

The record shows Claimant has received a total amount of $25,939.73 from his workmen's compensation claim. The statute governing claims of this nature provides for the repayment to the employer for all amounts paid by it for medical, surgical and hospital services of Claimant.

Since no evidence has been presented in regard to

this lien other than the total amount of compensation paid, the Court hereby awards an amount of $50,939.73 jointly to Claimant and his employer, Cassen Transport Company, as full, final and complete settlement in this cause.

(No. 79-CC-0483—Claim dismissed.)

DAVID J. PRATT, SR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 15, 1982.

DAVID J. PRATT, SR., pro se, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*no notice of intent—claim dismissed with prejudice.* While pleading defects were more formal than substantive, and could result in dismissal with leave to replead, Claimant's failure to file notice of intent as required by Court of Claims Act was a bar to action and required dismissal of claim with prejudice.

PERSONAL *INJURY—county jail hospital—not agency of State—claim dismissed.* Claimant's action for injuries sustained in county jail hospital was required to be dismissed on ground he failed to allege that injuries occurred while he was within care, custody and control of agency of State.

POCH, J.

The Claimant, while an inmate at the Department of Corrections, filed a pro se complaint for personal injuries, allegedly received while in the Cook County jail hospital. The Claimant did not file any notice of intent to sue or bring claim against the State as required by the provisions of section 22-1 of the Court of Claims Act. Ill. Rev. Stat. 1979, ch. 37, par. 439.22-1.

This cause was assigned to a commissioner of this Court to conduct a hearing. On August 9, 1979, a hearing was held before the commissioner. The Claimant conceded that his injury occurred at the Cook County jail hospital, a facility which is not within the jurisdictional control of the Illinois Department of Corrections, but which is operated by the County of Cook, or one of its subdivisions.

Subsequent to a general continuation of the hearing, the Respondent has filed a motion to dismiss the claim and a motion for judgment on the pleadings. The Respondent is entitled to the relief requested in both motions.

The complaint of the Claimant is defective in several respects. It is not verified and fails to meet the pleading requirements of Rule 5A of this Court which, pursuant to Rule 9, is a basis for dismissal.

While the pleading defects are more formal than substantive and standing alone could result in dismissal with leave to replead, the Claimant never filed any notice of intent as required by section 22-1 of the Court of Claims Act. (Ill.Rev.Stat. 1979, ch. 37, par. 439.22-1.) Such failure to do so is a bar to this action which requires dismissal of his claim with prejudice. Ill.Rev.Stat. 1979, ch. 37, par. 439.22-2.

The Respondent is entitled to judgment in its favor based upon a review of the pleadings. The Claimant alleges he was injured while in the custody of the sheriff of Cook County in the Cook County jail hospital. The Cook County jail is governed by the provisions of the County Department of Corrections Act. (Ill.Rev.Stat. 1979, ch. 125, par. 201 *et seq.*) Section 3 (Ill.Rev.Stat. 1979, ch. 125, par. 203) provides that the county jail is operated by the Cook County Department of Correc-

tions, which is not a State agency. The jail hospital is operated by the Cook County Health and Hospital Governing Commission, which is not an agency of the State of Illinois. Ill.Rev.Stat. 1979, ch. **34,** par. 5020.

Since the Claimant does not allege and the pleadings show he was not within the care, custody or control of any agency of the State, the Respondent is entitled to judgment in its favor on the pleadings.

It is therefore ordered:

That the complaint of the Claimant **is** dismissed with prejudice.

(No. 79-CC-0605—Claimant awarded $5,581.00.)

AMERICAN STATES INSURANCE COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 17, 1983.

RONALD E. HALLIDAY, for Claimant.

NEIL F. HARTIGAN, Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—***pothole—truck forced off road—claim allowed.*** Award was granted for damages which occurred when Claimant's truck hit a large hole in highway, went out of control and landed in ditch, as evidence established that Claimant was not contributorily negligent and that State was aware of hole but had negligently failed ***to*** properly repair hole or adequately warn travelling public of danger, notwithstanding fact that patches had been attempted and a warning sign installed a short distance from hole.

HOLDERMAN, J.

The Claimant is a subrogee of its insured, James W. Stout, who was injured while driving a truck northbound

on Illinois Route 26 on April 16, 1977. The truck involved was a 1968 International Harvester and the accident occurred around 1:30 p.m. Claimant was riding alone in said truck and was being followed by his son, Rex Stout, and according to the evidence, he was travelling at approximately 40-45 miles per hour.

According to the record, it appears that James Stout reached a point approximately 10 miles south of Lacon, Illinois, near an intersection with Banta Road, when he reached a bridge. The road surface up to that point had been smooth. There was a sign on the bridge warning of rough road. Upon seeing the sign, Mr. Stout reduced his speed by about 10 miles per hour. The evidence is to the effect that the driver was unfamiliar with the road since he had not driven over it for four to eight months prior to the accident.

After crossing the bridge, Mr. Stout observed a large chuckhole 40 to 60 feet from the end of the bridge. The distance from the sign to the chuck hole was between 100 and 125 feet. The evidence shows that the road where the hole was located was lower than the bridge pavement and therefore Mr. Stout was unable to see the hole until he had crossed the bridge. The evidence shows the hole was six to eight feet in diameter and from six to eight inches deep. Mr. Stout's son, Rex, who was the only eyewitness, testified that the hole measured 10 to 15 feet wide, six to eight feet long, and four to six inches deep. Mr. Stout also testified that the hole crossed over the center line and that it was so wide he could not have avoided it by driving off onto the shoulder.

As Mr. Stout struck the hole, the rear of his truck was thrown into the air, crossing the center line. The truck began to fishtail but Mr. Stout was able to control it and avoid a head-on collision with a pickup truck in the oncoming lane. The trailer then pulled into the ditch.

The trailer pulled the rear of the truck and it rolled over.

At the time of the accident, Mr. Stout had had the truck for less than one month. He testified he purchased the truck on February 28, 1977, for $7,350.00 and took delivery of it on March 1, 1977, but sent it back for repairs to the transmission. The record shows the truck was a total loss and the highest bid for salvage was $1,565.50. There were towing and storage expenses in the amount of $321.50 and a $500.00 deductible on the insurance policy, making a total claim of the subrogee of $5,581.00.

According to the record, Rex Stout returned to the scene of the accident less than four hours later to take pictures. Upon his return, he found the warning sign had been moved 50 to 75 feet behind the guardrail *so* that it provided an earlier warning. He further found that the Respondent's maintenance workers were already engaged in repairing the road surface.

State Trooper Gene Kizer testified that he was the patrol officer for that area and lived nearby. He recalled this particular chuckhole but did not remember whether he notified the Illinois Department of Transportation of its existence. His testimony was disputed by Rex Stout who stated that trooper Kizer told him he had been trying to get the State to fix that road for a couple of months.

Mr. John Hartwig, a maintenance field engineer for the Illinois Department of Transportation, testified that more than 77 tons of cold mix material had been used on that subsection from March 4 to April 16 of that year. He also testified that the State was aware of the rough road section and that cold patch is a temporary material. According to the time cards, which were introduced by Respondent, there was no further maintenance done after April 4.

Before Claimant can recover in a suit of this nature, he must prove Respondent was guilty of negligence, that he was free from contributory negligence, and that Respondent's negligence was the cause of the accident. It is also required that the State have knowledge of the dangerous condition.

The evidence is clear that the State had actual knowledge of this condition because of the patches they had put on this particular area and because of the warning signs that were put up a comparatively short distance from the hole in question.

The record is clear that the road where the hole was located was lower than the bridge pavement and was not visible to the oncoming traffic until the traffic was within a short distance from the hole in question. The fact that Respondent moved the warning sign back further after this accident occurred is strong evidence to the fact that the sign had not been placed far enough away from the hole to give the travelling public enough time to slow down to avoid accidents.

It is clear from the record that Claimant was free from contributory negligence and that the proximate cause of the accident was Respondent's failure to repair this pothole and to adequately warn the travelling public of its danger.

An award is hereby made in favor of Claimant in the amount of $5,581.00.

(No. 79-CC-0724—Claimant awarded $11,000.00.)

REGNAL J. JONES, Claimant, *v.* THE BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES, Respondent.

Opinion filed February 4, 1983.

JULIUS L. SHERWIN, for claimant.

NEIL F. HARTIGAN, Attorney General (KENNETH G. KOMBRINK, Special Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*elements of* ***contract.*** Contract exists when there is an offer accepted by recipient and consideration for performance of certain acts.

SAME—employment contract—breach by State—claim allowed. Claimant was entitled to damages for breach of employment contract which occurred when State refused to accept Claimant when he reported to commence teaching at beginning of academic year he had agreed to work, as State university had made unconditional written offer of position to Claimant which was accepted by letter of acceptance drafted by Claimant, notwithstanding State's claim that refnsal to sign acceptance letter drafted by university constituted refnsal of offer, as State's written offer had no such conditions.

POCH, J.

The Claimant, Regnal J. Jones, has filed a claim against the Board of Governors of the State Colleges and Universities seeking $15,000.00 in damages for an alleged break of an employment contract. The claimant had been employed by the Chicago State University as a non-tenured assistant professor of biology for a number of years before the academic year 1976-1977 at a salary of $15,000.00.

On June 14, 1976, the vice-president for academic affairs, Dr. Allan DeGiulio, sent a letter to the Claimant offering him a probationary contract as assistant professor commencing September 1, 1976. The letter went on to indicate that tenure could be possible a year later. The Claimant sent Dr. DeGuilio a letter that was received at Chicago State University on June 24, 1976, which stated in part "I accept the University's offer of employment

for the academic year 1976-77." During negotiations before June 24, 1976, the Claimant was asked to sign a letter of acceptance drafted by the University. He refused to do so and sent in his own letter of acceptance.

The Claimant reported to work at the commencement of the academic year in September 1976. He was refused a class assignment and was not allowed to teach at the University. During that academic year he attempted to obtain other suitable employment but was able to work for only two months and earned only $4,000.00.

The Claimant seeks damages for the alleged breach of the employment agreement offered by the University and accepted by the Claimant. The Respondent claims that the refusal to sign the acceptance letter drafted by the University is a refusal to 'accept all terms and conditions of the offer and thus is not an acceptance.

The written offer of June 14, 1976, issued by the University was not conditioned upon other conditions or time restrictions upon its acceptance. It was not withdrawn before the acceptance.

A contract exists when there is an offer accepted by the recipient and consideration for the performance of certain acts. In this case the University made an unconditional written offer of June 14, 1976, to the Claimant. The Claimant's acceptance was received by the University on June 24, 1976. The consideration was for the Claimant to teach and for the University to provide a place to teach and to pay the annual salary of $15,000.00. Therefore, there was valid employment contract existing on June 24, 1976. The refusal of the University to accept the Claimant when he reported to work at the commencement of the academic year constitutes a breach of the Claimant's contract entitling him to an award of damages for the breach.

The Claimant was able to find work for the academic year 1976-77 for only two months and earned $4,000.00. That sum is to be credited against the award of damages. If the University had allowed the Claimant to work he would have been paid $15,000.00 for the 10-month academic year. The breach of the employment contract by the Respondent entitles the Claimant to an award of the salary he would have have earned pursuant to the contract ($15,000.00) less the amount actually earned through other employment ($4,000.00). Therefore, the Claimant is entitled to an award of eleven thousand dollars ($11,000.00).

It is hereby ordered that the Claimant, Regnal J. Jones, be awarded the sum of eleven thousand dollars ($11,000.00).

(No. 79-CC-0730—Claim denied.)

STEPHEN M. NORMAN, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed September 15, 1982.

MARK A. **ROSE,** for Claimant.

TYRONE C. **FAHNER,** Attorney General (**SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State not insurer of roads.*

SAME—negligent maintenance—notice must be shown. Before State will be held liable for negligent maintenance of highways, Claimant must show that State had actual or constructive notice of dangerous condition which caused injury.

PERSONAL INJURY—*concrete on highway—motyorcyclist injured—claim denied.* Award denied and case dismissed in action for injuries sustained when motorcyclist struck concrete on highway and went *out* of control, as evidence failed to show cyclist was exercising due care or that State had actual or constructive notice that concrete was on highway.

HOLDERMAN, J.

Claimant in this cause was riding his motorcycle on Interstate 74 in Peoria County, Illinois, on April 10,1977, at approximately 9:30 p.m. As he was proceeding eastbound in the right hand lane and as he proceeded under the Ellis Street overpass, he encountered certain chunks of concrete lying in his path on the roadway that had fallen from the overpass. Claimant's motorcycle struck one of these pieces of concrete causing his vehicle to skid out of control, throwing him off said vehicle.

Claimant and his motorcycle landed in the center grass median approximately 180 feet east of the overpass. Fortunately, Claimant was wearing a protective helmet and leather jacket so the only injuries he received were abrasions to his knees. He declined medical treatment.

The record is fairly brief as Claimant was not willing to appear in Illinois for a hearing. The only evidence introduced was a police report which was introduced by agreement between the parties.

This Court has repeatedly held that before there can be a recovery in cases of negligence, Claimant must show that Respondent was negligent, that said negligence was the proximate cause of the accident, and that Claimant was exercising due care for his own safety. See ***Thriege v.*** State, 24 Ill. Ct. C1.470; *Kloese* ***v. State,*** 30 Ill. Ct. Cl. 4.

Claimant apparently bases his case on the fact that the accident took place on a State highway. That fact in itself, according to his theory, is sufficient grounds for recovery.

The record is devoid of any showing of due care on the part of Claimant and it is also completely devoid of

any attempt to show that the State had notice of the fact that there were concrete blocks on the highway. To accept Claimant's theory of the case, we would have to entirely eliminate the necessity of his showing due care on his part and also, before the State can be held responsible, it must be shown it had notice of the condition that caused the accident. Claimant's theory would also make the State an insurer for every accident that took place on its highways or other property.

The law has been clear and this Court has repeatedly held that the State is not an insurer of its roads. See *Palmer v. State, 25* Ill. Ct. Cl. **1,** *McCrary v. State, 22* Ill. **Ct.** Cl. **328, and** *Link v. State,* **24** Ill. **Ct.** Cl. **69.**

This Court has also held that "before the State can be held liable for any injury on property maintained by it, it must have actual or constructive notice of the dangers or hazardous conditions." See *Finn v. State, 24* Ill. Ct. Cl. 177.

While there are other items discussed in the briefs of the parties in this cause, the Court believes the failure on the part of Claimant to prove his cause of action and comply with the laws governing said accidents has not been met for the reasons cited above.

Award denied. Case dismissed.

(*No.* 79-CC-0756—Claim denied.)

HORACE BROWN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed January* 26, 1983.**

OWEN, ROBERTS, SUSLER & MURPHY, P.C. (LESLIE L. VEON, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM WEBBER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*invitee and licensee distinguished.* Property owner owes invitee duty of reasonable care and caution in keeping premises reasonably safe for use by invitee, while owner's only duty to licensee is not to wantonly or wilfully injure him.

SAME—duty to remove snow. Landlord has no duty to remove natural accumulation of ice and snow.

SAME—failure to remove ice and snow on day it fell not unreasonable.

SAME—duty to invitee. Owner of land may be liable for injury to invitee resulting from natural or artificial conditions only if owner knows of condition and realizes it involves unreasonable risk to invitee or permits invitee to remain on land without taking reasonable care to make condition reasonably safe, or to warn invitee of condition and risk involved.

SAME—***slip and fall—icy steps—natural accumulation—claim denied.*** Claim denied in action for injuries sustained when visitor fell on icy steps at youth center, as State was not negligent in failing to remove ice from steps on day it accumulated and State's failure to warn visitors of icy condition was not unreasonable, since danger was obvious.

ROE, C.J.

The Claimant, Horace Brown, seeks recovery of $3,856.00 in damages for personal injuries sustained on December 24, 1978, when he fell down stairs which were covered with ice at the State's youth center in St. Charles, Illinois.

Claimant contends that the State of Illinois was negligent in failing to remove the ice from the steps utilized by visitors to the youth center, and that the State was negligent in failing to warn the Claimant of the

unreasonably dangerous condition of the steps. The Respondent maintains that the Claimant has failed to show that he was free from contributory negligence and regardless thereof, that the State has no duty of liability for injuries sustained as a result of the presence of naturally accumulated snow and ice.

The facts, as adduced by testimony and stipulation, are not complicated nor are they contradicted. On December 24, 1978, the Claimant and his wife visited their son at the youth center in St. Charles, Illinois, the visit occurring at their son's residence, Jackson Cottage. When visiting hours were over, a youth center guard directed the visitors, including the Claimant, to leave through the back door of the cottage. The back porch of Jackson Cottage was apparently clear of ice and snow, but the steps from the porch were covered with ice. While descending the steps, Claimant slipped on the ice, fell down several steps, and as a result, sustained personal injuries. It also appears that immediately preceding his fall, both Claimant and the youth center guard witnessed two women visitors slip on the same steps.

The State does not deny that the Claimant, as a visitor to the Illinois youth home, enjoys the status of an invitee.

In the case of *Levy v. State of Zllinois* (1958), 22 Ill. Ct. Cl. 694,696, this Court held:

> **"The fact that the State institutions have visitors' days, and encourage visits with patients, would indicate that Claimant was more than a 'licensee' and should be treated as an 'invitee'."**

It is well established that an invitee imposes upon the owner of property the duty to use reasonable care and caution in keeping the premises reasonably safe for use by the invitee. The Illinois Supreme Court perhaps best described the difference between the duty owed

an invitee and the duty owed a licensee in *Ellguth v. Blackstone Hotel, Znc.* (1951), **408** Ill. **343,347,** as follows:

"The materiality of the question of whether plaintiff was an invitee or licensee arises from the fact that a heavier duty of care is placed upon an owner of premises toward an invitee than toward **a** licensee or trespasser. Toward an invitee the owner of premises must use reasonable care and caution in keeping the premises reasonably safe for use by such invitee; while toward a licensee no duty is owed by such owner, except not to wantonly and wilfully injure him."

Recognizing then that Claimant was an invitee to the youth center, the first question to be resolved is whether the State was negligent in failing to remove the ice from the steps of this State-owned building.

We do not believe the State was negligent. In fact, we believe the law is fairly well settled that the State had no duty to clear the natural accumulation of ice and snow from its premises. The Illinois Appellate Court, in *Chisolm v. Stephens* (1977), **47** Ill. App. **3d 999,** 1004, **365** N.E.2d 80, stated:

"(A) landlord incurs no liability for injuries . . . caused by the natural accumulation of ice and snow on his property."

In *Demario v. Sears Roebuck and* Co. (1972), *6* Ill. App. 3d **46, 50,** the court said:

"In a 'slip and fall' case, there must be an affirmative showing by plaintiff of an unnatural accumulation of snow or an aggravation of a natural condition by defendant before plaintiff will be allowed to recover."

Here there has been no showing that the accumulation of ice resulted from anything but natural conditions. Since the testimony at the hearing was clear that there had been no attempt to remove the ice or snow from Jackson Cottage, it cannot be said that the State in any way aggravated the natural condition.

Further, the testimony of a State employee, which stands uncontradicted, was that there was an ice storm the day of the accident. There was quite clearly no time

in which the State could have commenced snow removal procedures. In that respect, we believe the authority relied upon by Claimant is distinguishable. Claimant cites ***White v. State of Illinois*** (1969), 26 Ill. Ct. C1.431, in which the facts are substantially similar to the instant case. In ***White,*** the Claimant, while a visitor (invitee) to the Illinois State Training School for Boys, slipped and fell on an icy sidewalk on the grounds of the school. There, as here, the State had made no attempt to remove the ice and snow from the sidewalk in question. This Court stated in part at' page 437:

" * * * Respondent submitted that it had no time to do this (remove the snow). However, the weather reports showed that six days had passed since the precipitation had fallen.

It is not reasonable for the State of Illinois to invite visitors, and provide as the only access route a long sidewalk covered with ice and snow. The risk of injury was clearly foreseeable. It would appear that six days was enough time to clear the walk, since other walks on the premises were in fact cleared. Respondent was negligent in its failure to use ordinary care towards its invitees."

In ***White,*** we simply found that six days from the last snowfall to the commencement of snow removal was an unreasonable length of time, so much so that the risk of injury to a visitor was foreseeable and that the State, therefore, had not met its burden of keeping the premises reasonably safe for use by an invitee. In the instant case, with the testimony being clear that an ice storm had occurred that very day, we find no such unreasonableness.

The last question to be resolved is whether the State was negligent in failing to warn the Claimant of the dangerous condition of the Jackson Cottage steps. The case of ***Prater v. Veach*** (1962), ***35*** Ill. App. 2d 61, 64, 181 N.E.2d 739, 741, while not specifically concerned with ice and snow, sets forth the following guide for the duty owed by the owner of land to an invitee:

"The owner of land is subject to liability for bodily harm or wrongful death to invitees resulting from natural or artificial conditions only if he knows of the condition and realizes that it involves an unreasonable risk to invitees, or permits them to remain on the land without exercising reasonable care to make the condition reasonably safe, or to warn invitees of the condition and the risk involved therein."

The Claimant relies on ***Kelly v. State of Zllinois*** (1969), **26** Ill. Ct. Cl. **426,** wherein the Claimant was a visitor (invitee) to an open house at a State-operated children's center where she participated in a tour conducted by an employee of the center. **As** a participant in the tour, she was directed through a door onto an open stairway where she fell. The evidence in ***Kelly*** indicates that there was no guardrail on that open stairway. We found that the State was negligent in failing to have guardrails on the stairway and in failing to warn the Claimant of that condition. In our judgment, ***Kelly*** **is** also distinguishable because there was no question that the State had knowledge of a pre-existing (no guardrails) dangerous condition. In the instant case, however, the facts are clear that the State employee who directed the Claimant to exit Jackson Cottage through the back door obtained knowledge of the icy condition of the steps moments prior to if not at the same time as Claimant. The facts indicate that Claimant himself witnessed two women immediately preceding him slip on the very stairs. The State cannot be said to have breached its duty of care owed to the Claimant by failing to warn Claimant of a condition he was as aware of as the State itself. **As** Respondent pointed out in its brief, in the case of ***Batson v. Western Union Telegraph*** Co., **75** F.2d **154:**

"It is when the perilous instrumentality is known to the owner or occupant and not known to the person injured, that a recovery is permitted. And hence there is no liability for injuries from dangers that are obvious, or as well known to the person injured as to the owner or occupant."

And as we said in ***Weygandt v. State of Illinois*** (1957), 22 Ill. Ct. Cl. **478:**

"Claimant is required to exercise a degree of care commensurate with the circumstances and will not be heard to say that she did not see what she must have seen if she properly exercised her faculty of sight."

To recover on his claim, Claimant bears the burden of establishing by a preponderance of the evidence that Respondent breached its duty of reasonable care; that Claimant was free of contributory negligence; and that the negligence of Respondent proximately caused his injury.

This Court finds that Claimant has failed to establish that the Respondent was negligent in not removing the ice or in failing to warn the Claimant of the existence of the ice.

(No. 79-CC-0860—Claim denied.)

ALBERT C. BELLINI, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 1, 1982.

BENJAMIN P. HYINK and GERALD A. GOLDMAN, for Claimant.

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

CONTRACTS—***agent without authority cannot bind State.*** One rendering services to State is bound to ascertain extent of authority of an agent thereof, since an agent without authority cannot bind State with regard to payment.

PRACTICE AND PROCEDURE—*attorney* ***fees and costs not recoverable absent specific authority.***

STATE EMPLOYEES BACK SALARY ***CLAIMS—vacation pay—claim denied.*** Claim for vacation pay and attorney fees and costs incurred in asserting claim denied as no basis existed for award of vacation pay, since position for which pay was sought was exempt from provisions of Personnel Code and therefore

no basis existed for such award, and no statutory basis existed for award of **attorney fees or costs.**

HOLDERMAN, J.

Claimant, a one-time employee of the State of Illinois, seeks payment for various vacation days he allegedly accumulated between June **7, 1978,** and October **31, 1978,** while he was employed by the Illinois Supreme Court committee on criminal justice programs.

Claimant requests payment for vacation pay in the amount of **$784.61,** court costs in the amount of $250.00, and attorney fees in the amount of $1,500.00, totalling **$2,534.61.**

There are two issues presented to this Court: **(1)** whether Claimant accrued any vacation days during his period **of employment with the committee; and (2)** whether Claimant is entitled to an award for costs and attorney fees in an action brought in the Illinois Court of Claims.

The record discloses that for a comparatively short period of time Claimant worked for the Illinois Supreme Court committee. He resigned from this position and was then employed by the Illinois Law Enforcement Commission.

Claimant testified that prior to June **7, 1978,** he met with the executive secretary for the committee in Springfield, Illinois, at which time he was told that there would be no problem with the vacation time that he claimed. This testimony is directly contradicted by the executive secretary for the committee. Claimant testified that he met with the director of the administrative office of Illinois courts and a professor on May **10, 1978,** at which time possible employment with the committee was discussed. According to Judge Gulley, the director of the

administrative office, Claimant's interview was no different from any other interview before the committee and he informed Claimant that the committee was not a code agency but was governed by the same personnel rules as applied to the judicial branch of the State. He stated he explained the details of the rules of the Supreme Court and, in particular, the method in which vacation days are accumulated.

Respondent, in its brief, pointed out that the committee is not subject to the provisions of section 4c of the Personnel Code (Ill. Rev. Stat. 1977, ch. 127, par. 63b104c). Judge Gulley stated the same policies had been in effect since **1818.**

The Personnel Code in question states as follows:

"Section 4c. General Exemptions.
The following positions in State service shall be exempt from jurisdictions A, B and C, unless such jurisdictions shall be extended as provided in this Act:

* * *

(3) Judges and officers and employees of the courts, and notaries public." (Ill. Rev. Stat. 1977, ch. 127, par. 63b104c.)

It is obvious that Claimant was exempt from the provisions of the Personnel Code and therefore there could not be a basis for the claim before this Court.

Claimant's former position with the ILEC was covered by the Personnel Code but his position that he should have enjoyed the same benefits while working for the committee as with the ILEC is in error.

Respondent, in its brief, states that "the law is clear that one rendering services to the State is bound to ascertain the extent of the authority of an agent thereof." It further states that "if the agent has no authority, he cannot bind the State with regard to payment." See ***Klinczak v. State,*** 11 Ill. Ct. Cl. 110, and ***Schoenig v. State,*** 11 Ill. Ct. Cl. 634.

This Court has repeatedly held that the law in Illinois is clear that one cannot recover for attorney fees and court costs unless provided under a specific authority. See ***Harling v. State*** (1977), ***32*** Ill. Ct. Cl. 177, and ***Mooney Construction Co. v. State*** (1982), No. 77-CC-1219.

Claimant, having failed to cite any statute providing for these payments, is not entitled to an award in the amount claimed.

Award denied.

(No. 79-CC-1020—Claimant awarded $40,000.00.)

MARGIE BECKER, a minor, by and through Patricia Becker, her mother and next friend, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed February 4,1983.

LOUIS **E.** OLIVERO, for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN **P.** LARNER, Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION ***AREAS—state's duty of care.*** State must exercise reasonable care in maintaining and supervising State parks to protect invitees from harm.

SAME—fall over waterfall—State negligent—claim allowed. Claimant was granted award for injuries sustained when she fell over waterfall at State park, as evidence established that State had actual notice of several previous falls at same location and yet failed to take relatively simple precautions of erecting fence and posting warning signs to prevent such accidents.

POCH, J.

Claimant, Margie Becker, by her mother and next friend, seeks to recover damages from the State of Illinois for personal injuries sustained by the Claimant

while visiting Mattheissen State Park. The accident occurred on May 29, 1978, when the Claimant was 13 years old and she fell over a waterfall and dropped about 50 to 75 feet.

The area of the Mattheissen State Park where the Claimant was injured is called Cascade Falls. In this area, a long winding stairway is built into the side of the canyon, with handrails, leading directly into a rock basin (or creek bed) holding a pool of water. This pool of water empties over waterfalls into a lagoon approximately 50 to 75 feet below.

It **is** uncontroverted, that at the time of the accident, the stairs contained no warning signs nor devices stopping a person at the bottom. On the contrary, the steps lead directly into the rocky creek bed.

On the day of the accident, the Claimant walked down the steps and onto the creek bed. **A** number of people of mixed ages were swimming in the pool of water on top of the falls. The Claimant walked along the creek bed, stepped on a rock and slipped into the water. The Claimant does not remember anything that happened to her after she fell into the water, but it is uncontroverted that she was pulled from the water at the bottom of the falls.

The record contains evidence that this was not the first accident to happen at Cascade Falls. The site superintendent of Mattheissen State Park testified that there had been several accidents at this particular site. "There are more accidents in this area than other areas of the Park." The site superintendent further testified, without objection, that today there exists a fence that acts as a barrier to people going over the falls. On the date of the accident, May **29,** 1978, there was no fence at that location. The fence presently contains a warning that it is

dangerous to walk or swim there. On May 29,1978, there was no sign as you came down the stairs prohibiting anyone from walking down there. Finally, the superintendent testified that he knew of six previous accidents specifically at this falls area in recent years.

As a result of this fall, the Claimant suffered two compressed vertebral fractures and various other injuries. She was admitted to the hospital where she stayed for six days. Following the summer of 1979, she was again admitted to the hospital. Since January of 1980 and up to the hearing, she was receiving treatment from a chiropractor. The chiropractor testified that Claimant suffered extension misalignments of the lumbar and cervical spine, that she is in pain, is unable to do bending and lifting and will be permanently affected in her ability to be employed because of her injuries. Claimant was forced to leave school in her sophomore year because of her inability to be seated and to attend school on a full-time basis. Her sister and job supervisor testified as to her current limitations.

It is almost axiomatic that the State must exercise reasonable care in establishing, maintaining and supervising its parks. The State has the duty to exercise ordinary care to protect invitees from harm. Furthermore, the State is negligent where it has actual or constructive notice of a dangerous and unusual condition and fails to warn invitees thereof and protect them from harm. (*Jodlowski v. State of Illinois*, 26 Ill. Ct. Cl. 66.) In the instant case, the record is clear that the State had both constructive and actual knowledge as to the dangerous condition existing at the Cascade Falls in Mattheissen State Park. The record also contained evidence as to the relative ease in which the State could remedy this situation by erecting a fence and posting warning signs.

It is the opinion of this Court, therefore, that the State was negligent in its maintenance of this area at the time of this accident. Moreover, the record does not contain evidence of Claimant's negligence which contributed to her injury.

As a result of the foregoing negligence of the State, Claimant suffered a spinal fracture. Spinal fractures are painful injuries that permanently hamper the employability of those suffering them. There is medical testimony in the record that Claimant has been so hampered. Her inability to complete her high school education was also a serious consequence of the accident. It is the preponderance of the evidence that the Claimant will continue to suffer as a result of the fall both economically and in terms of physical pain during her 60.6 years of life expectancy.

Therefore, the Claimant is hereby awarded the sum of forty thousand ($40,000.00) dollars.

(No. 80-CC-0012—Claim dismissed.)

MELVIN FRANKS, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Order filed February 8, 1983.

MELVIN FRANKS, ***pro* se,** for Claimant.

NEIL **F.** HARTIGAN, Attorney General (PAUL **M.** SENGPIEHL, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*lump* sum settlement under Workers' Compensation Act—State released. Claim dismissed with prejudice where Claimant had signed lump sum settlement under Workers' Compensation Act in final and

complete settlement of all claims arising from his injury, since the effect of that settlement was the release of the State from any duty to provide any additional compensation based on same accident.

HOLDERMAN, 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, and the Court being fully advised in the premises:

Finds that Claimant signed a settlement contract lump sum petition and order in the Illinois Industrial Commission whereby he agreed that the receipt of $17,129.20 was a final and complete settlement of any and all claims as a result of the injury of August 27,1975, and February 25, 1976, and that Claimant's complaint seeks an additional $603.99 in back pay arising out of the injury on February 25, 1976, pursuant to the arbitration decision on June 26, 1978, to make the employee whole according to the provisions of Article XXIII of the Collective Bargaining Agreement. The Court further finds that this issue was settled in the case of ***Benedetto v. State,*** 32 Ill. Ct. Cl. 300, where the Court stated that the acceptance of a lump sum settlement under section 11 of the Workers' Compensation Act (Ill. Rev. Stat., ch. 48, par. 138.11) released the State of Illinois from any duty to provide any additional compensation based upon the same accident.

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

(No. **80-CC-0027—Claimantawarded** $96,998.05.)

R. **D.** LAWRENCE CONSTRUCTION Co., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February **24,1982.**

Opinion on rehearing filed December **8,1982.**

Order on motion to clarify filed December **17,1982.**

Order on motion to withdraw motion for reconsideration filed February **3,1983.**

MOHAN, ALEWELT & PRILLAMAN (FRED C. PRILLAMAN, of counsel), for Claimant.

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

DAMAGES—damages presumed from proof of legal wrong.

SAME—*proof may consist of paid and unpaid bills.*

SAME—*competent evidence* is *sufficient to proue unpaid bills reasonable.*

SAME—paid bill prima facie reasonable.

CONTRACTORS—*delay by State—additional costs awarded.* **Contractor on State remodeling project was awarded additional costs for labor and material put into project by subcontractors working under Claimant's supervision pursuant to general contract, as delay caused by State resulted in higher wage scale and higher material costs due to passage** of **time.**

HOLDERMAN, J.

This cause of action arose out of a contract between Claimant and Respondent, dated July 11,1977.Claimant, in its complaint, sets forth that as a result of Respondent's action Claimant incurred additional costs for labor and material put into the project by subcontractors working under Claimant's supervision, pursuant to Claimant's general contract.

Claimant contends that the delay caused by Respondent's action resulted in a higher wage scale being paid

to the laborers on the job and higher material costs due to the passage of time.

The original claim was in the amount of **$126,010.00.** It was agreed by and between the parties hereto that the amount of **$39,794.00** is not in dispute and the amount remaining in dispute is **$57,204.05.** It is noted that the original claim of **$126,010.00** has been reduced by Claimant to the sum of **$96,998.05.**

Claimant has not paid the amount of **$57,204.05** to his subcontractors, so this is not out-of-pocket expenses.

It is Respondent's contention that this claim should be dismissed because the subcontractors had a right to protect their interests by filing a mechanics' lien and attempting to recover in that manner. It is also Respondent's contention that Claimant, at this time having not paid this amount to the subcontractors, has not incurred out-of-pocket expenses and **is** not in a position to recover.

The record is not clear as to whether the amount of **$57,204.05** is due entirely to the subcontractors or whether the prime contractor, Claimant, had an interest in the same. **If** it does have an interest and this cause is dismissed, then the question arises as to what amount, if any, Claimant should receive.

Respondent's brief cites the case of ***Bates and Rogers Construction Corporation v. North Shore Sanitary District*** (1980), **92** Ill. App. 3d 90. The appellate court in that case ruled that in counts of contractor's complaints against owners for breach of contract, to include subcontractors' claims is wrong. The court stated that the general rule is that subcontractors cannot recover against the owner in absence of contractual arrangements, and in the absence of any allegation that they are third-party

beneficiaries under the principal contract, they are not proper parties to such a suit.

It is clear there is no privity of contract between the Respondent and the subcontractors and it is also clear that the subcontractors had a right to file a mechanics' lien to protect their interests.

In the negotiating proceedings prior to the filing of the complaint, it was suggested that a change order be issued but this was opposed and rejected by Respondent.

In view of the authority above cited, the Court hereby enters an award in favor of Claimant in the amount of **$39,794.00,** and dismisses that portion of the complaint in the amount of **$57,204.05.**

OPINION ON **REHEARING**

HOLDERMAN, J.

This matter comes before the Court upon petition of Claimant for rehearing and Respondent's objection to said petition.

The Court, having heard oral argument in this cause and being fully advised in the premises, finds:

That Claimant is basing its claim upon a one year's delay in construction work for Respondent. The undisputed facts appear to bear out Claimant's claim that for over one year it was precluded from doing the work it had contracted to do for Respondent and that the sole cause of said delay was the fault of Respondent. Claimant bases its alleged claim **upon** the fact that the year's delay caused an increase in labor costs and in material costs and that it is entitled to the sum of **$57,204.05.** The work in question was for the remodelling of a basement, third floor and sixth floor of the State Capitol Building.

The evidence shows that the failure to vacate the sixth floor caused a delay of well over one year.

The parties have heretofore stipulated that Claimant is entitled to the sum of **$38,794.00.**

In the original complaint, Claimant asked for the sum of **$126,010.00,** which was scaled down to **$96,998.05,** a reduction of approximately $30,000.00 from the original amount claimed.

Approximately one-half of Claimant's claim is made on behalf of subcontractors and material suppliers. It appears they also were delayed for about **11** months on the sixth floor remodelling project—all of the delay caused by Respondent. The record strongly supports the position that the subcontractors were required to pay higher labor and material costs due to the State's delay. Illinois law holds that where proof of a legal wrong is made, there is a presumption of damages, and only the amount thereof is subject to further proof. **(15** ***Zllinois Law & Practice,*** chapter **13,** section **231, 529.)** This principle applies both to damages paid and unpaid by the injured party.

In this case, most of the damages claimed remain unpaid. Illinois law permits proof of damages to consist of both paid and unpaid bills. The sole issue is whether the bills are reasonable; it is not relevant that they are paid or unpaid. The fact is that all that is required under Illinois law to prove the reasonableness of unpaid bills is that the evidence on point be competent. ***Hulse v. Midwest Emery Freight System*** (1973), **12** Ill. App. 3d **316, 319.**

In Illinois, a paid bill is ***prima facie*** evidence of its being reasonable. ***Omni Overseas Freighting Co. v. Cardell Znsurance Agency*** (1979), **78** Ill. App. 3d **639.**

It is the Court's opinion that Claimant is entitled to the sum of $57,204.05. An award is hereby made in that amount.

ORDER ON MOTION TO CLARIFY

HOLDERMAN, J.

This cause coming on to be heard on the Court's own motion to clarify our opinion on rehearing dated December 8,1982;

By said opinion we made an award in the amount of $57,204.05. In doing so it was our intention that said sum be awarded in addition to the $39,794.00 which we had previously awarded the Claimant on February 24, 1982. The total award to the Claimant in the case therefore was intended to be and is $96,998.05, the scaled down amount claimed noted on page one of our opinion of December 8, 1982.

By way of clarification, it is hereby ordered that Claimant be, and hereby is, awarded the sum of $96,998.05.

ORDER ON MOTION TO WITHDRAW MOTION FOR CONSIDERATION

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to withdraw its motion for reconsideration. Respondent's motion to withdraw sets forth that Claimant has now evidenced that it has paid its subcontractors and therefore the question raised by Respondent in its motion for reconsideration is moot.

Respondent's motion to withdraw its motion for reconsideration is hereby granted and the Court's order of December 17,1982, granting an award is hereby confirmed.

(No. **80-CC-0186—Claimant awarded $1,800.00.)**

BRIAN DE VAN, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed October 4, 1982.

WILLIAM J. MCGANN, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—state has no duty to pedestrians not lawfully on highways.

SAME—broken sewer grate—stepped into by poke officer—award granted. **City police officer was lawfully walking on highway in performance of his duties after making traffic stop and was entitled to grant of award for injuries he sustained when he stepped through broken sewer grate, as grate was within maintenance jurisdiction of State and officer suffered out-of-pocket loss in paying resulting medical bills.**

HOLDERMAN, **J.**

This matter comes before the Court on joint stipulation of the parties to an award of **$1,800.00** in favor of Claimant as and for personal injuries suffered by him on August 10, **1978.** The Court being fully advised hereby finds as follows:

1. On August **10, 1978,** at 2:00 a.m., Claimant, a Chicago police officer, pulled a traffic violator to the east shoulder of the northbound local lanes of Interstate Highway **94,** the Dan Ryan Expressway, at approximately **3100** South in Chicago, Illinois.

2. Claimant exited his squad car and walked to the violator's vehicle along the driver's side of both cars. After issuing a warning, he returned to his squad car by the same route.

3. En route to his squad car, Claimant stepped into a broken storm sewer grate situated in the rain gutter

between the shoulder and the extreme right hand travelled lane.

4. As a result of stepping into the broken sewer grate, Claimant suffered contusions and sprains of his left ankle, and cervical and lumbar spines.

5. Claimant did not see said grate because he was concerned with avoiding being hit by oncoming high-speed traffic.

6. Although pedestrians are specifically prohibited by law from entering upon limited access highways, Claimant was, as a law enforcement officer engaged in the performance of his duties, lawfully upon the highway at the time of the accident.

7. The storm sewer was within the maintenance jurisdiction of the Illinois Department of Transportation.

8. That Claimant lost no wages but incurred $635.00 in medical bills, all but $73.00 of which were paid out of pocket and uncompensated by insurance.

9. That based on the nature and extent of Claimant's injury and the amount of proven special damages, $1,800.00 is a fair award for full and final settlement of the claim.

10. That notwithstanding this order, this Court does not hold that Respondent owes a duty to maintain its highways in a safe condition for pedestrians not lawfully upon them.

(No. 80-CC-0390—Claim denied.)

BOARD OF EDUCATION OF THE ILLINOIS VALLEY CENTRAL UNIT DISTRICT #321, PEORIA COUNTY, ILLINOIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion on motion for summary judgment filed July 10, 1981.

Supplemental opinion filed August 12, 1982.

Order on motion to reconsider filed December 21, 1982.

KERR AND EDMONDS, P.C. (JOHN P. EDMONDS, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—***rehearing petitions—requirements.*** Rules of Court of Claims require that rehearing petition state briefly points supposed to have been overlooked or misapprehended by Court, with authorities and suggestions concisely stated in support of points.

SCHOOLS—***transportation fund charges improperly denied—fund exhausted—claim denied.*** Notwithstanding fact that State improperly denied Claimant's charges to transportation fund for operation of school buses and transportation of students in its district, claim was denied as funds for payment of claim had been exhausted and Court of Claims had no authority to appropriate funds on its own to satisfy requirements of School Code.

ROE, C.J

This cause is before the Court on Claimant's motion for summary judgment, the response thereto filed by the Respondent, and Claimant's motion to strike that response. On May 12, 1981, the Court heard oral arguments on the motions.

The circumstances which gave rise to this claim were set forth in the complaint as follows. Under the authority granted by section 10—23.4 of the School Code (Ill. Rev. Stat., ch. 122, par. 10—23.4), the Claimant owns, operates, and maintains a number of school buses for the transportation of students in its district. Claimant maintained on its payroll a full-time director of transportation

and other full-time personnel to administer its transportation program. Their duties essentially were said to include: (a) developing bus routes and assigning students, (b) writing specifications for bidding on new buses, (c) arranging the purchase of new buses and sale of old buses, (d) recruiting and training drivers, (e) maintaining accounting functions for the transportation fund, (f) maintaining records of total days of transported pupil enrollment (over or under 1½ miles, total miles travelled, and individual pupil bus riders), (g) administering to the operation and maintenance of a private fleet, (h) administering transportation insurance programs, (i) handling parental complaints, and (j) handling extra-curricular activities.

Pursuant to section 17—8 of the School Code (Ill. Rev. Stat., ch. 122, par. 17—8), Claimant commenced making charges to the transportation fund in the 1967-1968 school year for salaries and related expenses. For the school year 1974-1975 the audit section of the Illinois Office of Education for the first time disallowed $42,842.03 of Claimant's charges and reduced Claimant's claim for that year by that amount. Similarly, for the school year 1975-1976 the audit section disallowed $25,102.91 of charges and reduced the claim by that amount for a cumulative total of $67,944.94. Claimant has previously presented and appealed its claim to the transportation fund audit section which denied its claim. A similar suit filed in a circuit court was dismissed for lack of jurisdiction.

The complaint does not clearly indicate the reason relied upon for the denial of the charges. It states that no challenge was made as to the amounts of administrative salaries or other amounts. Attached to the complaint is a letter from Joseph M. Cronin, State Superintendent of

Education, which the complaint describes as being a rejection letter. On its face however, it says very little. Without more its relevance is questionable. Also attached to the complaint was what was described as the "Illinois Financial Accounting manual for Local School Systems; circular series A, No. 246,1969 and revised January 1972, Section IV, subsections 501.0, 501.1, 502.16, 503.1, 507.1 and 512.1." However the Court has checked with the clerk's office and finds that only copies of subsections 501.0, 501.1, 501.2, 501.3, 501.7, and 501.9 were actually filed. Regardless, Claimant states that these are instructions to the school districts in this State for salaries in various instances to be pro-rated. The relevancy of these directives is not stated.

Based upon this information the complaint conclusively alleges that Respondent has relied upon inconsistent and unreasonable standards in denying Claimant's charges because of an alleged discriminatory effect of treatment of large and small school districts. It .also concludes that said denial is clearly violative of the legislative mandate of section 17—8 of the School Code. Ill. Rev. Stat., ch. 122, par. 17—8.

The Respondent filed no answer to the complaint other than a general denial of the facts which occurred by lapse of the 60 days pursuant to Rule 10.

The motion for summary judgment and accompanying memorandum adds little information as to why the claims were disallowed. It states:

"Apparently, the only authority for disallowing these claims is an *internal policy determination* made by Respondent's audit section and *not* pursuant to any formal rulemaking procedure. In fact, it is apparently Respondent's position that its new policy, which became effective in the 1974-1975 school year, provides that salary expenditures for personnel other than school bus drivers and maintenance personnel are nonclaimable." (Claimant's own emphasis)

Nine months later an objection to the motion for summary judgment and a renewal of said motion were filed, the two apparently having crossed in the mail. Claimant subsequently filed a motion to strike Respondent's objection on grounds of tardiness. Although Respondent's objection was clearly filed beyond the time limit, we reluctantly deny the motion to strike in the interests of judicial economy and efficiency. This case presents a situation not heretofore faced by the Court. By looking strictly at Claimant's pleadings we would be forced to remand the case to a commissioner for a full hearing because there is insufficient information contained in said pleadings to sufficiently apprise us of the facts involved and to convince us that Claimant is entitled to judgment as a matter of law. By allowing the objection to be filed much time and expense will be saved.

From the objection to the motion for summary judgment which is 24 pages long including the departmental report we are able to ascertain why the Board of Education denied the claim. Respondent apparently relied on section 29—5 of the School Code (Ill. Rev. Stat., ch. 122, par. 29—5) as authority for determining what costs it would and would not pay. According to that statute the State Board of Education shall prescribe uniform regulations for determining *standards* for reimbursement for transportation *as described in said section,* forms of cost accounting and standards for determining reasonable depreciation. After having reimbursed Claimant for the items which are the subject of this suit for many years, the Board issued what is termed "Instructions for Completing Annual Claims for Pupil Transportation for the 1974-1975 and 1975-1976 school years." It was upon these instructions that Respondent relied to disallow the costs claimed.

We find that Respondent exceeded the authority granted by section **29—5** of the School Code (Ill. Rev. Stat., ch. **122,** par. **29—5)** in utilizing it to determine on its own what costs it would and would not reimburse. That statute sets forth a formula for reimbursement. Specifically it sets out which pupils are covered and how to arrive at the amount of reimbursement. In several places it refers to costs of transportation. **As** Claimant correctly points out, the costs of transportation are defined in section 17—8 of the School Code (Ill. Rev. Stat., ch. 122, par. 17—8).It provided as follows:

"Section 17—8. Transportation costs paid from transportation fund. Any transportation operating costs incurred from transporting pupils to and from school and school sponsored activities and the costs of acquiring equipment shall be paid from a transportation fund to consist of moneys received from any tax levy for such purpose, state reimbursement for transportation, all funds received from other districts for transporting pupils and any charges for transportation services rendered to individuals or auxiliary enterprises of the school.

For the purpose of this Act 'transportation operating cost' shall include all costs of transportation except interest and rental of building facilities."

The section of the School Code relied upon by Respondent for authority to determine which costs would and would not be reimbursed does not purport to define ***what*** costs shall be reimbursed. It provides for ***how*** the costs, as defined in section 17—8, shall be reimbursed and ***how much*** of these costs shall be reimbursed. The State Board therefore was only authorized to set up regulations regarding standards for applying the formula. The legislature by section 17—8 has already stated what costs would be covered and nowhere does the statutory scheme provide authority to the State Board to do so.

The next issue is whether or not the type of costs which are the subject of this claim are within the definition of section 17—8. These costs are for a full-time director of transportation and other full-time personnel whose duties were described above. These types of

items do not represent interest or rental of building facilities. Therefore they are proper items for compensation. Also claimed are charges relating to storage of buses when not in use. There is nothing in the record to indicate whether or not the buses were stored in rented building facilities. If so then they would not be compensable; if not then they would be.

The fact that the State is not responsible for all costs of school district transportation systems and that there are other sources from which they can be paid (as stated in section **17—8)** is not relevant to the issues of this claim other than the amount of damages. Section **17—8** states what costs the formula set out in section 29—5 applies to. The State is responsible for that amount. The balance shall be obtained from other sources. The same is true with respect to the fact that the State Board is not involved in school district budgeting.

We also note that the expenses that are the subject of this claim were not disallowed for the school districts in Du Page County, yet the statute relied upon by the State Board to disallow these costs to the other districts explicitly requires that ***uniform*** regulations be formulated. An exemption for one county is not uniform application. Apparently this exemption arose out of a decision of the circuit court of Du Page County entitled ***Board of Education, Salt Creek School District No. 48, Du Page County, lllinois v. Bakalis.*** Insofar as this decision purports to order payment of State funds for violations of the School Code it is void for lack of jurisdiction. Therefore, contrary to the State Board's interpretation, it is not binding in that county or any county.

We hold that Claimant is entitled to summary judgment on the issue of liability alone. We find that the

record presently does not contain sufficient information for us to determine the amount of damages. The data submitted as proof of the amount of damages is inconclusive, vague, and largely illegible. We feel that an accurate measure of damages would best be ascertained at a hearing before a commissioner or by stipulation. The evidence presented should include proof as to exactly what the cost incurred was, the amount of this cost, and the amount compensable by the State as determined by application of the formula in section 29—5 of the School Code. (Ill. Rev. Stat., ch. 122, par. 29—5.) Any objections to said costs, arising out of an audit or otherwise, not rendered irrelevant by this opinion should be made at the hearing.

The clerk of the Court of Claims is hereby directed to assign this claim to a commissioner.

SUPPLEMENTAL OPINION

ROE, C.J.

On July 10, 1981, an opinion was filed in this matter following oral argument before the full Court wherein we granted Claimant's motion for summary judgment on the issue of liability and remanded the case to a commissioner for a hearing on the issue of damages.

Prior to the start of the hearing, a stipulation as to the amount of damages was entered into and read into the record at the hearing. With respect to the 1974-1975 school year, it was agreed that the costs incurred for K through 12 were $18,223.53 representing salaries, $5,400.00 representing contractual services, and $237.11 representing travel. Those three figures total $23,860.64. A proration figure of 80.591864 per cent was applied, reducing the sum to $19,229.73. With respect to the same school year, the parties stipulated to the following figures

for the area of special education: $1,462.30 for salaries and $600.00 for contractual services, for a total of $2,062.30 to which a proration percentage of 97.265885 was applied, reducing the sum in this area to $2,005.91. The total of the two amounts for the 1974-1975 school year was then stipulated to have been $21,235.64.

With respect to the 1975-1976 school year, it was agreed that the costs incurred for grades K through 12 were $20,190.35 for salaries, $5,400.00 for contractual services, and $282.60 for travel. The sum of those three figures is $26,190.35 to which a proration of 77.819408 per cent was applied, reducing the sum to $20,381.18. Also in the 1975-1976 school year, in the area of special education, the cost incurred for contractual services only was $600.00 to which a proration of 91.48656 per cent was applied, thus reducing the amount to $548.92. The total of both figures for 1975-1976 is $20,930.10.

The combined total of damages for both school years is $42,165.74. In our opinion of July 10, 1981, we directed the clerk of the Court of Claims to assign the case to a commissioner to ascertain the type of costs incurred, the amount of the costs, and the amount after the proration formula was applied, suggesting that this evidence be obtained at a hearing or by stipulation. While we are not bound by stipulations between parties such as the one at bar, we will not reject them out of hand. Based upon the record before us we concur in the amounts arrived at.

However, subsequent to our finding of liability in our opinion of July 10, 1981, Respondent has shown that an insufficient amount of funds lapsed from which this claim could have been paid. Because of the nature of the funding scheme involved in this matter, all of the moneys appropriated for such expenditures have been exhausted.

When the combined costs of all the school districts in the State exceed the amount appropriated, section 29—5 of the School Code (Ill. Rev. Stat. 1975, ch. 122, par. 29—5) provided for apportionment and that was the situation for the years involved in this case. Had the expenses for which this claim has been made not been rejected by Respondent, Claimant would have been compensated at the prorated per cent. Because these expenses were not allowed, the funds were divided up accordingly, giving the other districts more than they were entitled to. Therefore, despite the equities involved, we are constrained to deny this claim.

ORDER ON MOTION TO RECONSIDER

ROE, C.J.

This matter is before the Court on the Claimant's motion to reconsider and the State's response thereto, due notice having been given, and the Court being fully advised;

On July 10, 1981, an opinion was filed in this case following oral argument before the full Court wherein we granted the Claimant's motion for summary judgment on the issue of liability or in the nature of declaratory relief and remanded the case to a commissioner for a hearing on the issue of damages. On August 12, 1982, we issued a follow-up opinion wherein we found that the Claimant suffered damages in the amount of $42,165.74. However, because of the funding scheme involved, all of the money appropriated by the legislature with which this claim could have been paid had been exhausted. Therefore, despite the inequities we were constrained by law to deny the claim.

Claimant promptly moved for reconsideration and oral argument before the Court *en banc* was again held.

The circumstances giving rise to this claim have been recited in our two previous opinions and it is unnecessary for us to review them here. Rule 22 of the Rules of the Court of Claims, dealing with rehearings, provides in pertinent part as follows:

"The petition shall state briefly the points supposed to have been overlooked or misapprehended by the Court, with authorities and suggestions concisely stated in support of the points."

We will address the points raised in the motion for reconsideration and at the oral argument separately.

First, Claimant pointed out that it was the only school district beset with the problem of wrongful denial of reimbursement of funds. Due to the time period involved no other district can now come before us and make a similar claim and no other claims are pending. It is a unique situation now. We agree with the Claimant that there exists no flood of litigation aspect in this situation but that is not a problem. The problem is lack of appropriations to pay the claim. Were there sufficient monies lapsed, 100 or so additional claims would make no difference.

Claimant also referred to the hearings on damages before the commissioner to whom the claim was assigned following our opinion of July 10,1981. It pointed out that there was a stipulation entered into as to the amount of damages. It also alluded to a recommendation by the commissioner which was purported to be in its favor. It is the policy of this Court that the judges do not make public recommendations of commissioners. Although we are not bound by stipulations by the parties or commissioners' recommendations, we did find that Claimant was damaged in the amount stipulated to. (See our opinion of August 12, 1982.) This point was not overlooked or misapprehended. There were no funds remaining out of which we could make an award.

Claimant also pointed out that it made every effort to proceed with this claim as fast as it could but there was substantial delay on the part of the Respondent. It suggested that if perhaps the claim had proceeded more quickly the money would still have been available. This claim was filed on October 9, 1979. Because of the apportioned payout situation this claim would have had to have been disposed of by this Court before the funds had been exhausted. This date does not appear in the record. We would have had no authority to enjoin the Respondent from making the payment anyway. Regardless, the argument is irrelevant because there are no such funds available now and we have no authority to order them paid back, reapportioned, and paid out again nor can we order Respondent to issue credits or make deductions to future reimbursements. That Claimant may have had the funds at one time and the Respondent may have taken them away, as Claimant represented to the Court at oral argument, also does not change the predicament. Claimant further represented to us that based on our first opinion in this case Respondent did pay Claimant the amounts sought for the next three school years subsequent to the two that are the subject of this claim. While these years are not at issue here, we can only speculate that the reimbursement was sufficiently funded that no apportionment need be made and sufficient funds remained in some nonlapsing account. This too does not change the matter before us now.

None of the points raised is sufficient to overcome the basis of our opinion of August 12, 1982, wherein we concluded, consistent with our opinions where there was an absence of or inadequate amount of funds remaining for which claims are made, that in such a situation we are constrained by law not to make an award. Our conclusion is consistent with article VIII, section 2b of the

Constitution of 1970 and section **30** of the State Finance Act (Ill. Rev. Stat., ch. 127, par. **166).** We have no authority to appropriate funds on our own to satisfy the requirements of the School Code. ***(Moorleghen v. State*** (1978), ***33*** Ill. Ct. Cl. 159.) It is a matter of legislative prerogative.

Motion for reconsideration denied.

(No. 80-CC-0492—Claimant awarded $8,000.00.)

SUSAN HAGGARD and **JAMES WITZEL,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order on motion to dismiss filed February 26, 1982.

Opinion filed June 13, 1983.

MCROBERTS, SHEPPARD, MCROBERTS & WIMMER, P.C. (WILLIAM L. WIMMER, of counsel), for Claimant.

NEIL **F.** HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*water* on *highway—car overturned—claim allowed.* Claimant granted award for injuries and property damage sustained when car went out of control after hitting portion of highway covered with water, as evidence established that Claimant was not negligent, and that State had adequate warning that flooding conditions existed at that location but negligently failed to erect any warning signs to alert motorists of the danger.

ORDER ON MOTION TO DISMISS

POCH, J.

This matter comes before the Court on the motion of the commissioner to dismiss Count II of the complaint as to Claimant, James Witzel, for failure to appear before Commissioner Robert J. Hillebrand for a hearing

on July 1, 1981. Due notice having been given to James Witzel.

It is hereby ordered that Count II of the Complaint as to Claimant, James Witzel, be dismissed for failure to appear and proceed at the scheduled hearing on July 1, 1981.

OPINION

POCH, J.

Claimant in this action seeks damages for personal injuries and damages to her personal property when she drove her car into an accumulation of water on a State highway.

At a hearing before a commissioner of this Court, Claimant testified that on Sunday, July 2, 1978, at approximately 10:40 a.m., she was driving her car west on Illinois Route 161 in St. Clair County. She was driving about 50 m.p.h. and was on her way to Belleville, Illinois. It was a clear day. The highway is a two-lane blacktop surface road, and as Claimant approached the intersection of Illinois Route 158, about one-quarter mile east of the intersection, there is a slight depression in Route 161 where Ash Creek flows under the road. This depression was full of water about eight inches deep and 30 to 40 feet long, which covered both lanes of the highway. There were no signs of any kind warning traffic of this condition.

As Claimant approached the intersection, she began to slow down for the stop sign at Route 158. She testified that she first saw the water when she was about three feet from it; before that she did not see anything that would indicate any water standing on the highway. Her car hit the water, lifted off the surface of the road, skidded,

rolled over end-to-end once and sideways twice, and came to rest off the road.

Claimant was thrown out of the car about 40 feet and landed face down in a pool of water off the shoulder of the road. She suffered cuts to her neck, a sprained ankle and numerous bruises. She was knocked unconscious for about 15minutes. She was taken by ambulance to Memorial Hospital in Belleville, where glass was removed from her neck and the lacerations stitched. She remained in the hospital until July 4, 1978. She remained under the care of a neurologist until July 13, 1978, and experienced spasms in her neck for about two months after the accident.

Claimant testified she had never suffered any prior injuries to her neck or shoulder. She now experiences spasms and pain in her neck about once a month, which lasts about two hours. As a result of the accident, she has scars on her neck and left shoulder.

Claimant testified that she had driven on Route 161 through the site of the accident on her way to work twice a day for a period of two months prior to July 2, 1978, and had never seen water standing in this area during that time.

The site of the accident is immediately south of Scott Air Force Base. Records from Scott Air Force Base showed that 1.72 inches of rain fell on July 2, 1978.

George Huckman, a civil engineer with the Illinois Department of Transportation, testified that he had been responsible for field maintenance over the area that included the accident scene. He described the drainage condition for a watershed known as Loop Creek, which flows in an easterly direction and lies south of the accident scene.

Ash Creek flows southerly through Scott Air Force Base and into Loop Creek. A record from the Department of Transportation showed that Loop Creek flooded severely enough to close Route 158 about 1.5 miles south of Route 161 on March 13, 21 and 24, 1978, and that Ash Creek flooded also on each of those dates. He expressed his opinion that the 1.72 inches of rainfall recorded at Scott Air Force Base on July 2, 1978, might or could have caused flooding on Ash Creek at the scene of the accident.

The State had adequate warning of the recurring flooding conditions on Route 161 at Ash Creek, yet it failed to place any signs warning of the water over the roadway. *National Bank of Bloomington v. State* (1980), 34 Ill. Ct. Cl. 23, 25.

The Court finds that the State's negligence was the proximate cause of Claimant's accident. The negligence of the State in permitting the water to be on the road was the proximate cause of the accident since there is no evidence of any act of negligence on the part of Claimant.

The uncontradicted evidence shows that Claimant has had pain and discomfort ever since the accident for which she is entitled to recover.

It is the opinion of this Court that Claimant be awarded damages in the sum of eight thousand ($8,000.00) dollars.

(*No*.80-CC-0595—Claimant awarded $141.00.)

J. J. ALTMAN & COMPANY, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 1, 1982.

STERLING AND ALTMAN, P.C. (GLENN A. ALTMAN, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—***rock thrown by mower—car damaged—claim allowed.*** **Award granted on *res ipsa loquitur* theory where State worker was mowing along highway and rock was thrown against Claimant's automobile by mower, since instrumentality which caused damage was in control of State, Claimant did nothing to contribute to damage, and damage would not have occurred except** for **State's failure to warn about mowing or prevent foreign objects from being thrown by mower.**

ROE, C.J.

This claim arises from an accident which occurred while Respondent's employee was mowing brush along a public highway. On August **24,** 1979, Claimant's employee was driving an automobile owned by Claimant on Lake Drive along the boundary to Frank Holten State Park near East St. Louis, Illinois. Kevin Ellis, an employee of the Illinois Department of Conservation, was operating a hog mower in the park area adjacent to Lake Drive. Some foreign object, either a rock or piece of wood, was thrown by the mower against the Claimant's automobile. The cost of repair was **$141.00.**

Neither party introduced any evidence at the hearing but rather submitted the case by stipulation upon the facts recited above. Claimant argues that these facts support judgment in its favor on the doctrine of ***res ipsa loquitur.***

Respondent, as the owner of the real estate along Lake Drive at the site of the occurrence, had a duty to

take reasonable precautions against possible injury or damage to persons on the adjacent highway caused by any hazardous activity on the real estate. (*Andronick v. Danisxweski* (1932), 268 Ill. App. 543; *City of Joliet v. Harwood* (1877), 86 Ill. 110; *Village of Jefferson v. Chapman* (1889), 127 Ill. 438.) The doctrine of *res ipsa loquitur* may therefore be invoked to allow the trier of fact to infer that Respondent breached its duty to Claimant if the instrumentality which caused Claimant's damages was under the control or management of Respondent, if Claimant did not contribute to the damages, and if the damage was such that it would not have occurred except for negligence by Respondent's employee. *Smith v. General Paving* Co. (1978), 58 Ill. App. 3d 336,374 N.E.2d 1134.

The facts to which both parties have stipulated show that Respondent had complete control of the mower. No evidence whatsoever was offered as to any action by Respondent to warn about the mowing or to prevent any foreign objects from being thrown by the mower. "When a thing which has caused an injury is shown to be under the management of the party charged with negligence and the accident is such as in the ordinary course of things will not happen if those who have such management use proper care, the accident itself affords reasonable evidence, in the absence of an explanation by the parties charged, that it arose from want of proper care." (*Feldman v. Chicago Railways Co.* (1919), 289 Ill. 25, 34; *Westchester Fire Znsurance Co. v. State* (1972), 27 Ill. Ct. Cl. 327, 329.) No such explanation was offered by Respondent.

It is hereby ordered that damages of $141.00 be and hereby are awarded to the Claimant.

(No. 80-CC-0718—Claim denied.)

ERVIN J. BARKER, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed October 14, 1982.

WILLIAM J. MCGANN, for Claimant.

TYRONE C. FAHNER, Attorney General (JAMES HOFERT, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*collision* ***claim not proven—cause dismissed.*** Claimant's action for damages arising from alleged rear end collision dismissed as record failed to disclose any rear end property damage to Claimant's vehicle or any front end damage to vehicle which belonged to State, and testimony of State official, to whom automobile in question had been assigned, showed that vehicle was not at scene of alleged accident at time alleged by Claimant, and that earlier on same day Claimant had been involved in altercation at place of State official's employment.

HOLDERMAN, J.

Claimant filed a claim for personal injuries he allegedly suffered as a result of an automobile accident on March 1, 1979.

Claimant testified that on March 1, 1979, he was proceeding in a southerly direction upon the Dan Ryan Expressway at 4900 south in Chicago. At exactly 5:36 p.m., while his vehicle was stopped for traffic, he was struck in the rear by another vehicle. Claimant got out of his vehicle and spoke to the driver of the vehicle which allegedly struck his vehicle in the rear. The other driver denied striking Claimant's vehicle and left the scene. Claimant noted the type and color of the other vehicle, noted the seal on the vehicle and its license number. A report was later made by Claimant to the Secretary of State and to the police department.

According to Claimant's testimony, the steering wheel of his vehicle was cracked by the impact and he suffered a headache which persisted for three days. He went to a doctor who prescribed Tylenol. The doctor's bill was $50.00.

Respondent produced several witnesses, one of them being Tyrone Harris, an auto theft investigator for the Secretary of State, who admitted that the vehicle in question was assigned to him on March 1, 1979. He testified that on that date he was assigned to crowd control at the Secretary of State facility at 157 N. Wells in Chicago and did not leave that facility until 5:46 p.m. He testified that his vehicle had been parked on Wells Street near the Secretary of State's office all that day, and that during the day, he and fellow investigator, Lawrence Johnson, had an altercation with an individual who was trying to get into the facility after closing hours, and they were forced to eject the offender, who is the Claimant in this cause. Secretary of State Investigator Lawrence Johnson testified that he and Investigator Harris had an altercation that day with an individual, and that he left the facility with Harris about 5:45 p.m.

Anita Hussos, a clerk and typist for the Secretary of State, testified that on March 1, 1979, she left that facility with Investigator Harris at approximately 6:00 p.m., having typed a report of the altercation incident as dictated by Investigator Harris, and that the typing took place between 5:15 p.m. and 6:00 p.m.

Respondent introduced a radio log sheet of the Secretary of State vehicle for March 1, 1979. It indicated that Investigator Harris called in at 5:46 p.m. to report that he was in his vehicle.

The record fails to disclose any rear end property damage to Claimant's vehicle nor was there any evidence showing front end property damage to Respondent's vehicle.

Claimant having failed to prove his case, this claim is denied. Case dismissed.

(No. 80-CC-0787—Claimant awarded $2,000.00.)

MARIAN MILLS, f/k/a Marian Armstrong, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 17, 1983.

KRITZER, STANSELL, CRITSER & WHITMAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

BAILMENTS—*antique buggy lost—contract for display at fair—stipulation—award granted.* Claimant's antique buggy was displayed at State fair museum under contract with *State,* and when buggy was subsequently lost, award was granted Claimant based on joint stipulation of parties by which State admitted liability and agreed to award of appraised value of buggy.

POCH, J.

This claim comes before the Court upon a joint stipulation of the parties which states as follows:

The State of Illinois and Marian Mills, Claimant in this matter, contracted in **1966** to display Mrs. Mills' antique storm buggy in the State Fair Farm Museum on behalf of the Department of Agriculture. The buggy was displayed from **1966** until **1970** when the Illinois State Fair Farm Museum was razed. At that time the State of Illinois requested permission to store the buggy in another location until the museum was rebuilt. The buggy was stored in the Buffalo Barn on the State Fair property until **1972,** when it disappeared. The buggy was not located in a State Fair property inventory in **1979.**

The State of Illinois concedes liability in this matter to the extent agreed upon in the joint stipulation. The State of Illinois and the Claimant agree to the value of the buggy as being $2,000.00. There were attached to the joint stipulation two estimates indicating that $2,000.00 is a fair sum for the buggy. Both parties agree to the granting of an award in the amount of **$2,000.00.** There has

been no other evidence presented, and briefs were waived.

Both parties have agreed that this award will constitute full and final satisfaction of the claim herein or any other claim arising out of the same occurrence.

While this Court is not necessarily bound by a stipulation such as this, it has no desire to interpose a controversy where none appears to exist. The stipulation submitted by the parties appears to be entered into freely and fairly, and its contents appear to be reasonable. The Court, therefore, finds no reason not to accept it and follow its recommendation of an award for $2,000.00.

It is hereby ordered, that the Claimant, Marian Mills, be awarded the amount of $2,000.00 in full and final satisfaction of this claim.

(No. **80-CC-1415—Claimants awarded $2,000.00.)**

RICHARD and EMILY KRUEGER, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 21, 1982.

ARNOLD AND KADJAN, for Claimants.

TYRONE C. FANNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*snow removal—damaged fences—stipulution—claim allowed.*
Award was granted to Claimants for damage to fences which occurred when State snowplows were engaged in snow removal adjacent to fences.

POCH, J.

This matter coming before the Court on stipulation of Respondent to the entry of an award in favor of Claimants in the amount of two thousand dollars ($2,000.00) as and for damage to Claimants' fences incurred by Respondent's negligent acts or omissions in removing snow from Route 64 adjacent to said fences between January 5 and February 20, 1979, the Court being otherwise duly advised in the premises; now, therefore, it is hereby ordered that Claimants be and are hereby awarded the sum of two thousand dollars ($2,000.00) in full and final settlement of their claim.

(No. 80-CC-1432—Claimant awarded $4,867.54.)

EDWARD M. KAFKA, Claimant, *v.* THE STATE OF ILLINOIS, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, and THE UNIVERSITY OF ILLINOIS, Respondents.

Opinion filed July 1, 1982.

MOHAN, ALEWELT & PRILLAMAN, for Claimant.

CHARLES L. PALMER, for Respondents.

STATE EMPLOYEES BACK SALARY CLAIMS—wrongful *discharge—award granted.* Clainiant was hired by State University as research associate and wrongfully discharged by supervising professor when research project was modified, and Claimant had no duty to accept offer to allow Claimant to resume employment if he waived certain rights, and therefore entitlement to damages was proven and award was granted for difference between contractual salary and nionies Claimant actually received.

SAME—*wrongful discharge—no* entitlemetit to *vacation pay.* Contract under which Claimant was employed and subsequently discharged did not provide for collection of money in lieu of vacation time, and therefore claim for vocation pay following wrongful discharge was denied.

SAME—*interest on past due salary disallowed.* Interest is not allowed on awards in absence of specific statutory provision, and since no statute applied to case in which Claimant was wrongfully discharged from employment, interest on past due salary was disallowed.

HOLDERMAN, J.

Claimant alleges a breach of employment contract between himself and the State of Illinois, acting through the University of Illinois, and one of its professors, Rudolph G. Mortimer. Claimant seeks to recover for the full contract amount, less the monies actually received by him, and, in addition, pay for unused vacation and statutory interest.

Claimant, in response to a newspaper advertisernent, applied to professor Mortimer for the position of research associate under the supervision of professor Mortimer. Following his application and an interview with the professor, Claimant was appointed to the position by the University of Illinois Board of Trustees for the period of March 26, 1979, to March 25, 1980, at a salary of $14,700.00 *per annum.* Professor Mortimer testified that Claimant's duties contemplated at that time were to coordinate activity in five midwestern States regarding a study and experiment on taxicab fleets concerning decelerating lamps on the rear of said taxis.

It developed in 1979 that several of the States selected to participate in this program were not interested and as a result, the program had to be abandoned. Discussions were then held regarding the possibility of the study being conducted in California. Negotiations concerning the possible move centered around cost of living adjustments in Claimant's salary and travel expenses. The parties could not reach an agreement on these issues so the Claimant did not go to California.

It appears from the record that the personal relationship between Claimant and professor Mortimer began to rapidly deteriorate.

During the pay period from September 27, 1979, through October 20, 1979, a total of $415.89 was deducted from Claimant's paycheck. Deductions were also made for the pay periods of November 30, 1979, through December 5, 1979, and December 10, 1979, through December 20, 1979, in the total amount of $572.48.

Professor Mortimer authorized and directed the deductions made through December 5, 1979, when he concluded that Claimant was not performing his duties during the hours for which the deductions were made. This conclusion was based primarily upon the fact that Claimant was not at his desk during the hours in question. Professor Mortimer, however, testified that he did not know whether Claimant was working on his project in other places during these hours. The testimony indicated that some of Claimant's duties did require him to work in places other than his office. Claimant testified that at all times in question he was performing his assigned duties. It therefore appears the deductions made were improper.

The deductions from December 10, 1979, through December 20, 1979, were made because professor Mortimer discharged Claimant in early December. Professor Mortimer testified that the reason for the termination of employment was because Claimant would not move to California under the terms set out **by** the professor, and that he considered Claimant to be incompetent, arrogant, and did not perform his assigned duties.

It appears from the record that the professor did not have the authority to discharge Claimant and the Respondent has admitted the ineffectiveness of the discharge.

After it was discovered that professor Mortimer did not have the legal authority to terminate Claimant's em-

ployment, Claimant was asked to return to work. He was told that he would have to relinquish any claim for the monies that had been deducted from his salary during the period of his absence from December 7, 1979, until he was asked to return and that the surrender was necessary before he could be placed back on the payroll. The Claimant takes the position that he was wrongfully discharged and that the condition for his resuming his employment was the surrender of certain rights. (15 *Illinois Law & Practice,* Damages.) If the new offer amounts to an offer to modify or waive the rights the employee has under the terms of the original contract, the employee may refuse to accept the offer without diminishing his damages. See 44 A.L.R.3d, *Employment,* p. 640.

The record is clear that Claimant could only return to work by giving up his claim for those monies withheld from him prior to January 4, 1980. It is the Court's opinion that he was under no duty to accept the offer to return to work and surrender certain rights.

It is the opinion of this Court that Claimant has proven he is entitled to damages in the amount of $4,867.54, which amount is the difference between the full contractual salary, $14,700.00, less the monies actually received by Claimant of $9,832.46, which figures were stipulated to by the parties of this suit.

The evidence of an attempt to mitigate his damages by additional work is meager but uncontradicted. Claimant testified that he did seek to find additional employment but he did not elaborate on what he actually did. He stated that a considerable portion of his time was spent in preparation of this law suit.

Claimant also contends he is entitled to additional pay for unused vacation. Under his contract of employment and university policy, Claimant was entitled to paid

vacation during the employment period. He was not entitled to accrue vacation time and collect money in lieu of vacation. Therefore, his claim for vacation pay is denied.

Claimant's claim for interest on past due salary is disallowed. In *Toombs v.* ***State*** (1977), **32** Ill. Ct. Cl. 205, this Court stated that interest on awards is not allowable unless specifically provided for by statute. There **is** not any statute that would apply in the present case.

Award is hereby granted in favor of claimant in the amount of $4,867.54.

(No. 80-CC-1549—Claim denied.)

URBAN J. LOUIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed lune* 23,1983**

WILLIAM A. PRYOR, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—***State's duty to maintain highways.*** Court of Claims has held that State is chargeable with only maintaining roads in reasonably safe condition for purpose for which roads are intended, and in order to recover for injuries related to improper maintenance, Claimant must prove by preponderance of evidence that breach of duty was proximate canse of injuries.

SAME—snow pile at intersection—accident—State not negligent—award denied. Due to pile of snow at intersection, Claimant was forced to pull into intersection to check for oncoming traffic, and when he did so, his vehicle was struck by oncoming car, but award for damages sustained was denied as State did not breach duty of maintaining highways by piling snow in such manner, as severity of storm was such that State would be held to have reasonably decided to attempt to keep highways open by piling snow in that manner.

HOLDERMAN, J.

This claim arises from an automobile accident which occurred on Thursday, March 9, 1978, at approximately 10:30 a.m. at the intersection of Toronto Road and the southbound exit ramp from 1-55 south of Springfield, Illinois.

Claimant was driving his 1978 Honda Civic automobile from his office in Springfield to his home south of the city. This was the route he customarily used and therefore was very familiar with the traffic conditions on said road.

The evidence indicates that between March 6 and March 11, 1978, approximately 11 inches of snow fell in the Springfield area. Since the accident happened on March 9, three days after the snowfall began, and since the snow piled on the side of the highway was already 10 feet in height, the evidence is clear there had been an extremely heavy snowfall. Claimant testified that he did not remember a great deal about the storm and did not know whether it was snowing on the day in question. The snow had been plowed off Toronto Road and also off the southbound exit ramp of 1-55. The greater portion of the removed snow had been piled on the north side of Toronto Road and the east side of the exit ramp so that the pile of snow totally obstructed Claimant's view when he stopped at the intersection at the top of the exit ramp and looked to his left eastward down Toronto Road.

The explanation given for piling the snow in this particular area was that the prevailing winds in this area were from the west and northwest and to pile it west of the highway would only result in it being blown back across the road and necessitate another removal of the same snow. The evidence shows the piled snow had reached a height of up to 10 feet. When Claimant ap-

proached this intersection, he was unable to see the westbound traffic on Toronto Road without pulling the front of his auto out into the westbound lane about six *to* seven feet beyond the edge of the intersection. When Claimant eased his auto out onto Toronto Road that morning to try to look for westbound traffic, he was struck at the driver's door by an auto westbound on Toronto Road.

Claimant, as a result of the accident, suffered injuries to his person and damage to his vehicle.

Claimant testified that he believed the Illinois Department of Transportation cleared the snow from Toronto Road and the exit ramp off 1-55. The evidence shows that the snow on the exit ramp was plowed by Respondent and the snow on Toronto Road was plowed by Sangamon County.

Respondent's position is that the State is not responsible for the accumulation that obstructed Claimant's view. The evidence shows that both Respondent's plows and those of Sangamon County pushed the snow into the area on the shoulder where the pile of snow was located that obstructed Claimant's view.

The issue in this case **is** whether the piling of the snow *so* as to obstruct Claimant's view constitutes negligence and whether Claimant's acts constitute contributory negligence.

The evidence is clear that for several days prior to the accident in question snow had been accumulating in this area so that by the time the accident occurred there was approximately 11 inches on the ground. This heavy snowfall, which occurs only once every few years, necessitated a tremendous amount of work on the part of the State and Sangamon County who were obliged to remove this obstruction to traffic.

The testimony of the State engineer was to the effect that the first priority of the State on occasions such as this is to remove the snow and secure the opening of the highway.

A dilemma is created by such a heavy and extraordinary snowfall. A decision must be made whether to try to maintain the useability of the highway by removing the snow in such a manner that it will not create any additional hazards or to remove the snow by piling it in places where it could be piled until the storm had abated and Respondent had sufficient time to remove the piles of snow which could result in problems for the traveling public. In this instance, the State chose to keep the highway open. The record shows this storm had continued for several days and, as a result of the accumulation of snow, it was necessary to clear the intersection and pile the snow where it obstructed the Claimant's view. This accident occurred on March 9 and, according to the record, the storm continued until March 11, which would indicate that Respondent was so thoroughly engaged in keeping the highways open that it did not have time to remove the accumulation of snow piled on the shoulders of the highways.

The evidence indicates that Claimant also exercised all due care that he could under the circumstances so he was not guilty of contributory negligence.

This Court has held on many occasions that the State is not an insurer against all accidents which occur on its highways, but it does have a duty to keep its roads in a reasonably safe condition. (*National Bank of Bloomington v. State* (1980), 34 Ill. Ct. Cl. 23.) This Court has also 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 that Claimant must, in order to prevail, prove by a preponderance

of the evidence that Respondent breached its duty and that the breach proximately caused the injuries to Claimant. ***Baggett v. State*** (1980), **34** Ill. Ct. Cl. **51.**

In the present case, the record is clear that the area in which the accident occurred had been involved in a heavy snowstorm which lasted for several days and accumulated up to **15** inches of snow, and that the State and other municipal bodies desperately tried to maintain the highways. It is unfortunate this accident occurred, particularly in view of the fact that Claimant was doing everything he could to avoid an accident.

The record does not disclose when or how much snow last fell before the time **of** Claimant's accident. Claimant introduced no evidence as to when or how much snow had fallen prior to the accident but, as above stated, the fact that the snow piled on the east side of the highway was approximately **10** feet in height on the date of the accident, March **9,** clearly indicates there had been a heavy snowfall. Claimant could not recall how long before this accident the pile of snow had obstructed his view or whether it had been present the last time he had used the exit ramp, although he testified he used the same route going to and from his place of occupation. Since the accident occurred on a Thursday morning, presumably Claimant had been on the same exit ramp the preceding day.

The Court is of the opinion that the evidence is clear that due to the length of the storm, which continued even after the date of the accident, and the amount of the snow involved, the State did not have an opportunity to remove the snow bank it had created by piling the snow in the area which obstructed Claimant's view. Respondent, if it had chosen to remove the snow that was being piled, would have diverted its crews to that task rather than opening the highways and would therefore have

caused even greater difficulty for the traveling public. Respondent must be given a reasonable length of time after the highways have been cleared to remove obstructions such as those in this particular case.

To find Respondent responsible for this accident would place the State in the position of being an insurer of all accidents occurring upon its highways and that is not the law of the State of Illinois. It is unfortunate that all of the traveling public did not observe the same rules of traveling that were exercised by Claimant. If such were the case, accidents such as this one would be avoided.

The Court is of the opinion that the State was not negligent in its duty and that it was doing all in its power that could reasonably be expected in situations such as occurred in this case.

Award denied.

(No. 80-CC-1628—Claim dismissed.)

TAMMY D. GRAHAM, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to dismiss filed February *18, 1982.*

Order filed February *8, 1983.*

LEONARD M. RING & ASSOCIATES, for Claimant.

NEIL F. HARTIGAN, Attorney General (SAUL R. WEXLER, Special Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*release* rights against State not *reserved*—*claim* dismissed. State's motion *to* dismiss claim was granted where Claimant executed general release with certain individual defendants in companion case

filed in circuit court without reserving rights against State of Illinois, thereby releasing State from liability.

ORDER ON MOTION TO DISMISS

HOLDERMAN, J.

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

Respondent's motion, filed December **4,** 1980, sets forth that on September **30,** 1980, Respondent served on Claimant interrogatories and a notice to produce certain documents. On January 9, 1981, when Claimant had not responded to the interrogatories and notice to produce, Respondent wrote to Claimant's counsel demanding compliance; Respondent then forwarded a second letter to Claimant's counsel on March **23,** 1981, demanding compliance and on May 19, 1981, during a telephone conversation, Claimant's counsel advised counsel for Respondent that a response would be forthcoming within the succeeding two weeks. Respondent's motion further sets forth that as of the date it filed its motion to dismiss, Claimant had not responded to the interrogatories or the notice to produce.

It is hereby ordered that Respondent's motion to dismiss be, and the same is, granted, and this cause is dismissed.

ORDER

HOLDERMAN, J.

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

Respondent's motion to dismiss sets forth that the Claimant filed a companion case in the circuit court of Coles County, under No. 80-L-22, and thereafter entered into a settlement with the individual defendants and executed a general release to them which expressly released:

". . . all other persons, firms and corporations of and from any and all claims, demands, rights, and causes of action, of whatsoever kind or nature, arising from or by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, loss and damage to property, and the consequences thereof, resulting and to result from an occurrence which happened on or about the 17th day of September, 1979 at or near Route 316 just east of County Road 1420E near Charleston, Illinois."

On September 14, 1979, an Act entitled "Contribution Among Joint Tortfeasors" (P.A. 81-801; Ill. Rev. Stat. 1981, ch. 70. par. 301 et seq.) took effect which provides ***inter alia:***

"(c) When a release or covenant not to sue or not to enforce judgment is given in good faith to one or more persons liable in tort arising out of the same injury or the same wrongful death, it does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless its terms so provide but it reduces the recovery on any claim against the others to the extent of any amount stated in the release or covenant, or in the amount of the consideration actually paid for it, whichever is greater." (Ill. Rev. Stat. 1981, ch. 70, par. 302(c)).

The Court finds that Claimant, having executed a general release not reserving to itself any rights against the State of Illinois, did hereby release the State of Illinois from any liability.

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

(No. 80-CC-2006—Claim denied.)

THELMA LONG, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed April 8,1982.

Amended opinion filed June25,1982.

***Amended opinion filed February* 9,1983**

THELMA LONG, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*award may be made when funds in other account ure transferable.* Where there are sufficient funds in other account which are transferable to account with insufficient balance to pay claim, award can be made even though funds were not transferred prior to close of fiscal year.

SAME—Subsidized adoption payments—claim denied. Provision for transfer of funds to pay claim against account that has lapsed presupposes that accounts involved have not been exempted from application of statute permitting transfer, and where Claimant sought payment for subsidized adoption services, claim could not be paid by transfer since that particular account was specifically exempted from the transfer provision.

ROE, C.J.

This is a claim for subsidized adoption payments allegedly due Claimant for two children who had been under the care of the Department of Children and Family Services prior to their adoption. These services were provided in accordance with a written agreement for subsidized adoption whereby the Claimant was to receive **$169.00** a month for each child. There is no question that satisfactory performance of the services has been completed and verified by the Department. Claimant has alleged in her complaint that she made demand for payment but was refused on grounds that the funds appropriated for such payments have lapsed.

Respondent moved for dismissal on the grounds that, although **$10,993.33** remained uncommitted in the fund at the close of the fiscal year, the balance has been depleted by previous claims against it and that there was no money available to transfer into it. In support of its motion, Respondent submitted the report of the Department which is ***prima facie*** evidence of the facts contained therein pursuant to Rule **14** of the Rules of the Court of Claims. It remains unrebutted and the time for filing objections to the motion to dismiss has passed. The departmental report wholly substantiates the position taken by Respondent.

According to the 1970 Constitution of the State of Illinois only the legislature may appropriate State funds. For us to make an award in this case would be in violation of the Constitution inasmuch as it would constitute granting the Department of Children and Family Services funds to pay obligations above and beyond those appropriated by the legislature. Furthermore, this obligation is in violation of "An Act in relation to State finance" (Ill. Rev. Stat. 1979, ch. 127, par. 166), which prohibits obligating the State to any indebtedness in excess of the money appropriated. Therefore, this claim is denied.

It should be noted, however, that the departmental report states that, although the lapsed balance in the account was insufficient to cover this claim, there were sufficient balances in the same section in other lines for payments for care of children and, had they been able to precisely forecast the need for this type of care in time to have a transfer bill presented to the General Assembly, they could have requested a sufficient transfer. We cannot speculate on this matter of legislative discretion and are bound by law to deny this claim regardless of equitable considerations.

AMENDED OPINION

ROE, C.J.

This cause is before the Court on our own motion to amend our opinion filed April 8, 1982, wherein we denied this claim on the grounds that an insufficient amount of funds lapsed from which this claim would have been paid. Our opinion was based upon a misinterpretation of the departmental report.

The departmental report states in response to question No. 8 as follows:

"The lapsed balance in this account (referring to the account out of which payment could have been made) was insufficient to cover this claim;

however, there were sufficient lapsed balances in this same section in other lines for payments for care of children and had we been able to precisely forecast the need for this type of care in time to have a transfer bill passed by the General Assembly, we could have requested a sufficient transfer froni the $321,080.88 that lapsed in the account entitled 'For Purchase of Foster Care Services' (001-41817-4400-02-00) in this same section. A total of $25,000.00 could have been transferred for this purpose."

Since *Butterfield v. State* (1961), 24 Ill. Ct. Cl. 85, and the enactment of Section 13.2 of "An Act in relation to State finance" (Ill. Rev. Stat., ch. 127, par. 149.2) (the 2% transferability statute), we have held that where there were sufficient funds in another account which were transferable to the account with an insufficient balance, an award could be made even though the funds were not transferred prior to the close of the fiscal year.

Therefore, it is hereby ordered that our opinion of April 8, 1982, be, and hereby is, vacated and Respondent's motion to dismiss is hereby denied.

AMENDED OPINION

ROE, C.J.

This is a claim for monthly payments allegedly due Claimant, Thelma Long, under a subsidized adoption agreement with the Department of Children and Family Services. Through administrative error, Claimant received no payments from the Department for March, April, May and June, 1979. By the time the oversight was discovered, the fiscal year had ended and the Department was no longer able to make these payments.

The Respondent filed a motion to dismiss on the grounds that there was no money remaining in the designated appropriation line item out of which the Department would have paid this claim. We denied that motion, citing *Butterfield v. State* (1961), 24 111. Ct. Cl. 85, and section 13.2 of "An Act in relation to State finance" (Ill. Rev. Stat. 1981, ch. 127, par. 149.2) as authority for the Court to make an award in cases where there are no

funds remaining in the designated appropriation line item. We did not, however, actually make the award to Thelma Long.

The amended opinion denying the Respondent's motion to dismiss stated that where there were funds which were transferable into the account with the insufficient balance, an award could be made even though the Department had not made the transfer before the end of the fiscal year. However, it is now clear to us that the Department of Children and Family Services did not have the authority to transfer funds into the account involved in this matter, even before the fiscal year ended. This account, Adoption Services, fund No. 001-41817-4400-05-00, is a grant line which has been specifically exempted by the General Assembly from the transfer provision of "An Act in relation to State finance" (Ill. Rev. Stat. 1981, ch. 127, par. 149.2). The Department may not transfer money into or out of this appropriation.

We also cited *Butterfield v. State* (1961), 24 Ill. Ct. Cl. 85, to support its ruling that an award could be made in this case. In *Butterfield,* the Court awarded fees to an attorney retained by the State Treasurer, even though there were no funds remaining in the State Treasurer's appropriation. The Court specifically found that the Treasurer was authorized by law to hire an attorney and pay that attorney's fees. That ruling puts *Butterfield* into the category of claims exempted by section 30 of "An Act in relation to State finance" (Ill. Rev. Stat. 1981, ch. 127, par. 166) from the prohibition against incurring indebtedness in excess of the money appropriated. Therefore, *Butterfield* is not authority for granting an award to Thelma Long because the Court has made no finding that the debt to Thelma Long was expressly authorized by law.

During the fiscal year, the Department of Children

and Family Services may ask the General Assembly to make a transfer of currently appropriated funds from one grant line to another. The Department has indicated it would have made such a request so that this obligation could have been paid, had the Department realized before the fiscal year ended that the adoption services account would be insufficient to meet all outstanding obligations. Since the General Assembly is usually not in session from the close of the fiscal year until the end of the grace time of the lapse period, a request to transfer after the close of the fiscal year would be useless. Why the Department was unable to forecast an obligation it had begun to incur as early as March before the legislature had adjourned at the end of June does not appear in the record. We do note, however, that the fund from which the Department suggested the money could have been transferred is the same fund from which they would have transferred moneys (again contingent upon legislative approval) to cover the obligations in Affiliated Midwest Hospital, Inc., d/b/a Riveredge Hospital, claims Nos. 81-CC-2241 and 81-CC-2242.

According to the 1970 Constitution of the State of Illinois only the legislature may appropriate State funds. For us to make an award in this case would be in violation of the Constitution inasmuch as it would constitute granting the Department of Children and Family Services funds to pay obligations above and beyond those appropriated by the legislature. Furthermore, this obligation is in violation of section 30 of "An Act in relation to State finance," (Ill. Rev. Stat. 1979, ch. 127, par. 166), which prohibits obligating the State to any indebtedness in excess of the money appropriated. Whether or not the legislature would have transferred the funds, we would not have been authorized to do so then and cannot order it done now. It was a matter of legislative discretion, the exercise of which we cannot speculate. We are con-

strained by law to deny this claim regardless of the equities. However, the legislature is not under such constraint and does have authority to appropriate funds to pay this claim. Because we are not cognizant of all the considerations taken into account by the legislature in deciding whether or not to allow funds transfers we cannot make a recommendation. For purposes of possible consideration of this matter by the legislature though, we do find that the Claimant did in fact fully and satisfactorily render the services for which the claim was and that she was not paid through no fault of her own.

Claim denied.

(No. 80-CC-2045—Claimant awarded $7,000.00.)

LINDA J. CUMMINGS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed July 1, 1982.

LAW OFFICE OF C.E. HULIGENSTEIN (BRAD BADGBY, of counsel), for Claimant.

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

NEGLIGENCE—*aggravation of* ***damage by unskilled treatment may be included in award.*** Rule of law in Illinois provides that when injured party exercised ordinary care in selecting one to repair damage or treat injury, aggravation of damage or injury by unskillful treatment or repair ought to have been anticipated by original tortfeasor, and negligence of original tortfeasor is proximate cause of injury or damage in entirety.

PERSONAL **INJURY—*collision with State vehicle—award granted.*** Claimant granted award for personal injuries and property damages arising when Claimant's automobile was struck in intersection by State-owned vehicle, and included in award was amount covering damages which arose due to unskillful treatment and repairs, since law provides that aggravation of original injuries

due to unskillful treatment ought to have been anticipated by original tortfeasor, and negligence of original tortfeasor is proximate cause of injury or damage in entirety.

POCH, J.

Claimant filed a claim against the State of Illinois as a result of an automobile accident which occurred at 8:30 a.m. on March 11, 1980, at the intersection of North 2nd Street and West F Street in Belleville, Illinois. The intersection in question is a four-way stop intersection.

Claimant, Linda J. Cummings, was driving north on North 2nd Street as she approached the intersection, and Lawrence Doiron, an employee of the Department of Law Enforcement of the State of Illinois, was driving east on West F Street.

Claimant arrived first, properly stopped and waited for Mr. Doiron to stop his vehicle. After Doiron stopped, Claimant proceeded into the intersection to make a left turn. When Claimant was half way through the intersection, Doiron started forward into the intersection and struck the left side of Claimant's car. Doiron testified that he failed to see Claimant because the sun was in his eyes.

Claimant was on her way to work. She is a dog groomer and was transporting two dogs in her car at the time of the accident. Respondent argues that this fact should be considered as contributory negligence because it is possible either or both dogs could have somehow affected Claimant's driving or control of her vehicle. However, neither Claimant nor Doiron, the only occurrence witnesses, testified that Claimant was operating her vehicle in any manner other than properly. All the testimony is in agreement on that point, and what Respondent urges is totally unsupported. Hence, there is no question but that Respondent's agent was negligent and Claimant was free of any contributory negligence.

At the scene of the accident Claimant stated she was not injured. She testified that she later started experiencing pain in her back and one week following the accident went to Dr. Kaesberg, a chiropractor, for treatment. Dr. Kaesberg treated her three times over six days and released her. Dr. Kaesberg diagnosed her injury as a thoracic sprain and a lumbosacral sprain with aggravation of a pre-existing congenital condition in the lumbosacral area of the spine. The doctor's opinion was that these injuries had been caused by the accident, that the sprains would heal themselves and that probably the aggravation of the congenital deformity would cause problems intermittently all her life.

Shortly after being released by Dr. Kaesberg, Claimant, while stooping at work, felt a pop in her knee. She continued to experience back and knee pain while working. In January of 1981 she sought treatment from Dr. Dueker, another chiropractor.

Dr. Dueker generally agreed with Dr. Kaesberg's diagnosis and stated that, whenever Claimant physically extends herself as she must do in her work, she will experience pain and stiffness. Dr. Dueker also testified that, based upon the history given by Claimant as to the knee pain onset shortly after the accident, his opinion was that it was caused by the accident. Finally, the doctor stated that in his opinion the Claimant would require future treatments every four to six weeks for the rest of her life to alleviate her symptoms. The present cost of each such treatment is $18.00. Claimant was age 33 at the time of the accident.

Dr. Kaesberg's bill for treatment was $205.00. Dr. Dueker's bill to the time of the hearing was $780.00 which included treatment for Claimant's knee pain.

Claimant's automobile was repaired following the

accident at a cost of $960.95, and Claimant incurred a bill for $95.00 for rental of a replacement auto during the time her vehicle was being repaired. The bills on these expenses were admitted into evidence without objection.

Claimant testified that, after the original repairs, there were some items of repair that still needed to be done. Mr. Gomeric, the owner of the local auto repair shop, testified as to an estimate he made of these items. The estimate totalled $479.13, and the witness testified that in his opinion all items could have resulted from the collision of March 11, 1980.

Respondent argues that Claimant failed to prove her bodily injuries resulted from the accident, and points to the lack of complaint of injury by Claimant at the scene of the accident and the minor damages to the vehicles. Respondent then notes that Claimant was treated by Dr. Kaesberg on three occasions, was released and did not see anyone for her injuries until nine months later when she began her course of treatments with Dr. "Dueker. Respondent urges that Claimant's complaints of pain could be just as easily caused by her regular lifting of heavy dogs in her business.

Respondent failed to introduce any evidence whatsoever as to Claimant's injuries. No medical practitioner testified on Respondent's behalf to attempt to refute the testimony of Claimant's treating chiropractors. It is therefore the finding of the Court that the pain Claimant experienced in her back was caused by the trauma of the collision of March 11, 1980.

As to the pain in Claimant's knee, while Dr. Dueker's opinion was that this was also caused by the accident, the court cannot accept this opinion. Claimant's testimony was that she first noticed it after her release from Dr. Kaesberg's care while she was stooping at work and felt

her knee pop. It therefore seems more probable that this complaint was not caused by the collision of March **11, 1980.**

Respondent argues that the additional auto repairs of **$479.13** were caused by the failure of the original repair shop to properly do the work and that Respondent should not be liable for any such negligence by the original repairer. The testimony from Mr. Gomeric was that part of his estimate related to additional repairs which had to be done and which were not done in the original repair. Since these related directly to the accident, they were directly caused by the negligence of Respondent's employee.

Gomeric also testified that some items were required because the original work had not been performed properly. This also is attributable to Respondent. The rule of law in Illinois is that, *so* long as the injured party exercises ordinary care in selecting one to treat his injuries or repair his damages, any aggravation of these injuries or damages caused by the unskillful treatment is something which ought to have been anticipated by the original tortfeasor. Therefore, the negligence of the original tortfeasor is the proximate cause of the Claimant's injury or damage in its entirety. ***Gertz v. Campbell*** **(1973),** ***55*** Ill. 2d **84, 303** N.E.2d **40.**

Claimant is hereby awarded the sum of seven thousand dollars **($7,000.00).**

(No. 80-CC-2082—Claim denied.)

ANDERSON S. NURSE, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed **Moy** *10, 1982.*

Order on *rehearing* filed *July* 29,1982.

ANDERSON D. NURSE, *pro* **se,** for Claimant.

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

NEGLIGENCE—res ipsa loquitur doctrine. When thing which caused injury is shown to be under control of party charged with negligence and occurrence is such that it would not have happened in ordinary course if person so charged had used proper care, the accident itself affords reasonable evidence, in absence of other explanation, that it arose froni want of care.

SAME—broken windshield—res ipsa loquitur not *applicable—claim* de***nied.*** Claimant failed to sustain burden of proof in action arising from incident **in** which windshield of his car was broken, as there was no evidence as to what caused windshield to be broken or that instrumentality that broke windshield was under control or management of State for purposes of applying doctrine of ***res ipsa loquitur,*** but merely Claimant's speculation that rock had been thrown froni mower operated by State employee..

ROE, C.J.

This **is** an action for damages done to Claimant's automobile when a mower being operated by an employee of the State allegedly threw a stone and broke the rear window in Claimant's car. It was stipulated on the record that the repair bill was **$136.62,** and that Claimant paid the bill without insurance reimbursement.

The facts are summarized in a memorandum dated May **2,** 1980, from John **R.** Platt, superintendent Illinois Youth Center Valley View, to William **O.** Gillespie, assistant director of the Department of Corrections, made part of the departmental report filed in the cause:

"Our employee Mr. Anderson Nurse, Youth Supervisor II, had parked his car in **the** front parking **lot** on **May** 1, 1980. **His** rear window was shattered by a rock. **Mr.** Scott had been mowing with the tractor behind his car and **apparently** caused **a** rock **to** be thrown through the rear window. There were no wit-

nesscs. It does appear, however, that the explanation for the resulting damage is plausible. **No** individuals other than Mr. Scott or the tractor were present."

Our claims committee, pursuant to former Director Rowe's memo of April 12, 1979, recommends that Mr. Nurse's claim be processed having established that 1) He has no comprehensive insurance coverage and 2) he incurred the expense of replacing the window ($136.62) and 3) in the opinion of the committee the window was broken accidentally by a rock thrown by the institution tractor which was engaged in mowing behind **Mr.** Nurse's car.

I concur with the finding and recommendation of the committee."

Also in the departmental report is a statement from the tractor operator:

"At approximately 9:00 a.m. after having just finished mowing the area from the gate house ***to*** the end of the front parking **lot, 1** was approached by Mr. Nurse who asked me if **I** knew anything regarding his broken rear window. I told him no, and that I was not aware of it until he asked me about it at this time. He then asked me if the mower could have thrown a rock, and I stated that it **is** possible, and if that was what happened, I did not hear anything at the time due to the engine and mower noise from the tractor, nor did I notice same, for as previously stated, I was not made aware of the situation until Mr. **Nurse asked** me about it."

In the opinion of the Court, based on the departmental report and Claimant's testimony, Claimant has made a ***prima facie*** case by acceptable circumstantial evidence that the rock which smashed the window of his car was in fact thrown by Respondent's lawn mower.

Further, in the opinion of the Court, the doctrine of ***res ipsa loquitur*** **is** applicable herein, so that it can be said that Claimant has also made a ***prima facie*** case of negligence against Respondent.

Hunter, in his ***Trial Handbook for Lawyers,*** fourth edition, states as follows:

"When a thing which caused the injury is shown to be under the control or management of the party charged with negligence and the occurrence is such as in the ordinary course of things would not have happened if the person so charged had used proper care, the accident itself affords reasonable evidence, in the absence of an explanation by the party charged, that it arose from want of proper care. ***Metz v. Central Electric & Gas Co.,*** 32 Ill. 2d **446,** 207 **N.E.** 2d 305 (1965).

The purpose **of** the **res *ipso loquitur*** doctrine is to allow proof of negli-

gence by circumstantial evidence when the direct evidence concerning canse of injury is primarily within the knowledge and control of the defendant . . ." Hunter, *Trial Handbook* for *Lawyers*, fourth edition, 449.

Res ispa loquitur is frequently used when damage or injury results from the operation of machinery.

Respondent offered no evidence that the rock was not thrown by the lawn mower and offered no evidence of freedom from negligence.

It is hereby ordered that Claimant be and hereby is awarded the sum of **$136.62.**

ORDER ON REHEARING

ROE, C.J.

This cause coming on to be heard on the motion by the Respondent for rehearing, it appearing that due notice has been given, and the Court being fully advised in the premises;

This is an action for property damage done to the Claimant's automobile allegedly caused by a lawn mower operated by an employee of the Respondent throwing a rock through the windshield. We found that the Claimant presented a case by acceptable circumstantial evidence that the rock was thrown by the lawn mower and granted an award. We also found that Claimant was entitled to an award on the theory of ***res ipsa loquitur.***

Upon reconsideration and review of the record we find that the Claimant failed to prove his case by the preponderance of the evidence. There is no evidence other than speculation as to what caused the windshield to be broken. Nobody saw or heard it happen. Therefore, we do not find that the Respondent was negligent. Moreover, there was no showing that whatever caused the breakage was an instrumentality under the control and management of the Respondent. Therefore the doctrine of ***res ipsa loquitur*** does not apply.

Wherefore, upon reconsideration, it is hereby ordered that this claim be, and hereby is, denied.

(No. 80-CC-2154—Claimant awarded $2,000.00.)

LARRY HORNER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July *1, 1982.*

HAYES, MURPHY & HAYES, for Claimant.

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

HIGHWAYS—*snow pushed off bridge onto Claimant's car—award granted.* Claimant was granted award for personal injuries and property damage which occurred when State snowplow pushed snow off overpass bridge onto Claimant's automobile which was going under bridge at same time.

HOLDERMAN, J.

Claimant filed a claim against the State of Illinois as a result of an accident which occurred on March 12, 1980, at 2:00 p.m.

The facts are not in dispute. Claimant exited off Route 1-55 to go south on Route 1-57. As he was driving under the 1-55 overpass, a Department of Transportation snowplow on 1-55 pushed a load of snow and ice off the overpass onto the top of Claimant's car. The windshield and roof of Claimant's car caved in and Claimant was knocked into a brief state of semi-consciousness. Claimant had no warning of any kind of the act complained of.

At the hearing, Respondent did not offer any evi-

dence and did not file a brief with the Court.

Claimant seeks damages for towing charges, car rental, car cleaning, the deductibility on his insurance policy, damage to the suede coat he was wearing, minor repairs to his car, lost wages, as well as some damages for personal injuries allegedly suffered by him.

Claimant rented a car for 15 days at a cost of $270.00. After the said 15 days had elapsed, he used his parents' car after purchasing auto insurance and registration in the amount of $112.30 which he agreed to pay for the use of the car. He also incurred other expenses for cleaning his car, insurance deductible and minor repairs, totalling about $172.00. Claimant testified he suffered from headaches for two to three weeks and lost two days work at $117.95 per day. At the time of the hearing, he stated he now experiences occasional headaches which he had not had prior to the accident.

An award is hereby entered in favor of Claimant in the amount of two thousand ($2,000.00) dollars.

(No. 80-CC-2161—Claimant awarded $2,500.00.)

NATIONAL INSTITUTE FOR HUMAN RELATIONSHIPS, a not-for-profit Illinois corporation, Claimant, *v.* THE BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES, a body politic and corporate; NORTHEASTERN ILLINOIS UNIVERSITY, a not-for-profit State university, as grantee/contractor under Illinois Dangerous Drugs Commission Grant #C2-0040-01; STATE OF ILLINOIS DANGEROUS DRUGS COMMISSION, a body politic and corporate, as grantor under Illinois Dangerous Drugs Commission Grant #C2-0040-01, Respondents.

***Opinion filed* June 29, 1983.**

KLEIN, THORPE & JANKINS, LTD. (RICHARD T. WIMMER, of counsel), for Claimant.

DUNN, GOEBEL, ULBRICH, MOREL & HUNDMAN (MARK T. DUNN, of counsel), for Respondent Board of Governors of State Colleges & Universities.

NEIL F. HARTIGAN, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent State of Illinois.

STIPULATIONS—*contract—drug abuse program—claim allowed.* Claim allowed for balance due Claimant under contract by which Claimant participated in drug abuse control program operated under authority of State, as parties stipulated that Claimant was paid only portion of what was due under terms of contract and Court of Claims would refuse to second guess parties' agreement to settle claim by stipulation.

POCH, J.

This claim comes before the Court on the parties' stipulation wherein it has been requested that an award be entered in Claimant's favor in the amount of $2,500.00.

The matter arises out of certain nonpayment of funds to Claimant under a contract wherein the Claimant participated in a drug abuse control program made possible by a grant from the Respondent Illinois Dangerous Drugs Commission.

The program covered 1974-75 academic year of Northeastern Illinois University which is operated under the authority of Respondent Board of Governors of State Colleges and Universities.

Claimant was to have been paid the sum of $64,600.00 for its participation in the program. Claimant received $46,691.72, leaving a balance due of $17,908.28. This figure was the amount being claimed in the complaint filed in this case.

The parties, calling attention to the difficulties of

proof involved in a trial of a case arising out of events which took place eight years ago with regard to availability of witnesses and documents, have agreed to compromise the claim.

The Court is mindful of trying cases without benefit of competent witnesses and the problems thereof. The Court does not desire to substitute its judgment for that of the parties' counsel. It is apparent that the agreement to compromise arose only after consideration of the merits of the case and of the parties' respective positions. Where an agreement to compromise a claim is reached by the parties by their authorized representatives, this Court will not second guess their decision.

It is hereby ordered that the sum of $2,500.00 be and the same hereby is, awarded to the Claimant, National Institute for Human Relationships, in full and final satisfaction of any and all claims involved herein.

(No. 80-CC-2305—Claimant awarded $10,000.00.)

MIDWEST PEDIATRIC ASSOCIATES, LTD., an Illinois professional corporation, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion *filed June* 28, *1983.*

FRANK & FLAHERTY, CHARTERED, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*Court of Claims not bound by stipulations.* Stipulations are not binding on Count of Claims, as agreements reached between parties will be reviewed by Court to determine propriety.

PUBLIC AID CODE—*medical services—1,124 claims—stipulation—award granted.* Court of **Claims** upheld parties' joint stipulation settling 1,124 **claims** for medical services rendered under medical **assistance** program, as there **was** no indication of fraud or duress on part of parties and stipulation resolved an otherwise complex and involved set of claims.

ROE, C. J.

The claim here is for payment for medical services provided to patients under the Department of Public Aid's medical assistance program. The claim was originally filed for $51,269.76 for services provided to 1,124 named patients. After investigation by the Department of Public Aid, the Claimant and Respondent have entered into a joint stipulation settling this claim for $10,000.

This Court has agreed to settlements in claims such as this. In **A** *& T* ***Movers*** *v.* ***State*** *of Zllinois* (1980), **33** Ill. Ct. Cl. ***77,*** 78, this Court stated **as** follows:

"This Court was created to adjudicate claims against the State of Illinois on the basis of its own determination of law and fact. As such, the **Court** has held that it is not bound by an agreement reached between the parties, but will review any such agreement to determine its propriety.

This Court is also mindful of the complexities of proof in cases such as this. The time and expense involved in presenting evidence for or against a claim involving **147** separate transactions is substantial. Where the parties agree to compromise a claim, this **Court** should not and will not arbitrarily set aside such an agreement absent an indication of possible **fraud** or duress on the part of one of the parties. There is no such indication present here."

We find that everything we said with regard to a claim involving 147 transactions applies with even greater force to one involving 1,124 patients. Furthermore, we have found no indication of possible fraud or duress on the part of the parties.

Wherefore, this Court awards to Claimant, Midwest Pediatric Associates, Ltd., the sum of $10,000 in full satisfaction of any and all claims for services rendered.

(No. 81-CC-0036—Claim dismissed.)

A & K MIDWEST INSULATION, INC., Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion on motion to dismiss filed December 24, 1980.

Opinion filed February 8, 1983.

JAMES W. SANDERS & ASSOCIATES, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*records and files are prima facie euidence.* Conrt of Claims Rule 14 provides that all records and files maintained in regular course of business by any department, board, agency, commission or authority of State, and departmental reports relating to any matter or case pending before Court of Claims shall be *prima facie* evidence of facts therein.

CONTRACTS—*lowest responsible bidder gets contract.* Statutory duty exists by which lowest responsible bidder mnst be awarded contract, as it is legislative intent that all State contracts be executed as economically as possible.

SAME—*bids must conform to invitation.* All bids for State contracts must conform to advertised requirements of invitation to bid and every element entered in competitive scheme should apply equally to all bidders, and no bidder should be allowed to follow or disregard an element and thus estimate his bid on a basis other than that afforded other contenders.

SAME—wrong hid form *submitted—claim denied.* Court of Claims dismissed action based on Claimant's allegation that it was lowest bidder and that its bid was improperly rejected, as record established that Claimant's bid was nonresponsive to invitation to bid as it was submitted on wrong bid form, even though notice had been given of change in bid forms, and that error on Claimant's part resulted in loss of the contract.

OPINION ON MOTION TO DISMISS

HOLDERMAN J.

Claimant filed a petition before this Court claiming that it was the lowest bidder on the ventilation work for a new school in Metropolis, Illinois. The bids were awarded by the Capital Development Board of the State of Illinois. Claimant seeks to recover lost profits based on the alleged breach of statutory duty to accept the lowest responsible bid.

The Respondent, the State of Illinois, in its motion to dismiss, sets forth that Claimant was not the lowest bidder, but that a firm by the name of Eater Sheet Metal was the lowest bidder, and therefore the contract was awarded to it. Apparently from the records before **us,** the bid was broken down into a base bid and additional for alternate work. The State admits that the Claimant was the lowest bidder on the base bid. But considering the base bid along with the alternate bid, then the total of the two results in Eater Sheet Metal having the lowest total, and therefore was awarded the contract.

Attached to the motion to dismiss was a letter from the Capital Development Board setting forth these facts together with a copy of the bid tabulations of the Capital Development Board.

The documents attached to the motion to dismiss were submitted under Rule **14** of the Court, which states that all records and files maintained in the regular course of business by any department, board, agency, commission or authority of the State, and all departmental reports made by any office relating to any matter or case pending before the Court shall be ***prima facie*** evidence of the facts set forth therein. In response, Claimant does not deny the contention of the Capital Development Board's letter, but states under Rule 20 the State had the obligation of filing an affidavit setting forth the facts. Rule 20 requires an affidavit when facts do not appear of record.

The State claims that attaching the letter and the bid tabulation from the Capital Development Board made these documents a matter of record under Rule **14.** With this we agree. In addition, it is to be noted that Claimant has not contradicted in any way the facts set forth in the State's motion.

The motion to dismiss is hereby allowed.

OPINION

HOLDERMAN, J.

In September of 1979, Respondent took bids for ventilation work for a new school in Metropolis, Illinois. Claimant, a construction firm, submitted a bid on this project but Respondent accepted the bid of another contractor and, as a result, Claimant alleges it lost profits in the amount of $62,789.72, and suit is brought for said lost profits.

This case was originally dismissed on motion of Respondent on the basis of a departmental report of the Capital Development Board which stated that Claimant's bid was not the lowest bid on the proposed project.

Claimant filed a petition for rehearing under Rule 22 of this Court which alleged that Claimant had submitted the lowest bid and the departmental report, submitted under Rule 14, was in error. The order of this Court dismissing this cause was set aside and the matter was submitted to a commissioner for hearing.

Respondent's position at the hearing was summarized by the Assistant Attorney General as follows:

> "Any mistakes in computing the bids were the responsibility of the Claimant due to the negligence of the Claimant in misusing the hid forms which were submitted and in using the wrong hid form which set forth an inherent discrepancy in the bids which resulted in disqualification of Claimant's bid."

Respondent takes the position that Claimant's bid was not in substantial conformity with the bidding documents, thereby violating Article 9.03(a)7 of the Revised Standard Documents for Construction, which were made a part of the contract by reference in this case, thereby resulting in the problem that was presented in this case.

At the hearing, James Alexander, one of the owners of the Claimant, testified that **his** company was qualified

to do work for the Capital Development Board and that he was experienced at having done many jobs for the State of Illinois. Claimant's exhibit No. 2 was not submitted to Claimant at the time the bid forms were sent out by Respondent. Claimant's exhibit No. 2 is the bid form which Respondent claims should have been filled out and which would have removed the discrepancies from the bid documents in this cause. As a result of Claimant's failure to use bid forms submitted as Claimant's exhibit No. 2, the dust collecting system had been included in Claimant's base bid and was submitted by Claimant's competitor as an alternate bid on the bid form identified as Claimant's exhibit No. 2.

Claimant's exhibit No. 4 was prepared by Claimant to show the breakdown of material costs, labor and profit which Claimant expected to make on the job in question.

It appeared at the hearing in this cause that subsequent to the original package of bid documents received by various bidders, including Claimant, an additional addenda of bid forms were sent out, including the bid form introduced as Claimant's exhibit No. 2. It appears that the successful bidder in the case at bar followed the instructions in submitting its bid in accordance with Claimant's exhibit No. 2 and the Claimant in the case at bar did not utilize Claimant's exhibit No. 2 but utilized the original package of bid forms that had been sent out by the State to prospective bidders.

Donald R. Gaddis testified for Claimant that he was the estimator for Claimant and prepared the bid forms. Gaddis testified that he did not receive Claimant's exhibit No. 2. He testified that he did not open the mail, but that Mr. Burton, the vice president of the Claimant company, opened the mail.

Mr. Burton testified that he was the vice president of the Claimant company. Burton testified that although he opens the mail, he does not read matters pertaining to sheet metal, and he would have placed these papers once received from the Capital Development Board on Mr. Gaddis' desk.

Mr. Viar testified for the Respondent that he was the manager of the contracts and pre-qualifications section of Respondent's Capital Development Board. Viar testified that addendum No. **6** to the project's specifications would have been furnished to all contractors of record in the architect's office who had taken out plans and specifications on the Metropolis school property. Viar testified that had the alternate bid form introduced in evidence as Claimant's exhibit No. **2** been omitted from the papers sent that the receiver would have been alerted to the discrepancy by references made to the alternate bid form in the documents.

Viar testified that the bid submitted **by** Claimant in the present case was not in substantial compliance with the State's standard documents for construction in that the ventilation bid was not bid in the way that the Capital Development Board asked them to bid the alternate. The witness also testified that the bid submitted by Claimant's competitor was in accordance with the bidding requirements.

The difference between the bid of the Claimant and the bid of Claimant's competitor was that Claimant's bid form failed to bid the dust collectors as an alternate. The witness continued and testified that the figures of the bid of Claimant and Claimant's competitor would not have made any difference if Claimant's bid form was not properly submitted.

Claimant argues that in the proceedings before the

commissioner, it was proven that Claimant did not receive the revised bid forms with addendum No. 6. We do not accept this conclusion. Mr. Viar of the Respondent agency testified that the revised bid forms were submitted to all contractors who had picked up the specifications. Furthermore, if the bid form submitted as Claimant's exhibit No. 2 was not submitted with addendum No. 6, the Claimant should have been alerted to its absence by virtue of reference to the revised bid form in addendum No. 6.

There can be no question that it is the responsibility of the Capital Development Board to accept the lowest responsible bid. However, it appears that the rules of the Capital Development Board require that contractors making bids do so in conformity with the requirements of the Capital Development Board (CDB) with respect to alternatives on a job-by-job basis.

Claimant, in its brief, states that the CDB had a statutory duty to award the ventilation contract to the lowest responsible bidder. This duty comes under the creation of the CDB by statute in the Capital Development Board Act. (Ill. Rev. Stat., ch. 127, par. 771 *et seq.)* This creation statute states that the CDB has the power to "enter into contracts on behalf of the State of Illinois to effectuate the purposes of this Act, subject to the Illinois Purchasing Act." Ill. Rev. Stat., ch. 127, par. 779.02.

The Illinois Purchasing Act (Ill. Rev. Stat., ch. 127, par. 132.1 *et seq.)* regulates the purchasing and entering into of contracts by the State. Section 6(a) of the Act states in part:

> "That all purchases, contracts, and expenditure of funds shall be awarded to the lowest responsible bidder. . ." Ill. Rev. Stat., ch. 127, par. 132.6(a).

The reading of the two statutes in conjunction with one another clearly creates a statutory duty to accept the

bid from the lowest responsible bidder. It was undoubtedly the legislature's intent that all State contracts be executed as economically as possible. By awarding the contract for ventilation work on the Metropolis school to Eater Sheet Metal Company, the CDB was in accord with its statutory duty to award the contract to the lowest possible bidder, inasmuch as A & K's bid was not responsive to the invitation to bid.

The major thrust of Claimant's argument that the State of Illinois owes them restitution for lost profits stems from Claimant's contention that the CDB, by its employees and agents, breached their duty to supply Claimant with a revised bid form. Claimant charges that due to this failure on behalf of the CDB, they, A & K, used the original bid form and as a result of negligent reading and/or computation of the bids by the employees and agents of CDB, the contract was not awarded to the lowest bidder, A & K.

This argument cannot be maintained for the following reasons. The first page of the six pages mailed to the contractors contained information regarding the contents. No. 2 on the first page stated:

> "Bid form substitute attached, sheets 00300-1 revised, 00300-2 revised, 00300-6 revised, and 00300-7 revised for those originally issued." (R.48)

The 00300-6 was the bid form for the ventilation work for this particular project. Mr. Alexander offered testimony that A & K received the eight addenda which were sent out by the CDB prior to the bid letting. Though Mr. Alexander insists that A & K did not receive the alternate bid form, a careful reading of the materials received would have notified them of the absence of the appropriate bid form to be submitted in lieu of the original bid form.

It is interesting to note in this connection that all

other prospective bidders received the proper forms and submitted their bids on the proper forms.

The main issue in this case is whether or not A & K's bid was responsive to the invitation to bid. In the case of ***Leo Michuda & Son Co. v. Metropolitan Sanitary District*** of ***Greater Chicago*** (1981), 97 Ill. App. 3d 340, it was stated that bids must conform to the advertised requirements of the invitation to bid. As stated before, four construction companies submitted bids in response to the sanitary district's advertisement for bids for a construction project within the district. Prior to the bid opening, the bidders were issued an addendum to the bid documents. Appendix D of the addendum required that the bidders submit with the bidding documents a goal disclosure form listing the minority subcontracts intended for award to minority and small businesses.

The court, in the ***Michuda*** case, stated that "bids must conform to the advertised requirements of the invitation to bid." The court further stated that:

> "Every element which enters into the competitive scheme should be required equally for all and should not be left to the volition of the individual aspirant to follow or disregard and thus to estimate his bid on a basis different from that afforded the other contender\." 97 Ill. App. 3d 340, 344.

In another case similar to the one at bar, a contractor failed to file an appendix with his bid as required by the invitation to bid. (***Rosetti Contracting*** Co. ***v. Brennan*** (7th Cir. 1974), 508 F.2d 1039.) In this case, the U.S. Court of Appeals for the Seventh Circuit found that the language in an invitation to bid regarding submission of an appendix by each bidder, clearly made submission of an appropriate appendix a matter of responsiveness. The court further went on to state that if a bidder were allowed to correct a deficiency in an appendix after the bid opening the effect would be to let a bidder avoid the matter by merely failing to supply the omission and that

the operation of the sealed competitive bidding system would thereby be impaired.

The CDB set forth mandatory requirements in its bidding system. As submitted, A & K's bid was nonresponsive and could not be amended after the bids were opened in order to make it responsive. Granting the award to A & K, by the CDB, would have been improper.

Inasmuch as an error was made on the part of A & K's employees, by misreading the materials, the State of Illinois cannot be held responsible for A & K's submission of the wrong form. The Claimant had notice of the change in bid forms and did not use it. To assert, several months after the awarding of the contract, that the Respondent State of Illinois' employees were negligent in reading the bid form is a feeble attempt to win the contract.

It is the opinion of this Court that the error that resulted in Claimant not securing the bid was one of its own making and the Respondent cannot be penalized because of that error. It is mandatory that bidding procedures be followed so that all bidders are placed on an equal footing.

Award denied. Case dismissed.

(No. 81-CC-0043—Claimant awarded $610.00.)

HENRY BAZZOLI, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 2, 1983.

GARRETSON AND SANTORA, for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***automobile damaged—claim allowed.*** Award granted based on joint stipulation of parties in action for damage sustained by Claimant's automobile, as agreed settlement was reasonable and fair.

POCH, J.

This matter coming to be heard on the joint stipulation of the parties, due notice having been given and the Court being fully advised in the premises, we find as follows:

The instant claim arises from damage sustained by Claimant's automobile. The parties have met before the commissioner in several pretrial conferences and have agreed to settle the matter for $610.00. This figure appears to be reasonable and fair, and seems to have been reached after considerable deliberation.

The Court is not bound to accept such stipulations, but, at the same time, it hesitates to interpose a controversy between parties where none appears to otherwise exist. Where, as in the instant claim, the settlement appears to be reasonable and fair, and entered into with full knowledge of the facts and the law, we find no reason not to honor it.

Claimant is hereby awarded $610.00 in full and final satisfaction of the instant claim.

(*No.*81-CC-0047—Claim dismissed.)

MARY BODINE, Claimant, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Order filed March 18, **1983.**

MANION, JANOV, EDGAR & DEVENS, LTD., for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—***untimely notice—claim dismissed.*** Claimant's action for personal injuries was dismissed for failure to comply with requirement of Court of Claims Act that notice of accident be given to clerk of Court of Claims and Attorney General and that notice contain certain specific information, as notice provided by Claimant did not contain all of the required information and was not timely filed, notwithstanding Claimant's contention that substantial compliance was sufficient.

NOTICE—notice requirement not waived by State employees. Where Claimant's attorney sent letters to certain State officers concerning claim, **but** failed to file timely and proper notice of claim with clerk of Court of Claims and Attorney General, claim was barred and case would be dismissed, notwithstanding contention that actions **of** State officers waived notice requirement or operated as estoppel, as no State officer **has** authority to waive or arrest the running **of** limitations period in favor of State.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, and the response thereto filed by Claimant, due notice having been given, and the Court being fully advised in the premises;

This is an action sounding in tort for compensation for personal injuries sustained by Claimant allegedly caused by one or more acts of negligence by the Respondent. Respondent moved for dismissal of the claim based on Claimant's alleged failure to comply with section 22—1 of the Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37, par. 439.22—1). Said section requires that a claimant seeking compensation for personal injuries against the State of Illinois shall file within six months of the date of the injury a notice of intent to commence an action for personal injuries with the office of the Attor-

ney General and also in the office of the clerk of the Court of Claims and that notice shall include the name of the person to whom the cause of action has accrued, the name and residence of the person injured, the date and about the hour of the accident, the place or location where the accident occurred, a brief description of the accident, and the name and address of attending physicians, if any.

As pointed out in Respondent's motion, the notice attached to Claimant's complaint is clearly deficient in that it was not filed with the Attorney General's office or the clerk of the Court of Claims and that it does not contain all of the information required by section **22—1.** Section **22—2** of the Court of Claims Act (Ill. Rev. Stat. **1979,** ch. **37,** par. **439.22—2)** provides that where notice is not properly filed pursuant to section 22—1, any claim for personal injury shall be forever barred from further action in the Court of Claims for such personal injury. Therefore, the claim herein must be dismissed with prejudice.

In her memorandum in opposition to the motion to dismiss and her supplemental memorandum Claimant argues three points. First, it was argued that the cases in this Court which have construed sections **22—1** and **22—2** of the Court of Claims Act have indicated substantial compliance is the test of sufficiency of compliance and that Claimant has met that burden. Substantial compliance was said to have been met based upon an affidavit attached to the memorandum. The affidavit, by one of Claimant's attorneys, recites that one week before the six-month period was. to expire, affiant wrote to Robert E. Kronst, district engineer for District **5** Highway, giving in the letter notice of the accident, time and place of the accident, a description of the injuries, a description of his theory of liability in the case, and an offer

to discuss settlement. By letter dated January **10, 1980,** and received shortly thereafter, Mr. Kronst directed affiant to refer all claims to Robert C. Graham, Bureau of Claims, Department of Transportation in Springfield. By letter dated January **11, 1980,** affiant wrote Mr. Graham a letter containing the same information that was in the previous letter. By letter dated February **10, 1980,** and received shortly thereafter, a Mr. **H.** D. Piland, claims supervisor, responded denying the claim and suggesting that Claimant file in this Court. By that time a little more than three weeks had passed beyond the period for filing notice.

While Claimant is correct that certain previous cases have indicated that under certain circumstances claimants have not been required to strictly comply with the section in minute detail with respect to the contents of the notices, Claimant did not cite any cases nor could we find any which allowed a claimant to forego the filing of a notice with both the Attorney General and the clerk of the Court of Claims as Claimant has done here. The wording of the statute is specific. It provides that notice shall be filed in the office of the Attorney General and also in the office of the clerk of the Court of Claims. In the case of ***Thomas v. State*** (1960), **24** Ill. Ct. Cl. **137,** the Claimant allegedly gave notice to two employees of the Department of Conservation but did not file a written notice with the clerk of the Court of Claims and the Attorney General, as required by the statute. In finding against the Claimant, the Court pointed out:

> **"It is obvious that claimant's position is untenable. The State of Illinois operates through many departments, and employs thousands of employees. It may well be that a report of the accident was filed with the Department of Conservation, but such a report could not be regarded as a notice to the Attorney General and the Clerk of this Court."** ***Thomas,*** **supra, at 139.**

In ***Munch v. State*** (1966), **24** Ill. Ct, Cl. **313,** the Claimant urged the Court to deny a similar motion to

dismiss raised by the Respondent on the grounds that it had notified at least two agencies of the State of Illinois of the accident within **30** days of the occurrence although no notice was filed with the clerk of the Court or the Attorney General. The personal injury counts of the claim were summarily dismissed.

It is also well established that service of the notice on either the Attorney General or the clerk of the Court but not both will not suffice in meeting the requirernents of the statute. (See ***Byrne v. State*** (1980), **34** Ill. Ct. Cl. **248.)** In the instant case we hold that Claimant has not complied with the notice statute.

Prior to the filing of Claimant's supplemental memorandum, Respondent cited the case of ***McChesney and Baker v. State*** (1918), **4** Ill. Ct. Cl. ***5,*** for the proposition that a State officer is without the power to waive or arrest the running of the statute of limitations on a claim against the State. In that case it was alleged that a letter sent to the Claimants by the State Auditor constituted a **new** promise to pay or an acknowledgment of the debt thereby arresting the running of the statute of limitations. On this issue the specific holding of the Court was as follows:

> "We hold that this letter does not constitute an acknowledgment of the debt or a promise on the part of the State of Illinois, to pay this claim, and that James J. Brady, Public Auditor, had no authority to make a new promise for the State, or to, in any way arrest the running of the Statute of Limitations. If he did make such promise, that the contents of the letter would be insufficient to constitute a new promise or acknowledgment, if said Brady had authority to make a new promise on behalf of the State.
>
> * * *
>
> We hold that in a Court of Claims it is not necessary that the Statute of Limitations should be specially pleaded; that the Attorney General has no authority under the law, in any manner to waive or arrest the running of the Statute of Limitations in favor of the State." ***Baker, supra,*** at **6,** 7.

In reaching that conclusion the Court applied the rule announced in ***Finn v. U.S.,*** **123 U.S. 227,** in which Justice

Harlan, who delivered the opinion of the Court, stated as follows:

"The general rule that the limitation does not operate by its own force as a bar, hut is a defense, and that the party making such a defense must plead the Statute, if he wishes the benefit of its provisions, has no application to suits in Court of Claims against the United States. An individual may waive such a defense, either expressly or by failing to plead the Statute, but the Government has not expressly or by implication, conferred authority upon any of its officers to waive the limitation imposed by the Statute upon suits against the United States in a Court of Claims. Since the government is not liable to be sued as of right, by a claimant, and since it has consented to a judgment being rendered against it only in certain classes of cases brought within the prescribed period after the cause of action accrued, a judgment in the Court of Claims for the amount of the claim, which the record or evidence shows to be barred by Statute, would be erroneous."

In Claimant's supplemental memorandum in opposition to the motion to dismiss she called our attention to a relatively recent appellate court case containing a current discussion of the issues of waiver and estoppel. In ***Louise v. Department of Labor*** **(1980), 90** Ill. App. 3d **410,** the court stated generally that:

"The law disfavors estoppel against governmental entities. The sound governmental functions. ***(Hickey v. Zllinois Central Railroad Co.*** (1966), 35 I..2d 427, 220 N.E.2d, 45, ***cert. denied*** (1967), 386 U.S. 934, 17 L.Ed2d 806, 87 governmental functions. ***(Hickey v. Zllinois Central Railroad Co.*** (1966), 35 Ill.2d 427, 220 N.E.2d, 45, ***cert. denied*** (1967), 386 U.S. 934, 17 L.Ed.2d 806, 87 S.Ct. 957. **Our** supreme court has stated however, that this governmental immunity is qnalified and that estoppel may be invoked against a governmental body in certain instances." (90 Ill. App. 3d 410,414.)

An instance where the State would be estopped due to actions of an agent would be very rare, although we are not prepared to rule it out entirely. Although we tend to agree with the result reached in ***Louise,*** we do not necessarily agree with how it was reached. The plaintiff-appellant in ***Louise*** was a victim of a rather bizarre series of events. She had been determined by a claims adjuster to have been ineligible for unemployment benefits. According to the provisions of the governing statute, unless such a person, within nine days after notice of a determination of ineligibility was mailed to his or her last known

address, files an appeal, the determination of ineligibility becomes final. She went to the proper office and stood ready and willing to file a timely appeal but was ***prevented*** from doing ***so*** by certain ***affirmative*** acts of the defendant-appellee's employee. There was evidence that the office was being moved and her file could *not* be located. Upon returning at a date beyond the nine-day period but at a time given by the person who refused to allow her to file initially, she was told that she could not file.

The situation in ***Louise*** is very different from the case at bar. No one affirmatively prevented or refused to allow the Claimant to file her notice of intent. Nobody had any responsibility to inform Claimant of the requirements of section **22—1** of the Court of Claims Act. Having examined the record we cannot **say** that the words or actions or both of the Respondent's employees can be construed to constitute a waiver or operate as an estoppel.

Wherefore, it is hereby ordered that this claim be, and hereby is, dismissed.

(No. 8 CC-0552—Claimant awarded $750.00.)

CLIFFORD **A.** BURNS, Claimant, *v.* **THE STATE** OF ILLINOIS, Respondent.

Opinion filed December 21, 1982.

CLIFFORD A. BURNS, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—Welding *shop* **injury—unsafe footwear—claim allowed.** Claim allowed for injuries sustained when piece of steel fell on foot of inmate of correctional facility, as record established that authorities who supervised Claimant's work in welding shop were aware of Claimant's lack of appropriate, footwear and did nothing to correct situation, and lack of safety shoes contributed to Claimant's injury.

COMPARATIVE NEGLIGENCE—welding *shop* **injury—correctional** *facility—Alvis* **applied.** Claimant's negligence in failing to observe dangerous condition which resulted in piece of steel falling onto his foot while he was working in welding shop of correctional facility was at least 50% of the cause of his injury, and under the comparative negligence rule announced in **Alvis,** his award would be appropriately reduced.

ROE, C. J.

This is a tort action brought by Claimant, Clifford A. Burns, an inmate at Menard penitentiary, against the State of Illinois for personal injuries. The complaint states that Claimant was injured on April 2, 1980, while he was employed at his job at Menard penitentiary in the welding shop. As he was reaching for some gloves on a rack, a round piece of steel rolled off the rack and injured Claimant's left foot. Claimant charges Respondent with careless negligence and wilful and wanton acts in that he was not provided with safety shoes and was not provided with a safe place of employment. Claimant seeks damages from Respondent in the sum of ten thousand dollars ($10,000.00).

Claimant testified that his job at Menard was a welder. (Trans. 4.) Claimant testified that "someone just forgot to put the steel stops down inside this rack." (Trans. 6.) Claimant described the piece of steel that had struck his foot as weighing approximately 400 pounds. (Trans. 7.) Other inmates were responsible for placing the steel in the rack. (Trans. 8.) Claimant had not noticed the condition of the steel getting stacked too high. (Trans. 8.) There was nothing that would have prevented Claimant from noticing that the steel was stacked too high, but he "just didn't look." (Trans. 8.)

Claimant broke the big toe on his left foot and stated that the weather "bothers it just a little bit" and that sometimes "the toe gets numb." (Trans. 9.) Claimant does not limp or have discomfort in the toe as he walks. (Trans. 10.) Claimant stated there was nothing he could clo physically before the accident that he couldn't do at the time of the hearing. (Trans. 10.)

Claimant testified that prior to this accident he had asked the people at the welding shop whether steel-toed shoes were furnished. (Trans. 12.) He asked for steel-toed shoes from the clothing house and was advised that he could not obtain them. (Trans. 12.)

Officer Bowen, in charge of security in the welding shop at the time Claimaint was injured, testified that he could not remember Claimant requesting steel-toed shoes. (Trans. 27.)

Officer Brown testified that he did not remember Claimant requesting a pair of steel-toed shoes and thought that he would remember something like that had it occurred. (Trans. 32.) Officer Brown testified that he could remember exactly the kind of shoes that Resident Burns wore while in the welding shop because he considered the tennis shoes worn by Claimant to be an unsafe practice. (Trans. 34.) Officer Brown testified that in addition to his job in overseeing the conduct of inmates so they didn't injure each other or obtain contraband, he was responsible to see to it that the employees or residents of the facility did not get injured or hurt. (Trans. 34-35.) When he observed the kind of shoes that the Claimant repeatedly wore to his job, he considered that to be unsafe. (Trans. 35.) On one occasion he asked the Claimant why he wore tennis shoes to work. He did not remember Claimant's response. (Trans. 35.) Brown testified that he had authority to a certain extent to direct inmates to do or refrain from doing certain actions which

were considered to be dangerous. (Trans. **35.)** Officer Brown said he had a right to bring a halt to any condition which he thought would create a danger to inmates. (Trans. **35.)** Officer Brown testified that he knew of no regulation regarding footwear and that the inmates could "wear anything on their feet they wanted to." (Trans. **36.)** Officer Brown testified that when he observed the condition that Claimant's footwear was unsafe, he did nothing about it. (Trans. **37.)** Furthermore, Officer Brown testified that he had made no recommendation to his supervisor or to correctional officers in the chain of command that the inmates working in the steel shop be provided with some sort of adequate footwear to protect against injury. (Trans. **38.)**

The State of Illinois is required to exercise the same standards of care and safety as would be required **of** private industry. ***(McGee v. State** of Illinois* (1977), **31** Ill. Ct. Cl. **326, *Hoskins v. State** of Zllinois* (1965), **25** Ill. Ct. Cl. **234, 237.)** It is clear in the case at bar that Claimant was not furnished with proper protective footwear for the job to which Claimant was assigned by the Department of Corrections, Furthermore, Claimant's supervisors were aware of the dangerous condition created by the lack of appropriate footwear and did nothing to correct the situation. The evidence is in conflict ***as*** to whether Claimant affirmatively requested protective footwear or not; the evidence is not in conflict, however, as to the point that the footwear being utilized by inmates occupying Claimant's job position was inadequate and dangerous and that this condition was known and recognized by those in charge of safety and supervision.

Under these circumstances, it appears that Claimant has demonstrated that the State was negligent. However, Claimant testified that the condition **by** which he was injured was a condition which would have been readily

apparent to him had he observed the manner in which the steel was stacked on the steel rack at the time that he approached the rack. Claimant testified that he just didn't look. Claimant was an experienced welder and testified that he was well acquainted with the hazards and dangers **of** his job. We find, therefore, that Claimant's negligence in connection with the injuries sustained by Claimant was at least 50%of the cause of this injury.

Under the new standard of tort responsibility as previously announced by the Illinois Supreme Court in *Alvis v. Ribar* (1981), 85 Ill.2d 1, 421 N.E.2d 886, we find that Claimant's damages in total were in the sum of $1,500.00 and that due to his comparative negligence it is found that Claimant is due the sum of seven hundred fifty dollars ($750.00) under the rule announced in the ***Alvis*** case.

It **is** therefore ordered that Claimant 'be, and hereby **is,** awarded the sum of $750.00.

(No. 81-CC-0557—Claimant awarded $1,700.00.)

CATHOLIC CEMETERIES, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Order on motion to dismiss filed September* 8, 1981.**

***Order filed July* 29, 1982.**

***Order on stipulation filed May* 23, 1983.**

GARRETSON & SANTORA, for Claimant.

NEIL F. HARTIGAN, Attorney General (**LYNN** W. **SCHOCK,** Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND **PROCEDURE**—*jury is nonexistent in Court of Claims cases.*

SAME—*subrogated* **parties are** *named in Court of Claims.*

SAME—*Claimant and* **subrogee some** *party—stipulation—award granted.* **Under unusual circumstances to which parties entered joint stipulation, award was granted to Claimant even though Claimant had previously received payment from insurance company for same claim, since insurance company, in fact, was merely administrator of self-insurance fund which belonged to Claimant.**

ORDER ON MOTION TO DISMISS

ROE, C. J.

This matter coming to be heard upon the motion of Respondent to dismiss and the objection thereto filed by Claimant, due notice having been given, and the Court being fully advised, the Court finds:

1. That Claimant is suing in his own right and not as subrogee Gallagher Basset Insurance Company.

2. That Claimant received from Gallagher Basset Insurance Company the sum of $3,407.00.

3. That the State is entitled to a set-off for any insurance received by the Claimant.

4. That as Claimant can receive no more money here than he has already received from the insurance company, the complaint fails to state a cause of action.

It is hereby ordered that the instant claim be stricken and dismissed, with prejudice.

ORDER

ROE, C. J.

This cause coming 'on to be heard on the Claimant's motion to vacate and petition for rehearing, Respondent's response to Claimant's motion to vacate and petition for rehearing, Claimant's reply to Respondent's response to motion to vacate and petition for rehearing, Respondent's supplemental response to Claimant's motion to vacate and petition for rehearing, Claimant's reply to Respond-

ent's supplemental response to Claimant's motion to vacate and petition for rehearing, and Respondent's response to Claimant's reply to respondent's supplemental response to Claimant's motion to vacate and petition for rehearing, (the last named document having been filed on two different occasions, the second of which contained a supplemental certificate of service), it appearing to us that due notice has been given, and the Court being fully advised;

The genesis of the matter now before us was our order of September 8, **1981,** wherein we dismissed the claim with prejudice. The evidence indicated that Claimant had received funds from an insurance company by reason of the incident complained of and for the entire amount claimed. Our ruling was consistent with section 26 of the **Court of Claims Act (Ill. Rev. Stat. 1979, ch. 37,** par. **439.24—6)** and currently prevailing case law based on the facts and arguments on record at the time the order was entered.

Following this order we were virtually inundated with paper as the parties battered about a simple technicality. It all could have been avoided by filing the claim in the name of the party suffering the loss. At the time our order was entered it appeared on the record that Catholic Cemeteries had suffered no loss because of the insurance proceeds. It appeared further that Gallagher Basset Insurance Company should have been named or added as Claimant. The rule followed in this Court prevents windfall recovery over and above the amount of the loss. Subrogated parties are named. The danger of potential prejudice of jurors toward insurance companies is nonexistent because there is no jury.

In its response to the motion to dismiss, the Claimant, in the alternative, asked leave of the Court to amend its complaint to show the insurance company as

subrogee. In the ordinary course this would have been allowed. However, the Claimant filed said response more than two weeks after the period allowed by the Rules of the Court of Claims. On the same day as it was filed, our order of dismissal was filed.

Now it appears that the funds paid by the insurance company belonged to the Archdiocese of Chicago and were out of a self-insurance fund which was only administered by the insurance company. It also appears that the Archdiocese and Catholic Cemeteries are one and the same. Therefore there is no need to amend the complaint.

It is hereby ordered that our order of September **8, 1981,** be, and hereby is, vacated; it is further ordered that Respondent's motion to dismiss be, and hereby is denied.

ORDER ON STIPULATION

ROE, C.J.

This matter coming before the Court on the joint stipulation of the parties, and the Court being fully advised in the premises;

It is hereby ordered, adjudged, and decreed that an award of $1,700.00 be and hereby is made to Claimant and the stipulation of the parties be incorporated into this order.

(No. 81-CC-0563—Claim dismissed.)

LARRY BLOUNT, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 4, 1982.

LARRY BLOUNT, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*lost property claims—pleadings liberally interpreted.* Pleadings in cases filed by inmates for loss of property have traditionally been given a liberal interpretation by which Court of Claims examines complaint to determine whether understandable account of circumstances is conveyed, and action will be dismissed with leave to plead over if it does not meet this lesser standard.

SAME—State not insurer of inmate's property. Property of inmates in correctional facilities is not insured by State and State cannot be responsible where other inmates engage in criminal acts directed at that property, nor can State in exercise of reasonable care prevent isolated incidents of pilferage.

SAME—bailment not necessary to recover for lost property. In a properly pleaded and proven case, State may be held liable to inmate for loss of property notwithstanding existence or nonexistence of bailment relationship.

SAME—*lost property case—no allegation of State's duty—claim dismissed.* Inmate's complaint for loss of property dismissed with leave to file amended complaint, as original complaint failed to allege what duty of State was under circumstances.

ROE, C. J.

This cause coming on to be heard on the motion of Respondent to dismiss, it appearing that due notice has been given, and the Court being fully advised in the premises;

This is a claim by an inmate of a State correctional facility for compensation for lost property. The basis of the Respondent's motion is that the Claimant failed to allege sufficient facts to impute negligence or breach of duty by the State. We have traditionally not required incarcerated persons to strictly comply with all the intricacies of pleading in these types of cases but tend to examine the complaint to see if it conveys an understand-

able account of the circumstances constituting what the claimant believes to be a cause of action. If it is so lacking as to not meet this lesser standard we dismiss the complaint with leave to plead over.

In the case at bar the complaint alleges the following facts. On January **30,** 1980, at approximately 4:30 a.m., the Claimant was released from his cell by an officer using a key, for the purpose of reporting to the kitchen for work detail. Upon leaving, his cell was double-locked by the officer. Upon returning from work detail, he and the officer escorting him discovered that his cell had been taken off deadlock status and that certain items of personal property were missing.

The Claimant further alleged that in order for someone to enter his cell it would be necessary for the door to be removed from double-lock status and that the only persons having access to keys are correctional officials. He stated that the loss occurred by reason of the Respondent's negligence and that he had exhausted all administrative avenues of relief to no avail.

As required by the Civil Practice Act (Ill. Rev. Stat., ch. 110, par. 1 ***et seq.***), Respondent specifically pointed out the alleged defect in the complaint. Respondent argues that the above facts do not constitute a cause of action against the State because there was no allegation that the State or its agents ever came into exclusive possession of the property and that, as a matter of law, the State is not liable absent a showing of exclusive possession. ***(Doubling v. State*** (1976), **32** Ill. Ct. Cl. 1.) Respondent also filed a departmental report compiled by the warden at Pontiac Correctional Center where Claimant is incarcerated, apparently for the purpose of showing that, as a matter of fact, the missing personalty was not in the exclusive possession of the Respondent.

The departmental report does not indicate that Respondent did not come into exclusive possession of the property but corroborates the facts alleged by the Claimant. Additional facts were contained in the incident report which was part of the departmental report. The incident report, compiled and signed by a correctional officer and also signed by two reviewing employees and the chief administrative officer, reads in part as follows:

"On this date and time (January 30, 1980, 11:30 a.m.) I went to let . . . (the Claimant) . . . in his cell . . . . When I went to open the door both resident Blount and myself noticed the cell was off deadlock. Resident Blount's cell was on deadlock all morning as he was working and he has no cellmate. C.O.T. Jordan showered the kitchen workers before taking them to work. I was at lunch during this period and resident Blount's cell was definitely on deadlock before I left because I make sure all empty cells are on deadlock at all times, unless the residents in the cell instruct me not to put their cell on deadlock before they leave."

A search of the cellhouse failed to turn up the property. The officer in charge has denied taking the cell off deadlock.

Doubling v. State, supra, cited by Respondent, held only that the Claimant therein stated a cause of action by alleging sufficient facts which, if proven, constituted a bailment. In that case it was alleged that property was delivered to an agent of the Respondent, that it was not returned to the Claimant, and the Respondent did not use reasonable care to insure its return. The Court, by Chief Justice Perlin, distinguished the situation in *Doubling* from that in *Bargas v. State* (1976), 32 Ill. Ct. Cl. 99, by stating that *Bargas* held that the State does not owe a duty to inmates of its penal institutions to safeguard property which they keep in their cells from pilferage by other inmates. In effect, the only type of cause of action Respondent would have us recognize in cases where inmates have lost property while incarcerated would be the bailment situation.

Doubling and *Bargas* are not so limiting. In *Bargas,*

supra, at 100, the Court specifically noted that the Claimants in that case did not "contend that agents of the Respondent took their property, ***or acquiesced*** *in its disappearance."* (Emphasis added.) It was a case where the Claimants sought to charge the State with the broad responsibility of preventing acts of pilferage by other inmates. The Court stated:

> **"We can find no basis for imposing snch a burden on the State. The State is not an insurer of an inmate's property and cannot be responsible where other inmates engage in criminal acts directed at that property. Nor can the State in the exercise of reasonable care be expected to prevent isolated acts of pilferage in the environnient of a penal institution."** *Bargas, supra,* **at** 100.

Since those two cases were decided, we have consistently followed those holdings in our decisions. However, cumulative precedential effect of those decisions is not to be interpreted to mean that, unless a bailment relationship is alleged or established by the evidence, the loss of an inmate's property is not compensable. In most of those loss-of-property cases where recovery has been denied, a bailment relationship was not established, or if established, the Respondent met its burden of showing freedom from negligence. In those cases where a bailment was not established, negligence **of** the Respondent was either not properly alleged or not proven. Often the burden of proving negligence of the Respondent by the preponderance of the evidence was not met by the Claimant due to issues of fact, duty, and causation, especially where more than one inmate resided in the same cell.

Also, we have expressed reluctance to interfere with the internal procedures and management of the prisons. We do feel that judicial restraint on the part of the Court of Claims must be exercised in this area so as not to hamper effective prison management. We still concur with the statements expressed by the Court in ***Bargas,*** quoted above. However, we note with concern an in-

crease in the number of complaints filed setting forth facts similar to those alleged or evidenced in the case at bar.

In a properly pleaded and proven case the State can be held liable for the loss of an inmate's property notwithstanding the existence or nonexistence of a bailment relationship. To hold otherwise would be to condone irresponsibility and/or complicity on the part of prison authorities. In the case at bar it was not alleged that another inmate stole the missing property.

With respect to this case we find that the Claimant has failed to state a cause of action. The complaint is lacking in that it fails to allege what the duty of the State was.

It is hereby ordered that this case be, and hereby is, dismissed with leave to file an amended complaint within 30 days of the date of this order.

(No. 81-CC-0859—Claim denied.)

FRANK J. EVEN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 17, 1983.

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

NEIL F. HARTICAN, Attorney General (SANDRA ANDINA, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*collision with snowplow—Stote not negligent—claim denied.* Claim for personal injuries and property damage which resulted when Clainiant's automobile collided with snowplow was dismissed, as testimony clearly established that Claimant's failure to have his car nnder control was proximate

cause of collision in that he allowed his automobile to fishtail into wrong lane of traffic and collide with snowplow in that lane

POCH, J.

Claimant, Frank J. Even, has brought this action seeking damages for personal injuries and property damage arising out of a collision between his vehicle and a snowplow being operated by Michael J. Kaminen, an employee of the State of Illinois.

The incident occurred on January 21, 1980, at about 9:30 p.m. Claimant was traveling in a westerly direction on Route 120 and approaching its intersection with Route 134, while Michael J. Kaminen was traveling in an easterly direction. Route 120 is a public highway located in Avon Township in Lake County, Illinois. At the time of the incident, Route 120 was covered with ice.

Claimant testified that he had spent the evening visiting friends, and at the time of the accident was on his way home to McHenry, Illinois. When he started for home after 9:00, the roads were slippery. It had rained and was freezing. Due to the hazardous conditions of the road he was traveling between 30 and 35 miles per hour.

He was westbound on Route 120 when he first saw the snowplow eastbound about 100 to 150 feet in front of him. The State vehicle was a dump truck with a salt bed and snowplow attached in front, and as it proceeded toward him it was occupying the entire middle of the roadway.

On seeing the snowplow coming down the middle of the road, he immediately pulled off the road into the ditch of the westbound lane. He assumed that he was hit by the plow of the truck. The car was a total wreck.

Michael J. Kaminen, the driver of the truck, testified that he was driving a three-ton International truck with a

snowplow attached. The plow is approximately three feet high, eight feet wide, runs at an angle and can be lifted and lowered. That evening he was directed to plow snow and spread salt where necessary on his assigned route. At the time of the accident, he was eastbound on Route 120 going towards Grayslake. The temperature had fallen and the road became slippery and icy. Route 120 is a two-lane highway with each lane about 100 feet wide. The left side of his plow was two feet from the center lane and the right side was at the edge of the pavement.

There were automobiles ahead of him and he and the other automobiles were traveling 15 to 20 miles per hour. The road was straight and level. When he first saw Claimant, Claimant's car was the fourth car in a line of oncoming westbound traffic. Claimant's car was starting to fishtail. The front end of Claimant's car was fishtailing back and forth into the east-bound lane. Kaminen watched Claimant from the first time he saw him fishtail to the point of impact. Claimant was traveling sideways down the road. Claimant tried to right the vehicle in a westerly direction and the back end of the car swung into the eastbound lane. Claimant's car from the driver's door to the rear of the car came into contact with the left rear duals of the truck. Neither at the time of the impact nor at any time prior to the impact was any part of the plow or the truck in the westbound lane.

Kaminen stated that he did not apply his brakes prior to the accident because of the icy condition of the pavement, but he tried to angle his truck off to the right. From the first time he saw Claimant until the time of the impact, some part of Claimant's car was in Kaminen's lane.

David Seilinger, one of three occurrence witnesses testified that he was the driver of a pick-up truck travel-

ing **25** miles per hour eastbound on Route **120,** when he first became aware of Claimant. Claimant was passing him at a speed of between **40** and **45** miles per hour. When he came upon him again, Claimant was parked crosswise in the middle of the road and Seilinger had to go off the roadway about three or four feet to go around him. The whole road was a sheet of ice. Seilinger had travelled about a quarter of a mile when he was passed by the snowplow travelling eastbound in its own lane, going slow and salting.

In the meantime, Seilinger was watching Claimant in his rear view mirror. Claimant had righted his car and was approaching at a speed of **40** to **45** miles per hour. **As** the snowplow passed Seilinger, Claimant's car was about **20** to **30** yards to the rear of Seilinger. When the snowplow passed, Seilinger started to slow down because he thought a collision would take place. He watched the collision in his rear view mirror. The collision occurred in the snowplow's lane with the snowplow in its own lane. Seilinger's testimony was corroborated by Wade **A.** Neivdall and Herman F. Skokie, both of whom were in Seilinger's truck.

The accounts of the three occurrence witnesses vary in certain respects, but taken as a whole substantiate convincingly the testimony of Kaminen, the truck driver, that he was travelling in his own lane and that Claimant fishtailed into the wrong lane and collided with the snowplow.

From the testimony in the record it is clear that Claimant has failed to prove by a preponderance of the evidence that Respondent was guilty of negligence. On the contrary, the preponderance of the evidence, if not the manifest weight of the evidence, is that Claimant's failing to have his car under control and driving on the wrong side of the road was the proximate cause of the accident.

Claim is denied.

(No. 81-CC-0879—Claim denied.)

MARION DENNIS HITT, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion* filed November 3, 1982.**

JOHN DOYLE, for Claimant.

TYRONE C. FAHNER, Attorney General (ANDREW R. JARETT, Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION AREAS—broken ankle—no notice *of hole*—claim denied. Claim for broken ankle suffered when Claimant stepped into hole in grassy area at State park was denied, as Claimant failed to establish that State had any notice, actual or constructive, hole existed.

POCH, J.

This is a claim for damages resulting from personal injuries the Claimant suffered when he encountered a hole located in a grassy area of Moraine Hills State Park on June 12, 1980. Hearings were conducted before Commissioner Robert E. Cronin. The testimony introduced was of the Claimant, John Schweder, park superintendent for the Moraine Hills State Park, Timothy Dusthimer, maintenance worker for the State of Illinois Department of Conservation, and Wilfred Blake, supervisor of maintenance workers at Moraine Hills State Park. Additionally, various documents' were received in evidence and are a part of the record.

The following salient facts herein summarized were established by Commissioner Cronin and duly reported to the Court:

Claimant, Marion Dennis Hitt, sustained a fracture to his left ankle when he encountered a hole located in a grassy area of Moraine Hills State Park on June **12, 1980.** Claimant was at the time in the Moraine Hills day use area of the park. It was used, equipped and intended primarily for picnickers and barbecuers.

Claimant submits in his brief that the danger in question was a ***"hidden,*** non-obvious danger".

It is almost axiomatic that, before the State can be held liable for an injury on property maintained by it, it must have actual or constructive notice of the dangerous or hazardous condition. (Finn *v.* **State** (1962), **24** Ill. Ct. Cl. **177.)** In the instant case, the Claimant failed to establish any notice, actual or constructive, to the State of Ilinois of the hole into which Mr. Hitt fell. Accordingly, the claim of Marion Dennis Hitt is hereby denied.

(No. **81-CC-1099—Claim denied.)**

REBECCA FLEISCHER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 24, **1983.**

LARRY L. FLEISCHER & ASSOCIATES, LTD. (KENNETH FLEISHER, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SANDRA ANDINA, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—duty owed to business invitee. **Business invitee on premises owned by State is entitled to have State exercise ordinary care in maintaining the premises in a reasonably safe condition, but reasonable care does not extend to require the use of all measures to remove all risks from the path of the invitee.**

SAME—invitee assumed risk of snow-dampened steps. Where Claimant testified that it was snowing and that she was aware that steps were wet, the possibility that Claimant would slip and fall while climbing stairs at State building was normal and ordinary risk and Claimant, as invitee, assumed such risk when she entered building.

SAME—slip-and-fall—no evidence State was negligent. Claimant's contention that State was negligent in maintaining steps in State building and was therefore liable for injuries she sustained when she fell was rejected, as Claimant failed to present sufficient evidence to support that claim.

POCH, J.

This is a claim by Rebecca Fleischer to recover damages for personal injuries which Claimant sustained on March 6, 1980, when she slipped and fell on the stairs at the State of Illinois building at 160 North LaSalle Street, Chicago, Illinois.

The cause was assigned to a commissioner of the Court for presentation of evidence. The parties entered into certain stipulations wherein documentary evidence consisting of Claimant's deposition, medical reports, hospital records and photographs of the staircase in the State of Illinois building was admitted.

The evidence admitted pursuant to stipulation is summarized as follows: On March 6, 1980, Claimant, Rebecca Fleischer, seventy-three years of age, visited the State of Illinois building at 160 North LaSalle Street, Chicago, Illinois, to attend to tax matters. There was a light snow that day and about an inch of snow had accumulated outside the building. She entered the building and proceeded up the stairway to the Department of Revenue. As she climbed the stairs, she noticed that they were wet. About 20 minutes later, she left the Department of Revenue and went down the stairs when she slipped on the third or fourth step and fell forward sustaining injuries to her knees and elbow.

Both sides agree that Claimant was a business invitee on the premises and that Respondent owed Claimant a duty of ordinary care in maintaining the premises in a reasonably safe condition.

The issue is whether the State of Illinois used reasonable care to maintain the stairway in a reasonably safe condition.

Reasonable care and caution to keep premises safe for invitees does not extend to require the use of all measures to remove all risks from the path of the invitee.

In ***Schaub v. State,*** 26 Ill. Ct. C1.344, this Court held that one who owns or is in control of property is not an insurer of the safety of an invitee.

Claimant advances two theories on which negligence is claimed: The first is that Respondent was negligent in allowing the stairs to become wet.

In ***Duble v. State,*** 26 Ill. Ct. Cl. 87, in denying the claim, the Court stated that it is common knowledge that, when it is snowing and there is snow on the ground, people entering the building will necessarily carry some moisture on their feet, which will cause the floor inside the building to become damp and more slippery than a dry floor. Claimant testified that it was snowing and that she was aware that the steps were wet. Because of the wet condition of the steps caused by the snow, the possibility'that Claimant might slip and fall while climbing the stairs was a normal, obvious and ordinary risk at the time in question, and Claimant, as an invitee, assumed all such risks when she entered the building, ***Duble v. State,*** 26 Ill. Ct. Cl. **87,** 91.

The second theory is that the State was negligent in that it knowingly permitted worn marble steps to remain

for the use of patrons of a building. The only evidence introduced by Claimant to support this contention was her own testimony that the steps were plain marble that she thought were on an angle. Respondent introduced photographs of the steps in question, but these pictures do not support Claimant's contention.

Claimant's second theory fails due to insufficient evidence.

It is the opinion of this Court that Claimant has failed to show by a preponderance of the evidence that Respondent, State of Illinois, was negligent in maintaining the stairs in the State of Illinois building at 160 North LaSalle Street, Chicago, Illinois, on March 6, 1980.

Claim is denied.

(No. 81-CC-1058—*Claimants* awarded $2,500.00.)

STEPHEN R. THOMAS and KRISTINA THOMAS, his wife, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed September 24, 1982.

STROM, STROM, OAKLEY & ELLIS, for Claimants.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*trees killed by herbicide applied on right-of-way—stipulation—claim allowed.* **Based on the stipulation of the parties, an award was granted for the difference between the fair market value of plaintiff's property with and without certain trees which were killed when State applied herbicide to kill volunteer trees which were growing along right-of-way for State highway.**

POCH, J.

This matter comes before the Court on joint stipulation of the parties to entry of an award in favor of Claimants. The Court being duly advised, hereby finds as follows:

1. Claimants were the owners of a piece of property consisting of a house, a lot, and several black locust and other trees, located at 392 Business Route 20 (Northeast corner of Shaw Road and Business Route 20), Belvidere, Illinois.

2. The trees formed the northern perimeter of Claimants' property. On the northern side of the trees was Respondent's right-of-way and Route 20, a heavily travelled road.

3. The trees formed a sight and sound barrier between Claimants' property and Route 20, as the right-of-way was situated on a steep slope below the property.

4. The black locust trees sent out an extensive root system; from this root system emanated several offshoot, or volunteer black locust trees which sprouted on the steep slope of Respondent's right-of-way.

5. The volunteer trees had to be removed because continual mowing of the steep slope around them would have caused serious erosion.

6. Respondent used herbicides to remove these volunteer trees, but the herbicides were applied over so wide an area as to kill the eight black locust trees located on Claimants' property.

7. The proper measure of damages in this cause is the difference in the fair market value of the property with and without the trees.

8. The parties have stipulated that the difference in fair market value in this case amounts to $2,500.00.

Therefore, it is hereby ordered that Claimants be and hereby are awarded $2,500.00 (two thousand five hundred dollars) in full and final satisfaction of their claim.

(No. **81-CC-1163—Claimants awarded $200.00.)**

MARY M. ANDERSON et *al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed July 29, 1982.

MARY M. ANDERSON ***et al.*, *pro se*,** for Claimants.

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

STIPULATION—*misplaced voucher for payroll withholding* to *fund annuity—claim allowed.* **Where invoice voucher was misplaced and funds were therefore not withheld from payroll to fund annuity, award was allowed, based on stipulation, to pay annuity premiums.**

ROE, C. 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 this is a claim for payroll funds withheld for the purpose of paying annuity premiums which funds, as a result of the invoice voucher being misplaced, were never paid over to the annuity company as they were supposed to have been.

It is therefore ordered that the Comptroller pay over to the IDS, **Box 499,** Minneapolis, Minnesota 55440, the

sum of two hundred and 00/100 ($200.00) dollars on behalf of employees as follows:

Mary M. Anderson	$50.00
Glenda K. Becker	50.00
Janet Pyers	25.00
Howard P. Wahl	75.00

(No. 81-CC-1282—Claimant awarded $3,875.00.)

KENNETH TAM, Claimant, *v.* **THE STATE OF ILLINOIS** Respondent.

Opinion filed August 12,1982.

STEPHEN J. BROUSSARD, for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND ***PROCEDURE—police reports held inadmissible—action for return of automobile.*** In action for return of automobile which was seized from Claimant without warrant and retained for some time, police reports offered by State pursuant to Court of Claims Rule 14 were held inadmissible as evidence as effect of such admission would be unfair shifting of burden of proof because rationale behind admission of business records is lacking with regard to a police report since such reports are plagued with problems of a hearsay nature.

PERSONAL **PROPERTY—*car seized without warrant—claim allowed.*** Claim was awarded where State seized automobile from Claimant without warrant and retained possession for some time, as Claimant proved allegations of complaint and damages sustained.

ROE, C. J.

This is a claim for the return of an automobile or its reasonable value which was allegedly seized illegally from Claimant on December 12, 1978. A hearing was held before a commissioner of the Court on October 21, 1981, wherein the evidence was taken. On March 23,

1982, oral argument was held before the full Court sitting in special session in Chicago, Illinois.

Mr. Tam, the Claimant herein, testified that he purchased a certain 1976 Pontiac automobile on August 5, 1977, from A & D Auto Rebuilders, that he paid the sum of $4,725.00 for the automobile and an additional $150.00 for a battery and tires, and that he received a title to the vehicle from the Secretary of State following the purchase.

On December 12, 1978, the State police seized the vehicle from the Claimant without a warrant and retained possession for some time. The record is unclear as to its current whereabouts. Mr. Tam delivered the original certificate of title issued by the Secretary of State to an assistant State's Attorney at a grand jury proceeding. Other than testifying before the grand jury, Claimant has not been called as a witness in any criminal action. Admitted into evidence without objection were Claimant's exhibit A, being a bill of sale for the automobile, Claimant's exhibit B, being a State of Illinois tax form, and Claimant's exhibit C, being a copy of the Illinois certificate of title showing ownership in the Claimant's name.

The Respondent produced no witnesses but offered into evidence the police report pursuant to Rule 14 of the Rules of the Court of Claims. The Claimant promptly objected to its admission and reiterated his objection at oral argument. Over that objection the commissioner hearing the case admitted the police report, stating its admission was "for whatever value it has." (Hearing tr. 14, lines 12, 13 and 19, 20.)

We have carefully considered this evidence issue and it is our holding that police reports are inadmissible

as evidence under Rule **14** in a case such as this. Rule **14** reads as follows:

> "All records and files maintained in the regular course of business by an department, commission, board, agency or authority of the State of Illinois, and all departmental reports made by any officer thereof relating to any matter or case pending before the **Court** shall be prima facie evidence of the facts set forth therein,. . ."

The rule is a corollary to and an expansion of Supreme Court Rule **236.** (Ill. Rev. Stat. 1977, ch. 110A, par. **236.)** Supreme Court Rule **236** governs the admission of business records into evidence in proceedings before the triers of fact in the courts of the judiciary of this State. If certain tests for guarantees of reliability, accuracy, and trustworthiness are met, the records are admissible. The Rules of the Supreme Court **of** Illinois are incorporated by reference and made a part of the Rules of the Court of Claims by Court of Claims Rule **2,** except to the extent the Court of Claims provides otherwise. Court of Claims Rule 14 expands the supreme court rule in that it elevates the weight of the evidence to ***prima facie*** evidence of the facts set forth in the documents described in the rule.

Economy and efficiency are the purposes behind Rule 14. The government of the State of Illinois is an extremely large, diverse, and widespread'operation. In order for the Court of Claims to function on a practical level Rule **14** was necessary. The ***prima facie*** nature of the records, files, and departmental reports compiled from such records enables us to resolve claims more quickly with less work and expense for the parties. Departmental reports are especially invaluable in the lapsed appropriation claims.

The admission of business records into evidence is an exception to the hearsay rule. The exception was created because, assuming **a** proper foundation is laid,

the records have certain circumstantial probabilities of trustworthiness, not common to ordinary hearsay, which make them a practical substitute for cross-examination of the persons who actually create the records. Rule 14 evidence was accorded *prima facie* weight because the records of the State of Illinois have that much more probability of trustworthiness than Rule 236 evidence.

Rule 236(b) does not expressly bar the admission of police records *per se* but excludes the applicability of the business record exception contained in Rule 236(a) to accident reports. The exclusion from evidence of police records is governed by common law. (*Handbook of Zllinois Evidence,* Edward W. Cleary and Michael H. Graham (1979), p. 448.) Police records such as the one offered into evidence in this case consist of summary and details of information and speculation gleaned from an investigation. Many aspects of them are double hearsay. If offered to prove the truth of the statements contained therein they contain none of the circumstantial probabilities of trustworthiness associated with business records. Respondent argues that the report in this case was of the Department of Law Enforcement and not just a mere police report. (Oral argument tr. 11, lines 10, 11.) We think that the fact that the police report in this case was compiled by the Illinois Department of Law Enforcement, an agency of the State, does not somehow make the conclusions and facts stated therein so much more reliable that we should not disallow its admission, as would be done in the circuit courts, but admit it and then treat it as *prima facie* evidence.

Not only is the rationale behind admission of business records lacking with a police report, the purposes of economy and efficiency behind Rule 14 in the handling of cases in the Court of Claims are far outweighed by the

problems of the hearsay nature of such reports. The effect of admission of evidence under Rule **14** is to shift the burden of going forward with the evidence. In this case the Respondent would have had the Claimant subpoena the potential witnesses from the information in the police report, confront them at the hearing, and then rebut ***prima facie*** evidence by proving the negative. This is an unfair burden to place on the Claimant in this type of case. The ***prima facie*** nature of Rule **14** evidence and its effect on the burden of proof necessitates our use of caution in guarding against its potential for abuse.

This opinion is not to be construed in any way as a reflection on the Department of Law Enforcement. Its records, files, and departmental reports will continue to be admitted as Rule **14** evidence in the same manner as those of other State agencies.

Based upon the evidence, we find that the Claimant has proven the allegations in his complaint. The damages sustained by the Claimant are the sum of **$4,725.00,** the purchase price, and **$150.00** for improvements, less reasonable depreciation from August **5, 1977,** the purchase date, to December **12, 1978,** the date of the seizure. Although no direct evidence was submitted as to the depreciation, we find $1,000.00 to be a reasonable amount of depreciation. It is hereby ordered that Claimant be, and hereby is, awarded ths sum of **$3,875.00.**

(No. 81-CC-1441—Claimant awarded $80,872.26.)

THORLEIF LARSEN & SON, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed July ***15,1982.***

JOHNSON, CUSACK, BELL, O'HALLORAN & DEMARET, LTD, (JAMES O'HALLORAN, of counsel), for Claimant.

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

CONTRACTORS—*construction contract—claim allowed.* Where Claimant established that work was performed under contracts for exterior and interior masonry work on school construction project, award was granted.

POCH, J.

This is a claim for the sum of **$80,872.26** for masonry **work performed** for **the Capital Development Board, an** agency of the State of Illinois.

Claimant is engaged in the masonry construction business and, as the low bidder, was awarded CDB contract No. **7-1329-41** for exterior masonry work and CDB contract No. **7-1528-47** for interior masonry work for portions of the work for the construction of the new Jefferson High School in Rockford, Illinois.

At the hearing herein Claimant established that it performed all the work under the contracts.

It is therefore ordered that Claimant be, and hereby is awarded the sum of eighty thousand eight hundred seventy-two and 26/100 dollars **($80,872.26)** in full satisfaction of its claim.

(No. 81-CC-1925—Claimant awarded $16,000.00.)

HAWTHORN MELLODY FARMS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed December 21, 1982.

ROTHSCHILD, BARRY & MYERS, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—snowplow damage—stipulation—claim allowed. **Where parties stipulated that Claimant's property was damaged by State snowplows to extent of $16,000, Court of Claims would honor agreement and enter award accordingly.**

ROE, C. J.

This claim comes before the Court on the joint stipulation of parties, in which they agree to an award of $16,000 for damage done to Claimant's property by State snowplows during the early months of 1979.

While the Court is not necessarily obligated to honor settlement agreements such as this, it does not desire to impose a controversy between parties when they are in agreement. The Court encourages the settlement of actions without recourse to the trial process, and so long as the settlement appears fair, reasonable and justifiable under the facts and the law, we will honor the agreement and enter the award accordingly.

We hereby grant an award of $16,000 to Claimant in full and final satisfaction of this claim.

(No. 81-CC-1996—Claimant awarded $6,000.00.)

PYRAMID CONSTRUCTION COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order allowing claim filed August 19,1982.

Motion for reconsideration denied October 22,1982.

DOBBINS, FRAKER, TENNANT, JOY & PERLSTEIN, for Claimant.

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

CONTRACTS—***bridge project—contractor not negligent.*** Contractor replacing bridge was not negligent in placing fill on roadway during construction notwithstanding State's claim that procedure resulted in leaving scratches on roadway which required repairs, as State employees were present when procedures were started and indicated that it was acceptable and neither party contemplated the damage that resulted.

SAME—extra work—claim allowed. Contractor replacing bridge on highway was entitled to compensation for extra work involved due to misleading right-of-way specifications that required additional procedures with regard to moving fill, as State gave contractor erroneous specifications and Claimant had to expend additional funds to correct the situation.

HOLDERMAN, J.

This cause of action was brought as a result of problems involving a construction contract between Pyramid Construction Company and the State of Illinois whereby the Claimant undertook the demolition of a two-lane highway bridge on a Champaign County road, together with the construction of a new bridge and restoration of the grades and contours as is customary in these types of contracts. Mr. Coon, president of Pyramid Construction Company, testified that for the actual preparation of said construction bid, he relied on the representation of the State as to the dimensions of said right-of-way because the amount of his bid for hauling and replacement of fill was predicated on being allowed

to store the excavated earth adjacent to the roadway and within the highway right-of-way.

There is no question between the parties that there was a representation that this was an 80-foot right-of-way by the plans, and it turned out to be a 60-foot right-of-way. The State representative from the Department of Transportation attempted at great length to show that even if there had been an 80-foot right-of-way, there would not have been sufficient room for the storage of the fill. This, of course, was disputed by the Claimant. In any event, the Claimant was forced to store the fill on the existing road bed.

When the job was substantially completed, and prior to final payment, the county engineer for Champaign County objected to the fact that when the dirt was removed from the road bed certain gravel or concrete materials sifted down through the fill and that the equipment used produced scratches in the asphalt base on the right-of-way.

The State then, through negotiations with the county, refused to release funds until the Claimant replaced **3,200** square feet of roadway surface immediately to the east of the bridge construction. This was done, and there was no issue as to the quality or standard of work on the entire project.

The Claimant's contention is that because of the erroneous specifications, it should be allowed to recover the additional expense because of the additional repair work. The State's contention is that under the specifications for road and bridge construction the Claimant is obligated to replace said roadway, that the Claimant contracted to do so and admitted negligence on his part **by** performing the work.

As is usual in most of these types of cases, the applicable law is very easily recited, but each case must stand on its particular facts. The State of Illinois prepared the specifications and accepted the bid of the Claimant. It must reasonably be inferred that the experts hired by the State of Illinois would be knowledgeable in these fields of construction and could readily see by the amount bid by the Claimant for trucking and hauling contemplated that the fill was going to remain upon the job site. It is further noted from the testimony that the State inspectors were on the job on a daily basis and apparently found the methods used by the Claimant to correct the problem (i.e. storing the fill on the roadway) to be perfectly acceptable. Mr. Freeman, the State's resident engineer, stated that the equipment operators who performed these specifications were conscientious, and as far as quality of the work is concerned, he found no problems with the way it was performed.

The Court therefore finds from the facts that both parties found the method of avoiding the problem by placing the fill on the roadway to be acceptable and obviously neither party contemplated the damage that resulted. There apparently would have been no problem with final completion of the job without the intervention of the county engineer of Champaign County. Under these particular facts, we fail to find any negligence on the part of the Claimant concerning the damage to the roadway.

Turning next to the State's contention that Claimant actually contracted to do the additional work, we find no merit to this argument. Claimant found himself in. a position where he had a substantial amount of funds tied up by virtue of retainage. These are held by the State and will not be released until, in effect, the contractor does

what the State requires. Claimant did the work under protest, demanded payment, and did this work to receive the payments due under the original contract. We do not find that this resulted in any contract. The issue here is that the State and the Claimant entered into a course of remedial conduct, which was initially caused by the State's erroneous specifications. This then produced unforeseen damage which the State, by virtue of the continued cooperation with local governmental authorities, required the Claimant to expend additional funds to correct.

The Claimant has proved by a preponderance of the evidence that he **was** misled **by** the right-of-way specifications, and as a result thereof, he was obligated to do extra work.

Claimant is awarded $6,000.

(No. 81-CC-2031—Claimant awarded $2,500.00.)

STANLEY A. ANTON, **Claimant,** *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion* filed February 8,1983.**

PRESNEY, HUFFMAN, KELLY & APPLETON, for Claimant.

NEIL HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*duty* of work *supervisor.* Supervisor of work has duty to maintain safety standards in work area and injury which occurs as result of failure to maintain such standards may result in imposition of liability.

PRISONERS AND INMATES—welding injury—claim allowed. Inmate of correctional facility was awarded damages for injury to his eye sustained when he fell from stool while welding stainless steel sink in correctional facility, as evidence established that his fall occurred when he was startled by loud noise which was result of horseplay which was negligently allowed by work supervisor, as supervisor had duty to maintain safety standards in work area.

HOLDERMAN, J.

This claim was brought by a resident of the Logan Correctional Center to recover for injuries suffered on February 5, 1981. Claimant was employed as a maintenance worker by the center and was doing work as a welder. On the day in question, he was welding a stainless steel sink and was receiving compensation in the amount of $45.00 per month for doing various welding operations.

At the time of the accident, Claimant was wearing a welding helmet and was sitting on the edge of a high stool leaning over the sink. The type of welding he was doing required him to hold a welding torch in one hand and a rod of metal in the other hand. These would be joined together, melting the metal to perfect the weld. As Claimant was engaged in this welding process, he was startled by a loud noise. The noise apparently caused Claimant to jump backward at which time the stool also went backward and he started to fall. Claimant testified that it was very difficult to see through the eye plate of the welding helmet except when welding was actually being done. As Claimant was falling, he attempted to remove the welding helmet and in so doing, he jabbed himself in the eye with the hot metal rod he was holding in his left hand.

Claimant was given immediate medical attention by Dr. Robert Trapp at the correctional center. The record

shows that two other residents of the center dropped a long steel beam on the floor, causing the loud noise that startled Claimant. One of these individuals, Jim Meredith, testified he was also a welder, that welding was a delicate operation, and if someone was banging things around a person while he was welding, it would upset him. He further testified he was aware of incidents of horseplay when he would be welding and people would bang on things with hammers or make other noises that would make you jump. He also testified that "a sudden noise or something like that is going to make you jump, no matter what you are doing."

It appears from the facts presented that Mr. Meredith, as supervisor, was under a duty to maintain safety standards in the shop, that he neglected to do so, and as a result of such failure, the injury occurred. It further appears that the direct and proximate cause of Claimant's injury resulted from said failure. Claimant was clearly free from any contributory negligence in this particular accident.

Claimant testified that his eye sustained a burn which was very painful, that it caused him considerable difficulty for approximately one week, that he is now compelled to wear eyeglasses which he never wore prior to the accident, and that he was still suffering to some degree as a result of the injury.

Claimant did not incur any loss of wages or medical bills so we are dealing mainly with pain and suffering. In this connection, it is noted that neither **Dr.** Trapp nor **Dr.** Moran found any permanent damage to Claimant's eye.

It is the Court's opinion that Claimant be awarded the sum of two thousand five hundred ($2,500.00)dollars for injuries sustained and pain and suffering as a result of

this accident. An award is hereby made in said amount in full, final and complete settlement in this cause.

(No. 81-CC-2097—Claimant awarded $11,284.71.)

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

Opinion filed August 16, 1982.

RICHARD F. MCPARTLIN, for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—*mitigation* of damages established—claim allowed. Claimant was allowed back salary claim which arose for period of time during which he was suspended from work, as evidence established that he was actively involved with defense of appeal of suspension and incidental criminal charges during that time and that he did attempt to mitigate his damages due to the suspension.

ROE, C. J.

This case involves a request for back salary claimed by Elvis Rowland, for a period of time from May 9,1978, to and including March 20, 1980.

The facts of this case in chronological order, and stipulated to by both parties, are:

a. Prior to January 13, 1978, Claimant was a special agent of the Illinois Liquor Control Commission, having certified status in that position.

b. On January 13, 1978, Claimant was suspended from that position pending discharge by Jack Wallenda, then executive director of the Illinois Liquor Control Commission.

c. On February 8, 1978, Claimant was discharged, effective that date, terminating the original suspension of February 8,1978.

d. On February 9, 1978, Claimant requested a hearing on the charges. The

hearing was continued from time to time until evidence was heard on June 20, **1978,** and July **7, 1978.**

e. On August **30,1978,** the hearing officer recommended a 90-day suspension for Claimant, and on September 21, **1978,** the Civil Service Commission adopted the recommended decision.

f. On September 22, **1978,** the Liquor Commission filed an administrative review decision seeking a discharge of Mr. Rowland, and thereafter Mr. Rowland filed an administrative review decision.

g. These two cases were consolidated in the circuit court of Cook County, and on March 20, **1979,** Judge Dunne affirmed the decision of the Civil Service Commission.

h. On March 20, **1981,** Mr. Rowland returned to his position and has been working since that date.

i. The amount of back pay sought by Mr. Rowland is $11,990.71, reduced by **$706.00** received from unemployment compensation, having a balance claimed of **$11,284.71.**

These facts having been stipulated to, the issue becomes whether Mr. Rowland sufficiently attempted to mitigate his damages by actively seeking to find and accept other employment.

The evidence showed that Claimant during the **15-**month period did receive unemployment compensation until he was determined ineligible. He visited the Urban Progress Center several times and sought employment at J.M. Corbett Construction, Hyre Electric and Wood's Electric. This evidence was brought out by the Attorney General in his cross-examination of the Claimant, and was allowed as direct evidence by stipulation of the parties.

The Claimant further testified that during the period of the suspension he was actively involved with his attorneys in the appeal of the discharge case and defense of the criminal case. This situation is similar to the facts in ***Mellas v. State of Illinois,*** **24** Ill. Ct. Cl. 350, in which the Court allowed an award since "It is easy to discern that Claimant had his hands full defending the charges against him during the period . . ." It should also be

noted that it was the Illinois Liquor Control Commission that initially filed the complaint for administrative review, which delayed Claimant's return to work from September **22, 1978,** until March **21, 1979.**

Based on Claimant's testimony, he did actively seek employment throughout the entire suspension period and based on the fact that he was actively involved with the defense of the Illinois Liquor Commission's appeal of his 90-day suspension, as well as his defense of the criminal charges, which arose from the same incident, it is the finding of the Court that Claimant did attempt to mitigate his damages and is hereby awarded the sum of **$11,284.71.**

(No. 81-CC-2270—Claimant awarded $36,558.21.)

BRIDCEVIEW BANK AND TRUST COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 12, 1982.

BLOCK, LEVY & BECKER, Chartered (ALVIN R. BECKER, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*voluntary, though erroneous, payment of taxes not recoverable.* It is well settled in the Court of Claims that in the absence of an authoritative statute and a showing of compliance therewith by the Claimant, voluntary though erroneous payments of fines, costs, fees and taxes cannot be recovered.

SAME—*failure to post appeal bond no bar to recovery.* Where Claimant failed to post appeal bond there was no bar to recovery of judgment that was paid prior to time case was reversed on appeal, as rule requiring appeal bond is permissive and not mandatory.

TAXES—judgment paid by taxpayer's depository bank was recoverable on reversal *of* judgment. Where depository bank of defaulted taxpayer paid judgment to State and then the judgment was reversed on appeal, bank was entitled to recover judgment, notwithstanding State's contention voluntary payment was not recoverable, as relationship was not that of taxpayer-**sovereign, but judgment debtor-creditor and judgment creditor can pay judgment and prosecute appeal without waiving rights for relief.**

ROE, C. J.

This claim is before the Court on Claimant's motion for summary judgment. Respondent concedes that the facts as stated in the complaint and motion are true and accurate and that, because there are no genuine issues of material fact, the claim should be adjudicated by summary judgment.

On February **6, 1978,** final judgment was entered in favor of Respondent and against Claimant in the sum of **$35,841.39** in a case in the circuit court of Cook County. Claimant was the depository bank of Bee Jay's Truck Stop, Inc., a defaulted taxpayer, against whom a judgment had been entered for nonpayment of taxes. Claimant thereupon prosecuted an appeal to the Appellate Court, First District. During the pendency of the appeal Claimant paid the **$35,841.39** to Respondent, plus interest of **$716.82.** On June **18, 1980,** the judgment appealed from was reversed and the mandate of the appellate court issued on November **13,1980.** Thereafter, Claimant filed a petition for restitution of the funds paid to Respondent. Respondent filed a reply to that petition, alleging *inter alia* that although Claimant had paid the judgment, plus post-judgment interest, relief was unavailable because Claimant failed to post an appeal bond and the monies paid by Claimant were paid into the general revenue fund, thereby depriving the circuit court of jurisdiction. The circuit court by order dated February **6, 1981,** denied Claimant's petition for restitution, pre-

sumably on the above-stated grounds although the order does not state so specifically.

In its argument in support of the motion for summary judgment, Claimant cited several cases on point from various courts in the judicial branch of government of this State. Respondent conceded that if this claim were between two private parties Claimant would be entitled to judgment. While not explicitly contesting Claimant's motion, Respondent did file a response stating that the fact that the money was paid over to the State and deposited into the general fund may place what would otherwise be a valid claim on a different footing. Although unable to cite any cases on point, Respondent did file a memorandum setting forth several points for our consideration. Claimant sought to distinguish the cases cited by Respondent in a reply memorandum.

In ***Cayman Associates, Ltd. v. State*** (1980), ***33*** Ill. Ct. Cl. 301, we granted summary judgment in favor of Claimant on nearly identical facts. While that case did not involve a tax dispute, it did involve a claim for monies paid pursuant to a subsequently overturned judgment. In ***Cayman,*** the Illinois State Scholarship Commission obtained a judgment against an individual based upon an alleged default on a guaranteed student loan. A wage deduction summons was served on Cayman Associates, Ltd., the individual's former employer and final judgment was entered against Cayman. The Commission then filed a non-wage garnishment summons on a bank which resulted in money being removed from Cayman's operating account and eventually ending up in the State's general revenue fund. Later, the order entered against Cayman was vacated, the garnishment proceedings against Cayman were dismissed, and the monies previously removed from Cayman's account were ordered

to be returned. Cayman also had to come to this Court for relief. No response to Cayman's motion for summary judgment was made by Respondent and on the issue of the motion we said:

"The record before us indicates that the State has in its possession funds obtained from Cayman pursuant to a void court order. Thus the State has no legitimate interest in the funds and they should be returned to the Claimant." ***Cayman*, supra, p. 303.**

Respondent cited several cases relating to the voluntary payment of fines, taxes, and fees rather than voluntary payment of a judgment. In ***Potter v. State*** (1948), **18** Ill. Ct. Cl. **1,** the Claimant paid fines to the State following a decision of a justice of the peace on complaints brought against him by the Department of Conservation for alleged game law violations. On appeal to the circuit court of Ogle County, the complaints were found to have been insufficient and the fines were ordered to be returned to the Claimant. Judge Bergstrom noted that since an appeal was taken, Claimant could have filed an appeal bond to stay the enforcement of the fine. In denying recovery the Court held:

"The law does not require a defendant who takes an appeal from a justice of the peace to pay either the **costs or** the fine imposed by the justice of the peace, but if the said cost or fine is paid, it cannot be recovered upon a subsequent acquittal (citing cases); and where a fee **or** tax is paid voluntarily, with knowledge of the facts, the same cannot be recovered back, in the absence of a statute authorizing recovery." ***Potter*, supra, p. 3.**

A similar decision was reached in ***Smith v. State*** (1953), **21** Ill. Ct. Cl. **459.** There the Claimant voluntarily paid a traffic fine upon conviction which was later reversed. Relying on the ***Potter*** decision, ***supra,*** in denying recovery, the Court again held that a voluntary payment of a fine and costs cannot be recovered absent statutory authorization.

As was previously noted, both ***Potter*** and ***Stewart*** were cases involving fines and costs. The other cases

cited by Respondent involved taxes and fees. They were all paid as a result of mistake, overpayment, statutory violations, or pursuant to unconstitutional statutes. The law appears to be well settled in the Court of Claims and constitutional courts that in the absence of an authoritative statute and a showing of compliance therewith by the plaintiff, voluntary though erroneous payments of fines, costs, fees, and taxes cannot be recovered.

We find that the cases cited by Respondent are inapplicable. The case at bar involved the payment of a civil judgment by a third party. The relationship between Claimant and Respondent was not that of taxpayer-sovereign. Under the facts in this case the relationship between the parties was simply that of judgment debtor-creditor. We feel that under such circumstances the State is not in the same position as it **would** be in a situation involving taxes, fees, costs, and fines. The fact that the funds have been redeposited in the ordinary course of procedure into the State's general revenue fund, while operating as a bar to an enforceable order of refund by a constitutional court, **is** of course no bar to judgment in this Court. In the ordinary case, a judgment creditor may voluntarily pay a judgment and still prosecute an appeal without waiving rights for relief, and upon reversal of a judgment by appeal, an appellant who has paid the judgment is entitled to receive the monies previously paid back. That is the situation in the case at bar.

Failure to exercise the option under Supreme Court Rule **305** (Ill. Rev. Stat. 1977, ch. 110A, par. **305)** to post an appeal bond is not a bar to recovery. That rule is permissive and not mandatory. Although Claimant might have avoided the present litigation by doing so, it was its prerogative.

It is hereby ordered that Claimant's motion for

summary judgment be, and hereby is granted, and Claimant is hereby awarded the sum of **$36,558.21.**

(No. 81-CC-2356—Claimant awarded $1,250.00.)

CLARENCE DAVIDSON, Claimant, *v.* THE STATE OF ILLINOIS, Department of Corrections, Respondent.

Opinion filed May 2, 1983.

CLARENCE DAVIDSON, *pro* **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*dental* ***cure—negligence—cluim ullowed.*** **Inmate ot correctional facility was granted award for pain, suffering and permanent damages suffered when State, through dental department at facility, negligently filled wrong tooth of Clainiant and neglected to care for bad tooth, as State admitted negligence and failed to submit any briefs as to the question of damages.**

HOLDERMAN, J.

Claimant seeks to recover for the alleged neglect and failure of Respondent's agents in treating Claimant's dental disorders while he was incarcerated at Stateville Correctional Center.

The evidence in this case shows that while Claimant was a prisoner at Stateville, he experienced a toothache, and on February 10, **1981,** in response to his request for dental attention, Claimant was called to the dentist's office. The dentist proceeded to fill one of Claimant's teeth. Later the same day, the toothache recurred and it was called to the attention of the dental department.

The following day, Claimant returned to the dentist

where the dentist who had filled the tooth on the previous day admitted he had filled the wrong tooth. Nothing was done for a few days, and in the meantime the tooth became infected, causing Claimant considerable pain and discomfort. This condition continued for a number of days until the tooth was finally extracted.

Claimant appeared *pro* se at the hearing in this cause and Respondent did not appear. Respondent subsequently stipulated to its own liability and submits this case on the question of Claimant's damages.

The record is clear and uncontradicted that Claimant suffered a toothache and that the tooth subsequently became infected. Claimant first went to the dentist on February 10, 1981, and he proceeded to receive treatment for a period of several weeks. During all this period of time, Claimant stated he was in constant pain and was given very little medication and finally resorted to taking aspirin and putting it on the infected tooth to get some relief.

The Respondent's records show Claimant did call the dental and medical department's attention to his situation.

Claimant alleges he suffered damage to his nerves as a result of the constant pain, that he is still nervous, and that he has never quite recovered from the ordeal he suffered.

The only evidence in the record is that introduced by Claimant which consists primarily of his testimony and the records from the dental department at Stateville.

The question now becomes a matter of how much damages should be awarded to Claimant for pain and suffering and permanent damages, if any.

First National' Bank v. Standard Paving Co. (1973),

15 Ill. App. 3d 7, **303** N.E.2d 29, lays down the rule that where right of recovery exists, defendant cannot escape liability because damages are difficult of exact ascertainment, and that absolute certitude as to amount of damages is not required as long as damages have been proven within reasonable certainty.

Witte v. State, 21 Ill.Ct.Cl. 173, lays down the rule that "where evidence showed that an inmate, after being injured, did not receive medical attention from a qualified physician for ten days, the State was negligent, and an award will be made for permanent injury and deformity resulting therefrom."

The evidence is clear in the present case that **Claim**ant did suffer as a result of the negligence of Respondent and that Respondent (1) filled the wrong tooth of Claimant; and (2) neglected to take care of the bad tooth, causing the infection of the tooth, which required treatment for a period of one month.

As stated above, Respondent has admitted negligence and did not submit any briefs as to the question of damages.

It is the opinion of this Court that the negligence of Respondent caused the damages complained of and that Claimant did suffer some damages.

Award is hereby entered in favor of Claimant in the amount of $1,250.00 for pain, suffering, and permanent damages.

(No. 81-CC-2676—Claim dismissed.)

CHARLES TALLEY, JR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 20, 1983.

CHARLES TALLEY, JR., *pro se,* for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General; of counsel), for Respondent.

PRISONERS AND INMATES—*lost mail—claim denied.* Where inmate of correctional facility failed to present clear proof that State had taken possession of painting and letter which inmate sought to mail to correspondent, claim for loss of those items was denied, as before recovery will he allowed to inmate under such circumstances, it must he shown by positive proof that property was in the exclusive possession of State.

HOLDERMAN, J.

Claimant, an inmate of an Illinois penal institution, has brought this action for monetary damages arising out of the alleged loss of "intimate correspondence and future relationship with person that cared about Claimant's well being enough to write and call from another county (sic), loss of time in painting, a painting and the materials used in painting a painting as well as mental and grievous suffering in the loss of a friend which cared and took Claimant for his word in trusting that he would send the oil painting to her in the total sum of $7,000.00."

Claimant's claim sounds in tort for negligence and he. seeks relief against Respondent under section 8(d) of the Court of Claims Act. Ill. Rev. Stat., ch. 37, par. 439.8(d).

Claimant's complaint sets forth that on December 20, 1980, Claimant gave the mailroom supervisor at the Centralia Correctional Center $5.00 in postage to send a 12 x 16 brown envelope containing a letter and an oil painting to a female correspondent. Claimant alleges that Respondent's employee delivered the mail to the dayroom control on December 20, 1980, during the 3 to 11 shift.

Claimant grieves the loss of his painting and correspondence for the reason that, contrary to institutional rules, no notation was made on the outgoing mail list that Claimant's mail went out on December 20, 1980. Claimant did not know his correspondence did not leave the institution but had surmised that by the absence of any notation from the outgoing mail list.

The record is wholly devoid of any proof that the Claimant's property was in any way lost, mislaid, or misdirected by prison authorities. Claimant relies solely upon the fact that there was not any notation regarding the mailing of his painting and letter, since said notation did not appear on the institution's list of outgoing mail.

This Court has repeatedly held that before recovery can be made by an inmate, it must be shown by positive proof that Claimant's property was in the exclusive possession of Respondent. See ***Brown v. State*** (1979), **32** Ill.Ct.Cl. **767.**

Most of the cases arising from **loss** of personal property occur when an inmate of an institution is being transferred to another institution and Respondent takes possession of said property, gives a receipt showing it has taken actual possession, and then fails to deliver said property to the new institution. In such cases, Respondent has acknowledged receipt of the property and the facts show it was in the exclusive possession of Respondent at the time said property was lost.

The present case does not present such clear proof. Case dismissed.

(No. 81-CC-2747—Claimants awarded $139,876.60.)

FORREST R. CHANEY and DAVID A. IMBER, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order *filed January* ***4,1982.***

Opinion filed Moy ***31,1983.***

HECKENKAMP & SIMHAUSER (ROBERT G. HECKENKAMP, of counsel), for Claimant.

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

STATE EMPLOYEES BACK SALARY CLAIMS—wrongful discharge—buck *salary*—stipulation—uward granted. Based on the joint stipulation of the parties, an award was granted one Claimant for back wages for period of his wrongful discharge, after making dednction for money earned during that time when Clainiant was mitigating his loss by outside employment.

SAME—Wrongful discharge—back salary—mitigation *of* loss—award grunted. Evidence established that Claimant satisfied requirement that he do everything in his power to mitigate loss due to wrongful discharge and award *was* granted for lost wages after deduction for money earned through other employment, as State stipulated to amount which would have been earned but for the discharge.

ORDER

POCH, J.

This cause having come before this Court on the joint stipulation of the Claimant Forrest R. Chaney, by his counsel, Robert G. Heckenkamp, and the Respondent, the State of Illinois, by the office of the Attorney General and the Court being fully advised in the premises finds that the parties in their stipulation agreed that the Claimant, Forrest R. Chaney would have earned **$123,916.90** had he been continually employed by the Department of Law Enforcement and that during the period of his wrongful discharge that he mitigated his loss by outside employment which earned him **$82,007.41.** The Claimant, in the joint stipulation, agrees to accept

the difference of $41,909.49 in complete settlement of his claim and the Respondent agrees that he would have no objections to the granting by this Court of an award in that amount. The Respondent also agrees in their joint stipulation that the employment record of the Claimant satisfies the requirements that the Claimant did everything in his power to mitigate his losses during the period of his discharge from the State of Illinois. This Court agrees with the conclusion of the office of the Attorney General that the Claimant has satisfied the requirements of the Court for the mitigation of his loss, and concurs in the appropriateness of the joint stipulation.

It is therefore ordered by this Court that Forrest R. Chaney be granted an award in the amount of $41,909.49, plus employer contributions to the State Employees' Retirement System and/or FICA and minus deductions for appropriate employee payments for State Employees' Retirement System and/or FICA, and for Federal and State income taxes as shown in Appendix 1 attached hereto and made a part hereof.

APPENDIX A

Identification of State Contributions and Deductions from Back Salary Award

To the State Employee's Retirement System:	
Employee's contribution to State Employee's Retirement System	11322.10
Employee's contribution to FICA	243.10
State's contribution to State Employee's Retirement System	9062.53
State's contribution to FICA	243.10
To Illinois State Treasurer to be remitted to Internal Revenue Service:	
Clainiant's Federal Income Tax	8381.89

To **Illinois** Department:

Claimant's **Illinois Income** Tax	**1047.73**

To the **Claimant:**

Net **Salary**	**20914.76**

OPINION

Roe, C. J.

This claim is for back wages by a wrongfully discharged employee of the State of Illinois. This opinion pertains to the second count of the complaint filed herein, *i.e.* the claim by David **A.** Imber. The first count consisted of a claim by Forrest R. Chaney which has previously been decided by an order filed herein on January 4, 1982.

Prior to May **14,** 1975, the Claimant, Mr. Imber, was employed by the Department of Law Enforcement of the State of Illinois as an officer in the Department's Illinois Bureau of Investigation. On May 14, 1975, the Claimant was discharged from said employment by the superintendent of the I.B.I. He appealed his discharge. The Civil Service Commission affirmed it. Thereafter the circuit court of Sangamon County, on administrative review, reversed the decision of the Civil Service Commission and ordered the Claimant reinstated with full back pay and restoration of benefits. The judgment of the circuit court was affirmed on appeal by the appellate court for the Fourth District of Illinois in ***Chaney v. Department of Law Enforcement*** (1979), 74 Ill.App.3d 424, and by the Illinois Supreme Court in ***Chaney v. Civil Service Commission*** (1980), 82 Ill.2d 289. The judgment **is** now final.

The Claimant was reinstated on January 5, 1981, and has received his pay for that fiscal year, including back pay, less set-off, from the beginning of that fiscal year.

The Claimant has brought this action in this Court to recover that portion of his back pay due him that, but for the lapsing of the appropriations from which he could have been paid, would have been paid. The issue in such an instance involves the extent of the Claimant's good faith efforts to mitigate his losses by seeking other employment during the period of his wrongful discharge. A hearing was held on this issue on August **2,** 1982, before a commissioner of this Court at the Springfield office of the Court of Claims.

According to the testimony heard at said hearing and the group exhibits presented, it appears that the Claimant has substantiated evidence of at least 33 jobs applied for during the period in question and further testimony indicated that this only represented a small portion of the jobs the Claimant actually applied for but for which no records were kept. The Claimant, having met with no success with respect to those applications, commenced working as a common laborer, at first on a very limited on call basis and then began working steadily in 1978 until November 30, 1979, at which time he was injured on the job and unable to work for more than six months. All during this time he was involved in the litigation contesting his wrongful discharge. After reviewing the record we find that the evidence is overwhelming that he did everything reasonably possible to mitigate his losses and certainly expended much time both in searching for employment, working when able and preparing for and attending hearings.

Following the conclusion of the hearing, the parties entered into stipulation that (while not being a concession on the part of the Respondent on the issue of whether or not Claimant did everything within his power to mitigate **his** losses) should the Court of Claims determine that the Claimant did everything in his power to mitigate his

losses, the amount of the award in favor of the Claimant should be $82,369.94. This was based upon the stipulation that the Claimant would have earned with the Department of Law Enforcement, had he not been wrongfully discharged, the amount of **$115,949.30,** and that his mitigation through actual earnings was **$33,579.30,** including credit for weekly workmen's compensation benefits received as a result of the job-related injury.

We do find that Claimant did all in his power to mitigate his losses and concur with the stipulation. Accordingly, it is hereby ordered that Claimant be, and hereby is, awarded the sum of **$82,369.94.**

APPENDIX A

Identification of State Contributions and Deductions from Back Salary Award

To the State Employee's Retirement System:		
Employee's contribution to State Employee's Retirement System		**7,408.39**
Employee's contribution to FICA		**443.27**
State's contribution to State Employee's Retirement System		**5,848.27**
State's contribution to FICA		**443.27**
To Illinois State Treasurer to be remitted to Internal Revenue Service:		
Claimant's Federal Income Tax		**16,473.99**
To Illinois Department:		
Claimant's Illinois Income Tax		**2,059.25**
To the Claimant:		
Net Salary		**55,985.04**
TOTAL AWARD	**$88,661.48**	

(No. 82-CC-0276—Claimant awarded $21,467.00.)

RAY GRAHAM ASSOCIATION FOR THE HANDICAPPED, a not-for-profit corporation, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 9, 1982.

DANIELS & FARIS (JOHN M. CALUWAERT, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (EDWARD C. HURLEY, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***transportation services—award granted.*** Based on the stipulation of the parties, an award was granted to Claimant for transportation services provided to Department of Rehabilitation Services.

PER CURIAM.

This cause comes before the Court on a stipulation filed by the parties wherein it is requested that this Court make an award in Claimant's favor in the amount of **$21,467.00.** The Claimant, an Illinois not-for-profit corporation, provided transportation services for clients of the Department of Rehabilitation Services.

The Claimant did in fact provide the services alleged in the complaint on behalf of the Department of Rehabilitation Services by providing its residents with transportation services.

The Department of Rehabilitation Services does not dispute the fact that the Claimant herein performed the services which are the subject matter of this complaint and that the sum of **$21,467.00** is due and owing the claimant.

While this Court is not bound by any stipulation made by the parties to a case, such a stipulation will not be rejected out of hand.

It appears that the parties have carefully considered

the merits of this claim. Such being the case, the Court allows the stipulation of the parties.

It is hereby ordered that Claimant, Ray Graham Association for the Handicapped, be awarded the sum of $21,467.00 (twenty one thousand four hundred sixty seven dollars and no cents) in full and final satisfaction of any and all claims arising under cause No. 82-CC-0276.

(No. 82-CC-0496—Claimant awarded $900.00.)

BLOSSOM LEVINE, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed* July *15, 1982.

ROCHELLE GRIMBAU, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***error on insurance form—award granted.*** Where State conceded that it made error in filling out insurance form for Claimant, employee of State university, with result that dependent spouse life insurance was eliminated as to Claimant's husband, and Claimant did not become aware of error until her husband died and she was unable to collect insurance, award was granted Claimant based on joint stipulation of parties.

POCH, J.

This claim comes before the Court upon the joint stipulation submitted by the parties. The stipulation states as follows:

1. That Claimant began working for Northeastern Illinois University on June 15, 1975.

2. That shortly thereafter, she enrolled in the Illinois

State employees group insurance program and applied for dependent spouse life insurance.

3. That she retained and paid for this coverage until July 18, 1978, at which date Claimant and the other employees at Northeastern were asked to fill out new insurance forms.

4. That since Claimant was unusually busy at this time, she signed a blank form and asked the personnel director to fill it out so as to retain the coverage she already had, including dependent spouse life insurance.

5. That the personnel director erroneously filled out the form so as to eliminate the dependent spouse life insurance.

6. That Claimant did not become aware of the mistake and the change in coverage until March 19, 1980, when her husband died and she was unable to collect any insurance.

7. That Respondent concedes that it made an error on the insurance form and that it is liable to Claimant to the extent set forth herein.

8. That both parties agree that Claimant's damages amount to $900.00 and that award in this amount be granted.

9. That both parties agree that this award shall constitute full and final satisfaction of this claim or any others arising from the same occurrence.

10. That both parties waive hearing and the filing of briefs for this claim.

It appears to the Court that this stipulation was entered into freely and with due consideration of the law and facts relating to the claim. While we are not bound by this stipulation, we are also not disposed to create a

controversy between the parties where none seems to otherwise exist.

Claimant is hereby awarded the sum of $900.00 (nine hundred dollars and no cents) in full and final satisfaction of this claim.

(No. 82-CC-0792—Claimant awarded $2,500.00.)

JOSEPH R. CONNOLLY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed January 3, 1983.

SCANLAN AND HARTIGAN, LTD., for Claimant.

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

STIPULATIONS—*settlement without finding State liable.* Award granted Claimant based on joint stipulation of parties allowing settlement in amount of $2,500 without finding of State liability.

POCH, J.

This matter comes before the Court upon the joint stipulation of Claimant and Respondent to the granting of a settlement in the amount of $2,500.00 without a finding of State liability. The Court being otherwise duly advised in the premises, therefore,

It is hereby ordered that a settlement amount be entered in favor of Claimant, Joseph R. Connolly, in the amount of $2,500.00 (twenty five hundred dollars) in full and final satisfaction of this matter.

(No. 82-CC-0939—Claimant awarded $225.00.)

JOANN M. WILLIAMS, Claimant, *v.* THE STATE OF ILLINOIS, ILLINOIS RACING BOARD, Respondents.

Order *filed* April *4, 1983.*

RUSSELL W. HARTIGAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES BACK SALARY CLAIMS—*per* diem work—claim allowed. Based on evidence submitted, Claimant was granted an award for five days work on a per diem basis, as record showed that she was terminated from per diem position with Illinois Racing Board, but was entitled to reimbursement for work performed at home and accepted by Board through date of termination.

POCH, J.

On November 13, 1981, Claimant, Joann M. Williams, filed her complaint seeking reimbursement for per *diem* work performed and accepted by the Illinois Racing Board.

Claimant was employed by the Illinois Racing Board from June 1, 1981, through July 28, 1981, when she was informed that her employment was terminated and that she was not to be reinstated as an employee.

This matter was heard by Commissioner Robert E. Cronin, who found from the testimony and documentary evidence that Claimant was assigned to license harness operators at Balmoral Park. Claimant worked on the basis of 6-1/2 hours a day and was paid a *per diem* of $45.00 per day. The record further reflects that Claimant performed some work at home during the time frame of June 21, 1981, through the end of July 1981. Claimant failed to substantiate that she processed 6,000 applications during that same period of time.

Therefore, based upon the evidence submitted, the

Claimant is entitled to an award of five days of work at $45.00 a day in the amount of two hundred twenty five **($225.00)** dollars, as reimbursement for work performed at home and accepted by the Illinois Racing Board.

An award is hereby made to Claimant, in the amount of two hundred twenty five **($225.00)** dollars.

(No. 82-CC-1090—Claimant awarded $24,473.00.)

D'ABAR BUILDERS, INC., an Illinois corporation, Claimant,
v. THE **STATE OF ILLINOIS,** Respondent.

Opinion filed October 25,1982.

DOUGLAS C. HANCOCK, for Claimant.

TYRONE C. FAHNER, Attorney General (EDWARD C. HURLEY, Assistant Attorney General, of counsel), for Respondent.

CONTRACTORS—*fees* on payments to subcontractors—stipulation—award granted. Claimant corporation was entitled to a fee based on payments made *to* subcontractors pursuant to contract with State, and based on the stipulation of the parties an award was granted in the amount agreed to be owing Claimant.

ROE, C. J.

This cause comes before the Court on stipulation filed by the parties wherein it is requested that the Court make an award in Claimant's favor in the amount of **$24,473.00.** The Claimant, an Illinois corporation, being entitled to fees on amounts paid to subcontractors pursuant to a contract entered into with the Capital Development Board.

The Claimant did not receive and has been denied

its 25% fee on payments made to subcontractors alleged in the complaint. The Capital Development Board does not dispute the fact that the Claimant herein is entitled to fees on monies paid to the subcontractors, pursuant to the contract, which are the subject matter of this complaint, and that the sum of **$24,473.00** is due and owing the Claimant.

While this court is not bound by any stipulation made by the parties to a case, such a stipulation will not be rejected out of hand.

It appears that the parties have carefully considered the merits of this claim. Such being the case, the Court allows the stipulation of the parties.

It is hereby ordered that Claimant, D'Abar Builders, Inc., be awarded the sum of **$24,473.00** (twenty-four thousand, four hundred and seventy-three dollars) in full and final satisfaction of all claims arising under cause No. **82-CC-1090.**

(No. **82-CC-1214—Claimant awarded $86,256.00.)**

RYDER TRUCK RENTAL, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed June* 25,1982.**

Opinion* on *rehearing filed March 18,1983.

MATON, GOLDSTEIN & BARR (PAUL J. MATON, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (ANDREW R. JARETT, and WILLIAM R. WALLIN, Assistant Attorneys General, of counsel), for Respondent.

FEES—registration fees—improper collection—refund granted. Previous decision of Court of Claims refusing to concur in stipulation by both parties to an award for refund of certain registration fees that were improperly collected and denying the claim based on the expiration of the applicable limitations period modified on rehearing to allow grant of award under circumstances, as underlying facts indicated that Claimant was totally innocent victim of fee procedure and Claimant was only seeking what was wrongfully paid.

ROE, C. J.

This claim arises from the final administrative decision of the Secretary of State to refund Claimant $86,256.00 in registration fees that were improperly collected during a period from 1973 to 1975. This court has jurisdiction over the claim pursuant to section 8 of the Court of Claims Act (Ill.Rev.Stat., ch. 37, par. 439.8(a)), and more specifically under section 3-824 of the Illinois Vehicle Code (Ill.Rev.Stat., ch. 95½, par. 3-824) which provides in pertinent part as follows:

"(d) Any application for refund received after the times specified in this section shall be denied and the applicant in order to receive a refund must apply to the Court of Claims."

The time specified in section 3-824(b) of the Illinois Vehicle Code was six months, although the applicability of this time period to the particular facts in this case was not finally determined by the Secretary of State until October 30, 1981, following several years of litigation at the administrative level.

The facts of the case are not in dispute and were stipulated to by the parties as follows:

"a. This case revolves around the interpretation of sections 3-400 and 3-401 of the Illinois Motor Vehicle Code (IRS 1973, ch. 95½, pars. 3-400 and 3-401).

b. Under section 3-401(a) of the Motor Vehicle Code it is unlawful for any person to drive or permit to be driven on the highways any vehicle that is not registered in the name of the owner.

c. That under section 3-400 of the Vehicle Code an owner is defined as including a lessee.

d. That Ryder Truck Rental, Inc. would buy trucks and register them for use in Illinois. These trucks would then be leased out in the normal course of business.

e. That the Secretary of State would check the registrations of these leased trncks, and under strict interpretation of the law the trucks were not registered under the name of the 'owner', in this case the lessee. The Secretary of State then required that the trncks be registered under the names of the lessees. That Ryder agreed to pay these fees to avoid inconvenience to its customers (the lessees).

f. That the flat weight tax, which has been referred to as the registration fee, is set forth in section 3-815 of the Illinois Motor Vehicle Code (IRS. 1973, Ch. 95½, par. 3-815) and that most of Ryder's trucks fell into class V, which requires payment as a tax or fee per truck of $1,492.00.

g. That Ryder appealed this forced registration, arguing that as trucks had been properly registered, all that was needed was a corrected registration. Under section 3-821(a) of the Illinois Motor Vehicle Code (IRS 1973, Ch. 95½, par. 3-821(a)) the fee for this is only two dollars.

h. That the Secretary of State agreed with Ryder and found that $86,256.00 had been improperly collected and should be returned."

Pursuant to Rule 14 of the Rules of the Court of Claims, departmental reports were offered into evidence by stipulation along with other evidence which indicated that the Secretary of State does believe that the sum is due and owing, and the parties represented by counsel have agreed to an award of that sum.

Although we are not bound by such stipulations, we do encourage parties to avoid litigation if unnecessary and will not reject such stipulations out of hand. In the case at bar, while we agree in all respects that the fees paid by Claimant were improper, we feel constrained by law to deny this claim on other grounds. We find that the two-year limitations contained in section 22(g) of the Court of Claims Act (Ill.Rev.Stat., ch. 37, par. 439.22(g)) applies. The various incidents giving rise to the cause of action in this claim occurred at various points in time during 1973, 1974, and 1975. The claim was not filed until December 4, 1981, and therefore is clearly barred.

Although Claimant was bound to exhaust its adminis-

trative remedies pursuant to section 25 of the Court of Claims Act (Ill.Rev.Stat., ch. 37, par. 439.24-5), it should nevertheless have filed its claim in this Court to preserve the claim while seeking administrative review. Rules 6 and 7 of the Rules of the Court of Claims provide a procedure whereby, upon a showing that a claimant was involved in pursuit of other remedies in another forum, the case in the Court of Claims would be continued generally pending resolution of the collateral litigation.

We are cognizant of the difficulties suffered by Claimant during the course of its administrative hearings, but were we to approve this stipulation we would effectively be doing away with the statute of limitations in such cases because any party could at any time start the limitations period running again by seeking an administrative order, whether favorable or unfavorable, and then file here.

In summary, while we are sympathetic to the plight of the Claimant, we are constrained by law to deny this claim. Accordingly, it is hereby ordered that this claim be, and hereby is, denied.

OPINION ON REHEARING

ROE, C.J

This claim arose out of a final administrative decision of the Secretary of State not to refund the Claimant certain registration fees that were improperly collected during a period from 1973 to 1975. The facts are set forth in our previous opinion filed June 25, 1982, wherein the claim was denied. It is before us now on the Claimant's petition for rehearing.

In our previous opinion we refused to concur in the stipulation by both parties to an award and denied the claim based upon the expiration of the applicable two-

year limitations period (Section 22(g) of the Court of Claims Act. Ill.Rev.Stat., ch. 37, par. 439.22(g).) We stated as follows:

"In the case at bar, while we agree in all respects that the fees paid by Clainiant were improper, we feel constrained by law to deny this claim on other grounds. We find that . . . (the two-year limitations period) . . . applies. The various incidents giving rise to the cause of action in this claim occurred at various points in time during **1973, 1974,** and **1975.** The claim was not filed until December **4, 1981,** and therefore is clearly barred.

Although Claimant was bound to exhaust its administrative remedies pursuant to Sec. 25 of the Court of Claims Act, it should nevertheless have filed its claim in this court to preserve it while seeking administrative relief. Rules 6 and 7 of the Rules of the Court of Claims provide a procedure whereby, upon **a** showing that a claimant was involved in pursuit of other remedies in another forum, the case in the Court of Claims would he continued generally pending resolution of the collateral litigation.

We are cognizant of the difficulties suffered by Claimant during the course of its administrative hearings, but were we to approve this stipulation we would effectively be doing away with the statute of limitation in such cases because ***any party could at any time start the limitations period running again by seeking an administrative order, whether favorable or unfavorable, and then file here."*** (Emphasis added.)

In its petition for rehearing Claimant essentially made a two-part argument to the effect that the Secretary of State has the authority to grant or deny a request for a refund of registration fees erroneously collected when said request is made six months or more after the date of payment and, until the Secretary of State has acted on the request, Claimant cannot be said to have exhausted his administrative remedies pursuant to section 24 of the Court of Claims Act. Ill.Rev.Stat., ch. 37, par. 439.24.

With respect to whether or not the Secretary of State had such authority, we think that the administrative decision rendered October 31, 1981, was dispositive of the issue wherein the Secretary of State voiced the same basic concern emphasized in the language quoted above. He stated in pertinent part as follows:

"It is clear that the General Assembly did not want the Secretary to even ***consider*** applications for (sic) which were filed more than six (6) months after the payment in error. It does not seem logical or consistent for the General Assembly ***in the same sentence*** to give the Secretary a discretionary authority without any limit whatsoever regarding time of payment or amount of refund. It would seem inconceivable that the legislature intended that a Secretary conld determine, on his own motion, that an excess fee was paid by someone twenty (20) years and three (3) administrations ago and order a refund.

o o o

Finally it should be noted that what Ryder is doing in this case, ***since it admits a six (6) month limitation on applications for refund,*** is to suggest the error to the Secretary—rather than call it an application—and then ask the Secretary to use his 'discretionary' authority to 'determine' that the refund 'is due and owing' as though the entire matter were his own idea.

If Ryder Trnck Rental, Inc. were to prevail in its theory of the construction of this Statute, any person who thought they might have a refund coming conld completely circumvent the meaning and intent of the Statute by following the same course of action." (Emphasis contained in order.)

It is not the function of this Court to review such determinations. The case is here, not for review, but pursuant to section 3-824(d) of the Illinois Vehicle Code. Ill. Rev. Stat., ch. 95½, par. 3-824(d).

Said subsection provides as **follows:**

"(d) Any application for refund received after the times specified in this section shall be denied and the applicant in order to receive a refund must apply to the Conrt of Claims."

With respect to Claimant's contention that, until the Secretary of State rendered a decision the administrative remedies had not been exhausted, we do not agree. After the six-month period Claimant had no administrative remedy to exhaust. Its only available course of action was application to the Court of Claims. The cause of action in this forum accrued six months after the erroneous payment and could be brought within two years of that time. Moreover, the amendment which added the language to the section 3-824 pursuant to which the Claimant based its argument that it had another remedy was not even in effect at the time the application for refund was made to the Secretary. Contrary to Respond-

ent's belief as stated in its response to the petition for rehearing, our concern is more than theoretical. The situation also arises in other contexts. See *Weissman v. State* (1977), 31 Ill.Ct.Cl. 506.

We think that the foregoing addresses the legal arguments raised in the petition and response. Claimant may now argue that in construing when the cause of action in this forum accrues we are essentially reviewing and affirming the administrative decision of the Secretary of State. We are not. The Secretary of State was vested with authority to render its decision and it stands. Rather than reviewing the decision we are accepting it for what it is. The fact that the decision was a denial without prejudice to pursue the claim in this forum could only be construed to mean that the denial was not a comment on the actual merits of the application.

Similarly, it could be argued that but for the decision of the Secretary of State we would not have been able to find when the cause of action accrued in the Court of Claims as we did, again raising issues of exhaustion of remedies. Of course, had the decision of the Secretary gone the other way, Claimant would not even be here. And, the consequences of the decision were foregone conclusions by the time the claim at bar was filed. But the Claimant could have preserved his case here by way of the procedure outlined in our previous opinion if it wanted to try another avenue for relief. Neither section 25 of the Court of Claims Act (Ill.Rev.Stat., ch. 37, par. 439.24-5) nor Rule 6 of the Rules of the Court of Claims requires exhaustion of remedies before filing. They only require it before final determination. Had the claim been timely presented we either would have continued it generally if Claimant did seek another avenue or could have made a determination if another avenue was available. This is where the argument (that but for the decision of

the Secretary of State we would not have been able to find when the cause of action accrues) breaks down. It is speculative, if not moot. Claimant did not file its claim here in time to present the issue. Had it done so, it would not have mattered. Regardless of which way the Secretary's determination or this Court's determination resulted, Claimant would have had the opportunity to present its case on the merits. Both the concerns of the Secretary and this Court, that the limitations period would be rendered a nullity in this situation, would have been satisfied.

However, Claimant did diligently and actively seek his refund from the Secretary of State. The application was made within two years and six months of the erroneous payment. The situation here is extremely different in that respect from *Weissman, supra,* where the Claimant sat on his rights for approximately five years. Although the change in the law ultimately was found to have no effect on the Claimant's application, it did give rise to certain strong legal arguments on Claimant's behalf which were raised in good faith and actively urged. The record indicates that the fact finding was a lengthy and tedious procedure. The issues raised and the underlying facts were apparently so perplexing to sort and resolve that it took three different administrations before a determination was made. There is no doubt as to the legitimacy of the actual merits of the case. The Secretary agreed that the fees were improperly collected. The Respondent through the Attorney General's Office stipulated to an award in the full amount claimed. The underlying facts indicated that Claimant was a totally innocent victim of a procedure which was tantamount to highway robbery and Claimant is only seeking what it was wrongfully forced to actually pay out and do without for nearly 10 years. Under these extremely narrow and unique circumstances we will make the agreed award. However,

we expressly caution that nothing we said herein is to be construed **as a** relaxation of our position. The situation presented herein was not intended as **a** disguised attempt to recreate the accrual of **a** cause of action and we do not intend to sanction such in the future.

It is hereby ordered that Claimant be, and hereby is awarded the sum of **$86,256.00 as** the parties agreed.

(No. 82-CC-1562—Claimant awarded $374.32.)

FIRESIDE CHRYSLER PLYMOUTH, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed *December* 15,1982.

ROBERT E. GORDON & ASSOCIATES, P.C. (ROBERT A. LANGENDORF, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*summary judgment—award* grunted. Based on State's motion for summary judgment in the form of partial award to Claimant, partial award was granted in full satisfaction of claim.

ROE, C. J.

This matter corning to be heard on the motion of the Respondent for summary judgment in the form of a partial award to the Claimant, due notice having been given and the Court being fully advised in the premises;

Finds that **$2,264.17** of this claim has been paid directly by the Department of Law Enforcement.

The remaining **$374.32** is a properly authorized obli-

gation of the Department of Law Enforcement which was not paid due to the lapse of the appropriation for the period during which the debt was incurred. Money was appropriated under appropriation and fund No. **011-45460-1800-00-00** of which appropriation **$86,542.12** lapsed in fiscal **1978** and **$346,212.28** lapsed in fiscal **1977.**

It is hereby ordered that Respondent's motion for summary judgment is granted and Claimant is hereby awarded, in full satisfaction of this claim, the sum of **$374.32.**

(No. **82-CC-1564—Claimant awarded $500.00.)**

TAMARA **L.** HAMMER, a/k/a Tamara L. Reed, Claimant,
v. THE STATE OF ILLINOIS, Respondent.

Opinion filed March ***28,1983.***

DONOVAN AND ROBERTS, P.C., for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***automobile damaged—stipulation—award granted.*** **State conceded liability for damage to Claimant's automobile, and based on joint stipulation of parties, award was granted to Claimant in full satisfaction of claim arising out of occurrence.**

POCH, J.

This matter comes before the Court on the joint stipulation of the parties, which states as follows:

1. That the instant claim seeks to recover for damage to Claimant's automobile sustained on June **6, 1981,** at the intersection of State Route ***56*** and Briggs Road in Du Page County.

2. That Respondent concedes liability for the accident and the damages sustained in the amount of $500.00.

3. That there are no disputed questions of fact.

4. That both parties waive hearing and the submission of briefs.

5. That no other evidence, oral or written, will be submitted to the Court.

6. That an award of $500.00 will constitute full and final satisfaction of the instant claim and any other claim arising out of the same occurrence.

Although the Court is not bound by a stipulation such as this, it is also not desirous of interposing a controversy where none appears to exist. As long as the stipulation appears reasonable and fair, we see no reason to question its validity or to force the parties to take the time and expense of proving facts which are not in dispute.

We find the stipulated facts to be sufficient to sustain a finding of liability on the part of Respondent and an award in the agreed amount.

Claimant is hereby awarded the amount of $500.00 (five hundred dollars and no cents).

(No. **82-CC-1580—Claim dismissed.)**

RUSH ANESTHESIOLOGY GROUP and GUPTA GARLAN, M.D., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 14, 1983.

RUSH ANESTHESIOLOGY GROUP, *pro* se, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*medical* services—hilling *regulations* not followed—*claim* denied. Claimants failed *to* comply with regulations of Department of Public Aid as to filing bill for medical service\ rendered to an infant ward of Department of Children and Family Services, and therefore claim was dismissed.

POCH, J

This cause coming on to be heard on the motion of Respondent to dismiss, due notice having been given and the Claimants not filing any response thereto, and the Court being fully advised finds as follows:

1. That Claimants, Dr. Garla, a medical vendor, and the Rush Group, are seeking payment from the Illinois Department of Public Aid (IDPA) for medical services rendered by the doctor during November and December **1979,** to an infant ward of the Department of Children and Family Services.

2. That, as fully set forth in IDPA's department report, which is ***prima facie*** evidence of the facts therein set forth, Dr. Garla's December services were billed to IDPA within one month after the services were rendered; however, the bill was rejected for payment, as it failed to identify the patient as IDPA's Medical Assistance Program (MAP). Claimants' bill for such services was later corrected, and has since been approved for payment and paid by IDPA.

3. Claimants acknowledge they have no evidence that the doctor's November **1979** services were ever billed to IDPA on IDPA-prescribed forms, as required by Department Rule **4.015,** D.R. Exhibit R-2. This rule (the requirements of which also appear in IDPA's MAP Handbook for Physicians, D.R. Exhibit R-3, as distributed to all MAP participating physicians), also imposes certain

limitations on the State's payment responsibility for such services. Among these is a limit on the period of time, following rendition of services, during which a vendor must bill such services to IDPA in order for the State to be liable for payment.

4. Claimants were thus made aware of the aforementioned requirements, but have failed to document that the November services were ever billed to IDPA. IDPA's six-month deadline for Claimants' initial submittal of a bill for the November services has passed long prior to the commencement of this action. Accordingly, this claim is now ripe for final consideration and adjudication by the Court.

5. A vendor's claim to a vendor payment, enforceable under section **11—13** of the Public Aid Code (Ill. Rev. Stat. **1979,** ch. **23,** par. **11—13),** may be "limited by regulations of the Illinois Department." The above-mentioned regulation (department rule) imposes requirements which Claimants must meet if they are to receive a vendor payment for Dr. Garla's November services. Claimants have not met such requirements.

6. That payment of this claim would be contrary to the above-mentioned regulation.

It is hereby ordered that the subject claim be, and is hereby dismissed, Claimants having been fully paid for the December services and having failed to demonstrate an entitlement to payment for the November services.

(No. 82-CC-1617—Claim denied.)

LUCAS GONZALES, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 12, 1982.

LUCAS GONZALES, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—transfer of inmate not wrongful—money damages denied. Court of Claims denied claim for money damages allegedly due inmate of correctional facility because he was transferred to other facility without a hearing, as there was nothing in record to show that transfer was anything other than non-disciplinary transfer which did not require hearing and inmate failed to prove damages.

ROE, C. J.

This is an action brought by Claimant, Lucas Gonzales, a resident of Stateville Correctional Center, for $15,000.00 damages "for being wrongfully and illegally transferred in violation of his constitutional rights" from a medium security institution (Graham Correctional Center) to a maximum security institution (Stateville Correctional Center).

The department report filed herein sets out by way of hearsay that Claimant was an organizer of drug trafficking activities at Graham, that he engaged in this activity with his stepfather, Richard Jones, also an inmate, and that the drugs were supplied, in part at least, by one Carmen Navarett, wife of Jones and mother of Claimant.

Claimant was sentenced to Stateville in 1979. He was transferred to Graham on December 2, 1980. (R. 8) On April 11, 1981, his mother was arrested at the entrance to Graham Correctional Center. (Subsequently she pleaded guilty in the Montgomery County Circuit Court to unlawful possession of cannabis, paid a $500.00 fine and was given a two-year conditional discharge.) On April 17,

1981, the authorities at Graham submitted an administrative transfer request to the director of the Department of Corrections for Claimant's transfer. This request was approved, and on April 28, 1981, Claimant was returned to Stateville.

A memorandum dated February 19, 1982, from Kenneth L. McGinnis, warden, Graham Correctional Center, to Ronald S. Vycital, manager support services, contains the following statement:

"Mr. Gonzalez [sic] was transferred from the Graham Correctional Center to the Stateville Correctional Center pursuant to the provisions of Administrative Regulation 817, section II-F, which permits non-disciplinary transfers without prior hearings when it is in the best interest of the inmate or the Department of Corrections."

The Department of Corrections adult division administrative regulations dealing with institutional transfers are attached hereto as an exhibit. Section II-F specifically provides as follows:

"F. Nothing, in this regulation should be construed to mean that a non-disciplinary transfer may not he made without a hearing when it is in the best interest of a resident or the Department of Corrections."

In *Hundley v. Sielaff* (1975), 407 F Supp. 543, 546, (a civil rights action brought by two residents of Stateville against the director of the Department of Corrections and the Stateville warden), Justice Marshall states:

"The defendants argue that the complaint should be dismissed because Bauer has no constitutional right to a transfer, and that the question of whether an inmate should he transferred from one institution to another is a decision vested in the discretion of the Department of Corrections. There undoubtedly was a time when federal courts would not interfere with prison transfer decisions unless some clear abuse or caprice on the part of the prison officials could be shown. See, e.g., *United Stutes ex rel. Verde v. Case*, 326 F.Supp. 701, 704 (E.D.Pa.1971). More recent cases, however, hold that transfers that result in a grievous loss to the prisoner cannot he accomplished without the safeguards of minimal due process. *Aikens v. Lush*, supra; *United Stutes ex rel. Haymes v. Montunye*, 505 F2d 977 (wd Cir. 1974), cert. gr. 422 U.S. 1055, 95 S.Ct. 2676, 45 L.Ed.2d 707 (1975); *Newkirk v. Butler*, 499 F.2d 1214 (2d Cir. 1974), vacated and remanded on other grounds sub nom., *Newkirk u. Prieser*, 419 U.S. 894, 95 S.Ct. 172, 42 L.Ed.2d 138 (1975); *Stone v. Egeler*, 506 F.2d 287 (6th Cir. 1974). And while most of these cases deal with disciplinary rather

than administrative transfer, the label a state places on the transfer is not determinative. The court must look to the loss suffered by the transferred prisoner. ***Newkirk v. Butler***, supra, at 1217, 95 S.Ct. 172. Not every loss, however, is sufficient to invoke the due process clause. When the transfer is motivated by factors extrinsic *to* an inmate's behavior, the move may be accomplished without procedural due process even though some hardship may result to the prisoner. ***United Stutes ex rel. Hoymes v. Montunye,*** supra at 980. See ***Hillen v. Director of Social Services,*** 455 F.2d 510, 511 (9th Cir.), cert. denied, 409 U.S. 989, 93 S.Ct. 331, 34 L.Ed.2d 256 (1972)."

While it thus appears that the claims of inmates of Illinois correctional centers concerning their rights with regard to institutional transfers can be heard in the Federal courts, there is a question as to whether this Court can hear such claims. Clearly this Court could not direct that a claimant be transferred from one institution to another.

However, in this case Claimant is 'notasking for such affirmative relief. He is asking instead for $15,000.00 damages, alleging that his transfer was cruel and unusual punishment.

For Claimant to recover it would first be necessary for him to prove that in transferring him from Graham Correctional Center to Stateville Correctional Center the State committed an actionable tort, and secondly it would be necessary for him to prove the amount of his damages.

Even if Claimant were completely innocent of the drug-pushing activities alleged against him, there is nothing in the record to indicate that Respondent exceeded its administrative discretion in ordering his transfer. Section II-F of the Department's administrative regulations specifically provides that a non-disciplinary transfer may be made without a hearing when it is in the best interest of a resident or the Department of Corrections. Claimant was transferred without a hearing, but there is nothing in the record to show that the Department abused its discretion in so transferring claimant. There is nothing in

the record to show that Claimant's transfer was other than a non-disciplinary transfer.

Finally Claimant has not succeeded in proving his damages. On page **28** of the record he expressly states that in asking for $15,000.00 damages he was including what he felt were damages suffered by his mother.

On page **33** of the record Claimant spelled out that the relief he really wants is to be transferred to the farm at Stateville:

"I want to he transferred I don't even want the money if I can get transferred All I want *to* do is go the farm "

This relief is beyond the power of the Court of Claims.

It **is** hereby ordered that the claim be, and hereby is, denied.

(No. 82-CC-1805—Claim dismissed.)

CHARLES M. SKAJ, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 4, 1982.

CHARLES M. SKAJ, ***pro se,*** for Claimant.

TYRONE C. FAHNER, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate in* ***protective*** *custody—struck by* ***other*** *inmate—claim* ***denied.*** State is not insurer of safety of all inmates in correctional facilities, as snch responsibility would be prohibitive, therefore Claimant's action for injuries he sustained when he was struck by another inmate while Claimant was being held in protective cnstody was denied, as evidence

showed Claimant was being held in room which was large enough to have allowed him to have avoided contact with inmate who struck him and State was not negligent with regard to incident.

HOLDERMAN, J.

Claimant in this instance was a resident of the Stateville Correctional Center.

On August 8, 1981, Claimant was sitting on a bench in the protective custody bull pen of the institution. The B-East bullpen is a relatively small enclosure with bars constituting three walls and a stairwell constituting the fourth wall. The seating provided is benches placed up against the bars which serve as one of the walls.

While Claimant was seated in the area indicated, the general population gym line started to come into the cell house, passing on all three sides of the protective custody bull pen on the way to the stairs.

Claimant was sitting with his back to the gym line when someone called his name. He turned around to look, and a general population inmate shoved his fist through the bars, striking Claimant in the face and injuring him. The individual who struck him was in the general population gym line.

Claimant states he does not know who struck him because the incident happened so fast and the officer on duty did not see the incident so he could not identify the attacker.

Claimant bases his claim on section 3-7-4 of the Unified Code of Corrections (Ill. Rev. Stat., ch. 38, par. 1003-7-4.

"Section 3-7-4. Protection of Persons. The Department shall establish rules and regulations for the protection of the person and property of employees of the Department and every committed person."

There are several issues involved in this case.

1. Was Respondent guilty of negligence?

This Court, in the case of ***Carey v. State,*** 77-CC-0329, held that the State was not negligent because the need for protection was not known by the institution. In the present case, there was some knowledge on the part of Respondent that the Claimant would need some protective custody which was one reason he was in the bull pen at the time of the incident.

2. Was Claimant guilty of contributory negligence?

This brings up the question of whether or not Claimant, by sitting in the spot where he was vulnerable to the attack, was guilty of contributory negligence by placing himself in a position where he could be easily attacked by someone in the general population line. The evidence shows that the room was large enough that Claimant could have removed himself from this position even though he might have had to stand up.

The warden raises the question as to whether or not the attack in question was provoked by Claimant or was one engaged in by mutual consent. The record appears devoid of any evidence to support either contention.

To find the State guilty of contributory negligence which was the proximate cause of Claimant's injury would, in practice, make the State an insurer of the safety of all its inmates. To do this, the State would have to be knowledgeable of all the personal animosities, feuds, likes and dislikes of every inmate. It would, in practice, necessitate the complete isolation of each and every inmate from any contact whatsoever with his fellow inmates. This could only be done by having individual cells for each inmate, no mingling at any time or place, whether for meals or exercise, or any other community activities.

This Court does not believe the legislature, when it passed the above statute, intended the drastic measures above referred to should be placed in force by the State of Illinois. To make the State an absolute insurer of the personal safety of its inmates would be granting an inmate of a State penal institution far more protection than is granted to the average citizen in his daily walk of life. There are some dangers naturally inherent on the inside of a penal institution as well as on the outside.

We do not believe that the State should be held responsible for instances such as the one in this claim.

Claim dismissed.

(No. 82-CC-1811—Claimant awarded $3,250.00.)

WESTLAKE COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, **Respondent.**

***Opinion filed February 22,* 1983.**

KROHN & NAJIB (OMAR M. NAJIB, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

LANDLORD AND TENANT—*holdover tenancy—stipulation—claim allowed.* **Based on the stipulation of the parties, award was granted for claim arising out of holdover tenancy following expiration of lease for premises occupied by Illinois Arts Council.**

ROE, C. J

This is a claim to recover rent arising out of a holdover following expiration of a lease. The premises were occupied by the Illinois Arts Council at **566** West Lake Drive, Chicago, Illinois, after the lease expired for a period of approximately six months. During this period the parties were unsuccessful in agreeing upon a renewal rent amount and Respondent eventually vacated the premises.

The claim is before us on stipulation by the parties. They have agreed in the interests of fairness and compromise to an award in the amount of **$3,250.00,** said amount to constitute full and final satisfaction of this claim and any other claim arising out of the same occurrence. The commissioner to whom the case had been assigned for hearing concurred with the settlement. We have examined the departmental report and have found that sufficient funds with which this claim could have been paid have lapsed in the contractual services line item for fiscal year **1982,** No. **001-50301-1200-00.**

Although we are not bound by the settlement, we do approve it. Accordingly, it is hereby ordered that Claimant be, and hereby is, awarded the sum of **$3,250.00.**

(No. 82-CC-1830—Claim denied.)

MICHAEL MURPHY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 2, 1983.

DILLING, DILLING & GRONEK, for Claimant.

NEIL F. HARTIGAN, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—duty of State to maintain highways. State is charged with maintaining roads and highways in reasonably safe condition for purpose for which they are intended, **and** in order to recover for violation of that duty, Claimant must prove by preponderance of evidence that duty was breached **and** that breach was proximate cause of injury.

SAME—trailer tipped over—driving on median—claim denied. Claimant was guilty ***of*** contributory negligence in pulling off paved surface of highway onto grassy median in order to pass parked truck, and claim for damages which occurred when Claimant's trailer tipped over was denied, as proximate cause of **loss** was Claimant's own actions **in** leaving driving surface.

HOLDERMAN, J.

Claimant is an independent truck driver who was engaged in hauling lettuce from Seattle, Washington, to Chicago.

On February 10, **1982,** Claimant entered an Illinois weigh scale on Highway 55 at Collinsville. He was advised by the weigh master that he was overweight and he was directed to pull his tractor and trailer around to the rear of the scale house. At the rear bf the scale house, there is a concrete roadway **23** to **24** feet wide with a seven- or eight-foot asphalt shoulder. The roadway leads to a parking area where the trucks are to park. Claimant went around the scale and onto the concrete portion of the roadway to proceed to the parking area. There was a truck parked on the curve leading to the parking area and Claimant attempted to pass around on the inside of this parked truck. **As** Claimant was making his turn, his

back trailer tandem on the right side went off the concrete and the asphalt shoulder and into the median area which is grass. The rear tandem went into a rut, or hole, in the median that was filled with ice and frozen water, and as a result, the trailer tipped to a 45° angle. While waiting for a wrecker to right the trailer, the trailer fell over on its right side.

Claimant is claiming damages resulting from being out of employment for some period of time and is also claiming damages for expenses incurred by him relative to the accident complained of. The total claim is for **$8,754.00.**

The evidence shows the only negligence was on the part of Claimant in attempting to pass on the inside of the parked truck which necessitated that he go onto the grass parkway. It was Claimant's own actions, and nothing that was done on the part of Respondent, that caused Claimant's accident.

This 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 that Claimant must, in order to prevail, prove by a preponderance of the evidence that Respondent breached its duty and that the breach caused the injuries to Claimant.

The proximate cause of injuries in the present case was the action of Claimant himself in pulling off the paved surface of the highway onto the grass parkway.

The proximate cause of the accident being the action of Claimant alone, this claim is hereby denied. See ***Baggett v. State*** (1980), **34** Ill. Ct. Cl. **51.**

(No. 82-CC-1832—Claimant awarded $118.74.)

SHERMAN L. STROOTMAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 29, 1982.

SHERMAN L. STROOTMAN, *pro se,* for Claimant.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*gate closed on van—claim allowed.* **Award was granted for damage to Claimant's van based on joint stipulation of parties, where guard at correctional center accidently closed entrance gate on van while Claimant was entering center and right door of van was damaged.**

POCH, J.

This cause having come for consideration on the joint motion of the Claimant, Sherman L. Strootman, and the Respondent, State of Illinois, and the Court being duly advised in the premises:

Finds, that Claimant's property, a **1981** Ford van, was damaged when Claimant was entering Vandalia Correctional Center, Vandalia, Illinois, on November 6, **1981,** at approximately **10:30** a.m. At that time, Claimant was proceeding through the Correctional Center gate when Sgt. Dennis McCombs accidentally pushed the close button to the gate control and the gate control shut damaging the van on the right passenger door. Claimant has had this damage repaired and the cost of that repair is **$118.74.** The Respondent agrees that this is a reasonable sum for that repair.

This information was received from the Claimant's complaint and a departmental report issued by the Illinois Department of Corrections, State department or agency, a copy of which was attached to the joint stipulation and which is considered ***prima facie*** evidence pursuant to Rule **14** of the Rules of the Court of Claims. The Respondent, State of Illinois, conceded liability for the

damage to Claimant's property to the extent agreed upon in the joint stipulation.

Both parties have indicated that no other evidence, oral or written, will be presented to the Court and both parties waive briefs. Both parties agree to the granting of an award to the Claimant for **$118.74** and both parties agree that this award will constitute full and final satisfaction of the claim herein or any other claim arising out of the same occurrence.

While this Court is not necessarily bound by a stipulation such as this, it has no desire to interpose a controversy where none appears to exist. Stipulation submitted by the parties appears to have been entered into freely and fairly, and its contents appear to be reasonable. The Court, therefore, finds no reason not to accept this stipulation and to follow its recommendation for an award in the amount of **$118.74.**

It is hereby ordered that this Claimant be awarded **$118.74** in complete and final satisfaction of this claim.

(No. 82-CC-1857—Claim dismissed.)

THEODORE J. CATTONI, JR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed June 15, 1983.

LAMBERT, LEVINSON, WANNINGER & CANNA, for Claimant.

NEIL F. HARTIGAN, Attorney General (SANDRA L. ANDINA, Assistant Attorney General, of counsel), for Respondent.

NOTICE—purpose *of notice* requirement. The notice requirement of the Court of Claims Act is intended to afford State an early opportnnity to investigate claims and thus protect taxpayers of State.

SAME—*untimely notice—claim* ***dismissed.*** State's motion to dismiss claim allowed where Claimant's first mailed notice to Clerk of Court of Claims and Attorney General was never received by either office and a second notice was sent and received more than six months after the personal injnry, as Claimant who does not take precaution of sending notice by certified or registered mail takes risk that notice will not be received in required offices in timely fashion.

HOLDERMAN, J.

This matter comes before the Court upon a joint stipulation filed by the parties hereto.

The question involved here is whether or not the mailing of a notice to the clerk of the Court of Claims and to the Attorney General on August 10, 1981, which was not received by them, and the mailing of a second notice on January 7, 1982, more than six months after the alleged personal injury, and which was received by the addressees, was sufficient to comply with notice requirements of the notice statute of the Court of Claims Act.

Section 22—1 of the Court of Claims Act (Ill. Rev. Stat. ch. 37, par. 439.22—l), which is the section involved here, states that the required notice must be filed *in* the office of the Attorney General and *in* the office of the clerk of the Court of Claims.

The joint stipulation is as follows:

"Now come Claimant and Respondent by and throngh their respective attorneys and, for the purposes of expediting decision of Respondent's Motion to Dismiss, stipulate as follows regarding the attached Notice of Claim for Personal Injuries:

1. That said Notice was mailed by Claimant, as stated in the affidavit of Susan M. Semens, on August 10, 1982, to both addressees.

2. That said notice was not received by either the Clerk of the Court of Claims or the Office of the Attorney General until after it was mailed a second time on January 7, 1982."

The purpose of the requirement notice is to afford the State an early opportunity to investigate a claim. If the notice is not actually received, then the legislative purpose is thwarted or evaded. Mail sent by ordinary mail, rather than certified or registered mail with return receipt requested, which does not arrive at its destination, is actually never *in* the addressee's office.

It is the opinion of the commissioner who received the stipulation and it is the opinion of the Court that one who mails a notice to the Attorney General and to the clerk and who does not take the precaution of sending it registered or certified mail takes the risk that the notice will never be in the required office. It is the opinion of this Court that the notice requirement of the statute was for the distinct purpose of giving the State of Illinois a chance to investigate any and all claims and thus protect the taxpayers of the State.

It is the further opinion of the Court that the stipulation in question does not satisfy the requirements of the statute and that the motion of Respondent to dismiss be granted.

This cause is dismissed.

(No. 82-CC-2026—Claimant awarded $603.00.)

COUNTY OF RANDOLPH, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 11, 1983.

WILLIAM A. SCHUWERK, JR., for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*habeas corpus—fees awarded county for services to nonresident inmates of correctional facility.* **Pursuant to stipulation of parties, fees and expenses were awarded county which handled *habeas corpus* petitions on behalf of inmates of correctional facility located in county, where inmates involved were not residents of the county at time of commitment.**

POCH, J.

This cause having come for consideration on the stipulation of the State of Illinois and the Court being duly advised in the premises:

Finds, that this cause arises pursuant to "An Act to provide for the reimbursement of counties . . . for expenses, costs and fees incurred in habeas corpus proceedings." (Ill. Rev. Stat., ch. 65, par. *37 et seq.*) Section 1 (Ill. Rev. Stat., ch. *65,* par. *37)* provides that:

"In all counties in Illinois wherein there may be situated a State penal or charitable institution, the State shall assume and pay to such county the necessary expenses incurred by it, and its officers, either by means of service rendered or otherwise, by reason of court proceedings therein involving a petition for relief by habeas corpus, by or on behalf of, an inmate of such institution who was not a resident of such county at the time of his commitment and was not committed by any court therein."

The Respondent, State of Illinois, has stipulated that

the fees requested by the County of Randolph are statutorily set and equal the amount of **$603.00.**

It is hereby ordered, that the County of Randolph be paid **$603.00** from the Court of Claims fund in compliance with "An Act to provide for the reimbursement of counties . . . for expenses, costs and fees incurred in habeas corpus proceedings." Ill. Rev. Stat., ch. **65,** par. **37.**

(No. **82-CC-2380—Claimant awarded $1,030.00.)**

BERNARD COLVIS, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed March 18,1983.

BERNARD **COLVIS,** ***pro*** **se,** for Claimant.

NEIL **F.** HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*escaped cows—property damage—claim allowed.* Claim was allowed for damage to Claimant's peach and nectarine trees which were destroyed by cattle which escaped from pasture on property of correctional facility, as parties stipulated as to loss and agreed that award would be full and final satisfaction of claim.

ROE, C.J.

This matter comes before the Court on the Claimant's complaint and the Respondent's stipulation as to facts, and the Court being duly advised in the premises, finds:

The Claimant, Mr. Colvis, had property damaged or destroyed on or about **6:50** a.m. on July **3,** 1981, when cattle, owned by the Menard Correctional Center, escaped from their pasture through an opening in a fence.

This opening had been made in the fence the day before by a resident of the correctional system who had been mowing the right-of-way. The Menard Correctional Center was contacted at 6:00 a.m. by Mrs. Everett Spinner, who reported at that time that the cattle were loose on Old Route #3. Menard Correctional Center employees failed to respond to this phone call until 7:20 a.m., at which time the Claimant's peach and nectarine trees had been destroyed by the cattle who found the grass to be greener on Mr. Colvis' side of the fence. These facts were supported by the Claimant's verified complaint, and by an affidavit given by the agricultural manager of the Illinois Correctional Industries, William D. Beaty, a copy of which was attached to the Respondent's stipulation.

The Respondent, State of Illinois, concedes liability for loss of Mr. Colvis' property to the extent agreed upon in the stipulation. Both parties agree that the value of the lost property amounted to $1,030.00 and that this amount was determined by the area advisor for the Illinois Cooperative Extension Service, College of Agriculture, University of Illinois at Champaign/Urbana, Mr. Chris Doll.

No other evidence, either oral or written, was presented to the Court by the Respondent, and the Respondent waived briefs. The Respondent, State of Illinois, agreed to the granting of the award to the Claimant, Bernard Colvis, in the amount of $1,030.00, provided that this award would constitute full and final satisfaction of the claim herein or any other claim arising out of the same occurrence.

While this Court is not necessarily bound by a stipulation such as this, it has no desire to interpose a controversy where none appears to exist. The stipulation

submitted by the Respondent appears to have been entered into freely and fairly and its contents appear to be reasonable. The Respondent has stipulated to the entire amount of the award requested by the Claimant, and the Claimant has filed no objections thereto. The Court, therefore, finds no reason not to accept the stipulation and to follow its recommendation for an award in the amount of $1,030.00.

It is hereby ordered, that the Claimant, Bernard Colvis, is hereby awarded the amount of $1,030.00 in full and final satisfaction of this instant claim.

(No. 82-CC-2617—Claim dismissed.)

METHODIST MEDICAL CENTER OF ILLINOIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 4, 1983.

WESTERVELT, JOHNSON, NICOLL & KELLER (D. PHILLIP ANDERSON, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*untimely* claim dismissed—medical services. Where Claimant filed claim to recover for services rendered more than one year after Department of Public Aid denied claims, any payment was barred from jurisdiction of Court of Claims, and, in addition, account from which claim would have been paid had been completely depleted.

ROE, C.J.

This cause coming on to be heard on the Respondent's motion to dismiss and the Court being duly advised in the premises:

Finds, that the amount the Claimant is seeking in this

matter exceeds the specified contract amount between the Claimant and the Respondent, State of Illinois. This information was acquired from the departmental reports filed by the Illinois Department of Mental Health and Developmental Disabilities and the Illinois Department of Public Aid, State departments or agencies, a copy of which was attached to the Respondent's motion to dismiss. These reports are considered ***prima facie*** evidence pursuant to Rule **14** of the Rules of the Court of Claims. The departmental reports also establish that 2% transfer funds were not available to be used to pay this claim, and the account from which this claim would have been paid has been completely depleted.

Furthermore, this Claimant is not entitled to reimbursement from the Illinois Department of Public Aid medical indigent funds since the individual to whom the Claimant rendered services was receiving treatment not covered by this program. Also, this claim was filed more than one year after the Illinois Department of Public Aid denied the claim which bars it from this Court's jurisdiction under section **11—13** of the Public Aid Code. Ill. Rev. Stat., ch. **23, par. 11—13.**

It is hereby ordered, that this cause be dismissed with prejudice.

(No. 82-CC-2680—Claimant awarded $750.00.)

ALICE M. WILSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 20, 1983.

JAMES ELLIS GUMBINER & ASSOCIATES (BRIAN D. ALPERT, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (LYNN W. SCHOCK, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*joint stipulation—claim allowed.* **Based on the joint stipulation of the parties, an award of** $750 **was paid to Claimant.**

POCH, J.

This matter coming before the Court on the joint stipulation of the parties, and the Court being fully advised in the premises, it is hereby ordered, adjudged and decreed that an award of $750.00 be and hereby is made to Claimant, and that the joint stipulation of the parties be incorporated into this order.

(No. **82-CC-2690—Claimant awarded** $500.00.)

TURNER COLEMAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 27, 1982.

TURNER COLEMAN, *pro se*, for Claimant.

TYRONE C. FAHNER, Attorney General (LYNN W. SCHOCK, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*joint stipulation—claim allowed.* **Claimant granted award** of $500 **based on joint stipulation of parties and award was deemed full and complete satisfaction of claim.**

POCH, J.

This cause coming before the Court by joint stipulation of the parties, the Court being fully advised in the premises, it is hereby ordered, adjudged, and decreed that:

Claimant is hereby awarded the sum of $500.00 as the complete and full satisfaction of his claim against the State of Illinois which arose between January 2, 1982, and March 25, 1982, as is more fully set out in the stipulation filed by the parties.

(No. 83-CC-0021—Claim dismissed.)

JAMES E. DAWSON, SR., plenary guardian of the estate of James E. Dawson, Jr., a disabled person, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 11,1983.

ELLIS E. REID, for Claimant.

NEIL F. HARTICAN, Attorney General (GLEN P. LARNER, Assistant Attorney General, of counsel), for Respondent.

PERSONAL INJURY—*recovery* **from other driver—set-off—claim dismissed.** Claim for personal injuries arising from automobile accident was dismissed where Claimant had received $100,000 in exchange for covenant not to sue driver of other vehicle and Court of Claims has uniformly held that if amount received from other sources for same incident equaled or exceeded maximum available tort award, set-off provision of Court of Claims Act prevents recovery of any further amounts, regardless of Claimant's damages.

HOLDERMAN, J.

This matter comes before the Court upon Respondent's motion to dismiss filed March 7, 1983.

Claimant seeks recovery for personal injuries sustained by him as a result of a July 3, 1980, automobile accident involving two other cars on the Kennedy Expressway. There are some attachments to the complaint showing Claimant has already received $100,000 in ex-

change for a covenant not to sue the driver of one of the other vehicles.

Respondent moves to dismiss this claim on the basis of the set-off provision of the Court of Claims Act (Ill. Rev. Stat. 1981, ch., 37, par. 439.24—6). It is asserted that the recovery of $100,000 from another party in return for a covenant not to sue completely sets off any possible recovery in this case, since the maximum award could be only $100,000.

This issue has arisen many times in the past, and the Court has uniformly held that if amounts received from other sources by a Claimant for the same incident are equal to, or exceed, the maximum tort award available here, the set-off provision prevents the recovery of any further amounts, regardless of whether or not Claimant's damages exceed the statutory limit on recovery. (*Estate of Anzalone v. State* (1961), 24 Ill. Ct. Cl. 172; *Williams v. State* (1965), 25 Ill. Ct. Cl. 249; *Estate of Powers v. State* (1972), 28 Ill. Ct. Cl. 130.) There are no facts before us in the instant claim which provide any basis for a departure from, or reversal of, this line of decisions.

It is hereby ordered that the Respondent's motion to dismiss be, and the same is, granted, and this cause is dismissed.

(No. 83-CC-0093—Claimant awarded $141.00.)

KIM E. KNAUER, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Order filed November 3, 1982.

KIM E. KNAUER, *pro se*, for Claimant.

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

STIPULATIONS—*stipulation—damaged suit—claim allowed.* **State's stipulation established *prima facie* case that suit for which claim was filed was beyond cleaning and that State failed to post certain warnings of hazard which led to damage of suit, and therefore award would be granted for amount of replacement cost of suit.**

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 the documentation attached to the Respondent's stipulation establishes a ***prima facie*** case that the suit for which claim is being made was beyond cleaning, that the cost of replacement was **$141.00,** and that the State, by failure to post warnings, either on the floor, in the elevator or across the doorway leading in or out of the elevator is guilty of negligence.

It is therefore ordered that this Claimant be granted an award in the amount of one hundred forty-one and 00/100 **($141.00)** dollars.

(No. 83-CC-159—Claimant awarded $327.00.)

GOMRIC & KUROWSKI, P.C., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed December 15,* 1982.**

KEVIN BOYNER, for Claimant.

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

LAPSED APPROPRIATIONS—*attorney fees—claim allowed.* **Where claim for attorney fees for termination of parental rights in adoption case was not paid by Department of Children and Family Services because appropriation had lapsed for period during which debt was incurred, claim for total outstanding debt would be allowed.**

POCH, J.

The record in this cause indicated the purpose of the expenditure by the Department of Children & Family Services for which this claim was filed was for attorney fees for the termination of parental rights in an adoption case, 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 $327.00. Money was appropriated under appropriation and fund No. **001-41817-4400-05-00** 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 three hundred twenty-seven and **00/100 ($327.00)** dollars.

(No. 83-CC-0197—Claimants awarded $3,000.00.)

JAMES COLTER, a/k/a Robin Elliott, and JENNER & BLOCK, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 30, 1982.

JENNER & BLOCK, *pro se*, for Claimants.

TYRONE C. FAHNER, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

REPRESENTATION AND INDEMNIFICATION Am—purpose of Act. Representation and Indemnification Act allows State officer or employee to have representation by Attorney General and indemnification for damages awarded, court costs and attorney fees when he is sued in civil proceeding in which plaintiff alleges deprivation of civil or constitutional right arising from act occurring within scope of employment of officer or employee.

PRISONERS AND INMATES—Representation and *Indemnification* Act—claim allowed. Claim allowed under Representation and Indemnification Act where Claimant sued several State officers and employees for violation of constitutional rights while Claimant was inmate in correctional facility and that action was settled by agreement by which the State officers and employees assigned their rights under the Representation and Indemnification Act to Claimant and the evidence established that the State officers and employees would have been entitled to indemnification.

POCH, J.

This is a claim pursuant to "An Act to provide for representation and indemnification" (Ill. Rev. Stat. 1981, ch. 127, par. 1301 *et seq.*) (herein the Representation and Indemnification Act). Claimant, James Colter, sued several State officers and employees in a case entitled *Colter v. Rowe* (No. 78-CC-0429), in which he alleged violation of rights guaranteed by the eighth and fourteenth amendments to the United States Constitution while he was an inmate in the Stateville Correctional Center. Claimant, Jenner & Block, represented James Colter in that proceeding. That case was settled by an agreement dated June 17, 1982, which provided that the defendant State officers and employees pay $1,000 to James Colter and $2,000 to Jenner & Block. The State officers and em-

ployees assigned their rights to indemnification to the Claimant.

Under the Indemnification and Representation Act, a State officer or employee is entitled to representation by the Attorney General and indemnification for damages awarded, court costs, and attorney fees when he is sued in a civil proceeding in which the plaintiff alleges deprivation of a civil or constitutional right arising out of an act or omission occurring within the scope of his employment. The Act was passed in response to developments in Federal law which subjected State officers and employees to Federal suit.

Whether Claimants here are entitled to awards depends on whether the State officers and employees would be. The State officers and employees sued were all officers or employees of the Department of Corrections and were represented by the Attorney General. Thus, he has determined that the State officers and employees were entitled to the benefits of the Act.

We have examined the complaint and settlement agreement and have determined that the State officers and employees sued would be entitled to indemnification. They were acting within the scope of their employment. The Court did not find that the conduct was intentional, willful or wanton. We further find that the State officers and employees have assigned their right to Claimants here and that awards to Claimants are just and reasonable.

Claimant, James Colter, is hereby awarded $1,000.00, and Claimant, Jenner & Block, is awarded $2,000.00.

(No. 83-CC-0256—Claim dismissed.)

JOHN R. CLEMONS, Jackson County State's Attorney, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to dismiss ***filed February*** 8, 1983.

Order on motion for summary judgment filed lune 23,1983.

JOHN R. CLEMONS, *pro* **se**, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. **WEBBER,** Assistant Attorney General, of counsel), for Respondent.

STATE'S ATTORNEY ***FEES—traffic tickets—State's Attorney fees.*** In matters involving traffic violations within a municipality where the matter is handled entirely by the city authority, the State's Attorney is not entitled to fees as would have been the case if the State's Attorney actively participated in the prosecution.

SAME—***State's Attorney fee— tmffic violations—claim denied.*** Where claim was made for recovery of State's Attorney fee based on all fines received from Claimant county, State's motion for summary judgment was granted, as portion of fines were recovered by municipal authorities for violations handled entirely by municipal authorities and no State's Attorney fee was applicable in those cases.

ORDER ON MOTION TO DISMISS

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss said cause and Claimant's objections to said motion.

Respondent's motion to dismiss sets forth that some of the claims for which recovery **is** sought are outlawed by the statute of limitations and objects to Claimant's claim on the grounds that Claimant has failed to state a cause of action in his complaint.

It **is** the Court's finding that there is a question as to whether or not Claimant's complaint is satisfactory. Much of what Respondent has alluded to as a defect in the complaint is evidence and as such is discoverable and/or part of the elements of proof of the claim, the fact of

which need only be alleged in the complaint at the proper time in this case.

It is hereby ordered that the complaint in this matter be, and the same is, stricken with leave granted to file an amended complaint within 60 days of the date of this order.

ORDER ON MOTION FOR SUMMARY JUDGMENT

HOLDERMAN, J.

This matter comes before the Court upon motion of summary judgment filed by Respondent and objection to said motion by Claimant.

Claimant has filed suit against the State of Illinois seeking to recover 10% of all fines received from Jackson County involving motor vehicle offenses which have been forwarded to the State by the circuit clerk of said county. It is Claimant's position that the State's Attorney is entitled to the fees for all traffic tickets from Jackson County.

Respondent takes the position that the State's Attorney's office is not entitled to the 10% deduction provided for in the statute unless the State's Attorney's office has actually prosecuted the offender, which prosecution then results in the collection of the fine of which the State's Attorney is claiming a portion.

The original complaint, as well as the amended complaint, fails to allege active or overt prosecution **by** the office of the State's Attorney. It also fails to allege that the State's Attorney's office appeared at the hearing, trial or other proceedings or that it participated in an active manner in the prosecution or conclusion of the offenses at any time from the inception to their end. Two cases are cited by the parties in dealing with the matter in question: **City** *of* ***Champaign*** *v. Hill* (1961), **29** Ill. **App.**

2d 429, and **City** *of* ***Decatur*** *v.* **Curry** (1976), 65 Ill. 2d 350. The courts, in both instances, went into a lengthy discussion of the issues involved and both came to the conclusion that in matters involving traffic violations within the city where the matter is handled entirely by the city authority, the State's Attorney is not entitled to fees as would have been the case if he had actively participated in the prosecution.

It is noted that the statute itself provides that where the municipality makes the original arrest and follows up with the prosecution, then the municipality is entitled to the fines and penalties. It is clear from reading the two cases cited that it was the intention of the legislature that in some cases, such as the present case, fees should go to the municipality and not to the State.

It is the Court's opinion that if the legislature had intended that the State's Attorney's office is automatically entitled to a fee for any and *all* traffic violations within the municipalities' limits, this statute would have been *so* worded. It is not *so* worded and does provide for distribution of fees.

It is the Court's opinion, therefore, that the motion of Respondent for summary judgment is correct and should be granted. Motion for summary judgment is granted and this cause is dismissed.

(No. 83-CC-0281—Claimant awarded $5,000.00.)

PAUL WASSERMAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed October 13, 1982.

ROSEN AND ROSEN, LTD., for Claimant.

TYRONE C. FAHNER, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—false arrest—claim allowed. **Where State stipulated that it caused Claimant to be arrested pursuant to warrant which should have been served on other person who had same name, award was granted in amount agreed to in stipulation in full settlement of claim arising from wrongful arrest.**

POCH, J.

On Saturday, March 6, 1982, the Claimant, Paul Wasserman, who resides at 1420 Jonquil Terrace, Chicago, Illinois, was arrested by the Illinois State Police acting pursuant to an arrest warrant issued by the circuit court of Cook County. The arrest was made on the complaint of the Department of Registration and Education which had charged a Paul Wasserman with practicing dentistry without a license. After being handcuffed and removed from his residence, he was placed in a squad car and driven to the Chicago office of the Department for further processing. Only after additional questions was there a determination made that the wrong Paul Wasserman had been arrested.

The State has stipulated that it caused the wrong Paul Wasserman to be arrested and has agreed that this claim should be settled for $5,000.00.

While this Court is not bound by the stipulation, such a stipulation will not be rejected out of hand. It appears that the parties have seriously considered the merits of this claim. Such being the case, the Court

allows the stipulation of the parties.

It is hereby ordered that Claimant, Paul Wasserman, be awarded the sum of $5,000.00 as full and final satisfaction arising out of the arrest of the Claimant.

(No. **83-CC-0297—Claimant awarded $245.65.)**

JOSEPH J. EVANS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order ***filed March 17,1983.***

JOSEPH J. EVANS, ***pro*** **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (LYNN W. SCHOCK, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*award granted based* **on** ***stipulation.*** **Based on joint stipulation of parties, award was granted to Claimant for $245.65.**

POCH, J.

This cause coming before the Court by joint stipulation of the parties, the Court finds that the Respondent **is** liable to the Claimant for the sum of **$245.65.**

It is therefore ordered, adjudged and decreed that an award be made to Claimant of **$245.65** and that the stipulation of the parties be incorporated into this order.

(*No.* 83-CC-0300—Claim denied.)

OWEN TALBOTT, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 15, 1983.

OWEN TALBOTT, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (LYNN SCHOCK, Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION AREAS—***State not insurer of visitors' safety.*** State is not an insurer of the safety of persons who visit parks and recreation areas, but visitors to such areas are invitees to whom the State owes a duty of reasonable care in maintaining the premises.

NEGLIGENCE—***burden of proof*** on *Claimant.* Claimant bears burden of proving by preponderance of evidence that State breached duty of reasonable care, that Claimant was free of contributory negligence and that the negligence of State was proximate cause of injury.

SAME—***constructive notice—how established.*** State may be charged with constructive notice of a dangerous condition when, from all circumstances in case, it is determined that State should have been aware of the existence of the condition in the exercise of reasonable care.

STATE PARKS AND RECREATION ***AREAS—Car damaged by tree limb—claim denied.*** Claimant denied recovery ***for*** damage to automobile which occurred when tree limb fell upon roof of automobile while it was parked in lot of State park, as Claimant offered no evidence that State had actual or constructive notice of defect in tree.

HOLDERMAN, J.

This matter comes before the Court upon Claimant's claim for damages to his 1972 Dodge Monaco automobile on April 17, 1982. Claimant's car was parked in the parking area of the White Pines State Park at Dixon, Illinois, while he and a companion went into a restaurant for lunch. While Claimant was in the restaurant, someone came in and said, "Who has a green Dodge out here?" and Claimant replied, "Well, I do." The other individual then told Claimant he had better go look at it. He and his companion went out and found a tree limb was on the top of the car, having caved in the whole top.

At the hearing, claimant was asked if he had any

evidence as to what caused this branch, or limb, to fall down and Claimant replied that he did not know what caused it to fall. He was then asked if he had any evidence that the tree was defective and he replied he did not.

Claimant's companion, Norman Wallin, also testified at the hearing. When asked what he knew about the accident, he stated that Claimant had parked his car, they had gone into the restaurant and had lunch, and were then informed the tree branch had fallen on the car. He stated there was no way of knowing anything about this before it happened. When asked what the weather conditions were on the day in question, he said he did not recall if it had been raining or not but that there was no wind that day. This is in direct conflict to the testimony of the park ranger who testified that on the day in question, there were winds of up to 47 m.p.h. When questioned as to what caused this tree to fall, Wallin stated he did not know.

A park ranger from White Pines State Park testified that on April 17, the day of the accident, he was not on duty. He stated that on April 15, at approximately 6:05 p.m., a tree was struck by lightning, but that he was not aware of that fact until April 17. He stated he did know lightning had struck a tree because at 6:05 p.m. an alarm went off in a cabin in the park and that splinters of the tree landed on the roof of the cabin which is a very short distance from where the accident happened. He further testified that several houses and trees were struck by lightning on the evening of April 15 and that it had been a bad storm. He stated that the first the State knew of this accident was on April 22 and he then began an investigation into weather conditions. He called the weather bureau in Moline, or Rock Island, and they informed him that on April 15, there had been thunderstorms starting

on the afternoon of that day, that on April 16, they reported gusts of wind up to 48 miles per hour, on April 17, the winds were 47 miles per hour, and the Rockford office reported 47 mile-per-hour winds on April 17 at 2:57 p.m., with the maximum gusts about two hours after this tree limb fell on Claimant's car at 1:00 p.m.

The park ranger further testified this was a Chinese elm tree and is, what he termed, a "trashy type tree." His testimony was further to the effect that he had no knowledge a tree might have been struck by lightning on April 15 until he began his investigation into this incident.

This Court is therefore faced with the proposition that an accident occurred as a result of a limb falling in a State park and the fact that the record is completely devoid of any showing that the State had either actual or constructive knowledge of the condition of the tree that caused the damage. There is not any evidence in the record showing that the limb fell from the tree that was struck by lightning and the record is completely devoid of any evidence that the State had knowledge of any defects in the tree prior to this accident. As a matter of fact, the record does not even designate any particular tree as causing the damages in question.

This Court has held that the State of Illinois is not an insurer of the safety of persons who visit its parks and recreation areas, but rather that visitors to State parks are invitees to whom the State owes a duty of reasonable care in maintaining the premises. *Heimann v. State* (1977), 32 Ill. Ct. Cl. 111, *Domermuth v. State* (1966), 25 Ill. Ct. Cl. 353, and *Kamin v. State* (1953), 21 Ill. Ct. Cl. 467.

This Court has also laid down the rule the Claimant bears the burden of establishing, by a preponderance of the evidence, that Respondent breached its duty of reasonable care, that he was free of contributory negligence,

and the negligence of Respondent proximately caused the injury.

Claimant offered no evidence to show Respondent had actual notice of the defect in the tree nor did Claimant offer any evidence from which this Court could conclude that the State had constructive knowledge of its existence. Respondent may be charged with constructive notice of a dangerous condition when, from all the circumstances in the case, it is determined that Respondent should have been aware of the existence of the condition in the exercise of reasonable care. Such evidence is lacking in the present case.

The Court also notes a complete lack of evidence in the record as to whether or not there was any other source from which Claimant could be reimbursed for his unfortunate loss.

There being no proof that Respondent was negligent in maintaining the park in question, this claim is hereby denied.

(No. 83-CC-0391—Claimant awarded $194.55.)

HARVEY J. FRIEDL, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order filed May 10, 1983.

HARVEY J. FRIEDL, ***pro*** **se,** for Claimant.

NEIL F. HARTICAN, Attorney General (**JAMES A. KOCH,** Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*property damage—claim allowed.* **Based on joint stipulation of parties, award was granted for personal property damage suffered by Claimant.**

POCH, J.

This matter comes before the Court upon joint stipulation of Claimant and Respondent to the entry of an award for Claimant's personal property damage in the amount of **$194.55,** Respondent having conceded liability for such loss to that extent. The Court being otherwise duly advised in the premises, therefore,

It is hereby ordered that an award be entered in favor of Claimant, Harvey Friedl, in the amount of **$194.55** in full and final satisfaction of his personal property claim.

(No. **83-CC-0416—Claimant awarded $286,004.39.)**

STATE EMPLOYEES' RETIREMENT SYSTEM, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed May* 4,1983.**

STATE EMPLOYEES' RETIREMENT SYSTEM, ***pro* se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*employees' contribution to retirement system—award granted.* **Where underpayment of retirement contribution on behalf of employees of Department of Mental Health and Developmental Disabilities resulted when line item was exhausted, award was granted for deficiency since sufficient balances existed in other line items to cover the underpayment if transfers had been timely made.**

ROE, C. J.

This cause comes on to be heard on the Respondent's motion for reconsideration, due notice apparently

having been given, and the Court being fully advised in the premises;

This is a claim by the State Employees' Retirernent System to recover from the Department of Mental Health and Development Disabilities a portion of the employees' contribution to the retirement system which was said to have been underpaid by $286,004.39. On December 15, 1982, the Respondent agreed that said sum was due and owing based upon the departmental report and stipulated to the making of an award in the full amount sought. On January 11, 1983, we issued an order placing this claim on general continuance and ordered that more information be provided after noting several inconsistent, inaccurate, or incomplete statements in the departmental report. Respondent has now sufficiently supplied us with the information and explanations we requested. We know now what gave rise to this claim and do concur with the Respondent.

The departmental reports reveal that the balance remaining in the line item appropriation out of which this could have been paid was not sufficient to pay this obligation, but that there was available for transfer, had it been done in time, sufficient balances in other line item appropriations to have covered the cost of this obligation (had the allowable 2%been transferred for that purpose) as allowed by section 13.2 of "An Act relating to internal auditing in State government" (Ill. Rev. Stat. 1979, ch. 127, par. 149.2) and recognized in ***Butterfield v. State,*** 24 Ill. Ct. Cl. 85, as sufficient.

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 two hundred eighty-six thousand four and 39/100 ($286,004.39).

(No. 83-CC-0431—Claimant awarded $5,750.00.)

BRADY BUCKLEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 24, 1983.

JOHN HUFFMAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*award grunted—settlement reasonable.* **Based on the stipulation of the State, an award was granted Claimant pursuant to terms of settlement and agreement which was fonnd to he reasonable and appropriate settlement of dispnte.**

POCH, J.

This cause coming on to be heard on the stipulation of the Respondent and the Court being fully advised in the premises, having reviewed the record, finds that the terms of settlement and agreement is a reasonable and appropriate settlement of the dispute between the parties and agrees that in return for the Claimant's adherence to the terms of said agreement, both now and in the future, said terms of settlement and agreement being hereby incorporated herein'and being made a part of the terms of this award, does hereby grant this Claimant an award in the amount of five thousand seven hundred fifty and 00/100 ($5,750.00).

(Nos. 83-CC-0749, 83-CC-0750, 83-CC-0751—Claimant **awarded $0.46.)**

CAPITAL CITY PAPER CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed February 4, 1983.

SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*materials furnished House of Representatives—claim denied.* Claimant's action to recover for materials furnished members of House of Representatives was denied as appropriations had been exhausted, save $0.46, and to grant award would be tantamount to niaking new appropriation in violation of constitutional provision, since each member of legislature is allowed $17,000 to operate their offices and when that amount is exhausted, the individual representative must bear the cost personally.

ROE, C. J.

These three claims were made against the Illinois House of Representatives for materials allegedly furnished to Representative Ray Ewell, Representative Glenn Snyder, and Representative Wyvetter H. Younge in the amounts of $226.06, $20.38, and $68.78 respectively. In each case the Claimant filed the standard lapsed appropriation complaint form alleging that it had made demand for payment but its demand was refused on grounds that the appropriation out of which this claim could have been paid had lapsed.

The Respondent moved for dismissal based on information contained in the departmental reports. The departmental reports were issued by the Illinois House of Representatives-pursuant to Rule 14 of the Rules of the Court of Claims of the State of Illinois which established that this information is *prima facie* evidence of the facts set forth therein. The departmental reports establish that there were insufficient funds lapsing to pay these claims and the 2%transfer statute, section 13.2 of "An Act relating to internal auditing in State government" (Ill. Rev. Stat., ch. 127, par. 149.2), is unavailable. The 1970 Constitution of the State of Illinois, article VIII, section 2, and section 30 of "An Act relating to internal auditing in State government" (Ill. Rev. Stat., ch. 127, par. 166), prohibit ex-

penditures exceeding an appropriation. These claims exceed the appropriation. In pertinent part the departmental reports point out that:

> **"The Representatives receive $17,000.00 each year to operate their district offices. They know if they exceed their allotment they must pay the additional costs."**

For this Court to pay an award under such circumstances would be tantamount to our making a new appropriation, a privilege expressly reserved by the constitutional provision cited above to the General Assembly or, if the quoted conclusion from the departmental is correct (conclusions are not accorded ***prima facie*** evidence status under Rule 14), it would be use of State funds for personal obligations. We are therefore constrained by operation of law to deny these claims.

However, we do note that with respect to Representative Ewell's account there was **16** cents remaining and with respect to Representative Younge's account there was **30** cents remaining unexpended.

Therefore, it **is** hereby ordered that Claimant be, and hereby is, awarded the total sum of **$0.46** (forty-six cents).

(No. 83-CC-0895—Claimant awarded $48,504.61.)

COUNTY OF COOK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Order filed April 7,* 1983.**

SUSAN CONDON, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN

O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*reimbursement of county—prosecution of inmate of correctional facility.* County was granted award to cover salaries, court space, supplies and expenses involved in prosecution of criminal case arising out of disturbance at correctional facility, as funds in appropriation for snch expenses had been exhausted, an award was authorized since the obligations were expressly authorized by law.

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent for summary judgment and cross-motion of Claimant for summary judgment.

Claimant contends it is entitled to the sum of $48,504.61 for salaries of personnel, courtroom and office space, supplies and other expenses incurred in the prosecution of the case of ***People v. Bailey,*** No. 79 CG 58, arising out of a disturbance at the Pontiac Prison in Livingston County, Illinois.

Respondent, in its motion for summary judgment, states that at the close of fiscal year 1981 there was remaining in the appropriation made for such expenses the amount of **$1,003.35.** Respondent further set forth that after paying a prior claim, the balance remaining in this appropriation is now only $258.45. Respondent's position is that the appropriation being exhausted, with the exception of the small amount above set forth, an award cannot be made because of the exhaustion of said appropriation.

Claimant cites the case of ***Fergus v. Brudy*** (1917), 277 Ill. 272, which states that the Court of Claims has authority to grant an award for claims "expressly authorized by law" even if such award exceeds the balance of an appropriation of the general legislature. Claimant cites section 3—6—5 of the Unified Code of Corrections (Ill. Rev. Stat. 1981, ch. 38, par. 1003—6—5) which is to the

effect that payment of expenses of prosecutions where a person is charged with committing an offense while confined by the Department of Corrections is expressly authorized. Claimant's cross-motion further sets forth that where a change of venue is granted, reimbursement will be made directly to the county where the case is actually tried. Ill. Rev. Stat. 1981, ch. 110, par. 2—107; *County of Sangamon v. State of Illinois,* 30 Ill. Ct. Cl. 527.

This Court has previously passed upon situations of this kind. (See *County of Sangamon v. State of Illinois,* 30 Ill. Ct. Cl. 527, and *County of Cook v. State of Illinois,* 27 Ill. Ct. Cl. 356.) In the latter case, the Court held "where claimant incurred obligations as a matter of law, and where appropriation was depleted prior to claimant's filing for reimbursement, an award would be entered."

Respondent's motion for summary judgment is denied, and award is hereby entered in favor of Claimant in the amount of $48,504.61, in full satisfaction of any and all claims against Respondent.

(No. 83-CC-1028—Claim dismissed.)

(Nos. 82-CC-2764, 83-CC-0467, 83-CC-1370, 83-CC-1576, 83-CC-2413, 83-CC-2508, 83-CC-2571, 83-CC-2697, 83-CC-2714, 83-CC-2788—Claimants awarded $349,146.79.)

MARY NORMAN, Admx. of the Estate of Keith Biggerstaff; SHEL BANNISTER *et al.*; G. FLINT TAYLOR; LONNIE ARSBERRY *et al*; G. FLINT TAYLOR and JAN SUSLER; SIEGFRIED STUBBS; RICHARD BLACK; UNIVERSITY OF CHICAGO; ARNESTA GRIGGS; LEGAL ASSISTANCE FOUNDATION OF CHICAGO; and ANDREW W. EDWARDS and LEAHY & LEAHY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 2, 1983.

Opinion filed June 25, 1982.

Opinion filed December 15, 1982.

Opinion filed June 29,1983.

DAVID C. THOMAS, for Claimant Mary Norman.

G. FLINT TAYLOR, for Claimant Shel Bannister.

JAN SUSLER, for Claimant G. Flint Taylor.

RUTHANNE DE WOLFE, for Claimants Lonnie Arsberry *et al.*

JAN SUSLER, for Claimants G. Flint Taylor and Jan Susler.

J. DAVID FARREN, for Claimant Siegfried Stubbs.

ROBERT L. BYMAN, of JENNER & BLOCK, for Claimant Richard Black.

MARY HEYRMAN, of MANDEL LEGAL AID CLINIC, for Claimant University of Chicago.

ROBERT V. BOHARIC, for Claimant Arnesta Griggs.

SALLY T. ELSON, for Claimant Legal Assistance Foundation of Chicago.

LEAHY & LEAHY, for Claimants Andrew W. Edwards and Leahy & Leahy.

NEIL F. HARTIGAN, Attorney General (ROBERT SHUFF AND WILLIAM WALLIN, Assistant Attorneys General, of counsel), for Respondent.

REPRESENTATION AND INDEMNIFICATION ACT—*purpose of* Act. Representation and Indemnification Act entitles State officer or employee to representation by Attorney General and indemnification for damages, court costs and attorney fees when he is sued in civil proceedings in which deprivation of civil or constitutional rights is alleged arising out of any act occurring within scope of employment.

SAME—*Court of Claims is proper forum.* Court of Claims is proper fornm for action brought pursuant to Representation and Indemnification Act because the claim is against the State founded upon a law of the State.

SAME—*claims no different than other expenses incurred by agency.* Claims against State agencies arising nnder the Representation and Indemnification Act are no different than any other ordinary and contingent expenses incurred by a State agency and an attempt should be made by the agency to pay the obligation in the ordinary course of bnsincss just like any other hill.

SAME—Act provides for puyment through agency incurring obligation. Representation and Indemnification Act provides that costs of indemnification, court costs, and litigation expenses and other costs of providing a defense, including attorney fees, paid or obligated under this Section, shall he allocated to and paid from the budget of the General Assembly, conrt, State officer, department, division, bureau, board, commission, committee, agency or instrumentality, against whose employee the claim or cause of action is asserted.

SAME—state's objections to requirement obligated agencies to make payments under Act rejected. State's objections to the Court of Claims' position that obligations incurred under the Representation and Indemnification Act he paid directly by the obligated agency were rejected as the objections were primarily based on alleged hndgeting difficnlties, and there is no basis in actual practice leading Court of Claims to concnr in belief that such difficulties do in fact exist.

SAME—*requirement that obligated agency pay claims under Act directly applied prospectively.* The Conrt of Claims' ruling that claims under the Representation and Indemnification Act he paid by the agency which incnrred the obligation as an ordinary and foreseeable expense would be applied prospectively.

ROE, C. J.

This is a claim pursuant to an Act to provide for representation and indemnification (Ill. Rev. Stat. 1981, ch. 127, par. 1301 et seq.) hereinafter referred to as the **Act.** The Claimant sued several State officers and employees in a case entitled ***Norman** v. Sielaff*, 76-C-4677, in which she alleged violation of rights guaranteed by the United States Constitution while the deceased was an inmate in the custody of the Illinois Department of Corrections. That case was settled by an agreement dated October 28, 1982, which provided that the defendant State officers and employees pay $22,000.00.

Under the Representation and Indemnification Act, a State officer or employee is entitled to representation by the Attorney General and indemnification for damages awarded, court costs, and attorney fees when he is sued in a civil proceeding in which the plaintiff alleges deprivation of a civil or constitutional right arising out of an act or omission occurring within the scope of his employment. The Act was passed in response to developments in Federal law which subjected State officers and employees to Federal suit.

Whether Claimant here is entitled to an award depends on whether the State officers and employees would be. The State officers and employees sued were all officers or employees of the Department of Corrections and were represented by the Attorney General. Thus, he has determined that the State officers and employees were entitled to the benefits of the Act.

The first claim in this Court made pursuant to the Representation and Indemnification Act was ***DeWoskin u. State,*** No. **78-CC-1703.** (Although the claim is still pending, the relevant issue was decided in an as yet unpublished opinion dated April 20, **1981).** Since that time numerous other claims under the Act have been made in the Court of Claims and paid by the Court of Claims following legislative funding of the award made.

Since ***DeWoskin*** and after reviewing the subsequent claims we have had the opportunity of further examination of the Act and we now find it necessary to further define the limits of jurisdiction which we will exercise over such claims.

In ***DeWoskin*** we stated at page six as follows:

"We hold that a cause of action brought pursuant to the Indemnification Act is properly cognizable in this Court, under section 8(a) of the Court of Claims Act, because it is a claim against the State founded upon a law of the State"

We said that the nature of a claim arising under the Act is the collection by a State employee of money to which he or she becomes entitled by complying with the provisions of the statute. We also noted that there was no provision made in the Act for administrative review of the determinations made by the Attorney General and therefore a court in the judicial branch could not be placed in the position of entering a judgment for monetary damages against the State by overturning the Attorney General's determinations. Thus we found that the Court of Claims was the only forum to which a party could come to have the Indemnification Act enforced (except perhaps in a situation involving a ***mandamus*** action, a situation which to our knowledge has not arisen to date and one on which we do not comment or speculate).

DeWoskin was a contested matter. The relevant issue arose out of a determination by the Attorney General that the Claimant therein was not entitled to representation and indemnification. We found it to be our function essentially to review that determination. There were issues of fact and law to be decided.

All the claims brought pursuant to the Act after ***DeWoskin*** were uncontested in this Court as is the case at bar. We have not been asked to decide any issue; we have been used as **a** conduit for payment of an obligation of the State. In the case at bar compliance with the requirements of the Act entitling Claimant to its coverage was determined by the Attorney General prior to the claim being filed and the only thing remaining is payment. This situation is expressly covered by section 2(d) of the Act which provides as follows:

"(d) The costs of indemnification, court costs and litigation expenses and other costs of providing a defense, inclnding attorneys' fees, paid or obligated under this Section, shall be allocated to and paid from the budget of the General Assembly, conrt, State officer, department, division, burean, board, commission, committee, agency or instrumentality, against whose emplyee the claim or canse of action is asserted." (Ill. Rev. Stat. 1981, ch. 127, par. 1302(d)).

The Act does not make provision for payment through the Court of Claims when the obligation is at this stage. The Claimant has an express statutory remedy which there has been no showing or allegation that he has exhausted as required by section 25 of the Court of Claims Act. Ill. Rev. Stat. 1979, ch. 37, par. 439.24—5.

In this case the employees worked for the Department of Corrections. It is from their budget that the Act provides payment should be made. If the Department of Corrections has a line item appropriation out of which this claim could be paid, the obligation is due and payable immediately. If the Department does not have such an appropriation, it should seek one.

Wherefore, it is hereby ordered that this claim be, and hereby is, dismissed.

OPINION

Roe, C. J.

This is a claim pursuant to An Act to provide for representation and indemnification (Ill. Rev. Stat. 1979, ch. 127, par. 1301 et seq.), herein the Representation and Indemnification Act. The Claimants represented prisoners who sued several State officers and employees in cases entitled *Preston v. Thompson,* 78-C-3512 and *Prisoners of Pontiac v. Thompson,* 78-C-3006, in which they alleged violation of civil rights guaranteed by the eighth amendment to the United States Constitution while they were inmates in the Pontiac Correctional Center. The suit arose out of the deadlock imposed at the Pontiac Correctional Center in July 1978. In a memorandum opinion and order dated June 30, 1981, the Federal district court awarded attorney fees of $101,000 and $3,322.73 in costs. On May 24, 1982, this decision was affirmed by the United States Court of Appeals for the Seventh Circuit Court.

Under the Representation and Indemnification Act, a State officer or employee is entitled to representation by the Attorney General and indemnification for damages awarded, court costs, and attorney fees when he is sued in a civil proceeding in which the plaintiff alleges deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of his employment. The Act was passed in response to developments in Federal law which subjected State officers and employees to Federal suit.

Whether Claimants here are entitled to an award depends on whether the State officers and employees would be. The officers and employees sued were all officers or employees of the Department of Corrections and Law Enforcement and were represented by the Attorney General. We have examined the complaint and Respondent's stipulation and the memorandum opinion and order and opinion on appeal and have determined that the State officers and employees sued would be entitled to indemnification. They were acting within the scope of their employment. The Court did not find that the conduct was intentional, willful or wanton.

Claimants are hereby awarded $104,322.73 to be distributed as follows:

Shel Bannister	$12,000.00
Gerald Block	5,000.00
Michael Deutsch	5,000.00
Jeffrey Haas	20,000.00
Charles Hoffman	5,000.00
Laurie Shatsoff	5,000.00
G. Flint Taylor	20,000.00
David C. Thomas	25,000.00
Malcolm Young	4,000.00
Peoples Law Office	3,322.73

OPINION

ROE, C.J.

This is a claim pursuant to An Act to provide for representation and indemnification (Ill. Rev. Stat. 1981, ch. 127, par. 1301 *et seq.*), herein the Representation and Indemnification Act. The Claimant represented a prisoner who sued several State officers and employees in a case entitled ***Smith v. Rowe,*** No. 77-1029, in which she alleged violations of civil rights guaranteed by the first, fifth, sixth, and fourteenth amendments to the United States Constitution while she was an inmate in a correctional center. In an order dated May 7, 1982, the Federal district court awarded interim attorney fees of $15,000. On September 23, 1982, an appeal of this order was dismissed by the United States Court of Appeals for the Seventh Circuit.

Under the Representation and Indemnification Act, a State officer or employee is entitled to representation by the Attorney General and indemnification for damages awarded, court costs, and attorney fees when he is sued in a civil proceeding in which the plaintiff alleges deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of his employment. The Act was passed in response to developments in Federal law which subjected State officers and employees to Federal suit.

Whether Claimant here is entitled to an award depends on whether the State officers and employees would be. The officers and employees sued were all officers or employees of the Department of Corrections and Law Enforcement and were represented by the Attorney General. We have examined the complaint, the stipulation, and the order and opinion on appeal and have determined that the State officers and employees sued would

be entitled to indemnification.

Claimant is hereby awarded $15,000. The question of interest is reserved.

OPINION

ROE, C.J.

These are all claims made pursuant to An Act to provide for representation and indemnification (Ill. Rev. Stat. 1981, ch. 127, par. 1301 ***et seq.***). The underlying facts in these claims are not in dispute and for the purpose of this opinion need not be restated herein. Typical of the procedural and legal circumstances in each is ***Norman v. State,*** No. 83-CC-1028, and reference is made to our opinion therein, dated May 2, 1983, for background information. Said opinion could be controlling as to all of these claims.

However, the Respondent has petitioned the Court for reconsideration of said claim along with others which were dismissed based on our decision on that claim. The additional claims were filed subsequent to our decision in ***Norman, supra.*** The Respondent has stipulated to the facts and to our granting of awards of the full amounts claimed in each case.

Two cases representative of the group, *Norman* and Bannister, were set for oral argument before the full Court and oral arguments were held on June 28, 1983, at the Court of Claims courtroom in Springfield, Illinois. We have carefully reviewed the Respondent's petition for reconsideration and considered the oral arguments preented. For the most part, we find them long on rhetoric and short on substance. Moreover, we think the Respondent has misinterpreted the Norman opinion.

In our previous opinion we stated that since exercising jurisdiction over this type of claim a little over two

years ago we had the opportunity to further examine the situation and found it necessary to further define the parameters of our jurisdiction with respect to these types of claims. It was our opinion that the approach we had taken in the past should be modified as should the Respondent's approach to the problem.

We did not comment on the merits of the claim. There is no question that the Respondent does in fact and law owe the money sought in each of these claims. We simply stated that under the circumstances it was premature. The claim is no different from any other ordinary and contingent expense incurred by a State agency. An attempt should be made by the agency which incurred the obligation to pay it itself in the ordinary course of business just as it would any other bill. Contrary to Respondent's stated perceptions of this Court and its new position, we have not abrogated our role as an advisory body to the General Assembly but are fulfilling it.

Respondent has essentially presented six arguments in its petition for reconsideration which we will address in the order raised.

The first argument is that our position ignores the budgeting and prediction considerations of the agencies. It stated that prior appropriations to each agency to pay indemnification claims would be extremely difficult and the amount of appropriation difficult to predict. Given the realities of the nature of a civil rights lawsuit this is simply not true. Those cases are rarely, if ever, decided in the same year they are filed. The agency knows at the time it presents its budget to the legislature how many lawsuits are pending and the potential amount of damages. Prediction is unnecessary. A budget request to the legislature is. While it may be that the agency does not want to request funds to pay damages allegedly caused

by the civil rights violations of its employees, it should not be able to avoid its obligation by sending the victim here. The legislative appropriations process is being unnecessarily bypassed and, in view of the express provisions of the Indemnification Act we quoted on page four of our previous opinion in ***Norman,*** improperly so.

The second argument Respondent raised was that requiring the agency to make the budget request before the legislature could delay payment for six months or more during which period the State could be liable for interest. Such a scenario would not occur if a prior appropriation was obtained. Moreover, in practice this would not occur regardless of a prior appropriation. First, our previous opinion was rendered sufficiently far in advance of the legislative timetable deadlines to allow the agency to make an appropriation request during the current legislative session. Historically, ordinary and contingent operating expenses appropriations bills of an agency have been signed by the Governor much sooner than the Court of Claims' special awards bill by which Respondent would have this claim paid. Claims of this type cannot be paid through this Court directly if the amount sought is in excess of $1,000.00 without prior legislative approval and appropriation and approval by the Governor. This can only be obtained twice a year so Respondent's position would clearly cause more interest to accrue. Secondly, our experience with this type of claim has shown us, as demonstrated by the filing dates, that Respondent **is** especially adept at controlling the date on which a claim of this nature is settled.

The third argument offered was that our position would cause this type of claim *to* be presented in piecemeal fashion with no general accounting for the impact of them. **All** State agencies submit separate budgets in advance of the fiscal year and both the legislature and

the Bureau of the Budget can better plan and account for them if they are aware of them in advance rather than when they are presented in a small line item of last minute amendment to the Court of Claims' special awards bill.

The fourth argument was based on the language of the Indemnification Act which we quoted on page four of our previous opinion. Respondent seeks to draw a distinction between the words "budget" and "appropriation". The distinction is only an insignificant one of semantics and need not be further addressed.

The fifth argument is that our position was contrary to legislative policy as evidenced by its past payment of such claims through this Court and no indication given through statutory change of dissatisfaction with the past procedure. We are simply fulfilling our obligation to advise the legislature of a situation which has not been properly presented to it in the past. This argument is interesting in view of Respondent's strongly asserted position in the ***DeWoskin*** case that we did not have jurisdiction.

The sixth argument is based on a misinterpretation of section **23** of the Court of Claims Act (Ill. Rev. Stat. **1979,** ch. **37,** par. **439.23).** That section was inserted to cure certain perceived legal infirmities of the funding of Court of Claims' awards under our previous constitution and to voice the legislative policy against paying private bills but to have claims against the State presented to this Court first. As pointed out previously, we view these **claims as** ordinary expenses and not as of yet a proper "claim" to **be** filed in this Court.

In addition to the Respondent's petition for reconsideration, we feel that certain arguments made at the hearing should be addressed.

The parties sought to draw analogies between this type of claim and those involving lapsed appropriations. In its petition Respondent posed the question: Is the Court suggesting that in every claim a claimant should first seek an appropriation to the agency involved? This has never been the Court's position. It is our position, however, that before an agency incur an ordinary expense there be monies appropriated to pay it. Respondent further stated that every agency has authority to pay certain kinds of claims but is not appropriated the money or enough money to do **so.** If the agency does not have money to pay an obligation, it is not authorized to incur it as a general rule. The **same** is true if it has an insufficient amount of money. With the exception to the general rule, those obligations where the agency is "expressly required by law" to assume the obligation, at least some funds were previously on hand to pay such claims.

For purposes of clarification we also want to address our remarks in the previous ***Norman*** opinion where we said:

> **"All the claims hronght pursuant to the (Indemnification) Act after *DeWoskin* were uncontested in this Court as is the case at bar. We have not been asked to decide any issue; we have been used as a conduit for payment,"** *Norman, supra*, **3, 4.**

We did not intend to imply that we would not entertain uncontested claims in this Court. Claims for lapsed appropriations must be brought here as well as other claims which eventually are settled or stipulated to. What we meant was that this Court should not be used for the purpose of essentially obtaining a deficiency appropriation to pay what we feel is an ordinary and foreseeable expense which should, under the present statutory framework be paid by the agency which incurred it.

It was also urged by the parties during oral arguments that our decision in the ***Norman*** case be applied

prospectively so as not to work an undue hardship on the Claimants who through no fault of their own have been put in the middle of the issues herein. We think it should be pointed out that those Claimants who accepted assignments of rights to indemnificaton after the *Norman* opinion should have been on notice. We also think it relevant to reiterate here that the *Norman* opinion was rendered sufficiently far in advance of the legislature's deadlines to allow the agencies to seek appropriations this session. However, because our position has been a significant and important departure from past practice, and so as not to work undue hardship on the Claimants, we hereby order that these claims be, and hereby are awarded in the am'ounts agreed to as per the stipulations on file.

In conclusion we feel that our approach stated in the previous *Norman* opinion and this opinion is correct as a matter of law based on the present statutory framework and the facts of these cases, that our position will be applied prospectively with respect to any case of this nature not pending as of the date of this opinion, and that we are fulfilling our role as an advisory body to the General Assembly and furthering the public policy of the State of Illinois.

83-CC-1028	Mary Norman	Clainiant awarded $22,500.00
82-CC-2764	Shel Bannister et *al.*	Claimants awarded $133,829.70
83-CC-0467	G. Flint Taylor	Claimant awarded $17,678.74
83-CC-1370	Lonnie Arsberry *et al.*	Claimants awarded $12,200.00
83-CC-1576	G. Flint Taylor et *al.*	Claimants awarded $2,150.00
83-CC-2413	Seigfried Stubbs	Claimant awarded $3,585.00
83-CC-2508	Richard Black	Claimant awarded $37,179.75
83-CC-2571	University of Chicago	Claimant awarded $30,000.00
83-CC-2679	Arnesta Griggs	Claimant awarded $12,500.00
83-CC-2714	Legal Assistance Foundation of Chicago	Claimant awarded $4,532.60
83-CC-2788	Andrew W. Edwards et *al.*	Claimants awarded $72,991.00

(No. 83-CC-1244—Clainiants awarded $356.86.)

DONALD REINKING and VIVIAN REINKING, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 29, 1983

ROBERT C. JENKINS, for Claimants.

NEIL F. HARTIGAN, Attorney General (JAMES A. KOCH, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*joint stipulation—award granted.* **Award granted to Claimants and insurer on basis of joint stipulation of parties, and awards would constitnte full settlement of claim arising from occurrence.**

POCH, J.

This cause coming on before the Court on the joint stipulation of the Claimants and the Respondent, by their respective attorneys, and the Court being fully advised in the premises:

It is hereby ordered that the sum of $100.00 be awarded to Donald and Vivian Reinking and $256.86 be awarded to State Farm Mutual Automobile Insurance Company, and this shall constitute full and final satisfaction of the claim herein or any other claim arising out of the same occurrence.

(No. 83-CC-1524—Claimant awarded $1,357.00.)

THE COUNTY OF RANDOLPH, Claimant, ***v.*** **THE STATE OF ILLINOIS, Respondent.**

Order filed Moy 13,1983.

WILLIAM A. SCHUWERK, JR., for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—habeas corpus petitions—counties reimbursed by State. County was granted award as reimbursement for numerous writs of *habeas* **corpus** filed by inmates of institution located in county who were not residents of county, as statute provided that State, through Court of Claims, should pay each county expenses incurred due to proceedings involving petitions for writs of **habeas corpus** by inmates in county who were not residents of county at time **of** their commitment.

POCH, J.

This cause coming to be heard on the Respondent's motion to dismiss and the Court being duly advised in the premises:

Finds, that 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 the Clerks of Courts Act (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 **34** of such writs filed on or subsequent to March 17, **1982.** Section 8 of "An Act concerning fees and salaries" (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 **34.**

Section **1** of "An Act in relation to . . . county law libraries" (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 **34.**

Section **1** of "An Act to provide for (re)imbursement of counties . . . for expenses . . . incurred in habeas corpus proceedings" (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 proceedings 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 County of Randolph against the State of Illinois for these necessary expenses as set forth above amounts to the sum of **$1,357.00.**

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 **$1,357.00** (one thousand three hundred fifty seven and 00 dollars).

(No. 83-CC-2059—Claim dismissed.)

GORDON BAKER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed June* 9, 1983.**

EDWARD T. GRANEY, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES A. KOCH, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*National Guard truck—Federal training—no jurisdiction.* **Claim dismissed as injuries were sustained when National Guard truck crashed while participating in Federally funded annual training program, and therefore at time of accident driver was not an agent of State and State was not liable as driver was on a Federal mission.**

ROE, C.J.

This matter is before the Court on the Respondent's motion to dismiss for lack of jurisdiction over the subject matter of this claim. The Claimant having filed no objection to said motion, and the Court being fully advised in the premises, finds as follows:

Claimant contends that the driver, Tommie Craft, of the National Guard truck was an agent of the State of Illinois at the time of the accident. This Court in *McRaven v. State* (1972), **23** Ill. Ct. Cl. **5,** stated this was essential if the Court was to have jurisdiction over this cause of action.

The Claimant and the driver of the truck were Illinois National Guardsmen en route to Camp McCoy, Wisconsin, for summer training. The truck went out of control and crashed in Columbia County, Caledonia Township, Wisconsin. Both the driver and the Claimant were participating in Federally required and funded annual training pursuant to **32** U.S.C. **503.**

In *Porter v. State* (1975), **31** Ill. Ct. Cl. **51,** the Court denied the claim and held that the driver was performing Federally funded annual training pursuant to **32** U.S.C. **503,** and therefore was on a Federal mission and not performing a State function. Hence, the driver was not an agent of the State at the time of the incident and the State was not liable.

Since the National Guard unit to which the driver was attached was not performing a State function or in State service at the time of the accident, the driver could not have been an agent or an employee of the State of Illinois. The Respondent cannot be held responsible for the driver's acts because of this fact, and therefore the Court does not have jurisdiction over the matter.

Wherefore, it is hereby ordered that this claim be, and hereby is, dismissed.

(No. 83-CC-2445—Claimant awarded $213,630.52.)

WILLIAM J. HARTE, LTD., a professional corporation, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 9,1983.

KEVIN M. FORDE, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM R. WALLIN, Assistant Attorney General, of counsel), for Respondent.

CIVIL RIGHTS—*attorney fees awarded—action contesting congressional redistricting.* Claim was allowed for attorney fees incurred in contesting constitutionality of Illinois congressional redistricting done after 1980 census, as State was liable since attorney fees are awardable to prevailing party *in* civil rights actions.

ROE, C.J.

This is a claim for payment of attorney fees awarded to the Claimant in a case styled ***In re Zllinois Congressional District Reapportionment Cases,*** Master File No. 81-C-3915. Actions were brought in both the circuit court of Cook County and the United States District Courts for

both the Southern and Northern Districts in Illinois contesting the constitutionality of the Illinois congressional redistricting which was done after the 1980 census. The Claimant here represented one of the plaintiffs, Earl Neal Otto.

The State Board of Elections conceded the unconstitutionality of the reapportionment plan. The issue for the trial court was the determination as to which reapportionment plan was to be adopted and the issue on appeal was the amount of attorney fees.

The question for the Court of Claims to decide is whether it has the authority to make an award in this claim. The State Board of Elections has insufficient funds to pay this claim, and there is no other appropriate agency which would have the funds. Although the Federal suit arose under the Civil Rights Act, this is not a claim under the Indemnification Act (Ill. Rev. Stat. 1981, ch. 127, par. 1301 *et seq.*). This is a claim directly against the State, not a claim to indemnify any State employee.

There is no doubt that under the current Federal law that the State is liable. 42 U.S.C. 1988 provides that attorney fees may be awarded to the prevailing party in a civil rights suit. In his orders of May 25, 1982, and May 19, 1983, the U.S. district judge ordered that the attorney fees be paid. Interest is due on such awards under 26 U.S.C. 1961.

We view this claim similar to those in which we make awards because the indebtedness was expressly authorized by law. In a distinct, but similar, situation, this Court, in ***Butterfield v. State*** (1961), 24 Ill. Ct. Cl. 85, determined that the fees of a private attorney hired by the State Treasurer to defend his official actions when the Attorney General was unable to defend him could be paid by this Court even though there were insufficient

funds available for the State Treasurer to pay them directly. We said there that "neither Mr. Wright [the State Treasurer] nor the Legislature could anticipate the necessity of his defending an action brought against him in his official capacity by the Attorney General, who ordinarily would represent him." (24 Ill. Ct. Cl. 85, 97.) Likewise here, neither the State Board of Elections nor the General Assembly could be expected to anticipate either the award or its size. In general the State cannot forecast either the frequency or size of awards that may be made against the State in Federal court, especially since the Federal laws and court decisions are relatively new and represent an erosion of sovereign immunity and the eleventh amendment, on which the State has previously relied.

We therefore determine that an award of $183,420.67 plus interest at the rate of 12.1948 from the date of the original judgment, May 25, 1982, until the date the voucher is prepared should be made. Since this claim will have to be paid through a special awards bill, it will be paid by November 1, 1983, at the latest. At that time, interest will amount to $32,906.48. Thus, we make a total award not to exceed $216,327.15, the exact amount to be calculated on the date the voucher is prepared.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS AND FIREMEN COMPENSATION ACT

Where a claim for compensation filed pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics 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 **1983.**

OPINIONS PUBLISHED IN FULL FY 1983

(No. **82-CC-1086—Claim denied.)**

In re APPLICATION OF ELIZABETH J. RANDALL.

Opinion filed* October *6,1982.

DOGGETT & FORAN (RICHARD M. DOGGETT, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (EDWARD C. HURLEY III, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—"*killed* in line of duty" defined. "Killed in line of duty" as used in Law Enforcement Officers and Firemen Compensation Act means losing one's life as a result of injury received in the active *performance* of duties as a law enforcement officer.

SAME—officer driving own car to work—collision—claim denied. Death of sheriff's investigator and part-time patrolman as result of automobile accident did not fall within scope of provisions of Law Enforcement Officers and Firemen Compensation Act, as at time of collision, officer was driving his private automobile on way to report for his part-time job as village patrolman and at time he was merely exposed to hazard to which all general public is subjected and the accident could not be related to decedent's employment as law enforcement officer other than by fact he was commuting to second job.

ROE, C. J.

Claimant brought this claim as the designated beneficiary seeking compensation pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act (Ill.Rev.Stat. 1981, ch. 48 par. 281 et *seq.*), hereinafter referred to as the Act. Pursuant to an order of this Court her claim was assigned to a commissioner for hearing and a hearing was held July 29, 1982, at the Court of Claims courtroom in Springfield, Illinois.

It appears from the evidence presented that Herbert W. Randall was married to the Applicant. She was his designated beneficiary under the Act. He was employed as an investigator for the Vermilion County Sheriff's Department, and also worked part-time for the village of Catlin as a patrolman. The evidence further showed that a condition of his employment as investigator for Vermilion County was that he was subject to 24-hour call, and that in the event that an incident or an investigation required his presence, this would take precedence over his duties as a patrolman for the village of Catlin.

It was further shown by the exhibits, affidavits, and

testimony that on August 11, 1981, the decedent left his duties with the sheriff's department at 4:00 p.m. and went to his home in Georgetown, Illinois, for dinner. At that time he changed into a uniform of the Catlin Police Department, ate dinner and left in the family autoniobile at approximately 4:45 p.m. for the village of Catlin. The Applicant testified that she assumed he would stop for gasoline in the family car because she had used the car that day. There was testimony that the decedent was taking the most direct route to the village of Catlin. Further, there was testimony that had he arrived at the home of the chief of police of the village of Catlin, he would have changed vehicles and proceeded upon routine patrol in a marked squad car for the village of Catlin. The tour of duty was to commence at 5:00 p.m. and conclude at 9:00 p.m.

The investigative reports indicate that when the decedent approached the village of Westfield, an automobile operated by a Steven R. Neal appeared at the intersection of Route **150** and Virginia Street at a high rate of speed and was being operated in a reckless manner. In an attempt to overtake another vehicle, Neal was said to have sideswiped and forced said vehicle off the roadway at which point the Neal vehicle proceeded into the northbound lane and hit the decedent's vehicle head on. This evidence was not objected to, not corroborated, and not refuted. The death certificate recites that the decedent was killed immediately from a basal skull fracture as a result of the accident.

Counsel for Applicant and Respondent both seem to agree, and we concur, that the only issue in this case is whether or not the decedent was "killed in the line of duty" as provided by sections 2(e) and 3 of the Act. (Ill.Rev.Stat. 1981, ch. **48,** pars. 282(e), 283.) Both counsel waived the filing of briefs and asked the Court to decide

the case on the record. Neither party could cite a previous Court of Claims decision directly on point.

In general, this Court's decisions on the issue have closely paralleled workmen's compensation rules. The rule which has evolved in the field of workmen's compensation and generally applied by this Court is to determine whether the employee, when injured, was at a place where by reason of his employment, he was required to be, or whether he was subject, by reason of his employment, to a hazard to which the general public is not exposed or to which he, by reason of his employment, is exposed peculiarly to a greater degree than the public. We believe this test is within the spirit and intent of the Act and closely summarizes our analysis of all of the prior claims. Even in cases where the decedent died of a heart attack we have tried to discern a direct causal link between the heart attack and some official activity. The statute states in part: " 'killed in the 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." (Emphasis added). (Ill.Rev.Stat. 1981, ch. 48, par. 282(e)). Webster's Dictionary defines the word "active" as "characterized by action rather than contemplation" and "produced of or involving action or movement". Therefore we have looked into what exactly the person was doing at the time of his death.

Under workmen's compensation case law it has been held that simply because a law enforcement officer is on call 24 hours a day, any injuries sustained-must still be in some way dependent on the claimant's status as a police officer. ***Siens v. Industrial Commission*** (1981), 84 Ill.2d 361,481 N.E.2d 749.

Turning to the facts in the case at bar in light of the discussion above, we have a police officer in uniform, in his personal vehicle driving to his place of employment,

with certain conjecture that he may have stopped for gasoline for his personal vehicle. His personal vehicle was not equipped with any radio equipment nor had he been contacted for any police work or activity. It is our opinion that the decedent would not have commenced in the "active performance of duties as a law enforcement officer" until he would have arrived at the residence of the chief of police of the village of Catlin, changed vehicles from his own car to the marked squad car, and begun to patrol or gone about assigned duties from the chief of police. Although there was much testimony concerning the period of time for which he was in fact paid and the exact time of death, we do not find it persuasive, for benefits under the Act are not limited to paid persons. Even though a person may be paid for working certain hours, if he is not actually on the job in the active performance of his duties, he is not within coverage of the Act.

The unfortunate death of Mr. Randall came as a result, in our opinion, of a hazard to which all of the general public is subjected and cannot be linked or related to his employment as a law enforcement officer other than by commuting to his secondary place of employment.

Wherefore, it is hereby ordered that this claim be, and hereby is, denied.

(No. 82-CC-1921—Claim **denied.)**

In re APPLICATION OF EUNICE J. RIVERS.

Opinion filed January 11, 1983.

EUNICE J. RIVERS, *pro se,* for Claimant.

NEIL F. HARTIGAN, Attorney General (EDWARD C. HURLEY, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*heart attack—claim* ***denied.*** **University police officer's death was not due to injury which arose from violence or other accidental cause related to work as law enforcement officer, as record clearly established that when decedent suffered heart attack shortly after reporting for duty, he was not engaged in any activity posing risks inherent in his job of law enforcement.**

ROE, C.J.

The Claimant herein, Eunice J. Rivers, seeks an award based upon the provisions of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1981, ch. 48, par. 281 et *seq.*), by reason of the death of her husband, Allen Albert Rivers, Jr., who died on December 29, 1981, while on duty at the University of Illinois police department.

The decedent was a 51-year-old male employed as a field supervisor on the University of Illinois police department. His duties required him to work both inside at a desk and outside in good weather and bad. During the one-year period immediately preceding the date of his death he suffered from diabetes, hypertension, poor circulation, swelling of the feet and legs, and chronic lung disease. The decedent was overweight, had difficulty controlling his weight and ate when he was nervous or upset from his job. During the three weeks immediately preceding his death, Mr. Rivers showed signs of fatigue, had difficulty sleeping, and would nod off during the day, even while engaged in conversation. Additionally,

Mr. Rivers was suffering from an ulcer on his leg, swelling of his legs and the residual effects of severe frostbite which occurred while he was on duty, but not within the one-year period preceding his death. On December 18, 1981, he was advised by his physician, Victor S. Wojnar, M.D., to enter the hospital, which the decedent refused to do.

Mr. Rivers, in the performance of his duties as an officer, worked 40 hours per week and additionally, he was required to work mandatory overtime. During the 10 days immediately preceding his death he worked a 40-hour week and, in addition to his regular duties on December 19, 1981, worked 3.8 hours of overtime; on December 22, 1981, he worked 3.8 hours of overtime; on December 25, 1981, he worked 3.8 hours of overtime.

On the morning of December 29, 1981, he arose from bed, stated that he was not feeling well and vomited prior to leaving for work. He drove to the police station in near zero temperatures and arrived sometime prior to 7:00 a.m. While on duty he was seen by his fellow officers to be gasping for breath. He collapsed and was taken by ambulance to Burnham City Hospital and at 7:58 a.m. was pronounced dead. The cause of death was massive myocardial infarction due to or as a consequence of hypertension.

The issue is whether Claimant's decedent was killed in the line of duty, as defined in section 2(e) of the Law Enforcement Officers and Firemen Compensation Act. (Ill. Rev. Stat. 1981, ch. 48, par. 282(e).

Although coverage of the Act is not limited to healthy persons, the preponderance of the evidence shows that Claimant's decedent was not killed in the line of duty, as defined under section 2(e) of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1981,

ch. 48, par. 282(e)) and the guidelines set forth by the Court of Claims, as his death did not arise from "violence or other accidental cause." See ***Wierciak v. State*** (1982), No. 00192; ***McInerny v. State*** (1980), 34 Ill. Ct. Cl. 300; ***Hedge*** v. ***State*** (1982), No. 00195; ***Balcer*** v. ***State*** (1980), 34 Ill.Ct.Cl. 311, and ***McNamara*** v. ***State*** (1982), No. 81-CC-2814.

The Act provides for payment of compensation only in cases in which an officer is killed in the line of duty as stated in section 2(e) of the Act. To recover under the Act, Claimant must prove that decedent lost his life as a result of injury which arose from violence or other accidental cause. It is not disputed that the decedent was on duty at the time of his death. However, the circumstances under which the decedent died in no way satisfy the requirements of the Act, allowing compensation.

In **all** of the above cited cases, the Court denied an award because the claimant was unable to prove a violent or accidental cause leading to the heart attack. In the ***McNamara*** case, the Court said:

> **"Clearly there can be no recovery** under **the statute if Captain** McNamara was **not first injured.** Death **alone is not sufficient. It must be preceded by an injury. In all cases involving death by heart attack an effort is made to pin-point an injury which triggered the fatal attack."**

Applying the above to the facts, it is clear that Mr. Rivers, in arriving at work, was not engaged in any activity which posed risks inherent in the job of law enforcement.

The Court must also consider its decision in light of the precedent it creates. By granting recovery the Court would adopt a position which essentially would allow compensation merely where an officer dies while at work. This position is inconsistent with the intent of the legislature.

It is therefore ordered that the claim of Eunice J. Rivers be, and hereby *is*, denied.

(No. 82-CC-2788—Claim dismissed.)

In re APPLICATION OF GEORGE REDMAN, SR.

Opinion on denial of section 2-1401 petition filed October 7, 1982.

GEORGE REDMAN, SR., *pro se*, for Claimant.

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

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*hit by train—death not in line of duty—claim denied.* Claim for benefits under Law Enforcement Officers and Firemen Compensation Act denied as record established that deputy sheriff died due to being hit by a train, but there was no evidence that death was result of active performance of duties as law enforcement officer.

SAME—*untimely section 2-1401 petition dismissed.* Claimant's petition for relief under section 2-1401 of Code of Civil Procedure was dismissed as petition was not filed within two years after entry of order of judgment from which relief was sought.

OPINION ON DENIAL OF SECTION 2-1401 PETITION

ROE, C. J.

This is a claim allegedly arising out of the death of a deputy sheriff seeking payment of compensation to the decedent's beneficiary pursuant to the Law Enforcement Officers and Firemen Compensation Act (hereinafter referred to as the Act). Ill.Rev.Stat. 1981, ch. 48, par. 281 *et seq.*

The date of Applicant's decedent's death was alleged to have been August 12, 1974. According to section 3 of the Act (Ill.Rev.Stat. 1981, ch. 48, par. 283), in order for compensation to be awarded by this Court, a claim therefor must be made within a year of the death of the law enforcement officer. The instant claim was filed on June 28, 1982, nearly eight years after the decedent's death. This alone is sufficient to mandate our denial of an award.

A claim based upon the same incident involving the same decedent and filed by the same Applicant herein was previously presented to this Court which claim was entitled *George Redman, Sr. v. State of Illinois* (1979), 32 Ill.Ct.Cl. 1031. A claim for benefits under the Crime Victims Compensation Act (Ill.Rev.Stat., ch. 70, par. 71 *et seq.*) was also filed. (See 32 Ill.Ct.Cl. 1005.) Both claims were determined to be noncompensable primarily due to the failure of the Applicant to sustain his burden of proving that the decedent lost his life as a result of injury received in the active performance of duties as a law enforcement officer and/or that he lost his life as a result of a crime. In such a situation the doctrine of *res judicata* applies and therefore this claim would be barred on a second ground.

However, attached to the application in the case at bar is an affidavit by the Applicant stating that new evidence has been discovered which allegedly shows that the decedent was killed in the line of duty. Several pages of testimony of a witness in an unidentifiable type of hearing entitled "Partial Transcript of Proceedings" was filed along with the application. Applicant apparently filed this second application as a "Section 72 request" as he refers to it in his affidavit. We infer that he is referring to section 72 of the Illinois Civil Practice Act, (Ill.Rev.Stat. 1981, ch. 110, par. 72), which was renum-

bered section 2-1401 of the same chapter by amendment effective July 1, 1982.

According to section 2-1401(c) (Ill.Rev.Stat. 1981, ch. 110, par.2-1401(c)), petitions for relief in the nature of that which the Applicant is seeking must be filed not later than two years after the entry of the order of judgment. The final order in case No. 00092, Applicant's previous claim, was entered on April 2, 1979, a point in time more than three years prior to the filing of the petition at bar. Therefore, construing the application as a petition for relief under the above cited provision of the Civil Practice Act, we are constrained by law to deny it as being untimely.

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

(No. 83-CC-1879—Claimant awarded $20,000.00.)

In re APPLICATION OF KIMBERLY SOBBE.

Opinion filed April 25, 1983.

KIMBERLY SOBBE, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION Am—fireman responding to fire—accident—claim allowed. Award granted to fireman's widow where evidence established that fireman was killed in traffic accident while riding on fire tanker in response to call to scene of fire, as there was no suggestion that death was result of wilful misconduct or intoxication of fireman and the requirements of Law Enforcement Officers and Firemen Compensation Act were otherwise satisfied.

ROE, C. J.

Claimant seeks an award pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. 1981, ch. 48, par. 281 *et seq.*

The Court has reviewed Claimant's application for benefits together with the written statement of decedent's supervisor and has also reviewed the medical examiner's certificate of death, the designation of beneficiary and the report of the Attorney General. From its consideration of these documents the Court finds:

1. A claim was filed herein by Kimberly Sobbe, widow of Kenneth J. Sobbe, who died on January 21, 1983, while on duty as a firefighter for the New Lenox Fire Protection District.

2. Kimberly Sobbe is entitled to any award authorized by this Court as beneficiary designated by the decedent, Kenneth J. Sobbe.

3. The decedent was on duty on the date of his death and was riding on a fire tanker which was involved in a traffic accident while responding to a call to the scene of a fire. Decedent was taken to a hospital where he was pronounced dead.

4. The medical examiner's certificate of death lists the cause of death as extreme multiple injuries.

5. There is nothing in the circumstances to suggest that decedent's death resulted from the wilful misconduct or intoxication of the decedent.

6. The facts as herein reported are in compliance with the requirements of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. 1981, ch. 48, par. 281 *et seq.*

By reason of the foregoing, it is hereby ordered that

an award of **$20,000.00** be, and is hereby made to Kimberly Sobbe, as designated beneficiary of Kenneth J. Sobbe, as is required by the provisions of the Law Enforcement Officers and Firemen Compensation Act, Ill. Rev. Stat. **1981,** ch. **48,** par. **281** ***et seq.***

(No.83-CC-1914—Claimant awarded $20,000.00.)

In re APPLICATION OF ELIZABETH T. HERRICK.

Opinion filed May 4,1983.

JOHNSON, FRANK & FREDERICK, for Claimant.

NEIL F. HARTIGAN, Attorney General (**JAMES A.** KOCH, Assistant Attorney General, of counsel), for Respondent.

NATIONAL GUARD AND MILITIAMAN'S COMPENSATION ***Am—notional guardsman—aircraft accident—claim allowed.*** **Death of officer in National Guard as resnlt of mid-air explosion of aircraft involved in National Guard duties was within scope of National Guardsman's and Naval Militiaman's Compensation Act and claim would be allowed as death occurred within one year of accident and was not result of officer's wilful misconduct or intoxication.**

ROE, *C.* J.

Elizabeth Herrick, surviving spouse, brings this claim as widow and beneficiary of Kenneth Herrick, deceased, pursuant to the provisions of the Illinois National Guardsman's and Naval Militiaman's Compensation Act, hereinafter 'the Act'. (Ill. Rev. Stat. **1981,** ch. **129,** par. **401 et** ***seq.)*** Claimant seeks to recover under the Act for the death of her husband, Captain Kenneth Herrick, who died as the result of an air-craft mishap in the performance of his duty for the Illinois National Guard. On March **19, 1982,** the decedent was on duty for the Illinois National Guard. On March **19, 1982,** the decedent was on

duty as a navigator. His death resulted from a mid-air explosion of the aircraft at Greenwood Township, McHenry County, Illinois. On March 19, 1982, the decedent died, the cause of death being mechanical injuries, multiple, severe, as a consequence of an airplane explosion. His death was concurrent with the explosion.

It is clear that the decedent died within one year of injuries sustained from an accidental cause, while on duty as an Illinois National Guardsman. Further the death was not a result of the wilful misconduct or intoxication of the decedent.

This Court in *Gaspar v. State of Zllinois* (1965), 25 Ill.Ct.Cl. 186, held that a guardsman who dies on duty while classified under inactive duty training status (38 U.S.C. 101 (23) and 32 U.S.C. 502) was entitled to recovery.

The Court, after reviewing this 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 and no cents) be, and hereby is, awarded Elizabeth T. Herrick, widow and beneficiary of Kenneth Herrick, deceased.

(No. 83-CC-2244—Claim denied.)

***In re* APPLICATION OF VICTORIA P. WALICZEK.**

***Opinion filed* June 9, 1983.**

VICTORIA **P.** WALICZEK, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*death more* than one *year* ofter injury—claim denied. Claim for benefits nnder Law Enforcement Officers and Firemen Compensation Act denied as death due to heart attack occurred more than one year after date on which fireman suffered severe smoke inhalation while attending a fire.

ROE, C. J.

Claimant seeks an award as the widow and sole designated beneficiary of firefighter Theodore E. Waliczek, pursuant to the provisions of the Law Enforcement Officers and Firemen Compensation Act. Ill. Rev. Stat. **1981,** ch. **48,** par. **281 *et seq*.**

The Court has reviewed Claimant's application for benefits together with the written statement of decedent's supervisor, and has also reviewed the coroner's certificate of death, the designation of beneficiary and the report of the Attorney General. From its consideration of these documents the Court finds:

1. A claim was filed herein by Victoria P. Waliczek, widow of Theodore E. Waliczek, who was a firefighter for the Chicago Fire Department and who died on May **10, 1982.**

2. That Victoria **P.** Waliczek, as widow and sole beneficiary designated by decedent, is entitled to any award authorized by this Court.

3. That the statement of Peter Cunningham, decedent's supervising officer, demonstrates that decedent suffered severe smoke inhalation on March **24, 1981,** while asssigned to and attending a fire at **6211** South Cicero in Chicago.

4. That the certificate of death issued by the coroner

of the State of Wisconsin states that the cause of decedent's death was acute myocardial infarction resulting from coronary artery disease, and that decedent died on May 10,1982.

5. That there is nothing in the circumstances to suggest that decedent's death resulted from the wilful misconduct or intoxication of the decedent.

6. That the foregoing does not fall within the terms and provisions of section 2 of the Law Enforcement Officers and Firemen Compensation Act (Ill. Rev. Stat. 1981, ch. 48, par. 282(e)), which defines "killed in the line of duty". Specifically, decedent's death did not occur within one year from the date the injury was received.

By reason of the foregoing it is hereby ordered that Claimant's application for benefits under the provisions of the Law Enforcement Officers and Firemen Compensation Act herein be, and the same is, denied.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, AND FIREMEN COMPENSATION ACT

OPINIONS NOT PUBLISHED IN FULL
FY 1983

Where the Attorney General's investigation determines that claim is within the scope of Act claim will be allowed.

81-CC-2814	McNamara, Delores F.	$20,000.00
81-CC-2816	Simpson, Rose M.	20,000.00
82-CC-2365	Woolard, Pamela Ann	20,000.00
82-CC-2651	Taylor, Linda K.	20,000.00
82-CC-2684	Danaher, Ann Therese	20,000.00
82-CC-2716	Nicosia, Donna J.	20,000.00
82-CC-2769	Dixon, Vanpend	20,000.00
82-CC-2798	Crome, Sara A.	20,000.00
83-CC-0072	Skeeters, Mary Marie	20,000.00
83-CC-0145	Holder, Dorothy	20,000.00
83-CC-0282	Lynch, Joann, Mrs.	20,000.00
83-CC-0619	Caulfield, John J. & Rosemary A.	20,000.00
83-CC-0695	Darcy, Patricia M.	20,000.00
83-CC-1283	McMikel, Margaret	20,000.00
83-CC-1547	Terry, Betty Louise	20,000.00
83-CC-1603	Vincent, Marilyn	20,000.00
83-CC-1837	Copeland, Bessie Ann	20,000.00
83-CC-2055	Alwood, Trudy (Gudat)	20,000.00

CASES IN WHICH ORDERS OF DISMISSAL WERE ENTERED WITHOUT OPINIONS FY 1983

75-CC-0042	Tanenbaum, Etty Libby
75-CC-0408	Karch Construction, Inc.
75-CC-1005	Taylor, Letitia
76-CC-1800	Sedabres, George, Jr.
76-CC-2093	Klingberg Schools
76-CC-2291	Glick Drug Co., Inc., d/b/a Glick Prescription Store
76-CC-2910	Linam, George
77-CC-0211	Martin, Harold C.
77-CC-0309	Vogel, Benjamin E.
77-CC-0685	Carpenter, Terry
77-CC-0717	Yefsky, S.A. & CES Telecommunications
77-CC-1235	Curtis, Thomas
77-CC-1260	Warner, Charles
77-CC-1304	Mapleside Manor Nursing Home
77-CC-1358	Hillside Nursing Home, Inc.
77-CC-1393	Rochelle Manor, Inc., Nursing Home
77-CC-1394	Rockford Manor, Inc., Nursing Home
77-CC-1684	Resthave Nursing Home
77-CC-1750	Sanders, Richard W.
77-CC-1795	Cobetto, John
77-CC-2005	Jones, Charles
77-CC-2112	National Bank of Bloomington
77-CC-2153	Moorleghen, Norbert J.
77-CC-2303	Cobetto, John
77-CC-2304	Cobetto, John
77-CC-2533	Garden View Home, Inc.
78-CC-0101	Manescalco, Sam
78-CC-0284	Mauch, James E.
78-CC-0401	Presser, Lee A.
78-CC-0769	Lappin, Ralph H., Jr.
78-CC-0819	Lawlor, Marie M.
78-CC-0870	Medina Nursing Center, Inc.
78-CC-0886	Harrington, George
78-CC-1037	Bridgeview Convalescent Center
78-CC-1246	Banghart, Rosa U., M.D.
78-CC-1296	Suane, Rodney

78-CC-1369	Robinson, Gerald & Witherspoon, William
78-CC-1410	Walden, Oscar, Jr.
78-CC-1664	Crays, Candace
78-CC-1679	Rhodes, Billy D.
78-CC-1703	Dewoskin, William
78-cc-1949	Stanovich, Richard
78-CC-2060	Reynolds, John
79-CC-0032	Anchor Office Supply Co.
79-CC-0121	Chipps, Larry and Solheim, Richard
79-CC-0182	Bret, Rodney & Owen, Charles
79-CC-0581	Allen, Landon
79-CC-0726	Mack, Robert
79-CC-0981	Ballard, Albert
79-CC-1056	Clemens, Steven W.
80-CC-0006	Rollins, Patsy
80-CC-0041	Prestress Engineering Co.
80-CC-0063	Yorke, Nathan
80-CC-0075	Kaiser, Mathew
80-CC-0076	Kaiser, Herbert S.
80-CC-0229	Berndt, Todd
80-CC-0236	Haynes, Kenneth E.
80-CC-0382	Johnson, Jerry
80-CC-0469	Hagensee, William G.
80-CC-0898	Powell, Jessie
80-CC-1095	Knell, William L.
80-CC-1429	Geraci, Florence
80-CC-1506	Central Office Equipment Co.
80-CC-1649	Proctor Community Hospital
80-CC-1752	Nachbauer, Johanna & Ferdinand
80-CC-1850	Whalen, Richard E., Jr.
80-CC-1870	Proctor Community Hospital
80-CC-2078	Rankins, Fred
80-CC-2108	Lott, Freddie Lee
80-CC-2132	Gibson, Phyllis
80-CC-2150	Sleezer, Leslie N. & Sandra
80-CC-2297	South Carolina Department of Mental Health
81-CC-0016	Nieves, Alberto
81-CC-0179	McLain, Terry L.
81-CC-0294	Estey Corp.
81-CC-0328	Petermon, Sandra
81-CC-0449	Stamps, Rosa
81-CC-0462	Spates, Linda

81-CC-0568	Illinois, Bank of
81-CC-0609	Drake, Martin
81-CC-0631	Haney, Mary Ann
81-CC-0648	Pletta, Joseph
81-CC-0688	Chakalis, Constantinos
81-CC-0691	O'Quinn, Barbara
81-CC-0747	Salvation Army, The
81-CC-0757	Lucas, Ora Lee
81-CC-0858	Booker, Jacqueline
81-CC-0860	Dejan, Lionel1 M.
81-CC-0861	Adams, Anna E.
81-CC-0988	St. Francis Hospital Medical Center
81-CC-1101	Hooks, Nola
81-CC-1106	Co-op Medical Systems, Inc.
81-CC-1107	Co-op Medical Systems, Inc.
81-CC-1213	Capital City Paper Co.
81-CC-1432	Grillo, Augusto
81-CC-1513	Graphic Services
81-CC-1694	Xerox Corp.
81-CC-1695	Xerox Corp.
81-CC-1696	Xerox Corp.
82-CC-1697	Xerox Corp.
81-CC-1698	Xerox Corp.
81-CC-1708	Xerox Corp.
81-CC-1744	Modern Business Systems, Inc.
81-CC-1861	Bell, Rodney A.
81-CC-1874	Depierro, Cynthia S.
81-CC-1984	Lincoln, Sarah Bush, Health Center
81-CC-2064	Lott, David
81-CC-2179	Smith, David
81-CC-2190	Reedy, Rita J.
81-CC-2192	Lemons, Edward
81-CC-2248	Fugate, Edna
81-CC-2257	Comprehensive Community Services of Metropolitan Chicago, Inc.
81-CC-2264	Associates In Adolescent Psychiatry, S.C.
81-CC-2265	Associates In Adolescent Psychiatry, S.C.
81-CC-2266	Associates In Adolescent Psychiatry, S.C.
81-CC-2271	Hinton, Leonard
81-CC-2304	Coopers & Lybrand
81-CC-2306	Boyce, Armand Leslie
81-CC-2312	IBM

81-CC-2314	IBM
81-CC-2334	Modern Business Systems, Inc.
81-CC-2336	Modern Business Systems, Inc.
81-CC-2402	Kappler, Samuel E.
81-CC-2403	Kappler, Wesley R.
81-CC-2665	Duxbury, Kristen L.
81-CC-2720	Ellsworth, Harold L.
81-CC-2780	Fox, Ronnie
81-CC-2804	McFarlane, Beverly
81-cc-2841	Miller, Steven K.
81-CC-2935	Xerox Corp.
81-CC-2943	Xerox Corp.
81-CC-2952	Xerox Corp.
81-CC-2956	Larson, William A.
82-CC-0026	Harper, Robyn K.
82-CC-0164	Wojcik, David C.
82-CC-0165	Xerox Corp.
82-CC-0166	Xerox Corp.
82-CC-0167	Xerox Corp.
82-CC-0168	Xerox Corp.
82-CC-0174	Xerox Corp.
82-CC-0181	Xerox Corp.
82-CC-0182	Xerox Corp.
82-CC-0191	Kincaid, Charlotta
82-CC-0204	Augustana Hospital
82-CC-0250	Wassinger, Gregory K.
82-CC-0277	Chesire/A Xerox Co.
82-CC-0278	Chesire/A Xerox Co.
82-CC-0279	Chesire/A Xerox Co.
82-CC-0280	Chesire/A Xerox Co.
82-CC-0281	Chesire/A Xerox Co.
82-CC-0282	Chesire/A Xerox Co.
82-CC-0284	Durst, Ricky L.
82-CC-0357	St. Anthony Hospital
82-CC-0386	Sampson, Doreen
82-CC-0400	St. Joseph's Hospital Medical Center
82-CC-0402	Quinn Welding Supply Center, Inc.
82-CC-0452	Medley Movers
82-CC-0487	Good Samaritan Hospital
82-CC-0531	Banta, Richard G., M.D.
82-CC-0541	Hickson, Myrtle
82-CC-0543	Martin, James

82-CC-0544	Olbrot, David
82-CC-0553	James, Freddie Joe
82-CC-0563	Whitfield, James H., Dr.
82-CC-0569	Fletcher, E. Toy
82-CC-0633	Catholic Social Service
82-CC-0634	Catholic Social Service
82-CC-0635	Catholic Social Service
82-CC-0641	Moline Public Hospital
82-CC-0682	IBM
82-CC-0701	Catholic Social Service
82-CC-0707	Dunn, John & Catherine
82-CC-0766	Palello, Marie
82-CC-0774	Ertel, Joseph, D.V.M.
82-CC-0788	Lucien, Rudolph
82-CC-0801	Sterling School of Beauty Culture, Inc. d/b/a/ LaSalle School of Beauty Culture
82-CC-0806	Raza, S.A., M.D.
82-CC-0819	Rehabilitation Institute of Chicago
82-CC-0838	Ingalls Memorial Hospital
82-CC-0844	Visionquest National, Ltd.
82-CC-0852	Wilkinson, Alan
82-CC-0860	Modern Business Systems, Inc.
82-CC-0896	Thompson, H.W., M.D.
82-CC-0901	Brindisi, Daniel D.
82-CC-0913	Mahinda, Bhikkhu T.
82-CC-0943	Doerfler, Debbie S.
82-CC-1066	Williams, Arthur
82-CC-1080	Catholic Social Service
82-CC-1103	Mercy Hospital
82-CC-1160	Deutscher, Carl W.
82-CC-1202	MacNeal Memorial Hospital
82-CC-1203	MacNeal Memorial Hospital
82-CC-1204	MacNeal Memorial Hospital
82-CC-1208	McCormack, Sharon R.
82-CC-1226	Randolph Hospital District
82-CC-1227	Wang Laboratories, Inc.
82-CC-1270	Metropolitan Sanitary District of Greater Chicago
82-CC-1300	Savin Corp.
82-CC-1326	Savin Corp.
82-CC-1329	Savin Corp.
82-CC-1346	Savin Corp.
82-CC-1391	Chicago, University of, Hospitals & Clinics

82-CC-1422	Chicago, University of, Professional Services
82-CC-1423	Chicago, University of, Professional Services
82-CC-1426	Chicago, University of, Professional Services
82-CC-1447	Cunningham, W.C.
82-CC-1449	Clements, Julianne W.
82-CC-1469	Williams, Eugene
82-CC-1471	Dunn, Francis C., Jr., M.D., S.C.
82-CC-1476	Gomez, Victor
82-CC-1507	Lee, Dave
82-CC-1508	Butler, Charles E.
82-CC-1509	El Paso County, Department of Social Services
82-CC-1526	State Farm Insurance Co.
82-CC-1581	Christ Hospital
82-CC-1597	Jackson, Andre
82-CC-1635	McGuiggan, Percy J. & Jarczyk, Janet
82-CC-1651	Needham, Bonnie
82-CC-1652	Crabtree, David A.
82-CC-1653	Murray, Raymond E.
82-CC-1663	TJ Photo, Inc.
82-CC-1666	Clark, Morris, Jr.
82-CC-1675	Business Magazines International, Ltd.
82-CC-1736	Treister Orthopaedic Services
82-CC-1742	Treister Orthopaedic Services
82-CC-1744	Treister Orthopaedic Services
82-CC-1747	Treister Orthopaedic Services
82-CC-1749	Treister Orthopaedic Services
82-CC-1758	Reichardt, James E.
82-CC-1762	Carlson, Bethany Kay
82-CC-1783	Anchor Office Supply Co.
82-CC-1787	Anchor Office Supply Co.
82-CC-1790	Anchor Office Supply Co.
82-CC-1796	Xerox Corp.
82-CC-1843	Turek, N., & Sons, Inc.
82-CC-1872	Allstate Chemical Co.
82-CC-1894	Xerox Corp.
82-CC-1897	Xerox Corp.
82-CC-1920	Huffman, Charles W.
82-CC-1932	Anderson, David
82-CC-1934	May, Eddie
82-CC-1935	Buschart Brothers, Inc.
82-CC-1950	Fry, Margaret E.
82-CC-2003	Misericordia Home South

82-CC-2014	Delaney, James
82-CC-2027	Ackerman, Inez M.
82-CC-2035	Illinois Bell
82-CC-2056	Hardaway, Leon
82-CC-2093	Bushnell, Mary Beth
82-CC-2094	Northwestern Memorial Hospital
82-CC-2112	Northeastern Contracting
82-CC-2125	Henderson Obstetrics, S.C.
82-CC-2146	Wiley Office Equipment Co.
82-CC-2156	Smith, Loren Edward
82-CC-2170	Physicians & Surgeons Clinic
82-CC-2190	Rivera, Reinaldo
82-CC-2215	Alexian Brothers Medical Center, Inc.
82-CC-2218	Spivey, Carol
82-CC-2255	Hartnett, Michael J.
82-CC-2263	Lewis, Edward
82-CC-2266	Revco D.S., Inc. #3005
82-CC-2287	Air Illinois, Inc.
82-CC-2291	Ravenswood Hospital Medical Center
82-CC-2294	Snett, Roberta Marks
82-CC-2305	Seamon, Cleveland
82-CC-2311	Reardanz, Carl L.
82-CC-2313	Ball, John
82-CC-2319	Sligo, Inc.
82-CC-2320	Sligo, Inc.
82-CC-2321	Sligo, Inc.
82-CC-2331	Hight, Lynae H.
82-CC-2336	Le Vine, Marvin W.
82-CC-2339	Treister Orthopaedic Services, Ltd.
82-CC-2341	Treister Orthopaedic Services, Ltd.
82-CC-2343	Elgin Paper Co.
82-CC-2344	Rojas, J.F., M.D.
82-CC-2351	Catholic Social Service
82-CC-2353	Naleway, Tyler J.
82-CC-2359	Treister Orthopaedic Services, Ltd.
82-CC-2360	Treister Orthopaedic Services, Ltd.
82-CC-2362	Treister Orthopaedic Services, Ltd.
82-CC-2363	Treister Orthopaedic Services, Ltd.
82-CC-2364	Treister Orthopaedic Services, Ltd.
82-CC-2408	Texaco, Inc.
82-CC-2422	Leamon Ambulance
82-CC-2425	Caldwell, Donna M.

82-CC-2431	Radiology Consultants of Rockford, Ltd.
82-CC-2433	Tamborello, Patricia
82-CC-2443	Xerox Corp.
82-CC-2447	Xerox Corp.
82-CC-2448	Xerox Corp.
82-CC-2453	Sprout, George D.
82-CC-2471	Bryant, David
82-CC-2480	Davis, John Major, Jr.
82-CC-2481	Harris, Sanford Norman
82-CC-2482	Mt. Sinai Hospital Medical Center
82-CC-2485	Deeds Auto Leasing, Inc.
82-CC-2490	Williams, Willie
82-CC-2511	Northwest Radiologist Assoc., S.C.
82-CC-2524	Comprehensive Services, Inc.
82-CC-2534	Rhoades, Glen
82-CC-2536	Clark, Karla
82-CC-2539	Treister Orthopaedic Services, Ltd.
82-CC-2540	Treister Orthopaedic Services, Ltd.
82-CC-2541	Treister Orthopaedic Services, Ltd.
82-CC-2542	Treister Orthopaedic Services, Ltd.
82-CC-2543	Treister Orthopaedic Services, Ltd.
82-CC-2548	Harte, William J., Ltd.
82-CC-2558	Wilson, The H.W., Co.
82-CC-2563	Biswell, Jerry, Mrs.
82-CC-2576	Clark Maple Chevrolet
82-CC-2587	McLain, Terry L.
82-CC-2596	Mueller, Shirley A.
82-CC-2600	Gregorich, Carl R., D.P.M.
82-CC-2601	Gregorich, Carl R., D.P.M.
82-CC-2602	Gregorich, Carl R., D.P.M.
82-CC-2603	Gregorich, Carl R., D.P.M.
82-CC-2604	Gregorich, Carl R., D.P.M.
82-CC-2605	Gregorich, Carl R., D.P.M.
82-CC-2606	Gregorich, Carl R., D.P.M.
82-CC-2607	Gregorich, Carl R., D.P.M.
82-CC-2608	Gregorich, Carl R., D.P.M.
82-CC-2609	Gregorich, Carl R., D.P.M.
82-CC-2610	Gregorich, Carl R., D.P.M.
82-CC-2611	Gregorich, Carl R., D.P.M.
82-CC-2612	Gregorich, Carl R., D.P.M.
82-CC-2619	Methodist Medical Center of Illinois
82-CC-2621	Methodist Medical Center of Illinois

82-CC-2634	Treister Orthopaedic Services, Ltd.
82-CC-2636	Treister Orthopaedic Services, Ltd.
82-CC-2638	Treister Orthopaedic Services, Ltd.
82-CC-2639	Treister Orthopaedic Services, Ltd.
82-CC-2641	Treister Orthopaedic Services, Ltd.
82-CC-2642	Treister Orthopaedic Services, Ltd.
82-CC-2644	Treister Orthopaedic Services, Ltd.
82-CC-2645	Treister Orthopaedic Services, Ltd.
82-CC-2650	Ihlanfeldt, Karin C.
82-CC-2655	Russell, Clifford
82-CC-2663	Heil & Heil Insurance Agency
82-CC-2679	Genser, Herman J.
82-CC-2687	Callahan Clinic
82-CC-2691	Brown, Robert V.
82-CC-2692	Northwest Radiology Assoc., S.C.
82-CC-2693	Northwest Radiology Assoc., S.C.
82-CC-2694	Northwest Radiology Assoc., S.C.
82-CC-2695	State Services Organization
82-CC-2696	Rogers, John P.
82-CC-2698	Greene County
82-CC-2704	Northwest Radiology, S.C.
82-CC-2705	Northwest Radiology, S.C.
82-CC-2706	Northwest Radiology, S.C.
82-CC-2707	Northwest Radiology, S.C.
82-CC-2708	Northwest Radiology, S.C.
82-CC-2709	American District Telegraph Co.
82-CC-2719	Spicer, Edward
82-CC-2720	Kozacek, Victoria
82-CC-2729	Heil & Heil Insurance Agency
82-CC-2736	Sexauer, J. A., Inc.
82-CC-2742	Seeley, Steven E.
82-CC-2752	Illinois, University of, Board of Trustees of the
82-CC-2761	Wilborn, James
82-CC-2774	Miessler, Merwyn L.
82-CC-2775	Ennis Paint Mfg., Inc.
82-CC-2776	Ennis Paint Mfg., Inc.
82-CC-2777	Ennis Paint Mfg., Inc.
82-CC-2778	Ennis Paint Mfg., Inc.
82-CC-2779	Ennis Paint Mfg., Inc.
82-CC-2780	Dolphin, Sherryl
82-CC-2792	Johnson, L. P., M.D.
83-CC-0011	Hargrove, Hazel

83-CC-0022	Schumake, Frank
83-CC-0033	Devereux Foundation, The
83-CC-0034	Northwestern Memorial Hospital
83-CC-0035	St. Joseph Hospital
83-CC-0036	Roseland Community Hospital
83-CC-0037	Roseland Community Hospital
83-CC-0038	Edgewater Hospital
83-CC-0039	Edgewater Hospital
83-CC-0052	Silver, Duane W. & Shirley
83-CC-0082	Illinois Ayres Oil Co.
83-CC-0102	Tanaka, Jack Koto, Sr.
83-CC-0117	Savin Corp.
83-CC-0118	Savin Corp.
83-CC-0119	Xerox Corp.
83-CC-0123	Xerox Corp.
83-CC-0127	Xerox Corp.
83-CC-0133	Treister Orthopaedic Services, Ltd.
83-CC-0134	Treister Orthopaedic Services, Ltd.
83-CC-0135	Treister Orthopaedic Services, Ltd.
83-CC-0136	Treister Orthopaedic Services, Ltd.
83-CC-0142	McKinley, Ada S., Community Services, Inc.
83-CC-0146	Treister Orthopaedic Services, Ltd.
83-CC-0147	Treister Orthopaedic Services, Ltd.
83-CC-0148	Treister Orthopaedic Services, Ltd.
83-CC-0150	Treister Orthopaedic Services, Ltd.
83-CC-0151	Treister Orthopaedic Services, Ltd.
83-CC-0152	Treister Orthopaedic Services, Ltd.
83-CC-0163	Weiss, Louis A., Memorial Hosp.
83-CC-0164	Sherman, Gayle
83-CC-0166	Hromek, Diane
83-CC-0171	Treister Orthopaedic Services, Ltd.
83-CC-0174	Presbyterian-St. Luke's Hospital
83-CC-0196	United Agri-Services, Inc.
83-CC-0208	Auburn-Gresham Preschool, Inc.
83-CC-0213	Kanzler, David L.
83-CC-0218	Sunnie Kiddies Day Care Center, Inc.
83-CC-0221	Treister Orthopaedic Services, Ltd.
83-CC-0222	Treister Orthopaedic Services, Ltd.
83-CC-0224	Treister Orthopaedic Services, Ltd.
83-CC-0225	Treister Orthopaedic Services, Ltd.
83-CC-0226	Treister Orthopaedic Services, Ltd.
83-CC-0227	Treister Orthopaedic Services, Ltd.

83-CC-0228	Treister Orthopaedic Services, Ltd.
83-CC-0229	Treister Orthopaedic Services, Ltd.
83-CC-0230	Treister Orthopaedic Services, Ltd.
83-CC-0231	Treister Orthopaedic Services, Ltd.
83-CC-0232	Treister Orthopaedic Services, Ltd.
83-CC-0233	Treister Orthopaedic Services, Ltd.
83-CC-0234	Treister Orthopaedic Services, Ltd.
83-CC-0236	Treister Orthopaedic Services, Ltd.
83-CC-0237	Treister Orthopaedic Services, Ltd.
83-CC-0238	Treister Orthopaedic Services, Ltd.
83-CC-0240	Treister Orthopaedic Services, Ltd.
83-CC-0241	Treister Orthopaedic Services, Ltd.
83-CC-0242	Treister Orthopaedic Services, Ltd.
83-CC-0243	Treister Orthopaedic Services, Ltd.
83-CC-0244	Treister Orthopaedic Services, Ltd.
83-CC-0250	Graff, Judith
83-CC-0251	Jackson, Deborah
83-CC-0252	Danner, Marian
83-CC-0253	Harbin, Dawn
83-CC-0254	Cunningham, Mary K.
83-CC-0260	Moore, De Wayne
83-CC-0261	Moore, De Wayne
83-CC-0276	Brighton Painting Co.
83-CC-0283	Tennant, Jeffrey S., M.D.
83-CC-0299	Pazar, Thomas J.
83-CC-0304	Ohio Medical Products, a Division of Airco, Inc.
83-CC-0327	Carle Clinic Association
83-CC-0328	Kresser Motor Service, Inc., & Chester J. Hamill
83-CC-0342	Wilson, Johnnie L.
83-CC-0346	Xerox Corp.
83-CC-0375	Xerox Corp.
83-CC-0382	Miller, Orville
83-CC-0383	Roseland Community Hospital
83-CC-0388	Neuropsychiatry, S.C.
83-CC-0401	D & L Office Furniture
83-CC-0414	Knickerbocker, Carrie
83-CC-0419	Lindsey, Regina
83-CC-0435	Little, Donna J.
83-CC-0436	Little, Donna J.
83-CC-0437	Little, Donna J.
83-CC-0438	Little, Donna J.
83-CC-0439	Little, Donna J.

83-CC-0440	Little, Donna J.
83-CC-0451	Lemon, Ethel L.
83-CC-0458	Roseland Community Hospital
83-CC-0465	Wood, Debra
83-CC-0466	Reineke, Susan
83-CC-0478	Walker, Sterling
83-CC-0483	Sonin, Patrick B.
83-CC-0487	Woods, Ralph C.
83-CC-0501	Commonwealth Edison Co.
83-CC-0516	Orthopedic & Spine Surgery Assoc.
83-CC-0531	Commodity News Services, Inc.
83-CC-0536	Sharp, Clarence J.
83-CC-0557	Associates In Adolescent Psychiatry, S.C.
83-CC-0568	Murphy, Kathleen
83-CC-0570	McCormick, Markus T.
83-CC-0579	Illinois Bell Telephone Co.
83-CC-0589	Upjohn Healthcare Services, Inc.
83-CC-0605	Catholic Social Service
83-CC-0606	Laughlin, Lonnie, M.D.
83-CC-0645	Fumento, David P.
83-CC-0652	Smith, Loren Edward
83-CC-0655	Hill, Roosevelt
83-CC-0658	Proctor Community Hospital
83-CC-0670	Amos, Jeffrey
83-CC-0729	Ceaser, Carolyn
83-CC-0753	Capital City Paper Co.
83-CC-0762	Illinois Institute of Professional Psychology
83-CC-0771	Howard Uniform Co.
83-CC-0777	Poczekaj, Patricia I., Estate of
83-CC-0788	YMCA of Metropolitan Chicago
83-CC-0796	Illinois Masonic Medical Center
83-CC-0811	Howard Uniform Co.
83-CC-0812	Howard Uniform Co.
83-CC-0813	Howard Uniform Co.
83-CC-0814	Howard Uniform Co.
83-CC-0823	Central Office Equipment Co.
83-CC-0828	Xerox Corp.
83-CC-0829	Xerox Corp.
83-CC-0838	Glenn Ellyn Savings & Loan Assn.
83-CC-0839	Johnson, Ann
83-CC-0846	Spradlin, Mary K.
83-CC-0862	Jennings, Theodore E., O.D.

83-CC-0873	Rockford Memorial Hospital
83-CC-0874	Professional Medical Management
83-CC-0880	Jarzebska, Damuta, M.D.
83-CC-0885	Professional Medical Management
83-CC-0921	Graumann, Rose K.
83-CC-0933	Friedman, Michael, M.D.
83-CC-0942	Elim Christian School
83-CC-0945	Dictaphone Co.
83-CC-0949	Roberts, Eva J.
83-CC-0952	Passavant Area Hospital
83-CC-0956	Harrell, Richard L.
83-CC-0957	Harte, William J., Ltd.
83-CC-0958	Election Data Services, Inc.
83-CC-0959	Springfield Marine Bank
83-CC-0962	Catholic Social Service
83-CC-0990	Swedish American Hosp. Assn., Inc.
83-CC-0993	IBM Corp.
83-CC-0997	Malone, Peggy
83-CC-1002	Vallarta Reporting Service, Inc.
83-CC-1004	Raza, S. A., M.D.
83-CC-1018	Standard Register Co.
83-CC-1033	Pieske, Mark H.
83-CC-1082	Rockford Medicare Equipment
83-CC-1088	Henry, Denise M.
83-CC-1152	Thompson, Mary, Hospital
83-CC-1174	Associates in Adolescent Psychiatry, S.C.
83-CC-1218	Howard Uniform Co.
83-CC-1233	Microband Corp. of America
83-CC-1236	Howe, James G.
83-CC-1245	IBM Corp.
83-CC-1246	IBM Corp.
83-CC-1247	IBM Corp.
83-CC-1248	IBM Corp.
83-CC-1249	IBM Corp.
83-CC-1267	Central Office Equipment Co.
83-CC-1276	Neurological Surgery
83-CC-1294	Howard Uniform Co.
83-CC-1295	Howard Uniform Co.
83-CC-1297	Howard Uniform Co.
83-CC-1298	Howard Uniform Co.
83-CC-1300	Schisler, Gale
83-CC-1307	Smith, Loren Edward

83-CC-1320	McDonald, Kathy
83-CC-1322	Terry, Gordon B.
83-CC-1342	Metromail Corp.
83-CC-1358	Eckhardt, Dorothy M.
83-CC-1373	Davis, Paul D.
83-CC-1385	Beaty, Geraldine
83-CC-1386	Flood, Gladys
83-CC-1389	Ojong, Pamela
83-CC-1394	Peoria Surgical Group
83-CC-1419	Andrews, Beverly J.
83-CC-1430	Horder Management Corp.
83-CC-1434	Chang, John T.
83-CC-1458	Russell, Lanson W.
83-CC-1461	Cantrell, Ruth
83-CC-1490	Smith, Loren Edward
83-CC-1502	Lonzo, Barney
83-CC-1505	Mahaffy, Terry
83-CC-1508	Harrisburg Clinic
83-CC-1567	Livingston County State's Attorney's Office
83-CC-1580	DePaul University
83-CC-1623	Ravenswood Hospital Medical Center
83-CC-1629	Ravenswood Hospital Medical Center
83-CC-1633	Ravenswood Hospital Medical Center
83-CC-1634	Ravenswood Hospital Medical Center
83-CC-1644	Ravenswood Hospital Medical Center
83-CC-1650	Lipschutz, Harold, M.D.
83-CC-1651	Circle Tour & Travel of Springfield
83-CC-1652	Illinois Central Gulf Railroad Co.
83-CC-1689	Bulchandani, Kamlesh, M.D.
83-CC-1690	Apollo Welding & Building Equipment, Inc.
83-CC-1699	Viens, Edward
83-CC-1746	Modern Business Systems, Inc.
83-CC-1749	Modern Business Systems, Inc.
83-CC-1768	Rice, Lee, & Rice, Christine
83-CC-1785	Eastman Kodak Co.
83-CC-1795	Associates in Adolescent Psychiatry, S.C.
83-CC-1818	Best Inns of America
83-CC-1834	Haasis, Sandra
83-CC-1857	Wolff, Bruce L.
83-CC-1893	Warso, J., & Sons d/b/a Annes, a Partnership
83-CC-1922	Ravenswood Hospital
83-CC-1938	Commonwealth Edison Co.

83-CC-2027	Ravenswood Hospital Medical Center
83-CC-2028	Ravenswood Hospital Medical Center
83-CC-2030	Ravenswood Hospital Medical Center
83-CC-2034	Ravenswood Hospital Medical Center
83-CC-2036	Ravenswood Hospital Medical Center
83-CC-2054	Wykel, Larry
83-CC-2067	Hardy, J. W., D.D.S.
83-CC-2071	Tech Electronics, Inc.
83-CC-2074	Trupin, Lewis, M.D.
83-CC-2109	Buser, Donald H., M.D.
83-CC-2115	Newman, Robert D.
83-CC-2135	Humber, Richard
83-CC-2222	Fabbri, Heidi
83-CC-2268	Lindsay, Everett, Mrs.
83-CC-2312	Bruce, John L.
83-CC-2554	Educational Testing Service

CASES IN WHICH ORDERS AND OPINIONS OF DENIAL WERE ENTERED WITHOUT OPINIONS
FY 1983

75-CC-0940	Johnson, Robert (Wakefield)
80-CC-1755	Fiandalo, Ronald
81-CC-1091	Brown, Virgil
81-CC-1130	Hager, Kathryn J.
81-CC-1207	Frank, June
81-CC-1915	Cogan, Paul E.
81-CC-2851	Bricker, Peggy L.
81-CC-2852	Knox, Patricia A.
81-CC-2853	Prehoda, Rebecca L.
81-CC-2854	Scott, Monica L.
81-CC-2855	Larson, Mary E.
81-CC-2856	Manley, Carolyn J.
81-CC-2857	Parkhurst, Janice
81-CC-2858	Fahs, Dorothy A.
81-CC-2859	Hunt, Mary L.
81-CC-2871	Gideon, Susan Carol
81-CC-2872	Bolliinger, Joan K.
81-CC-2873	Sickles, Linda Lou
81-CC-2883	Nelson, Doris
81-CC-2905	Pratt, Diana G.
81-CC-2916	Williams, Mary Alice
81-CC-2917	Caldwell, Frances
81-CC-2918	Utech, Ruth Eileen
81-CC-2919	Richardson, Alice E.
81-CC-2920	McCormick, Wanda
81-CC-2921	Hickman, Jennifer
81-CC-2922	Harrington, Judith
81-CC-2923	Nelson, Eleanor S.
81-CC-2925	Rawlings, Dons
81-CC-2926	Limback, Carolyn
81-CC-2927	Castleman, Dorothy
81-CC-2928	Walker, Darlene
81-CC-2929	Pickett, Judy Ann
81-CC-2954	Inman, Deborah A.
82-CC-0001	Roy, Joyce Ann
82-CC-0006	Rachford, Helene T.

82-CC-0007	Sweitzer, Cathryn J.
82-CC-0016	Jackson, Rosa Mary
82-CC-0018	Williams, Shirley M.
82-CC-0019	Lendman, Marcia
82-CC-0020	Kellogg, Carolyn L.
82-CC-0045	Todd, Carla K.
82-CC-0060	Cocagne, Suzanne
82-CC-0061	Proctor, Dolores
82-CC-0062	Yee, Judy
82-CC-0103	Moroney, Mary L.
82-CC-0104	Tipps, Mary L.
82-CC-0105	Hartig, Linda L.
82-CC-0106	Courtney, Jean A.
82-CC-0107	Harvey, Mary Lynn
82-CC-0108	Nobles, Doris
82-CC-0154	Caine, Margaret A.
82-CC-0155	Holder, Helen
82-CC-0156	Hawkins, Mary C.
82-CC-0186	Kelley, Linda Sue
82-CC-0234	Sherrock, Grace L.
82-CC-0235	Hayden, Sandra K.
82-CC-0236	Maurer, Leann
82-CC-0237	Manley, Rayette
82-CC-0238	Gilson, Rose Mary
82-CC-0239	Crowe, Margaret A.
82-CC-0240	Clark, Clara M.
82-CC-0241	Possi, Linda
82-CC-0242	Moore, Coliene
82-CC-0251	Stark, Marilyn A.
82-CC-0252	White, Pamela
82-CC-0253	Miller, Debra Marie
82-CC-0254	Hubbard, Sharon M.
82-CC-0255	Glaze, Nancy
82-CC-0256	Brownlow, Helen M.
82-CC-0257	Beal, Priscilla May
82-CC-0262	Madison, Joyce E.
82-CC-0266	Cook, Bonnie L.
82-CC-0267	Gibson, Judy K.
82-CC-0268	Potts, Margaret A.
82-CC-0269	Haynes, Alcinda J.
82-CC-0270	Helton, Elizabeth L.
82-CC-0271	Allison, Tina M.

82-CC-0297	Foster, Rose Mary
82-CC-0300	Wheeler, Karen Sue
82-CC-0350	Harris, Marie A.
82-CC-0391	Rotherham, Betty
82-CC-0403	Morin, Clara L.
82-CC-0404	Davis, Gwendolyn L.
82-CC-0405	Bartolo, Joyce A.
82-CC-0406	Bangert, Lynn
82-CC-0407	Banner, Charlene
82-CC-0408	Reimer, Susan M.
82-CC-0409	Hart, Linda Ann
82-CC-0418	Maldonado, Ruth E.
82-CC-0458	Jones, Beatrice W.
82-CC-1225	Princeville Area Migrant Child Developmer Center
82-CC-1239	Lapidos, Ralph
82-CC-1244	Johnson, Larry
82-CC-1513	Sievers, Steven A.
82-CC-1621	Bosie, Marilyn
82-CC-2095	Lasley, Jackie
82-CC-2569	Lawrence, Clifford L., Sr.
82-CC-2632	Wilcoxon, Oral
83-CC-0290	Schlief, Ronald
83-CC-0291	Schlief, Ronald
83-CC-0417	Air Illinois, Inc.
83-CC-0705	Jensen, Ramona S.
83-CC-0780	Lair, Elizabeth L.
83-CC-0781	Smith, Judy
83-CC-0782	Vieira, Elinor
83-CC-0783	Kazmierski, Judith
83-CC-1965	American National Bank & Trust Co. of Chicago
83-CC-1966	American National Bank & Trust Co. of Chicago
83-CC-1967	Crome, Sara Ann
83-CC-1968	Stark, Sheila F.
83-CC-1996	Crome, Sara Ann
83-CC-1997	American National Bank & Trust Co. of Chicago
83-CC-1998	American National Bank & Trust Co. of Chicago
83-CC-1999	Stark, Sheila F.

CONTRACTS—LAPSED APPROPRIATIONS
FY 1983

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-0722	Cuda Construction Co.	$ 2,000.00
76-CC-1901	Klingberg Schools	5,156.67
77-CC-0158	Wentworth-26th Currency Exchange, Inc.	300.00
77-CC-0259	MSTA Learning Centers, Inc.	2,508.65
77-CC-2028	Sorensen, Terry Ann	1,022.00
78-CC-0244	Martin, Esteban M., M.D.	2,586.00
78-CC-0282	Maryville Academy, Inc.	29,720.27
79-CC-0089	Graybar Electric Co.	39.84
79-CC-0192	Anchor Office Supply Co.	71.00
79-CC-0194	Anchor Office Supply Co.	293.00
79-CC-0401	Kiley, Ralph F., the Estate of	18,212.94
79-CC-0836	Klingberg Schools	700.00
80-CC-1339	Montgomery County	177.50
80-CC-1566	Riveredge Hospital	(Consolidated & paid under 81-CC-2242)
80-CC-1712	Xerox Corp.	50.80
80-CC-1714	Xerox Corp.	63.00
80-CC-2166	Anchor Office Supply Co.	70.56
80-CC-2173	Anchor Office Supply Co.	51.75
81-CC-0167	Salvation Army, Tom Seay Service Center	10,492.64
81-CC-0337	Moore Research, Inc.	237.44
81-CC-0350	Champaign County Bank & Trust Co.	2,134.37
81-CC-1169	Firestone Tire & Rubber Co.	3,819.20
81-CC-1175	Berek Corp., Ridge Big Top	560.00
81-CC-1573	Randolph, County of	29,561.60
81-CC-1677	Xerox Corp.	454.69
81-CC-1681	Xerox Corp.	1,552.38
81-CC-1686	Xerox Corp.	194.08
81-CC-1687	Xerox Corp.	131.76
81-CC-1688	Xerox Corp.	2,635.49
81-CC-1689	Xerox Corp.	248.60
81-CC-1690	Xerox Corp.	159.98
81-CC-1691	Xerox Corp.	649.71
81-CC-1692	Xerox Corp.	42.72

81-CC-1693	Xerox Corp.	1,691.40
81-CC-1707	Xerox Corp.	163.40
81-CC-1723	Xerox Corp.	700.00
81-CC-1962	IBM	3,603.54
81-CC-2048	Texaco, Inc.	1,732.07
81-CC-2242	Affiliated Midwest Hospital, Inc. d/b/a Riveredge Hospital	35,000.00
81-CC-2286	Copley Memorial Hospital	73.68
81-CC-2327	Modern Business Systems, lnc.	529.88
81-CC-2328	Modern Business Systems, Inc.	375.00
81-CC-2643	Lincolnland Pre-School	784.00
81-CC-2664	Northwestern University	7,945.00
81-CC-2669	Springfield Public School District #186	340.50
81-CC-2721	Illinois Power Co.	719.24
81-CC-2847	Bismarck Hotel	129.70
81-CC-2878	Burroughs Corp.	199.50
81-CC-2948	Xerox Corp.	1,071.00'
82-CC-0149	St. Mary of Nazareth Hospital Center	717.83
82-CC-0196	Kelly Service, Inc.	153.89
82-CC-0283	Wang Laboratories, Inc.	12,639.75
82-CC-0293	Modern Business Systems, Inc.	4,370.00
82-CC-0307	Illinois, University of, The Board of Trustees of the	8,960.00
82-CC-0334	Modern Business Systems, Inc.	220.85
82-CC-0343	Walsh, Victor, Dr.	20.00
82-CC-0344	Walsh, Victor, Dr.	20.00
82-CC-0382	South Carolina Department of Mental Health	1,839.00
82-CC-0399	St. Joseph's Hospital Medical Center	25.30
82-CC-0412	Springfield, City of	169.07
82-CC-0419	Carson Pirie Scott & Co.	1,462.49
82-CC-0438	Lewis, Robert E.	210.00
82-CC-0504	Sears, Roebuck & Co.	3,636.32
82-CC-0508	Xerox Corp.	325.00
82-CC-0515	Mizock, Bernard J., M.D.	36.00
82-CC-0523	State House Inn	2,105.98
82-CC-0586	Beck's Office Supplies	326.03
82-CC-0596	Daigger, A., & Co., Inc.	535.00
82-CC-0630	Methodist Youth Services, Inc.	651.17
82-CC-0643	Pandick Press Midwest	28.00
82-CC-0649	Center for Children's Services	4,394.62
82-CC-0650	Citicorp Retail Services, Inc.	400.48
82-CC-0658	Rebandel, Marek, Dr.	36.00

82-CC-0676	Medical Arts Associates, Ltd.	15.00
82-CC-0683	JBM	664.00
82-CC-0688	IBM	471.30
82-CC-0692	Continental Glass Co.	109.80
82-CC-0697	Catholic Social Service	794.10
82-CC-0698	Catholic Social Service	1,898.90
82-CC-0699	Catholic Social Service	16.49
82-CC-0706	Wang Laboratories, Inc.	25,301.45
82-CC-0726	Days Inn	112.86
82-CC-0812	Domtar Industries, Inc.	3,732.82
82-CC-0820	Rehabilitation Institute of Chicago	978.20
82-CC-0821	Rehabilitation Institute of Chicago	469.00
82-CC-0822	Rehabilitation Institute of Chicago	1,374.96
82-CC-0823	Rehabilitation Institute of Chicago	322.60
82-CC-0824	Rehabilitation Institute of Chicago	854.00
82-CC-0825	Rehabilitation Institute of Chicago	1,494.00
82-CC-0826	Rehabilitation Institute of Chicago	1,302.00
82-CC-0827	Rehabilitation Institute of Chicago	3,012.48
82-CC-0828	Rehabilitation Institute of Chicago	1,422.10
82-CC-0829	Rehabilitation Institute of Chicago	2,461.00
82-CC-0830	Rehabilitation Institute of Chicago	1,332.80
82-CC-0831	Rehabilitation Institute of Chicago	483.65
82-CC-0832	Rehabilitation Institute of Chicago	478.60
82-CC-0833	Rehabilitation Institute of Chicago	117.20
82-CC-0834	Rehabilitation Institute of Chicago	1,398.25
82-CC-0835	Rehabilitation Institute of Chicago	1,740.94
82-CC-0836	Rehabilitation Institute of Chicago	520.80
82-CC-0842	Visionquest National, Ltd.	22.50
82-CC-0847	Visionquest National, Ltd.	35.00
82-CC-0848	Visionquest National, Ltd.	133.75
82-CC-0855	Kuhl, Dorothy Ludwig, M.D.	460.00
82-CC-0859	Modern Business Systems, Inc.	3,502.05
82-CC-0868	Riverside Medical Center	31.18
82-CC-0876	Allendale School for Boys	1,420.65
82-CC-0877	TJ Printers, Inc.	1,053.50
82-CC-0878	Northwestern Memorial Hospital	997.17
82-CC-0893	Bar-Weld Fabrication & Maintenance	2,200.00
82-CC-0903	Schwartz, Jerrold, Dr.	12.00
82-CC-0925	Murphy Movers, Ltd.	7,070.00
82-CC-0947	Atlas Stationers, Inc.	176.80
82-CC-0950	Horn, Priscilla	113.07
82-CC-0953	Home Intervention Systems, Inc.	2,697.75

82-CC-0959	Illinois Bell Telephone Co.	147.57
82-CC-0976	Home Health Service of Chicago South, Inc.	1,131.40
82-CC-0977	Home Health Service of Chicago South, Inc.	1,229.50
82-CC-1011	Blue Island Citizens for the Mentally Retarded	40.00
82-CC-1022	Condell Memorial Hospital	7,703.40
82-CC-1028	Lue, Charng Jia, Dr., M.D.	8.00
82-CC-1030	Lue, Charng Jia, Dr., M.D.	15.00
82-CC-1037	Boberg, Harold G., D.C.	432.00
82-CC-1060	Aid Ambulance Service, Inc.	55.00
82-CC-1061	Aid Ambulance Service, Inc.	110.00
82-CC-1063	Aid Ambulance Service, Inc.	110.00
82-CC-1065	Aid Ambulance Service, Inc.	55.00
82-CC-1070	Ellinwood, Charlotte, Ph.D.	315.00
82-CC-1078	Catholic Social Service	739.38
82-CC-1079	Catholic Social Service	2,077.00
82-CC-1088	Play House Learning Center, Inc.	1,023.94
82-CC-1092	Janson Reporting & Record Copy	1,026.65
82-CC-1098	St. Vincent De Paul Center	1,969.40
82-CC-1111	**Hinckley & Schmitt**	547.10
82-CC-1113	Snook, Robert L.	2,899.00
82-CC-1117	Kroeschell Engineering Co.	1,781.04
82-CC-1119	Kresst Medical Lab, Inc.	32.00
82-CC-1124	Smith, V. A., Co.	394.05
82-CC-1163	American Scientific Products	1,550.62
82-CC-1183	Xerox Corp.	2,392.04
82-CC-1187	Xerox Corp.	36.28
82-CC-1210	Lamon, John D.	56.50
82-CC-1245	Central Office Equipment Co.	2,940.75
82-CC-1254	Woodlawn Hospital	80.25
82-CC-1265	Richland Memorial Hospital	195.40
82-CC-1266	Richland Memorial Hospital	195.40
82-CC-1271	Metropolitan Sanitary District of Greater Chicago	412.72
82-CC-1273	Metropolitan Sanitary District of Greater Chicago	354.91
82-CC-1296	Savin Corp.	101.04
82-CC-1306	Savin Corp.	2,533.47
82-CC-1307	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1309	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1312	Savin Corp.	420.00
82-CC-1320	Savin Corp.	420.00
82-CC-1327	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1328	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1331	Savin Corp.	(Consolidated & paid under 82-CC-1306)

82-CC-1336	Savin Corp.	1,321.91
82-CC-1348	Savin Corp.	12.61
82-CC-1353	Savin Corp. (Consolidated & paid under 82-CC-1306)	
82-CC-1356	Savin Corp. (Consolidated & paid under 82-CC-1306)	
82-CC-1376	Thangavelu, M., M.D.	47.00
82-CC-1379	St. Clair, County of	662.50
82-CC-1386	Service Supply Co., Inc.	1,711.39
82-CC-1413	City Bonded Messenger & Trucking Service, Inc.	114.30
82-CC-1419	Du Quoin Iron & Supply Co.	2,249.16
82-CC-1421	Gibson, Geo. R., Chevrolet, Inc.	79.48
82-CC-1425	Chicago, University of, Professional Services	350.00
82-CC-1429	Wake, William H.	650.00
82-CC-1433	Savin Corp. (Consolidated & paid under 82-CC-1306)	
82-CC-1434	Savin Corp. (Consolidated & paid under 82-CC-1306)	
82-CC-1442	Amos, Joe L.	176.60
82-CC-1451	Premier Electrical Construction Co.	2,102.00
82-CC-1452	Strobeck, Reiss & Co.	9,355.48
82-CC-1453	Strobeck, Reiss & Co.	2,477.97
82-CC-1457	Little City Foundation	30,768.08
82-CC-1464	Robinson, Shirley R.	996.65
82-CC-1467	Central Baptist Children's Home	28,221.04
82-CC-1468	Central Baptist Children's Home	597.91
82-CC-1470	Coath & Goss, Inc.	19,388.08
82-CC-1475	Hdrder Management Corp.	145.21
82-CC-1477	Southern Illinois University, Board of Trustees of	100,478.18
82-CC-1488	Robinson, Henson, Co.	638.79
82-CC-1492	Daley's Ambulance Med. Supply	75.00
82-CC-1503	Savin Corp. (Consolidated & paid under 82-CC-1306)	
82-CC-1525	Richardson, Robert J., M.D., D.D.S.	1,741.00
82-CC-1528	Bethany Hospital	112.62
82-CC-1533	Wallace, John R.	208.00
82-CC-1534	Fisher, Debbie	20.00
82-CC-1536	McCord Tire & Supply Co., Inc.	929.29
82-CC-1540	Bellur, Bharathi S., M.D.	56.00
82-CC-1548	Rodriguez, Jose C., M.D.	12.00
82-CC-1549	Rodriguez, Jose C., M.D.	12.00
82-CC-1550	Rodriguez, Jose C., Dr.	12.00
82-CC-1568	Rehabilitation Institute of Chicago	58.25
82-CC-1570	Solar Usage Now, Inc.	521.00
82-CC-1582	Riverside Medical Center	298.51
82-CC-1584	Savin Corp. (Consolidated & paid under 82-CC-1306)	

82-CC-1585	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1586	Savin Corp.	(Consolidated & paid under 82-CC-1306)
82-CC-1588	Dellorto, John A., MSW/ACSW	525.00
82-CC-1605	Barrett, J. Patrick, M.D.	1,645.00
82-CC-1623	Moore, Evan Gregory, M.D., Ltd.	142.00
82-CC-1625	Collins, David R., D.O., S.C.	18.00
82-CC-1629	Rehabilitation Institute of Chicago	782.00
82-CC-1631	Gatelys Peoples Store	74.84
82-CC-1636	Rolm of Illinois	7,994.00
82-CC-1649	Air Illinois, Inc.	120.00
82-CC-1662	Air Illinois, Inc.	542.00
82-CC-1667	Keystone Printing Service, Inc.	735.73
82-CC-1683	Rucci, Carlos A., M.D.	150.00
82-CC-1688	Ingalls Memorial Hospital	27.50
82-CC-1690	Holly, Gloria	322.80
82-CC-1692	Pontiac Stone Co., Inc.	421.26
82-CC-1694	Land of Lincoln Goodwill Industries, Inc	191.49
82-CC-1695	Unterman, Martin, Dr.	30.00
82-CC-1698	West Suburban Hospital	390.00
82-CC-1704	Daniels, Yolanda	1,121.55
82-CC-1709	Gojkovich, Dusan, M.D.	90.00
82-CC-1711	American Airlines, Inc.	134.00
82-CC-1713	American Airlines, Inc.	462.00
82-CC-1714	American Airlines, Inc.	462.00
82-CC-1716	Vycas, Adriana	451.92
82-CC-1719	Evers, Bernard W., R.Ph.	193.77
82-CC-1721	Illinois Bell Telephone Co.	157.56
82-CC-1730	Sunnie Kiddies Day Care Center	424.64
82-CC-1732	Carle Clinic Association	216.00
82-CC-1750	Riverside Medical Center	62.40
82-CC-1756	AAA Prosthetic & Orthotic Lab, Ltd.	894.10
82-CC-1759	Easter Seal Society	188.00
82-CC-1763	Easter Seal Society	483.00
82-CC-1764	Perino, Anthony R., Ph.D.	283.00
82-CC-1765	Spencer, David L., M.D.	21.00
82-CC-1766	Spencer, David L., M.D.	27.00
82-CC-1775	Bowers, Addie	122.00
82-CC-1776	Bowers, Addie	110.00
82-CC-1802	Xerox Corp.	3,044.43
82-CC-1808	Baker, Anna	32.28
82-CC-1816	Pesek, Charles J.	3,825.00
82-CC-1818	Rehabilitation Institute of Chicago	466.40

82-CC-1834	Dick, A. B., Co.	600.00
82-CC-1835	Denson Shops, Inc.	43.60
82-CC-1837	Lydia Home Association	510.34
82-CC-1842	Turek, N., & Sons, Inc.	177.71
82-CC-1845	Montgomery Ward	40.40
82-CC-1846	Montgomery Ward	75.00
82-CC-1847	Rothstein, David A., M.D.	90.00
82-CC-1848	Okorafor, Godwin S., M.D.	459.00
82-CC-1849	Waterloo, Iowa, City of	57.50
82-CC-1856	Durand, Village of	919.59
82-CC-1861	Great Atlantic & Pacific Tea Co., Inc.	145.90
82-CC-1869	Raza, S. A., M.D.	386.00
82-CC-1871	Gunn, Harry E., M.D.	1,050.00
82-CC-1873	Lutheran Social Services of Central Ohio	272.00
82-CC-1875	Camelot Care Center, Inc.	500.85
82-CC-1880	Aranador, Dercy J., M.D.	48.00
82-CC-1882	United Parcel Service	115.42
82-CC-1893	Xerox Corp.	217.48
82-CC-1895	Xerox Corp.	1,180.00
82-CC-1899	General Electric Co.	168,976.50
82-CC-1900	General Electric Co.	9,492.00
82-CC-1906	General Electric Co.	24,654.00
82-CC-1914	Rehabilitation Institute of Chicago	460.00
82-CC-1919	Farrales, Rodrigo L., M.D.	480.00
82-CC-1931	Zayre Corp.	591.65
82-CC-1936	St. Vincent Memorial Hospital	49.05
82-CC-1953	Lutheran Child & Family Services	3,480.58
82-CC-1954	Lutheran Child & Family Services	6,871.03
82-CC-1955	Lutheran Child & Family Services	2,547.20
82-CC-1956	Lutheran Child & Family Services	3,289.33
82-CC-1960	Rehabilitation Institute of Chicago	552.00
82-CC-1975	Wesley Day Care Center	170.00
82-CC-1983	Camelot Radiology Assoc. Ltd.	59.00
82-CC-1991	Best Endodontics, Ltd.	350.00
82-CC-1995	Harvey, Olive, College	544.00
82-CC-2000	Chicago, City Colleges of	2,570.42
82-CC-2012	Ideal Bargain Centers	52.61
82-CC-2015	Fluid-Air Products, Inc.	1,148.34
82-CC-2017	Photo & Sound Co.	199.00
82-CC-2022	Bangash, Javed I., M.D.	48.00
82-CC-2028	Northwest Mailing Service, Inc.	1,085.92
82-CC-2032	Motorola, Inc.	3,708.00

82-CC-2033	Motorola, Inc.	5,272.00
82-CC-2044	Phillips Bros.	29,046.32
82-CC-2049	Seungdamrong, S., M.D.	22.50
82-CC-2068	Freeport Clinic, S.C.	302.00
82-CC-2072	Hanrahan, Thomas P.	395.00
82-CC-2079	Guerra, Consuelo	756.00
82-CC-2087	Zayre	101.10
82-CC-2088	Quality Care	1,358.50
82-CC-2090	Central Office Equipment Co.	860.00
82-CC-2121	Grigat, Hildegard	107.56
82-CC-2128	St. Elizabeth Hospital	3,306.75
82-CC-2140	Joliet Junior College	1.56.81
82-CC-2152	Wal Mart #224	55.64
82-CC-2161	Catholic Social Service	25.13
82-CC-2178	Bismarck Hotel	227.01
82-CC-2182	Holmes Serum Co., Inc.	496.80
82-CC-2189	IBM	64.76
82-CC-2191	Bordner, Steven R.	350.00
82-CC-2195	Montgomery Ward	100.77
82-CC-2196	Montgomery Ward	100.00
82-CC-2198	Atlantic Richfield	133.64
82-CC-2200	Atlantic Richfield	20.19
82-CC-2204	Atlantic Richfield	92.49
82-CC-2206	Raza, S. A., M.D.	217.50
82-CC-2216	Dennis, Judith	230.16
82-CC-2217	Ryan, Joseph V., Dr.	33.98
82-CC-2219	Comprehensive Services, Inc.	137.00
82-CC-2237	Huttenbauer, E., & Son	190.40
82-CC-2241	Consulting Radiologists, Chartered	25.00
82-CC-2243	Reese, Michael, Hospital & Medical Center	6,954.00
82-CC-2246	Cardiac Associates, S.C.	25.00
82-CC-2251	Associated Service & Supply Co.	244.50
82-CC-2256	Rural Health Medical Program, Inc.	31.50
82-CC-2257	Rural Health Medical Program, Inc.	21.00
82-CC-2258	Rural Health Medical Program, Inc.	31.50
82-CC-2259	Rural Health Medical Program, Inc.	33.50
82-CC-2260	Rural Health Medical Program, Inc.	31.50
82-CC-2271	Moline Orthopedic Associates, Ltd.	70.00
82-CC-2276	Sokalski, Stephen, Dr.	82.00
82-CC-2278	Family Service & Mental Health Center of Oak Park & River Forest	300.00
82-CC-2284	Packard Instrument Co., Inc.	193.12

82-CC-2286	Schwab Rehabilitation Hospital	39.22
82-CC-2290	Drexel Ice Cream Co.	838.86
82-CC-2297	St. Joseph Hospital, Elgin	380.78
82-CC-2298	Springfield Electric Supply Co.	1,664.72
82-CC-2299	Freeport Memorial Hospital	248.00
82-CC-2302	Cihlar, Scott E.	250.00
82-CC-2307	Forsyth-Stokes Mental Health Authority	70.00
82-CC-2317	Albert Pick Motel	104.96
82-CC-2318	Sligo, Inc.	379.98
82-CC-2332	Henshaw Newspaper Delivery	52.00
82-CC-2334	Service Supply Co., Inc.	1,455.71
82-CC-2335	Service Supply Co., Inc.	255.68
82-CC-2345	Professional Interiors, Ltd.	218.38
82-CC-2346	Westin Bonaventure Hotel	52.40
82-CC-2347	Saleem, Rafia S., M.D.	22.00
82-CC-2349	Tessema, Fesseha	222.00
82-CC-2366	Commonwealth Edison Co.	10,995.27
82-CC-2367	Commonwealth Edison Co.	210.34
82-CC-2368	Commonwealth Edison Co.	37,325.75
82-CC-2370	Schroeder, Keith E., M.D.	135.00
82-CC-2371	Kaplan, Gerald, M.D.	258.00
82-CC-2374	Chan, Chunwah	500.00
82-CC-2377	Skyline Motor Inn	174.48
82-CC-2383	American Air Filter	692.46
82-CC-2386	Hertz Corp.	67.22
82-CC-2389	M & D Printing Co., Inc.	8,694.19
82-CC-2391	Texaco, Inc.	22.24
82-CC-2395	Texaco, Inc.	31.24
82-CC-2396	Texaco, Inc.	8.50
82-CC-2397	Texaco, Inc.	38.81
82-CC-2398	Texaco, Inc.	102.58
82-CC-2399	Texaco, Inc.	4.25
82-CC-2401	Texaco, Inc.	174.33
82-CC-2407	Texaco, Inc.	37.87
82-CC-2413	Texaco, Inc.	16.16
82-CC-2414	Texaco, Inc.	18.34
82-CC-2415	Texaco, Inc.	14.35
82-CC-2416	Texaco, Inc.	18.07
82-CC-2417	Texaco, Inc.	31.86
82-CC-2420	Texaco, Inc.	69.05
82-CC-2424	McCarron-Dial Systems	750.00
82-CC-2427	Wolfe, Rosenberg & Assoc.	402.70

82-CC-2428	Hicklin GM Power Co., Inc.	224.30
82-CC-2432	St. Mary of Nazareth Hospital Center	429.50
82-CC-2434	Franciscan Sisters Health Care Corp.	54.62
82-CC-2435	Oberlander Communications Systems	1,875.00
82-CC-2436	Rolm of Illinois	7,274.00
82-CC-2437	Lue, Charng Jia, M.D.	22.00
82-CC-2439	Kasper, Catherine, Center	17.00
82-CC-2444	Xerox Corp.	367.61
82-CC-2445	Xerox Corp.	1,876.00
82-CC-2446	Xerox Corp.	1,376.10
82-CC-2449	Xerox Corp.	895.86
82-CC-2450	Xerox Corp.	498.65
82-CC-2452	Merkels, Inc.	113.85
82-CC-2456	Brokaw Hospital, Inc.	21,792.70
82-CC-2457	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2458	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2459	Brokaw Hospital, Inc.	401.55
82-CC-2460	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2461	Brokaw Hospital, Inc.	(consolidated & paid under 82-CC-2456)
82-CC-2462	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2463	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2464	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2465	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2466	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2467	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2468	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)
82-CC-2469	Lynch Engineering, Inc.	1,500.00
82-CC-2474	Hegg, David L., M.D.	292.00
82-CC-2477	Doan, Quang I.	1,800.00
82-CC-2479	Elgin Chrysler-Plymouth, Inc.	446.54
82-CC-2484	Brokaw Hospital, Inc.	(Consolidated & paid under 82-CC-2456)

82-CC-2486	Howard Uniform Co.	662.35
82-CC-2487	Howard Uniform Co.	662.35
82-CC-2488	Howard Uniform Co.	611.40
82-CC-2491	Compugraphic Corp.	500.00
82-CC-2494	Upjohn Healthcare Services, Inc.	449.58
82-CC-2495	Dictaphone Corp.	1,069.50
82-CC-2496	Bekta Management	1,622.84
82-CC-2498	Bekta Management	2,141.49
82-CC-2499	Sejdinaj, Irene R., M.D., S.C.	190.00
82-CC-2500	Motorola, Inc.	4,425.00
82-CC-2501	Motorola, Inc.	5,900.00
82-CC-2505	Excelsior Youth Centers, Inc.	2,599.58
82-CC-2506	Excelsior Youth Centers, Inc.	2,378.68
82-CC-2507	Excelsior Youth Centers, Inc.	652.68
82-CC-2509	Merry-Go-Round Pre-School	528.00
82-CC-2510	Illinois Masonic Medical Center	1,905.88
82-CC-2512	Library Petty Cash Fund	102.93
82-CC-2514	Ma, Nghia D.	275.00
82-CC-2516	Savin Corp.	564.18
82-CC-2517	Accreditation of Hospitals, Joint Commission on	1,800.00
82-CC-2519	Bond Buyer, The	963.48
82-CC-2520	Dawson, Ira	149.00
82-CC-2521	Dawson, Ira T.	56.00
82-CC-2526	Jefferson Stationers, Inc.	722.76
82-CC-2527	Savin Corp.	87.92
82-CC-2529	Riverside Radiologists	55.00
82-CC-2530	Cairo-Egyptian Adult Center	225.85
82-CC-2532	Howard Uniform Co.	407.60
82-CC-2533	Howard Uniform Co.	560.45
82-CC-2537	Orthopedic Associates	1,533.00
82-CC-2538	Orthopedic Associates	32.96
82-CC-2544	Mississippi Valley Airlines	100.00
82-CC-2545	Eggen, Kenneth G., M.D.	184.20
82-CC-2547	Masterco Press, Inc.	303.40
82-CC-2549	Englewood Manor Day Care Center	3,624.60
82-CC-2552	McHenry County Mental Health Board	731.50
82-CC-2556	Sims Copy Systems	188.60
82-CC-2561	Boulder Hill Dental Assoc.	21.00
82-CC-2562	Motorola, Inc.	10,325.00
82-CC-2564	Beverly Farm Foundation	788.14
82-CC-2566	Nguyen, Phong T.	1,550.00

82-CC-2567	Griffin, Nancy	39.41
82-CC-2571	Amoco Oil Co.	147.78
82-CC-2572	Amoco Oil Co.	1,334.86
82-CC-2573	Amoco Oil Co.	1,232.54
82-CC-2574	Amoco Oil Co.	4,985.94
82-CC-2575	Oak Park Hospital	61.35
82-CC-2579	Plaza Cosmopolitan Hotel	198.40
82-CC-2580	D'Puc Credit Union	825.00
82-CC-2581	Gottlieb Memorial Hospital	593.61
82-CC-2584	Klothes-Out, Inc.	101.00
82-CC-2585	Northwest Ford Truck Sales, Inc.	71.00
82-CC-2590	Almar Co.	183.75
82-CC-2591	Bismarck Hotel	261.24
82-CC-2592	Bismarck Hotel	80.35
82-CC-2593	Bismarck Hotel	65.46
82-CC-2594	Meehan, Gerald J.	75.00
82-CC-2595	Miller, Thomas	244.91
82-CC-2597	Hahnemann Medical College & Hospital	56.00
82-CC-2598	Marvy, William, Co.	122.00
82-CC-2599	Marvy, William, Co.	444.29
82-CC-2613	Dunham Inn	63.00
82-CC-2614	Lawrence, David	4,454.85
82-CC-2615	National Institute for Work & Learning (NIWL)	78.00
82-CC-2616	M. I. Ford, Inc.	56.19
82-CC-2620	Methodist Medical Center of Illinois	416.35
82-CC-2623	Farkas, Ronald L. & Ginsburg, Marvin E., d/b/a Ginsburg & Farkas	120.00
82-CC-2624	Anchor Office Supply Co.	269.42
82-CC-2625	Union Special Corp.	1,028.68
82-CC-2627	CIBA Pharmaceutical Co.	25.50
82-CC-2628	Saint Xavier College	475.00
82-CC-2629	Comshare CRC	1,486.02
82-CC-2630	Equifax Services, Inc.	163.30
82-CC-2631	Schafer, Michael E., M.D.	2,358.36
82-CC-2633	Toulios, Vassiliki, M.D.	80.00
82-CC-2646	Family Life Center Foundation	712.50
82-CC-2648	K Mart, 3409	24.74
82-CC-2649	All Star Pontiac	104.95
82-CC-2652	Bibliographic Retrieval Services	777.80
82-CC-2656	Clinic Prescription Shop	32.63
82-CC-2657	Clinic Prescription Shop	6.67
82-CC-2658	Clinic Prescription Shop	7.00

82-CC-2659	Clinic Prescription Shop	14.09
82-CC-2660	Nguyen, Thinh N.	685.50
82-CC-2661	Compagnet, Alex	2,648.00
82-CC-2662	Nguyen, Suong Ngoc	274 SO
82-CC-2664	Heil & Heil Insurance Agency	67.00
82-CC-2665	Heil & Heil Insurance Agency	16.00
82-CC-2666	Orthopedic Associates	170.00
82-CC-2667	Orthopedic Associates	75.00
82-CC-2668	Orthopedic Associates	122.66
82-CC-2669	Orthopedic Associates	95.72
82-CC-2672	Chicago, City of	5,763.83
82-CC-2674	Chicago, City of	58,378.17
82-CC-2675	Chicago, City of	23,534.79
82-CC-2677	Commonwealth Edison Co.	22,177.55
82-CC-2681	Columbus Hospital	988.58
82-CC-2682	Curtis Appliance	450.00
82-CC-2685	Arrogante, Elvie S.	550.00
82-CC-2686	Graham, Robert C.	28.08
82-CC-2688	Springfield, Illinois, City of,	422.63
82-CC-2700	Central Baptist Children's Home	1,732.57
82-CC-2703	University Hospital	51.75
82-CC-2710	Kennedy, Lt. Joseph P., Jr. School For Exceptional Children	3,040.95
82-CC-2711	Lockport Steel Fabricators, Inc.	220.00
82-CC-2712	Law Enforcement Equipment Co.	438.00
82-CC-2714	Haddadin, Isam A., M.D.	79.00
82-CC-2715	Liberty Family Discount Drugs	38.52
82-CC-2718	Southern Illinois University	156.00
82-CC-2721	Kellner, H. J., d/b/a M. J. Kellner Co.	1,397.55
82-CC-2724	Heil & Heil Insurance Agency	450.00
82-CC-2725	Heil & Heil Insurance Agency	3,217.00
82-CC-2726	Heil & Heil Insurance Agency	165.00
82-CC-2727	Heil & Heil Insurance Agency	231.00
82-CC-2728	Heil & Heil Insurance Agency	3,132.40
82-CC-2730	Heil & Heil Insurance Agency	1,441.80
82-CC-2731	Heil & Heil Insurance Agency	1,350.00
82-CC-2732	Heil & Heil Insurance Agency	1,800.00
82-CC-2733	Heil & Heil Insurance Agency	1,800.00
82-CC-2735	Rehabilitation Institute of Chicago	1,431.19
82-CC-2740	Forman, Marjorie, M.D.	228.00
82-CC-2741	Texaco, Inc.	62.27
82-CC-2743	Amber Ridge School	427.00

82-CC-2744	Community College District No. 508, Board of Trustees of	323.00
82-CC-2745	First Independent Church School Mission	352.00
82-CC-2746	Schultz, Richard, Dr.	55.00
82-CC-2751	Skokie Truck Repair, Inc.	177.57
82-CC-2753	Illinois, University of	171.00
82-CC-2754	Illinois, University of	233.00
82-CC-2755	Illinois, University of	78.00
82-CC-2756	Illinois, University of	323.00
82-CC-2757	Illinois, University of	345.00
82-CC-2758	Illinois, University of	79.00
82-CC-2759	Illinois, University of	1,291.00
82-CC-2760	Pearson, Robert Dale	75.00
82-CC-2762	L & L, Inc.	10,550.00
82-CC-2763	Neal, Herman, M.D.	30.00
82-CC-2767	Balles, Verna	90.00
82-CC-2768	Weaver, Dorothea	522.00
82-CC-2770	Minnesota Mining & Manufacturing Co.	34,313.38
82-CC-2772	Chicago, University of	256.20
82-CC-2773	Sarco Putty Co.	24.40
82-CC-2782	Tri-Village Travel	142.00
82-CC-2783	Decatur Memorial Hospital, Inc.	311.10
82-CC-2784	Uniroyal, Inc.	623.02
82-CC-2785	Rosin, Sorrel	40.00
82-CC-2786	Ace Hose & Rubber Co.	374.00
82-CC-2787	Ace Hose & Rubber Co.	47.00
82-CC-2789	Rehabilitation Institute of Chicago	689.00
82-CC-2790	Rehabilitation Institute of Chicago	689.55
82-CC-2791	Graham, Alan R., Ph.D.	65.00
82-CC-2794	Chandler Community Hospital	158.15
82-CC-2795	Lutheran Social Services of Illinois	2,424.80
82-CC-2796	St. Mary of Providence School	101.00
83-CC-0001	Standard Photo Supply	650.40
83-CC-0002	St. Coletta James Croup Home	265.85
83-CC-0003	Rutgers University	29.50
83-CC-0004	Centreville Township Hospital	113.00
83-CC-0005	Creative Media	33.50
83-CC-0006	Reed, Lawrence	405.00
83-CC-0007	Northwest Ford Truck Sales, Inc.	13.28
83-CC-0008	Illinois Bell Telephone Co.	362.95
83-CC-0009	Bethea, Katherine Shaw, Hospital	189.68
83-CC-0012	Coggins, Mary	6,396.06

83-CC-0015	Dustman, J., Dr.	391.00
83-CC-0016	Co-op Medical Systems	32.74
83-CC-0017	Co-op Medical Systems	5.98
83-CC-0018	Co-op Medical Systems	72.16
83-CC-0023	Riverside Medical Center	50.43
83-CC-0024	Morgan Systems, Inc.	148.89
83-CC-0025	Morgan Systems, Inc.	163.59
83-CC-0027	Leupold & Stevens, Inc.	21,500.00
83-CC-0028	Helix, Jerry Schutt	61.25
83-CC-0029	Helix, Jerry Schutt	275.00
83-CC-0030	Henson, Ronald	75.00
83-CC-0031	Henson, Ronald	60.00
83-CC-0032	Henson, Ronald	75.00
83-CC-0042	Community College District No. 508, Board of Trustees of	170.25
83-CC-0043	Community College District No. 508, Board of Trustees of	502.00
83-CC-0044	Illinois, University of, Hospital	53,886.30
83-CC-0046	Renner, Rhonda, La Salle School of Beauty Culture	1,017.00
83-CC-0049	Bowman Distribution	204.15
83-CC-0050	R Read's, Inc.	862.50
83-CC-0053	Illinois, University of	348.00
83-CC-0054	Illinois, University of	322.00
83-CC-0055	Illinois, University of	6,035.00
83-CC-0061	Community College District No. 508	357.00
83-CC-0062	James, Ed, Chevrolet, Inc.	11.52
83-CC-0063	James, Ed, Chevrolet, Inc.	16.13
83-CC-0064	Illinois, University of, Hospital	102.40
83-CC-0065	Illinois, University of, Hospital	30.00
83-CC-0066	Illinois, University of, Hospital	15.00
83-CC-0067	Illinois, University of, Hospital	30.00
83-CC-0068	Illinois, University of, Hospital	30.00
83-CC-0069	Illinois, University of, Hospital	30.00
83-CC-0070	Illinois, University of, Hospital	34.70
83-CC-0071	Illinois, University of, Hospital	30.00
83-CC-0074	Yacub, Nizar, M.D.	2,400.00
83-CC-0076	Springfield, City of	489.03
83-CC-0079	Kline's Dept. Store	55.92
83-CC-0080	Midway Airlines, Inc.	176.00
83-CC-0085	Family Life Center	105.00
83-CC-0087	Rock Island Franciscan Hospital	63.75

83-CC-0089	Suburban Heights Medical Center	712.00
83-CC-0090	Psychological Medicine Assoc.	990.00
83-CC-0094	IBM	364.07
83-CC-0095	Renshaw, Domeena, M.D.	630.00
83-CC-0097	Riverside Medical Center	10,936.00
83-CC-0098	Moore Business Forms, Inc.	1,435.93
83-CC-0103	Sapin, Neil J., M.D.	124.00
83-CC-0104	Motorola, Inc.	1,633.35
83-CC-0106	Braun Pharmacy, Inc.	530.07
83-CC-0107	Braun Pharmacy, Inc.	108.34
83-CC-0108	Braun Pharmacy, Inc.	7.83
83-CC-0109	Fox River Food Co., Inc.	471.38
83-CC-0110	Savin Corp.	246.52
83-CC-0111	Savin Corp.	165.32
83-CC-0112	Savin Corp.	187.75
83-CC-0113	Savin Corp.	180.86
83-CC-0114	Savin Corp.	527.03
83-CC-0115	Savin Corp.	1,116.67
83-CC-0116	Savin Corp.	1,801.24
83-CC-0120	Xerox Corp.	2,941.20
83-CC-0122	Xerox Corp.	1,834.55
83-CC-0124	Xerox Corp.	702.31
83-CC-0125	Xerox Corp.	195.42
83-CC-0126	Xerox Corp.	190.00
83-CC-0128	Medix Emergency Medical Services, Inc.	65.00
83-CC-0140	Lang, S. David, M.D.	40.00
83-CC-0141	Brewer, Thomas E., M.D.	5.00
83-CC-0143	Chicago Hospital Supply Corp.	377.67
83-CC-0158	Uniroyal, Inc.	326.24
83-CC-0161	Anchor Office Supply Co.	616.84
83-CC-0162	Anchor Office Supply Co.	55.78
83-CC-0165	Holiday Inn Urbana	21.00
83-CC-0167	Harris Corp.	1,060.69
83-CC-0169	Harris Corp.	30.65
83-CC-0170	Harris Corp.	56.08
83-CC-0175	Arrise, Inc.	396.65
83-CC-0176	Long Chevrolet, Inc.	9,088.90
83-CC-0177	SIE—Geosource	117.70
83-CC-0181	University Hospital	28.50
83-CC-0184	Community College Dist. #508, Board of Trustees of	76.69
83-CC-0185	Riverside Radiologists	123.00

83-CC-0186	Illinois State University	2,178.75
83-CC-0189	Illinois, University of, Board of Trustees of the	153.00
83-CC-0190	Illinois, University of, Board of Trustees of the	59.00
83-CC-0191	Illinois, University of, Board of Trustees of the	1,897.70
83-CC-0192	Illinois, University of, Board of Trustees of the	1,369.00
83-CC-0201	Linox Welding Supply Co.	71.80
83-CC-0202	Rehabilitation Institute of Chicago	127.40
83-CC-0203	Rehabilitation Institute of Chicago	544.00
83-CC-0204	Graham, Alan R., Ph.D.	182.50
83-CC-0205	Holiday Inn of Carbondale	53.45
83-CC-0206	Evanston Hospital	2,579.99
83-CC-0207	Midwest School of Dog Grooming, Inc.	2,115.45
83-CC-0209	Taylor, C. Eugene	891.60
83-CC-0210	Riverside Radiologists	54.00
83-CC-0211	Riverside Radiologists	55.00
83-CC-0219	YMCA of Metropolitan Chicago	14,518.28
83-CC-0247	Mosler Safe Co., The	180.00
83-CC-0249	Orthopedic Associates of Streator, S.C.	95.00
83-CC-0255	I.K.T. Service, Inc.	261.40
83-CC-0257	Business Practice, Bureau of	85.74
83-CC-0259	Summers, Robert H., Inc.	367.20
83-CC-0262	Charkatz, Harry M., M.D.	301.50
83-CC-0264	Finn, Patricia	1,175.00
83-CC-0266	Goyal, Saraj, M.D.	66.00
83-CC-0268	Howard Uniform Co.	1,630.40
83-CC-0269	Howard Uniform Co.	2,241.80
83-CC-0270	Hbward Uniform Co.	305.70
83-CC-0271	Howard Uniform Co.	2,955.10
83-CC-0272	Ogden-North Currency Exchange, Inc.	599.40
83-CC-0273	Ingalls Memorial Hospital	166.00
83-CC-0274	Craddieth, Janice	2,011.03
83-CC-0275	Quinn Welding Supply Center, Inc.	355.00
83-CC-0279	Office Equipment Sales	325.42
83-CC-0284	St. Mary's Hospital, Decatur	2,119.85
83-CC-0285	St. Mary's Hospital, Decatur	921.60
83-CC-0286	St. Mary's Hospital, Decatur	125.24
83-CC-0289	Mental Health Services, Southern Madison Co., Inc.	251.43
83-CC-0293	Jackson Park Hospital Foundation	839.58
83-CC-0295	Heller, Argelia, M.D.	600.00
83-cc-0296	Pana Community Hospital	12.96
83-CC-0298	Southwest Suburban Bank	38.00

83-CC-0305	Rock Island Franciscan Hospital	152.75
83-CC-0306	Rock Island Franciscan Hospital	130.25
83-CC-0309	Belleville Radiologists, Ltd.	44.00
83-CC-0312	Miscevic's, Dennis, "66" Service	276.15
83-CC-0313	Neinhouse, Sherry	101.61
83-CC-0314	AM Multigraphics	3,733.46
83-CC-0316	McHenry Hospital	259.51
83-CC-0317	Hume, David G.	1,720.00
83-CC-0321	St. Francis X. Cabrini Hospital	107.50
83-CC-0325	Anchor Tool & Supply Co., Inc.	282.50
83-CC-0330	Rentschler, Curtis L., M.D.	250.00
83-CC-0331	Rentschler, Curtis L., M.D.	680.00
83-CC-0332	Neuropsychiatry, S.C.	820.00
83-CC-0333	Neuropsychiatry, S.C.	380.00
83-CC-0334	Neuropsychiatry, S.C.	90.00
83-CC-0335	West Suburban Hospital	975.12
83-CC-0336	Moore Business Forms, Inc.	74.40
83-CC-0338	New Pisgah Day Care Center	224.00
83-CC-0340	Lake County Community Action Project	2,834.64
83-CC-0341	Jain, Kanarmal	98.50
83-CC-0343	Oak Park Hospital	37.76
83-CC-0345	Xerox Corp.	115.35
83-CC-0347	Xerox Corp.	289.08
83-CC-0350	Xerox Corp.	170.00
83-CC-0351	Xerox Corp.	265.53
83-CC-0352	Xerox Corp.	387.00
83-CC-0353	Xerox Corp.	295.21
83-CC-0355	Xerox Corp.	1,624.67
83-CC-0356	Xerox Corp.	209.32
83-CC-0357	Xerox Corp.	226.87
83-CC-0358	Xerox Corp.	789.33
83-CC-0359	Xerox Corp.	235.20
83-CC-0360	Xerox Corp.	110.48
83-CC-0362	Xerox Corp.	393.68
83-CC-0363	Xerox Corp.	921.50
83-CC-0364	Xerox Corp.	180.00
83-CC-0366	Xerox Corp.	120.00
83-CC-0367	Xerox Corp.	1,035.67
83-CC-0370	Xerox Corp.	347.05
83-CC-0371	Xerox Corp.	122.19
83-CC-0372	Xerox Corp.	155.00
83-CC-0373	Xerox Corp.	120.00

83-CC-0374	Xerox Corp.	349.18
83-CC-0376	Xerox Corp.	850.00
83-CC-0378	Xerox Corp.	189.00
83-CC-0386	Valentine, D. D., D.D.S.	589.00
83-CC-0387	Schiller, W., & Co.	222.00
83-CC-0389	Tanner, Bobbie Dean	48.74
83-CC-0396	Family Care Services of Metropolitan Chicago	1,418.58
83-CC-0399	Family Care Services of Metropolitan Chicago	3,169.37
83-CC-0400	Buchanan, William W.	27.65
83-CC-0402	Morris, Robert, College	1,300.00
83-CC-0406	Juneau Academy, Inc.	474.66
83-CC-0407	Otis Elevator Co.	1,486.80
83-CC-0408	Seldin, Harold, O.D.	40.98
83-CC-0409	Swedish American Hospital Association, Inc.	802.34
83-CC-0410	Swedish American Hospital Association, Inc.	3,793.55
83-CC-0411	Swedish American Hospital Association, Inc.	3,111.06
83-CC-0412	Swedish American Hospital Association, Inc.	351.08
83-CC-0413	Swedish American Hospital Association, Inc.	303.35
83-CC-0415	Randolph, The County of	2,619.20
83-CC-0418	188 Randolph Building Corp.	498.50
83-CC-0422	Clearbrook Center, Inc.	67.50
83-CC-0425	Streff, Monique	173.00
83-CC-0426	Keegan, Harold R., M.D., Ltd.	3,075.00
83-CC-0427	Loseth, Per	8,745.00
83-CC-0434	Harris, Amy	587.50
83-CC-0442	Western Engine Co.	341.42
83-CC-0443	Quimby, S. R., M.D.	25.00
83-CC-0444	Pulmonary Associates, S.C.	160.00
83-CC-0447	Crawford, John G., D.D.S.	113.00
83-CC-0448	Benoy Motor Sales, Inc.	123.65
83-CC-0449	Benoy Motor Sales, Inc.	26.47
83-CC-0450	Kohli, Sheroo, M.D.	178.00
83-CC-0452	Heckenkamp & Simhauser, P.C.	1,012.20
83-CC-0453	Heckeskamp & Simhauser, P.C.	237.50
83-CC-0456	Eskridge, Charles B.	130.00
83-CC-0457	Lawrence, R. D., Construction Co.	16,664.00
83-CC-0459	Huber Boys' Home	743.10
83-CC-0460	Maurer, David L.	200.00
83-CC-0462	Edwards, Connie F. & **Jimmie** W.	350.00
83-CC-0468	Matthews Foster Home	171.80

83-CC-0469	Fischer, Carl, Associates, Inc.	596.30
83-CC-0470	Nelson, Mariemma	202.98
83-CC-0472	Four Seasons Motel	69.30
83-CC-0473	Leitherer Body Shop	4,358.69
83-CC-0476	Portable Tool Sales & Service, Inc.	5.50
83-CC-0479	St. Mary's Hospital	7,969.62
83-CC-0480	St. Mary's Hospital	7,197.66
83-CC-0484	Illinois FWD Truck & Equipment Co.	367.76
83-CC-0485	Squires Ad Agency & Art Studio	148.50
83-CC-0486	Squires Ad Agency & Art Studio	186.40
83-CC-0488	Hamilton Chevrolet Oldsmobile	109.20
83-CC-0490	Jersey County Farm Supply Co.	49.06
83-CC-0491	Law Enforcement Equipment Co.	342.66
83-CC-0492	Mental Health Services	113.30
83-CC-0493	Illinois, University of	9,000.00
83-CC-0495	Midwest Family Resource Associates, Ltd.	5,319.50
83-CC-0496	Juneau Academy, Inc.	3,472.88
83-CC-0497	Augustana College	11,187.00
83-CC-0498	Law Enforcement Equipment Co.	98.45
83-CC-0502	Riverside Radiologists	**151.00**
83-CC-0503	Riverside Radiologists	22.00
83-CC-0504	Forestry Suppliers, Inc.	25.26
83-CC-0505	Ready, Geraldine	322.38
83-CC-0506	Hanson, John M.	50.00
83-CC-0510	Decatur Memorial Hospital	129.31
83-CC-0511	Systematic Keypunch	1,729.02
83-CC-0512	Systematic Keypunch	857.24
83-CC-0513	Warning Lites of Illinois, Inc.	41.00
83-CC-0515	Illinois Agricultural Association	379.53
83-CC-0523	Filmore Center for Human Services	2,205.00
83-CC-0525	St. John's Hospital	35,686.00
83-CC-0526	Doolen, Mary	48.43
83-CC-0527	Beckman Instruments	198.93
83-CC-0528	Sullivan's Law Directory, Inc.	40.00
83-CC-0529	Blauer Manufacturing Co., Inc.	3,150.00
83-CC-0530	Scottish Rite Hospital for Crippled Children	3,396.19
83-CC-0533	Case Power & Equipment	1,414.86
83-CC-0540	Norman Equipment Co.	123.60
83-CC-0544	Western Contractors Equipment, Inc.	335.40
83-CC-0547	Mayer, Brown & Platt	34,971.82
83-CC-0548	Nowacki, C. Raymond	200.00

83-CC-0549	Mid-State Terrazzo & Tile Co.	9,246.00
83-CC-0550	Riverside Radiologists	54.00
83-CC-0553	Jolly Fun House Playschools, Inc.	1,320.00
83-CC-0554	L & M Builders	1,940.00
83-CC-0555	Lonergan, Susan D.	55.86
83-CC-0556	Brokaw Hospital	21,182.31
83-CC-0558	St. Therese Hospital	1,974.08
83-CC-0559	Fox River Welding Products	8.00
83-CC-0560	Fox River Welding Products	8.00
83-CC-0561	Wolff, Bruce L., D.D.S., Ltd.	82.00
83-CC-0562	Wolff, Bruce L.	71.00
83-CC-0563	Wolff, Bruce L.	38.00
83-CC-0564	Wolff, Bruce L.	17.00
83-CC-0565	Wolff, Bruce L.	10.00
83-CC-0566	Warning Lites of Illinois, Inc.	462.60
83-CC-0567	Warning Lites of Illinois, Inc.	27.75
83-CC-0572	Hicks, Sammie C.	50.00
83-CC-0573	L & E Furniture	3.60
83-CC-0574	L & E Furniture	3.60
83-CC-0575	L & E Furniture	3.60
83-CC-0576	L & E Furniture	3.59
83-CC-0577	L & E Furniture	3.59
83-CC-0580	Trans World Airlines, Inc.	326.42
83-CC-0586	Carey's Furniture Co., Inc.	3,150.00
83-CC-0591	Dahlen, Harvey, Paint Store, Inc.	60.55
83-CC-0592	Hertz Corp.	52.28
83-CC-0593	Hertz Corp.	59.47
83-CC-0597	Savin Corp.	674.96
83-CC-0599	Savin Corp.	281.00
83-CC-0600	Schindler Haughton Elevator Corp.	100.00
83-CC-0601	Schindler Haughton Elevator Corp.	100.00
83-CC-0602	Schindler Haughton Elevator Corp.	100.00
83-CC-0603	Bethea, Katherine Shaw, Hospital	126.32
83-CC-0607	Stephen, M. J., Sheet Metal Co.	7,174.00
83-CC-0608	J. M. C. Mech, Inc.	2,295.00
83-CC-0609	Woodhaven Learning Center	2,126.75
83-CC-0612	Illinois National Bank Trust	12,629.04
83-CC-0613	Bernal, Jose, Dr.	25.00
83-CC-0614	Bernal, Jose, Dr.	25.00
83-CC-0615	Hobert North Welding Supply	22.75
83-CC-0616	Levin, Albert C.	55.00
83-CC-0617	Macmillan Publishing Co., Inc.	37.40

83-CC-0620	Radkins, Laurent V., M.D.	386.50
83-CC-0622	Chicago Stenographic Reporters, Inc.	99.90
83-CC-0623	Roffman, Phyllis Z.	854.64
83-CC-0626	Harris Corp.	296.00
83-CC-0628	Engle & Co.	337.25
83-CC-0629	Sheraton Inn	50.00
83-CC-0630	Roosevelt-Laramie Service Center, Inc.	120.90
83-CC-0631	Roosevelt-Laramie Service Center, Inc.	131.60
83-CC-0632	Roosevelt-Laramie Service Center, Inc.	187.21
83-CC-0633	Roosevelt-Laramie Service Center, Inc.	63.95
83-CC-0634	School District U-46	854.92
83-CC-0635	Storage Technology Corp.	1,450.00
83-CC-0636	Eastern Illinois University	59.00
83-CC-0637	Sheraton O'Hare Hotel	147.15
83-CC-0639	Orthopedic Associates	19.00
83-CC-0641	Finney, Joseph C.	160.00
83-CC-0643	Valk Manufacturing Co.	19,112.60
83-CC-0649	Meade Electronics, Inc.	28,577.63
83-CC-0650	Westin Bonaventure Hotel	59.38
83-CC-0653	Harcourt Brace Jovanovich, Inc.	468.10
83-CC-0663	Bowers, Debra	2,078.20
83-CC-0665	Bancroft School	18,639.23
83-CC-0667	Montgomery Ward & Co., Inc.	120.83
83-CC-0668	Montgomery Ward & Co., Inc.	171.83
83-CC-0672	Cole Travel Service	68.00
83-CC-0673	Harp, Otis D.	354.19
83-CC-0674	Scott, Barbara A.	306.32
83-CC-0676	Elmwood Ford Motors, Inc.	22.56
83-CC-0677	Informatics, Inc.	4,560.00
83-CC-0678	St. Coletta School	957.99
83-CC-0679	Huckleberry, Martha	45.00
83-CC-0680	Austin Radiology Assoc., Ltd.	103.00
83-CC-0681	Illinois, University of	5,859.00
83-CC-0682	Illinois, University of	2,109.00
83-CC-0684	Satterlee Co., The	48.80
83-CC-0685	Lakhanpal, Raj Kuman	110.62
83-CC-0686	Gallo Ford, Inc.	29.00
83-CC-0687	S. C. Data Center, Inc.	60.41
83-CC-0689	Rose, Juanita	324.03
83-CC-0690	Far Away Places Travel	507.00
83-CC-0691	Cutter Laboratories, Inc.	332.60
83-CC-0694	Fire Works, Inc., The	6,925.29

83-CC-0698	Hudelson Baptist Childrens Home	10,409.04
83-CC-0699	Washington University	391.10
83-CC-0700	Hudson, Minnie	205.00
83-CC-0701	Carpet Land USA	647.80
83-CC-0702	Dobson, Reginald	10.00
83-CC-0703	Karr, Jeffrey T., Ph.D.	140.00
83-CC-0704	Conneely, William P.	194.00
83-CC-0707	Capital City Paper Co.	112.22
83-CC-0708	Capital City Paper Co.	82.65
83-CC-0709	St. Monica's Maternity Center	566.00
83-CC-0710	St. Monica's Maternity Center	2,037.00
83-CC-0711	Myers, Stan, Service	53.75
83-CC-0712	Mortimer, Joanne, M.D.	20.00
83-CC-0713	Ma, Thomas	200.00
83-CC-0716	Drager, Karen, R.N.	60.00
83-CC-0717	Gonzalo, German, Dr.	28.00
83-CC-0718	McKinney, D. W., Dr.	276.00
83-CC-0719	Morehead, Don E., M.D.	100.00
83-CC-0721	Dermatology Center, Ltd., The	12.50
83-CC-0722	Graham, Alan R., Ph.D.	180.00
83-CC-0723	Community College District 508	549.00
83-CC-0724	Community College District 508	255.00
83-CC-0725	Community College District 508	137.25
83-CC-0726	Community College District 508	136.00
83-CC-0727	Community College District 508	102.00
83-CC-0728	Illinois Masonic Medical Center	1,581.10
83-CC-0731	St. James Hospital	639.50
83-CC-0732	Motive Parts Co.	7.99
83-CC-0733	Motive Parts Co.	17.95
83-CC-0734	Motive Parts Co.	25.30
83-CC-0735	Motive Parts Co.	60.90
83-CC-0736	Motive Parts Co.	13.96
83-CC-0737	Uniforms To You & Co.	888.67
83-CC-0738	Mesyef, Hussain	200.00
83-CC-0740	Gray, Lawrence C.	511.80
83-CC-0741	McManus, Michael	450.20
83-CC-0744	Shultes, Flora	855.45
83-CC-0745	Opportunity House, Inc.	1,400.25
83-CC-0746	Illinois Bell Telephone Co.	129.07
83-CC-0748	South Suburban Nazarene Nursery School	620.98
83-CC-0752	Capital City Paper Co.	53.29
83-CC-0754	Capital City Paper Co.	115.65

83-CC-0755	Capital City Paper Co.	35.08
83-CC-0756	Terrace Supply Co.	173.18
83-CC-0757	American Scientific Products	142.20
83-CC-0758	Central Office Equipment Co.	632.10
83-CC-0761	Illinois Institute of Professional Psychology	232.50
83-CC-0763	Little City Foundation	1,867.75
83-CC-0764	Little City Foundation	843.50
83-CC-0766	Howard Uniform Co.	6,346.20
83-CC-0767	Howard Uniform Co.	6,142.00
83-CC-0768	Howard Uniform Co.	3,655.00
83-CC-0769	Howard Uniform Co.	2,611.20
83-CC-0770	Howard Uniform Co.	2,516.00
83-CC-0772	Howard Uniform Co.	203.80
83-CC-0773	Howard Uniform Co.	143.85
83-CC-0774	Howard Uniform Co.	47.95
83-CC-0775	Howard Uniform Co.	67.50
83-CC-0776	Peoria, City of, Board of Education of the	164.27
83-CC-0778	Dyna Systems	142.21
83-CC-0779	Lincoln, Illinois, City of	10,488.91
83-CC-0784	Donovan, David J.	228.90
83-CC-0786	Lutheran Social Services of Illinois	4,057.20
83-CC-0789	Star-Sentinel Newspapers	106.40
83-CC-0790	Sinclair's Food Markets	165.65
83-CC-0791	Jacks Shell	69.98
83-CC-0792	Del Caltillo, Julio C., Dr.	197.00
83-CC-0793	Engineered Sales Assoc.	8,781.35
83-CC-0794	Dooley, Robert D.	82.00
83-CC-0795	Wleklinski, Leon R., D.C.	10.00
83-CC-0799	Martin's Uniforms	50.44
83-CC-0800	Rodriguez, Jose C.	18.00
83-CC-0802	Associated Court Reporters	373.55
83-CC-0803	Boylan, James E.	1,082.66
83-CC-0804	Kerr, N. G., & Co.	150.00
83-CC-0805	Roseberg, Sneed & Brooks Assoc.	25.00
83-CC-0807	Doak, Samuel S.	150.00
83-CC-0808	Bethea, Katherine Shaw, Hospital	684.28
83-CC-0809	Muckelroy, Jean Preston	44.84
83-CC-0810	Howard Uniform Co.	479.50
83-CC-0816	AKT, Inc.	787.86
83-CC-0817	Sterling-Rock Falls Family YMCA	382.00
83-CC-0819	AMTRAK	154.00
83-CC-0820	Central Office Equipment Co.	800.10

83-CC-0821	Central Office Equipment Co.	400.05
83-CC-0822	Central Office Equipment Co.	383.25
83-CC-0825	Xerox Corp.	204.39
83-CC-0826	Xerox Corp.	652.46
83-CC-0832	Nathan, Marianne, A.C.S.W.	408.00
83-CC-0833	Community College District 508	204.00
83-CC-0835	Platter, The	1,000.00
83-CC-0836	Sherman Hospital Assn.	69.90
83-CC-0837	Sherman Hospital Assn.	27.25
83-CC-0841	Swenson Spreader Co.	1,551.50
83-CC-0842	A M Multigraphics D I P	214.00
83-CC-0848	Little Angels Nursing Home	1,713.30
83-CC-0850	Gallo Ford, Inc.	45.60
83-CC-0851	Lieberman, Robert, O.D.	30.00
83-CC-0852	Feece Oil Co.	187.25
83-CC-0853	UARCO, Inc.	6,468.00
83-CC-0854	Pearce, George J., III	607.79
83-CC-0855	Stratton Hats, Inc.	225.00
83-CC-0856	Pierce, Lydon, Griffin & Montana	1,653.08
83-CC-0857	Columbia College	615.50
83-CC-0858	Servis, Donald D.	39.00
83-CC-0859	Veith, Charles W., D.D.S.	71.00
83-CC-0861	Leitherer Body Shop	3,583.24
83-CC-0863	West Allis Dental Care	51.20
83-CC-0865	Chicago, University of	6,473.15
83-CC-0866	Chicago, University of	5,586.60
83-CC-0867	Chicago, University of	6,216.90
83-CC-0868	Chicago, University of	9,088.25
83-CC-0869	Chicago, University of	5,665.50
83-CC-0872	Rockford Memorial Hospital	13,400.00
83-CC-0875	Peerless Hotel Supplies	108.00
83-CC-0876	Pereiro, Francisco	36.00
83-CC-0877	Pereiro, Francisco	12.00
83-CC-0882	Brown & Lambrecht Earthmovers, Inc.	1,350.00
83-CC-0888	Firestone Tire & Rubber Co.	7,828.09
83-CC-0889	Dixon School Dist. #170	23.00
83-CC-0891	Flex-0-Lite,	3,571.36
83-CC-0892	Automotive Ignition Co.	39.40
83-CC-0894	Cook, County of	744.90
83-CC-0899	Chanens, Inc.	75.38
83-CC-0902	Kappmeyer, B. C., M.D.	31.00
83-CC-0904	Forgue, Marjorie	442.13

83-CC-0905	McKee Chicago Door Co.	60.00
83-cc-0907	Braniff Electronics	116.55
83-CC-0908	Able Overhead Door & Construction Co.	1,195.00
83-CC-0910	Georges, Pete, Chevrolet Co.	26.63
83-CC-0911	Cook Co., Illinois	187,277.84
83-CC-0912	Bronkhorst, Mary	532.65
83-CC-0914	Buschart Brothers, Inc.	315.00
83-CC-0915	Riverside Radiologists	55.00
83-CC-0916	Nottoli, Sarah	792.27
83-CC-0917	Terrace Supply Co.	31.50
83-CC-0918	American Printing House for the Blind, Inc.	190.50
83-CC-0919	Lucina, Pedro A., M.D.	92.00
83-CC-0920	Lucina, Pedro A., M.D.	77.00
83-CC-0922	Chicago Child Care Society	468.83
83-CC-0923	Family Care Services of Metropolitan Chicago	6.194.44
83-CC-0925	Art-0-Lite Electric Co.	5,557.51
83-CC-0926	Eastern Airlines, Inc.	81.00
83-CC-0927	Safety Shoe Distributors, Inc.	2,921.10
83-CC-0928	Misericordia Home North	554.70
83-CC-0929	Misericordia Home North	519.96
83-CC-0930	Ronken, Inc.	1,377.50
83-CC-0931	Ronken, Inc.	209.00
83-CC-0935	Kline, F. W., & Sons, Inc.	2,481.50
83-CC-0939	Martin Maretta Aggregates	1,278.18
83-CC-0940	Boone County Hospital	41.80
83-CC-0941	Ral Construction	2,500.00
83-CC-0943	Elim Christian School	1,730.40
83-CC-0948	Central Camera Co.	171.61
83-CC-0950	Northeastern Illinois University	412.00
83-CC-0951	Triyonis, Marie	1,051.81
83-CC-0953	Weimer Typesetting Co., Inc.	3,838.72
83-CC-0954	R. C. Tire Co.	8.00
83-CC-0960	Cummins-Meurlot GMC, Inc.	123.22
83-CC-0963	Thompson, Joy	86.83
83-CC-0964	Yaniz, Antonio, M.D., S.C.	520.00
83-CC-0965	Wolfson, Allan	119.89
83-CC-0967	Xerox Corp.	2,348.81
83-CC-0968	Komaiko, Peter M.	52.63
83-CC-0970	Capitol Plumbing & Heating Supply Co.	1,756.00
83-CC-0971	Radio Shack	465.66
83-CC-0972	Radio Shack	35.02
83-CC-0973	Thomas, Emma	500.00

83-CC-0974	Nicholson Hardware	228.26
83-CC-0975	Safety Shoe Distributors, Inc.	8,754.78
83-CC-0976	Benjamin's	117.33
83-CC-0977	Benjamin's	20.75
83-CC-0978	Major Service Electric Co.	354.50
83-CC-0979	Major Service Electric Co.	125.00
83-CC-0980	Major Service Electric Co.	145.60
83-CC-0981	Major Service Electric Co.	59.00
83-CC-0982	Major Service Electric Co.	42.50
83-CC-0983	Major Service Electric Co.	160.00
83-CC-0984	Logan FS, Inc.	672.00
83-CC-0985	Getz's Auto Body Repairs	159.90
83-CC-0986	Alvey, Douglas, M.D.	88.00
83-CC-0988	Bismarck Hotel	543.20
83-CC-0989	Bismarck Hotel	65.46
83-CC-0994	Thomas, Blaire D., D.D.S.	166.00
83-CC-0998	Allendale School for Boys	1,314.48
83-CC-0999	Allendale School for Boys	3,131.70
83-CC-1000	Savin Corp.	2,692.61
83-CC-1005	Peerless Hotel Supplies	6,492.60
83-CC-1006	Kasley, William L.	100.00
83-CC-1008	St. Margaret Hospital	168.76
83-CC-1009	Don, Edward, & Co.	87.80
83-CC-1010	Illinois State University	4,731.81
83-CC-1011	Central Office Equipment Co.	528.99
83-CC-1012	Central Office Equipment Co.	205.47
83-CC-1013	Little City Foundation	912.49
83-CC-1014	Little City Foundation	822.20
83-CC-1015	Little City Foundation	550.08
83-CC-1017	Wal-Mart	67.31
83-CC-1019	Suburban Psychiatric Associates, S.C.	62.00
83-CC-1020	Struss, Paul, D.D.S.	35.00
83-CC-1021	Bender, Matthew, & Co., Inc.	110.00
83-CC-1022	Hillhaven Center	383.02
83-CC-1023	Capitol Machinery Co.	827.84
83-CC-1026	Wiese Planning & Engineering, Inc.	645.00
83-CC-1027	Cities Service Co.	23.22
83-CC-1032	Motorola, Inc.	60,144.00
83-CC-1035	Schrom, Wayne A.	264.77
83-CC-1036	Graves Motor Co., Inc.	4,846.84
83-CC-1037	Pryor Corp.	6,433.83
83-CC-1038	Aguilera, Davy	135.17

83-CC-1039	Motorola, Inc.	9,748.00
83-CC-1040	Motorola, Inc.	5,736.00
83-CC-1041	Motorola, Inc.	2,437.00
83-CC-1042	Motorola, Inc.	2,437.00
83-CC-1043	Krygsheld, William R.	523.96
83-CC-1044	Fire Service Supply Co.	3,489.80
83-CC-1048	Tyree, Anne E.	76.12
83-CC-1049	Marengo Steel Products, Inc.	592.15
83-CC-1050	Larocca Associates, Inc.	2,567.43
83-CC-1051	Larocca Associates, Inc.	1,683.00
83-CC-1052	Wiley, John, & Sons, Inc.	195.00
83-CC-1054	Wehking-Wilson Corp.	33,163.29
83-CC-1055	Donald, David W.	32.29
83-CC-1056	Klaus Radio, Inc.	483.15
83-CC-1057	Illinois Bell Telephone Co.	1,135.88
83-CC-1058	Illinois Bell Telephone Co.	443.55
83-CC-1059	Motorola, Inc.	172.80
83-CC-1060	Brokaw Hospital, Inc.	1,781.07
83-CC-1061	Pantagraph Printing	19,272.25
83-CC-1063	King, John P.	414.36
83-CC-1064	Xerox Corp.	391.23
83-CC-1065	Kramarz, Edward F.	58.06
83-CC-1066	Interstate Lumber Co.	1,058.00
83-CC-1068	Glenn, Edward A., M.D.	1,125.00
83-CC-1069	Superior Reporting Service, Inc.	50.80
83-CC-1070	Anchor Office Supply Co.	713.96
83-CC-1071	Anchor Office Supply Co.	566.40
83-CC-1072	Anchor Office Supply Co.	85.38
83-CC-1073	Anchor Office Supply Co.	86.40
83-CC-1074	Anchor Office Supply Co.	43.50
83-CC-1075	General Electric Supply Co.	26,234.20
83-CC-1077	Central Illinois Physical Therapy Professional, Ltd.	289.00
83-CC-1079	Boyd, Robert D.	240.00
83-CC-1080	Weese, Harry, & Assoc., Ltd.	8,142.05
83-CC-1081	Interroyal Corp.	6,226.60
83-CC-1083	Sybron/Castle	187.50
83-CC-1084	Swedish American Hospital Assn.	1,217.43
83-CC-1087	St. Mary's Hospital, Centralia, IL	595.15
83-CC-1089	Schmidt, Richard A.	138.12
83-CC-1098	Finin, Leo A.	350.39
83-CC-1134	Strom-Kell Tool Co.	120.00

83-CC-1135	Goodyear Tire & Rubber Co.	1,260.00
83-CC-1136	Goodyear Tire & Rubber Co.	835.18
83-CC-1138	Health Care Service Corp.	25,688.00
83-CC-1139	National Auto Supply Co.	748.18
83-CC-1144	Racal-Milgo Information Systems, Inc.	72.00
83-CC-1146	Young, C. N., M.D.	96.50
83-CC-1148	Center for Personal Counseling	200.00
83-CC-1150	Southern Glass Co.	10.00
83-CC-1153	Digital Equipment Corp.	400.00
83-CC-1154	Groark, Lawrence	60.49
83-CC-1155	Haas, Alicia	85.00
83-CC-1156	Community College Dist. 508	323.00
83-CC-1157	Community College Dist. 508	104.48
83-CC-1158	Community College Dist. 508	204.00
83-CC-1159	Community College Dist. 508	289.50
83-CC-1160	Community College Dist. 508	119.00
83-CC-1161	Community College Dist. 508	153.00
83-CC-1162	Community College Dist. 508	85.00
83-CC-1163	Community College Dist. 508	51.00
83-CC-1164	Williams, Eddie E., Ph.D.	50.00
83-CC-1165	Shelter, Inc.	1,808.30
83-CC-1166	Curtis Industries	131.51
83-CC-1171	Joliet Radiological Serv. Corp.	241.00
83-CC-1175	Best Inns of America	37.56
83-CC-1176	PPG Industries, Inc.	140.00
83-CC-1181	Osborn, J. V., M.D.	20.00
83-CC-1182	Swan Electric, Inc.	1,332.20
83-CC-1188	Fox Valley Orthopaedic Associates, S.C.	200.00
83-CC-1189	Columbia Pipe & Supply Co.	390.39
83-CC-1190	Lutheran Social Services of Illinois	8,298.21
83-CC-1191	Lutheran Social Services of Illinois	215.51
83-CC-1192	L & M Builders	2,450.00
83-CC-1193	L & M Builders	2,450.00
83-CC-1194	Southern Illinois University	2,848.00
83-CC-1196	Thiel, Sandra L.	250.00
83-CC-1197	Kiley, James W.	100.32
83-CC-1201	IBM Corp.	1,665.00
83-CC-1204	O'Brien Steel Service Co.	368.17
83-CC-1205	Far Away Places, Inc.	4,331.00
83-CC-1206	Holiday Inn of Moline	52.50
83-CC-1207	Holiday Inn of Moline	52.50
83-CC-1208	Chicago Sun Times, Div. of Field Enterprises	933.72

83-CC-1209	Halfway House, Sadie Waterford Manor	3,816.54
83-CC-1213	Poehner, Dillman & Mahalik	297.24
83-CC-1214	Informatics General Corp.	2,707.50
83-CC-1215	Northern Illinois Gas Co.	12,700.00
83-CC-1216	Howard Uniform Co.	6,290.00
83-CC-1217	Howard Uniform Co.	212.50
83-CC-1220	Murco, Inc.	510.62
83-CC-1221	Jack's, Inc.	150.45
83-CC-1222	Chicago, University of	2,962.40
83-CC-1223	Pinegar, Randell L.	921.15
83-CC-1228	Murray, Patrick B.	258.83
83-CC-1229	Carey's Furniture Co., Inc.	4,586.00
83-CC-1230	Leitherer Body Shop	10,152.24
83-CC-1231	Bishop, R.H., Co.	5,957.00
83-CC-1232	Hecht, Lorraine M.	159.00
83-CC-1239	Gokhale, Sudhir, M.D.	86.00
83-CC-1240	Gokhale, Sudhir, M.D.	150.50
83-CC-1241	Gokhale, Sudhir, M.D.	150.50
83-CC-1242	**American District Telegraph Co.**	378.00
83-CC-1243	Kelly, Jonathan R., M.D.	2,097.50
83-CC-1250	IBM Corp.	74.40
83-CC-1251	IBM Corp.	68.25
83-CC-1252	IBM Corp.	68.75
83-CC-1253	IBM Corp.	68.75
83-CC-1254	IBM Corp.	68.35
83-CC-1255	IBM Corp.	68.25
83-CC-1257	IBM Corp.	68.25
83-CC-1258	IBM Corp.	68.25
83-CC-1259	IBM Corp.	68.00
83-CC-1265	Orthopedic Associates	87.00
83-CC-1266	Motorola, Inc.	3,034.06
83-CC-1269	Cesare Construction Co.	4,206.00
83-CC-1272	Bundren, Janice	15.96
83-CC-1273	Warren Achievement Center, Inc.	275.31
83-CC-1274	Lindstrom Travel Bureau	190.00
83-CC-1275	Willowglen Academy	4,468.23
83-CC-1277	Galesburg Hospitals' Ambulance Service	67.50
83-CC-1278	O'Donnell, Thomas J., Jr.	86.77
83-CC-1279	W. J. E., Inc.	393.00
83-CC-1281	Lewis University	975.00
83-CC-1282	Reed-Randle Tractors, Inc.	263.00
83-CC-1285	Pilapil, Virgilio E.	59.00

83-CC-1286	Renu Filter Service	49.85
83-CC-1289	Western Illinois University	178.31
83-CC-1292	Howard Uniform Co.	2,802.25
83-CC-1293	Howard Uniform Co.	1,987.05
83-CC-1296	Howard Uniform Co.	479.50
83-CC-1302	Moretti, Alvin	74.00
83-CC-1303	Chicagoland Microfilm Service	980.00
83-CC-1308	United Methodist Children & Family Services of Mo., Inc.	700.20
83-CC-1309	Knezevich, Deja	88.00
83-CC-1310	K's Maintenance & Supply Co., Inc.	128.80
83-CC-1311	Larry's Paint Shop	168.00
83-CC-1312	Carey's Furniture	16,279.50
83-CC-1314	Montgomery Ward & Co., Inc.	201.70
83-CC-1315	Montgomery Ward & Co., Inc.	140.68
83-CC-1316	Clark Products, Inc.	59.15
83-CC-1321	A. C. Pavement Striping Co.	4,533.80
83-CC-1323	St. Mary of Nazareth Hospital	48.19
83-CC-1325	Bartlett Learning Center	3,951.60
83-CC-1326	NM Industries	2,450.00
83-CC-1328	St. James Hospital	230.25
83-CC-1329	St. James Hospital	105.00
83-cc-1330	Lipschutz, Harold, M.D.	228.50
83-CC-1332	Jagrnin, Gary, D.D.S.	55.00
83-CC-1333	Ramada Inn of Quincy	120.00
83-CC-1335	Rudolph Express Co.	28.75
83-CC-1338	Pamuk, Ozhan, M.D.	175.00
83-CC-1339	Davies, Bonnie	21.90
83-cc-1340	Moraine Valley Community College	145.00
83-CC-1341	Marathon Petroleum Co.	7.90
83-cc-1344	Software Design Assoc., Inc.	442.00
83-CC-1345	New Lenox Ace Hardware & Home Center	31.29
83-CC-1346	Lemke, Margaret	125.33
83-CC-1347	Columbia Pipe & Supply Co.	23,608.00
83-CC-1349	Moraine Valley Community College	160.00
83-CC-1350	Brown, Renee	975.00
83-CC-1351	Roseberg, Sneed, Brooks & Assoc.	23.00
83-CC-1354	Mercy Hospital	3,097.25
83-CC-1357	De Los Santos, Maria Isabel	75.01
83-cc-1359	Illinois, University of, Board of Trustees of the	26,005.00
83-CC-1360	Loyola Medical Practice Plan	810.00

83-CC-1361	Loyola Medical Practice Plan	105.00
83-CC-1362	Loyola Medical Practice Plan	26.00
83-CC-1363	Loyola Medical Practice Plan	20.00
83-CC-1364	Illinois Soil & Water Conservation Districts Association	4,437.38
83-CC-1368	Rex Radiator Welding Co.	123.00
83-CC-1369	Northeastern Illinois University	201.50
83-CC-1375	Mt. Sinai Hospital Medical Center	19,675.59
83-CC-1379	Freeport Memorial	124.85
83-CC-1380	Ragan, Brad, Inc.	15.00
83-CC-1387	Huston-Patterson Corp.	882.00
83-CC-1388	Community College Dist. 539	45.11
83-CC-1390	Pandya, Bakul K., M.D.	100.00
83-CC-1391	Lee, Young M., M.D.	54.00
83-CC-1393	Central Illinois Light Co.	934.37
83-CC-1395	Hebard, Gil, Guns	1,854.80
83-CC-1397	Suburban Trib	198.80
83-CC-1398	Hughes, Danny	360.00
83-CC-1399	County Seat Stores, Inc.	73.00
83-CC-1402	Spigelman, Lillian, M.D.	10.00
83-CC-1403	Northwest Hospital	1,160.50
83-CC-1408	Greyhound Lines—East	133.40
83-CC-1411	AMOCO Oil Co.	442.89
83-CC-1412	AMOCO Oil Co.	398.43
83-CC-1413	AMOCO Oil Co.	194.42
83-CC-1415	AMOCO Oil Co.	114.74
83-CC-1417	Gray's Distributing Co, Inc.	139.00
83-CC-1418	Quad County Office Equipment Co.	60.46
83-CC-1420	Drivetrain Service & Components, Inc.	75.01
83-CC-1421	Illinois, University of, Board of Trustees of the	8,117.63
83-CC-1422	Northeastern Illinois University	193.00
83-CC-1424	McBride's Express, Inc.	53.24
83-CC-1429	Record Copy Services	112.20
83-CC-1431	Horder Management Corp.	55.70
83-CC-1440	Goldberg, Julius	91.90
83-CC-1441	Kaplan, Sidney J., M.D., S.C.	27.20
83-CC-1442	Ersco Corp.	570.00
83-CC-1443	Record Copy Services	107.80
83-CC-1444	Wortman Motor Co.	27.00
83-CC-1445	Henson Robinson Co.	747.60
83-CC-1446	Community College Dist. 508	1,972.00
83-CC-1447	Community College Dist. 508	330.00

83-CC-1448	Community College Dist. 508	316.37
83-CC-1449	Community College Dist. 508	240.00
83-CC-1450	Community College Dist. 508	180.00
83-CC-1451	Community College Dist. 508	51.12
83-CC-1457	Wright Line, Inc.	627.50
83-CC-1459	Illinois Bell Telephone Co.	89.93
83-CC-1460	American Air Filter—Replacement Filter Div.	685.62
83-CC-1462	McQuay-Perfex, Inc.	416.00
83-CC-1463	Wood River Township Hospital	813.05
83-CC-1464	Fricke, Robert D., M.D.	225.00
83-CC-1466	Orr, Ken & Assoc., Inc.	147.52
83-CC-1468	General Electric Co.	12,816.00
83-CC-1469	General Electric Co.	9,612.00
83-CC-1470	General Electric Co.	9,612.00
83-CC-1471	General Electric Co.	6,498.00
83-CC-1472	General Electric Co.	6,408.00
83-CC-1473	General Electric Co.	4,270.00
83-CC-1475	General Electric Co.	3,846.00
83-CC-1476	General Electric Co.	3,398.00
83-CC-1477	General Electric Co.	3,100.00
83-CC-1478	General Electric Co.	2,486.00
83-CC-1479	General Electric Co.	1,952.06
83-CC-1480	General Electric Co.	1,952.06
83-CC-1481	General Electric Co.	1,890.00
83-CC-1482	General Electric Co.	1,550.00
83-CC-1483	General Electric Co.	1,026.00
83-CC-1484	General Electric Co.	236.40
83-CC-1487	Shepard's/McGraw-Hill	25.00
83-CC-1491	General Electric Co.	17,090.50
83-CC-1492	General Electric Co.	17,050.00
83-CC-1493	General Electric Co.	5,300.00
83-CC-1494	Buckingham, R. A., M.D.	50.00
83-CC-1497	Memorial Medical Center of Springfield	103.65
83-CC-1498	Rocvale Children's Home	70.38
83-CC-1499	Wilson Hardware	57.50
83-CC-1501	American Welding Supply Co., Inc.	114.66
83-CC-1503	Crescent Counties Foundation for Medical Care	1,910.00
83-CC-1506	Mississippi Valley Homes, Inc.	69.30
83-CC-1507	Damera, B. R., M.D.	960.00
83-CC-1510	Akridge, Don E., D.M.D.	54.00
83-CC-1511	Corrections, Dept. of, Correctional Industries	154.53
83-CC-1512	Peoria Radiological Associates	248.20

83-CC-1516	South Suburban Hospital	3,933.88
83-CC-1517	South Suburban Hospital	1,527.76
83-CC-1518	South Suburban Hospital	369.75
83-CC-1519	South Suburban Hospital	121.00
83-CC-1522	Wilson Hardware	916.35
83-CC-1525	Randolph, County of	201.00
83-CC-1526	Bethea, Katherine Shaw, Hospital	240.00
83-CC-1535	Kresst Medical Lab, Inc.	68.00
83-CC-1537	DePaul University	610.14
83-CC-1543	Misericordia Home South	479.40
83-CC-1544	Proviso Association for Retarded Citizens	4,204.24
83-CC-1546	Supply Corp.	85.65
83-CC-1548	Princeton Municipal Utilities	126.08
83-CC-1549	Svaniga, Lora J.	630.83
83-CC-1550	Adult Community Outreach Network	1,076.00
83-CC-1551	Infant Welfare Society of Chicago	411.00
83-CC-1552	Sullivan House	3,878.42
83-CC-1554	Hartnett, James P. and Ann Marie	400.00
83-CC-1557	McLean County Service Co.	160.42
83-CC-1559	Jersild, Harold J.	37.00
83-CC-1560	Olivet Nazarene College	975.00
83-CC-1561	Arnold Graphic Industries, Inc.	4,091.71
83-CC-1562	Moore, Lenzy & Ella	300.00
83-CC-1565	Dellwood Tire & Auto Supply Co.	93.30
83-CC-1571	Sunderland, Dale W., M.D.	420.00
83-CC-1573	Fechheimer Bros. Co.	2,198.85
83-CC-1574	Family Service & Mental Health Center of Oak Park & River Forest	5,173.94
83-CC-1575	Prescription Shop	274.18
83-CC-1577	Governors State University	1,326.00
83-CC-1578	Andy's Pharmacy	57.43
83-CC-1581	Bethea, Katherine Shaw, Hospital	130.00
83-CC-1583	General Electric Co.	7,497.21
83-CC-1584	General Electric Co.	6,993.00
83-CC-1585	General Electric Co.	3,204.00
83-CC-1586	Kerley & Henry, P.S.C.	228.00
83-CC-1587	Geroulis, Anthony J., M.D., S.C.	328.00
83-CC-1588	Simplex Time Recorder Co.	355.20
83-CC-1591	Globe Travel Service, Inc.	213.64
83-CC-1592	Franklin, Bernard C.	57.00
83-CC-1594	Moore Business Forms, Inc.	2,822.27
83-CC-1596	Moore Business Forms, Inc.	748.14

83-CC-1597	Moore Business Forms, Inc.	263.17
83-CC-1598	Moore Business Forms, Inc.	115.44
83-CC-1602	Sunrise Hospital	120.00
83-CC-1604	Illinois Consolidated Telephone Co.	250.32
83-CC-1605	Shepard's/McGraw-Hill	1,111.00
83-CC-1609	Conklin, Robert A., M.D.	65.00
83-CC-1610	Psychiatric Associates of Rockford	5,253.00
83-CC-1646	Wallace Micro-Mart	1,470.00
83-CC-1647	Don, Edward & Co.	4,667.27
83-CC-1653	A-Accurate Printcrafters	316.25
83-CC-1654	Midwest Medical Service	477.00
83-CC-1656	New Hope School & Work Activity Center	5,534.58
83-CC-1657	Salvation Army	5,333.10
83-CC-1658	Continental Regency Hotel	36.72
83-CC-1660	Springfield, City of,	3,229.83
83-CC-1661	Springfield, City of,	574.33
83-CC-1662	Springfield, City of,	48.28
83-CC-1665	Chicago, University of	12,890.65
83-CC-1666	Chicago, University of	7,290.70
83-CC-1667	Chicago, University of	6,616.05
83-CC-1668	Larkin Home for Children	351.54
83-CC-1670	Goulding Electrical Construction, Inc.	234.00
83-CC-1671	Healy, Stephen K.	258.30
83-CC-1673	Brochin, Jeffrey	958.18
83-CC-1674	Bouc, Otto, M.D.	285.00
83-CC-1676	Bethea, Katherine Shaw, Hospital	595.00
83-CC-1678	McCorkle, Charles, Jr.	173.85
83-CC-1679	McCorkle, Charles, Jr.	164.00
83-CC-1680	McCorkle, Charles, Jr.	128.25
83-CC-1681	McCorkle, Charles, Jr.	106.60
83-CC-1682	McCorkle, Charles, Jr.	92.00
83-CC-1683	McCorkle, Charles, Jr.	70.30
83-CC-1684	McCorkle, Charles, Jr.	56.05
83-CC-1685	McCorkle, Charles, Jr.	54.60
83-CC-1686	McCorkle, Charles, Jr.	4.75
83-CC-1688	Illinois, University of,	12,366.00
83-CC-1691	Boyd, Elaine, Creche	2,383.47
83-CC-1692	Xerox Corp.	295.59
83-CC-1693	Hromek's, Diane, Court Reporters, Inc.	49.50
83-CC-1698	Prince, Marsha A.	80.00
83-CC-1701	Wang Laboratories, Inc.	154.32
83-CC-1704	Boss Mfg. Co.	367.36

83-CC-1705	Northeastern Illinois University	160.50
83-CC-1708	Morns Publishing Co., Inc.	18.20
83-CC-1710	Koldys, Kenneth W., M.D.	19.00
83-CC-1711	Koldys, Kenneth W., M.D.	14.00
83-CC-1712	Koldys, Kenneth W., M.D.	10.00
83-CC-1713	Bethea, Katherine Shaw, Hospital	73.00
83-CC-1722	Illinois National Bank of Springfield	21,864.00
83-CC-1726	Weil, Daniel W.	371.54
83-CC-1727	Associated Supply Co., Inc.	1,914.00
83-CC-1728	Midtown Brake & Electric	88.13
83-CC-1730	Electric Supply Corp.	717.69
83-CC-1732	Loeffler, Dorothy Mae	24.70
83-CC-1734	St. Francis School for Exceptional Children	283.50
83-CC-1735	St. Francis School for Exceptional Children	236.67
83-CC-1736	St. Francis School for Exceptional Children	127.92
83-CC-1739	Mercy Hospital & Medical Center	113.20
83-CC-1741	Leland, Douglas C.	435.75
83-CC-1742	Modern Business Systems, Inc.	581.19
83-CC-1747	Modern Business Systems, Inc.	126.20
83-CC-1748	Modern Business Systems, Inc.	123.00
83-CC-1751	Modern Business Systems, Inc.	82.35
83-CC-1753	Modern Business Systems, Inc.	60.00
83-CC-1754	Modern Business Systems, Inc.	48.40
83-CC-1756	Modern Business Systems, Inc.	41.00
83-CC-1757	Modern Business Systems, Inc.	37.80
83-CC-1760	Wang Laboratories, Inc.	76.50
83-CC-1772	Disabato AMC/Jeep/Renault, Inc.	524.23
83-CC-1774	Springfield, City of (Department of Public Property)	76.65
83-CC-1775	Springfield, City of (Department of Public Property)	838.67
83-CC-1776	Great Lakes Fire & Safety Equipment Co.	8,282.00
83-CC-1778	St. James Hospital	161.60
83-CC-1780	Drake, Fenton G., M.D.	175.00
83-CC-1781	Mississippi Valley Homes, Inc.	25.20
83-CC-1782	University Hospital & Clinic	207.00
83-CC-1783	Super X Drug Stores	19.93
83-CC-1784	Bethea, Katherine Shaw, Hospital	62.00
83-CC-1788	Illinois Consolidated Telephone Co.	6.12
83-CC-1789	Films, Inc.	493.00
83-CC-1790	Rubinstein, Alicia S.	60.00
83-CC-1793	Illinois Masonic Medical Center	867.00

83-CC-1794	Kennedy, Lt. Joseph P., Jr., School for Exceptional Children	5,842.74
83-CC-1796	General Electric Co.	599,858.97
83-CC-1797	Potts, Kenneth K.	1,138.09
83-CC-1799	Anchor Office Supply Co.	1,221.12
83-CC-1803	Jandacek, Earl S.	42.00
83-CC-1804	Grant Hospital of Chicago	9,853.33
83-CC-1815	Europa Travel	118.00
83-CC-1816	Europa Travel	50.00
83-CC-1817	Europa Travel	5.00
83-CC-1819	Hoffman, Janet Rowe	142.00
83-CC-1821	Van Dyke, William	45.61
83-CC-1822	Goon, Henry	32.18
83-CC-1823	Ochoa, Frank	42.60
83-CC-1829	Alvarado, Susan E.	73.26
83-CC-1831	Havdala, Henri	35.00
83-CC-1835	Southern Illinois University	15,000.00
83-CC-1845	CAMCOR	159.75
83-CC-1846	Wolff, Bruce L.	99.00
83-CC-1847	Wolff, Bruce L.	81.00
83-CC-1851	Wolff, Bruce L.	54.00
83-CC-1852	Wolff, Bruce L.	50.00
83-CC-1853	Wolff, Bruce L.	60.00
83-CC-1854	Wolff, Bruce L.	38.00
83-CC-1855	Wolff, Bruce L.	33.00
83-CC-1856	Wolff, Bruce L.	31.00
83-CC-1858	Wolff, Bruce L.	20.00
83-CC-1861	Wolff, Bruce L.	11.00
83-CC-1864	UARCO, Inc.	72.40
83-CC-1865	UARCO, Inc.	43.28
83-CC-1866	UARCO, Inc.	42.35
83-CC-1867	UARCO, Inc.	35.26
83-CC-1868	UARCO, Inc.	21.80
83-CC-1869	UARCO, Inc.	11.56
83-CC-1874	Riverside Medical Center	40.00
83-CC-1876	Mourey, David	2,500.00
83-CC-1877	Sears Roebuck	950.88
83-CC-1880	Audio Visual Educational Systems	660.00
83-CC-1882	Jewish Federation of Metropolitan Chicago	7,945.63
83-CC-1886	Johnson, Pamela	654.04
83-CC-1887	Bursua, Richard G., O.D.	240.00
83-CC-1902	Yu, Joonsuk, M.D.	43.00

83-CC-1903	Besser, David	144.00
83-CC-1904	ITT Continental Baking Co. (Inc.)	207.96
83-CC-1906	Lever Brothers Co.	1,320.00
83-CC-1907	Wang Laboratories, Inc.	5,285.51
83-CC-1910	Belleville Area College	215.52
83-CC-1912	American Air Filter Co.	6,320.00
83-CC-1925	Centralia True Value Hdwe., Inc.	338.04
83-CC-1927	Wolford Morns Sales, Inc.	131.40
83-CC-1928	Belfort Instrument Co.	2,880.00
83-CC-1934	Clark, Lester E., Jr.	88.66
83-CC-1936	Honeywell, Inc.	5,120.00
83-CC-1944	Wallace, Dolores	10.52
83-CC-1945	Saleh, Jack S., M.D., S.C.	1,375.00
83-CC-1948	C-U Day Care Center, Inc.	274.86
83-CC-1951	Macuso, Rose E.	58.83
83-CC-1952	Mancuso, Rose E.	137.80
83-CC-1953	Business Services, Inc.	215.55
83-CC-1957	Cardiac Consultants of Chicago	105.00
83-CC-1959	Joyce, John Leo	267.52
83-CC-1961	Pryor Corp.	487.94
83-CC-1973	Consultative Examinations, Inc.	193.00
83-CC-1974	Consultative Examinations, Inc.	137.00
83-CC-1975	Consultative Examinations, Inc.	105.00
83-CC-1976	Consultative Examinations, Inc.	105.00
83-CC-1977	Consultative Examinations, Inc.	87.00
83-CC-1978	Consultative Examinations, Inc.	77.00
83-CC-1979	Consultative Examinations, Inc.	69.00
83-CC-1980	Consultative Examinations, Inc.	65.00
83-CC-1981	Consultative Examinations, Inc.	65.00
83-CC-1982	Consultative Examinations, Inc.	65.00
83-CC-1983	Consultative Examinations, Inc.	65.00
83-CC-1984	Consultative Examinations, Inc.	65.00
83-CC-1985	Consultative Examinations, Inc.	65.00
83-CC-1986	Consultative Examinations, Inc.	65.00
83-CC-1987	Consultative Examinations, Inc.	60.00
83-CC-1988	Consultative Examinations, Inc.	60.00
83-CC-1989	Consultative Examinations, Inc.	55.00
83-CC-1990	Consultative Examinations, Inc.	55.00
83-CC-1991	Consultative Examinations, Inc.	32.00
83-CC-1992	Consultative Examinations, Inc.	24.00
83-CC-1993	Consultative Examinations, Inc.	12.00
83-CC-1994	Consultative Examinations, Inc.	12.00

83-CC-1995	Consultative Examinations, Inc.	12.00
83-CC-2004	Dermatology Center, Ltd.	64.25
83-CC-2005	Sweeney, John W.	82.50
83-CC-2006	Washington University, Dept. of Anesthesiology	150.00
83-CC-2008	Compressor Engineering Co.	375.34
83-CC-2010	Tulane University	222.48
83-CC-2011	AAMED, Inc.	980.00
83-CC-2012	Metpath, Inc.	352.85
83-CC-2020	Julian, Betley & Assoc.	70.50
83-CC-2021	Trapani, Andrew P., Dr.	120.00
83-CC-2022	Pertec Computer Corp.	1,265.00
83-CC-2040	Dick, A.B., Products Co.	197.00
83-CC-2049	Goodyear Tire & Rubber Co., The	1,388.47
83-CC-2053	North American Corp., as Assignee of Lexitron Corp.	3,126.71
83-CC-2060	Lodec, Inc.	501.59
83-CC-2065	Kutty, Ahamed V.P., M.D.	721.00
83-CC-2069	Weir Chevrolet-Olds., Inc.	283.27
83-CC-2077	Saxon Business Products	48.77
83-CC-2080	Newton Stone Co.	561.84
83-CC-2108	Ozark Air Lines, Inc.	332.00
83-CC-2110	Sintic, George J.	650.00
83-CC-2112	Trane Sentinel, Inc.	15,745.00
83-CC-2116	Rochester Institute of Technology	1,017.00
83-CC-2117	Macola, Carol Ann	79.11
83-CC-2125	Gillogly, Linda R.	900.00
83-CC-2130	Lanham, Ricky G.	116.00
83-CC-2134	Trenter Oil Co., Inc.	1,574.98
83-CC-2137	Excepticon of Illinois, Inc., Champaign Children's Home	2,942.13
83-CC-2138	Northeastern Illinois University	93.21
83-CC-2151	Bethea, Katherine Shaw, Hospital	166.84
83-CC-2154	Morris Family Discount Drugs	47.40
83-CC-2155	Randolph Paper Co.	655.05
83-CC-2164	Paynter, Jack Raymond	50.00
83-CC-2165	Sill, Robert L.	50.00
83-CC-2177	Jeffries, Ivory	292.14
83-CC-2178	Fisher Calo Chemical Corp.	3,931.20
83-CC-2181	Reynolds, Timothy	763.00
83-CC-2183	Bethea, Katherine Shaw, Hospital	1,485.12
83-CC-2184	Purtell, David J.	625.00
83-CC-2201	Chileda Institute, Inc.	16,313.72

83-CC-2205	Komar, Jerome B.	541.49
83-CC-2219	Northwestern University	1,584.29
83-CC-2227	Bulchandani, Kamlesh	60.00
83-CC-2228	King, Lee & Partners	563.85
83-CC-2229	King, Lee & Partners	399.45
83-CC-2230	King, Lee & Partners	375.07
83-CC-2231	King, Lee & Partners	105.00
83-CC-2232	King, Lee & Partners	70.25
83-CC-2233	King, Lee & Partners	7.20
83-CC-2236	Svaniga, Lora J.	74.15
83-CC-2237	Random House, Inc.	549.33
83-CC-2250	Xerox Corp.	320.00

STATE COMPTROLLER ACT
REPLACEMENT WARRANTS
FY 1983

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. **1981,** ch. **15,** par. **210.10,** to request a replacement warrant may file an action in the Court of Claims for payment.

80-CC-1551	**Yacktman, Victor & Pauline**	$ **960.00**
80-CC-2272	**Commerce & Community Affairs, Department of**	**3,615.09**
80-CC-2273	**Commerce & Community Affairs, Department of**	**3,257.08**
81-CC-0579	**Springfield Marine Bank**	**4,026.04**

PRISONERS AND INMATES—
MISSING PROPERTY CLAIMS
FY 1983

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.

78-CC-0460	Cannon, Darrell	$ 115.96
78-CC-0685	Colter, James	80.13
80-CC-2103	Rucker, Reginald	13.00
80-CC-2208	Holmes, Chester	105.00
81-CC-0381	McCracken, Davis	4.29
81-CC-0452	Wells, Douglas	5.07
81-CC-0891	Sims, Ricky	167.00
81-CC-1139	Williams, Ollie	50.00
81-CC-1417	Godinez, Ricardo A.	200.00
81-CC-2133	Adams, Annie Mae	500.00
81-CC-2706	Daud, Muhammad	35.00
81-CC-2818	Blake, Javet M., Sr.	750.00
82-CC-0010	Wilson, Earl E.	65.00
82-CC-0079	Talley, Charles, Jr.	10.00
82-CC-0421	Williams, Willie	400.00
82-CC-0484	Thompson, Michael W.	500.00
82-CC-0519	Bums, Richard	315.00
82-CC-1110	Henderson, Ronnie	146.83

82-CC-1267	Chegeanis, John	**28.00**
82-CC-1620	Curtiss, Robert B.	**25.03**
82-CC-1681	Moore, Dewayne	**26.00**
82-CC-1697	Garcia, Louis	**5.70**
82-CC-1700	Smith, Johnny	**10.00**
82-CC-1986	Hinckle, Charles	**39.30**
82-CC-2314	Marcotte, Joseph	**20.28**
82-CC-2489	Stephenson, Kenneth	60.00
82-CC-2535	Tolbert, Kevin	**90.00**
82-CC-2557	Langston, Eugene	**195.00**
82-CC-2577	Smith, Thomas William, Jr.	**84.46**
82-CC-2654	Johnson, Grayland	**200.00**
82-CC-2713	Philp, William Michael	**57.00**
82-CC-2781	Lamacki, Walter	**30.00**
83-CC-0045	Lewis, Tyrone	**135.00**
83-CC-0047	Wassinger, Gregory Kirk	**100.00**
83-CC-0091	Bullock, Ronnie	**100.00**
83-CC-0471	Cole, Larry	**230.00**
83-CC-0474	Burke, Lonnie D.	**240.95**
83-CC-0475	Bruce, John L.	**150.00**
83-CC-0571	Church, Michael K.	**41.05**
83-CC-0715	Grayson, John	**30.00**
83-CC-0946	Davis, Jimmy D.	**125.00**

STATE EMPLOYEES' BACK SALARY CASES
FY 1983

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-0883	Cokley, Robert Loren	$ 650.53
77-CC-0862	Hough, Earl	250.68
77-CC-1576	Shaw, Ruby	3,855.10
77-CC-1585	O'Connor, Sally	5,062.53
77-CC-1586	Keith, Janice Stalker	7,165.56
78-CC-0091	Congdon, David M.	8,297.35
78-CC-0561	Pickering, Margaret	2,250.93
78-CC-1797	Beavers, Harry L.	103.42
79-CC-0800	Parker, Schuntil	66.35
80-CC-2073	Eberwein, Barbara	3,142.42
81-CC-0187	Cargill, Floyd	368.63
81-CC-1788	Peterson, Steven E.	3,915.02
81-CC-2303	Barrios, Luis	530.95
81-CC-2719	Cartwright, Donald E.	14,318.85
82-CC-0158	Webber, Bradley F.	779.58
82-CC-0162	Joyner, Ronald W.	2,068.45
82-CC-0353	Emerick, David R.	48.50
82-CC-0354	Frederick, John R.	50.54
82-CC-0360	Connolly, Franklin	28.91
82-CC-0361	Spencer, Terry L.	32.04
82-CC-0567	Merrifield, William A.	6,234.90
82-CC-0577	Toddle Town Day Care	924.46
82-CC-0728	Cummings, Kathleen	274.67
82-CC-1009	Gosda, Danny L.	122.62
82-CC-1012	Robinson, John C.	157.70
82-CC-1014	Weaver, Nila Louise	4,180.95
82-CC-1114	Lenger, Diane M.	73.06
82-CC-1133	Bates, Donald E.	124.44

82-CC-1193	Moore, Vicki R.	687.22
82-CC-1200	Garver, Paul J.	7,882.79
82-CC-1216	Cole, Arthur	209.50
82-CC-1364	Onnen, Ruth D.	493.34
82-CC-1406	Sheridan, M. Catherine	172.87
82-CC-1479	Henderson, Joseph M.	248.67
82-CC-1601	McClellan, Ellen R. Annable	638.28
82-CC-1715	Carlson, Hugo W.	1,030.93
82-CC-1823	Putting, Cheryl L.	713.69
82-CC-1838	Walls, Geraldine	1,639.47
82-CC-1839	Stebbins, Marlin	206.98
82-CC-1840	Merideth, Gerald	125.72
82-CC-1841	Schuepbach, Thomas	89.80
82-CC-1850	Chiapelli, Harry J.	1,774.66
82-CC-1862	Hopper, Daniel R.	276.59
82-CC-1863	Nagrodski, Susan V.	1,700.00
82-CC-1885	Hartnett, Michael J.	1,274.16
82-CC-1959	Duffey, Ann	1,037.36
82-CC-1966	Lynch, Gerald E.	192.45
82-CC-1970	Corrigan, William J.	40.72
82-CC-1971	Gard, Gaylord G.	65.65
82-CC-1972	Gard, Gaylord G.	160.83
82-CC-2025	Sciuto, Rita F.	660.53
82-CC-2038	Gilleland, Helen B.	759.62
82-CC-2039	Rowan, Dennis M.	161.34
82-CC-2053	Fischer, Thomas K.	97.77
82-CC-2096	Mollett, Roger W.	65.11
82-CC-2122	Hughes, Robert	2,178.82
82-CC-2172	Rekas, Harry	272.90
82-CC-2173	Rage, Donald J.	94.56
82-CC-2174	Torrez, Frank P.	266.75
82-CC-2181	Johnson, Dayton, Sr.	2,312.96
82-CC-2224	Waters, Yvone E., Ms.	725.05
82-CC-2275	Smith, Nathaniel	119.11
82-CC-2322	Kuykendall, Tim	66.46
82-CC-2325	Button, Edward L.	5,740.96
82-CC-2385	Imhoff, John E.	197.49
82-CC-2455	Harms, Harm	77.13
82-CC-2492	Zarat, Esther	112.25
82-CC-2497	Dunning, Michael	288.78
82-CC-2502	Adelman, Darlene	343.48
82-CC-2531	Wilson, James E., TPR	567.35

82-CC-2565	LaBon, James M.	1,079.84
82-CC-2588	Funkhouser, John W.	144.13
82-CC-2626	Ellberg, Philip N., Deceased, Estate of	631.94
82-CC-2653	Kuca, Timothy	505.03
82-CC-2683	Gist, O. Gerald	307.73
82-CC-2697	Harm, Nancy	1,175.00
82-CC-2717	Perry, Leonard O.	11,898.30
83-CC-0013	Wegrzyn, Mary J.	589.03
83-CC-0019	Janevicius, Vincas	652.46
83-CC-0051	Sabatello, Dolores	55.74
83-CC-0105	Vescogni, Janet L.	945.23
83-CC-0130	Mosley, Rita M.	195.00
83-CC-0320	Brown, Willadene	198.92
83-CC-0464	McAdoo, Leigh F.	453.67
83-CC-0500	Curtwright, H. K.	89.42
83-CC-0514	Head, Eugene R.	4,227.60
83-CC-0521	Hunt, Milton S.	434.41
83-CC-0532	Moran, Frank J.	104.39
83-CC-0543	Cook, Anna C.	7.68
83-CC-0578	Walsh, Carolyn C.	132.50
83-CC-0627	Hinckley & Schmitt	493.64
83-CC-0638	Johnson, Karen	105.55
83-CC-0651	Touloumis, George	166.24
83-CC-0659	Frantz, Ernest G.	249.19
83-CC-0660	Murray, Murriel	99.43
83-CC-0845	Ackerman, Joan P.	218.89
83-CC-0847	McAdoo, Leigh F.	1,720.10
83-CC-0883	Hogue, Maurice	420.84
83-CC-0886	Cunningham, Vera J.	451.56
83-CC-0966	Vermillion, Ronald E.	172.82
83-CC-0992	DeRobertis, Daniel W.	69.20
83-CC-1029	Yenerich, Philip	93.27
83-CC-1045	Dolan, Robert J.	117.87
83-CC-1090	Homer, Albert M.	348.05
83-CC-1091	Hitchcock, Harry H.	340.84
83-CC-1092	Hillyer, David M.	340.48
83-CC-1093	Highsmith, Jeffery L.	311.72
83-CC-1094	Held, Jerry K.	340.16
83-CC-1095	Gonzales, Anthony, Jr.	340.93
83-CC-1096	Funai, Alan R.	346.85
83-CC-1097	French, Larry F.	382.83
83-CC-1099	Ezelle, William H., Jr.	229.96

83-CC-1100	Dickinson, Thomas B.	361.40
83-CC-1101	Davis, Donald J.	341.88
83-CC-1102	Cosgrove, Michael P.	361.33
83-CC-1103	Chandler, Jesse	347.49
83-CC-1104	Butterfield, Steven	235.56
83-CC-1105	Brail, Herbert L.	342.46
83-CC-1106	Blankenship, Benton	345.27
83-CC-1107	Bea, Lawrence	312.67
83-CC-1108	Schmidt, Robert K.	343.91
83-CC-1109	O'Reilly, James R.	358.91
83-CC-1110	Liedtke, Steven T.	340.63
83-CC-1111	Laymon, Jerry D.	348.89
83-CC-1112	Krump, John T.	351.78
83-CC-1113	Johnston, Keith C.	349.51
83-CC-1114	Wright, Stephen B.	113.53
83-CC-1115	White, John A., Jr.	363.42
83-CC-1116	Wellnitz, Ricky L.	228.59
83-CC-1117	Vanzuiden, Michael	350.76
83-CC-1118	Turner, Ronald W.	341.34
83-CC-1119	Stewart, Bryan J.	349.62
83-CC-1120	Stevers, Wendel E.	341.22
83-CC-1121	Stanbro, Geraldine M.	312.23
83-CC-1122	Smith, Thomas J.	348.60
83-CC-1123	Shaw, Frank L.	322.22
83-CC-1124	Severin, Terry A.	221.65
83-CC-1125	Scott, Joseph C.	333.73
83-CC-1126	Scott, Brian M.	348.96
83-CC-1127	Perry, Cliff H.	232.95
83-CC-1128	Krueger, Brian L.	344.56
83-CC-1129	Held, Michael L.	340.94
83-CC-1130	Carroll, Richard	381.41
83-CC-1131	Allmendinger, Brent	345.60
83-CC-1132	Rule, Walter A.	349.05
83-CC-1133	Senneff, James D.	334.26
83-CC-1183	Boyer, Larry W.	340.15
83-CC-1184	Gatling, Richard A.	347.88
83-CC-1185	Oltman, Roy J.	371.47
83-CC-1186	Potter, Jimmy L.	343.53
83-CC-1187	Rist, Jeffrey L.	227.09
83-CC-1195	Mateika, Frank	56.10
83-CC-1203	Garncarz, Joseph W.	95.89
83-CC-1237	Harris, Scott D.	348.30

83-CC-1238	Cradduck, Jodell L.	1,085.97
83-CC-1262	Wangler, Terence	325.17
83-CC-1288	Lawrence, Claude	213.35
83-CC-1304	Coonrod, Virginia	102.15
83-CC-1305	Hill, George Lowell	296.34
83-CC-1327	Wellendorf, Merwyn	147.09
83-CC-1334	Scott, Willie Belle	283.93
83-CC-1377	Glassman, Adolph E.	291.12
83-CC-1400	Waugh, Richard E.	509.80
83-CC-1425	Cavanaugh, Carol	258.01
83-CC-1426	Locke, Charles	285.19
83-CC-1437	Davis, Dennis	396.19
83-CC-1452	Slawin, Frances	17,254.20
83-CC-1496	Marsala, Nick	1,599.60
83-CC-1500	Malooly, Robert J.	239.09
83-CC-1521	Conner, Ida	83.50
83-CC-1534	Latorre, Michael	304.98
83-CC-1649	Labarre, Alfred B.	321.90
83-CC-1695	Collins, John A.	142.17
83-CC-1798	Ratcliffe, Charlotte	1,081.36
83-CC-1842	Banks, Mary A.	1,247.00
83-CC-2052	Kansook. Varunee	218.89

WRONGFUL INCARCERATION
FY 1983

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.

81-CC-2581	Neall, Antoinette M.	$ 600.00
82-CC-1724	Farley, Thomas P.	4,000.00

REPRESENTATION AND INDEMNIFICATION CASES FY 1983

Ill. Rev. Stat. ch. 127, par. 1301

An Act to provide for representation and indemnification in certain civil lawsuits, and in connection therewith, to amend the Illinois Pension Code by adding a new Section **1-108.** P.A. **80-1078,** approved and effective December **3,1977.**

82-CC-2766	Lappin, Ralph H., Jr.	$ 1,000.00
83-CC-0092	Horton, Eugene and Jenner & Block	1,200.00
83-CC-0248	Chamness, Judith	11,000.00
83-CC-0263	Arnolds, Edward B. and Seng, Michael P.	6,023.00
83-CC-0294	Strama, Thomas J.	7,315.00
83-CC-0404	Currey, Gladys B.; Holmes, Don J.; Versey, Marva; and Washington, Sharon E.	15,018.75
83-CC-0429	Legal Assistance Foundation of Chicago	10,000.00
83-CC-0455	Legal Assistance Foundation of Chicago	77,210.00
83-CC-2128	Henderson, Curtis	3,000.00

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 1983

(No. 76-CV-1240—Claim dismissed.)

In re **APPLICATION OF VIRGINIA KOFINEDER.**

Order filed March 28, 1983.

HOLSTEIN, MACH & ASSOCIATES (BRUCE **WOLF,** of counsel, for Claimant.

NEIL F. HARTIGAN, Attorney General (LYNN ROSENTHAL MAYER, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—*substantive rights of State cannot be waived by officers without authority.*

CRIME VICTIMS COMPENSATION *Am—pecuniary loss not shown—claim dismissed.* **Required pecuniary loss of $200 or more was not shown where Claimant received collateral benefits under Workers' Compensation Act and State was not estopped by representations of Attorney General's office that those collateral benefits would not be recognized when considering benefits under the Crime Victims Compensation Act.**

POCH, J.

This cause was heard on oral argument at the request of Claimant, to deny the motion of the Attorney General to dismiss the claim for the reason that claim has failed to show a pecuniary loss of $200 or more as required by section 3(b) of the Crime Victims Compensation Act. Ill. Rev. Stat. 1977, ch. 70, par. 73(b).

The thrust of Claimant's argument is that because of the representation of the Attorney General's office to Claimant's attorney that there would be no exclusion to the compensation received by Claimant under the Workmen's Compensation Act, the State is estopped by such representations, and that this cause was filed on behalf of the minor children of the deceased victim, Louis Korneder, because under the award no direct payment was made to them.

The Court finds:

1. That the Attorney General is subject to the general rule that State officers can neither waive substantive rights of the State without explicit authority nor create *estoppel* which would operate against public policy. *Pro v. Brophy*, 120 P.2d 946, *Hughes v. Zllinois Public Aid Commission*, 2 Ill. 2d 374, 118 N.E.2d 14, *Isko* Co. *v. State*, 4 Ill. Ct. Cl. 171, *Lord & Bushnell v. State*, 13 Ill. Ct. Cl. 189, *Harbech v. State*, 13 Ill. Ct. Cl. 70.

2. The decision of the arbitrator stated, "It is hereby ordered that this award and each of the installments thereof shall be paid to said widow, for her use and benefit and for the care, education, and maintenance of said minor children".

Based upon the above the State is not estopped by the representations of the Attorney General and the minor children were compensated under the decision of the arbitrator in the Workmen's Compensation Act.

The Court finds that as a result of the Claimant's collateral benefits, she has failed to show a pecuniary loss of $200 or more as required by section 3(b) of the Crime Victims Compensation Act. Ill. Rev. Stat. 1977, ch. 70, par. 73(b).

It is therefore hereby ordered, that the claim of Virginia Korneder, be and is hereby dismissed.

(No. 80-CV-0519—Claimantsawarded $1,920.00.)

In re APPLICATION OF PETER AND MARGARET MORENO, Claimants, and MILDRED MORENO, Claimant on behalf of Cynthia Moreno, minor child of Peter Moreno, deceased victim.

Opinion filed June 20,1983.

TERENCE TYKSINSKI, for Claimants.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*murder* victim's parents granted *award*. Parents of murdered cab driver were awarded compensation under Crime Victims Compensation Act where their pecuniary loss due to funeral expenses exceeded $200 after making deductions for benefits received under Workers' Compensation Act.

SAME—*no* pecuniary *loss—claim* denied. Wife and child of murdered cab driver were denied benefits under Crime Victims Compensation Act where benefits received under Workers' Compensation Act reduced their loss for purposes of Act to zero.

POCH, J.

. This claim arises out of an incident that occurred on March 7, 1978. Peter and Margaret Moreno, and Mildred Moreno, seek 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 February 11, 1980, 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 deceased, Peter Moreno, age 34, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1977, ch. 38, par. 9—1.

2. That on March 7, 1978, the victim was shot during an attempted robbery by an unknown offender. The incident occurred while the victim was driving his cab at Chatham and Harrison Roads, Elmhurst, Illinois. The victim was pronounced dead on arrival at Memorial Hospital.

The offender was apprehended, convicted on the charge of murder and sentenced to natural life in prison.

3. That the Claimants, Peter and Margaret Moreno, seek compensation for funeral expenses. The Claimant, Mildred Moreno, seeks compensation for loss of support on behalf of the victim's minor child, Cynthia Moreno.

4. That the Claimants, Peter and Margaret Moreno, incurred funeral and burial expenses as a result of the victim's death in the amount of $3,870.00, of which the Claimants have paid $3,870.00.

5. That Cynthia Moreno, the minor child of the Claimant and the victim, was dependent upon the victim for support.

6. That the victim was employed by the Autoride

Cab Company, Inc., prior to his death and his average monthly earnings were $812.50.

7. That section **4** of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 74) 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 Cynthia Moreno was born on October 16, 1964, and attained the age of majority on October 16, 1982, or 4 years and 7 months from the date of the incident.

On October **30,** 1967, in the circuit court of Cook County, Illinois, divorce order No. 67 D 1594, the victim was ordered to pay support and maintenance for his minor child in the amount of $80.00 per month.

Based upon the court's order, the maximum amount compensable under section 7(e) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 77(e)) for loss of support for the 4 years 7 months for which Cynthia Moreno is eligible is $4,400.00.

9. That pursuant to section 7(d) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 77(d)), 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 Claimants, Peter and Margaret Moreno, have received $1,750.00 as a result of a Workmen's Compensation settlement. Additionally, under this settlement, the Claimant, Mildred Moreno, will receive $250.00 per

month for the use and benefit of Cynthia Moreno, for the 4-year and 7-month period before she obtained the age of majority. These amounts can be considered applicable deductions pertinent to the respective Claimant.

11. That the Claimants, Peter and Margaret Moreno, comply with all pertinent provisions of the Act and qualify for compensation thereunder.

12. That the Claimants, Peter and Margaret Moreno, are entitled to an award based upon the following:

Funeral expenses	$3,870 00
Less Workmen's Compensation	- 1,750 00
Less $200.00 deductible	- 200.00
Net Loss	$1,920 00

13. That the Claimant Mildred Moreno's net loss can be computed as follows:

Loss of support	$ 4,400.00
Less Workmen's Compensation	$13,750 00
Total	—0—

14. That pursuant to section 6.1(b) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 76.1(b)), the right of compensation is limited to persons who have suffered a pecuniary loss of $200.00 or more attributable to a violent crime resulting in the injury or death of the victim.

15. That the Claimant, Mildred Moreno, has not sustained a pecuniary loss of over $200.00 and therefore does not meet the requirement of section 6.1(b) of the Act for compensation.

It is therefore hereby ordered that the sum of $1,920.00 (one thousand nine hundred twenty dollars) be and is hereby awarded to Peter and Margaret Moreno, parents of Peter Moreno, an innocent victim of a violent crime.

It is further ordered that Mildred Moreno does not meet required conditions precedent for compensation,

and her claim for loss of support be and is hereby denied.

(No. 81-CV-0339—Claimant awarded $2,269.76.)

In re APPLICATION OF ADELINE WEINSTEIN, Executor of the Estate of Louis Cassel.

Order filed January 24, 1983.

ADELINE WEINSTEIN, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (**LYNN ROSENTHAL MAYER,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—***eligibility of estate to receive benefits of Act.*** Although estates are not specifically included among class of potential beneficiaries under Crime Victims Compensation Act, an estate may be eligible for benefits if it is shown that person who would inherit from estate had portion of inheritance reduced by amount they could have been reimbursed or compensated under Act had they paid amount themselves.

SAME—estate of murder victim granted award. Murder victim's estate granted award for funeral and medical expenses where evidence showed that daughter of victim would have been eligible for compensation under Act had she paid those expenses on her own and her inheritance was reduced accordingly when expenses were paid by estate.

POCH, J.

This claim arises out of an incident that occurred on February 24, 1980. Adeline Weinstein, executor of the estate of the deceased victim, Louis Cassel, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act. Ill. Rev. Stat. **1979,** ch. **70,** par. **71** et ***seq.***

This claim was filed on or about October 24, 1980. Thereafter, based upon the investigatory report submit-

ted by the Attorney General of the State of Illinois and the other documentary evidence, the Court on May 7, 1981, entered an order denying the application for compensation on the grounds that an estate is not eligible under the Act. Claimant filed her objections to said order and requested a hearing.

The hearing was conducted by commissioner Dennis M. Fleming, on the 30th day of August 1982, at Chicago, Illinois. As a result of said hearing, the following facts were stipulated:

Claimant is the daughter and executor of Louis Cassel, who was the innocent victim of a murder on the 24th day of February 1980.

The only issue before the Court is whether or not the estate can be reimbursed for the expenses; there is no question that all the other requirements for compensation have been met. As the victim's daughter, the Claimant could have been reimbursed for reasonable funeral and medical expenses for the victim had she paid them herself. As sole heir of the decedent her inheritance was reduced by the amount of these expenses when they were paid by the estate.

In *In re Daill*, 32 Ill. Ct. Cl. 1022, the Court held that, although estates are not specifically included among the class of potential beneficiaries under the Act, an estate may be eligible for benefits if it is shown that the person who would inherit the estate had a portion of their inheritance reduced by an amount they could have been reimbursed or compensated under the Act had they paid the amount themselves.

In the instant case, Adeline Weinstein, as the daughter of the deceased victim, would have been eligible for compensation for the funeral and medical expenses, and thus her inheritance has been reduced accordingly.

Based on the reasoning in the *Daill* case, the order of May 7, **1981,** is vacated and the Claimant is entitled to an award based on the following:

Funeral expenses	$2,000.00
Medical expenses	269.76
Total	$2,269.76

It is hereby ordered that the sum of two thousand two hundred sixty nine and 76/100 **($2,269.76)** dollars be and is awarded to Adeline Weinstein, executor of the estate of Louis Cassel, an innocent victim of a violent crime.

(No. 81-CV-0378—Claimants awarded $15,000.00.)

In re **APPLICATION OF VICTOR SCHRISHUHN AND DORIS BISSEY,** Guardian, Claimants.

Opinion filed April 27,1981.

Amended opinion on motion for reconsideration filed September 24,1982.

GERALD G. DEHNER, for Claimants.

TYRONE C. FAHNER, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ***Am—murder victim—maximum* award—*installments.*** Maximum award was allowed for funeral and medical expenses incurred on behalf of innocent murder victim and loss of support for minor children, with provision that best interests of children would be served by payment of portion of award applicable to children in installments.

SAME—*award modified on motion to reconsider.* Award modified on motion for reconsideration to reflect that murder victim's wife had been declared incompetent and in view of absence of objections from State and children's guardian, incompetent spouse would be granted portion of award which was allocated to children.

POCH, J.

This claim arises out of an incident that occurred on July 14, 1980, in Sangamon County, Illinois. Victor Schrishuhn, brother of the deceased victim, Donald H. Schrishuhn, Jr., and Doris Bissey, guardian of the victim's minor children, seek 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 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 deceased, Donald H. Schrishuhn, Jr., age 43, was a victim of a violent crime as defined in section 2(c) of the Act, (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1979, ch. 38, par. 9—1.

2. That on July 14, 1980, the body of Donald H. Schrishuhn, Jr., was found on a country road near Route 97 in Sangamon County, Illinois. The victim had been shot several times and was pronounced dead at the scene. It is believed that the victim was killed at an unknown location and then taken to where he was found.

3. That the Claimant Victor Schrishuhn seeks compensation for funeral and medical expenses and Claimant Doris Bissey, as legal guardian, for loss of support for Leta Mae, age 7, and Marguerete, age 5, minor children of the victim.

4. That the Claimant Victor Schrishuhn incurred funeral and burial expenses in the amount of $2,805.53 and

an ambulance charge of $122.70. Pursuant to section 2(h) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(h)), funeral and burial expenses are compensable to a maximum award of $2,000.00.

5. The Claimant's minor children were totally dependent upon the victim for support.

6. That prior to his death, the victim was employed by Logan Correctional Center and his average monthly earnings were $580.00.

7. That section 2(h) of the Act states ". . . loss of support 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 the victim was 43 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, Vol. II, his life expectancy would have been 33 more years. The projected loss of support for 33 years is in excess of $15,000.00 which is the maximum amount compensable under section 80.1(f) 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 10.1(e) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(e)), 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.

11. That the Claimants have received no reimbursements as a result of the victim's death that can be counted as an applicable deduction under section 7.1(a)(7) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 77.1(a)(7).

12. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is in excess of the $15,000.00 maximum allowed in section 10.1(f) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 80.1(f).

13. That the Claimants' interest would be best served if the award hereunder would be paid pursuant to the installment provision of section 11.1 of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 81.1.

It is therefore hereby ordered that the sum of $15,000.00 (fifteen thousand dollars) be and is hereby awarded to Victor Schrishuhn and Doris Bissey, guardian, Claimants of Donald H. Schrishuhn, Jr., deceased, an innocent victim of a violent crime to be paid and disbursed as follows:

(a) **$2,122.70** (two thousand one hundred twenty-two dollars and seventy cents) to be paid to Victor Schrishuhn for funeral and medical expenses incurred;

(b) Sixteen equal monthly payments of **$750.00** (seven hundred fifty dollars) each with a final seventeenth payment in the amount of **$877.30** (eight hundred seventy seven dollars and thirty cents) to be paid to Doris Bissey, as guardian, for the use and benefit of Leta Mae and Margarete Schrishuhn;

(c) In the event of the death or marriage of the victim's children, it is the duty of the personal representative of the victim to inform this Court in writing of such death or marriage for the purpose of the possible modification of the award.

AMENDED OPINION ON MOTION FOR RECONSIDERATION

POCH, J.

This cause came for reconsideration on the Petitioner's motion for reconsideration. The Court has received a response to that motion from the Respondent, and having been duly advised:

Finds, that in the opinion filed April 27, 1981, the Court found that the deceased, Donald H. Schrishuhn, was the victim of a violent crime under section 2(c) of the Crime Victims Compensation Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), in that he was murdered. Originally this Court ordered that the Claimant, Victor Schrishuhn, receive $2,122.70, a reimbursement for Donald Schrishuhn's funeral and burial expenses and an ambulance charge. The remainder of the $15,000.00 award went to the children of Donald Schrishuhn and his wife, Marjorie Schrishuhn.

Since the time of that award, there has been a significant change in the legal status of the Petitioner, Marjorie Schrishuhn. It is undisputed that Ms. Schrishuhn, at the present time, has been declared incompetent, and is unable to provide for her existence. At the time of her husband's demise, she was completely dependent upon him for support. Ms. Schrishuhn was not included in the award made on April 27, 1981.

It appears from the record that the Respondent, State of Illinois, has no objection to including the Petitioner in this award. It also appears from the record that the guardian for the Schrishuhn children has no objections to the change in the award.

Since the order of April 27, 1981, $9,622.70 has been paid out of the award to the children of Donald and

Marjorie Schrishuhn and to Victor Schrishuhn. This leaves an amount in the award of **$5,377.30.** Once the Court subtracts **$2,122.70** from the **$15,000.00** award for Victor Schrishuhn's expenses, the remaining sum is **$12,877.30.** When this sum is divided by thirds, each of the remaining Petitioners, Mr. and Ms. Schrishuhn's two daughters and Ms. Schrishuhn would receive **$4,292.43** apiece. Subtracting Ms. Schrishuhn's award of **$4,292.43** from the remaining **$5,377.30** leaves **$1,084.87** to be distributed between the Schrishuhn daughters.

It is hereby ordered that the Petitioner, Marjorie Schrishuhn, be paid **$4,292.43** and the daughters of Marjorie and Donald Schrishuhn be paid the remaining amount.

(No. **81-CV-0689—Claim denied.)**

***In re* APPLICATION OF DAVID PRICE.**

Order filed* August *5,1982.

DAVID PRICE, ***pro* se**, for Claimant.

TYRONE C. FAHNER, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*stabbing victim—false employers reports—claim denied.* **Pursuant to provisions of Crime Victims Compensation Act, claim for medical expenses and loss of earnings was denied as evidence established that victim submitted false employers reports with Attorney General's Office in attempt to authenticate his loss of earnings.**

POCH, J.

This claim arises out of an incident that occurred on

October 25, 1980. David Price seeks compenstion 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 February 23, 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 on these documents and other evidence submitted to the Court, the Court finds:

1. That on October 25, 1980, during the course of a verbal dispute, the Claimant was stabbed by the offender, who was known to him. The incident occurred on the street at 7556 South Seeley, Chicago, Illinois. The victim was taken to Little Company of Mary Hospital for treatment. The offender was apprehended, convicted on the charge of aggravated battery and sentenced to 2½ years felony probation.

2. That the Claimant seeks compensation for medical/hospital expenses and loss of earnings.

3. That the Claimant filed employers reports with the Attorney General's office to authenticate his loss of earnings. An investigation by that office revealed that the Claimant had submitted false employers reports, in that he was not employed by said company, nor had the alleged employer completed the report as required by the Crime Victims statute.

4. That section 20(a) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 90(a)), states that in addition to any other civil liability or criminal penalties provided by law, a person who the Court of Claims finds has wilfully misstated or omitted facts relevant to the determination of whether compensation is due under this Act or of the

amount of that compensation, whether in making application for compensation or in the further proceedings provided for in this Act, shall be denied compensation under this Act.

5. That without addressing the merits of other issues raised in the investigatory report, the Claimant's action of wilfully misstating facts warrants that the Claimant be denied entitlement to compensation.

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

(No. 81-CV-0783—Claimant awarded $1,518.75.)

In re **APPLICATION OF BEULAH HODGE.**

Opinion filed January 24, 1983.

BEULAH HODGE, ***pro*** **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General **(FAITH S.** SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*murder—award reduced due to victim's contributory conduct.* **Award for medical and funeral expenses incurred due to murder of Claimant's son was reduced by 25% due to fact that victim was engaged in argument with assailant at time and thereby contributed to cause of his death by his conduct.**

POCH, J.

This claim arises out of an incident that occurred on July **3, 1980.** Beulah Hodge, mother of the deceased victim, Donald Hodge, 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 March 23, 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's deceased son, Donald Hodge, age 20, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1979, ch. 38, par. 9-1.

2. That on July 3, 1980, the victim was shot by an offender known to him. The incident occurred on the back porch landing of the offender's apartment, located at 4022 North Sheridan Road, Chicago, Illinois. The incident stemmed from a dispute between the victim and the offender's brother, whom the victim believed stole his brother's car radio the night prior to the incident. This dispute resulted in a fight between the victim and the offender's brother. During the course of this fight, the offender came out of the apartment and shot the victim. The victim was taken to Weiss Memorial Hospital where he was later pronounced dead.

3. That the Claimant seeks compensation under the Act for funeral and medical expenses only. The Claimant was not dependent upon the victim for support.

4. That funeral and burial expenses were paid by the Claimant in the amount of $3,495.56. Pursuant to section 2(h) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(h)), funeral and burial expenses are compensable to a maximum amount of $2,000.00.

5. That pursuant to section 10.1(c) (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(c)), any person related to the vic-

tim may be compensated for reasonable funeral, medical and hospital expenses of the victim to the extent to which he has paid such expenses.

6. That the Claimant incurred hospital expenses of the victim in the amount of $600.00, $575.00 of which was paid by insurance, leaving a balance of $25.00. The Claimant has paid this balance in full.

7. That pursuant to section 10.1(e) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(e)), 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.

8. That the Claimant has not received any reimbursements as a result of the victim's death that can be counted as applicable deductions.

9. That after making all the applicable deductions under the Act, the Claimant incurred funeral expenses in excess of the $2,000.00 maximum award deemed compensable under the Act for funeral benefits.

10. That section 10.1 of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 80.1) indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

11. That it appears from the investigatory report and police investigation that the victim's conduct directly contributed to his death, in that the victim engaged in a fight with the offender's brother. The Court finds that this conduct of the victim contributed to his death to such an extent as to warrant a 25% reduction of the award pursuant to section 10.1(d) of the Act.

12. That the Claimant is entitled to an award based on the following:

Compensable funeral expenses	**$2,000.00**
Paid medical expenses	**+ 25.00**
Total	**$2,025.00**
Less 25% reduction of award	**- 506.25**
Total	**$1,518.75**

It is hereby ordered that the sum of **$1,518.75** (one thousand five hundred eighteen dollars and seventy-five cents) be and is hereby awarded to Beulah Hodge, mother of Donald Hodge, an innocent victim of a violent crime.

(No. 81-CV-0814—Claimants awarded $15,000.00.)

In re APPLICATION OF LEAH JEAN GRUENERT AND HELEN A. MCCOY.

***Opinion filed Morch* 28,1983.**

LEAH JEAN GRUENERT and HELEN A. MCCOY, ***pro se,*** for Claimants.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*voluntary manslaughter—maximum award—installments.* Mother **and** former wife of victim of voluntary manslaughter were granted maximum award for fnneral expenses and **loss of support** of minor children **as loss** exceeded maximum allowable award after **all** deductions **allowed** nnder Act were made, and portion of award applicable to children was ordered to be paid in installments to best serve interests of children.

POCH, J

This claim arises out of an incident that occurred on December 29, 1980. Leah Jean Gruenert and Helen A. McCoy, former wife and mother, respectively, of the deceased victim, Jesse Floyd McCoy, Jr., seek 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 April 1, 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 Jesse Floyd McCoy, age **37,** was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70. par. 72(c)), to wit: voluntary manslaughter. Ill. Rev. Stat. 1979, ch. 38, par. 9—1.

2. That on December 29, 1980, the victim was shot during a verbal dispute with the offender, who was known to him. The incident occurred on the street at 5th and Vermont, Quincy, Illinois. The victim was pronounced dead at the scene of the incident.

3. That the Claimant, Helen A. McCoy, seeks compensation for funeral expenses only. The Claimant, Leah Jean Gruenert, seeks compensation for loss of support for her minor children Leah Jzannette McCoy, age 10, and Maria Ellana McCoy, age 8.

4. That the Claimant, Helen A. McCoy, incurred funeral and burial expenses as a result of the victim's death in the amount of $2,354.95.

5. That pursuant to section 2(h) of the Act (Ill. Rev. Stat. 2979, ch. 70, par. 72(h)), if a divorced or legally separated applicant is claiming loss of support for a minor child of the deceased, the amount of support for each child shall be based upon the amount of support the minor child received pursuant to the decree for the six months prior to the date of the victim's death. Additionally, loss of support is determined on the basis of the victim's average net monthly earnings for the six months prior to the incident.

6. That under the divorce decree in McCoy v. McCoy, No. 74 D 1204, filed in the circuit court of the Seventh Judicial Circuit, Sangamon County, Illinois, the victim was ordered to pay child support in the amount of $40.00 per week. The victim was employed at the time of the incident and the Claimant has submitted records from the circuit court clerk's office of Adams County, Illinois, which show that the victim was providing his support obligation during the six months prior to the incident.

7. That the victim's youngest minor child, Maria Ellana McCoy, born July 17, 1972, was 8 years of age at the time of the incident and will attain the age of majority on July 17, 1990, which is 9.5 years after the incident.

8. That, based on the age of her youngest minor child, the Claimant, Leah Jean Gruenert, would have received support payments from the victim in the amount of $40.00 per week for 9.5 years until the child attained the age of majority. The projected loss of support amounts to $19,760.00, which is in excess of $15,000.00, which is the maximum compensable award under section 10.1(f) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 80.1(f).

9. 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.

10. That the Claimant, Helen A. McCoy, has received $255.00 from the Social Security Administration and $450.00 from the Veteran's Administration as a result of the victim's death that can be counted as applicable deductions under section 7.1(a)(7) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 77.1(a)(7).

11. That after making all the applicable deductions under the Act, the pecuniary loss of the Claimants resulting from the victim's death is in excess of the $15,000.00 maximum allowed in section 10.1(f) of the Act.

12. That the Claimant, Helen A. McCoy, is entitled to an award based on the following:

Funeral expenses	**$2,354.95**
Less Social Security benefits	**- 255.00**
Less Veteran's Administration Reimbursement	**- 450.00**
Total	**$1,649.95**

13. That the Claimant, Leah Jean Gruenert, is entitled to an award on behalf of her children based on their projected loss of support in the amount of $19,760.00. As there is a $15,000.00 maximum compensable amount, the Claimant's children are entitled to an award in the amount of $13,350.05.

14. That the Claimant, Leah Jean Gruenert's, interest would be best served if the award hereunder would be paid pursuant to the installment provision of section **11.1** of the Act. Ill. Rev. Stat. **1979,** ch. 70, par. **81.1.**

It is hereby ordered that the sum of **$1,649.95** (one thousand six hundred forty-nine dollars and ninety-five cents) be and is hereby awarded to Helen A. McCoy, mother of Jesse Floyd McCoy, Jr., an innocent victim **of a** violent crime.

It is further ordered that the sum of **$13,350.05** (thirteen thousand three hundred fifty dollars and five cents) be and is hereby awarded to Leah Jean Gruenert, former wife of Jesse Floyd McCoy, Jr., an innocent victim of **a** violent crime to be paid and disbursed to her as follows:

(a) **$5,350.05** (five thousand three hundred and fifty dollars and five cents) to be paid to Leah Jean Gruenert in a lump sum;

(b) Fifty **(50)** equal monthly payments of $160.00 (one hundred sixty dollars) each to be paid to Leah Jean Gruenert for the use and benefit **of** Leah Jzannette McCoy and Maria Ellana McCoy;

(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. 81-CV-0889—Claimant awarded **$53.35.)**

In re **APPLICATION OF WANDA K. HAMILTON.**

***Opinion filed January* 6,1983.**

MARK WEBER, for Claimant.

TYRONE C. FAHNER, Attorney General (**FAITH S. SALSBURG,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*remedies* ***not exhausted—claim partially dismissed.*** Portion of claim pertaining to medical expenses incurred by innocent victim of aggravated battery was dismissed as victim failed to exhaust other sources of recovery available to her in that she did not inform her medical providers that she was a Public Aid recipient.

SAME—*aggravated* ***buttery—loss of earnings—award grunted.*** Victim of aggravated battery was granted award for loss of earnings suffered due to incident.

POCH, J.

This claim arises out of an incident that occurred on January 2, 1981. Wanda K. Hamilton, 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 April 28, 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, Wanda K. Hamilton, age 20, was a victim of a violent crime, as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: aggravated battery. Ill. Rev. Stat. 1979, ch. 38, par. 12—4.

2. That on January 2, 1981, the Claimant was stabbed by one of four unknown offenders during the course of an armed robbery. The incident occurred on the street at 1549 West Ogden Avenue, Chicago, Illinois. The Claimant and her husband were walking home when they were approached by four unknown offenders who demanded the couple's money. When the Claimant resisted, one of the offenders stabbed her, took the couple's money, and all four offenders fled the scene. The Claimant was taken to University of Illinois Hospital for treatment of her 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 $9,781.05, none of which was paid by insurance, leaving a balance of $9,781.05. At the time of the incident, the Claimant was entitled to medical assistance through the Illinois Department of Public Aid, under case identification No. 7-200-K18805; however, the Claimant neglected to inform her medical providers of this fact. The University of Illinois Hospital subsequently applied for public aid medical assistance on behalf of the Claimant on January 8, 1981, and the Claimant was denied on February 9, 1981, due to her failure to keep an appointment necessary to determine her eligibility.

One of the Claimant's medical bills was covered by public aid after the medical provider billed its charges to the Illinois Department of Public Aid. This bill was covered in the amount of $363.00, leaving the Claimant responsible for $9,418.05.

5. That pursuant to section 10.1(g) (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(g)), compensation under this Act is a secondary source of compensation, and the applicant must show that she has exhausted the benefits reasonably available under governmental or health insurance programs, including the State public aid program.

6. That the Claimant has failed to exhaust other remedies and sources of recovery available to her, in that she failed to inform her medical providers that she was a public aid recipient. Therefore in accordance with section 10.1(g) of the Act, the Claimant's failure to exhaust the remedies available to her through the Illinois Department of Public Aid must result in the dismissal of that portion of her claim.

7. That the Claimant was employed by Rival Manufacturing Company and Szabo Foods prior to the injury and her average monthly earnings were $232.23. Claimant was disabled and unable to work from January 5, 1981, to February 5, 1981, a period of one month and two working days.

8. That section 2(b) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(h)) 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.

9. That based on $232.23 per month, the maximum compensation for loss of earnings for one month and two working days is $253.35.

10. That pursuant to section 10.1(e) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(e)), 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.

11. That the Claimant has not received any reimbursements that can be counted as applicable deductions.

12. That the Claimant is entitled to an award based on the following:

Compensable loss of earnings	$253.35
Less $200.00 deductible	-200.00
Total	$ 53.35

It is hereby ordered that the sum of $53.35 (fifty-three dollars and thirty-five cents) be and is hereby awarded to Wanda K. Hamilton, an innocent victim of a violent crime.

It is further ordered that the claim for compensation for medical/hospital expenses of the Claimant be and is hereby denied.

(No. 82-CV-0006—Claim denied.)

In re APPLICATION OF JOHN MATES.

Order filed March 28, 1983.

JOHN MATES, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*shooting victim—refusal to prosecute—claim denied.* Claim for benefits under Crime Victims Compensation Act was denied where evidence established that victim of shooting incident refused to prosecute offender who was known to him and the offender was released without being charged, and the Act provides that a person is entitled to benefits only if the appropriate officials are notified of the crime and the Claimant cooperates fully in the apprehension and prosecution of the assailant.

POCH, J.

This claim arises out of an incident that occurred on May 15, 1981. John Mates, 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 July 2, 1981, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinios. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on May 16, 1981, the Claimant was shot by an unknown offender during the course of a verbal dispute. The incident occurred on the street at 2327 South Sawyer, Chicago, Illinois. The Claimant was taken to St. Anthony Hospital for treatment of a gunshot wound to his thigh.

During the course of the police investigation, the Claimant positively identified the offender. However, he refused to prosecute and the offender was released without being charged.

2. That sections 6.1(c) and (d) of the Act (Ill. Rev. Stat. 1979, ch. 70, pars. 76.1(c), (d)),state that a person is entitled to compensation under the Act if the appropriate law enforcement officials were notified of the perpetration of the crime and the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

3. That it appears from the police report that the Claimant declined to cooperate fully with law enforcement officials in the apprehension of the assailant, in that he knew who the offender was but declined to press charges against him.

4. By reason of the Claimant's refusal to fully cooperate with law enforcement officials in the apprehension and prosecution of the assailant as required by the Act, he is not eligible for compensation thereunder.

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

(No. 82-CV-0268—Claim denied.)

In re APPLICATION OF JACINTA MARTINEZ.

Order *filed March* 28,1983.

JACINTA MARTINEZ, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*shooting—contributory* conduct *by victim—claim* denied. Claim for funeral expenses and loss of support denied as investigatory report concerning shooting incident showed that both victim and assailant had drawn handguns and commenced firing in midst of argument, thereby precluding recovery under Act since recovery is allowed only if victim's conduct did not directly or indirectly contribute to injury or death.

POCH, J.

This claim arises out of an incident that occurred on March 29, 1981. Jacinta Martinez, wife of the victim, Zenon Martinez, 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 csrefully considered the application for benefits submitted on September 23, 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 on these documents and other evidence submitted to the Court, the Court finds:

1. That on March 29, 1981, the victim was shot during an exchange of gunfire with an individual who was known to him. The incident occurred at 1634 North Artesian Avenue, Chicago, Illinois. The victim was pronounced dead on arrival at St. Elizabeth's Hospital.

Police investigation revealed that the victim was engaged in an argument with another individual when both produced handguns and began shooting at each other. The victim was fatally wounded in the exchange and the other individual was also shot. The weapon of the victim was recovered by the police at the scene. Based on the circumstances of the incident, the State's Attorney office refused to charge the surviving individual.

2. That the Claimant seeks compensation for funeral expenses and **loss** of support.

3. That section 10.1 of the Act (Ill. Rev. Stat. 1979, ch. 70, par. **80.1)** indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

4. That it appears from the investigatory report and the police report that the victim's death **was** substantially attributable to the fact that he was armed at the time of the incident and engaged in an exchange of gunfire with another individual.

5. That without addressing the merits of other issues raised **in** the investigatory report, the victim's conduct contributed to his death to such an extent as ***to*** warrant that the Claimant be denied entitlement to compensation.

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

(No. 82-CV-0428—Claimants awarded $15,000.00.)

In re APPLICATION OF DORA MAE TATUM AND SCHLINTHA LINDSEY.

Opinion filed *May* 28,1982.

Amended opinion filed June 6,1983.

F. JOHN CUSHING II, for Claimants.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—murder victim—moximum *award—installments.* Maximum award was granted to mother and child of murder victim where evidence established that victim was killed when he confronted individuals who were attempting to steal victim's television set, mother incurred funeral expenses, and victim had minor child dependent on him for support, and child's best interest required that portion of award applicable to child be paid in installments.

POCH, J.

This claim arises out of an incident that occurred on August 15, 1981. Dora Mae Tatum and Schlintha Lindsey, mother of the deceased victim and mother of the victim's minor child, seek 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 November 17, 1981, 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 Frederick Saulter, age 34, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1979, ch. 38, par. 9—1.

2. That on August 15, 1981, the victim was stabbed by three offenders, who were neighbors of the victim. The incident occurred on the street at 5139 South Carpenter, Chicago, Illinois. The incident occurred when the victim confronted the three offenders in the alley behind his apartment building, in the process of stealing the victim's television set. One of the offenders then attacked and stabbed the victim several times, and all three offenders fled the scene. The victim was pronounced dead at Englewood Hospital.

3. That the Claimant, Dora Mae Tatum, seeks compensation for funeral expenses only. She was not dependent upon the victim for support.

4. That the Claimant, Dora Mae Tatum, incurred funeral and burial expenses as a result of the victim's death in the amount of $1,898.00.

5. That the Claimant, Schlintha Lindsey, seeks compensation for loss of support for the deceased victim's minor child, Frederica Lindsey, born on February 16, 1982, six months after the death of the victim.

6. That the Claimant, Schlintha Lindsey, has submitted a copy of a Social Security award certificate, which indicates that the child born after the victim's death, Frederica Lindsey, is entitled to Social Security benefits on the victim's account. However, this Claimant has not submitted any evidence that the victim was providing support for the Claimant in reasonable expectation that he would support the child.

7. That pursuant to section 10.1(e) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 80.1(e)), 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 Workmen's Compensation Act, Dram Shop Act, Federal medi-

care, 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 benefits 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.

8. That the Claimant, Dora Mae Tatum, has received $255.00 in reimbursements from the Social Security Administration as a result of the victim's death that can be counted as applicable deductions.

9. That the Claimant, Dora Mae Tatum, has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

10. That the Claimant, Dora Mae Tatum, is entitled to an award based on the following:

Funeral expenses	**$1,898.00**
Less Social Security benefit	**- 255.00**
Less $200.00 deductible	**- 200.00**
Total	**$1,443.00**

11. That the Claimant, Schlintha Lindsey, having not submitted the necessary evidence needed to support her claim for loss of support, has not met a required condition precedent for compensation under the Act.

It is hereby ordered that the sum of **$1,443.00** (one thousand four hundred forty-three dollars) be and is hereby awarded to Dora Mae Tatum, mother of Frederick Saulter, an innocent victim of a violent crime.

It is further ordered that the claim of Schlintha Lindsey be and is hereby denied.

AMENDED OPINION

POCH, J.

This claim arises out of an incident that occurred on

August 15, 1981. Schlintha Lindsey, mother of the deceased victim's minor child, 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 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 deceased victim, Frederick Saulter, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1979, ch. 38, par. 9—1.

2. That earlier, this Court awarded Claimant Dora Mae Tatum, mother of the deceased victim, $1,443.00 for funeral expenses.

3. That the Claimant Schlintha Lindsey seeks compensation for loss of support for her minor child, Frederica, age 14 months, born six months after the victim's death.

4. That subsequent to the initial investigation by the office of the Attorney General, the Claimant has submitted sufficient evidence to demonstrate that the victim, Frederick Saulter, was the father of the minor child, Frederica, born after his death.

5. That further, the Claimant has demonstrated that she was dependent on the victim for support at the time of his death and that had the victim lived, he would have assumed responsibility for the support of their minor child.

6. That prior to his death, the victim was employed by Zenith Controls, Inc., and his average monthly earnings were $523.39.

7. That section 2(h) of the Act states ". . . loss of support 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." Ill. Rev. Stat. 1979, ch. 70, par. 72(h).

8. That Claimant Schlintha Lindsey's claim for loss of support is in excess of the $15,000.00 maximum award compensable under the Act.

9. That this claim complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

10. 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. Ill. Rev. Stat. 1979, ch. 70, par. 80.1(e).

11. That the Claimant Dora Mae Tatum has received $1,443.00 for funeral expenses as a result of the victim's death that must be deducted from the $15,000.00 award.

12. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is $13,557.00.

13. That the Claimant's interest would be best served if the award hereunder would be paid pursuant to the installment provision of section 11.1 of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 81.1.

It is therefore hereby ordered that the sum of $13,557.00 (thirteen thousand five hundred fifty-seven dollars) be and is hereby awarded to Schlintha Lindsey, on behalf of Frederica Lindsey, daughter of Frederick Saulter, an innocent victim of a violent crime to be paid and disbursed to her as follows:

(a) $3,557.00 (three thousand five hundred fifty-seven dollars) in a lump sum to be paid to Schlintha Lindsey for the use and benefit of her minor child, Frederica Lindsey;

(h) Twenty (20) equal monthly payments of $500.00 (five hundred dollars) each to he paid to Schlintha Lindsey for the use and benefit of her minor child, Frederica Lindsey;

(c) In the event of the death or marriage of the Claimant or the Claimant's child, 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. 82-CV-0770—Claimantawarded $15,000.00.)

In re APPLICATION OF AIDAN MONAHAN.

Opinion filed January24,1983.

AIDAN MONAHAN, pro *se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ***Am—murder victim—maximum award—installments.*** Husband and children of innocent victim of murder were granted maximum award as loss, after applicable deductions, exceeded maximum

allowable award, and portion of award applicable to minor children was ordered payable in installments to best serve interests **of** children.

POCH, J.

This claim arises out of an incident that occurred on September 2, 1981. Aidan Monahan, husband of the deceased victim, Kathleen Monahan, 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 March 2, 1982, 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's deceased wife, Kathleen Monahan, age 29, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: murder. Ill. Rev. Stat. 1979, ch. **38,** par. 9—1.

2. That on September 2, 1981, the victim was stabbed to death by an unknown offender for no apparent reason. The incident occurred in a parking lot at 4729 North Central, Chicago, Illinois. The victim was taken to Northwest Hospital where she was pronounced dead on arrival.

The offender was apprehended, prosecuted and convicted on the charges of murder, attempted rape and armed violence.

3. That the Claimant seeks compensation for funeral expenses and for loss of support for Joseph Monahan, age 7, born February 22, 1974, and Patrick Monahan, age 6, born January 20,1975.

4. That the Claimant incurred funeral and burial expenses in the amount of $5,287.00. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum award of $2,000.00. Ill. Rev. Stat. 1979, ch. 70, par. 72(h).

5. The Claimant and his children Joseph and Patrick were partially dependent upon the victim for support.

6. That prior to her death, the victim was employed by Monahan Landscaping and her average monthly earnings were in excess of $750.00.

7. That section 2(h) of the Act states ". . . loss of support 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 the victim was 29 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,*** 1978, Life Tables, Vol. 11, her life expectancy would have been 79 years. The projected loss of support for 50 years is in excess of the $15,000.00 which is the maximum amount compensable under section 10.1(f) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 80.1(f).

9. That this claim complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

10. 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.

11. That the Claimant has received $255.00 from the Social Security Administration as a result of the victim's death that can be counted as an applicable deduction under section 7.1(a)(7) of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 77.1(a)(7).

12. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is in excess of the $15,000.00 maximum allowed in section 10.1(f) of the Act.

13. That the Claimant's interest would be best served if the award hereunder would be paid pursuant to the installment provision of section 11.1 of the Act. Ill. Rev. Stat. 1979, ch. 70, par. 81.1.

It is therefore, hereby ordered that the sum of $15,000.00 (fifteen thousand dollars) be and is hereby awarded to Aidan Monahan, husband of Kathleen Monahan, an innocent victim of a violent crime to be paid and disbursed to him as follows:

(a) $2,250.00 (two thousand two hundred fifty dollars) to be paid to Aidan Monahan;

(b) Seventeen (17) equal monthly payments of $750.00 (seven hundred fifty dollars) each to be paid to Aidan Monahan for the use and benefit of Joseph Monahan and Patrick Monahan;

(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. 83-CV-0757—Claimant awarded $2,000.00.)

In re APPLICATION OF BARBARA LULKOWSKI.

Opinion filed April 18, 1983.

BARBARA LULKOWSKI, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*reckless homicide—funeral expenses allowed.* The maximum award for funeral expenses, $2,000.00, was allowed Claimant for expenses incurred on behalf of deceased victim who died as result of reckless homicide.

POCH, J.

This claim arises out of an incident that occurred on January 20, 1983. Barbara Lulkowski, mother of the deceased victim, Teresa Lulkowski, 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 February 16, 1983, 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's deceased daughter, Teresa Lulkowski, age 21, was a victim of a violent crime as defined in section 2(c) of the Act (Ill. Rev. Stat. 1979, ch. 70, par. 72(c)), to wit: reckless homicide. Ill. Rev. Stat. 1979, ch. 38, par. 9—3.

2. That on January 20, 1983, the victim was struck by a motor vehicle driven by an unknown offender. The incident occurred as the victim was walking along the

road at 13300 South Western Avenue, Blue Island, Illinois. The driver of the motor vehicle fled the scene of the incident and has not been apprehended. The victim was taken to St. Francis Hospital where she was pronounced dead on arrival.

3. That the Claimant seeks compensation under the Act for funeral expenses only. The Claimant was not dependent upon the victim for support.

4. That funeral and burial expenses were paid by the Claimant in the amount of $3,332.00. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum amount of $2,000.00.

5. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

6. 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. Ill. Rev. Stat. **1979,** ch. **70,** par. 80.1(e).

7. That the Claimant has received no reimbursements as a result of the victim's death that can be counted as applicable deductions.

8. That after making **all** the applicable deductions under the Act, the Claimant's loss is in excess of the

$2,000.00 maximum award deemed compensable under the Act for funeral benefits.

It is hereby ordered that the sum of $2,000.00 (two thousand dollars) be and is hereby awarded to Barbara Lulkowski, mother of Teresa Lulkowski, an innocent victim of a violent crime.

CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL
FY 1983

75-CV-0147	Martinez, Doris J.	Dismissed
75-CV-0581	Morales, Richard	Dismissed
76-CV-0058	McCool, Eddie	Denied
76-CV-0186	Dzing, Janet M.	$ 1,397.79
76-CV-0246	Webster, David R.	Dismissed
76-CV-0269	Parrish, John C., Sharp, Donna Sue & Sharp, Alvin E.	7,218.56
76-CV-0275	Montgomery, Patricia	Dismissed
76-CV-0346	Garner, Joe	Dismissed
76-CV-0526	Buick, Leroy	Dismissed
76-CV-0551	DePalma, Julia	Dismissed
76-CV-0552	DePalma, Julia	Dismissed
76-CV-0674	Jaquez, Gloria Garcia	Dismissed
76-CV-0813	Lange, Hulda	164.37
76-CV-1015	Heredia, Jose A.	Dismissed
76-CV-1047	Wysocki, David	Dismissed
76-CV-1067	Washington, Delores	Dismissed
76-CV-1140	Gallagher, Eleanor, Gallagher, Wendy & Gibelyou, Grace	10,000.00
76-CV-1178	Dagdadon, Terrence	Dismissed
76-CV-1236	Maldonado, John	Dismissed
76-CV-1247	Maldonado, John	Dismissed
76-CV-1248	Maldonado, John	Dismissed
76-CV-1249	Maldonado, John	Dismissed
76-CV-1317	Taylor, Ronald	Dismissed
76-CV-1407	Tindall, Harold	3,194.37
76-CV-1488	Morrissey, Craig	2,000.00
76-CV-1519	Ridley, Alberta	640.00
76-CV-1528	Jenkins, Willie E.	Dismissed
76-CV-1575	Janak, Theresa	1,601.45
77-CV-0018	Walker, Mary Ann	360.00
77-CV-0097	Rose, Ronny	Dismissed
77-CV-0128	Cordero, Andres	Denied
77-CV-0220	Ortery, James	Dismissed
77-CV-0257	Winfrey, Vicki J.	10,000.00
77-CV-0270	Williams, James	Dismissed
77-CV-0360	Dixon, Murray, Jr.	Dismissed

77-CV-0402	Stufflebeam, Virginia Carol	Dismissed
77-CV-0462	Terrell, Tyrone	2,600.00
77-CV-0465	Bush, Raymond E. & Bush, Jackie	9,950.00
77-CV-0498	Washington, Louise	Dismissed
77-CV-0512	DeRose, Patricia DeCarlo	Dismissed
77-CV-0519	Batey, Will	Dismissed
77-CV-0533	Nemetz, Arthur	689.40
77-CV-0572	Thomas, Gloria A.	10,000.00
77-CV-0622	Yancy, Pearline B.	Denied
77-CV-0628	Rich, Edith Darlene	Dismissed
77-CV-0703	Scott, Lula	850.00
77-CV-0710	Gibbs, Wilbert	Dismissed
77-CV-0716	Daill, Garland F., Jr.	1,761.25
77-CV-0741	Gonzalez, Marian	10,000.00
77-CV-0782	Almanza, Sandra	Denied
78-CV-0027	Raty, Robert	5,115.60
78-CV-0030	Martin, Debra K.	Dismissed
78-CV-0080	Avila, Donaciano, Sr.	1,998.75
78-CV-0082	Cabrera, Irma	10,000.00
78-CV-0107	Chiarelli, John A.	Dismissed
78-CV-0163	Dickerson, Richard	Dismissed
78-CV-0166	Meyer, Ernie	10,000.00
78-CV-0208	Wyzykowski, Albert J.	5,911.71
78-CV-0216	Howard, Jeanita Daeniel	1,208.44
78-CV-0231	Tolen, Dennis	Dismissed
78-CV-0315	Gatschenberger, Thomas Joseph	Denied
78-CV-0323	Pratt, Ralph	3,116.84
78-CV-0338	Eisenstein, Anita Kay	Denied
78-CV-0366	Olalde, Crecencia	Dismissed
78-CV-0371	Damico, Joe	Dismissed
78-CV-0451	Slaughter, Glenda	10,000.00
78-CV-0488	Hattar, Jiries	6,328.44
78-CV-0493	Merges, Sandra J.	7,000.00
78-CV-0510	Johnson, Joyce M.	24.92
78-CV-0521	Clemmons, Van Buren	Denied
78-CV-0532	Martin, Darnell Lamont	Dismissed
78-CV-0578	Boyce, Helen	Dismissed
78-CV-0618	Slaven, Stanley	Dismissed
78-CV-0633	Holland, Raymond, Arnold, Joyce Ann & Arnold, Vita Marie	7,000.00
78-CV-0657	Slaughter, Glenda	10,000.00
78-CV-0730	Andersen, Laura M.	Dismissed

78-CV-0732	Lee, Charles	Dismissed
78-CV-0742	Schemp, Hazel	Dismissed
78-CV-0754	Song, Keum Ok	Dismissed
78-CV-0771	Conkle, Peggy Louise	Dismissed
79-CV-0015	Johnson, Archie T.	Denied
79-CV-0024	Balje, Robert	Dismissed
79-CV-0036	Tafolla, Maria Williams, Castro, Adolfo; Castro, Raul & Castro, Patricia	1,451.00
79-CV-0109	Spencer, Rodney	7,076.71
79-CV-0151	London, Cornel1	Denied
79-CV-0169	Odle, Allen D.	Dismissed
79-CV-0204	Bishop, Herman, Jr. & Wallace, Fanny	2,000.00
79-CV-0233	Carrasco, Sebastian	7,185.72
79-CV-0272	Liebich, Thomas	Dismissed
79-CV-0274	Jankovic, Milutin	Dismissed
79-CV-0293	Soppi, Frank M.	Dismissed
79-CV-0301	Flynn, Janice S.	Dismissed
79-CV-0310	Ilardo, Marilyn	2,000.00
79-CV-0332	Hullett, Joan	10,000.00
79-CV-0345	Andino, Mary Lou & Andino, Santos	300.15
79-CV-0368	***Scott,*** James	2,954.42
79-CV-0369	Heredin, Marcelino	Dismissed
79-CV-0386	Lynch, Samuel Ray	2,149.09
79-CV-0417	Longstreet, Condol	Dismissed
80-CV-0005	Lynch, Samuel Ray	Consolidated & paid under 79-CV-0386
80-CV-0009	Knight, Earl	Dismissed
80-CV-0027	Gilmore, James	Dismissed
80-CV-0034	Morales, Joel A.	Dismissed
80-CV-0058	Roos, Clarence	Denied
80-CV-0084	Restivo, Brett M.	Dismissed
80-CV-0089	Wilson, James H.	990.45
80-CV-0094	Layden, Marjorie J.	Dismissed
80-CV-0104	Bijarro, Tony & Guzman, Irma	1,168.00
80-CV-0110	Whang, June	Dismissed
80-CV-0112	Saldana, Arnold	Dismissed
80-CV-0115	Moore, Eddie	2,000.00
80-CV-0117	Marquez, Samuel	Dismissed
80-CV-0139	Bell, Hattie D.	1,490.00
80-CV-0150	Johnson, Johnny, Sr.	675.47
80-CV-0155	Kickstein, George William	32.90
80-CV-0157	Prusener, Arthur Jacob	2,255.75

80-CV-0158	Johnson, Robert	Dismissed
80-CV-0160	Treptow, James R.	8,500
80-CV-0178	Stewart, Bernice	8,000.00
80-CV-0200	Moore, Willie Mae, Felton, Addie & Key, Carrie Bell	2,000.00
80-CV-0218	Gildersleeve, Beatrice	Denied
80-CV-0219	Marks, Ronald L.	Dismissed
80-CV-0228	Norah, Elijah	1,313.37
80-CV-0234	Butler, Mary Ella	Dismissed
80-CV-0235	Wilson, Jean	8,103.11
80-CV-0236	Golab, Walter F.	13,414.01
80-CV-0245	Pelan, Joseph	Denied
80-CV-0248	Harris, Danner &Jordan, Velma	462.00
80-CV-0249	Hernandez, Charlene Jesse	Dismissed
80-CV-0250	Roath, Dorothy	7,316.26
80-CV-0262	Boppart, Irvin	Dismissed
80-CV-0269	Melchiori, Timothy J.	1,228.17
80-CV-0284	Hopper, Allen	Dismissed
80-CV-0296	Lancaster, Ethel E.	Dismissed
80-CV-0305	Strode, James Evans	2,000.00
80-CV-0309	Simmons, Agnes M.	690.00
80-CV-0310	Nelson, Gloria J.	10,000.00
80-CV-0318	Donovan, Peter H.	Dismissed
80-CV-0321	Johnson, Eddie J.	Dismissed
80-CV-0334	Duncan, Rita Marie	Dismissed
80-CV-0354	Fugate, Doris	4,000.00
80-CV-0362	Hull, Reguetta & Hull, Barbara	1,855.00
80-CV-0371	Johnson, Oscar, Jr.	Dismissed
80-CV-0374	McArthur, Keola	Denied
80-CV-0401	Zupkas, Stanley	Denied
80-CV-0403	Mitchell, Mildred V.	Dismissed
80-CV-0405	Nelson, Alice Mae	960.00
80-CV-0412	Youssef, Res Meih El	Denied
80-CV-0420	Lemon, Camy J.	Denied
80-CV-0425	Watts, Oscar Lee	Dismissed
80-CV-0458	Perry, Theodore B.	Dismissed
80-CV-0462	Hason, Fario	Dismissed
80-CV-0490	Vazquez, Felix	1,642.52
80-CV-0491	Haynes, Barbara Ann	Dismissed
80-CV-0499	Johnson, Eddie J.	Dismissed
80-CV-0502	Ruffin, Mary	Dismissed
80-CV-0505	Ruffin, Mary	Dismissed

80-CV-0506	Wood, Dale E., Jr.	Dismissed
80-CV-0512	Mercado, Carmen	1,647.50
80-CV-0518	Taylor, Marcella	190.00
80-CV-0525	Mohn, John Joseph	8,362.85
80-CV-0536	Johnson, Andrew	Dismissed
80-CV-0540	Sibua, Richard J.	37.95
80-CV-0557	Collier, Geraldine	2,000.00
80-CV-0566	Thomas, Fay	Dismissed
80-CV-0573	Todd, Jerry Dean	Denied
80-CV-0577	Peacock, Richard	8,000.00
80-CV-0590	Kostopoulos, Penelope	Dismissed
80-CV-0591	Spalding, John L.	Dismissed
80-CV-0594	Durham, Mildred A.	15,000.00
80-CV-0595	Bryant, Albert	Dismissed
80-CV-0600	Swearingen, Kevin L.	3,130.48
80-CV-0607	Alexander, Gye	1,431.34
80-CV-0609	Brusky, Margaret	2,000.00
80-CV-0623	Galvan, Salvstiano	1,288.95
80-CV-0635	Musinski, John J. & Potter, Sarah	1,500.00
80-CV-0640	Ruffin, Mary	Dismissed
80-CV-0641	Ruffin, Mary	15,000.00
80-CV-0652	Tyler, Perry	Dismissed
80-CV-0660	Mitchell, Anthony	9,389.85
80-CV-0670	Campbell, Stephen A.	Dismissed
80-CV-0692	Glenn, Susan	1,018.50
80-CV-0693	Glover, Ledora	Denied
80-CV-0696	Johnson, Oscar, Jr.	Dismissed
80-CV-0704	Salm, Cheryl	2,000.00
80-CV-0707	Tam, Ching Yuk	Denied
80-CV-0712	Webb, David	Denied
80-CV-0721	Neal, Thomas L.	Dismissed
80-CV-0722	Stevenson, Anna	237.50
80-CV-0727	Buegel, Lawrence Milo	242.87
80-CV-0735	Lynch, Nancy	Denied
80-CV-0746	Bowman, Janie V.	1,278.00
80-CV-0747	Brown, Sandra	12,500.00
80-CV-0748	Cerven, George M.	1,861.75
80-CV-0761	Marchan, Agustin	Denied
80-CV-0765	Stevenson, Christine	1,613.00
80-CV-0769	Zabraniak, Richard	1,171.50
80-CV-0773	Gordon, Kenneth	Denied
80-CV-0774	Wenk, Julius	10,000.00

80-CV-0775	Boling, Arvenia A. & Boling, Jolli	Dismissed
80-CV-0798	Williams, Tommie J.	48.27
80-CV-0800	Zielinski, Mary	10,000.00
80-CV-0802	Del Real, Miguel	Dismissed
80-CV-0811	Sykes, Ruth M.	Dismissed
80-CV-0815	Cerven, George M.	Consolidated & paid under 80-CV-0748)
80-CV-0816	Cristofano, Mary D.	Dismissed
80-CV-0819	Knox, Hosea	1,806.00
80-CV-0821	Littwin, William L.	4,139.09
80-CV-0828	Thomas, Elzina	1,315.69
80-CV-0830	Casey, Dennis R.	3,902.96
81-CV-0007	Fundukian, Susan Kay	Denied
81-CV-0012	McCoy, C.L.	665.00
81-CV-0014	Motyka, John	Dismissed
81-CV-0021	Wimunc, Paul G.	237.35
81-CV-0024	Burger, David	Denied
81-CV-0035	Hoskins, Anthony	15,000.00
81-CV-0038	Munoz, Jose De Jeuse	1,787.86
81-CV-0046	Melencia, Vlasta	690.28
81-CV-0047	Wadie, Ann J.	687.29
81-CV-0049	Hawkins, Lonnie J.	Dismissed
81-CV-0055	Watts, Gladys Rivera	1,842.95
81-CV-0061	Mollin, Joseph G.	Dismissed
81-CV-0062	Piehl, Charlotte M.	Dismissed
81-CV-0064	Robins, Luevinuer	1,478.20
81-CV-0070	Hilliard, Arlene R. & Hilliard, Hattie	Denied
81-CV-0074	Collier, Joseph	Dismissed
81-CV-0090	McGowen, Harold E.	Dismissed
81-CV-0095	Alvarez, Carmelo	2,000.00
81-CV-0099	Milton, Willie Mae	1,250.00
81-CV-0104	Simmons, Ethel Mae	553.28
81-CV-0107	Vins, Charles & Vins, James	65.72
81-CV-0110	Hamilton, Michael T.	Dismissed
81-CV-0112	Hunt, Patricia	Denied
81-CV-0115	Sanchez, Clara	5,000.00
81-CV-0118	Aguilar, Ofelia	1,320.99
81-CV-0137	Beth, Carol Lynn	Denied
81-CV-0138	Cardona, Hector	3,779.43
81-CV-0144	Kemp, Mary L.	2,000.00
81-CV-0145	Llorens, Kim	7,500.00
81-CV-0148	Savic, Zivko	2,000.00

81-CV-0165	Hobbs, Willie	Denied
81-CV-0177	Oliver, Daniel	Denied
81-CV-0180	Wells, Darrell	795.50
81-CV-0189	Bohn, Bette Jane & Bohn, Peter W.	2,200.00
81-CV-0192	Harris, Oralene; Harris, Donald H., Sr.; Harris, Margaret & Harris, Kimberly	441.90
81-CV-0194	Mack, Charles L.	1,739.60
81-CV-0200	Schroeder, Robert E.	3,345.78
81-CV-0202	Weisenberger, Karen Sue	Dismissed
81-CV-0207	Nowosadzki, Martin P.	415.56
81-CV-0211	Figueroa, Teodora	2,000.00
81-CV-0229	Weathersby, Maggie J.	Denied
81-CV-0240	Caroll, William & Violet	Dismissed
81-CV-0248	Lewis, Praythion	15,000.00
81-CV-0250	Maracle, Beverly C.	Dismissed
81-CV-0261	Harris, Paul R.	Denied
81-CV-0265	Shaw, Dolores	752.12
81-CV-0269	Bergstrom, James T.	Denied
81-CV-0271	Bowens, Lorsie L.	705.00
81-CV-0272	Brown, Myrtle	378.65
81-CV-0276	Harris, Ernesteine	1,495.00
81-CV-0281	Morey, Dale Wayne	5,394.39
81-CV-0287	Shavers, Mamie	1,469.00
81-CV-0306	York, James E.	Dismissed
81-CV-0314	Garrison, James Donald	Denied
81-CV-0318	Khamphouy, Sirisak	1,216.00
81-CV-0319	Kort, Stephan	5,798.82
81-CV-0329	Porter, David	206.80
81-CV-0347	Cripps, Mary J.	1,000.00
81-CV-0349	Foster, Keith	Denied
81-CV-0352	Jackson, Mattie & Silmon, Sonya	15,000.00
81-CV-0355	Macon, Annie L.	Denied
81-CV-0359	Osorio, Santiago	451.87
81-CV-0367	Shramek, James Paul	1,224.30
81-CV-0369	Tampa, Winnie	Dismissed
81-CV-0374	May, Sarah F.	2,000.00
81-CV-0400	Priske, Steven P.	Denied
81-CV-0401	Cannon, Edward	2,000.00
81-CV-0404	Thomas, Maurice L.	Denied
81-CV-0409	Darnell, Glen E.	Dismissed
81-CV-0412	Badurczyk, Maria	375.49
81-CV-0418	Caras, Joseph D.	3,000.00

81-CV-0420	Dimas, Louis	1,353.83
81-CV-0426	Hondras, Verlena	945.00
81-CV-0427	Jurs, Stephen & Redar, Barbara	2,000.00
81-CV-0433	Marsh, Laverne	Dismissed
81-CV-0434	Merrills, Leota & Merrills, Douglas	302.12
81-CV-0436	Moinuddin, Rashid	Denied
81-CV-0439	Nelson, Elnora	Dismissed
81-CV-0447	Townsend, Walter L.	1,347.80
81-CV-0450	Fortune, Helen	2,000.00
81-CV-0464	Charles, Everald F. & Charles, Leslie	14,785.35
81-CV-0466	Comastro, Katherine; Figlia, Maria & Figlia, Sylvia	15,000.00
81-CV-0474	Magoon, Rosemary	13,500.00
81-CV-0477	Mitchell, Izora	1,514.50
81-CV-0478	Moore, Henry	141.56
81-CV-0479	Mulhall, Frank T.	795.00
81-CV-0487	Rydberg, James J.	6,177.57
81-CV-0490	Serrano, Alfonso	2,124.53
81-CV-0497	Willard, Daaron B.	Denied
81-CV-0506	Becker, Edna	Dismissed
81-CV-0512	Eyiowuawi, Gbolahan R.A.	153.68
81-CV-0514	Fleming, Mark	Denied
81-CV-0521	Lacoco, Diane	2,000.00
81-CV-0523	Mann, Neil B.	635.50
81-CV-0532	Williams, Edward A.	600.00
81-CV-0538	Humphrey, Gail R.	15,000.00
81-CV-0540	Withers, Victoria, Withers, Booker & Cordie	2,050.00
81-CV-0547	Adair, Debra & Reevers, Pearl L.	911.00
81-CV-0548	Watson, Diana L.	Dismissed
81-CV-0550	Tenort, Ethelyn L.	1,60500
81-CV-0551	Swope, Alfreda	1,794.00
81-CV-0563	Jones, Dorothy L.	202.25
81-CV-0564	Jones, Cynthia	233.50
81-CV-0565	Harris, Rosa	1,879.70
81-CV-0566	Gonzalez, Pedro, Jr. & Gonzalez, Pedro, Sr.	2,032.81
81-CV-0568	Figueroa, Carmen Martinez	Denied
81-CV-0572	Cenkov, Angel	Dismissed
81-CV-0573	Batts, Joyce A.	Dismissed
81-CV-0578	Gaven, Gregory T.	Denied
81-CV-0579	Huie, Evelyn F.	2,487.50
81-CV-0580	Knee, Oliver	Denied
81-CV-0584	Marcano, Maria	Dismissed

81-CV-0585	Perez, Daniel	10,000.00
81-CV-0587	Sanchez, Martha	2,000.00
81-CV-0592	Heney, Edithe T.	2,000.00
81-CV-0596	Lower, Elvie A.	Denied
81-CV-0598	Maddox, Marguerite	766.36
81-CV-0599	Mebane, Mary	Denied
81-CV-0602	Randle, Mary Lee	15,000.00
81-CV-0604	Rodriguez, Raymond M.	Dismissed
81-CV-0605	Rozell, Richard J.	4,272.80
21-CV-0606	Silas, Vera E.	1,778.14
81-CV-0608	Simmons, Magnolia	Dism'issed
81-CV-0611	Stokes, John Wesley	1,320.40
81-CV-0613	Vrabel, Elizabeth	Denied
81-CV-0615	Bicek, Richard F. & Bicek, Catherine M.	15,000.00
81-CV-0616	Burke, Francesca	2,079.14
81-CV-0620	Chiu, Kei-Kwong	**1,219.20**
81-CV-0621	Coash, John M.	Dismissed
81-CV-0624	Filpi, Joseph A.	2,168.85
81-CV-0627	Hopfner, Pamela W.	15,000.00
81-CV-0628	Howard, Luberda	15,000.00
81-CV-0630	Hunter, Juliette	1,690.00
81-CV-0646	Staples, Margaret	Denied
81-CV-0649	McKeown, Rita & John Joseph	15,000.00
81-CV-0651	Brunson, Olevier	Denied
81-CV-0655	Dunn, Gerald M.	Dismissed
81-CV-0661	McCloskey, Gloria J.	Dismissed
81-CV-0662	Mack, Sheldon Richard	Denied
81-CV-0664	Walsh, Daniel F.	11,300.92
81-CV-0670	Allen, Rosalyn P.	11,250.00
81-CV-0680	Howard, Sarah L.	295.11
81-CV-0682	Kornaus, Antonia	734.70
81-CV-0685	Meminger, Thomas R.	93.41
81-CV-0686	Montgomery, Vivean	1,861.00
81-CV-0690	Privitt, Kimberly & Roger	2,000.00
81-CV-0691	Straughter, David & Straughter, Tony	15,000.00
81-CV-0694	Viloria, Pablo M.	10,000.00
81-CV-0697	Stevenson, Elton	Denied
81-CV-0698	Gibson, Junnie Lynn Bland	1,634.70
81-CV-0703	Clements, Harold Leon	Denied
81-CV-0704	Coleman, Genella & Coleman, Mildred	2,000.00
81-CV-0705	**Cook,** Seguna O., Sr.	2,000.00
81-CV-0712	Montes, Alicia Flores	15,000.00

81-CV-0713	Harbin, David A.	Denied
81-CV-0719	Max, Donald Edward, Jr.	1,555.90
81-CV-0723	Wayne, Cathy	531.46
81-CV-0742	Stack, Roy	132.25
81-CV-0743	Thomas, Doris	942.00
81-CV-0746	Toliver, Mary A.	1,482.50
81-CV-0754	Booth, Elora	348.30
81-CV-0755	Booth, Elora	105.70
81-CV-0758	Daniels, Herbert Lee	Denied
81-CV-0763	Mathes, Fred	13,989.94
81-CV-0766	Rapuch, Lily Rodriguez	740.39
81-CV-0767	Smith, Eugene P.	Dismissed
81-CV-0769	Wagner, Matthew	2,000.00
81-CV-0770	Williams, James	5,737.68
81-CV-0773	Briggs, Florida	968.17
81-CV-0775	Cockerham, Ethel	Dismissed
81-CV-0777	Dziekonski, Czeslaw	1,348.78
81-CV-0782	Hawkins, Annie	1,650.00
81-CV-0786	Mogbolu, Peter	Dismissed
81-CV-0787	Rudd, Tanya D.	Dismissed
81-CV-0788	Saile, Torsten	156.44
81-CV-0790	Soriano, Delia & Navarro, Maria Lola	1,738.48
81-CV-0791	Whitener, Robert C.	Dismissed
81-CV-0801	Jackson, Kaaren	4,010.75
81-CV-0804	Kay, Gertrude Ursula	350.59
81-CV-0806	Morales, Enrique F.	1,320.74
81-CV-0807	Mrugacz, Lois	268.00
81-CV-0808	Thomas, David D.	Denied
81-CV-0810	Gray, Delores	2,000.00
81-CV-0813	Pratt, Dennis K.	1,829.25
81-CV-0817	McCoy, Helen	1,649.95
81-cv-0819	Mieure, Joe D.	1,176.52
81-CV-0820	Daniels, Kathryn Elaine	527.24
81-CV-0823	Carter, Ruby	15,000.00
81-CV-0825	Fruy, Gilbert	4,537.41
81-CV-0826	Gant, William Charles	641.00
81-CV-0829	Grave, Gene V.	Dismissed
81-CV-0830	Hall, Harold	Dismissed
81-CV-0831	Hollars, Harold, Sr. (Mrs.)	Dismissed
81-CV-0834	Miller, Robert	Denied
81-CV-0845	Kepchar, Alexis J.	522.84
81-CV-0847	Lovstad, Dennis J.	Dismissed

81-CV-0855	Smyth, Brian R.	Dismissed
81-CV-0857	Winchester, Louise N. & Jackson, George Allan	669.53
81-CV-0859	Shelton, Gary Joe	Dismissed
81-CV-0862	Maxwell, Margaret	2,000.00
81-CV-0863	Blum, Douglas C.	6,535.14
81-CV-0864	Campos, Steven	5,914.90
81-CV-0867	Masek, Cory S.	1,812.65
81-CV-0870	Simmons, Kattie	6,725.24
81-CV-0871	Thomas, Nathaniel	937.97
81-CV-0877	Wyant, Mark Owen	3,643.80
81-CV-0878	Elam, Lynn Marie	4,484.06
81-CV-0879	Elam, Delancy	Denied
81-CV-0881	Armstrong, Eddie	3,400.50
81-CV-0884	Arianoutsos, Tom	1,708.30
81-CV-0887	Greil, Gerhardt	Denied
81-CV-0890	Mysyk, Paul	2,000.00
81-CV-0894	Vargas, Esperansa	2,000.00
81-CV-0895	Wilson, Mattie R.	1,461.20
81-CV-0896	Ewing, Mary B.	2,069.00
81-CV-0897	Smith, Tommie	638.29
81-CV-0903	Friend, Ethel A.	Denied
81-CV-0906	Dvorak, Alice J.	5,593.05
81-CV-0908	Fieldbinder, Robert Eugene	Dismissed
81-CV-0911	Bradley, Louise	850.00
81-CV-0912	Brown, Betty Jean	15,000.00
81-CV-0913	Craig, Boise & Smith, Melvin	1,916.00
81-CV-0917	Linnear, Abraham, Jr.	1,102.00
81-CV-0922	Pisciotto, Patrick A.	Denied
81-CV-0923	Sharpe, Vernita	2,000.00
81-CV-0926	Webster, Helen T.	Denied
81-CV-0927	Williams, Lloyd	2,883.59
81-CV-0932	Wilson, Catherine	Dismissed
81-CV-0934	Carter, Deborah A.	18.45
81-CV-0945	Torres, Pedro	Dismissed
81-CV-0946	Vaudeman, Delbert J.	Dismissed
81-CV-0953	Mason, Jacqueline	Denied
81-CV-0954	Crockett, Iola Y.	Denied
81-CV-0957	Wilson, Georgia Wren	Denied
81-CV-0958	Marshall, Dexter D.	2,000.00
81-CV-0963	Churmpovoc, Robert R., Jr.	7,795.15
81-CV-0965	Collins, Azeala	Denied
81-CV-0967	Forst, William F.	2,000.00

81-CV-0968	Getson, Richard A.	11,430.24
81-CV-0970	Horton, Leroy	Denied
81-CV-0971	Thachuck, Karen Ladouceur	1,824.10
81-CV-0981	Huber, Raymond & Bonita	Dismissed
81-CV-0982	Wickam, Beverly	Dismissed
81-CV-0986	Vance, Delores Jean	Disniissed
81-CV-0992	Hall, David J.	204.58
81-CV-0993	Titus, Sylvia Lynn	91.97
81-CV-0994	Meeks, Bennie J., Jr.	Denied
81-CV-0995	Ubert, Henry	Denied
81-CV-0996	Vargas, Willie	687.00
81-CV-1004	Hudson, Laura	28.50
81-CV-1009	Martell, Michael P.	Denied
81-CV-1010	Najera, Gloria Giles	Denied
81-CV-1013	Rubio, Julieta	Dismissed
81-CV-1016	Costello, Francis J.	1,090.58
81-CV-1026	Robinson, Barry L.	6,875.60
81-CV-1028	Rush, Jimmie E.	Denied
81-CV-1030	Springs, Yvonne	Dismissed
81-CV-1031	Urdiales, Librada	2,000.00
81-CV-1032	Walker, Claiborne Julius	Dismissed
81-CV-1035	Parmley, Ronnie Dwayne	Denied
81-CV-1039	Noush, Yousef	590.00
81-CV-1040	Blochowicz, Pauline	603.33
81-CV-1041	Bussie, Jolly	Dismissed
81-CV-1042	Cochrane, William G.	Denied
81-CV-1044	Davis, James R.	Denied
81-CV-1046	Lapa, John A.	6,397.45
81-CV-1047	Gualdoni, Beverly Kay & Blout, John	2,000.00
81-CV-1056	Taylor, George E., Jr.	7,057.91
81-CV-1059	Bush, Herlene	2,000.00
81-CV-1062	Hermosillo, Jose M.	Denied
81-CV-1064	Houskin, Leona	1,560.80
81-CV-1066	Joseph, Samuel W.	225.00
81-CV-1069	Murray, Frances & Murray, Gregory	971.19
81-CV-1072	Paris, Victoria	15,000.00
81-CV-1073	Riley, Alex	Dismissed
82-CV-0001	Allen, Carole	1,539.00
82-CV-0003	Dickerson, Mary L.	1,786.25
82-CV-0011	Williams, Eddie	Denied
82-CV-0013	Pozzie, Michael Phillip	1,861.46
82-CV-0014	Russell, Anthony	39.50

82-CV-0017	Durkin, William	Dismissed
82-CV-0018	Kozlarek, Lottie B.	2,000.00
82-CV-0019	Snow, Georgia	2,000.00
82-CV-0022	Smith, Betty	2,000.00
82-CV-0023	Harrington, Ernest	11,621.80
82-CV-0025	Bogdanowicz, Marion	10,466.42
82-CV-0026	Castro, Columba	102.00
82-CV-0027	Cecchin, Antonia	260.14
82-CV-0028	Doty, Betty	Denied
82-CV-0029	Dunson, Joseph Timothy	731.40
82-CV-0030	Ely, Ivory	1,905.02
82-CV-0033	Hennings, Bonnie E.	Denied
82-CV-0035	Ibarra, Manuel	2,000.00
82-CV-0038	Marroquin, Ramon	905.90
82-CV-0039	Martin, Brenda J.	15,000.00
82-CV-0041	O'Connor, Peggy L.	5,177.99
82-CV-0043	Rehner, William & Esther	2,000.00
82-CV-0046	Terrell, Uyless T.	1,097.59
82-CV-0048	Pence, Mary Lou	15,000.00
82-CV-0050	Aschemann, Harold	2,000.00
82-CV-0052	Brown, Catherine & Davis, James Nathaniel	Dismissed
82-CV-0053	Brown, Jewel	816.72
82-CV-0055	Christensen, Paul J.	Dismissed
82-CV-0056	Cisneros, Alfonso	2,000.00
82-CV-0061	Hacha, Jesus	553.00
82-CV-0062	Herrera, Conrado	3,156.59
82-CV-0065	Lindeman, Louella J.	Denied
82-CV-0067	Meza, Carmen & Frances	Denied
82-CV-0068	Nackenhorst, Fred	Dismissed
82-CV-0072	Shenesky, Grace	Denied
82-CV-0073	Snyder, Patricia	Dismissed
82-CV-0076	Agrillio, Paul	2,000.00
82-CV-0077	Applegate, Brenda	793.00
82-CV-0078	Banguearena, Miguel	Denied
82-CV-0080	Clark, Nona M.	308.40
82-CV-0081	Davis, Herman, Sr.	1,432.00
82-CV-0082	Figueroa, Vicente	Dismissed
82-CV-0083	Fitzgerald, Frank	2,000.00
82-CV-0084	Freeman, Herman Lee	15,000.00
82-CV-0085	Hall, Fannie	1,117.50
82-CV-0090	Ortiz, Maria	1,486.42
82-CV-0091	Patterson, Dora	978.75

82-CV-0092	Sardin, Mildred	989.00
82-CV-0094	Scharff, Kathleen M.	15,000.00
82-CV-0095	Batey, Linda Sullivan	15,000.00
82-CV-0100	Auila, Miguel Carlos	1,803.00
82-CV-0101	Blackwell, Bernard	Dismissed
82-CV-0103	Burgert, Steven R.	560.84
82-CV-0104	Ceretto, Richard J.	Dismissed
82-CV-0109	Gibbons, Pamela Sue	449.08
82-CV-0110	Greentree, Cassandra D.	Denied
82-CV-0111	Hadley, Edwin Ray	676.66
82-CV-0112	Harrison, Eddie Pearl	2,000.00
82-CV-0113	Hernandez, Linda	Dismissed
82-CV-0114	Herron, Leslie & Herron, Lewis	15,000.00
82-CV-0115	Hines, Geniver Terrell	2,000.00
82-CV-0117	Karljolic, Barbara	1,461.00
82-CV-0120	Krystyniak, Lewis S.	166.36
82-CV-0124	Moore, Edna	1,523.30
82-CV-0125	McDowell, Randall J.	2,000.00
82-CV-0130	Rothermel, Katherine M.	1,438.34
82-CV-0131	Sandoval, Luis	656.73
82-CV-0134	Shaw, Luella	1,511.00
82-CV-0135	Sutherland, Lillie	1,816.00
82-CV-0137	Vera, Fernando E.	Denied
82-CV-0138	White, Annette	2,000.00
82-CV-0142	Piest, Elizabeth & Harold	2,000.00
82-CV-0144	Bearfield, Freddie	Dismissed
82-CV-0145	Reecher, Bruce	1,180.00
82-CV-0146	Bell, Cynthia Lee	7,263.60
82-CV-0147	Bernstein, Robert L.	Dismissed
82-CV-0148	Bryant, Izzie	1,730.90
82-CV-0149	Castillo, Jose	Dismissed
82-CV-0151	Crum, Jessie L.	Denied
82-CV-0153	Dean, David N.	4,373.33
82-CV-0155	Ehlert, Beverly J.	1,655.02
82-CV-0156	Friason, Gladys N.	813.87
82-CV-0158	Harris, Pearline	1,678.00
82-CV-0161	Holman, Doris	2,760.24
82-CV-0164	McCoy, Allen E.	Denied
82-CV-0167	Mills, Sandra	543.58
82-CV-0168	Mills, Charles R.	1,419.43
82-CV-0170	Pettis, Evelyn	828.75
82-CV-0171	Robinson, Willie	Dismissed

82-CV-0176	Turner, Gladys P.	2,000.00
82-CV-0177	Williams, Annie Ruth	1,714.00
82-CV-0178	Williams, Gloria	Denied
82-CV-0179	Wissinger, Kathleen M.	357.54
82-CV-0180	Coombs, Donna M.	Denied
82-CV-0185	Barela, Maria F. & Barela, Anna	15,000.00
82-CV-0186	Becker, Robert F.	1,562.47
82-CV-0187	Brisk, Alan	1,042.66
82-CV-0189	Coleman, Sheila	1,986.00
82-CV-0190	Connelly, Ann Barry	2,000.00
82-CV-0191	Correa, Rafael V.	1,509.00
82-CV-0195	Granger, Orville	Dismissed
82-CV-0196	Griffin, Janet	15,000.00
82-CV-0197	Gutierrez, Jose S.	Denied
82-CV-0199	Hollaway, James L.	Dismissed
82-CV-0200	Huber, Charles R., Sr.	Dismissed
82-CV-0203	Komers, Beverly A.	15,000.00
82-CV-0204	Langlois, Edward	1,196.71
82-CV-0205	Lauterbach, Peter C.	15,000.00
82-CV-0208	McCord, Peggy	Denied
82-CV-0211	Ramm, Alexander Lee	263.00
82-CV-0215	Sotelo, Stanley L. & Simmons, Judy M.	2,000.00
82-CV-0216	Webb, Robin	Denied
82-CV-0217	Zaragola, Jose	5,911.29
82-CV-0224	Curry, Annie	Denied
82-CV-0225	Dawson, Michael	2,926.23
82-CV-0226	Durkins, Marilyn	15,000.00
82-cv-0227	Garcia, Jaime Luis, Jr.	309.50
82-CV-0228	Grabowski, Thomas J.	589.34
82-CV-0230	Hughes, Earline Woods	Denied
82-CV-0231	Janulis, Christopher	1,465.63
82-CV-0238	Norwood, Leon	776.28
82-CV-0241	Ritsos, Peter	2,000.00
82-CV-0245	Whittaker, Billy	Denied
82-CV-0247	Bowers, John E., Jr.	Denied
82-CV-0248	Bridewell, John	246.60
82-CV-0249	Cavalier, David	153.73
82-CV-0250	Clark, James	2,065.00
82-CV-0254	Falk, Arthur	Denied
82-CV-0255	Galvez, Isidro	4,504.10
82-CV-0256	Gregson, Mary Susan	261.20
82-CV-0259	Householder, A.L.	2,000.00

82-CV-0260	Hoyt, Michael	15,000.00
82-CV-0261	Hoffman, Paul E. & Sidney M.	Denied
82-CV-0262	Jackson, Kenneth L.	2,024.20
82-CV-0263	Jenkins, Emma G.	Denied
82-CV-0269	Miller, John R.	140.36
82-CV-0270	Parker, Dave	893.28
82-CV-0275	Stewart, Darlene	Dismissed
82-CV-0276	Whalen, Michael	159.12
82-CV-0278	Wilson, Howard Duane	Denied
82-CV-0279	Wright, Jessie	Denied
82-CV-0281	Andino, Nelly	2,000.00
82-CV-0282	Beas, Theresa	2,254.50
82-CV-0283	Blake, Janet L.	848.80
82-CV-0284	Brantley, Susie	1,840.00
82-CV-0286	Ciabattari, Arlette Mary	421.87
82-CV-0287	Clifton, Melvin	Denied
82-CV-0290	Hardin, Willie Mae	15,000.00
82-CV-0291	Harkins, Lavon	1,886.75
82-CV-0293	Hetrick, Gerald B.	1,101.37
82-CV-0295	McCee, Barbara L.	9,846.55
82-CV-0296	McCee, Barbara L.	892.20
82-CV-0297	McCee, Barbara	Denied
82-CV-0298	McIntosh, Margaret	Denied
82-CV-0300	Molone, Erma	1,553.19
82-CV-0302	Mucernino, Salvatore F.	1,498.86
82-CV-0305	Pozzie, Edward A., Sr.	41.75
82-CV-0309	Tapper, Charles E.	1,597.38
82-CV-0313	Budziszewski, Zdzislaw	149.10
82-CV-0317	Bilal, El-Amin	255.37
82-CV-0318	Blocker, Frank, Jr.	117.50
82-CV-0319	Brown, Bradley A.	514.00
82-CV-0320	Carter, John	2,000.00
82-CV-0326	Fletcher, Essie	1,608.00
82-CV-0329	Gehringer, Dorothy	1,445.60
82-CV-0330	Harwood, Gloria L.	24.45
82-CV-0332	Holmes, Diane M.	Denied
82-CV-0333	Huffman, Charles H.	2,000.00
82-CV-0334	Jones, Zdattone U.	2,390.92
82-CV-0336	Loyd, Archie	1,212.79
82-CV-0337	McLelland, Rita	1,544.67
82-CV-0339	McMillan, Dorothy Mae	2,000.00

82-CV-0341	O'Neil, Walter	1,477.60
82-CV-0345	Las Pinas, Conrada & Las Pinas, Alejandrino	15,000.00
82-CV-0346	Posey, Dorothy	838.43
82-CV-0347	Ragan, Flossie R.	45.31
82-CV-0348	Rivers, Louise	2,000.00
82-CV-0350	Sanders, Mae Lizzie	575.25
82-CV-0353	Smith, Benjamin D. & Anna L.	1,219.00
82-CV-0355	Swick, Thomas B.	1,617.75
82-CV-0357	Venturoni, Sarah	596.80
82-CV-0359	Wisdom, Richard	17.95
82-CV-0363	Hiser, Marybelle & Mahnken, Connie	15,000.00
82-CV-0364	Isenhower, John	196.56
82-CV-0367	Moody, Juanita	Denied
82-CV-0370	Ray, Louise B.	1,634.50
82-CV-0372	Smith, Rose Koonce	702.41
82-CV-0375	Cruz, Herminio	1,928.45
82-CV-0379	Kippenhan, Verna M.	354.98
82-CV-0380	Maggio, Kathleen	1,377.60
82-CV-0381	Moore, Laroy	Denied
82-CV-0382	McClinton, Lee	1,880.22
82-CV-0384	Majewski, Joseph R.	1,928.00
82-CV-0387	Moore-Pulliam, Barbara Ann	2,633.01
82-CV-0388	Raggs, Nathaniel	2,000.00
82-CV-0393	Spoors, Eleanor	2,000.00
82-CV-0395	Wafla, Bruno	1,233.42
82-CV-0397	Weeks, Robert L.	1,506.95
82-CV-0399	Wilk, Ann Eve	1,772.25
82-CV-0401	Burrow, Floyd R.	432.90
82-CV-0402	Cleary, Peter	Denied
82-CV-0403	Crawford, James David	1,077.86
82-CV-0405	Diggs, Altisha M.	1,928.66
82-CV-0407	Heard, Armand	3,235.68
82-CV-0409	Kelley, David M.	2,069.00
82-CV-0412	Perez, Maria	965.00
82-CV-0413	Riordan, Dennis J.	Dismissed
82-CV-0417	Batts, Bettye Jean	2,000.00
82-CV-0418	Braun, Hildegard	Denied
82-CV-0419	Casford, Orville E.	11,611.86
82-CV-0422	Hogy, James E., Sr.	Dismissed
82-CV-0423	Davis, Barbara A.	1,359.30
82-CV-0425	James, Norma Jean	937.80
82-CV-0426	Jamka, Franciszek	503.32

82-CV-0429	Maldonado, Felipe	900.00
82-CV-0430	Olivera, Elisha	2,000.00
82-CV-0431	Pope, Roger	Dismissed
82-CV-0434	Casteneda, Moises	1,806.78
82-CV-0435	Galloway, Barbara Billops	1,122.00
82-CV-0437	Burwell, John Ed	1,461.36
82-CV-0440	Cooper, Frank Henry	284.00
82-CV-0441	Cortez, Sigfredo	1,196.42
82-CV-0442	Cross, Mary E.	820.00
82-CV-0443	Daly, Ernest, Sr. & Daly, Ernest, Jr.	4,110.96
82-CV-0444	Decker, Benny & Decker, Roy	1,209.56
82-CV-0445	Divincenzo, James	3,051.00
82-CV-0446	Gomez, Jacinto, Sr.	2,000.00
82-CV-0447	Grant, Arthur M.	1,440.00
82-CV-0448	Harding, Edward	Denied
82-CV-0451	Hofmann, Anna M.	2,692.49
82-CV-0452	Hofmann, Marie L.	3,186.54
82-CV-0454	Jackson, Mary	1,666.00
82-CV-0455	Kein, Michael P.	Dismissed
82-CV-0456	Kooyenga, Henry Allen	362.50
82-CV-0458	McCullough, Inez	1,287.50
82-CV-0459	McCullough, Inez	1,287.50
82-CV-0460	Mahan, Shirley	1,660.48
82-CV-0464	Redmond, Mary	1,027.26
82-CV-0466	Staten, A.T.	550.00
82-CV-0467	Stepp, Millard A.	Denied
82-CV-0474	Ballow, Dorothy	2,000.00
82-CV-0477	Coyer, Joseph	Disrnissed
82-CV-0479	Hughes, Randy	4,773.36
82-CV-0481	Lascola, James W.	5,823.74
82-CV-0483	Mickey, Linda Santina	Dismissed
82-CV-0485	Morton, Joe D.	1,538.47
82-CV-0486	Pennington, Beverly	1,125.00
82-CV-0488	Sanders, Raychel	15,000.00
82-CV-0490	Truitt, Junior Lee	2,000.00
82-CV-0491	Walker, Willie R. & Mattie R.	4,304.44
82-CV-0492	Bowen, Christine Sue	15,000.00
82-CV-0496	Dunn, Addie Jacqueline	Denied
82-CV-0497	Durden, Paul	1,339.90
82-CV-0501	Means, Wilma	1,414.68
82-CV-0502	O'Rahilly, John M.	Denied
82-CV-0504	Pace, Ben	2,000.00

82-CV-0505	Sanders, Carolyn A.	15,000.00
82-CV-0507	Sobon, Piotr	159.50
82-CV-0508	Stader, Raymond D.	295.20
82-CV-0510	Albert, Stanley	Dismissed
82-CV-0511	Brown, Viola C.	1,008.92
82-CV-0513	Chappel, Michael	15,000.00
82-CV-0516	Cummings, Irene	2,000.00
82-CV-0518	Hogan, Alice Lee	3,063.65
82-CV-0519	Johnson, Martha	2,000.00
82-CV-0521	LoRusso, Nick	108.48
82-CV-0522	Moralez, Alexander	1,228.70
82-CV-0524	Rogers, Doris	Denied
82-CV-0525	Smith, Leatha & Haynes, Robert	Denied
82-CV-0526	Moore, Marilyn & Lease, Sophie	2,000.00
82-CV-0528	Worker, Darrell L.	840.25
82-CV-0529	Worker, Darrell L.	1,054.75
82-CV-0531	Antti, Joan	Dismissed
82-CV-0532	Burks, Marsha	15,000.00
82-GV-0534	Danner, Denise A.	15,000.00
82-CV-0536	Fields, Raymond L.	1,343.83
82-CV-0537	Glowicki, Ella	1,211.19
82-CV-0539	Johnson, James O.	1,262.80
82-CV-0540	Kidd, Susie	1,334.00
82-CV-0543	Lewis, Rosie Lee	2,000.00
82-CV-0545	Matos, George	Denied
82-CV-0547	Nicks, Robert	6,888.62
82-CV-0548	Olsen, Albert	793.88
82-CV-0549	O'Neill, Mary Ann	4,466.40
82-CV-0553	Schumake, Frank	2,000.00
82-CV-0558	Strenk, Marc Q.	520.00
82-CV-0560	Torrence, Clemitee	2,000.00
82-CV-0562	Aiyela, Vernelle	631.00
82-CV-0563	Burnett, Diane M.	1,653.00
82-CV-0564	Sary, Amrind	15,000.00
82-CV-0565	Corral, Eulalio	1,673.50
82-CV-0568	Guth, James P.	139.98
82-CV-0576	Nelson, Mildred	2,000.00
82-CV-0577	Ozurigbo, Romanus I.	760.00
82-CV-0578	Perez, Luis	362.00
82-CV-0580	Sawyer, Alice Rollins	Denied
82-CV-0583	Stewart, William, Jr.	Denied
	Tanksley, Geraldine	1,951.44

82-CV-0585	Teister, Charles J.	3,911.95
82-CV-0586	Adams, Geraldine & Thompson, Minnie	2,000.00
82-CV-0587	Turner, Helen M.	7,195.84
82-CV-0588	Unal, Huseyin	407.50
82-CV-0589	Wendt, Margaret H.	3,911.89
82-CV-0592	Robards, Lawrence T.	4,287.34
82-CV-0594	Arenberg, Patricia	915.42
82-CV-0596	Barnes, Larry	Denied
82-CV-0597	Brotman, Florence L.	202.00
82-CV-0601	Butler, W.D., Sr.	2,000.00
82-CV-0602	Cross, Mary E.	1,403.00
82-CV-0603	Dark, Francis F.	1,644.80
82-CV-0604	Dawson, Leroy W.	1,525.00
82-CV-0610	Dibattista, Eugene A., Sr.	2,000.00
82-CV-0611	Diguido, Gladys M.	Denied
82-CV-0612	Epstein, Edward B.	111.20
82-CV-0613	Ferguson, William	,Denied
82-CV-0614	Garrison, Martha	786.12
82-CV-0616	Griffin, Mary	1,064.89
82-CV-0617	Haddad, William C.	1,655.60
82-CV-0625	Messina, Carmen A.	2,000~0
82-CV-0626	Miller, Susanna	3,125.89
82-CV-0627	Molendowski, Elizabeth	1,651.06
82-CV-0630	Mosansky, Brian C.	7,336.06
82-CV-0631	Mott, Donald F.	15,000.00
82-CV-0637	Rivera, Petra	1,436.00
82-CV-0639	Sakalauskas, Arthur	Dismissed
82-CV-0641	Scroggins, James Michael	4,260.59
82-CV-0642	Simpson, Juanita	2,238.20
82-CV-0643	Smith, Albert L.	Denied
82-CV-0644	Smith, Osia E.	2,000.00
82-CV-0645	Soto, Ralph, Sr.	1,835.00
82-CV-0648	Steele, Mose	Denied
82-CV-0649	Toms, Connie	Dismissed
82-CV-0650	Totah, Ismail	4,368.75
82-CV-0653	Watson, Clyde	1,260.45
82-CV-0654	White, Steven	1,406.67
82-CV-0655	Woods, Bertha	620.62
82-CV-0657	Zorc, Charles	Dismissed
82-CV-0658	Desir, Wilfrid	15,000.00
82-CV-0660	Levan, Cathy Ellen	Dismissed
82-CV-0663	Boens, Elnora	917.00

82-CV-0664	Britcliffe, Peggie	Denied
82-CV-0665	Chiz, Edward C.	3,482.74
82-CV-0667	Cowie, Bernadette M.	2,407.30
82-CV-0668	Dameron, Eloise	2,000.00
82-CV-0670	Dennis, Erma	2,000.00
82-CV-0673	Ebert, Gene	285.41
82-CV-0674	Hightower, Gary, Jr.	Dismissed
82-CV-0676	Jones, Claude Arthur	580.25
82-CV-0677	Kim, Kwang Nam	15,000.00
82-CV-0678	Klock, Mark S.	1,032.07
82-CV-0680	Martin, Peter	Denied
82-CV-0681	Meadie, Loretta A.	1,902.00
82-CV-0683	McCray, Bernice	1,615.00
82-CV-0685	Pavlovich, Zivko P.	2,000.00
82-CV-0688	Robel, Emil W.	1,733.00
82-CV-0689	Rogers, Parnexter	2,000.00
82-CV-0690	Ross, Myron, Sr.	704.23
82-CV-0691	Schmacht, Edward	15,000.00
82-CV-0693	Walters, Dale R.	637.00
82-CV-0695	Williams, Otho, Sr., & Williams, Milton	1,619.00
82-CV-0696	Martin, Andrew, J., Sr.	1,142.10
82-CV-0698	Anderson, Kenneth & Anderson, Althea	1,564.00
82-CV-0701	Brown, Verneda & Parks, Oretha	1,557.15
82-CV-0702	Bulich, Ronald	3,124.51
82-CV-0703	Calderon, Alberto	Dismissed
82-CV-0705	Cole, Patricia	1,749.00
82-CV-0707	Cooper, Craben L.	1,408.82
82-CV-0709	Dougherty, Philip J.	855.07
82-CV-0710	Gass, Mark A.	226.41
82-CV-0716	Lopez, Humberto	4,257.51
82-CV-0717	Assenza, Norman	Dismissed
82-CV-0720	Panfil, Douglas	Denied
82-CV-0723	Russell, Nehemiah A.	4,716.68
82-CV-0731	Washington, Lucille	883.78
82-CV-0732	Ambrose, Josephine	1,880.00
82-CV-0738	Gee, Brenda S.	Denied
82-CV-0739	Ijitola, Alaba Zach	Denied
82-CV-0742	Larks, Bertha M.	15,000.00
82-CV-0745	Mattox, James W.	2,967.73
82-CV-0748	Reedus, Robert	345.46
82-CV-0749	Robare, William M., III	1,772.55
82-CV-0751	Songer, Roe W.	103.50

82-CV-0752	Witsman, Rodney R.	Denied
82-CV-0753	Ashby, Ila D.	Denied
82-CV-0755	Carlson, Terrance J.	1,782.23
82-CV-0757	Donovan, Marilyn P.	Dismissed
82-CV-0760	Fricke, Karen	1,757.08
82-CV-0763	Hardy, Estelle	2,000.00
82-CV-0765	Hicks, Marion	980.20
82-CV-0766	Marszalek, Joseph	Denied
82-CV-0771	Monday, Debbie	15,000.00
82-CV-0774	Partida, Candelario	5,899.08
82-CV-0777	Robinson, Paul	672.47
82-CV-0779	Rhodes, Oral E.	1,668.40
82-CV-0781	Sjoby, Fatima G.	2,000.00
82-CV-0785	Vargas, Marta	15,000.00
82-CV-0786	White, Shirley & Russell, Ernestine	15,000.00
82-CV-0787	Williams, James G.	848.70
82-CV-0789	Woods, Ollie	1,941.80
82-CV-0792	Bruno, Hector	Denied
82-CV-0801	Brown, James A., Sr.	1,556.45
82-CV-0802	Brown, Leslie H.	2,000.00
82-CV-0804	Campbell, John James, Sr.	201.80
82-CV-0807	Coopwood, Carney F.	3,009.84
82-CV-0809	Craig, Mary	Denied
82-CV-0811	Dixon, Mary Louise	2,000.00
82-CV-0816	Garrett, Rozella	74.51
82-CV-0817	Gonzalez, Virginia	2,000.00
82-CV-0818	Gordon, Gloria J.	Denied
82-CV-0821	Harrison, Charlotte	2,000.00
82-CV-0822	Harvey, Kathryn	1,095.18
82-CV-0825	Hudson, Eugene W.	11.35
82-CV-0828	Jasper, Jessica	15,000.00
82-CV-0832	Kelley, Dowell V. & Tate, Ealton	1,100.00
82-CV-0834	Leach, Ralph	15,000.00
82-CV-0836	Lopez, Juan A.	10,402.52
82-CV-0837	Maldonado, Salvador	2,459.50
82-CV-0839	Mazeikis, Kenneth R.	376.11
82-CV-0840	Mitok, Michael A.	4,223.30
82-CV-0842	Mungiovi, Francis A.	Denied
82-CV-0844	Oliver, Rosie Griggs	1,723.00
82-CV-0845	O'Quinn, Marva	1,867.00
82-CV-0851	Aponte, Andelmo & Alida	2,000.00
82-CV-0853	Robel, Biruta V.	3.259.10

82-CV-0857	Sanders, Clarease	1,200.00
82-CV-0859	Schimph, Mary	609.29
82-CV-0861	Silva, Lilia S.	15,000.00
82-CV-0863	Sterioti, Frank	4,106.07
82-CV-0867	Thomas, Frederick K.	51.00
82-CV-0868	Todd, Mary	2,000.00
82-CV-0869	Tolbert, Chesley	94.00
82-CV-0873	Werderits, Matilda A.	15,000.00
82-CV-0875	Woodland, Shelley D.	Denied
82-CV-0885	Delaney, Gladys	1,285.51
82-CV-0886	Denning, Gregory J. & Tretter, Evelyn	476.00
82-CV-0888	Hibbs, Katherine	15,000.00
82-CV-0889	Jones, Anita F.	2,000.00
82-CV-0890	Mahar, Michelle	836.70
82-CV-0891	Mathes, Masoline	1,017.25
82-CV-0892	Monroe, Nancy	83.75
82-CV-0894	McPhail, Arthur J.	2,213.00
82-CV-0896	Rodia, Mark	Denied
82-CV-0899	Calvo, Roque	2,000.00
82-CV-0900	Chin, Jim W.	253.00
82-CV-0902	Davis, Vance	300.50
82-CV-0903	Davidson, Pearlie Mae	1,910.00
82-CV-0905	Konasweski, Margaret	1,715.83
82-CV-0906	Kidawa, Stanley	2,165.00
82-CV-0907	Martinez, Donaciano	972.18
82-CV-0910	Patrick, Rosie L.	800.00
82-CV-0911	Roland, Barbara	Denied
82-CV-0914	Clauson, Daniel L.	9,734.14
82-CV-0916	Ford, Glenn	92.20
82-CV-0917	Hogue, Gertrude	1,107.00
82-CV-0920	Merritt, Francene	1,352.00
82-CV-0922	Murawski, Richard F.	364.90
82-CV-0923	Osario, Santiago	Denied
82-CV-0925	Redmond, Ruby	Denied
82-CV-0929	Sisco, Guy	7,959.25
82-CV-0930	Smith, Ethel	2,000.00
82-CV-0932	Wimes, Joe	1,309.00
82-CV-0934	Booker, Bessie	Denied
82-CV-0935	Brakes, Lois M.	2,000.00
82-CV-0936	Coleman, Glen	2,434.18
82-CV-0939	Ghebremedhin, Iehdeggo, Sr.	2,000.00
82-CV-0944	Jones, Earl Williams	1,174.19

82-CV-0945	Kosinski, John F.	1,669.00
82-CV-0946	Lenci, Patricia A.	94.83
82-CV-0949	Polniak, Chester	213.63
82-CV-0950	Rivers, Ramona	1,950.00
82-CV-0951	Simon, Michael J.	7,361.94
82-CV-0955	Woods, Grace	1,154.00
82-CV-0956	Brueckman, Kathyrn E.	Denied
82-CV-0958	Chaidez, Agustin	2,000.00
82-CV-0960	Heyward, James	Denied
82-CV-0964	Kellett, Don C.	406.50
82-CV-0965	King, Patricia	1,886.00
82-CV-0966	Lindstrom, Duaine E.	2,569.55
82-CV-0968	Perry, Martin	798.00
82-CV-0969	Trier, James W.	4,578.16
82-CV-0970	Aldaco, Joseph	1,159.00
82-CV-0971	Alvarez, Henry, Jr.	Denied
82-CV-0972	Arnold, Albert	Denied
82-CV-0973	Atiq, Wafiq	Denied
82-CV-0975	Barrow, James M.	Denied
82-CV-0977	Biliskov, Janelle	12,238.27
82-CV-0978	Blackman, Curtis	Denied
82-CV-0981	Bredemann, John P.	821.30
82-CV-0982	Casas, Rosario	2,031.39
82-CV-0983	Clay, Kay F.	Denied
82-CV-0984	Cobbin, Walter	1,871.40
82-CV-0986	Daniels, William R.	Denied
82-CV-0988	Deriggi, Joseph G.	Denied
82-CV-0989	DiCosola, Margaret C.	1,800.87
82-CV-0990	Fahey, Patricia M.	15,000.00
82-CV-0991	Garcia, Nicolas	Denied
82-CV-0992	Geisheimer, Susan	941.10
82-CV-0993	Getson, Lori Ann	Denied
82-CV-0994	Giles, Ethel	Denied
82-CV-0995	Gryczko, Zane	Denied
82-CV-0996	Jimerson, Marshall L.	Denied
82-CV-0997	Kelsey, Helen L.	1,604.46
82-CV-0998	Lathan, Duane L.	6,189.85
82-CV-1000	McDougal, Opal C.	908.00
82-CV-1001	Patterson, Daniel	Denied
82-CV-1004	Waller, Louise	Denied
82-CV-1005	Ahl, Betty Ruth	15,000.00
82-CV-1006	Crawford, Mary	1,300.00

82-CV-1007	Deyo, Mary	1,615.00
82-CV-1008	Dodge, William & Ellen	Dismissed
82-CV-1009	Friedrich, Robert	7,977.84
82-CV-1013	Mann, Ronald H.	279.50
82-CV-1014	Musto, Betty J.	2,000.00
82-CV-1016	Thomas, Lucious	Denied
82-CV-1019	Yousef, Eugenia	15,000.00
82-CV-1020	Banks, Lucille	2,000.00
82-CV-1021	Calabrese, Robert	Denied
82-CV-1023	Dean, Laurie	88.36
82-CV-1024	DeYoung, Carol J.	15,000.00
82-CV-1029	Hogan, Lucy	15,000.00
82-CV-1031	Loucks, Ruby	739.26
82-CV-1033	Merkson, Lavern	1,595.00
82-CV-1034	Norris, Joe	15,000.00
82-CV-1035	McKeever, Eddie & Alice	Dismissed
82-CV-1037	Redmon, Margie	Denied
82-CV-1039	Seat, Clifford (Floyd)	Denied
82-CV-1041	Shamma, Issa J.	1,087.67
82-CV-1042	Swanson, William C.	15,000.00
82-CV-1045	Voss, Phyllis	2,000.00
82-CV-1046	Ziemba, Michelle	565.51
82-CV-1047	Cobbins, Zelma	1,925.00
82-CV-1048	Crawford, William	1,721.00
82-CV-1049	Feliciano, Bernabe	Denied
82-CV-1050	Gee, Lillie Mae	1,278.89
82-CV-1052	Jordan, Dennis T.	2,000.00
82-CV-1053	Papierz, Mary	15,000.00
82-CV-1057	Cline, Hubert	2,371.74
82-CV-1060	Doyle, Rose M.	15,000.00
82-CV-1063	Guerrero, Jorge	2,480.19
82-CV-1064	Jauregui, Ralph	5,499.17
82-CV-1065	Keith, Susie & Keith, Roscoe	2,000.00
82-CV-1066	Lovett, Harding	2,000.00
82-CV-1071	Smith, Josephine	1,002.15
82-CV-1072	Taylor, Rosie Mae'	15,000.00
82-CV-1073	Arias, Raymond C.	2,000.00
82-CV-1074	Butler, Kent E.	938.15
82-CV-1075	Cervantes, Estella	Denied
82-CV-1076	Hampton, Willie	1,817.00
82-CV-1077	Jackson, Ernest, Jr.	**581.72**
83-CV-0006	Jimenez, Luis	274.00

83-CV-0007	Johnson, Thelma	15,000.00
83-CV-0014	Scoleri, Catherine	15,000.00
83-CV-0016	Simes, Nikki C.	15,000.00
83-CV-0017	Steele, Henry	1,188.00
83-CV-0018	Chlopecki, Stephen J.	Denied
83-CV-0019	Cochran, John G.	Denied
83-CV-0021	Ellis, Margaret	1,795.00
83-CV-0022	Ford, Elnora	1,052.00
83-CV-0023	Jackson, Jennie	Denied
83-CV-0026	Kim, Bok Lee	Denied
83-CV-0027	Koenig, John L.	Denied
83-CV-0028	Leibich, Tom	Denied
83-CV-0030	Loudermilk, Susan Rodd	Denied
83-CV-0031	Mohammad, Abdul	Denied
83-CV-0032	Nowak, Anne	Denied
83-CV-0033	Perez, Jacinto	Denied
83-CV-0034	Poe, Evelyn	Denied
83-CV-0035	Raffety, Faith	Denied
83-CV-0039	Abernathy, Edward	Denied
83-CV-0041	Schultz, Richard	Denied
83-CV-0044	Taylor, Ethel	Denied
83-CV-0045	Washington, Rose	Denied
83-CV-0047	Jones, Henry	Denied
83-CV-0048	Aikens, Edward Blair	Denied
83-CV-0057	Clay, Clarence	1,340.42
83-CV-0058	Cross, Mary	1,962.95
83-CV-0060	Gee, James & Willa	Denied
83-CV-0061	Gourley, Daniel D.	Denied
83-CV-0062	Green, Ethel W.	1,412.80
83-CV-0063	Hartley, Joe C.	Denied
83-CV-0066	Jimenez, Louis	314.99
83-CV-0068	Laney, Gary	Denied
83-CV-0069	Stanford, Bessie	2,000.00
83-CV-0071	Magruder, Nancy & Magruder, John	953.31
83-CV-0073	Petta, Mary Ann (Meraz)	Denied
83-CV-0075	McPherson, Sherry J.	639.18
83-CV-0076	Nancy, Ernest W.	2,000.00
83-CV-0077	O'Brien, Laverne	12,620.00
83-CV-0081	Samo, Dolores A.	333.96
83-CV-0083	Barnette, Clarice E.	Denied
83-CV-0084	Bartlow, Susan	792.05
83-CV-0086	Batts, Kizzie	1,870.36

83-CV-0087	Brooks, Luretha	1,604.00
83-CV-0091	Mathes, Fred	Dismissed
83-CV-0093	Totsch, Delores June	410.49
83-CV-0094	Ambrose, John C.	2,170.18
83-CV-0095	Carter, Columbus	Denied
83-CV-0098	Janowski, Angeline G.	Denied
83-CV-0099	Lenzen, Joseph H.	Denied
83-CV-0100	Mims, Ivernson J.	Denied
83-CV-0101	Owens, Arthur, Sr.	Denied
83-CV-0102	Rohe, Frances	Denied
83-CV-0103	Williams, Coleman	Denied
83-CV-0104	Hornburg, Arthur	Denied
83-CV-0105	Arias, Sergio	261.15
83-CV-0111	Cockley, Lloyd W.	39.32
83-CV-0114	Donald, James K.	Denied
83-CV-0115	Final, Ruth Ann	2,000.00
83-CV-0125	Anderson, Ray	Dismissed
83-CV-0126	Anthon, Christopher	Denied
83-CV-0133	Clay, Kathryn A.	84.30
83-CV-0140	Johnson, Eva M.	15,000.00
83-CV-0143	Newson, Tiwanna	Denied
83-CV-0146	Salem, Mayra	15,000.00
83-CV-0151	Brown, Phelix	Denied
83-CV-0152	Livesay, Sadie	Denied
83-CV-0153	Maldonado, Celia	Denied
83-CV-0154	Morales, Manuel	Denied
83-CV-0155	Murray, Rory	Denied
83-CV-0156	Newell, Bernice Harris	Denied
83-CV-0157	O'Leary, Michael C.	Denied
83-CV-0158	Pisano, Mark J.	Denied
83-CV-0159	Scotese, John	Denied
83-CV-0160	Mychasliw, Caroline	Denied
83-CV-0162	Covolo, Brenda	Denied
83-CV-0163	Covolo, Brenda	Denied
83-CV-0164	Covolo, Brenda	Denied
83-CV-0170	Moriarty, Carolyn	526.93
83-CV-0173	Stewart, Lewis B.	1,092.78
83-CV-0174	Illinois Masonic Medical Center	Dismissed
83-CV-0175	Ravenswood Hospital	Dismissed
83-CV-0176	Ravenswood Hospital	Dismissed
83-CV-0177	Edgewater Hospital	Dismissed
83-CV-0180	Buford, Margaret	1,694.00

83-CV-0182	Deubel, Sandra R.	2,000.00
83-CV-0183	Grandberry, Ray	637.90
83-CV-0188	Marow, Ahmad	2,000.00
83-CV-0189	Haas, Paul J.	Denied
83-CV-0190	Seamon, Raymond	1,152.00
83-CV-0193	Ray, Mae	1,707.00
83-CV-0196	Carter, Lillie E.	1.400.00
83-CV-0201	Johnson, Joe	1,131.32
83-CV-0206	MaGee, Onnie	1874.50
83-CV-0211	Singleton, Arthur	Denied
83-CV-0217	Lopez, Irene	Dismissed
83-CV-0218	Spencer, Luella	Denied
83-CV-0219	Tracy, William A.	Denied
83-CV-0222	Foster, Carrie & Foster, James	1,532.00
83-CV-0228	McBride, Clementine	1,167.50
83-CV-0229	McKeever, Eddie R., Sr.	1,513.00
83-CV-0232	Richardson, James	Denied
83-CV-0234	Saines, Jeraldyne M.	Denied
83-CV-0235	Sheppard, Bernie R.	2,000.00
83-CV-0241	Abeldano, Roy	394.01
83-CV-0242	Clifton, Nola	Denied
83-CV-0243	Czajka, Raymond E.	1,861.66
83-CV-0247	Hunter, Barbara Lee	Denied
83-CV-0251	Moore, Mary	2,000.00
83-CV-0255	Yearby, Marvin G.	2,224.71
83-CV-0257	Bass, Ruby	Denied
83-CV-0267	Hawkins, Reginald A.	86.89
83-CV-0273	Pacheco, Consuelo	Denied
83-CV-0275	Phillips, Emontra Lamont	Denied
83-CV-0277	Reed, Cleveland	705.80
83-CV-0278	Peterson, Lucillo	1,800.00
83-CV-0280	Unseld, Marsha	1,226.95
83-CV-0281	Velasquez, Geraldo	Denied
83-CV-0282	Ward, Allean	1,270.00
83-CV-0284	South Chicago Community Hospital	Dismissed
83-CV-0285	Hermle, Joseph T.	2,844.32
83-CV-0286	Lind, Arlene	Denied
83-CV-0288	Wise, Arthur	2,193.68
83-CV-0295	Newell, Jennie	1,330.00
83-CV-0297	Alvarado, Manuel	Denied
83-CV-0298	Ansari, Yaqub	7,962.79
83-CV-0302	Cunningham, Lemon	15,000.00

83-CV-0305	Field, Norman T.	2,096.05
83-CV-0308	Lipinski, David J.	Denied
83-CV-0314	Williams, Aminta	Denied
83-CV-0315	Rooks, Louise	1,800.00
83-CV-0318	Compton, Karen	1,434.20
83-CV-0321	Hewing, Darryl D.	Denied
83-CV-0323	Meeks, Andrew L.	1,595.00
83-CV-0329	Harris, Bessie Mae	1,933.00
83-CV-0330	Mical, Bernice A.	140.90
83-CV-0337	Cajigas, Juana Rodriguez	Denied
83-CV-0340	Koskela, Michael A.	410.00
83-CV-0343	Camras, Jerome	135.55
83-CV-0348	Green, William H.	Denied
83-CV-0350	Holley, Patricia	Denied
83-CV-0353	Smajda, Michael A.	2,111.20
83-CV-0356	Cusic, Freddie L.	Denied
83-CV-0358	Floyd, George D.	Denied
83-CV-0360	Rand, Keith	Denied
83-CV-0376	Pearson, Jeannine & Donato, Carmen	2,000.00
83-CV-0377	Ross, Samaria K.	Dismissed
83-CV-0380	Bernales, Marton	2,000.00
83-CV-0384	Fowler, Mamie	Denied
83-CV-0390	Cain, Ted Tyrone	1,140.72
83-CV-0391	Calderon, Jose Soledad	Denied
83-CV-0399	Sedlack, James E.	2,000.00
83-CV-0401	Ocrant, Bernard	2,877.79
83-CV-0405	Williams, Velma	1,844.85
83-CV-0412	Jackson, Emmie J.	Denied
83-CV-0416	Williams, Jerome C.	2,989.60
83-CV-0417	Savage, William J.	481.80
83-CV-0422	Haus, Siegfried R.	Denied
83-CV-0423	Ziemba, John S.	2,000.00
83-CV-0424	Little, Phyllis M.	172.24
83-CV-0434	Guzman, Domingo	Denied
83-CV-0437	Santiago, Sofia	2,000.00
83-CV-0442	McHaney, Margaret	1,150.00
83-CV-0462	Lehmann, Peter & Jeanne	160.00
83-CV-0467	Bell, Berenice A.	2,000.00
83-CV-0473	Pivar, Jean & Hardy, Raymond	1,252.22
83-CV-0474	Pivar, Jean & Hardy, Raymond	1,252.22
83-CV-0478	DiBiase, Kathryn	Dismissed
	Gaspich, Thomas	Denied

83-CV-0480	Horne, Juanita	Denied
83-CV-0496	Zarnpini, Aldo F. & Zarnpini, Theresa R.	1,816.68
83-CV-0502	Young, Steve R.	15,000.00
83-CV-0506	Innocentini, Gertrude	1,523.20
83-CV-0507	Moore, Mary	2,000.00
83-CV-0509	Burnley, Laura	159.07
83-CV-0511	Hartman, Mary	1,223.34
83-CV-0513	Williams, John	Denied
83-CV-0518	Wolf, Maureen	154.63
83-CV-0522	Pitts, Pearl	1,982.16
83-CV-0530	Weber, Lois L.	374.18
83-CV-0531	Wolfe, Virginia	2,000.00
83-CV-0532	Meadows, Clarietta	574.00
83-CV-0533	Meadows, Clarietta	448.00
83-CV-0534	Baurnle, Jerome E.	357.11
83-CV-0539	Giddings, Alice M.	Denied
83-CV-0554	Kellerman, Dennis M.	2,000.00
83-CV-0563	Turso, Stanley	Denied
83-CV-0568	**Wright, Spencer and Mardelle**	2,000.00
83-CV-0574	Lush, Jennie M.	Denied
83-CV-0584	Castillo, Michael M.	Denied
83-CV-0588	Hernandez, James R.	Denied
83-CV-0589	Rader, Regina L.	Denied
83-CV-0596	Jones, Ruby M.	Denied
83-CV-0599	Skaug, Ronald	Denied
83-CV-0601	Hooker, Mable	2,000.00
83-CV-0604	Melara, Elizabeth	15,000.00
83-CV-0609	Turner, Alexander M.	47.81
83-CV-0611	Brosseau, Dolores	Denied
83-CV-0613	Dennis, Janet	2,000.00
83-CV-0627	Hutchison, Steven Walter	Denied
83-CV-0629	Niemic, Helen	3,393.65
83-CV-0638	Giuhan, Annie R.	Denied
83-CV-0642	Konen, Sally Ann	210.69
83-CV-0650	Noyola, Hilda & Noyola, Eiden	2,000.00
83-CV-0659	Wallar, Elizabeth	2,187.21
83-CV-0660	Wellner, Anthony	970.00
83-CV-0662	Edrnondson, Ernestine	Denied
83-CV-0676	Becker, Michael Edward	575.00
83-CV-0682	Sanders, George	Denied
83-CV-0687	Belec, Philip	2,362.70
83-CV-0691	Day, Georgia E.	Denied

83-CV-0720	Phillips, Richard	2,728.10
83-CV-0722	Wright, Sharon	410.00
83-CV-0734	McCullor, Lovie	Denied
83-CV-0737	Jones, Maurice S.	Denied
83-CV-0745	Lavery, Georgena Ley	1,058.00
83-CV-0750	Saxon, James S.	824.55
83-CV-0761	Boegerhausen, William L.	492.25
83-CV-0775	Deitz, David W.	852.15
83-CV-0787	Tavenner, James E.	Denied
83-CV-0794	Kennan, Vincent J., Sr.	Denied
83-CV-0807	Lindsey, Josephine	1,800.00
83-CV-0828	Keeling, Terry A.	1,906.00
83-CV-0835	Hall, Joseph S.	3,599.20
83-CV-0849	Esnaashari, Margaret	2,000.00
83-CV-0920	Morganti, Lucille	323.00
83-CV-0928	Starr, Keith	Denied
83-CV-0989	Bokina, Alesky	15,000.00
83-CV-1001	Pappas, Delia	513.25
83-CV-1032	Lopez, Josefina	2,000.00
83-CV-1068	Hallas, Sandra	1,608.73

INDEX

APPROPRIATIONS—See also LAPSED APPROPRIATIONS

Appropriations are made by General Assembly. 334
Contracted debts must be expressly authorized by law ... 360
Contracting limit on State departments is based on total appropriation, not line items 1
Food and medical care of prisoners expressly authorized by law.. 337,342,365
Indebtedness in excess of appropriation is prohibited unless expressly authorized by law 337,342
Lapsed appropriation—stipulated settlement 93
Reimbursement of county—prosecution of inmate of correctional facility ..... .894
State may not be obligated to debt in excess of appropriations unless expressly authorized by law 388
Transfer of funds to pay for contractual services.. 1
Wards of State—duty to feed, clothe and shelter—Juvenile Court Act.. 337,342,368

ATTORNEY FEES

Appointed counsel—involuntary admission for mental treatment—claim allowed. ..... .390

AUTOMOBILES AND MOTOR VEHICLES

Certificates of title—Secretary of State not liable for mistakes ..... .143

BACK SALARY CLAIMS—See STATE EMPLOYEES . BACK SALARY CLAIMS

BAILMENTS

Antique buggy lost—contract for display at fair—stipulation —award granted. ..... .735
Constructive bailment defined ..... .271
Contract not required to create bailment 271
Inmate's record albums lost—claim allowed. 271

BRIDGES

Emergency contract for repair—stipulated settlement. ..... .202

Falling concrete—underpass—claim allowed 185

CIVIL RIGHTS

Attorney fees awarded—action contesting
congressional redistricting 913
Filing requirements—discrimination charges 275
Motion to dismiss discrimination charges
denied. 275
Purpose of requirement of sworn charge. 275
Sex discrimination in employment—class action—
fees awarded, ...328
Time limit on jurisdiction of Fair Employment Practices
Commission may be raised at any time 275

COMPARATIVE NEGLIGENCE

Welding shop injury—correctional facility—*Alvis*
applied 783

CONDEMNATION—See EMINENT DOMAIN

CONTRACTORS

Construction contract—claim allowed 810
Delay by State—additional costs awarded 709
Fees on payments to subcontractors—stipulation—
award granted. 840

CONTRACTS

Agent without authority cannot bind State 701
Ambiguities construed against drafter 109
Arbitration Act not binding on State.. 109
Architect's fees—extras—claim denied 140
Award granted in contract amount.. 158
Bids must conform to invitation 767
Breach **of** contract claim defined 319
Bridge project—contractor not negligent 812
Capital release never approved by Governor—claim
denied, ...384
Claim contrary to policy of Department of Personnel—
claim denied 167
Compensation allowed for work performed based on
contract 624

Contract obligations determined from plain wording of contract 108
Contract over-run—no award allowed 232
Contractor bound by bid—claim denied 296
Delay caused by State—stipulation—claim allowed 355. 357
Delay occasioned by other contractor—stipulated award granted Claimant contractor 124
Delay of work caused by State—stipulation—claim allowed 257
Delays—extra expense—claim allowed 234
Duty of general contractor to subcontractors 109
Elements of contract 691
Employment contract—breach by State—claim allowed 691
Extra work—claim allowed 812
Extras—Increase in contractors fees—award denied 175
Extras—Installation of pipe under highway—additional funds awarded 47
Extras—No change order—no recovery 15
Extras—Stipulation—award granted 138
Extras—Unnecessary—unauthorized—claimdenied 129
Foreman's wages—award allowed 175
General contractor paid by State in violation of subcontractor's lien—claim allowed 393
General contractor's fee awarded on field order revision 109
Insurance cost reimbursable—award granted 152
Lease—terminated by State—claim denied 77
Lowest responsible bidder gets contract 767
Oral modification not valid without consent of parties 108
Parol testimony inadmissible in absence of fraud 624
Payment over contract amount did not estop State from denying liability 231
Professional services rendered—stipulated settlement ... 126
Rate increase after payment for services—claim denied 196
Reimbursement of contractor's surety stipulation 308
Summary judgment for Claimant—contract performed 150