

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

VOLUME 41

Containing cases in which opinions were filed and
orders of dismissal entered, without opinion
for: Fiscal Year 1989 — July 1, 1988-June 30, 1989

SPRINGFIELD, ILLINOIS
1990

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PREFACE

The opinions of the Court of Claims reported herein are published by authority of the provisions of Section 18 of the Court of Claims Act, Ill. Rev. Stat. 1987, 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) certain 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 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 in which orders of awards or orders of dismissal were entered without opinions, claims based on lapsed appropriations, certain State employees' back salary claims, prisoners and inmates-missing property claims, claims in which orders and opinions of denial were entered without opinions, refund cases, medical vendor claims, Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act 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

JAMES S. MONTANA, JR.
Chicago, Illinois
Chief Justice - March 5, 1985—
Judge - November 1, 1983—March 5, 1985

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

ANDREW M. RAUCCI, Judge
Chicago, Illinois
February 28, 1984—

RANDY PATCHETT, Judge
Marion, Illinois
March 26, 1985—

KIRK W. DILLARD, Judge
Chicago, Illinois
February 23, 1987—

ROGER A. SOMMER, Judge
Morton, Illinois
February 26, 1987—

ANNE M. BURKE, Judge
Chicago, Illinois
March 6, 1987—

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

CHLOANNE GREATHOUSE
Deputy Clerk and Director
Springfield, Illinois
January 1, 1984—

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

FISCAL YEAR 1989

(July 1, 1988 through June 30, 1989)

(No. 6779—Claimant awarded \$340,681.00.)

**HYDE PARK MEDICAL LABORATORY, Claimant, u.
THE STATE OF ILLINOIS, Respondent.**

Opinion filed August 22, 1988.

Agreed order filed February 24, 1989.

LAWRENCE JAY WEINER, for Claimant.

**NEIL F. HARTIGAN, Attorney General (ROBERT
SKLAMBERG, Assistant Attorney General, of counsel), for
Respondent.**

**CONTRACTS—public aid recipients—medical services rendered—award
granted.** In an action to recover for medical services rendered to patients
eligible for medical assistance provided through the Department of Public
Aid where the cause was delayed and had been placed on general
continuance for extended periods of time, an award was granted,
notwithstanding the loss of many of the supporting invoices and records by
the State, since the Claimant presented a bill of particulars detailing the
contents of the lost records, and the State acknowledged receipt of the
invoices and records which were lost and it did not rebut the bill of
particulars presented by the Claimant.

ATTORNEY FEES—contract claim—Claimant's attorney granted fees out of award. In proceedings on a claim for medical services rendered to recipients of public aid where an award was granted, the Claimant's attorney was granted fees from the award based on the contract for legal services between the Claimant and the attorney, including the trial, hearings, and pleadings.

OPINION

RAUCCI, J.

This case is brought by Claimant seeking to recover \$340,681.00 for medical laboratory services rendered to the Department of Public Aid from December 31, 1969, through May 31, 1971. The Respondent urges that no sums are due.

To understand this case, and the interminable delays in its disposition, the following discussion of the facts is necessary.

In July of 1971, the Department of Public Aid notified Claimant that its unpaid invoices were being held pending investigation. Thereafter, the Department refused to pay them and this action was instituted for \$307,960.00. By amended complaint, the amount sought is now \$340,681.00.

This action has been delayed in proceeding because of the Claimant's removal (and reinstatement) of his original counsel, actions brought in the district court for the Northern District of Illinois, recusal of our Commissioners on allegations by Claimant of bias, failure of Respondent to produce documents, and Claimant's motions for general continuance status pursuant to our rules. This case was on general continuance status from March of 1973 until October of 1975, from January of 1977 until June of 1978 and from May of 1979 until January of 1983.

A series of hearings was conducted in 1976 before

one of our Commissioners. It should be noted that none of the present judges of this Court were such at that time. No further hearings were held until **1987**. On **May 11, 1987**, we entered an order, on motion of Claimant, barring the Respondent from offering further evidence and instructed our Commissioner (not the one who conducted the 1976 hearings) to submit his report. He has done so, and we have extensively examined the record in our possession, and herewith issue our opinion.

The transcripts of proceedings reveal little evidence, and much argument, bickering and allegations of wrongdoing between the Claimant, his attorney and the assistant Attorney General (now deceased) who participated in the **1976** hearings.

It was asserted by Respondent during the hearings that the claim should be barred because of fraud on the part of the Claimant. Our examination of the record fails to show a scintilla of evidence that supports that allegation.

The record in support of Claimant's claim consists of the verified pleadings, testimony of its sole shareholder that the services were rendered to patients eligible for medical assistance, documents and the offer of "boxes" of invoices and records admittedly in the possession of the Respondent and, since the prior hearings, "lost" either by the Office of the Attorney General or the Department of Public Aid more than **10** years ago. Additionally, the Claimant has submitted the statement of his counsel, under oath, that "The Bill of Particulars (previously filed) constituted a true and accurate summary of the aforesaid records and was conformed and verified prior to submission to the Commissioner." See Supplemental Motion for Immediate Granting of an Award, page 2, filed June 23, **1988**.

Respondent does not deny that it received records prior to the **1976** hearings, and simply maintains they are "lost." In fact, Respondent has, in correspondence filed with us by Claimant, acknowledged that it did receive invoices and billings for approximately **\$165,000.00**.

The bill of particulars, filed December **10, 1986**, is some two inches thick, and describes by date, patient and amount of charge the more voluminous records and invoices submitted **10** years earlier to the Respondent and lost by Respondent. The bill of particulars specifies some **6,376** charges.

Based on the entire record, and we note that Respondent has not refuted claimant's evidence, we find that the Claimant has established, by a preponderance of the evidence, that it is entitled to **\$340,681.00**.

It is therefore ordered, adjudged and decreed that the Claimant is awarded **\$340,681.00**, in full and complete satisfaction of this claim.

AGREED ORDER

RAUCCI, J.

Pursuant to the contract for legal services and retainer agreement attached hereto, and for acknowledged legal services rendered by Lawrence Jay Weiner during the course of this proceeding, including but not limited to the trial, hearings, pleadings and obtainment of the award:

It is hereby agreed by and between Lawrence Jay Weiner and the Claimant, James A. Wright, 'that Lawrence Jay Weiner receive the sum of **\$113,560.33** from the award.

(No. 77-CC-0315—Claimant awarded \$2,493.23.)

**J. F. INCORPORATED, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order on motion to dismiss filed January 19, 1983.

Order on denial of rehearing filed March 14, 1983.

Opinion filed November 29, 1988.

**LERITZ & REINERT & DUREE (DAVID M. DUREE, of
counsel), for Claimant.**

**NEIL F. HARTIGAN, Attorney General (MICHAEL TAY-
LOR, LEE MALANY, and WILLIAM E. WEBBER, Assistant
Attorneys General, of counsel), for Respondent.**

**PRACTICE AND PROCEDURE—annual status reports required as to general
continuances.** Pursuant to section 790.70 of the Rules of the Court of Claims,
annual status reports must be submitted to the Court of Claims with regard
to general continuances

CONTRACTS—State's duty to make work site available to contractor.
When the State, through the Capital Development Board, contracts for the
construction of a building, the Capital Development Board is considered the
owner, and is liable for the delays and damages resulting from any breach of
the owner's duty to make the work site available to the contractor.

SAME—reasonable delay may be tolerated. In an action involving a
construction contract, it is inevitable that delays of one form or another will
occur, especially where the coordinated efforts of several contractors is
required, and a delay will be tolerated if it is reasonable.

SAME—construction contract—delays caused by Stote—award granted.
A contractor involved in the construction of a building for the Capital
Development Board was granted an award for the damages incurred
because of the Board's delays in making the work site available to the
contractor, but the amount claimed by the contractor was reduced in
consideration of the facts that some delay was inevitable, some speculation
was involved in the contractor's computation of its loss, and the unknown
variable as to an exact starting date for the work.

**SAME—electrical work—change in electrical connectors—contractor
allowed damages for extra costs:** Where the record showed that a contractor
was required to use special electrical connectors to perform a contract for
the construction of a building for the Capital Development Board, an award
was granted for extra costs, since the correspondence between the parties
concerning the change order relating to the special connectors indicated that
the parties intended that the contractor would be compensated for its extra
expenses.

**SAME—fire on construction site—Stole breached implied duty to see
contractor was insured.** Where a contractor suffered a loss due to a fire at a

construction site and the contract provided that the general contractor was to provide insurance for the contractor and that the certificate of insurance was to be acceptable to the State, the State breached its implied duty to see that the policy furnished by the general contractor covered the damaged contractor, and therefore the loss was not the contractor's responsibility.

SAME—fire loss by contractor—remedies against responsible general contractor were sufficiently exhausted—award granted. A contractor which suffered a loss due to a fire at a construction site sufficiently exhausted its remedies against the general contractor which breached its duty to provide insurance coverage for the contractor before filing an action in the Court of Claims, even though the action against the general contractor was settled for less than the full amount originally sought, since a Claimant is not required to process a claim through trial in order to meet the exhaustion of remedies requirement, and an award was granted for the remaining balance due the contractor after a deduction for the amount of the settlement and provision for the contractor's overhead.

SAME—extra work—electrical contract—claim denied. An electrical contractor which failed to foresee the possibility that it might be responsible for installing the service entrance in connection with its work on a State building was denied its claim for the installation of the entrance when the public utility which provided the electricity refused to install the service, **since the contractor alleged that it was familiar with the customs in the area**, yet it failed to investigate the possibilities or clarify the circumstances as to its responsibilities with regard to the service entrance.

STIPULATIONS—extra work—television conduit—stipulation—award granted. An award was granted for the extra work an electrical contractor performed by installing television conduit which was not specified in its contract for work on a State building, since the State stipulated that the amount claimed was owed.

DAMAGES—damages—when uncertain. Damages will not be deemed uncertain merely because they are uncertain as to the amount, as distinguished from those which are too uncertain to be recoverable because they are not the certain results of the wrong that has been committed.

CONTRACTS—extra expenses—helicopter placement of heating units—award granted. A contractor which was required to use a helicopter to place heating units on the top of a building after it was denied permission to use a crane as originally contemplated was entitled to recover for the additional expenses incurred, notwithstanding the State's contentions that the contract did not specify how the units were to be placed and that the architect was responsible for refusing to allow the use of a crane, since the use of a crane was the custom and the State offered no rationale for refusing to allow the customary placement by crane, but a setoff was allowed based on the fact that the helicopter was used by the contractor at another work site.

LAPSED APPROPRIATIONS—lapsed appropriations must be sufficient to support award. The Court of Claims is precluded from making an award unless there are sufficient funds remaining released and unexpended in the appropriation made to fund the project in question.

SAME—construction contract—award limited to amount of lapsed appropriation. A contractor was entitled to damages in the amount of \$198,726.73 for various items, including extra work, after performing all of its obligations under a contract involving the construction of a building, but the award to the contractor was limited to \$2,493.23, the amount of unexpended funds in the appropriation.

ORDER ON MOTION TO DISMISS

HOLDERMAN, J.

This matter comes before the Court upon motion of Respondent to dismiss and Claimant's response to said motion.

Respondent's motion sets forth that this case was filed on February 22, 1977, over five years ago. Said motion further states there have been no formal general continuances requested or granted, and there have been no annual status reports submitted to the Court as required under section 790.70 (74 Ill. Adm. Code 790.70) relative to general continuances. Respondent's motion further states that a failure to properly seek a general continuance is a violation of section 790.60a (74 Ill. Adm. Code 790.60a) of this Court. Respondent concedes that it still owes Claimant the amount of \$100.00.

Claimant, in its response to Respondent's motion, states that litigation is still pending in other courts but offers no explanation of any kind or character as to its failure to comply with the rules of this Court as to general continuances and status reports.

An award is hereby entered in favor of Claimant in the amount of one hundred (\$100.00) dollars, and any further award is denied Claimant due to its failure to comply with the rules of this Court. Said award of \$100.00 is to be considered full and complete payment of all claims allegedly due Claimant.

ORDER ON DENIAL OF REHEARING

HOLDERMAN, J.

This matter comes before the Court upon petition of Claimant for rehearing filed January 25, 1983.

This cause was originally dismissed by order entered January 19, 1983, for violation of sections 790.70 and 790.60a (74 Ill. Adm. Code 790.70, 790.60a) of the rules of this Court. As stated in this order of dismissal, this cause was filed February 22, 1977, and Claimant did not file any annual status reports as required under section 790.70 relative to general continuances. Said order also stated that the Claimant failed to seek a general continuance as required by section 790.60a.

It is unfortunate that Claimant failed to observe the rules of the Court, but the Court calls attention to the fact that these rules are necessary for the protection of Claimants as well as Respondents so that an orderly procedure in the handling of cases before the Court can be maintained. Complete disregard of the rules, such as in this instance, defeats the very purpose of the Court of Claims Act.

It is hereby ordered that Claimant's petition for rehearing be, and the same is, denied, Claimant's request for vacation of the Court's order of January 19, 1983, is denied, and the Court's order of January 19, 1983, is hereby reaffirmed.

OPINION

MONTANA, C.J.

The Claimant, J.F. Inc., brought this claim seeking damages incurred due to delays and other problems Claimant encountered in the performance of a construc-

tion contract with the Respondent's Capital Development Board (hereinafter referred to as the CDB). A hearing in the case was held October **25, 1985**, and oral arguments before the full Court were heard January **12, 1988**.

In September of **1973**, the CDB awarded contracts for the construction of two buildings for the Alton Area Career Development Center. Alton Community Unit School District No. **11** became the ultimate user. The Claimant was awarded a prime contract for the heating and electrical work. S.M. Wilson & Company was awarded a prime contract for the general construction work. Both contracts were for fixed amounts with identical language and completion dates. General obligations of the parties were set out in the contracts and the specific contractual requirements were established in the specification book and the drawings. The contract documents specified 500 calendar days for completion which would have been January **25, 1975**. However, due to the delays, the project did not receive a certificate of final acceptance until August of **1976**.

Because the Claimant incurred costs for various delays, it filed suit against S.M. Wilson on the contract between S.M. Wilson & Company and the CDB alleging it had third-party beneficiary status. S.M. Wilson & Company counterclaimed on the same theory. Claimant also sued the architect for negligence. At the conclusion of the jury trial, the jury returned a verdict in favor of the Claimant for **\$37,000** on the contract count and against the Claimant on the counterclaim for **\$5,000**. The jury also awarded Claimant **\$8,000** from the architect. S.M. Wilson & Company appealed. The record does not indicate if the architect appealed.

During the pendency of the appeal the case at bar

went to trial. The Respondent's defense primarily consisted of blaming the delays on S.M. Wilson & Company and the other contractors and arguments of *res judicata* and collateral estoppel.

After the hearing on the case at bar was concluded, the appellate court for the Fifth Appellate District rendered its decision. The appellate court's decision is reported in *J.F. Znc. v. S.M. Wilson & Co.* (1987), 152 Ill. App. 3d 873, 105 Ill. Dec. 748. A rehearing was denied March 10, 1987, and the supreme court denied *certiorari*. The appellate court reversed the lower court decision and essentially found that neither J.F. Inc. nor S.M. Wilson & Company had third-party beneficiary status which would enable them to sue each other on their contracts with the CDB and that a lawsuit in the Court of Claims against the CDB was the appropriate procedure to follow in seeking damages for delays.

Having explained the background, we will now turn to the various items of damages claimed in the order that they were itemized in the Claimant's brief. First, Claimant is seeking \$231,500.08 and \$19,041.75 for cost overruns associated with delays occurring in the performance of the electrical contract and heating contract, respectively. There is no question that delays occurred. The contracts specified that the project was expected to be completed in 500 days when in fact it took over 1000 days.

There was much testimony and finger pointing as to the cause of the delays. The project was delayed from the beginning due to problems with removal, relocation, and compaction of the earth which was primarily the responsibility of the general contractor, S.M. Wilson & Company, who had subcontracted to have the work done. There was testimony also that the architect on the

project did not adequately supervise the work and allowed the delays to occur. Obviously, the Claimant could not proceed with its electrical and heating work until certain other phases of the construction were completed. There was no evidence that the Claimant contributed to any of the delays. There was evidence that the Claimant continuously notified the CDB that delays were occurring and costs were mounting.

Claimant's contract was with the CDB. The CDB has the primary responsibility for making the work site available to the contractor in time for the contractor to do the work. As owner, the CDB is legally liable for the delays and resulting damages. The fact that the CDB separately contracted with other entities who may be to blame for the delays is of no consequence in this action. If the CDB is damaged by the actions it attributes to others; it may pursue those it believes caused the damage. Under circumstances as are involved here, where all the parties to the contract cannot sue each other in one forum, this result must obtain. The court in *J.F. Inc. v. S.M. Wilson & Company* stated:

“ • • • (T)his court finds that if the owner failed to make the site available to the contractor in time for the contractor to do its work, the contractor may sue the owner. (*See W.H. Stubbings Co. u. World's Columbian Exposition Co.* (1903), 110 Ill. App. 210.) In this case, the prime contractor may sue the State in the Court of Claims (Ill. Rev. Stat. 1985, ch. 37, par. 439.1 *et seq.*) for its failure to properly supervise the construction project. (Ill. Rev. Stat. 1985, ch. 127, par. 780.04.) Even if the contract contained a no-damage-for-delay provision, a prime contractor may sue and recover from the owner for delay damages caused by another prime contractor. (*United States Steel Corp. u. Missouri Pacific R.R. Co.* (8th Cir. 1982), 668 F.2d 435, 438-40.) Thus, the appropriate procedures for a prime contractor are change orders and possible lawsuit in the Court of Claims.” *supra*, 152 Ill. App. 3d 873, 878.

It is practically inevitable that all construction projects will suffer delays of one form or another, particularly projects calling for coordinated efforts by multiple contractors. For a delay to be tolerated, it must be reasonable under the circumstances. The delay on

this project was considerable and, other than to try to put the blame on the other contractors, the Respondent offered little to show excuse. The Respondent's main defense is that the completion date was provisional and did not impose a duty upon the owner to ensure completion by that date, citing *Edwards Construction Co. v. Illinois State Toll Highway Authority* (1975), 34 Ill. App. 3d 929, 340 N.E.2d 572. In *Edwards*, the court held that the owner was not liable for delays caused to a second phase contractor on the basis of a schedule that did not afford the plaintiff a prepared worksite upon which to perform. The court held that that contract provided a completion date, but that the completion date was provisional and did not impose a duty upon the owner to ensure completion by that date. Cases interpreting contracts all vary by the terms of the different contracts and the parties' understandings and reasonable expectations and are distinguishable on those bases. However, the *Edwards* case and this case do have several similarities. Among the factors the Court in *Edwards* considered in reaching its opinion were:

1. The same completion date for all the contractors;
2. Anticipation that the plaintiff's work would depend on preliminary work done by other contractors;
3. The contract gave the owner a right to change plans and interrupt the continuity of the work.

The same factors are presented in this case. The general contract with S.M. Wilson and the electrical contract with the Claimant both called for completion in 500 days. In bidding the contract, the Claimant only had the completion date to work backward from or a general estimate of when the work of the others would be completed to arrive **at** an expectation of a starting date. Still, the delays on the project greatly exceeded

anything reasonable or foreseeable. Nor could adjustments be made as the project slowly progressed because various work schedules were never approved.

Claimant was aware that its work depended on site preparation by S.M. Wilson & Company. Further, at the time Claimant bid the contract, it was aware that the general contractor should have a work schedule after the awarding of the contract. On cross-examination, in response to the question, “In fact, on this project when you prepared the estimate you cannot do [*sic*], you did not make an estimate of the time that would be required to excavate the site, did YOU?”, Claimant’s president stated, “No, I didn’t.” However, even if Claimant was unable to depend on an exact starting date, there was no evidence to show why he could not expect to rely on an outside completion date. Even if we were to find that the completion date was provisional, Claimant should still have been able to rely on a reasonable completion date. Respondent has not suggested that the CDB could have allowed the project to go on forever. The delays in this case were beyond being reasonably within provision. Still, Respondent’s argument has merit and we will consider it further in determining the amount of damages suffered.

The third similarity, that the contract in the Edwards case provided that the owner could change the work or interrupt its progress, thereby altering any schedule once the project started, is in the Claimant’s favor. In the case at bar, the contract included the general conditions which, in section **8.3.4** (S-29) provides:

“This paragraph **8.3** does not exclude the recovery of damages for delay by either party • • •”

Respondent’s reference to several sections of the general conditions, at page **14** of its brief, inaccurately

suggests that Respondent could change the work or interrupt the progress or alter the schedule without paying additional costs. Sections **12.1.1** and **12.1.2** of the general conditions (**S-32**) provide that any changes in the work made by Respondent must be by written change order with “the contract sum and the contract time being adjusted accordingly.” Nothing in the sections cited by Respondent at page **14** of its brief permits the Respondent to change the time of completion without granting additional costs to the Claimant.

We find that the Respondent has the responsibility for the damages sustained by the Claimant due to the delays. However, the damages are difficult to ascertain with exactitude. Claimant testified that his losses occasioned by the delays were not related to costs of materials but to labor costs. Claimant produced sufficient evidence that his actual labor costs exceeded his estimated labor costs by **\$175,098.88** on the electric contract and **\$13,471.34** on the heating contract. Unrefuted testimony by the president of J.F. Inc., James Fowler, as to the reasonableness of the estimates was that the bid was within **1** or **2%** of the next lowest bidder on the electrical contract and within **4** or **5%** of the next lowest bid, with the other bids very near his on the heating contract. The increased labor costs were attributed to wage rate increases, loss of efficiency because of the necessity of stopping and starting work at various times, and the requirement of having supervisory personnel on the project for **1000** days instead of 500 days.

However, with the unknown variable of an exact starting date, the fact that some delay is inevitable, the inherently speculative nature of computing loss of efficiency and the six-week strike, we find that Claimant’s losses occasioned by delay to be **\$135,000** on the

electrical contract and \$11,000 on the heating contract. Admittedly these figures are somewhat arbitrary, and the delays were primarily the responsibility of the Respondent, but we do not think that the damages are computable down to the penny as Claimant has tried to show. As triers of fact, it is our responsibility to arrive at an amount after weighing the evidence. (*Neylon v. State* (1986), 39 Ill. Ct. Cl. 65.) We think that our findings represent a fair amount.

Other factors Claimant seeks to have considered in arriving at the damages for the delays are overhead, earnings, and extra front office administrative costs. Claimant seeks an additional 15% for overhead and an additional 10% for earnings. He testified he usually used those percentages for change order work. However, he also testified that he used 10% for overhead and 10% for profit in making his bid. We find overhead and profit appropriate items of damages and will allow 10% for each. Multiplying the previously stated amounts of damages by these percentages, we find additional damages in the amount of \$29,200. As for the additional front office administrative costs, Claimant seeks \$50 per hour for 200 extra hours on the electrical contract and for 40 extra hours on the heating contract. This cost, Claimant claims, is for the people involved in the front office whose time does not appear on time cards, *i.e.* salaried personnel, and whose duties included writing checks and attending meetings. The exact number of hours worked by the front office personnel attributable to the delays was not logged nor was the rate of \$50 per hour substantiated by anything other than the testimony of Mr. Fowler that both the number of hours and cost were very reasonable figures. Regardless, we find any such costs are covered under the factor for overhead which we have previously allowed.

In addition to damages for cost overruns due to delays, Claimant seeks compensation for its expenses in installing hydraulically compressed connectors or “hy-plug” terminators as the parties referred to them. The specifications for the electrical work permitted either copper or aluminum electrical wire conductors. The choice was up to the bidder. Aluminum was less expensive than copper and the Claimant bid the less expensive way of doing the job. Had copper wire been chosen, set screws could have been used for connectors. Aluminum wire necessitates the use of the more expensive hy-plug connectors. Claimant submitted a request for a change order to use the hy-plugs. The request was approved and the change order was issued but with no increase in compensation allowed. .

Helpful to our understanding of the matter was testimony by way of affidavit from the Respondent’s expert, Joseph B. Summers. Paraphrasing his testimony, he explained that an aluminum conductor must be larger than the copper conductor required to carry a specific load. The use of set screw connectors in conjunction with aluminum conductors is unreliable and unsafe. A set screw connector is a sleeve which fits over an exposed conductor. A set screw in the sleeve is tightened, fastening the sleeve to the conductor. A set screw is inappropriate for use with an aluminum conductor because of the tendency of aluminum conductors to creep or shrink as the conductors heat and then cool over time as the result of electrical loads varying over time from large to small. This shrinkage loosens the connection between the sleeve and the conductor, resulting in increased risk of the conductor becoming pitted or corroded, of arcing, of the connection breaking, and of the conductor separating from the sleeve. There can also be a problem with the

aluminum conductor oxidizing after the connection becomes loose, and then overheating at the connection point because of increased surface resistance of the conductor. Copper conductors are, however, suitable for use with set screws because copper does not creep or shrink as does aluminum.

Mr. Summers went on to explain that hydraulically compressed connectors, or hy-plugs, are the proper connectors to be used with aluminum conductors. Hy-plugs also consist of a sleeve which fits over the exposed conductor. This sleeve however is compressed by means of a special tool which crushes the sleeve into a tight fit with the conductor. The force of the compression is so great that, within the sleeve, the conductor itself is deformed. The use of the hy-plug results in a much tighter fit between the sleeve and the conductor, thus preventing loosening of the bond between the sleeve and the conductor and also preventing oxidation of the service of the conductor. Use of different connectors depending on which conductor is used is the accepted norm in the industry.

It is the Respondent's position that the Claimant is not entitled to compensation for the increased cost of the hy-plugs. Respondent argues that the specifications called for conductors and was silent as to the connectors. Because the Claimant chose to use the less expensive aluminum wire, he should bear the added expense of the hy-plugs necessitated thereby.

Although the Respondent's position sounds reasonable, the evidence indicates that such was not the intent of the parties. The Claimant submitted an estimate of \$65,000 in connection with the change order. The parties were unable to agree on a price. When the change order was issued, it stated that the amount of

Claimant's contract was thereby increased in accordance with article **12.1.4** of the general conditions of the contract. Said article provides that when the owner and contractor cannot agree upon the amount of a change order:

“• • • (T)he Contractor, provided he receives a Change Order, shall promptly proceed with the **Work** involved. The cost of such **Work** shall then be determined by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit.”

The parties' intention that the Claimant be compensated an additional amount for the hy-plugs is further evidenced by correspondence between James Fowler, the president of J.F. Inc. and Thomas Madigan, the acting manager for project development for the CDB. Mr. Fowler wrote the CDB after receipt of the executed change order questioning the CDB's direction to proceed with no contract increase. Mr. Madigan wrote back stating:

“Your question regarding the insertion of no dollar change amount on the lower portion of the document and on our letter of transmittal is understood. The no dollar change figure is **only** for accounting purposes at this time. The intent of the document is exactly as spelled out in its content. You were directed to proceed with the work in accordance with A.I.A. **A201**, Article **12.1.4** with the cost to be determined later. Your cooperation to quickly complete the work in accordance with the document is earnestly solicited.”

The Claimant went ahead and performed the hy-plug work using a separate crew and keeping separate cost records. Including overhead and profit, Claimant computed the cost of the additional work to be **\$40,163.29** and billed the CDB for that amount. The CDB allowed an extra cost of **\$18,373.40** based on an estimate from the mechanical engineer which estimate was prepared before the work was performed. As quoted previously, article **12.1.4** provides that cost is to be determined by the architect on the basis of the contractor's reasonable expenditures. Neither the architect nor the mechanical engineer prepared an

estimate of the actual cost after the work was performed. No evidence was offered to counter the Claimant's evidence of its actual expenditures for this extra work. We have no basis for finding that the costs submitted by the Claimant were based on anything other than reasonable expenditures. After allowing credit for the **\$18,373.40** paid by the CDB and reducing the amount of overhead by 5%, we find that the Claimant has suffered damages on this item in the amount of **\$19,781.73**.

The next item of damages sought by the Claimant arose as a result of a fire on the site during the job. The fire damaged an electrical switch-gear which was repaired by the Claimant at a cost of \$10,500, again including overhead and profit. As to this cost there does not appear to be a dispute. The dispute centers on whether the CDB should be held responsible for the payment of the cost. The supplemental general conditions of the contracts set forth in the specifications amended in part the general conditions, article **11.3**, to provide that the general contractor, S.M. Wilson & Company, would furnish the builder's risk insurance policy which was to cover all the contractors and subcontractors. In relevant part, those provisions are as follows:

"21. Delete subparagraph **11.1.3** in its entirety and substitute the following:

11.1.3 The Certificate of Insurance acceptable to the Owner shall be filed in duplicate with ~~the~~ Architect. The Certificate of Insurance shall have the indemnification agreement typed on the back. Insurance shall be written with a company having a Best Insurance Guide Rating of AAAAA A Plus.

11.1.3.1 The Contractor and/or any of his subcontractors shall not commence work at the site under this Contract until he has obtained all required insurance and until such insurance has been approved by the Owner and Architect. Such approval shall not relieve or decrease the liability of ~~the~~ Contractor hereunder.

11.1.3.2 The Contractor shall not cause any insurance to be cancelled nor permit any insurance to lapse. All insurance policies shall include a

clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until fifteen (15) days after the Owner and Architect has received written notice as evidence by return receipt of registered or certified letter.

11.1.3.3 The above required Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations in which the insurance applies, the expiration date, the above-mentioned notice of cancellation clause, the above-mentioned contractual liability coverage, and the name and address of the issuing agent.

22. Property Insurance: Amend subparagraph 11.3.1 as follows:

Property Insurance as described in Paragraph **11.3.1** shall be purchased and maintained by the General Contractor. This insurance shall be in effect prior to time when construction materials will be placed on the site or sites. The Policy required will be a Fire and Extended Coverage Insurance Policy, to which is attached a Builder's Risk Completed Value Form No. **17-C** and a Vandalism and Malicious Mischief Insurance Endorsement Form No. **205** for **100%** of all construction contracts. The Insurance shall be written with a company having a Best Insurance Guide Rating of AAAAA A Plus.

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24. Delete subparagraph 11.3.3 in its entirety and substitute the following:

Any loss is to be made adjustable with and payable to the Owner, Contractor, subcontractors, and Material Dealers as their interests may appear at time of loss. The Owner and the Contractor shall be named in the policy.

25. Delete Subparagraph 11.3.4 in its entirety and substitute the following:

Before an exposure to loss may occur the respective contractors shall file a copy of all policies with the Owner and the Architect.

• • •

27. Delete subparagraph 11.3.6 in its entirety and substitute the following:

The Owner, the Contractor and all Subcontractors waive all right of action, each against the others, for damages caused by fire, or other perils covered by Insurance provided for under the terms of this Contract, except such rights as they may have to the proceeds of insurance held by the Contractor as trustee.

o o o

29. Add the following to Paragraph 11.3:

11.3.9 This Policy and all its endorsement shall include the following special provision which shall be stated on the Certificate of Insurance:

11.3.9.1 If this Policy is cancelled during its term, be in danger of

expiring, or the coverage afforded by it is reduced, the insurer will mail, by certified post, notice 15 days before the effective date of such cancellation or change to the State of Illinois Capital Development Board, 216 East Monroe Street, Springfield, Illinois 62701.”

S.M. Wilson & Company did furnish a builder’s risk insurance policy, but the policy named only S.M. Wilson & Company as the insured. After the fire and upon discovering it was not named as an insured, the Claimant filed suit against S.M. Wilson & Company and the insurer, claiming S.M. Wilson & Company was negligent in failing to have Claimant added as a named insured and claiming that the policy, although not expressly naming the Claimant, was in fact intended to cover the Claimant. The same insurer had both S.M. Wilson’s liability policy and the builder’s risk policy. The matter was settled for \$5,250 which the Claimant acknowledges must be set off against its alleged \$10,500 loss.

It is Claimant’s position that the CDB, as owner, had an implied duty to see that the insurance policy furnished by S.M. Wilson & Company covered all of the other contractors, as required by the contract, and breached that duty in failing to do so. We agree. We think that the Claimant had a right to rely on the terms of the contract. The CDB was the owner of the project and had ultimate control over the project. Under the terms of the contract, the certificate of insurance had to be acceptable to the CDB. It had to be filed with the CDB’s architect. The work was not to have begun at the site until the insurance was approved by the CDB and the architect. If the policy was unacceptable to the CDB, Claimant should have been prevented from starting its work. We do not accept the Respondent’s argument that the loss was the Claimant’s own fault because Claimant failed to check on the coverage. It was not Claimant’s responsibility.

Nor do we accept the Respondent's argument that the Claimant failed to exhaust its remedies as required by section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.25). The argument is that Claimant should have fully litigated its suit against S.M. Wilson and the insurer. Respondent opines that the Claimant had a strong case and could have obtained full recovery. We do not deem it necessary to process claims through trial in order to meet the exhaustion of remedies requirement. (*Dellorto v. State* (1979), 32 Ill. Ct. Cl. 435.) Respondent's assertions to the contrary, we do not think the legislative intent was to require claimants to pursue every remedy to judgment or, perhaps, beyond through the various stages of appeals, nor do we think it good policy to require such. We think that a claimant has sufficiently exhausted a remedy if the settlement appears reasonable under the circumstances and there is no showing of fraud or collusion. The settlement appears reasonable. After reducing the \$10,500 by the settlement and allowing only 10% for overhead, we find Claimant's damages, to be \$4,725.

Next, the Claimant seeks extra compensation for the installation of what the parties call the "service entrance." In the industry, the conductors or wire between the electrical power source and the metering device is known as the service entrance. It is Claimant's contention that the installation of the service entrance was not Claimant's responsibility according to the specifications. The Claimant was directed by the CDB to install the service entrance and did so. Claimant submitted a request for a change order seeking additional compensation but the request was refused on the grounds that the work was included in the specifications as part of the electrical contract. Claimant kept separate records of its costs and seeks \$26,661.22 of

which approximately 70% was for materials and 30% for labor.

In support of its position, Claimant submitted an affidavit from its expert, James Fowler, president of J.F. Inc. In support of its contention that the plans called for the Claimant to do the work, the Respondent submitted an affidavit from its expert, Joseph B. Summers. Their conclusions are contradictory. However, the record does indicate that Mr. Fowler thought that there was an ambiguity in the plans before he bid the project for the Claimant. His affidavit states that an issue in most electrical construction contracts is whether the responsibility for the service entrance conductors is that of the public utility or that of the electrical contractor. He further stated that J.F. Inc. always checks the plans and specifications and, if necessary, checks with the public utility to clarify the issue before submitting its bid. In this case he did check with a public utility. He stated that prior to bidding the project he telephoned Illinois Power Company and received confirmation that Illinois Power Company would provide the service entrance conductors and as a result did not include that cost in his bid. His affidavit also states that Henry Morgan, an electrical inspector for the CDB, contacted Illinois Power Company and confirmed that it would have done the installation and that Mr. Morgan also checked the bid and estimate papers of J.F. Inc. and confirmed that the cost was not included in the bid. Ultimately, electrical power for the project was furnished by Union Electric Company, not Illinois Power Company, and Union Electric Company refused to do the work. We think Mr. Fowler should have known about this possibility. His affidavit states he was particularly familiar with electrical contracting customs, practices, and procedures in Madison County where the project was located

and further that the area was either on the borderline of the jurisdiction of the two public utilities or was in an area of dual jurisdiction. The record does not indicate if he contacted Union Electric Company. More importantly, thinking that there was an issue, he did not seek clarification from the CDB. We find in favor of the Respondent on this issue.

As for the next item for which Claimant seeks compensation, television conduit which was not specified but required as an extra, the Respondent stipulated at the hearing that the \$1,020 claimed was owed.

Next, the Claimant seeks compensation for additional expenses incurred for the use of a helicopter to lift heating units from the ground to where they were to be **situated on top of the building. James Fowler testified** that the normal standard procedure for installing such units is to lift them onto the edge of the roof with a crane, setting it on planks to distribute the weight and then rolling them into place. He testified that he prepared his estimate on the assumption that his company would be allowed to set the units in place in this manner. When the time came to install the units he was denied permission to use that method of setting them in place by the architect. He could not recall the reason for denial of permission and the record otherwise contains no indication of a reason. The Claimant then brought in a large crane which had to be assembled on location in anticipation of lifting the units from the ground, beyond the edge of the roof, to the center of the roof where they were to be installed. This crane was so large it could not be supported by the ground underneath and had to be disassembled and removed from the project. After making inquiries in St. Louis, Claimant located a helicopter in Atlanta, Georgia, and

had it flown in to airlift the units into place. Claimant was billed **\$10,500** for that service. He testified he had figured a cost of \$8,000 in his bid to cover the locating of the units and the cost of the use of the two cranes exceeded that estimate. Claimant seeks **\$10,000** plus overhead and profit for a total claim of **\$12,500**.

The Respondent asserted four defenses to this item of the claim. First, Respondent states that contract provides that the Claimant had to put the units in place. It did not provide how they were to be put in place and Respondent should not be responsible for more than the original contract price because the Claimant was unable to get the job done within the cost estimated. We do not accept this argument. The unrefuted testimony was that the Claimant had planned on using a method which was the usual and ordinary way. He was prevented from doing it that way by the architect. He was forced to use a different method which necessitated incurring more expense. No reason whatsoever for the refusal of permission was offered. Under the circumstances we think that it was incumbent upon the Respondent to offer a rationale for requiring the Claimant to proceed in an out-of-the-ordinary way or else bear the responsibility for the added cost.

The Respondent's second argument is that the Court should not condone the Claimant's trying different methods until it finds one that works and then billing the Respondent for costs in excess of the estimate. This argument is not supported by the facts. Claimant's portion of its bid which related to the placement of the units on the roof was \$8,000. That estimate did not contemplate the second crane. Claimant does not seek recompense for it. Claimant is seeking the added expense incurred for doing the work in an out-of-the-ordinary way. Respondent has not suggested that the

way Claimant finally got the job done was inappropriate nor has Respondent suggested a less expensive way to have done it.

The third argument was that any damage suffered by the Claimant was occasioned by the architect. For reasons stated earlier, we do not accept this argument.

Fourth, and aside from the merits of this part of the claim, Respondent asserts there should be a setoff on the amount claimed. After performing the work at the site, the helicopter made an additional lift at another project of the Claimant which was underway at the same time. Respondent argues (that there should be a credit for that work and because the Claimant did not offer evidence as to the value of that work, the Claimant failed in its burden of proof as to the damage and this item should be denied. However, Claimant's testimony was that the helicopter was brought in for the express purpose of this project. The additional job was close to the site and performed at no charge. But for the architect's refusal to permit the Claimant to proceed in the normal fashion, the helicopter would not have been rented, according to James Fowler.

We agree with the Respondent that there should be a setoff against the amount claimed for the value of the work done by the helicopter at Claimant's other worksite. The Claimant did receive something of value not related to the Respondent's project. We do not find the method of billing entirely persuasive. However, we do not think that this portion of the claim should fail for lack of specificity as to the value of the service. Damages are not rendered uncertain because they are uncertain as to the amount, as distinguished from those which are too uncertain to be recoverable because they are not the certain results of the wrong that has been

committed. (*Neylon v. State, supra; Harmon v. State* (1978), 32 Ill. Ct. Cl. 543; *Brewer v. State* (1975), 31 Ill. Ct. Cl. 104.) We know what Claimant was charged for the rental of the helicopter and ordinarily the burden of proving a setoff is on the defense. A setoff was proven but not as to a certain amount. As the triers of fact, we find that Claimant has been damaged in the amount of \$5,000 plus 10% for overhead and 10% for profit for a total of \$6,000.

Claimant's final item of damages sought, that of interest, is denied.

In summation, we find that the Claimant has suffered damages in the following amounts:

Electrical contract delays	\$162,000.00
Heating contract delays	13,200.00
Hy-plug terminators	19,781.73
Fire damages	4,725.00
Television conduit	1,020.00
Helicopter	6,000.00
Subtotal	\$205,726.73
<u>Less recovery from architect</u>	<u>-8,000.00¹</u>
Total damages	\$198,726.73

The question of entering an award remains. This Court cannot enter an award **unless** sufficient funds remained released and unexpended in the appropriation made to fund the project. (See discussion in *Loewen-*

¹ The Claimant received a jury verdict against the architect for \$8,000 and acknowledged in its brief that it would be a setoff. What remains of that verdict after the appellate court's decision is unclear. Although the architect is named as an appellee in the reported decision, the decision itself **only refers** to the architect in passing. Throughout the decision the defendant was *referred* to in the singular and that defendant was S.M. Wilson & Company. When the parties were asked about what remained of the jury verdict at the oral argument, it appears that their **responses** were about S.M. Wilson & Company's portion of the judgment and **nothing** was said about the architect. We are assuming that the verdict against the architect remains intact. However, if it too was reversed and either party raises the matter in a motion for reconsideration within 30 days of the date of this opinion, we will reconsider this deduction.

berg/Fitch Partnership v. State (1986), 38 Ill. Ct. Cl. 227, 252-54, and *Ude, Inc. v. State* (1982), 35 Ill. Ct. Cl. 384.) Following the oral argument, Claimant presented the Court with fiscal year-end fund summaries for fiscal years **1974** through **1978**. Construction on the project ceased and final acceptance occurred during August of **1976**, but payments were made into fiscal year **1978**. Fiscal year **1978** was the last year payments were made on the project. The fund summary for fiscal year **1978** indicates that **\$2,393.23** was left over and unobligated. An additional **\$100** was obligated for payment of this claim. Thus **\$2,493.23** remained available for the Court to award in damages. That money was in line item appropriation number **141-51101-4470-63-75**. The fund summaries also indicate that there was shared funding for this project. The Respondent was responsible for **60%** and the user school district was responsible for **40%**. The school district's money was held in a State trust fund, No. **991-51101-1900-00-99**, which is a nonappropriated account and was entirely expended by the end of fiscal year **1977**.

For purposes of possible further legislative action, this Court finds that the Claimant has satisfactorily performed all of its obligations under the contract and has suffered damages in the amount of **\$198,726.73**. Of that amount, we are constrained by operation of law to deny awarding all but **\$2,493.23** of those damages.

It is hereby ordered that the Claimant be, and hereby is, awarded the sum of **\$2,493.23**.

(No. 77-CC-2404—Claimant awarded \$28,750.00.)

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

Opinion filed May 19, 1989

GOLDENHERSH & GOLDENHERSH, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES C. MAJORS, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—duty to inmates. The State of Illinois has a duty to provide inmates of correctional facilities with safe conditions under which to perform their assigned work and to provide safe and adequate work equipment with proper supervision.

PRISONERS AND INMATES—baler accident—inmate's hand injured—State's negligence was proximate cause. The Claimant suffered a hand injury when he was working with a tractor and a baler on a farm at the correctional facility where he was incarcerated, and the State's negligence in allowing the Claimant to use a tractor with a power-take-off unit that was known to be defective and dangerous was the proximate cause of those injuries.

SAME—comparative negligence—applicable to inmates. Even though inmates of correctional facilities must work under conditions assigned to them without being allowed the freedom of choice inherent in the doctrines of assumption of risk and contributory negligence, the Court of Claims, with the advent of comparative negligence, must look at the conditions under which an inmate acts in the face of known danger to determine whether the inmate will be assessed with any part of the responsibility for his or her actions.

SAME—baler accident—inmate 40% negligent—award granted. Where the evidence showed that an inmate voluntarily elected not to turn off the tractor he was working with before attempting to work on the baler which was attached to the tractor, the inmate was found to have aggravated the dangerous condition created by the State's negligence in allowing the inmate to use a tractor with a defective power-take-off unit, and therefore the inmate was found to have been 40% negligent.

SAME—hand injury—inmate 40% negligent—reduced award granted. An inmate of a correctional facility who suffered hand injuries while working with a baler attached to a tractor which had a defective power-take-off unit was granted an award reduced by the finding that he was 40% negligent, and the facts that his medical expenses had been paid by the State, and that he had received \$6,000 in settlement of the medical malpractice claim arising from the treatment of his hand injuries.

BURKE, J.

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner and this Court being fully advised in the premises,

Finds that Claimant was injured on July 26, 1976, while he was an inmate at the Menard Correctional Center and while he was working as a farm hand at that facility. Claimant brought this action to recover for personal injuries he alleges were caused by the negligence of the employees of the State of Illinois, pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. 37, par. 439.8(d)).

Claimant is presently 39 years of age. He resides in Granite City, Illinois, and has worked as a crane operator at Midwest Steel in Granite City since March 1980. He grew up on his parents' farm in Madison County and began operating farm equipment and machinery regularly while still a child. In July 1970, Claimant pleaded guilty to a murder charge and was sentenced to Menard Correctional Center.

During 1976, Claimant was working on the farm at the prison. Early in July, he operated one of the farm tractors as part of his regular work. The tractor had as a part of its equipment a device known as a power-take-off (PTO) unit. This device delivered power from the tractor's engine to any piece of equipment attached to the rear of the tractor. The PTO contained a gear to engage and disengage the power drive. Turning off the tractor engine, of course, also shut off the PTO. During the time Claimant was operating the tractor, he experienced trouble with the PTO in that the gear lever failed to engage and disengage the power train.

Claimant reported this condition to two officers at

the prison farm, who then confirmed the condition. The officers and Claimant reported this to Allen Gale, the assistant supervisor of the farm. The suggestion was made to Gale that the PTO needed repair. Several days later Claimant reminded Gale of the problem with the PTO and was directed by Gale to take the tractor to the farm garage for repairs. According to Claimant, the garage employees refused to make any repairs and advised Claimant to continue using the tractor in its then present condition.

Finally, Claimant stated that he was instructed by Gale to never shut off the tractor's engine while he was performing his work on the farm unless Claimant actually was leaving the tractor unused for at least 30 minutes. Gale's reason, according to Claimant, was that it was less expensive to allow the tractor to continue to idle than it was to stop and restart the engine after a short time.

On July 26, 1976, Claimant was directed by Gale to attach a large baler to the tractor in question and to bale straw in one of the farm fields. The baler was attached to the tractor's PTO. The baler contained large metal teeth which faced the front of the baler just behind the tractor. The teeth picked up the straw, and two rollers behind the teeth directed the straw into the baler, where the straw was packed into a large cylinder of straw and then was deposited behind the equipment.

Claimant began experiencing trouble with the baler rollers. Claimant stopped the tractor and disengaged the PTO gear. He left the tractor engine idling. After examining the baler, Claimant determined that several belts in the machinery were twisted. He fixed the belts and went to the front of the baler to examine the teeth and pick-up area. Without warning the PTO engaged

and began operating the rollers and other machinery in the baler. Claimant's initial reaction was surprise. He stood up behind the tractor and reached for the lever that operated the gear to disengage the PTO. While reaching, Claimant slipped, and his left hand landed on one of the rotating pick-up reels on the front of the baler drawing his hand into the machine and between the two rollers. The result was that Claimant's left hand was badly burned and scraped on the back of the hand. The skin was burned off.

Claimant was treated initially at Chester Memorial Hospital. He underwent surgery to graft skin onto his hand. All of the expenses for this medical treatment were paid by the State.

Claimant was released from prison in the spring of 1979. He first worked for his father in the sheet metal business and later became employed at Midwest Steel. He continued to experience problems with his hand injury and sought new medical care. He was referred to Dr. Joseph Eades, a specialist in plastic surgery at Jewish Hospital in St. Louis, Missouri.

Dr. Eades first examined Claimant in July **1980**. He found that claimant's injury did not heal properly. In October 1980, Dr. Eades attached skin from Claimant's abdomen to the wound area. This procedure required Claimant's hand to be attached to his abdomen for about **45** days to allow live skin to grow on the hand. Thereafter, several additional surgeries were required to complete the process. Claimant was released from Dr. Eades' care in April **1982**.

Claimant testified that he suffered substantial pain after the accident and continued to suffer until Dr. Eades released him. He described the pain during the time his hand was attached to his abdomen as quite

severe. He testified that he has limited strength, cannot make a complete fist and has less than full feeling in his left hand. He also experiences increased discomfort when exposed to cold. Claimant is right-handed and admits that he is able to perform most of his work tasks without difficulty or limitation.

Claimant lost wages of \$8,750 during his treatment under Dr. Eades. Claimant's total medical expenses were \$21,000, of which all but \$750 was paid by the State or by insurance coverage. Claimant filed a medical malpractice claim against the physician in Chester Memorial Hospital who initially treated him. This claim was settled, for \$6,000. Claimant's life expectancy is stipulated to be 78 years. He was 26 years old on the date of the accident.

Allen Gale testified that on the date of Claimant's injury, he was the farm supervisor at Menard Correctional Center. Claimant had been selected to work on the farm at Menard because of his farm experience and worked there for about a year prior to the accident. Gale worked with Claimant during that time. Claimant operated all the farm equipment and did minor repairs on the equipment, including the baler on which Claimant was injured. The baler had several warning signs attached which advised of the dangerous nature of the equipment and which further directed that the tractor engine be shut off before the operator performed any work on the equipment. Gale stated further that he warned Claimant never to attempt to unclog the baler from the front, where the straw or hay was drawn into the baler, but only from the rear, and only after both the PTO and tractor engine were shut off. Gale neither admitted nor denied specifically that he directed Claimant or anyone else to leave the tractor engine running unless it was not to be used for 30 minutes or more.

The State owes a duty to an inmate of its penal institutions to provide that inmate with safe conditions under which to perform the work assigned to him (*Reddock v. State* (1978), 32 Ill. Ct. Cl. 611); a further duty to supervise the work of an inmate and to provide safe and adequate work equipment (*Hughes v. State* (1984), 37 Ill. Ct. Cl. 251.) The State breached its duties to Claimant by requiring Claimant to work 'with a tractor whose PTO unit was known to be defective and dangerous. This breach of duty by the State constitutes negligence which was a proximate cause of Claimant's hand injuries.

The State asserts that Claimant was contributorily negligent by not turning off the tractor engine before attempting to repair the baler belts and by positioning himself in front of the baler while the engine was running. This Court has recognized that an inmate does not have the liberty of choice available to a person in private industry and must work under the conditions assigned to him. He is required to take orders without objections and does not possess the freedom of choice inherent in the doctrines of assumption of risk and contributory negligence. (*Moore v. State* (1952), 21 Ill. Ct. Cl. 282; *Reddock v. State* (1978), 32 Ill. Ct. Cl. 611.) However, with the advent of comparative negligence, the Court has looked at the conditions under which an inmate acts in the face of known danger to determine if any contributory negligence should be assessed.

In *Reddock*, Claimant was specifically ordered to use a grinding machine which was defective and dangerous and whose condition was known to supervisory officers. Claimant was injured while operating the machine in a normal manner.

In *Hughes*, *supra*, and in *Burns v. State* (1982), 35 Ill.

Ct. Cl. **782**, the Claimants were directed to work in conditions which were hazardous and without adequate protection or supervision, but in each case the Claimant performed an extra activity which was the ultimate cause that led to the injury from the dangerous condition. Whereas in *Reddock*, Claimant simply did his work on the dangerous machine as ordered and committed no additional negligent act, in *Hughes*, Claimant actually placed his hand in an area he could have avoided and thereby was injured in the dangerous activity. In *Burns*, Claimant carelessly reached into a dangerous area without looking and was injured because of the unsafe condition and lack of adequate safety equipment. Claimant in the instant case performed the voluntary acts of not turning off the tractor engine and of positioning himself where he knew he would be in danger from the PTO unit in the event the baler began operating, aggravated the dangerous condition created by the State's negligence, and must therefore be found guilty of contributory negligence to be compared to that of the State. It is found that Claimant was **40%** negligent.

The value of Claimant's injury is \$90,000. This total must be reduced by Claimant's **40%** comparative negligence to \$54,000. Since the State is entitled by statute to have this award further reduced by other recoveries to Claimant under section 26 of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. **37**, par. **439.24-6**), the \$54,000 shall be reduced as follows:

(A) \$6,000 which Claimant received in settlement of his medical malpractice claim; and

(B) **\$20,250**, the amount of Claimant's medical expenses which were paid by the State or by other sources.

It is hereby ordered that an award of **\$28,750** is

hereby entered in favor of Claimant, said award being in full and complete satisfaction of Claimant's complaint.

(No. 78-CC-1453—Claimants awarded \$15,000.00.)

JOHN ST. CYR *et al.*, Claimants, *u.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 7, 1989.

ALLEN KATZ (ANTHONY E. BLUMBERG, of counsel),
for Claimants.

NEIL F. HARTIGAN, Attorney General (ROBERT
SKLAMBERG, Assistant Attorney General, of counsel), for
Respondent.

HIGHWAYS—blow-up of highway—automobile accident—award granted. An award was granted for the personal injuries suffered by the Claimants when the automobile in which they were riding struck a hole in a highway caused by a blow-up and crashed into an embankment, notwithstanding the State's contention that it was not an insurer of the highways, since the record established that the State had knowledge that the highway where the accident occurred had been the site of 70 similar blow-ups, but that no warning signs had been erected.

MONTANA, C.J.

The facts of this case appear as follows: on September 23, 1976, an automobile operated by John St. Cyr on Interstate-57 (I-57) struck a hole described by the State's sole witness as being two feet wide by three feet long and six to eight inches in depth. Some testimony by Claimants indicated the length and width were larger. This hole was in Coles County, Illinois, near mile marker 181 on I-57 in the northbound lanes. The occupants of this automobile were Claimants Joseph Doyle, owner of the automobile, Diane Dorsey and Ivy Elaster. The record shows that as a result of striking this hole, the

vehicle went off the highway, overturned and struck an embankment. It is uncontroverted that Claimants sustained personal injuries as a result of striking this hole, although the extent of the personal injuries is in question. There is no credible evidence that the Claimants were negligent. It appears that Claimants were exercising due and reasonable care. The sole issue of law is whether the Respondent had actual or constructive knowledge of this hole or the condition of 1-57 in Coles County.

We find that the Respondent did have constructive knowledge of the condition of 1-57 in Coles County for the following reasons:

The Respondent's knowledge of the condition of this highway was contained in an Illinois Department of Transportation report dated November 1, 1978, and entered into evidence in December of 1985. This contains the report of the foreman for road maintenance in Coles County on the condition of 1-57 and some particulars of the accident scene as the foreman saw it. The foreman was the Respondent's only witness. He testified that the hole was a "blow-up," *i.e.*, a hole created by the seepage of water into the concrete, an expansion of the water from heat during the summer and early fall, and a consequent explosion or "blow-up," 1-57 in this county is 25 miles long, runs north and south and has four lanes. The foreman testified that on the morning of the accident he had done a maintenance check '1-57 which included mile-marker 181, but he found no blow-up. An hour later, at mile-post 192 southbound, he was informed of an accident at 181. He returned there and found Claimant's car tipped over and the Claimants removing themselves from the car. Claimants' testimony was that they had difficulty doing so due to damage to the automobile and personal injuries. The foreman in his testimony and in the report said that 1-57

and other Coles County highways are subject to blow-ups in summer and early autumn, and that 1-57 was a priority maintenance job. On 1-57 in the summer and early fall there had been 70 blow-ups, some blow-ups being 30 feet long and 12 feet wide, and there had been 20 blow-ups on other county highways. The foreman had 17 years' experience in road maintenance with the Respondent and an additional 13 years in road maintenance work. Blow-ups were so common that when a State investigator questioned him about the accident, the investigator confused it with another blow-up accident which also caused another vehicle to tip over. The foreman termed the automobile in the other accident a "wreck" and that it occurred at mile-marker 191 in the southbound lanes.

The Respondent contends that it had no actual notice or constructive notice of the blow-up; however, it clearly had notice of the numerous blow-ups that occurred previously. The Respondent cites *Anderson v. State* (1955), 22 Ill. Ct. Cl. 413. That case refers to an accident on a bridge caused by a much smaller hole, which was two inches deep, one foot to two feet long, and one foot wide. The State had no knowledge of that hole and the Court dismissed the claim. On the granting of a new trial and new evidence adduced by Claimant which showed the hole had been in existence for one month, this Court, on rehearing, granted relief. The *Anderson* case appears controlling; the Respondent's citation of *Norman v. State* (1983), 35 Ill. Ct. Cl. 693, is not helpful since the case was not fully litigated.

In the cause herein, 70 blow-ups occurred on 1-57 but Respondent put up no warning signs or reduction of speed signs. We hold that, under the doctrine of *Anderson, supra*, Respondent had knowledge such that it is liable to the Claimants. The Respondent's

witness and report is consonant with this holding. The Respondent argues that it is not an insurer of the highways as to accidents, but this does not apply where, as herein, it had knowledge of the general condition of the highway with approximately two months' or more notice. Notice in the *Anderson* case was one month.

An award is therefore made to Claimants as follows: \$2,000 to John St. Cyr for pain and suffering, \$2,000 to Ivy Elaster for pain and suffering, \$1,000 to Joseph Doyle for damage to his automobile, \$5,000 to Mr. Doyle for pain and suffering, and \$5,000 to Diane Dorsey for pain and suffering.

(No. 81-CC-2487—Claim dismissed.)

**CONVALESCENT HOME OF THE FIRST CHURCH
OF DELIVERANCE, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed December 20, 1988.

BERNARD ALLEN FRIED, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHY O'BRIEN,
Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID *Corn-burden on Claimant.* A Claimant seeking to recover for services provided to recipients of public aid has the burden of proving the allegations of the complaint with regard to the authorization to provide the services, appropriate billing for services and the failure of the State to compensate for the services provided.

SAME—nursing home services—public aid recipients—prima facie case not established—claim dismissed. A nursing home which provided services to recipients of public aid failed to establish a *prima facie* case and the State's motion for a directed verdict was granted, since the Claimant, even though provided ample opportunity, failed to identify the parties to whom services were provided, the dates of service or why the Department of Public Aid was responsible for compensating the Claimant.

RAUCCI, J.

The Claimant, an Illinois not-for-profit corporation, filed this action seeking judgment in its favor in the amount of **\$170,121**.

The Claimant alleged that it was a licensed nursing home, that it provided medical and other care to needy and indigent persons, specifically, residents admitted to the Claimant's home under provisions of the appropriate regulations of the Illinois Department of Public Aid, and that said residents were provided with room, board and nursing care.

The following events have occurred in this case:

1. This matter was first set for pretrial on October **21, 1981**, and subsequent to that pretrial, conferences were held and continued from time to time.

2. A total of **15** pretrial conferences were held during which time Claimant admitted that it had been paid for many of the items listed in its Complaint and that its claim should only be considered for several residents.

3. This matter was set for hearing for May **10, 1985**, the parties did appear and the hearing took place. Claimant offered the testimony of Arthur Sloan, a secretary for the Claimant.

4. After the testimony of Mr. Sloan, Claimant rested.

5. At the conclusion of Claimant's case, the Respondent moved for a directed verdict. Respondent stated it wished to stand on its motion and not produce any witnesses. The parties were allowed time to file briefs. No briefs were filed.

6. The following was recommended:

Section 2—1110 of the Code of Civil Procedure (Ill. Rev. Stat. 1983, ch. 110, par. 2—1110), applies to proceedings before a Commissioner of the Court of Claims on any proceedings before the Court of Claims. The Claimant had the responsibility of proving the allegations contained in this Complaint with regard to authorization to provide the services indicated, appropriate billing for services indicated, and failure of the Respondent to compensate for said services billed.

The Claimant offered the testimony of Arthur Sloan. No other evidence was submitted. Mr. Sloan's testimony failed to indicate the identity of parties, patients or residents for which services were provided. His testimony never indicated why the Department of Public Aid was responsible for providing compensation for said service and no specific dates of service were indicated.

The witness refreshed his memory from a list of patients in the home, a document to which the witness referred during his testimony. However, the document was not admitted into evidence, the witness never indicated the exact amount for which it claims the Department failed to provide compensation and further testified that he did not prepare said document.

The Claimant, though offered ample opportunity, failed to produce the preparer of said document for further testimony and never offered any further documentation or evidence other than the testimony of Arthur Sloan.

This Court finds that the Claimant failed to make a *prima facie* case and the Respondent's motion for directed verdict was timely and appropriate. The Claimant has had ample time to file any memorandum other than its response to the motion and has had ample time to file for reopening of proofs or for a new hearing.

The Claimant having wholly failed, from 1981 through the present, to produce evidence to support its complaint, the claim must be denied.

It is ordered, adjudged and decreed that this claim is dismissed.

(No. 81-CC-2875—Claimant awarded \$2,085.00.)

DELORIS SMITH, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed January 5, 1989.

LOUIS S. GOLDSTEIN & ASSOCIATES, LTD., for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN PERCONTI, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—slip and fall—water on floor of State office—award granted. The Claimant was granted an award for the ankle injuries she suffered when she slipped on standing water on the tile floor of a State office where she had gone to renew her driver's license, since the evidence established that it had been raining, and the State had constructive, if not actual notice of the standing water, yet no attempt was made to correct the condition, but the Claimant's request for lost wages was denied due to the lack of solid evidence of the time she lost from work.

DILLARD, J.

This cause comes on to be heard following a hearing before the Commissioner, and the Commissioner having filed his report. Claimant, Deloris Smith, was a business invitee at the Illinois Secretary of State driver's license facility at 570 West 209th Street, Chicago Heights, Illinois. Claimant testified that after an examination for the purpose of renewing her driver's license, she walked to the waiting area of Respondent's facility, where she

slipped and fell. Claimant alleges she slipped and fell to the floor due to water accumulation on a tile floor. Claimant and another witness, who accompanied Claimant to the driver's license facility, testified that it was raining "hard" at the time of the accident and rain water had been carried into the waiting area by people using the facility.

Due to her fall, Claimant injured her right ankle and hip. Claimant was examined by Louis Cogs, M.D., the day following her fall and received injections and ultrasound treatment to her right ankle. Dr. Cogs' invoice for services rendered was \$480 for 12 visits. Also, Claimant was examined at Cook County Hospital for marked soft tissue swelling of the right ankle. The invoice of Cook County Hospital was \$105.

At the time of her injury, Claimant was the coordinator and director of a program for the Illinois Office of Education summer food program. Her salary was \$200 per week and she was allegedly absent from work for approximately two months following the occurrence. Although Claimant does allege lost wages, her testimony at the hearing was indefinite and Claimant has offered no solid evidence of time lost from work.

From the record the Respondent possessed constructive, if not actual, notice of the standing water. From the testimony of the witnesses it was clear that the water on which Claimant slipped was at least one foot in diameter and had been sitting on the floor for at least one-half hour. There was no attempt by any of Respondent's agents to warn the public about the wet tile floors or clean up the area of standing water. Therefore, the Court finds that the Respondent was negligent in allowing the condition which caused Claimant's fall to exist.

It is thereby ordered that Claimant is awarded \$2,085 in full and complete satisfaction of her claim.

(No. 82-CC-0215—Claimant awarded \$16,342.00.)

WIL-FREDS, INC., Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Order filed July 1, 1982.

Order filed September 15, 1982.

Opinion filed February 23, 1989.

O'HALLORAN, LIVELY & WALKER and JOHNSON, CUSACK, BELL, O'HALLORAN & DEMARET, LTD. (PAUL T. LIVELY, of counsel), for Claimant.

TYRONE C. FAHNER and NEIL F. HARTIGAN, Attorneys General (GLEN P. LARNER and ERIN O'CONNELL, Assistant Attorneys General, of counsel), for Respondent.

SUMMARY JUDGMENTS—construction contract claim—partial summary judgment granted. In a claim arising from a contract under which the Claimant participated in the construction of a school building, the Claimant's motion for partial summary judgment as to two amounts sought was granted where the State conceded the Claimant was entitled to those amounts and did not file an answer to the Claimant's motion.

STIPULATIONS—school construction—joint stipulation—award granted. Based on the joint stipulation of the parties, an award was granted for several counts of a claim arising from a contract under which the Claimant participated in the construction of a school building while reserving judgment on the count pertaining to the provision of security service at the work site, since the stipulation eliminated several matters from contention and it was entered into fairly and with full knowledge of the facts and applicable law.

ESTOPPEL—Court of Claims has no jurisdiction over claims sounding in equity. The doctrine of promissory estoppel is an equitable doctrine under which a party is offered relief when no legal remedy is available, but the Court of Claims has no jurisdiction over claims sounding in equity.

CONTRACTS—school construction—state not responsible for providing

security service at work site— claim dismissed. The fact that a contractor's bid to provide security service at the site of a school construction project was rejected by the State did not provide a basis for the contractor's claim for losses suffered due to vandalism, notwithstanding the contractor's assertion of the doctrine of promissory estoppel, since the Court of Claims has no jurisdiction over claims sounding in equity, and even if it did, the evidence failed to show that the State made any statements or created any circumstances under which the contractor could have justifiably believed that the State was going to provide security service for the site, especially where the contractor followed the insurance provisions of the contract, but elected to purchase coverage with the highest deductible allowed.

ORDER

HOLDERMAN, J.

This matter comes before the Court upon motion by Claimant for partial summary judgment in two amounts: the amount of **\$2,340.85** and a second amount of **\$1,787**. Claimant bases its motion on the fact that Respondent's answer in this cause, filed April 2, 1982, concedes that Claimant is entitled to the above two amounts.

Claimant's motion for partial summary judgment was filed April 12, 1982, and Respondent has not filed an answer to said motion except in its answers to interrogatories filed June 1, 1982.

It is hereby ordered that Claimant's motion for partial summary judgment be, and the same is, granted, and an award is hereby entered in favor of Claimant in the amount of **\$4,127.85**.

ORDER

HOLDERMAN, J.

This matter comes before the Court on the joint stipulation of the parties, which states as follows:

1. That the instant claim is based upon a contract between Claimant and Respondent for the construction

of McCormick Elementary School (CDB Project No. **761-031-020**).

2. That the complaint alleges in five separate counts that certain acts and occasions of a failure to act were in breach of the contract and caused Claimant to suffer damages in the amount of **\$96,658.05**.

3. That Count II and a portion of Count V of the complaint have been resolved in Claimant's favor through a motion for summary judgment and the Court's order of July 1, **1982**, awarding Claimant **\$4,127.85**.

4. That in the interest of reducing the time and expense of trial and in recognition of a limited amount of liability on Respondent's part, Respondent and Claimant have agreed to partially settle the instant claim.

5. That the parties agree to an award of **\$12,656.50** in full and final satisfaction of Count I of the complaint.

6. That the parties agree to an award of **\$3,685.50** in full and final satisfaction of Count V of the complaint.

7. That the parties agree that Count III of the complaint be dismissed with prejudice and that Claimant be barred forever from seeking damages from Respondent for the occurrence alleged in this Count.

8. That the total amount agreed upon herein equals **\$16,342**.

9. That this stipulation expressly reserves Count IV of the complaint to be determined by a hearing limited to the issues raised therein.

10. That this stipulation is being made with the intention of eliminating all matters from controversy except for Count IV of the complaint.,

11. That it is agreed that an award of **\$16,342** will

constitute full and final satisfaction of Count I, Count III and Count V of the complaint (Count II having been already resolved by the Court's order of July 1, 1982).

12. That the parties agree to waive hearing and the filing of briefs on all issues and allegations of the complaint other than those contained in Count IV.

Although the Court is not bound by this stipulation, it does not, as a rule, desire to interpose a controversy between parties where none seems to exist. The instant stipulation, which would eliminate from contention all matters and issues in the complaint other than those in Count IV, appears to have been entered into fairly and with full knowledge of the facts and applicable law. This being the case, we see no reason not to honor the request of the parties.

Claimant is hereby awarded the sum of **\$16,342** in full and final satisfaction of Counts I, III and V of the complaint. This order, and the Court's order of July 1, 1982, eliminate from controversy the matters contained in Counts I, II, III and V, specifically reserving Count IV for a trial on the merits.

OPINION

RAUCCI, J

This claim is made against the State of Illinois and in particular the Capital Development Board.

During the course of pretrial conferences all matters in the complaint were resolved, either by stipulation or dismissal with the exception of Claimant's original Count IV of the complaint.

The parties did stipulate that the damages to be awarded, if the Claimant were to prove its cause of action on Count IV, would be **\$6,221.39**.

The Claimant's case, including all testimony and the documents admitted into evidence, centers around the fact that the Capital Development Board (CDB) solicited bids on the construction of the McCormick Elementary School in Chicago, Illinois. The Claimant also bid on the CDB's solicitation as to alternate bid G-2 with regard to the cost of providing off-hour security service. This alternate bid was considered to be an "add to." The Claimant's bid for the base work was accepted, that being the third and final phase of the construction project. Their bid with regard to security service was not accepted.

The Claimant entered into a contract with the CDB pursuant to the "standard documents for construction" which set out duties and responsibilities of the parties to **the contract**. In accordance with those general conditions, particularly **01010** 1.02(b), it designated the general contractor as a party required to purchase and maintain builder's risk insurance. This requirement mandated that the Claimant purchase the insurance. This requirement mandated that the Claimant purchase the builder's risk insurance with a deductible not to exceed \$1,000. The Claimant did purchase said insurance to that deductible limit.

The Claimant's evidence established that on various occasions they suffered vandalism or theft which was documented.

The Claimant testified that since it was not granted the "add to" contract, it relied to its detriment on the Respondent to provide security to prevent said losses.

In its brief, Claimant argues that conduct of the Respondent in using the alternative bid format caused Wil-Freds to assume that Respondent would provide anticipated security. The Claimant's argument is that the

legal principle germane to the resolution of this issue falls within the well recognized legal doctrine of promissory estoppel. Claimant alleges that it has proved a cause of action under promissory estoppel and that an award should be entered in the stipulated amount.

The Respondent, in its brief, asserts the defense that the Court of Claims has no jurisdiction over any claim predicated upon equitable doctrines, including promissory estoppel.

Promissory estoppel is an equitable doctrine offering relief where no legal remedy may be available. This Court has held that it has no jurisdiction over claims sounding in equity. See *In re Application of Ward* (1981), 35 Ill. Ct. Cl. 398.

The Claimant contends, because of the bidding procedure, it should have been able to rely on the Respondent to provide security at the job site. However, nothing about the procedure indicated that the standard documents for construction were not to apply. In fact, the Claimant did enter into a contractual arrangement in which it did have the obligation to provide its own builder's risk insurance. The Claimant elected to purchase the insurance with the highest deductible amount. Claimant now comes and asks for further indemnification because it elected to take on the highest risk possible.

Even if this Court were to have jurisdiction over equitable causes of action such as promissory estoppel, the Claimant did not meet its burden to show that the Respondent knowingly issued statements in the bidding process, or created a circumstance on which the Claimant could rely. Further, the Claimant failed to prove that any of its reliances directly caused any of the detriment suffered. If the Respondent were to cause the Claimant

to rely on the alternative bid process, that alone did not create the damages suffered by the Claimant. The Claimant did enter into the contract knowingly and did purchase the risk insurance intentionally allowing the deductible to be the highest permitted.

Therefore, it is ordered, adjudged and decreed that this Claim is dismissed and forever barred.

(No. 82-CC-1619—Claim denied.)

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

Opinion filed January 30, 1989.

MARK D. HASSAKIS, for Claimant.

NEIL F. HARTIGAN, Attorney General (**SUZANNE SCHMITZ**, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—fatal accident—no evidence debris caused water to overflow onto highway—claim denied. A wrongful death claim arising from a fatal automobile accident allegedly caused by the State's negligent failure to keep the gutters clean along a highway was denied, since there was no evidence that any debris in the gutters of the highway caused water to overflow onto the traveled portion of the highway, and the only occurrence witness was unable to testify as to why the driver lost control.

NEGLIGENCE—res ipsa loquitur inapplicable. The doctrine of *res ipsa loquitur* was inapplicable to a wrongful death claim arising from a fatal automobile accident allegedly caused by the State's failure to keep the gutters along a highway clean, since the essential element of control of the vehicle by the State was lacking.

SAME—duty exists only when harm is foreseeable A legal duty requires more than the mere possibility of an occurrence, and the State is charged with a duty only when harm is legally foreseeable.

SAME—foreseeability—duty—factor to be considered. In determining whether harm is foreseeable or whether a duty exists, the Court of Claims must consider the magnitude of the risk involved, the burden of requiring

the State to guard against the risk, and the consequences of placing such a burden on the State.

HIGHWAYS—tree along highway—State had no duty to remove. The State had no duty to remove a tree which was more than 15 feet from the edge of a highway at the site of the fatal accident which was the subject of the Claimant's action, notwithstanding the Claimant's contention that it constituted a hazard to vehicles which might leave the highway, since the applicable standards only required a 10-foot clearance zone in the area where the accident occurred, and based on a consideration of the factors applicable to determining whether a legal duty existed, the State had no duty to remove the tree.

SAME—fatal accident—tree removed after accident—no evidence of negligence. In a wrongful death action arising from an accident which occurred when the automobile in which the Claimant's decedent was riding left the highway and crashed into a tree, the mere fact that the State removed the tree after the accident was not evidence of negligence on the part of the State, since the State had no duty to remove the tree and the reasons for its removal were unknown.

MONTANA, J

This is an action for wrongful death against the State of Illinois pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1981, ch. 37, par. 439.8(d)). The complaint alleges that Steven L. Hayes was killed in a one-car accident because the State failed to properly maintain the right-of-way along the shoulder of Illinois Route 37 and because the State failed to properly maintain the roadway surface of Route 37 itself. Claimant is the administrator of the estate of the decedent.

On October 22, 1979, decedent was riding as a passenger in an automobile being driven by Nedra Hayes, decedent's mother. Decedent was seated in the right rear seat of the automobile. The only other occupant of the vehicle was Debra Little, who was a passenger in the right front seat. The car was proceeding south on Route 37 in the rural part of Fayette County. The automobile suddenly left the pavement and struck a tree on the east side of the roadway about 15 feet from the east edge of the paved portion of the roadway. Nedra Hayes, the driver, and Steven Hayes, the rear seat

passenger, were killed in the collision; Debra Little, the front seat passenger, survived.

Claimant has brought this claim to recover for the benefit of Amanda Hayes, the infant daughter of decedent, pursuant to section 2 of the Wrongful Death Act (Ill.Rev. Stat. 1981, ch. 70, par. 2). Decedent left no surviving spouse and the infant child Amanda was his only next-of-kin.

On the date of the accident Nedra Hayes was driving decedent and Debra Little ‘from Effingham to Mt. Vernon. They had left Effingham some time shortly after noon. The weather was rainy and the pavement wet. Debra Little, the only eyewitness,’ testified that in her opinion the automobile was being driven safely by Nedra Hayes. She had no opinion as to the speed of travel along the roadway. She gave a written statement before trial that she noticed there had been water on the roadway in several places before the accident. She testified at trial that suddenly it felt like the car hit water and started to slide. There was no time to brake or change direction before the car hit the tree. The witness’ testimony was that the collision occurred “in a split second” from the time the automobile began to slide.

The physical evidence at trial was that the accident occurred on a long uphill grade on Route 37. The hill begins at a creek bed at the base of the hill, and the road ascends in a southward direction. The roadway at that point is two-lane concrete with concrete gutters on the edge of the main traveled portion. There is no separate shoulder. About 120 feet north of the tree, on the west side of the roadway, a private driveway enters the roadway from a fairly steep decline down onto the roadway. At least a portion of this driveway is dirt and gravel.

Clarence DePoister, an employee of the Illinois department of highways, was operating a State truck along Route 37 and came upon the accident about 15 to 30 minutes after it had occurred and after the State police had arrived. He testified that he did not see any water over the highway at that time, nor did he see any debris in the gutter on the side of the roadway. The investigating State trooper described the scene in a similar fashion.

DePoister also testified that before he reached the accident scene, the rain had been so heavy that he had been forced to stop his truck and wait until it let up.

Finally, DePoister testified that he had driven that section of Route 37 on many occasions and was very familiar with the roadways. He had in the past seen water flow in such large volume in the gutters down the hill that the water overflowed the roadway because the gutters could not handle the volume. There were no signs on the highway to warn motorists of this intermittent condition. This situation was verified by a witness who had resided in the area for a long time.

Claimant introduced into evidence photographs taken about four years before the accident by the highway department which showed the scene and also showed the driveway coming in from the west side down the side slope. Photographs taken several years after the accident showed the same driveway. In each set of photographs there is shown gravel and dirt completely across the gutter on the west side of the roadway, which is adjacent to the southbound lane. Several witnesses from the highway department testified that the condition in the photographs depicts excess debris in the gutter and is a condition which should be manually cleaned by State highway maintenance crews whenever found.

Claimant also introduced evidence as to the standards for clearance of trees from the right-of-way along the side of the roadway. Although there was some disagreement as to the correct standard to be applied, the evidence was clear that the standard recommended on Route 37 in Fayette County, taking into consideration the average daily traffic count at the accident scene, was a clearance of 10 feet off the edge of the roadway.

Claimant also introduced evidence that, within two months after the accident, the tree in question was cut down by the highway department. No explanation as to the reason for its removal was given by either party.

Claimant's arguments as to the State's liability are founded upon the premises that the State was negligent in not keeping the gutters clean along the sides of Route 37 so that debris collected in the gutters and caused the rainwater to overflow the traveled portion of the highway, and the State was negligent in not removing the tree from the area within 15 feet of the edge of the roadway because it constituted a hazard for vehicles which may leave the roadway.

In regard to the first premise, there is no evidence that any debris caused water to overflow the main traveled portion of Route 37 so as to cause the car in which the deceased was riding to leave the highway. The only occurrence witness, Debra Little, could not testify as to why the driver lost control. Evidence of debris clogging the gutter on the date of the accident is absent—the investigating police officer and DePoister both testified they saw no such debris. Claimant's attempt to use the driveway on the west side of Route 37 as the source of debris fails because pictures of that area showing debris are too far removed in time to be conclusive and because the accident occurred after the

vehicle had passed the opening to the driveway. Claimant's further argument that there is sufficient evidence to support a *res ipsa loquitur* theory of liability lacks the essential element of control of the vehicle by the State. *Mavraganis v. State* (1984), 36 Ill. Ct. Cl. 153.

Claimant's second premise fails because the evidence shows that the standards introduced into evidence recommend a 10-foot clearance zone in the area of Route 37 where the accident occurred. Since the tree was 15 feet from the edge of the roadway, the standard does not apply to that tree. The State was within compliance of recommended standards. There is no duty upon the State to clear every possible source of injury from areas in the more remote proximity of the roadway. A legal duty requires more than the possibility of occurrence, and the State, like any other person, is charged with such a duty only when harm is legally foreseeable. (*Cunis v. Brennan* (1974), 56 Ill.2d 372, 308 N.E.2d 617; *Beal v. Kuptchiun* (1987), 164 Ill. App. 3d 191, 517 N.E.2d 712; *Champs v. Chicago Housing Authority* (1986), 141 Ill. App. 3d 881, 491 N.E.2d 20.) The issues of "foreseeability" and "duty" involve a myriad of factors, including the magnitude of the risk involved, the burden of requiring the State to guard against the risk, and the consequences of placing such a burden on the State. (*Nelson v. Commonwealth Edison* (1984), 124 Ill. App. 3d 655, 465 N.E.2d 513.) It is the finding of this Court that a consideration of all these factors leads to the conclusion that the State had no legal duty to remove the tree in question before the accident. (*Coleman v. Windy City Balloon Port* (1987), 160 Ill. App. 3d 408, 513 N.E.2d 506; *Newby v. Lake Zurich Community Unit District* 95 (1985), 136 Ill. App. 3d 92, 482 N.E.2d 1061.) The fact that removal occurred after the accident, for unknown reasons, is not evidence of

negligence. *Davis v. International Harvester* (1988), 167 Ill. App. 3d 814,521 N.E.2d 1982.

For the foregoing reasons, it is hereby ordered that this claim be, and hereby is, denied.

(No. 82-CC-2483—Claimant awarded \$85,355.59.)

COMMUNITY COLLEGE DISTRICT 526, Claimant, v.
THE STATE OF ILLINOIS, Respondent.

Opinion filed January 9, 1989.

ENSEL, JONES, BLANCHARD & LABARRE (ALFRED LABARRE, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (MICHAEL TAYLOR, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—corrective work—community college construction—claim by college allowed. A community college's claim for corrective work required after construction of the college was completed was allowed, notwithstanding the State's contention that claims against the lapsed funds appropriated for the project were limited to original construction, since the State, through the Capital Development Board, was contractually bound to use the funds for proper performance of the construction, and that included its completion and correction, and the evidence showed that the Board itself spent a large amount of the appropriated funds for corrective work.

RAUCCI, J

On February 10, 1972, the Illinois Building Authority, hereinafter referred to as IBA, contracted with Carney General Contractors, Inc., hereinafter referred to as Carney, to construct the Lincoln Land Community College campus, hereinafter referred to as Lincoln Land. This contract was assigned by IBA to the Capital Development Board, hereinafter referred to as CDB, on September 22, 1972, and work began on the project.

The general contractor, Carney, breached its contract through unsatisfactory and incomplete performance and its contract was terminated in August of 1976 by the CDB. A number of lawsuits ensued, both in circuit court and the Court of Claims. One of these suits was by Carney against CDB in the Court of Claims, No. 76-CC-1622. Another suit was by the CDB against Carney in circuit court. A third was by Carney against Lincoln Land and others in circuit court. The circuit court cases involved various counterclaims and were consolidated.

Prior to trial on the merits in any of these suits, **Carney and CDB reached a separate settlement** agreement. As a part of that agreement, CDB retained all \$99,190 of the monies it had retained from Carney's periodic payments pursuant to the retainage provision in their contract. This provision provided for a 10% retainage "to insure proper performance of this contract * * *." These funds, being a part of appropriation No. 141-511844470-4973, lapsed.

Shortly after the settlement between CDB and Carney, all the remaining cases were settled and all litigation among Carney, Lincoln Land and the architects was concluded. No monies were received by the college in any of these settlements to conclude the project or correct problems caused by Carney.

In 1980, Fitch/LaRocca Associates, Inc., the architects on the project, filed two suits against the CDB in the Court of Claims seeking recovery of unpaid architects' fees. The architects and the CDB entered into a joint stipulation and on March 25, 1982, we ordered the payment of the architects' fees from the lapsed retainage funds, thereby reducing them to \$85,355.59. Subsequently, the General Assembly appropriated that amount and it was paid.

In May of **1982**, Lincoln Land filed the instant claim alleging that it had spent monies toward repair and completion of the work unsatisfactorily done (or not done) by Carney and that there remained further work to be done to complete the project.

A motion for summary judgment by the CDB was denied by the Court by order entered December **30, 1985**, but in the order we found that Claimant is a third-party beneficiary of the construction contract. An evidentiary hearing was held on July **3, 1986**, before Commissioner Bruno Bernabei. At the hearing, the only witness to testify was John Costello, director of buildings and grounds at Lincoln Land Community College, who testified on behalf of Claimant.

Mr. Costello's testimony, which was unrefuted, was to the effect that as of July **1986**, Lincoln Land had spent **\$94,168.43** on corrective work made necessary by Carney's breach. Costello also testified that there remained **\$62,836** worth of work left to be done based upon the last CDB punch list as adjusted by him to reflect corrective work completed after publication of the punch list.

Claimant seeks the remaining **\$85,355.59** of the appropriation as reimbursement for corrective work it had to pay for and as funds to use in completing the corrective work remaining.

Respondent does not dispute the foregoing statement of facts. What is in dispute is CDB's legal duty to use the lapsed appropriation funds to reimburse the Claimant for corrective work paid for by Claimant.

In the instant case, the CDB has refused to pay for corrective work necessitated by the defective work of the general contractor. The CDB agreed to the payment

of unpaid architects' fees out of lapsed funds, but resisted and continues to resist reimbursing 'Lincoln Land for the cost of said corrective work.

The position of Lincoln Land is that it seeks lapsed funds to the extent of their appropriation and that they are owed this money for either of two reasons:

1. Section **5—12** of the Public Community College Act (Ill. Rev. Stat., ch. **122**, par. **105—12**) charges CDB with paying for corrective work out of appropriated funds.

2. That Lincoln Land is a third-party beneficiary to the contract between CDB and the contractor wherein it was provided that the retainage held by CDB was "to insure the proper performance of this contract."

Since CDB kept the retainage, it is contractually bound to use it for the proper performance of the work, *i.e.* its completion and correction.

CDB's brief ignores the second of the above reasons and in response to the first it maintains that there is a distinction between "corrective work" and "construction." Respondent's position apparently is that the lapsed appropriation was specifically limited to original construction costs and thus cannot be utilized for corrective work.

This Court is not persuaded that said position is correct to defeat the claim. The evidence shows that CDB, itself, spent a great deal of the appropriated funds for corrective work. The CDB punch list was submitted as evidence and testimony showed that they already corrected many of the problems caused by the contractor. No evidence exists of any separate appropriation to cover this corrective work.

It is therefore clear that corrective work such as involved in the instant case is covered by this appropriation. None of the cases cited by the CDB in its brief support the contention that corrective work cannot be performed even if the appropriation bill is limited solely to construction.

The Claimant is limited to a recovery of the lapsed appropriation funds in the amount of \$85,355.59.

It is therefore ordered, adjudged and decreed that the Claimant be awarded the sum of \$85,355.59 in full settlement of this claim.

(No. 83-CC-0198—Claimants awarded \$180,000.00.)

**JAMES STILLS and FRANCINE STILLS, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Opinion filed February 7, 1989.

SIDNEY ROBIN, LTD., for Claimants.

NEIL F. HARTIGAN, Attorney General (**DANIEL H. BRENNAN, JR.,** Assistant Attorney General, of counsel),
for Respondent.

HIGHWAYS—duty of State to travelers. The State of Illinois has a duty to maintain its highways in a reasonably safe condition for all users, and in order to prevail on a claim for a breach of that duty, the Claimants must show that the State had actual or constructive notice of the defect which caused his or her injuries.

SAME—constructive notice—depends on facts of case.

SAME—potholes—constructive notice established. In an action arising from an automobile accident caused by potholes in a highway, the testimony of a police officer and two lay witnesses was sufficient to establish that the State had constructive notice that the potholes existed, since the witnesses testified that the potholes had been in existence for several weeks prior to the accident, and that was sufficient time for the State to be charged with constructive notice in view of the high level of traffic on the highway.

SAME—potholes—actual notice established. Based on the fact that the Department of Transportation received a complaint of potholes along the highway where the Claimants' automobile crashed, the State was held to have had actual notice of the condition of the highway, notwithstanding the State's contention that the complaint encompassed an area 5½ miles long, since the State could have easily inspected the area involved.

SAME—potholes—state had notice—severe weather no defense. The State's contention that the severe nature of the weather should have relieved it of liability for an accident caused by a pothole in a highway even though it had actual notice of the condition was rejected in the absence of any evidence that the State made any request for additional help or any attempt to deal with the heavier than normal workload.

DAMAGES—automobile accident—pothole—\$100,000 to husband—\$80,000 to wife. In an action for the injuries sustained by a husband and wife when their automobile crashed after striking a pothole, the husband was granted the maximum award of \$100,000 based on the severity of his injuries, and the wife was awarded \$80,000 for the loss of consortium as a result of the accident.

PATCHETT, J.

This claim arose out of an accident which occurred on Foster Avenue in Chicago, Illinois, on April 11, 1982. James Stills, one of the Claimants, was driving east on Foster Avenue at 11:30 a.m. Shortly after crossing a viaduct, Mr. Stills hit a series of deep holes and depressions in the eastbound lanes of traffic. As a result of striking the potholes, his vehicle went out of control and struck a tree on the south side of Foster Avenue. Mr. Stills sustained severe and permanent injuries.

The other Claimant, Francine Stills, is the spouse of the Claimant, James Stills. The basis of her claim is a loss of consortium as a result of the injuries suffered by James Stills in the accident.

At the oral argument of this cause before the entire Court on December 6, 1988, Respondent did not dispute that the potholes in question were the actual and proximate cause of the accident. It also was not disputed by the Respondent that the area of Foster Avenue at the location of the accident was a State highway. Therefore,

the control of the highway and the actual cause of the accident have been established.

The State owes a duty to all the users of this highway to maintain it in a reasonably safe condition. (*Berry v. State* (1968), 26 Ill. Ct. Cl. 377.) A claimant must show that the State had actual or constructive notice of the defect in order to recover on a negligent highway maintenance claim. *Pigott v. State* (1968), 26 Ill. Ct. Cl. 262.

The Respondent strongly contested the existence of either actual or constructive notice in the case at hand. This Court has consistently held that each case involving constructive notice must be decided on its own particular facts. See *Bugle v. State* (1967), 26 Ill. Ct. Cl. 173.

In the instant case, there is no dispute at all that the pothole had been in existence for a significant period of time prior to the accident. Two lay witnesses, Gary Abraham and John Rome, testified that the potholes had been in existence for a period of weeks prior to the accident. Chicago Police Officer Huse testified that the potholes had been in existence for between 4 and 12 weeks prior to the accident. We feel that this would have been sufficient time, considering the highly traveled nature of the road in question, for the State to be charged with constructive notice of this defect.

The issue of constructive notice is not necessary to the disposition of this case since we feel that there was actual notice to the State of Illinois. Frank Klupshsas, of the Illinois Department of Transportation, testified that a complaint was received by the State on March 18, 1982, regarding potholes along Foster Avenue between California, which is 2800 West Foster, to Harlem Avenue, which is 7200 West Foster. This area encom-

passes the area in which the Stills accident happened. Even though this report was received on March 18, 1982, repairs were not effected until April 22, 1982, several days after the Stills accident. Respondent strongly argued that it should not be held liable for this accident as a result of the failure to respond to the March 18, 1982, complaint. The basis of the Respondent's argument is that the area on Foster Street between California and Harlem is about 5/8 miles long. This argument, however, lacks sufficient merit to defeat liability in this case. We feel that the State should have responded to the March 18, 1982, complaint. Moreover, the State could have made an inspection of Foster Avenue fairly easily. In addition, there appears to be a complaint of March 22, 1982, which referred to potholes on Foster Avenue from Pulaski to the river. Again, this area would be within one-half block of the site of the accident. If the State had responded to the March 22, 1982, complaint or done a cursory examination of the area, the potholes which caused this accident could have been easily found.

The Respondent also strongly argued that the severe nature of the winter in 1982 should relieve it from liability for failure to make the necessary repairs. However, absent anything in the record to indicate that the Respondent made any request for additional help or made any attempt to deal with the heavier than normal workload, this argument is not sufficient.

For the foregoing reasons, we find that the State had actual notice of the defect in question. Therefore, all the prerequisites for a finding of liability in favor of the Claimant are present.

Since we find the Respondent liable in this matter, we next address the issue of damages. At the oral argument of this matter, the Respondent did not dispute

the fact that if liability was assessed against the Respondent, then the damages of Mr. Stills would be at least equal to the statutory limit of one hundred thousand dollars (\$100,000.00). Because there is ample evidence in the record to support an award of that magnitude, we hereby award the Claimant James Stills the sum of one hundred thousand dollars (\$100,000.00).

A somewhat more difficult issue is the assessment of damages for the Claimant Francine Stills. The basis of Francine Stills' claim is a loss of consortium as a result of the accident. There was testimony by Francine Stills during the hearing regarding the change in her marital relationship since the accident. This testimony, coupled with the overwhelming medical evidence of James Stills' disabilities which occurred as a result of this accident, convince us that Francine Stills is also entitled to a substantial award. However, based on the evidence before us, we do not feel that this award should be the statutory maximum of one hundred thousand dollars (\$100,000.00). Based on the evidence before us regarding damages, we hereby award Claimant Francine Stills the sum of eighty thousand dollars (\$80,000.00).

(No. 83-CC-1227—Claimants awarded \$14,663.59.)

**FRANCIS A. BOYLE and WALTER BOYLE, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Opinion filed *January 30, 1989.*

BOYLE, GOLDSMITH, SHORE & BOLIN, for Claimants.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

NOTICE—constructive notice—dangerous condition. The State will be charged with constructive notice of a dangerous condition, such as the accumulation of debris at a bridge, when, from the circumstances of the case, it is determined that the State, in the exercise of reasonable care, should have been aware of the existence of the condition.

BRIDGES—accumulation of debris—breach of duty to maintain—flooding—property damage—award granted. The Claimants were granted an award for the damages to their crops and real estate which occurred when the accumulation of debris at a bridge on a State highway caused water to back up and top the Claimants' dike and flood their land, since the evidence showed that the State had constructive notice of the accumulation of debris, sand and silt at the bridge in sufficient time prior to the flood to correct the condition, but negligently failed to take that corrective action, and that breach of the duty to maintain the bridge was the proximate cause of the flood damage suffered by the Claimants.

MONTANA, J.

This is an action by the Claimants, Francis A. Boyle and Walter Boyle, to recover for damage to their personal property and real estate allegedly sustained as the result of a flood which occurred on the evening of July 6 and morning of July 7, 1982. The Claimants alleged that their damages were sustained as a result of the negligent maintenance of Clear Creek Bridge in Putnam County, Illinois. In the alternative, the Claimants allege that the bridge itself was defectively designed. Clear Creek Bridge is maintained by the Illinois Department of Transportation and it carries Illinois Route 26 over Clear Creek and is situated in Putnam County, Illinois.

At the location in question, Illinois Route 26 runs generally north and south and is a two-lane paved highway. Clear Creek is an intermittent stream and it flows generally from east to west toward the Illinois River. Clear Creek drains an area of approximately 24,000 acres.

At the time of the occurrence, the Claimants were operating a grain and livestock farm adjoining the intersection of Clear Creek and Illinois Route 26. The damages were sustained as a result of the flood when a portion of the Claimants' levee was breached by the flow of water within Clear Creek damaging a portion of their 1982 corn, soybean and alfalfa crop. In addition to the crop damages, the Claimants allege partial permanent damage sustained to their real estate. The Respondent has stipulated to the personal property damage in the amount of \$10,163.59, leaving the real estate damage in the amount of \$4,500.00 to be resolved by the Court along with the liability issue.

Evidence was submitted by the Claimants and by the Respondent, oral argument was made to Commissioner Bruno Bernabei and the parties have filed their respective written briefs. The Commissioner duly filed his report and the matter is before the Court for decision on the merits.

After a consideration of the documentary and oral testimony offered by the respective parties and after considering the oral arguments and written briefs, the Court finds, and is of the opinion that, the issues are in favor of the Claimants as the same relate to the allegation that the Respondent has negligently maintained Clear Creek Bridge and in relation to the damages thereby sustained. The Court makes no findings as to the Claimants' allegations that the Clear Creek Bridge was defectively designed and no opinion is rendered on that issue.

The Court further finds that the State of Illinois and the Illinois Department of Transportation were charged with the duty of properly maintaining Clear Creek Bridge on July 6 and 7, 1982, and prior thereto; that prior

to the date of the flood, a large amount of sand, silt and debris accumulated at and beneath the opening to Clear Creek Bridge and that the Respondent had actual notice of said accumulation prior to the date of the flood herein concerned.

The Court further finds that, in any event, the Respondent would be charged with constructive notice of the presence of the accumulated debris at and beneath Clear Creek Bridge in sufficient time prior to the flood of July 6 and 7, 1982, in order to have taken remedial efforts to remove said accumulation. In this regard, the Court finds the testimony of Engineer Renwick to be persuasive in that the area in and around Clear Creek Bridge was susceptible to erosion and the accumulation of debris, sand and silt was a foreseeable event as alleged by the Claimants and that the geography and topography of the watershed area of Clear Creek made it likely that an accumulation of debris, sand and silt would result. The Court further finds, as admitted by the Respondent herein, that there was no inspection of the area beneath Clear Creek Bridge for nearly two years prior to the occurrence herein.

The Court further finds that the failure on the part of the Respondent to ascertain that there was an accumulation of debris, sand and silt at the Clear Creek Bridge and the Respondent's further failure to effect a removal thereof, constituted negligent maintenance on its part and that as a direct and proximate result of that negligent maintenance, the backwater condition was allowed to occur on the evening of July 6 and morning of July 7, 1982, during the rain which occurred on those dates, and that as a result of the backwater condition within Clear Creek, the waters within Clear Creek topped the Claimants' dike resulting in a breach to the same and the ensuing flood upon the lands owned and

operated by the Claimants, all of which resulted in the damages sought by the Claimants herein. The Court finds that the Claimants have sustained damage to personal property in the sum of **\$10,163.59** as stipulated, and damages to real estate in the additional sum of \$4,500.00 as testified to by Claimants and not rebutted by the Respondent.

Claimants have met their burden of proof by a preponderance of the evidence that the State had actual or constructive notice, and that Respondent breached its **duty of** reasonable care. Further, the Respondent may be **charged** with constructive notice of a dangerous **condition** when, from all circumstances in the case, it is **determined** that the State should have been aware of the existence of this condition in the exercise of reasonable care. *Talbot v. State* (1983), 35 Ill. Ct. Cl. 885.

It is therefore ordered that Francis A. Boyle and Walter D. Boyle be, and hereby are, awarded the sum of **\$10,163.59** for the damage to personal property; it is further ordered that Francis A. Boyle, pursuant to the assignment from Walter D. Boyle, be and hereby is awarded the sum of \$4,500 for damages to real estate.

(No. 83-CC-2023—Claimant awarded \$7,500.00.)

**GREGORY K. WASSINGER, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed December 19, 1988.

GREGORY K. WASSINGER; *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (CLAIRE GIBSON, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*res ipsa loquitur*—elements. In circumstances where an injury is caused by something under the management of the State, and the injury is such that it would not have happened in the ordinary course of events if the State had exercised proper care, the injury itself affords reasonable evidence that it was due to the State's failure to exercise due care.

PRISONERS AND INMATES—*plumbing facilities in cells—State's duty to maintain.* The management of the plumbing facilities in the cells housing inmates of facilities of the Department of Corrections is clearly the responsibility of the State of Illinois.

NEGLIGENCE—*toilet broke—inmate injured—no degree of comparative negligence assignable to inmate.* No degree of comparative negligence was assignable to an inmate who was injured when a toilet he was using in his segregation cell broke away from the wall to which it was bolted, since the evidence showed that leakage around the toilet made it impossible for the inmate to use the toilet without causing some weight to be applied to the toilet.

PRISONERS AND INMATES—*toilet broke off wall—inmate injured—award granted.* An award was granted for the cuts and back injury sustained by an inmate of a correctional center when the toilet he was using in his segregation cell broke away from the wall to which it was bolted, since the evidence showed that the inmate had notified various correctional officers that the toilet was cracked and leaking, but the State failed to comply with its duty to repair the toilet.

RAUCCI, J

This is a claim brought by Gregory K. Wassinger, a resident of Centralia Correctional Center, for personal injuries sustained by Claimant when a defective toilet attached to a wall in Claimant's cell fell under Claimant's weight, shattered on the floor, and lacerated the Claimant's body.

On March 31, 1981, Claimant was incarcerated in the segregation cell at Centralia Correctional Center. The cell was supplied with a toilet stool attached to the wall by bolts. The stool unit was cracked on the sides where washers and bolts attached the toilet to the back of the wall. Claimant complained to various correctional officers on all three work shifts that the toilet was badly cracked and leaking and that it could not be used. Claimant could not apply any weight on the stool unit because he could hear the porcelain cracking and

breaking where it was hooked up by the washers on the wall bolts.

On the day in question the Claimant was attempting to use the stool and to keep his weight off of the stool at the same time. Because the toilet was leaking, his foot slipped thereby casting his weight on the toilet. When Claimant's weight struck the toilet, the toilet broke off the wall, shattered on the floor and the Claimant fell into the broken porcelain. Claimant sustained lacerations on his legs, buttocks and fingers. Claimant sustained a $3\frac{1}{2}$ -inch laceration on the side of his right buttock, a $1\frac{3}{4}$ -inch laceration on his lower left thigh, a 4-inch laceration on his upper left thigh, a $\frac{1}{2}$ -inch laceration above his left eye, a 1-inch laceration on his little finger on his right hand, and 3 small lacerations on his right hand fingertips. Claimant also sustained a bruised back. Medical treatment by Claimant involved some difficulty in cleaning the wounds of broken pieces of porcelain.

Claimant also sustained a back injury from which he still suffers pain. Claimant is unable to tie his shoes and cannot get out of bed in the morning.

Respondent did not dispute Claimant's allegations that he was injured in the manner described in Claimant's testimony. The testimony of the Claimant and the facts of this accident including the nature and degree of Claimant's injuries sustained is virtually uncontradicted on the record in this case.

It is clear that the plumbing facilities in the cells housing inmates in the facilities of the Department of Corrections is under the management of Respondent. Furthermore, when an injury has been caused by something under the management of the Respondent and the injury is such that in the ordinary course of

events it would not have happened if Respondent had exercised proper care, the accident itself affords reasonable evidence, in the absence of an explanation, that the accident arose from the Respondent's want of due care. (*Childress v. State* (1985), 37 Ill. Ct. Cl. 269.) It is clear in the case at bar that Claimant brought the defective condition of the porcelain toilet to the notice of Respondent. Respondent was aware of the dangerous condition. (*Burns v. State*, 35 Ill. Ct. Cl. 782.) Furthermore, the uncontradicted testimony concerning the leakage causing a slippery condition and making it impossible for Claimant to use the facility without slipping and causing weight to be applied to the porcelain stool renders it impossible to charge Claimant with any degree of comparative negligence.

There is no question that Claimant sustained severe laceration injuries on account of the negligence of Respondent. Less clear is the degree to which the Respondent is responsible for the serious back condition about which Claimant complains. It is clear that Claimant has sustained considerable medical treatment for his back complaints since the incident in question. Further, Claimant's testimony regarding his limited ability to move and engage in physical activities is uncontradicted by Respondent. Respondent does not deny that Claimant has sought and been afforded considerable treatment for the back condition which Claimant states originated with this accident. We find that the Claimant should be awarded **\$7,500**.

It is therefore ordered, adjudged and decreed that the Claimant is awarded the sum of **\$7,500** in full and complete satisfaction for his injuries in this case.

(No. 83-CC-2182—Claimant awarded \$867.86.)

EUGENE GREGORY, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Opinion filed July 14, 1988

Order filed January 17, 1989.

JAMES B. ROBERTS and MARTHA EASTER-WELLS, for
Claimant.

NEIL F. HARTIGAN, Attorney General (JIM MAJORS,
Assistant Attorney General, of counsel), for Respondent.

STATE EMPLOYEES' BACK SALARY CLAIMS—wrongful discharge—right to compensation. Under the rules of the Civil Service Commission, a wrongfully discharged employee is entitled to receive full compensation for the period of the wrongful discharge.

SAME—continuance of discharge proceedings waives claim for compensation. Under Rule 21(4) of the Civil Service Commission, an employee who requests the continuance of discharge proceedings voluntarily waives the right to claim compensation for the period of the continuance in the event reinstatement is ordered.

SAME—discharged employee requested continuances of proceedings—claim for compensation for period of continuances waived. In proceedings involving the attempt by a discharged State employee to gain reinstatement, the employee was held to have waived the right to compensation upon his reinstatement for the period during which he sought to have the proceedings before the Civil Service Commission continued, notwithstanding the employee's claim that an exception to the normal waiver rule was warranted based on the fact that he requested the continuances in order to first resolve the criminal charges pursued by the agents of the State on the same facts which gave rise to his discharge, since the rules of the Civil Service Commission clearly provide for the waiver of back salary for the period of any continuances requested by the discharged employee.

SAME—reinstatement—award granted. A reinstated employee was granted an award for back salary for the period of the wrongful discharge, with the exception of the period during which the employee requested continuances of the proceedings before the Civil Service Commission and with an adjustment based on the unemployment benefits the employee received during the compensable period.

OPINION

MONTANA, C.J.

Claimant, Eugene Gregory, an employee of Respondent's Department of Corrections, claims that he is

entitled to receive compensation for wrongful discharge by Respondent, including periods of time during which Civil Service Commission hearings regarding his discharge were continued at the request of Claimant.

Claimant was suspended pending discharge on June 6, **1981**, and was discharged on July 6, **1981**. As a result of a June **14, 1982**, hearing before the Civil Service Commission which was made final on August **19, 1982**, Claimant received a 90-day suspension and was reinstated to his position of Correctional Residence Counselor I as of September 6, **1981**. Claimant was actually returned to the payroll beginning with the October **1-15, 1982**, pay period. He also has received payment for the period between July **1, 1982**, and September **30, 1982**. Claimant is apparently therefore seeking payment for the period of September 6, **1981**, until the hearing date of June **14, 1982**, as well as for the period of June **15, 1982**, through June **30, 1982**.

The record indicates the hearing date was continued 10 times until it was held on June **14, 1982**. Nine of the continuances were requested by the Claimant. The other continuance, asking that the hearing be continued from August **14, 1981**, to August **25, 1981**, was requested by Respondent.

The applicable rules of the Civil Service Commission require that employees who are determined to have been wrongfully discharged may receive full compensation for the period of the wrongful discharge.

The Civil Service Commission rule in question in this case provides as follows:

“Rule 21(4). The granting of a request for continuance by the employee in a Discharge Appeal will constitute a voluntary waiver by him of any claim to compensation for the period of such continuance, if he is ordered retained in his position.”

There is no dispute that Claimant was retained in his

position, subject to a 90-day suspension, at the conclusion of the Civil Service Commission hearings. Further, there does not seem to be a dispute that Claimant would be entitled to compensation for periods of continuance occasioned by acts of Respondent. The parties disagree, however, on the application of Rule 21(4) as it applies to the facts in this case.

Claimant argues that the continuances sought by Claimant were sought as a result of pending criminal proceedings arising out of the same facts from which Claimant's discharge had occurred, which were allegedly wrongfully filed and pursued by Respondent's agents. Claimant made the tactical decision of moving to continue the Civil Service Commission hearings until criminal matters against Claimant were resolved. Thus, Claimant's testimony before the Civil Service Commission would not incriminate Claimant in the pending criminal proceedings. Claimant was placed on court supervision as a result of the criminal proceedings.

In support of Claimant's argument, Claimant cites a number of cases from this jurisdiction where employees sought reinstatement to jobs from which they were wrongfully discharged long after the separation of their employment. In each of the cases cited by Claimant, the employer argued that the suit was barred by the doctrine of *laches*. In each case, the Court found that the doctrine of *laches* did not apply and permitted the Claimants to continue their suits.

None of the cases cited by Claimant interpret the application of Rule 21(4) to facts similar to those in this case. Claimant urges this Court to create an exception to the application of Rule 21(4) where the continuances sought by a Claimant in civil service proceedings arise from reasons related to the alleged prior wrongful act of

Respondent. Claimant argues that if his continuances were caused by prior actions of Respondent in collateral proceedings, Rule 21(4) should not apply to bar his claim for back wages during those continuances.

This Court has determined before that in a case where Civil Service Commission hearings were continued at the request of the Claimant, Respondent is not required to pay back salary for the period of the continuance. (See *Reising v. State* (1975), 31 Ill. Ct. Cl. 173.) We cannot rewrite the rules of the Civil Service Commission in any case where a Claimant perceived the need to seek continuances before the Civil Service Commission because of real or imagined wrongful action on the part of the State or its employees. Such is obviously not the intent of the rules of the Civil Service Commission. Had the rulemakers for the Civil Service Commission chosen to soften the impact of Rule 21(4) with respect to continuances sought by Claimants as a result of Respondent's alleged wrongful actions, such language could have been included in the rules.

Based on the foregoing, we find that Claimant is not entitled to receive back salary from September 6, 1981, to June 14, 1982, since he requested all the continuances granted during that time. We also find that Claimant is entitled to receive his salary for the time period of June 15, 1982, through June 30, 1982. However, the record indicates that Claimant received unemployment benefits while he was waiting to be reinstated to his position. The record does 'not indicate how much unemployment benefits and mitigation' income was received during the period of June 15, 1982, through June 30, 1982. The Court needs this information to determine the amount that needs to be set off from an award made to Claimant.

It is therefore hereby ordered that the parties file a

stipulation providing the information requested above within **30** days of the date of this order.

ORDER

MONTANA, C.J.

This cause comes on to be heard pursuant to our opinion filed herein on July **14, 1988**, and the parties' subsequent joint stipulation, due notice having been given, and the Court being advised;

It is hereby ordered that Claimant be, and hereby is, awarded the gross sum of **\$762.55** plus appropriate employer contributions and less appropriate employee deductions as more fully set forth in the appendix attached hereto and incorporated herein.

APPENDIX A

Identification of the State Contributions and Deductions from Back Salary Award.

To the State Employees' Retirement System:

Employee's contribution to State Employees' Retirement System	<u>41.94</u>
Employee's contribution to FICA	<u>57.27</u>
State's contribution to State Employees' Retirement System	<u>48.04</u>
State's contribution to FICA	<u>57.27</u>

To Illinois State Treasurer to be remitted to Internal Revenue Service:

Claimant's Federal income tax	<u>152.51</u>
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To Illinois Department:

Claimant's Illinois income tax	<u>19.06</u>
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To the Claimant:

Net salary	<u>491.77</u>
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Total Award **\$867.86**

(No. 83-CC-2190—Claim dismissed.)

**DOROTHY PATTON, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed August 30, 1988.

JOSEPH S. HOLTZMAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—exhaustion of remedies—essence of requirement. Pursuant to section 25 of the Court of Claims Act and section 790.60 of the Rules of the Court of Claims, any person seeking relief in the Court of Claims is first required to exhaust all other remedies and sources of recovery, including administrative, legal and equitable remedies.

SAME—exhaustion of remedies requirement—lapse of other remedies does not waive requirement. The requirement that a Claimant exhaust all other remedies before seeking relief in the Court of Claims will not be waived merely because the Claimant has allowed the limitations period applicable to the other remedies to pass, since the exhaustion of remedies requirement is not an option, but a mandatory requirement.

NEGLIGENCE—exhaustion of remedies requirement violated—claim dismissed. In an action for the injuries sustained by the Claimant when an automobile driven by her brother-in-law, in which she was a passenger, collided with a State emergency vehicle, the State's motion to dismiss was granted, since the record showed that the Claimant failed to comply with the exhaustion of remedies requirement by failing to seek relief from her brother-in-law before the statute of limitations for an action against him had run, especially in view of the fact that the State did obtain a judgment against the brother-in-law for the damage caused to the State truck.

RAUCCI, J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein, due notice having been given the parties hereto, and the Court being fully advised in the premises:

The court finds that the claim herein seeks damages for personal injuries allegedly sustained by Claimant in a vehicular accident on January 5, 1982, on the Dan Ryan expressway at approximately 1100 south in Chicago, Illinois. Claimant was a passenger in an automobile

owned and operated by her brother-in-law, Virgil Brimley. The automobile in which Claimant was riding collided with the rear-end of a State of Illinois emergency pick-up truck being driven by a Department of Transportation highway maintenance lead worker, Fred S. Peters.

We note that section 25 of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. 37, par. 439.24—5), and section 790.60 of the rules of the Court of Claims (74 Ill. Adm. Code 790.60) require that any person who files a claim before the Court of Claims shall, before seeking final determination of his claim by this Court, exhaust all other remedies and sources of recovery whether administrative, legal or equitable.

The leading case regarding the Court of Claims exhaustion of remedies requirement, *Boe v. State* (1984), 37 Ill. Ct. Cl. 72, is dispositive of the case at bar. In *Boe*, the Claimant was the mother of a passenger who was killed in an automobile which collided with an allegedly defective guardrail. Claimant sued the State but not the driver of the automobile, arguing “that claimants should be given a certain latitude and discretion in determining whom to sue. From Claimant’s point of view, it probably did not seem reasonable to sue an uninsured 18-year-old boy with no assets.” *Id.* at 75. However, in rejecting Claimant’s argument, this Court stated that it does not “recognize any discretion on the part of Claimants to pick and choose whom they wish to sue.” *Id.* Quoting our prior watershed exhaustion of remedies case, *Lyons v. State* (1981), 34 Ill. Ct. Cl. 268, we stated: “The requirement that Claimant exhaust all available remedies prior to seeking a determination in this Court is clear and definite in its terms. It is apparent to the Court that Claimant had sufficient time to both become aware of his other remedies and to pursue them accordingly. The fact that Claimant can no longer pursue those remedies cannot be a defense to the exhaustion requirement. If the Court were to waive the exhaustion of remedies requirement merely because Claimant waited until it was too late

to avail himself of the other remedies, the requirement would be transformed into an option, to be accepted or ignored according to the whim of all Claimants. We believe that the language of section 25 of the Court of Claims Act (cite omitted) and Rule 6 of the Rules of the Court of Claims quite clearly makes the exhaustion of remedies mandatory rather than optional " 37 Ill. Ct. Cl. 76, quoting 34 Ill. Ct. Cl. 271-72.

These principles were most recently utilized in our dismissal of the case of a mental health patient who had allegedly been raped by a fellow patient at a State mental health facility. We held that Claimant failed to exhaust her remedies by not pursuing a civil action for damages against the assailant. *Essex v. State* (1987), 85 Ill. Ct. Cl. 1739.

We find that, as in *Boe*, the instant Claimant was aware of the existence of her driver, Virgil Brimley, long before the statute of limitations for an action against him had run. In fact, he was her brother-in-law. Moreover, we see that the Respondent itself pursued this remedy and obtained a judgment against Mr. Brimley for the damage he had caused to the State vehicle.

We hold that it remained incumbent on Claimant herein to exhaust her remedies before seeking final disposition of her claim in this Court. By not pursuing any remedy which may have been derived from Virgil Brimley, Claimant has thus failed to comply with section 25 of the Court of Claims Act, *supra*, and section 790.60 of the rules of this Court. Section 790.90 (74 Ill. Adm. Code 790.90) of the Rules of the Court of Claims provides that failure to comply with the provisions of section 790.60 shall be grounds for dismissal.

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

(No. 84-CC-2219—Claimant awarded \$80,899.56.)

JAMES LIN, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order filed November 29, 1988.

Order filed June 12, 1989.

DAVID UHLER, for Claimant.

NEIL F. HARTICAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*stipulations not binding on court of Claims.*

REPRESENTATION AND INDEMNIFICATION—~~method of payment of claims under Representation and Indemnification Act.~~ The Representation and Indemnification Act provides that claims under the Act are to be paid by the Department of Central Management Services from funds specifically appropriated for such claims, and since no action is required by the Court of Claims to effect payment, there is no need for the Court of Claims to approve a settlement involving such a claim.

STATE EMPLOYEES' BACK SALARY CLAIMS—~~claim by community college employee—stipulation partially approved.~~ Where a dispute as to the amount due the Claimant for services rendered under an employment contract with a community college was taken to the Federal district court and a judgment was rendered against the State and the college employee who actually discharged the Claimant, the stipulation between the Claimant and the State providing for the payment of the Federal judgment was approved to the extent that it provided for payment of the judgment against the State, but to the extent that it provided for payment of the judgment against the person who discharged the Claimant, the stipulation was held in abeyance to allow the parties to take appropriate action in light of prior decisions pertaining to the Representation and Indemnification Act.

REPRESENTATION AND INDEMNIFICATION—*civil rights violation—stipulation for payment under Representation and Indemnification Act—claim dismissed.* Where the Claimant and the State entered into a stipulation providing for the payment of a Federal judgment against a community college employee who violated the Claimant's civil rights by wrongfully discharging him from employment with the college, the portion of the Claimant's action in the Court of Claims pertaining to the recovery of that judgment was dismissed, since the record showed that the Claimant and the State had entered into a stipulation for the payment of that judgment, and the stipulated settlement was payable under the provisions of the Representation and Indemnification Act without the necessity of any action by the Court of Claims.

ORDER

MONTANA, C.J.

Claimant, James Lin, originally brought this claim in March of **1984** seeking **\$18,321.21** in back wages based on an alleged discrepancy between what he had been paid and what he should have been paid for services rendered pursuant to an employment contract with the Board of Trustees of the State Community College of East St. Louis. Shortly thereafter the Respondent moved to have the claim put on general continuance due to the pendency of related lawsuits in State and Federal courts. Although not technically on general continuance, nothing transpired in this claim since that time until November **11, 1988**. On said date the Claimant filed an amendment to his claim and the parties filed a joint stipulation to settle the amended portion of the claim. This matter is before the Court now for approval of the settlement agreement.

The Claimant's amendment to its claim is based on Federal court litigation. On January **31, 1986**, the United States District Court for the Southern District of Illinois entered judgment in the civil case of *Lin v. State Community College, Board of Trustees*, No. **83-5494**. Said judgment in pertinent part reads as follows:

"IT IS ORDERED AND ADJUDGED that judgment is entered in favor of the plaintiff, James Lin, and against the defendants, State of Illinois and Board of Trustees, in the sum of **\$73,672.00** for loss of income to the present date and **\$7,367.00** for loss of retirement benefits.

IT IS ORDERED AND ADJUDGED that judgment is entered in favor of the plaintiff, James Lin, and against Dr. Wheadon, in the sum of **\$25,000.00** for damages to the plaintiff's professional reputation and **\$25,000.00** for mental pain and suffering. In addition, judgment is entered in favor of the plaintiff, in the sum of **\$12,500.00** for punitive damages."

That judgment was based on a jury verdict. The court then entered judgment *n.o.v.* for the defendants and the plaintiff appealed. On July 22, **1988**, the United States

Court of Appeals for the Seventh Circuit entered an order reversing the lower court's entry of judgment *n.o.v.* and remanded the case to consider any questions of equitable relief and attorney fees. The purpose of the amendment to the claim is to collect on the judgment and interest which has accumulated thereon. Matters of equitable relief and attorney fees are not before us.

Concurrent with the filing of the amendment to the claim, a joint stipulation was filed whereby the parties agreed to settle the claim and to the entry of an award by this Court. In relevant part, the joint stipulation reads as follows:

"1. This claim arises from judgment entered on January **21,1986**, in the United States District Court for the Southern District of Illinois, in the case of JAMES LIN v. State Community College, Board of Trustees, State of Illinois and Rosetta Wheadon, Docket Number 83-5494.

2. The parties have investigated this claim, and have knowledge of the facts and law applicable to the claim, and are desirous of settling this claim pursuant to said judgment in the interest of peace and economy. This joint stipulation for settlement is limited to the judgment entered January **31, 1986**, in the case of JAMES LIN v. State of Illinois, et al., in the USDC for the Southern District of Illinois, Docket Number **83-5494**, and specifically does not settle, compromise, or in any other manner affect any questions of equitable relief sought then or now or in the future nor attorney's fees accumulated after October **17, 1988**.

3. Both parties agree that an award against the State of Illinois and Board of Trustees in the amount of **\$81,039.00**, plus statutory interest at **6%** compounded annually; and an award against Dr. Wheadon in the amount of **\$62,500.00**, plus statutory interest at **9%** compounded annually, is both fair and reasonable.

4. Claimant agrees to accept, and Respondent agrees to pay Claimant **\$81,039.00**, plus statutory interest of **6%** compounded annually and **\$62,500.00** plus statutory interest of **9%** compounded annually in full and final satisfaction of this claim arising from the judgment entered on January **31, 1986**, in the USDC for the Southern District of Illinois, Docket Number **83-5494**. This joint stipulation for settlement is limited to said judgment and specifically does not settle, compromise, or in any other manner affect any question of equitable relief sought then, now or in the future nor any attorney's fees accumulated after October **17,1988**."

This Court is not bound by such an agreement between the parties. However, in a case such as this,

where a Federal court has already entered judgment, this Court is but a conduit for payment, for if the Federal court has jurisdiction to hear the case and enter judgment, it has the power to enforce it.

As for the judgment against the State, we do approve the settlement and will enter the award in accordance with the jury's verdict. As for that portion of the settlement which relates to the verdict against Dr. Wheadon, we will reserve judgment for the following reasons. Neither the amendment to the claim nor the joint stipulation indicate who Dr. Wheadon is. From the Federal court complaint attached to the motion for general continuance, it appears that Dr. Wheadon is the person who actually discharged the Claimant from his employment. It is also unclear as to why this Court is being asked to pay the judgment, which includes punitive damages, on this person's behalf.

Although not expressly stated in any of the pleadings, it would appear that this portion of the claim was brought pursuant to section 1 of "An Act to provide for representation and indemnification in certain law suits" (hereinafter referred to as the Act) (Ill. Rev. Stat., ch. 127, par. 1301 *et seq.*). The Federal court action was based on alleged violations of civil rights and Dr. Wheadon would appear to be an "employee" of the "State" as defined in the Act. This Court's position on claims made pursuant to the Act has been reported in a series of decisions at 35 Ill. Ct. Cl. 895. Those decisions were not reported in chronological order. We call the parties' attention to the decisions of May 2, 1983, and June 29, 1983, the first and last decisions, which we will refer to as *Norman Z* and *Norman Z*. In *Norman Z*, this Court dismissed the claim based on the then existing statutory language which provided that payment should come from the agency whose employee the judgment

was against. In *Norman II*, the matter was before the Court on rehearing, and the Court elaborated on the prior decision addressing the Respondent's practical and policy-related arguments. In *Norman ZZ*, the Court approved awards in claims brought pursuant to the Act stating that the position would be applied prospectively in any such case not pending as of the date of that decision. The claim at bar was filed after that decision.

Since *Norman ZZ*, the Act has been amended to provide for a different method of payment. See section 2(f)(ii) of the Act (Ill. Rev. Stat., ch. 127, par. 1302(f)(ii)). Instead of providing for allocation of the payment from the employee's agency, the Act now provides that the Respondent's Department of Central Management Services (hereinafter referred to as CMS) shall effect payment from funds specifically appropriated for the payment of such claims. This statutory amendment does not affect the rationale behind the *Norman* decisions; a strong argument could be made that the amendment reinforces the reasoning discussed in *Norman ZZ* at 905, 906. The State is better able to account for the impact of judgments for violations of civil rights against its employees.

We take judicial notice that the 'funds appropriated to CMS for payment of the judgments have not always been sufficient to cover all of the judgments entered. Our position as stated in *Norman Z* (at page **900**) remains unchanged. Appropriating funds is the prerogative of the legislature.

For the reasons stated above, we are withholding judgment on that portion of the settlement which relates to Dr. Wheadon to afford the parties to take whatever actions in response to this decision they feel appropriate or to clarify the pleadings by amendment.

Accordingly, it is hereby ordered as follows:

1. that the Claimant be, and hereby is, awarded the gross sum of **\$73,672** in back wages for the period of **June 30, 1983**, through **January 31, 1986** (as consistent with the Federal court judgment), plus all appropriate employer contributions and less all appropriate employee deductions except that deduction for the employee's contribution to his retirement system;

2. that the Claimant be, and hereby is, awarded the gross sum of **\$7,367** for retirement benefits (again consistent with the Federal court judgment) less only customary withholdings for Federal and State taxes;

3. that the Claimant be, and hereby is, additionally awarded interest on the sum of **\$81,039** at the rate agreed to by the parties of **6%** compounded annually beginning **January 31, 1986**, and accruing to the date payment is vouchered to the Office of the State Comptroller;

4. that our decision on the balance of the settlement as relates to Dr. Wheadon be, and hereby is, held in abeyance;

5. that payment of the awards made herein be effected as soon as practical and not delayed pending resolution of that portion of the claim as relates to Dr. Wheadon.

ORDER

MONTANA, C.J.

This cause comes on to be heard following the filing of Claimant's second amendment to complaint in response to this Court's order filed **November 29, 1988**, due notice having been given, and the Court being advised;

On November 29, 1988, an order was filed in this claim which, among other things, withheld approval of a portion of a settlement reached by the parties. That portion of the settlement related to a jury verdict against Dr. Wheadon in the amounts of \$25,000 for damage to the Claimant's professional reputation, \$25,000 for mental pain and suffering, and \$12,500 for punitive damages. The order directed the parties to take whatever action they deemed appropriate in response to the Court's discussion of the legal issues involved with that portion of the settlement or to clarify the pleadings by amendment to indicate on what basis the Court should approve the stipulation to pay the judgment against Dr. Wheadon.

In response to that order, Claimant filed the pleading at bar. In relevant part, at paragraph 6, Claimant states as follows:

"6. Pursuant to the Settlement Agreement between the parties dated February 8, 1989, page 5, paragraph 4(1), which Settlement Agreement is attached hereto and incorporated herein, the plaintiff states Dr. Rosetta Wheadon was, at all times pertinent, the president of and the agent of the State Community College of East St. Louis, and that judgment should be entered against Dr. Rosetta Wheadon and the State and an award entered in accordance with the jury's verdict, pursuant to Ill. Rev. Stat., Ch. 127, §1301, et seq. Such award shall include punitive damages, because the USDC jury verdict did not make a finding that Dr. Wheadon's conduct was not intended to serve or benefit the interests of the State, nor has the Attorney General made such determination. Instead, the Attorney General, in his discretion and with the consent of Dr. Wheadon and the other respondents, has entered into a Settlement Agreement dated February 8, 1989, and Joint Stipulation For Settlement filed November 7, 1988, which specifically include the punitive damages."

In the prayer for relief, Claimant seeks entry of judgment in the amount of \$65,000.00 plus statutory interest.

As was explained in the order of November 29, 1989, this Court's position on claims brought pursuant to section 1 of the Act (Ill. Rev. Stat., ch. 127, par. 1301 et seq.) has remained unchanged since the Norman

decisions. (*Norman v. State* (1983), 35 Ill. Ct. Cl. 895.) The statute presently provides that payments made pursuant to that Act are to be paid “from the State Treasury on the warrant of the Comptroller out of appropriations made to the Department of Central Management Services specifically designed for the payment of * * * (such claims).” No action by the Court of Claims is required to effect payment. In a case such as the one at bar there is no need for the Court of Claims to approve a settlement or enter judgment.

For the reasons stated hereinabove, it is hereby ordered that the balance of this claim be, and hereby is, dismissed.

APPENDIX A

Identification of the State Contributions and Deductions from Back Salary Award.

To the University Employees' Retirement System:

Employee's contribution to University Employees' Retirement System	<u>.00</u>
Employee's contribution to FICA	<u>.00</u>
State's contribution to University Employees' Retirement System	<u>7,227.56</u>
State's contribution to FICA	<u>.00</u>

To Illinois State Treasurer to be remitted to Internal Revenue Service:

Claimant's Federal income tax	<u>14,734.40</u>
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To Illinois Department:

Claimant's Illinois income tax	<u>1,841.80</u>
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To the Claimant:

Net salary	<u>57,095.80</u>
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Total Award \$80,899.56

(No. 84-CC-3437—Claim dismissed.)

HARRY B. MELVIN, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed March 2, 1989.

JAMES K. POWLESS, for Claimant.

LEE ELLEN STARKWEATHER, of Southern Illinois
University, for Respondent.

CONTRACTS—*option must be exercised in strict conformity.* An option must be exercised in strict conformity with the prescribed conditions, and only when properly exercised does an option contract become an enforceable contract.

SAME—*acceptance need not be in particular mode if specific mode is not prescribed.* When no specific mode of acceptance is specifically fixed in a contract offer, the acceptance need not be in any particular form or evidenced by any express words.

SAME—*offer continues for reasonable time when no limit is fixed.* Where no specific time limit is fixed with regard to an offer, the offer continues to be open for a reasonable time.

SAME—*written agreement required when writing is made condition precedent to acceptance of offer.* When the parties to a transaction specifically make the reduction of their agreement to writing and its signature by them a condition precedent to the completion of the agreement, no contract will be deemed to exist until a written agreement is executed.

SAME—*officer cannot bind State in amount exceeding sum appropriated absent express authorization by law.* Pursuant to section 30 of the act in relation to State finance, no officer or department can contract any debt on behalf of the State of Illinois or assume to bind the State in an amount in excess of appropriated funds in the absence of express authorization by law.

SAME—*authorization of payment without express authority of law is null and void.* Any action authorizing the payment of claims against the State of Illinois under any agreement or contract made without express authority of law is null and void.

SAME—*parties contracting with State presumed to know limits of contracting with State.* All parties contracting with public entities in the State of Illinois are presumed to know of their limitations in making contracts to bind the public, and are held to deal with the State at their peril.

SAME—*oral contracts—enforceable if services were of emergency nature.* An oral or implied contract purportedly entered into by an entity of the State of Illinois may be enforceable if the services provided to the State were of an emergency nature.

SAME—*option to purchase building—exercise by State not established—claim dismissed.* In an action alleging that the State of Illinois exercised an

option to purchase the Claimant's building as a library storage facility for a State university, the Claimant's action was dismissed, notwithstanding his contention that the exchange of correspondence between the parties pertaining to the university's occupation and maintenance of the building under a rental waiver agreement constituted **an** exercise of the purchase option, since the evidence showed that the university's occupation and maintenance of the building under the agreement was equally consistent with the view that the parties were merely providing for the use of the building until the legislature would provide funding for the exercise of the purchase option, and even if the correspondence was deemed an exercise of the option, it would be null and void-as being in excess of the official's authority to bind the State to payment of funds not available for expenditure.

LANDLORD AND TENANT—rent claim based on estoppel or quantum meruit dismissed. Where the Claimant had rented a building to a State university under a lease including a purchase option, and after the lease term ended the parties entered into an agreement whereby the university was to simply continue occupying and maintaining the building without paying rent, the Claimant's action seeking the recovery of rent for the period the building was occupied under the rental waiver agreement was dismissed, notwithstanding the Claimant's arguments that he was entitled to rent on the theory that the university was estopped from denying the obligation to pay rent when their purchase of the building did not occur, or in the alternative, that he was entitled to recover on the theory of **quantum meruit**, since **quantum meruit** does not apply against the State, and any implied agreement on the part of the university officials to pay rent would not have been binding on the State.

RAUCCI, J.

Claimant seeks recovery against Respondent on two alternative and mutually exclusive theories. First, Claimant alleges that Respondent exercised an option to purchase Claimant's building in Marion, Illinois, for use as a library storage facility, and then, after exercising the option, failed to complete the purchase which resulted in damage to the Claimant. Second, Claimant seeks an award for rental of Claimant's building during a period of time the building was occupied by Respondent, after the conclusion of an initial one-year lease term, during which time Claimant had agreed to waive rental payments for the building because of Claimant's belief that the Respondent had exercised **an** option to purchase the building. Claimant had allowed Respondent to

remain in the building rent-free in reliance on Claimant's belief that Respondent would complete the purchase of the building under the exercise of Respondent's option to purchase.

Respondent argues that the option contained in Respondent's lease was not exercised; or alternatively, if it was exercised, the exercise and resulting contract to purchase were beyond Respondent's power to contract or were void as being in excess of an appropriation. Finally, Respondent argues that if it is found that Respondent breached a contract for the purchase of real estate, the evidence did not indicate damage to the Claimant.

With respect to the claim for rent, Respondent contends that Claimant's claim for rent is based on "equitable estoppel" and that this 'doctrine does not apply against Respondent. Also, that Claimant had waived performance of the original rental agreement "and ratified the modified contract," accepting the benefits thereof, and Claimant cannot repudiate the agreement.

The facts are not in substantial dispute. Effective September 1, 1981, Respondent leased Claimant's tract of land in Marion, Illinois, with a large storage building for a period of one year for rental of \$120,000. The written lease was drawn by Claimant's attorneys and was executed September 22, 1981. The lease contained a grant of an option to purchase as follows:

"18. As additional consideration for this agreement, the Lessee is hereby granted the exclusive right, privilege and option of purchasing the leased premises upon the terms and conditions hereinafter stated.

- (a) The option shall commence on the date of execution of this lease and shall terminate on the 30th date of September, 1982. The exercise of this option by the Lessee must be by written notice sent to the Lessor at her residence address or at such other address as she may from time to time designate.

- (b) If this option is not exercised by September 30, **1982**, or prior thereto, this option shall terminate unless this lease is extended, as hereinafter provided.
 - (c) If this option is exercised, the Lessor shall sell and convey the lands to the Lessee, and the Lessee shall purchase the lands from the Lessor on and subject to the terms and conditions stated in this agreement. .
 - (d) The purchase price for the property shall be the sum of \$1,600,000.00 payable in cash upon closing. Real estate taxes will be pro-rated and adjusted between the parties as of the date of closing. Except as hereinafter provided, with respect to prepaid rent, no portion of the annual rental shall apply toward the purchase price.
 - (e) The closing shall occur at such time as the parties may mutually agree, but in no event more than thirty (30) days subsequent to the date of exercise of the option. On the closing date, the Lessor shall deliver to the Lessee a fee simple warranty deed, on the basis of which, a reputable title insuring company will, after recording, insure to the Lessee, at the Lessor's sole cost, a fee simple title to the lands free from all liens and encumbrances except as herein stated.
- 19.** If the option hereinabove set forth is exercised by the Lessee, the Lessor shall on the date of closing or at such time prior or subsequent thereto as the parties may mutually agree, execute a deed of conveyance for a certain sewer line and railroad siding which is adjacent to the subject property. The Lessee shall be relieved of any liability for payment of any consideration for said sewer line and railroad siding, it being understood that the sole consideration for such conveyance shall be the general charitable motives of the Lessor. Prior to the date of such conveyance, the Lessor will at Lessor's expense secure a competent appraisal of said sewer line and railroad siding for the purpose of determining the value of such rail siding and sewer line.
- 20.** It is the intention of Southern Illinois University to exercise the option to purchase the premises at the earliest possible date. However, before the University can exercise the option to purchase, the University must secure funding by action of the Illinois Legislature. Because the time required to secure such funding through the Legislature is not possible to estimate, the parties agree that the Lessee shall have the right to extend this lease and the option to purchase upon the terms and conditions hereinafter stated:
- (a) The Lessee may extend this lease by written notice to the Lessor on or prior to September 1, **1982**. Such notice shall extend this lease for a period commencing September 1, **1982** through and including August 31, **1983**, upon the same terms and conditions as herein stated, including the payment of rent in the amount of **\$120,000.00** provided, however, such rent shall be payable in one installment of \$120,000.00. Such notice shall likewise have the effect of extending the purchase option for a term to expire September 30, **1983**, upon the same terms and conditions as herein stated.

- (b) So long as the Lessee is diligently attempting to secure funding to purchase the premises, Lessee shall have the further right to extend this lease at one year intervals by written notice to the Lessor on or prior to September 1, 1983, September 1, 1984, and September 1, 1985. The effect of said notices shall be to extend this lease term for an additional one year period, which notice shall likewise extend the purchase option for an additional year expiring September 30th of the next ensuing year. The rental during each renewal term shall be \$120,000.00 annually.
- (c) Lessee's right to extend this option shall be conditioned only upon Lessee's diligent efforts to secure funding for the purchase of said premises. If at any time during the leased term or renewals thereof, Lessee shall determine that it no longer wishes to secure funding to purchase the building, then and in such event the lease shall expire at the next anniversary date and Lessee shall have no right to extend the lease term or the purchase option thereafter."

During the initial months of the lease term in the fall of 1982, Claimant contacted a State Representative to help seek funding for Respondent to acquire Claimant's building as a library storage facility. The Illinois legislature approved the Representative's amendment to the Capital Development Board (CDB) appropriation bill as a part of Public Act 82-938 (SB 1400) effective August 18, 1982, which provided in section 7.1 that \$1,600,000 or so much thereof as may be necessary, was appropriated from the Capital Development Fund to the Capital Development Board for the purchase of a library storage facility for Southern Illinois University-Carbondale Campus. The Act provided in addition as follows:

"Sec. 10. No contract shall be entered into or obligation incurred for any expenditure from the appropriations made in this Act until after the purposes and amounts have been approved in writing by the Governor."

Similarly, in 1983, Public Act 83-64 (SB 714) effective August 15, 1983, in section 59, reappropriated the money, or so much thereof as may be necessary and remained unexpended at the close of business on June 30, 1983, from appropriations previously made under section 7.1 of Public Act 82-938.

It is undisputed that at the time of the original lease and option and throughout the term of Claimant's lease, the president of the university and vice president for campus services repeatedly advised Claimant that Respondent wished to acquire claimant's property as a library storage facility subject to the availability of funds. Shortly before the expiration of the one-year lease term on August **31, 1982**, and after discussions between the parties, Respondent wrote Claimant the following letter:

"August **6,1982**

Mr. Harry Melvin
1701 Carrol Drive
Marion, Illinois 62959

Dear Mr. Melvin:

Dr. Albert Somit has asked me to inform you that we are still pursuing the appropriation and release of funds for the purchase of the Bracy Building, and hope it will be forthcoming in the near future.

The University is unable to pay the **\$120,000** lease charge.

We would, however, be willing to continue custody of the building under the terms of the lease arrangement pending the determination of the availability of funds for purchase.

We appreciate the cooperation you have given us.

Sincerely,

s/Clarence G. Dougherty

Clarence G. Dougherty

Vice President for Campus Services

cc: Dr. Albert Somit"

At the oral request of Respondent for a written reply from Claimant, Claimant prepared and delivered a letter dated August **31, 1982**, to Respondent's agent as follows:

"August **31,1982**

Southern Illinois University
Carbondale, Illinois

RE: Bracy Building, Marion, Illinois

Dear Sir:

We are in receipt of your letter stating your wishes to eliminate the payment

of rent on this property and exercise your option to purchase upon receipt of funds. In as much as the Governor has signed this transaction, we agree with this arrangement deleting the rent portion of this lease.

Sincerely yours,

s/Harry B. Melvin

s/Virginia Cline”

Thereafter, Respondent’s agent made request of the Capital Development Board for the release of **\$1,600,000** for the purchase of a library storage facility from Claimant. Finally, on April **12, 1984**, CDB proposed a real estate purchase contract to Claimant in the amount of **\$675,000** which proposal was refused by Claimant. Claimant thereupon terminated negotiations with CDB and, by letter of April **16, 1984**, terminated Respondent’s tenancy on Claimant’s property and demanded immediate possession of the premises. Respondent delivered up possession of the premises to Claimant on or about April **20, 1984**.

Claimant argues that the letter of Respondent dated August 6, **1982**, and Claimant’s reply dated August **31, 1982**, evidenced and confirmed the existence of Respondent’s exercise of its option to purchase Claimant’s property. Claimant asserts that the letters combined with other modes of communication between the parties constitute Respondent’s acceptance of the terms and conditions of the option. Further, Claimant asserts that the failure of the Respondent to reply to Claimant’s letter of August **31, 1982**, and specifically those portions of Claimant’s letter purporting to allude to Respondent’s “exercise” of the option “upon receipt of funds” constitutes a binding contract between Claimant and Respondent independent of a lease agreement such that Respondent was bound to perform.

It is admittedly a true proposition of law that an option contract does not become a contract for the sale

of property until the holder of the option has exercised the same in strict conformity with the conditions therein prescribed. Then, and then only, can the contract be enforced. (*Moehling v. Pierce* (1984), 3 Ill. 2d 418, 121 N.E.2d 735, 737.) Furthermore, we find no fault with Claimant's assertion of the principle that if no specific mode of acceptance is specifically fixed in a contract offer, acceptance need not be in any particular form nor evidenced by express words. (*Calo, Znc. v. A.M.F. Pinspotters, Znc.* (1961), 31 Ill. App. 2d 2, 176 N.E.2d 1, 5.) In *Calo*, which was cited by Claimant, the Court had cause to consider the question of whether a binding contract had been entered into by the parties absent a written acceptance. With respect to the manner of acceptance the Court stated as follows:

"If no specific time limit is fixed with reference to the offer it continues for a reasonable time. If no specific mode of acceptance is specifically fixed in the offer, the acceptance need not be in any particular form nor evidenced by express words. Where the parties make the reduction of the agreement to writing and its signature by them a condition precedent to its completion, it will not be a contract until this is done. (Cites)"

Claimant's lease, above quoted, provided specifically that exercise of the option by Respondent "must be by written notice sent to the Lessor at her residence address * * *" (18(a) of the lease).

Claimant cites the case of *Memory v. Nippert* (1890), 131 Ill. 623, 23 N.E. 431, for the proposition that Claimant's letter of August 31, 1982, coupled with the continuing assurances of Respondent's agents that the purchase of Claimant's building would be consummated as soon as funds were released, constitutes a binding contract independent of the lease such that the Respondent was bound to perform thereunder. Claimant's letter is quoted above.

In *Memory*, plaintiff ordered 250 boxes of American bacon from defendant. Thereafter, defendant's

agent sent a letter to plaintiff confirming plaintiff's purchase offer, naming the contracting parties, describing the goods to be sold, the time and mode of delivery, the price and mode of payment, and all of the terms which would normally constitute a complete contract of sale. The court engaged the assumption that defendant's agent, in writing the letter, had competent authority from the defendant to negotiate and conclude the sale. When defendant failed to provide the bacon, plaintiff sued for plaintiff's loss. The defense was that the contract was unwritten and barred by a statute of limitations applicable to unwritten contracts. It was the position of defendant, that since defendant's letter was not signed by plaintiff, it lacked mutuality and failed to show the assent of the plaintiff, and was therefore no evidence of any contract whatever. The supreme court held the statute of limitations applicable to unwritten contracts to be inapplicable and concluded that where the "contract" had been accepted and adopted by the party not signing it, he does assent and agree to it on his part, and the law implies a promise to perform. However, the supreme court went on as follows at **131 Ill. 631, 632:**

"The delivery of a writing and its acceptance and adoption by the party to whom it is delivered, are necessarily facts dehors the writing itself, and must therefore be proved with extrinsic evidence; and where mutuality is established by proof of the acceptance of the writing, the contract is, notwithstanding such resort to parol evidence, a contract all of which is in writing. Of course where the writing is on its face a mere offer or proposition, the acceptance of the paper does not necessarily bind the party accepting to its terms. There must in such case be some further act manifesting an acceptance of the proposition, and whether the contract, after acceptance, will be deemed to be a contract in writing, within the meaning of the fifteenth and sixteenth sections of the statute of limitations or not, must depend upon a variety of circumstances. The rules on this subject are laid down and fully discussed in the case of *Plum vs. Campbell*, 129 Ill. 101. But where the writing on its face purports to be a consummated contract, the mere acceptance and adoption of the writing establishes mutuality, and makes the contract binding on both parties. This would manifestly be the case if the instrument sued on in this case obviously belongs to this class. It is a contract of sale, containing mutual obligations,

viz., on the part of the seller to deliver and on the part of the buyer to receive the goods sold and pay the price. It is therefore a contract in writing, binding on both parties, and containing within itself all the elements of mutuality.”

Thus, Claimant offers *Memory* in support of Claimant’s position that Claimant’s letter of August 31, 1982, to Respondent’s agents, when not repudiated by them, constituted both proof of the assent of Respondent’s agents to the proposition that the option had already been exercised, and a separate contract for the purchase of Claimant’s property pursuant to the exercise of that option.

The First District Appellate Court distinguished the case of *Memory* in *Lundin v. Egyptian Construction Co.* (1975), 29 Ill. App. 3d 1060, 331 N.E.2d 208, an appeal arising from a third-party action. In *Lundin*, third-party defendant H.R. Stewart, Inc. (Stewart), a plumbing contractor, had made a bid on plumbing work in connection with the construction of schools. The bid was evidently orally accepted by third-party plaintiff Egyptian Construction Co. (Egyptian), the general contractor, and Stewart commenced work. There was no written contract between the parties. Three months later Egyptian sent Stewart a letter styled as a “confirming order” which contained an indemnity agreement whereby Stewart was to indemnify Egyptian and other third-party plaintiffs against suits and claims brought against them arising out of the work performed by Stewart. Proof at trial was to the effect that the “confirming order” was intended by Egyptian to be a written embodiment of earlier oral discussions between the parties. The “confirming order” was neither signed nor returned by Stewart. Egyptian was thereafter sued and sought indemnification from Stewart. Egyptian and the other third-party plaintiffs argued that Stewart’s continuation of its work on the project after receiving the “confirming order” was conduct on the part of

Stewart manifesting Stewart's consent to the terms of the "confirming order." The Court agreed that while the course of conduct may act as consent to an unsigned contract, the course of conduct must be clear as to what contract the conduct relates. In *Lundin* there was another explanation for Stewart's remaining on the job after receiving the "confirming order" incorporating the indemnification agreement. The court pointed out that Egyptian and the other third-party plaintiffs failed to offer evidence that Stewart's conduct was related "specifically" to the written confirming order rather than to the already existing oral contract for the performance of their bid for the plumbing work.

Claimant in the case at bar admits that shortly before the termination of the one-year lease he attended a meeting with the university president and another university official at which the university's lack of funds to pay rent beyond the expiration of the one-year lease was discussed. It was at this meeting that Respondent's agents advised Claimant that they would be willing to maintain the building and keep it in the state it was in without rental payment until funds could be obtained with which to consummate the purchase. Claimant agreed to allow the university to maintain possession of the premises under their agreement to maintain the premises and to abate the rent because, failing that agreement, the university would have had to vacate the premises. It is the contention of Claimant that the letter of Respondent's agents dated August 6, 1982 (quoted above), constituted an exercise of the option referred to in the lease agreement. However, Claimant does not argue that at the time of the letter of Respondent's agent to Claimant (August 6, 1982), money was then available to the university to complete the purchase.

Respondent argues that section 30 of "An Act in

relation to State finance” (Ill. Rev. Stat., ch. 127, sec. 166), forbids the exercise of the option by Respondent’s agent. The statute provides as follows:

“Sec. 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 a money appropriated, unless expressly authorized by law.”

Respondent correctly cited *Fergus v. Brudy* (1917), 277 Ill. 272, 115 N.E. 343, for the proposition that authorizing payment of claims against the State under any agreement or contract made without express authority of law is null and void. Also, parties contracting with public entities are presumed to know of their **limitations in making contracts to bind the public**. *East Peoria Waterworks Improvement Project v. Board of Trustees of Community College* (1982), 105 Ill. App. 3d 712, 434 N.E.2d 781.

This Court has considered claims against Respondent in which Respondent has raised the defense that Respondent cannot be bound by the authorized acts of its agents in various types of cases. In *Potter v. State* (1983), 36 Ill. Ct. Cl. 26, it was held that when services were rendered to the State at the instance of persons mistakenly purporting to have State authority to contract, claims for compensation for such work will be denied, no matter how unjust the result, as those dealing with the State are presumed to know the law and deal with the State at their own peril. In *Dunteman v. State* (1985), 38 Ill. Ct. Cl. 51, it was held that a farmer could not rely on oral arrangements regarding the lease of farmland from the State made by the farmer with the “farm manager” for the Department of Corrections, even where the farmer had relied on oral assurances that the farmer could safely make fall preparations of farm ground prior to the formal leasing of the ground for the ensuing calendar year. This Court held as follows:

“It is a well settled principle of law that in dealing with an agent of the State, one must ascertain at his peril the authority of the agent, and the mere assertions of the agent are not sufficient to bind the State (*Midwest Truck & Sales v. State* (1979), 33 Ill. Ct. Cl. 82.)” 38 Ill. Ct. Cl. 51, 55.

Also, this Court has held that oral or implied contracts purportedly entered into by State entities may only be enforceable when services provided to the State were of an emergency nature. *Nile Marriot, Inc. v. State* (1973), 28 Ill. Ct. Cl. 351; *Elevator Manufacturing Co. of America v. State* (1959), 23 Ill. Ct. Cl. 98; *Patenberg & Patenberg v. Department of Public Works* (1969), 27 Ill. Ct. Cl. 1; *Agles v. State* (1983), 37 Ill. Ct. Cl. 134, 140.

Claimant advances serious and compelling arguments that an injustice would result to Claimant if he is deprived of both the benefit of his belief that the purchase option had been exercised by the State and his **claim for rental based upon rates under the one-year primary term**, for the 19½ months that the University occupied Claimant’s premises under a waiver of rent. Claimant asserts he would not have permitted such occupancy had he not believed that the exercise of the purchase option was imminent.

Unfortunately, Claimant’s claim based on the exercise of the purchase option must fail for two separate and equally compelling reasons. First, the exchange of correspondence between Claimant and university officials, and the university’s subsequent action in maintaining and occupying Claimant’s **premises** under the rental waiver agreement do not offer **compelling** and precise proof of any specific intent on **the part** of the Respondent’s agents to exercise the **purchase** option set forth in the original written lease. As in the case of *Lundin v. Egyptian Construction, supra*, the **action** of the university in occupying and maintaining the premises under the rental waiver agreement with Claimant is equally consistent with the view that the

university officials, as well as Claimant, were hopeful that funding would be provided for the purchase of the facility so that the purchase option could be exercised; Claimant's interpretation that such occupancy and maintenance of the building was consistent with the previous exercise of the purchase option is no more reasonable or compelling. Second, even if we were to construe the exchange of correspondence in August **1982**, (quoted above) and the university's action in remaining in occupancy of the building and maintaining it through April **20, 1984**, as evidence of the intent of university officials to exercise the option to purchase, such action on the part of the university officials was null and void as being in excess of their authority to bind Respondent to the payment of funds not available for expenditure. Accordingly, Claimant's cause of action arising out of the alleged exercise of the purchase option, and the failure of Respondent to complete the land purchase contract thereby allegedly created, must fail.

With respect to Claimant's cause of action for rent from September **1, 1982**, through April **20, 1984**, similar barriers obtain. It is clear, that Claimant's cause of action for rent is based on an estoppel or quantum meruit theory of unjust value being given without compensation. Claimant clearly admits that his agreement to waive rental for the period subsequent to August **31, 1982**, was made in the face of unequivocal declarations by Respondent's agents that funding was unavailable to continue to make rent payments as had been done under the one-year primary term of the lease. Claimant argues that the rental waiver was in consideration of Claimant's belief and understanding that the option to purchase had indeed been exercised by the University; and that the purchase of Claimant's property for \$1,600,000 was imminent subject to the availability of funds. Although

Claimant had contacts with C.D.B., and in one case made offers to C.D.B. to install valuable improvements in the building to encourage C.D.B. to complete the sale, Claimant contends that at all times subsequent to August 1982, Claimant was of the opinion that the purchase option had been exercised and that an enforceable contract was in existence. However, taking into account the terms of the option in Respondent's lease, combined with the correspondence of August 1982, and the actions of the university thereafter in maintaining possession of the building under the rental waiver agreement, and subsequent attempts to obtain a "release" of sufficient funds to enable the university to complete the purchase, it is just as reasonable to conclude that both Claimant and the university, for the period of time after the expiration of the initial term of the lease, were hopeful of obtaining funding from the Capital Development Board so as to enable the university to exercise its option to purchase Claimant's property. Upon the stipulation of the parties and the testimony at trial, it is equally reasonable to conclude that Claimant's consent to allow the university to retain possession of the building rent-free under the university's agreement to maintain the premises was as much to create "leverage" on C.D.B. and on the university to complete the exercise of the option and purchase of the property as it is Claimant's reaction to the belief that the option had already been exercised and that purchase was imminent.

It is clear that no funding was available under the university's budget or any appropriation to continue rental payments on Claimant's building beyond August 31, 1982. Thus, hypothetically, if university officials had assured Claimant that upon the failure of their ability to exercise the option to purchase, they would reimburse Claimant at the same monthly rate for rent as they had

paid under the initial term of the lease, such an agreement would not have been binding on Respondent for the same reasons as above set forth that any purported exercise of the purchase option by university officials could not be binding on Respondent.

Finally, it is settled that the theory of *quantum meruit* does not apply against the State of Illinois. *Schute v. State* (1957), 22 Ill. Ct. Cl. 592; *Klingberg Schools v. State* (1979), 33 Ill. Ct. Cl. 184, 189; *Thomas v. State* (1968), 26 Ill. Ct. Cl. 252, 256.

It is therefore ordered, adjudged and decreed that Claimant's claim is dismissed, with prejudice.

(Nos. 84-CC-3559, 85-CC-0380 cons.—Claimants awarded \$1,000.00.)

**ALFREDO VARGAS and CECIL CALVERT ODOM, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Opinion filed December 19, 1988.

ALLEN G. WILSEY, for Claimant Alfredo Vargas.

LOUIS E. NEUENDORF & ASSOCIATES, for Claimant Cecil Calvert Odom.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

COMPARATIVE NEGLIGENCE—comparative negligence doctrine applies to claims for personal injuries. No Claimant has the right to expose himself or herself to possible danger and then recover damages for the injuries which could have been avoided by the use of reasonable care, and claims for personal injuries must be analyzed under the doctrine of comparative negligence to determine whether any of the parties exercised less than reasonable care which proximately led to the Claimant's injuries.

*PRISONERS AND INMATES—legs caught between truck and loading dock—
inmates jailed to use due care—reduced awards granted.* The Court of

Claims made awards to two inmates of a correctional center for the leg injuries they sustained when their legs were caught between the bed of a truck and a loading dock while the truck was being moved, notwithstanding the fact that the inmates failed to use reasonable care for their own safety by changing their location and sitting inside the truck before it was moved, since the agents of the State involved in moving the truck also acted negligently in failing to direct the Claimants to move to a place of safety before the truck was moved.

BURKE, J.

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner and this Court being fully advised in the premises:

Finds that Claimants Alfredo Vargas and Cecil Calvert Odom were inmates at Sheridan Correctional Center on April **10, 1984**, and both were employed refurbishing furniture, and office and school desks for **mental institutions and other institutions for the State of Illinois**. Prison Industries transported the used furniture from its storage location outside the prison to its workshop inside the prison in a pickup truck, whose floor space was **10 to 12** feet with walls and a roof, but no tailgate or door at the rear.

Claimant Vargas testified that on April **10, 1984**, the truck was parked a few inches from the dock of the Prison Industries building and he sat on the back of the truck facing the dock of the building with his feet on top of the dock and Claimant Odom sat next to him. The truck driver, J.D. Reno, a State employee, Supervisor Harloman and an inmate came out of the building, saw Claimants sitting in the back of the truck. Alfredo Vargas' testified, "Reno came in front of me, looked down at both of us and he asked if we were ready and we told him, 'Yes, we were ready.'" Vargas further testified, "Then he started the truck and he jerked back, it just started rolling straight back and hit the dock." Vargas' left leg and Odom's right leg were between the

steel beam used as a step into the back of the truck and the edge of the dock. After several seconds, the truck was pulled away from the dock, freeing Claimants' respective legs. Each claimed they sustained injuries to his trapped leg.

The incident report of the Department of Corrections by Reno, the truck driver, states: "When I placed the truck in neutral gear to start it, the truck rolled backwards, catching the legs of Odom and Vargas between the truck and loading dock."

The medical evidence is undisputed in that there was a slight injury to the leg of Claimant Vargas and minimal injury to the leg of Claimant Odom. As to the issue of liability and degree of negligence of the parties, the record indicates substantial negligence on the part of both Claimants. Neither observed safety rules by sitting in the back of the truck allowing their feet to dangle over the edge of the truck, very close to the edge of the dock, when the entire inside of the truck was empty for their occupancy. On the other hand, Respondent's agents could and should have directed the Claimants to change their location by sitting inside the truck, thus, observing safety rules. Claimants were neither ordered nor instructed by Respondent's agents to place their legs in the narrow gap between the truck and dock. Claimants were not relieved from exercising reasonable care in a situation where they could have selected a safe place to sit inside the truck rather than the hazardous position on its tail. Claimants had no right to expose themselves to possible danger and then recover damages for injuries which they could have avoided by use of reasonable care. *Alberts v. Continental Co.*, 220 F.2d 847; *Louinguth u. City of Bloornington*, 71 Ill. 238; *Beidler u. Branshaw*, 200 Ill. 425.

In the case of *Alvis v. Ribar*, 85 Ill. 2d 1,421 N.E.2d

886, the court held that the comparative negligence standard requires that the court analyze the actions of the claimants and respondents to determine if any, some or all of the parties exercised less than reasonable care which proximately led to claimants' injuries.

Claimant Odom is awarded three hundred (\$300.00)dollars and Claimant Vargas is awarded seven hundred (\$700.00)dollars, said awards being in full and complete satisfaction of Claimants' complaint.

(No. 85-CC-0680—Claimant awarded \$60,000.00.)

RAYMOND PONCZEK, Claimant, v. THE STATE OF ILLINOIS
and **ANTHONY M. STAZZONE, Respondents.**

Opinion filed September 16, 1988

JAMES J. MCPOLIN, for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCKLEY, Assistant Attorney General, of counsel), for Respondents.

NEGLIGENCE—pedestrians—statutory restrictions. Section 11—1007 of the Illinois Vehicle Code provides that a pedestrian must use a sidewalk where one is available, and if a sidewalk is not available along a roadway, the pedestrian shall walk only on the shoulder of the roadway, as far as practicable from the edge of the roadway, but where there is neither a sidewalk, nor a shoulder, the pedestrian shall walk on the outside edge of the roadway, and if it is a two-way roadway, he shall walk only on the left side.

SAME—pedestrian walked on shoulder less than 18 inches from roadway—statute not violated. In an action for the injuries sustained when a pedestrian was struck by the blade of a snowplow on a truck being driven by a State employee, the pedestrian was held not to have violated the statute regulating where a pedestrian may walk while proceeding along a roadway, notwithstanding the fact that the pedestrian was walking at the shoulder of the roadway less than 18 inches from the roadway, since the record showed that there was less snow where the pedestrian was walking and that there were "piles" of snow immediately adjacent to the footpath the pedestrian was using.

HIGHWAYS—snowplow struck pedestrian— driver negligeni— award granted. The proximate cause of the accident in which the Claimant was struck while walking along a State highway by the blade of a snowplow on a truck being driven by a State employee was the driver's failure to see the Claimant before he struck him, especially where the evidence showed that the Claimant was wearing light-colored clothing and the truck's lights were functioning properly.

DAMAGES—pedestrian struck,by stlowplow— award made for medical expenses, wage loss and pain and suffering. Where a pedestrian suffered broken ribs, a kidney contusion, bruises, abrasions and the loss of his spleen as a result of being struck by a snowplow while walking along a roadway after dark and the State was found to be liable, damages were awarded for the medical expenses, wage loss and the pain, suffering and disfigurement the pedestrian endured.

RAUCCI, J.

Claimant Raymond Ponczek brought this action for personal injuries suffered when he was struck by the blade of a snowplow while he was walking on the shoulder of a highway.

The Respondent Anthony M. Stazzone was the driver of the highway truck to which the snowplow was attached. He admits that he did not see Claimant before striking him.

On January 13, 1984, at approximately 6:00 p.m., Claimant, then 21 years of age, was walking westbound on a footpath along the north side of Route 83 near its intersection with 69th Court in Palos Heights, Illinois. Stazzone was driving a six-ton truck with a snowblade attached westbound on Route 83. The blade protruded from the side of the truck between 6 and 18 inches. It is uncontroverted that the wheels of the truck did not leave the highway, and that Ponczek was not on the road when struck as Stazzone was salting to keep the snow flurries from freezing on the road. It was dark, but the truck's lights were on and the driver's vision was not otherwise impaired.

The footpath (shoulder) was approximately one

foot north of the paved portion of the roadway and 1½ feet from the white line edging the roadway.

Respondent's only defense is that Claimant should have been more than 18 inches from the edge of the roadway. Respondent relies on the provisions of section 11—1007(b) of the Illinois Vehicle Code (Ill. Rev. Stat. 1985, ch. 95½, par. 11—1007(b)) which provides:

“(a) Where a sidewalk is provided and its use is practicable, it shall be unlawful for any pedestrian to walk along and upon an adjacent roadway.

(b) Where a sidewalk is not available, any pedestrian walking along and upon a highway shall walk only on a shoulder, as far as practicable from the edge of the roadway.

(c) Where neither a sidewalk nor a shoulder is available, any pedestrian walking along and upon a highway shall walk as near as practicable to an outside edge of a roadway, and, if on a two-way roadway, shall walk only on the left side of the roadway.

(d) Except as otherwise provided in this Chapter, any pedestrian upon a roadway shall yield the right of way to all vehicles upon the roadway.”

Respondent urges that Claimant “violated the statute when he walked at the edge of the shoulder less than 18 inches from the roadway.” We do not agree.

The uncontroverted testimony established that there was less snow on the shoulder of the north side of the road than on the south shoulder, and that there were “piles” of snow immediately adjacent to the footpath. The use of the footpath did not violate the statute.

We find that the sole, proximate cause of the accident was the failure of the truck driver to see the Claimant before he struck him. The Claimant was wearing a light-colored gold jacket and white-gray pants and the truck's lights were functioning properly.

Having found liability on the part of the State, we now turn to the issue of damages. Claimant suffered three broken ribs, a kidney contusion, numerous bruises and abrasions, and a ruptured spleen which required Claimant to undergo a splenectomy. As a result of the

loss of his spleen, Claimant suffers an immunological deficit which subjects him to chronic or reoccurring respiratory infections. He will be required to receive vaccine every five years in order to protect him against pneumonia. The vaccine, however, does not protect him against other viruses. He is in generally poor health. Additionally, Claimant suffered a series of shoulder dislocations which required physical therapy and exercise, followed by surgery, to stabilize the shoulder.

Claimant incurred \$14,567.67 in medical expenses and had a wage loss of \$2,630 for a total of \$17,197.67. Considering the nature, extent and duration of the injuries, as well as the pain, suffering and disfigurement suffered, the medical expenses and wage loss, we assess damages at \$60,000.

It is therefore ordered, adjudged and decreed that Claimant is awarded sixty thousand dollars (\$60,000.00) in full and complete satisfaction of this claim.

(No. 85-CC-1083—Claimant awarded \$34,363.68.)

DESSIE MAE OWENS, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed March 10, 1989.

BEGER, FERGUSON & ASSOCIATES (JERROLD R. BEGER,
of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCK-
LEY, Assistant Attorney General, of counsel), for Respon-
dent.

NEGLIGENCE—*State's duty to persons on its premises.* The State of Illinois has a duty to maintain premises under its control in a reasonably safe condition for persons who are legitimately on those premises.

SAME—snow and water on waiting room floor—state's duty. Where the evidence showed that water and snow had accumulated on the tile floor of a waiting room in a State office, the State had a duty to remedy the situation in order to make the room safe for the persons using the room, since the accumulation created a situation under which it would be reasonably foreseeable that someone could slip and fall, and requiring the State to keep the floor clear or to provide mats and rugs in areas of high traffic would impose a slight burden.

SAME—slip-und-fall— waiting room— snow and water on floor— State negligent— award granted. The State was negligent in failing to correct an accumulation of snow and water on the tile floor of the waiting room of a State office, and therefore an award was appropriate for the Claimant who slipped and fell in one of the puddles in the waiting room and injured her knee, especially where the State's employees had knowledge of the condition and could have easily taken action to remedy the situation.

DAMAGES—slip-and-fall—knee injury—award ,granted for disability, medical expenses, future treatment and pain and suffering. Where the State was found liable for the knee injury sustained by the Claimant when she slipped in a puddle of water in the waiting room of a State office, an award was granted for the Claimant's medical expenses, her pain and suffering, and future treatment, but no award was made for lost income due to the speculative nature of the evidence in that regard, and the award for the Claimant's disability was limited because her condition was not solely due to the post-traumatic chondromalacia and the prognosis after treatment or surgery was not in evidence.

SOMMER, J.

The Claimant, Dessie Mae Owens, age 51 at the time of the mishap, has brought this action for damages for personal injury with accompanying pain and suffering and medical expenses:

On December 15, 1983, the Claimant, Dessie Mae Owens, drove her daughter-in-law, Lavalle Owens, a public aid client, to the office of the Department of Public Aid in Rockford. At the Rockford office, an enclosed entranceway opened into a large waiting room in which clients sat waiting to be summoned to meet their caseworkers. As the Owens entered the waiting room, there were chairs in front of them and to the right. They sat approximately 15 feet to the right of the entrance door, three or four feet from the interior door to the offices in which clients were interviewed.

Caseworker supervisor, Patricia G. Story, entered the waiting room through the interior door near the Owens and summoned the Claimant's daughter-in-law to follow her into the offices. When Ms. Story first saw the Claimant, the Claimant was seated. However, just as Ms. Story was going through the interior door with the Claimant's daughter-in-law, they both turned, and saw the Claimant on the floor. The Claimant had fallen between where she was seated and the interior door. Ms. Story went to the Claimant's aid.

The incident occurred about 1:30 in the afternoon. Snow had been falling all day, and persons entering the waiting room had brought snow with them on their shoes. This snow melted into puddles. Ms. Story stated that the Claimant was down on her knee in one of the puddles. The floor was made of tile and there was no rug in the waiting room that was usable by entering parties. Generally, janitors did not come on duty until late afternoon, but from time to time a clerk would be summoned to clean up spills. This clerk was not summoned on December **15,1983**, prior to the incident.

The State's duty to persons legitimately on its premises is to maintain reasonably safe conditions. The accumulation of water and snow on the tile floor in the large waiting room did create a situation in which it would be reasonably foreseeable that someone could slip and fall. To remedy the situation would not have been burdensome. The clerk could have been summoned to keep the floor clear or mats and rugs could have been placed on the floor in trafficked areas.

The accumulation of water and snow was the proximate cause of the Claimant's fall and injury, and the State's employees clearly had knowledge of the situation. This Court finds negligence on the part of the Respondent.

The Claimant saw a physician the next day who told her that she had a fractured kneecap (patella). This diagnosis was considered probable by her surgeon and a later examining physician. Mrs. Owens underwent whirlpool treatment, wore a knee brace for three months, and in May of **1984** had a pain killer injected into the knee. The Claimant finally underwent surgery on her left knee on August **11, 1984**, and wore a knee brace for some time thereafter.

Entered into evidence were the reports of her surgeon, the hospital and the orthopedic physician who examined her in Arkansas where she presently resides.

The hospital reports indicate that the surgery repaired a torn meniscus (cartilage) in the left knee. At that time it was reported that there was "significant degeneration of the undersurface of the patella." The surgeon in December of **1985** refers to this as "post-traumatic chondromalacia of patella." Chondromalacia of the patella is a deterioration of the cartilage on the underside of the patella. Other than occurring naturally, it can be caused by a fracture of the patella, a hard knock or a torn meniscus. An injured party feels sharp pain and stiffness and the knee gives way on occasion. Mrs. Owens reports these symptoms.

In May of **1985**, 'the surgeon reported a good recovery with no swelling and close to full range of motion of the left knee. The Claimant still indicated some discomfort. In December of **1985**, the surgeon noted that her symptoms may increase as the patella fracture and chondromalacia may lead to "degenerative arthritic damages." The Arkansas physician in October of **1986** reported "degenerative arthritis" in both knees with pain and swelling more pronounced in the left knee, with the possibility of further surgery.

In April of 1987, the surgeon reported that chondromalacia of the patella was present in the left knee, and that the condition was partially traumatic in origin. The question in cases such as this is to what extent the trauma caused or accelerated the chondromalacia, as naturally arising arthritic changes. also contributed to the condition. We have no report from the Respondent's examining physician, if any, indicating the extent of arthritis in other parts of the Claimant's body, or the probably extent of pretraumatic arthritis.

The preponderance of the evidence shows and this Court finds that the Claimant suffered a probable fractured patella and a torn meniscus of the left knee. The left knee was treated surgically to repair the torn meniscus. A chondromalacia of the patella has since set in which may require surgery, in various degrees of seriousness, if it does not respond to conservative treatment. There is no evidence of the disability due to the fall that the Claimant will suffer in the future, though she is suffering disability at the present time.

This Court is asked to make a fine judgment in the matter of its award for disability and its duration. The Claimant's condition is not solely due to the post-traumatic chondromalacia and the prognosis after treatment or surgery is not in evidence. Therefore, the Court awards Dessie Mae Owens \$12,000 for her disability.

The matter of lost income is speculative in this claim. Mrs. Owens stopped working three years prior to the injury. No evidence was introduced concerning her past wages or her desire to return to work. There is no evidence of Mrs. Owens' ability to perform work she had previously done or could do after her pending treatment or surgery. Therefore, we make no award for lost income.

Medical bills in the amount of **\$4,363.68** have been stipulated, and we award such an amount to Mrs. Owens and the vendors.

The Claimant asked for \$5,000 for pain and suffering to date in her amended bill of particulars, and we award that amount to Mrs. Owens, and we award \$5,000 for future pain and suffering.

The Claimant's surgeon stated that the potential operation would range from \$3,000 to \$5,000 in cost. We award \$5,000 to Dessie Mae Owens for treatment or the operation, and \$3,000 for therapy.

It is therefore ordered that Dessie Mae Owens be awarded a total of **\$34,363.68** and that the award be made payable to Dessie Mae Owens and her attorneys, **Schirger, Begar and Ferguson, Ltd.**

(No. 85-CC-10%—Claimant awarded \$11,500.00.)

JANNA LEE MIXEN, Administrator of the Estate of Terry Mixen, deceased, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed October 4, 1988

MANDRGOC & LINKOWSKI, for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—pregnant employee struck by aggressive patient—infant died—working conditions unsafe—State liable. Where the Claimant, a pregnant employee of a State facility for disabled persons, was struck in the abdominal area by an aggressive patient and her infant died following his premature delivery, the State was liable for the Claimant's loss due to its failure to provide safe working conditions for pregnant employees, since the

State admitted that the staff-to-patient ratio was below normal at the time the patient struck the Claimant.

DAMAGES—pregnant employee struck by patient—premature delivery—infant died—award granted. An award was granted for the Claimant's (loss of her infant following a premature delivery caused by an incident in which the pregnant Claimant was working in a facility for disabled persons and was struck in the abdominal area by an aggressive patient, since the evidence showed that the State was negligent in failing to provide safe working conditions, that the infant was viable when born, and even though the child was afflicted with hyaline membrane disease, that disease was solely due to the premature birth, and there was no indication of congenital abnormalities.

DILLARD, J.

This cause is before the Court following oral argument on the above captioned claim, due notice having been given and the Court being fully advised in the premises, finds as follows:

Claimant, Janna Lee Mixen, was employed at the Dixon Developmental Center, Respondent's institutional facility for the disabled and handicapped at Dixon, Illinois. In the course of her employment as a Mental Health Technician I, Claimant was assigned to work in a cottage known as Acapulco cottage where certain aggressive male residents were housed. When assigned to work in the Acapulco cottage on December 1, 1982, Claimant was approximately five months pregnant. On said date, at or about 9:45 a.m., a resident, J.M., attacked another resident of the Acapulco cottage and Claimant, assisted by another employee, restrained J.M. The Claimant was finally able to get the resident to the floor and she restrained him while on her knees. While the resident was lying on his back on the floor, he struck out with his foot at the Claimant, and struck her in the abdominal area.

Claimant asserts that as a direct and proximate result of the resident striking her, the fetus was severely injured, and the result of which striking was the

premature Caesarean delivery of Terry Mixen on January 29, 1983, and his subsequent death on January 31, 1983. Claimant alleges the Respondent was negligent in not having adequate personnel to handle such aggressive patients and in failing to provide safe working conditions for female employees who were working while pregnant.

The Respondent has admitted that the staff-to-patient ratio was below normal on the date its resident struck the Claimant in her abdominal area. After an extensive review of the record and oral argument before this Court, we find that the Respondent was negligent with respect to the instant situation. Furthermore, the death of Claimant's infant was the direct and proximate cause of the Respondent's resident striking Claimant.

Since the infant, Terry Mixen, was viable when he was born, Claimant is entitled to bring an action for his death and for damages. After reviewing extensive case law similar to the present claim from Illinois and other jurisdictions and a review of the facts, it is clear that Claimant may recover monetary damages due to Respondent's negligence in this matter.

While there is evidence that Claimant's infant was afflicted with hyaline membrane disease, he was afflicted with this disease solely because of his premature birth. Medical records in the Court's record indicated that no congenital abnormalities were identified in this infant. Considering the entire record in this case and a substantial review of similar cases, Claimant is entitled to an award of **\$11,500**.

It is therefore ordered, adjudged and decreed that Claimant is awarded eleven thousand five hundred dollars (**\$11,500.00**) in full and complete satisfaction of this claim.

(No. 85-CC-1525—Claim dismissed.)

CAROLYN LEWIS, Claimant, **u.** THE STATE OF ILLINOIS,
Respondent.

Order filed June 1, 1989.

SHERMAN F. JAFFE, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAN SCHAFFRICK, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—exhaustion of other remedies required. Section 25 of the Court of Claims Act and section 790.60 of the Court of Claims Rules require that a Claimant exhaust all other remedies and sources of recovery before seeking a final disposition in the Court of Claims, and the failure to comply with that requirement may be grounds for dismissal.

HOSPITALS AND INSTITUTIONS—attack by patient of health center—Claimant injured—direct remedy against patient not exhausted—claim dismissed. A claim for personal injuries sustained when a patient of a State health center attacked the Claimant while the Claimant was visiting the center was dismissed due to the fact that the Claimant failed to exhaust her other remedies by filing suit directly against the patient who attacked her.

RAUCCI, J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein, due notice having been given the parties hereto, and the Court being advised in the premises:

The court finds that Claimant has filed a complaint seeking damages for personal injury she allegedly sustained while visiting her mother, a patient at Chicago-Read Mental Health Center. The complaint further alleges that Claimant was attacked by Major Cobbs, a patient of Chicago-Read Mental Health Center.

We note that section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5) and section 790.60 of the Court of Claims Rules (74 Ill. Adm. Code 790.60) require any person who files a claim before the Court of Claims shall, before seeking final disposition of his

claim, exhaust all other remedies and sources of recovery.

In *Essex v. State* (1987), No. 85-CC-1739, the Claimant, a patient at John J. Madden Mental Health Center, brought suit against the State after she had been sexually assaulted by another Madden patient. The Claimant, however, did not file an action against her assailant, and as a result, Respondent moved to dismiss the claim for failure to exhaust remedies pursuant to section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5) and section 790.60 of the Court of Claims Rules (74 Ill. Adm. Code 790.60). We, in *Essex*, followed the reasoning set forth in *Boe v. State* (1984), 37 Ill. Ct. Cl. 72, which held that a claimant “must exhaust *all* possible causes of action before seeking final disposition of a case **filed in the Court of Claims.**” (Emphasis in original.) We determined that the language of section 25 and section 790.60 “clearly makes the exhaustion of remedies mandatory rather than optional,” and that if it were to waive this requirement, “the requirement would be transformed into an option, to be accepted or ignored according to the whim of all claimants.” *Id.* at 76; quoting *Lyons v. State* (1980), 34 Ill. Ct. Cl. 268, 271-72.

Like the Claimant in *Essex*, Claimant in the case at bar failed to exhaust all remedies available to her prior to seeking final disposition of her claim in the Court of Claims. Accordingly, the Claimant here was obligated to bring a civil action against Major Cobbs:

Section 790.90 of the Court of Claims rules (74 Ill. Adm. Code 790.90) provides that failure to comply with the provisions of section 790.60 shall be grounds for dismissal.

Therefore, Respondent’s motion to dismiss should be granted because Claimant has failed to comply with

the exhaustion of remedies requirement mandated in section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5) and section 790.60 of the Rules of the Court of Claims (74 Ill. Adm. Code 790.60).

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

(No. 85-CC-2544—Claimants awarded \$5,000.00.)

**BRAD.CENTOLA and VALERIE CENTOLA, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Order filed September 22, 1987.

Order filed July 14, 1988.

FULLER, HOPP, BARR, MCCARTHY & QUIGG (KITTY M. MCCARTHY, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (CHRISTINE ZEMAN, Assistant Attorney General, of counsel), for Respondent.

INTEREST—state not liable for interest absent statute. The State is not liable for interest in the absence of a statute expressly subjecting the State to such liability.

STIPULATIONS—claim arising from State's investigation of child abuse by husband of Claimants' babysitter—stipulation—award granted. Based on a joint stipulation between the parties, a claim arising from the Department of Children and Family Services' investigation of child abuse by the husband of the Claimants' babysitter was settled and the Claimants were granted an award of \$5,000, since the agreement appeared to have been entered into with full knowledge of the facts and law, and it was for a just and reasonable amount.

INTEREST—stipulation—payment of award delayed—request for interest denied. Where the payment of an award based on a joint stipulation was delayed by the legislature's failure to approve the bill which included the provision for payment, the Claimants' request for interest from the date of the award until payment was denied, since no statute allowing interest was

applicable to the circumstances pleaded by the Claimants, and interest cannot be awarded in the absence of a statute authorizing such an award.

ORDER

MONTANA, C.J.

This cause comes before the Court on the parties' joint stipulation for settlement which states:

This claim arises from a Department of Children and Family Services investigation into child abuse by the husband of the babysitter for Claimants.

The parties have investigated this claim, and have knowledge of the facts and law applicable to the claim, and are desirous of settling this claim in the interest of peace and economy.

Both parties agree that an award of \$5,000 is both fair and reasonable.

Claimants agree to accept, and Respondent agrees to pay Claimants Brad and Valerie Centola \$5,000 in full and final satisfaction of this claim **and** any other claims against Respondent arising from the events which gave rise to this claim.

The parties hereby agree to waive hearing, the taking of evidence, and the submission of briefs.

This Court is not bound by such an agreement but it is also not desirous of creating or prolonging a controversy between parties who wish to settle and end their dispute. Where, as in the instant claim, the agreement appears to have been entered into with full knowledge of the facts and law and is for a just and reasonable amount, we have no reason to question or deny the suggested award.

It is hereby ordered that the Claimants be awarded \$5,000, in full and final satisfaction of this claim.

ORDER

MONTANA, C.J.

This cause comes on to be heard on the Court's own motion;

On September 22, 1987, an order was entered in this claim approving a settlement and awarding the Claimants \$5,000. On January 29, 1988, an amended complaint for interest was filed. In pertinent part that complaint reads as follows:

"1. That on September 22, 1987 an Order was entered by the State of Illinois, Court of Claims which awarded the Claimants Five Thousand Dollars (\$5,000.00).

2. Claimants were advised by the Court of Claims that this award for Five Thousand Dollars (\$5,000.00) would be included in a Special Awards Bill (Senate Bill 1521) to be approved by the Illinois General Assembly in October of 1987.

3. That during the veto session of the Illinois General Assembly in October of 1987, this award was included in Senate Bill 1521, the Court of Claims Special Awards Bill. However, during this veto session, this award was removed from Senate Bill 1521 and transferred to the Omnibus Bill, Senate Bill 1520, as an amendment to that Bill.

4. That the Illinois General Assembly failed to approve the Omnibus Bill, Senate Bill 1520, which included Claimants' award for Five Thousand Dollars (\$5,000.00).

5. That Claimants have not received payment of their award.

6. That Claimants are entitled to interest on this award from the date the Order was entered on September 22, 1987 up to and including the date when a voucher from the State of Illinois is submitted to them as payment.

WHEREFORE, Claimants pray for judgment against: the State of Illinois, Court of Claims, for interest on their award which is to be calculated from the date the award was entered by the Court of Claims on September 22, 1987 up to and including the date on which Claimants receive a voucher from the State of Illinois representing payment of said award."

This Court has consistently followed the rule that the State is not liable for interest in the absence of a statute expressly subjecting it to such liability. No such statute has been pleaded here and we know of none applicable to this set of facts as pleaded. In *Doe v.*

State (1986), 40 Ill. Ct. Cl. 37, post-judgment interest which would have accrued while an award was awaiting appropriation by the legislature was denied. In *Branch-Nicoloff Co. v. State* (1987), 40 Ill. Ct. Cl. 252, we denied interest stating “* * * (T)he legislature’s postponement, or failure to appropriate, funds to pay the award does not change our previous position.”

It is hereby ordered that the amended complaint be, and hereby is, dismissed for failure to state a cause of action.

(No. 85-CC-3067—Claim denied.)

HERB WARD, Claimant, v. THE STATE OF ILLINOIS, Respondent.

Opinion filed February 28, 1989.

PERONA LAW OFFICES (VINCENT D. BRADLEY, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—slip and fall on sidewalk at correctional center—State not negligent—inmate's claim denied. A claim by an inmate of a correctional facility for the injuries he sustained when he tripped on the edge of a sidewalk at the facility and slipped into a ditch was denied, since there was no evidence that the State was negligent, the ditch was clearly visible, the inmate knew of its existence prior to the fall, and there was no evidence the inmate was pushed or bumped.

BURKE, J.

Claimant seeks recovery from Respondent pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(d)) due to an incident of slipping off Respondent's sidewalk.

On June 24, 1984, the Claimant Herb Ward was incarcerated at the East Moline Correctional Facility and was there for a period of months prior to the incident. On the date in question, Claimant was walking between the correctional facility's cafeteria with another inmate, Gerald Leferls, back to his housing unit. While walking on a sidewalk which he described as normal width, his foot caught the outer edge of the sidewalk and he fell into a ditch adjacent to the sidewalk. The ditch was approximately 18 inches deep.

The Court having heard oral arguments and having reviewed the record as it now exists, finds as follows:

1. That the interests of the parties in the instant case were well represented by counsel.

2. That the injury occurred on State property.

3. That the sidewalk was approximately four feet wide.

4. That prior to the accident, Claimant traversed the sidewalk two to three times daily.

5. That no evidence was presented to show that Claimant was pushed or bumped.

6. That the evidence showed the sidewalk was not defective. The Claimant's foot caught the outer edge causing him to slip into the ditch that was clearly visible and known by Claimant to exist for at least 7 to 10 days.

7. The proof submitted does not show that the State was negligent.

8. That there is no need to address the medical condition of the Claimant.

Wherefore, it is hereby ordered that the instant claim is denied.

(No. 86-CC-0543—Claim denied.)

HERMAN MITCHELL, Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 7, 1989.

HERMAN MITCHELL, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN BUCKLEY,
Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—inmate beaten by other inmates—inmate facilitated beating—claim denied. Where the evidence showed that the Claimant, an inmate of a correctional center, left a shower area where he was instructed to remain, went to the area where another inmate with whom he had previously argued was celled, and he was then beaten and stabbed by other inmates, the injured inmate's complaint was dismissed with prejudice, since the State was not liable for the criminal acts of third parties under such circumstances, especially where the Claimant facilitated the beating by disobeying orders to remain in the shower area.

BURKE, J.

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner, and this Court being fully advised in the premises finds that on July 12, 1985, Claimant, Herman Mitchell, was an inmate at Pontiac Correctional Center. On that date, Claimant was removed handcuffed from his cell for the purpose of taking a shower. The officer that accompanied Claimant to the shower are left Claimant to exchange keys. While the guard was gone, Claimant left the shower area and moved to an area where an inmate was in a cell. Claimant and the inmate had argued earlier. Claimant was injured at the hands of other inmates who attacked him, stabbed him with a knife and threw hot liquids on his body.

Respondent is not responsible for criminal acts of third parties under circumstances such as presented in the case at bar. Claimant's testimony and the depart-

mental report clearly demonstrate that Claimant's action in wandering from the shower area where he was instructed to remain by the prison guard was the fact or circumstances which facilitated and allowed Claimant to sustain apparent injury at the hands of other inmates.

It is therefore ordered that this claim is denied and Claimant's complaint is dismissed with prejudice.

(No. 86-CC-1532—Claimants awarded \$400,000.00.)

ARCHIBALD COPLAND, Individually and as Special Administrator of the Estate of Scott Copland, Deceased, MARY ANN COPLAND, and KATHLEEN COPLAND, Claimants, v. THE ILLINOIS DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES and HOWE DEVELOPMENTAL CENTER, Respondents.

Opinion filed January 19, 1989

ROBERT A. CLIFFORD & ASSOCIATES (RICHARD PULANO, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (JOHN BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

HOSPITALS AND INSTITUTIONS—handicapped resident left unattended at developmental center—fatal accident—maximum awards granted. The maximum award of \$100,000 was granted to the estate of the deceased, and like awards were granted individually to his parents and his surviving sister where the evidence established that the deceased, a resident of a State developmental center, was left unattended on a toilet and subsequently asphyxiated himself when he caught his neck on the back of the wheelchair which had been used to keep him positioned on the toilet, since the evidence established that the deceased suffered a painful death and his family had maintained a close relationship with him during his hospitalization.

MONTANA, C.J.

This claim was filed by Archibald Copland, the father and special administrator of the estate of Scott Copland, on behalf of the estate of Scott Copland, deceased, and also on behalf of himself, his wife, Mary Ann Copland, and his daughter, Kathleen Copland Buzen.

Evidence was taken on July 7 and 8, 1988. The record includes a factual stipulation, the testimony of each of the Coplands, exhibits to which the witnesses made reference during the course of the hearing, and certain documents of the Department concerning family visits made to Scott Copland.

The stipulation signed by each party prior to the beginning of evidence included the following facts: Scott Copland was a resident and under the complete care of the Howe Developmental Center in Tinley Park, Illinois, on and prior to April 28, 1985. Scott Copland resided in Quad 3, of the four quads located in Willow Hall at Howe Developmental Center. There were approximately **40** residents living in this quad. Most of these residents were severely mentally and physically handicapped. These residents required 24-hour attention. The technicians assigned to this quad, employees of the Howe Developmental Center, worked eight-hour shifts.

On April 28, 1985, there were six technicians assigned to Quad 3. Each technician was assigned to care for a certain number of the residents. Ms. Mary Ann Townsend was the technician responsible for the care of Scott Copland and several other residents. She had cared for Scott in the past and was familiar with his mental and physical limitations. She knew that Scott was retarded and had the mental capacity of a three year

old. She also knew that Scott was an epileptic, could have seizures at any time and that he was on a prescription medication for his epilepsy.

On the morning of April 28, 1985, certain of the technicians decided to have a barbecue for the residents. This would require someone going to the local food store for the food items. At approximately 9:30 a.m., Ms. Townsend took Scott Copland to the bathroom. Scott had been in a wheelchair. She took him out of his wheelchair and placed him on the toilet. She took a bedsheet that was hanging in the bathroom, wrapped it around Scott's waist, and tied it to the back of the toilet. In effect, Scott was tied to the toilet. She then took Scott's wheelchair, turned it around and pushed the back of the wheelchair up against his legs. She then left Scott Copland alone. At that time Scott had no injuries or bruises on or about his face. It was approximately 15 or 20 minutes later that Ms. Townsend left for the grocery store with technicians Jesse Balasingame and Frances Wiggins. They would be gone approximately two hours. While out, they also stopped at a flea market.

Three technicians remained at Quad 3 during this time period. They were Rita Jones, Homer Talley and Josephine Evans. After the three technicians left for the store, Ms. Jones took three of her residents into a back bedroom where she fell asleep for approximately one-half hour. She awakened when Ms. Evans called out that it was time for lunch. During this same time period, Homer Talley took approximately 10 to 12 residents outside. The residents were allowed to play kickball while Mr. Talley cleaned and started the grill. Josephine Evans was left to care for the remainder of the residents. At no time while the three technicians were gone did Ms. Jones, Mr. Talley or Ms. Evans ever see or check on the status of Scott Copland.

The three shopping technicians returned to the quad at approximately 12:00 noon. When Ms. Townsend got back to the quad, she went to the dining room and realized that Scott Copland was not there. She then walked to the bathroom to check to 'see if Scott was there. When she arrived, she found Scott sitting on the toilet with his head hanging over the back of the wheelchair. He still had the bedsheet tied around his waist and to the back of the toilet. She lifted his head up and noticed that his face was discolored. It was at this point that Ms. Townsend realized that Scott Copland was dead. She performed no mouth-to-mouth resuscitation or lifesaving techniques. She placed his head down and ran to the dining room to get help. Ms. Evans and Ms. Jones returned to the bathroom with Ms. Townsend. They removed Scott from the toilet and put him in his wheelchair, took him to his bedroom and put him in his bed. The paramedics arrived shortly thereafter and transported Scott to a local hospital where he was formally pronounced dead.

Further evidence was presented through the stipulation regarding a cover-up which was attempted by the employees of the Howe Developmental Center. The Court does not feel this evidence is relevant in evaluating the damages to be awarded to the Claimants.

Mary Ann Townsend was later indicted by a Cook County grand jury and pleaded guilty to one count of abuse and gross neglect of a long-term care facility resident and one count of official misconduct. She was placed on probation. All of these facts have been stipulated to.

The Department of Mental Health and Developmental Disabilities and Howe Developmental Center concede that their agents and employees left Scott

Copland in a totally unattended manner for an excessive period of time after tying him to a toilet with a bedsheet, that they failed to monitor Scott Copland in an appropriate manner and that their negligent acts resulted in the injuries which caused Scott Copland's death on April 28, 1985.

The sole issue remaining for the determination by this Court is the amount of compensation to be paid to the estate of Scott Copland for the survival action and to his remaining family members for their loss as a result of his death. Certain facts are extremely probative on that issue. In order to appreciate the significance, a brief chronology of the deceased's institutional history must be given.

Scott Copland was two years old when testing at the University of Illinois Research Clinic revealed that he had suffered some type of damage to his brain. Eventually, at the age of five, Scott was placed in the Little Angels Nursing Home in Elgin, Illinois. Before that, he lived with his family in Lombard. At the age of six, Scott had to be transferred from Little Angels because of an age limitation. At that point he was taken by his parents to Hynes School in Delavan, Wisconsin, where he remained for a little less than two years. Because of an absence of medical facilities at the Hynes School, it was recommended that he be transferred to another institution with appropriate medical care. He next stayed at the Powell School in Red Oak, Iowa, in 1967 after being home for the complete summer in 1967. The Powell School was approximately an eight-hour drive from the home of the Coplands in Lombard, Illinois. Eventually Scott left the Powell School and took up residence in the Madden Zone Center in Maywood, Illinois. The number of seizures that he was experiencing had increased and the Powell School could no longer

care for him competently. Scott remained at Madden for three months in **1971** until an opening at the Dixon State School allowed him to be transferred there. In **1981** the Dixon State School was turned into a prison by the State of Illinois, and Scott was sent to the Howe Developmental Center in Tinley Park, Illinois, where he resided until the time of his death in **1985**.

This history is both relevant and significant in evaluating the loss suffered by Scott's immediate family members as a result of his death. It might be inferred from these facts alone that the separation of Scott from mother, father and sister would have mitigated that loss. The evidence presented proves otherwise.

From the time that Scott was first committed to an institution at the tender age of five until the time of his death, the Copland family took every opportunity to visit with and show their support for Scott. Each of the Coplands testified to the regular trips the family would make to whatever institution Scott was in, often times driving at night and for great lengths of time in order to be with their boy. No matter where Scott was living, the evidence established that the Copland family would visit him, regardless of difficulties involved. Kathleen Copland's vivid memories of the activities on these trips is evidence which is very difficult to reject. In observing the testimony of the Coplands, it is fair to say that they impress a neutral observer as being very, very sincere and honest people. The devotion that they showed to this handicapped boy is very admirable. It also, unfortunately, appears to be unusual when compared with the living conditions under which most handicapped people survive or exist. The Coplands went so far as to purchase a piece of property near the Dixon State facility so that they might have a place for their mobile home, a place where they could take Scott away

from the institution. The State's own records establish that the family was very concerned about his well-being and that this manifested itself by frequent visits and calls. Scott's family contacts and relationships were considered by his therapists to be one of his major assets. Scott's family loved him very much and they have suffered a significant loss by his death. It is no less of a loss simply because he was handicapped and, under the facts of this case, it would be unfair for this Court to evaluate his life or their loss any differently than evaluating the death of a healthy child.

Lastly, the manner of death which Scott suffered has to be evaluated in determining the value of his survival action. The Claimant called Dr. Shaku Teas who is a board certified pathologist, educated at the University of Illinois hospital in Chicago and who works as a pathologist at the Cook County medical examiner's office. She has performed over 3,000 autopsies in her career. She performed the post-mortem examination on Scott Copland on April 29, 1985. She initially did not make a determination as to the cause of death after the autopsy, but testified that she wanted to do some additional investigation. She eventually opined that the cause of death was postural asphyxia combined with seizure disorder and mental retardation.

The doctor explained that the asphyxia, meaning lack of oxygen, was related to the positioning of Scott's body during the time he was tied to the toilet. Her internal examination of Scott's body revealed hemorrhage around the spinal cord in the cervical area and fresh hemorrhage in the muscle area of the neck. The doctor examined the wheelchair and the toilet and re-enacted the sequence of events which led to Scott's death with the cooperation of David Protrowski of the

facility and the Tinley Park police officers who investigated this incident.

Dr. Teas indicated that the injuries which she found and the mechanism which caused these injuries are the same as would be found in someone who has hung himself or who has been strangled. However, in this situation it is the doctor's opinion that the actual period it took to kill Scott Copland ranged somewhere between **5** to **45** minutes. When asked to be more specific, she indicated it was probably somewhere in between those two figures. In effect, the doctor testified that because Scott's functional mentality was that of a young child, he was unable to react properly to remove his head from the back of the wheelchair which had been backed up against him: The pressure on his neck and throat from the top of the wheelchair decreased the blood returning to the heart from the brain and also reduced the blood to the brain. Unfortunately, Scott's sensory system was not impaired in any way and, therefore, the pain that he suffered was not reduced by his handicap. In short, Scott Copland suffered an extremely painful death.

As a result of Scott's death, the Copland family paid a **\$494** hospital bill for the emergency room services and a total funeral bill of **\$4,307**.

Based on the facts of this case, the nature of the relationship between the deceased and his family members, and the type of death which Scott Copland suffered, the Court concludes that Claimants should

recover the maximum allowable amount of money from the State of Illinois. Accordingly, the estate of Scott Copland is awarded one hundred thousand dollars for his predeath pain and suffering and hospital and funeral expenses. Archibald Copland, the father of the deceased, Mary Ann Copland, the mother of the deceased, and Kathleen Copland Buzen, the sister of the deceased, are each awarded one hundred thousand dollars for the loss of Scott Copland.

(No. 86-CC-1899—Claimant awarded \$6,518.50.)

J&W ALLEN CONSTRUCTION Co. and ODUM CONCRETE PRODUCTS, INC., Claimants, v. JOHN KRÄMER, Secretary of the Department of Transportation, Respondent.

Opinion filed April 19, 1989.

ROBERT P. SCHULHOF, for Claimant.

NEIL F. HARTIGAN, Attorney General (DAVID D. CRANE, Special Assistant Attorney General, of counsel), for Respondent.

MECHANICS' LIENS—purpose of Mechanics' Liens Act. The Mechanics' Liens Act was intended to protect materialmen who furnish materials for construction and to allow such materialmen to collect for those materials from the owner of the property when the contractor, subcontractor or owner fails to pay the materialmen.

SAME—subcontractor's rights are limited by original contract. As a general rule, in an action to foreclose a mechanic's lien, a subcontractor's rights are based upon and are limited by the original contractor's agreement with respect to price, and a subcontractor may not recover from the owner a sum which would make the total cost to the owner greater than that specified in the original contract between the owner and the original contractor, but there is an exception to this rule in cases where the owner makes payments to the original contractor which are in violation of the rights of a subcontractor.

SAME—funds in State’s hand were lienable. Where a circuit court had entered a finding that there was a valid debt between the general contractor and a subcontractor, one of the Claimants, and that the subcontractor further owed a certain sum to the second Claimant, and the State offered no evidence disputing those findings or showing that the debt to the second Claimant was limited to the funds due the first Claimant from the general contractor, there was no basis for the State’s claim that the funds in the State’s hands at the time the Claimants filed their mechanics’ liens were not lienable.

BANKRUPTCY—protections afforded bankruptcy petitioner. Under section 362 of the Bankruptcy Act, a petitioner in bankruptcy is protected from all forms of judicial proceedings, including the mere issuance of process.

MECHANICS’ LIENS—Claimants not dilatory in joining general contractor which had filed bankruptcy petition. In an action to foreclose mechanics’ liens, the Claimants were not dilatory in joining the general contractor where the record showed that joinder occurred shortly after the lifting of the automatic stay invoked by the general contractor’s bankruptcy filing and within nine months after the foreclosure action was commenced, and therefore the Claimants were not deprived of their right to enforce their liens.

SAME—liens on public improvements governed by section 23 of Mechanics’ Liens Act. The courts of Illinois have held that only section 23 of the Mechanics’ Liens Act governs liens on public improvements, and that other sections of the Act have no application to public funds liens.

SAME—public funds liens—need not be filed in county where project was located. Section 23 of the Mechanics’ Liens Act governs liens on public improvements, and other sections of the Act have no application to public funds liens, and therefore there is no requirement that a claim dealing with public funds be filed in the county where the public project was located, since section 23 does not mention any requirement as to the forum in which the claim must be filed.

SAME—public funds liens—state’s contention Claimants filed in wrong county rejected. In an action arising from the filing of mechanics’ liens on a public improvement, the State’s contention that the Claimants improperly filed their complaint to foreclose their liens in a county other than the county where the project was located was rejected, since section 23 of the Mechanics’ Liens Act governs public funds liens, and that section contains no requirement as to where a complaint for an accounting must be filed.

SAME—State improperly paid retained funds to general contractor—upward granted subcontractors. Where two subcontractors on a public construction project obtained an order from a circuit court supporting their claims for a public funds lien under the Mechanics’ Liens Act, but the State subsequently paid over the retained funds applicable to the project to the general contractor or its successor in violation of section 23 of the Mechanics’ Liens Act, the subcontractors were damaged and were granted an award by the Court of Claims.

RAUCCI, J.

This case has been brought by J&W Allen Construction Company, Inc., and Odum Concrete Products, Inc., jointly as Claimants (hereinafter referred to as Allen and Odum respectively) against Respondent for a “violation” of section 23 of the Mechanics’ Liens Act (Ill. Rev. Stat., ch. 82, par. 23) pertaining to liens against public funds and proceedings for accounting. The *ad damnum* of the complaint of Claimants seeks the sum of **\$6,518.50** plus costs of suit.

Claimants’ complaint alleges that on December 27, **1983**, Claimant Odum commenced an action in the circuit court of Williamson County, Illinois, under section 23 of the Mechanics’ Liens Act. (Ill. Rev. Stat., ch. 82, par. 23.) The defendants in that case were Claimant Allen and Western Casualty and Surety Company who carried the bond for the general contractor, Three Star Construction Company, under its contract with the State of Illinois, Department of Transportation, No. **33121**. The general contractor, Three Star Construction Company, had taken bankruptcy and was initially not joined as a defendant. Claimant Allen joined issue with Claimant Odum in the circuit court of Williamson County by answer and counterclaim praying for the enforcement of their lien against public funds.

Both Claimants Odum and Allen provided statements of claim for lien to Robert Graham, chief of the Bureau of Claims of the Illinois Department of Transportation. On December 6, Graham acknowledged in writing the receipt of Claimant Allen’s statement of claim for lien on November **28, 1983**, and in the same letter acknowledged the suit of Claimant Odum that had been filed in Williamson County and that prior to the filing of that suit, Claimant Odum had

filed a claim for lien with the Department of Transportation and recited as follows:

“It is my understanding that essentially the lien of J & W Allen and the lien of Odum Concrete are the same. In other words, if J & W Allen would receive payment, the funds would be turned over to Odum.”

Approximately two weeks later, Graham acknowledged receipt of the answer and counterclaim of Claimant Allen filed in the Williamson County proceedings asserting a lien against public funds under section 23 of the Act. Copies of both letters of Graham were provided to Bernard Reinert, the attorney for Western Casualty and Surety Company.

Western Casualty and Surety Company participated in the Williamson County court action and filed motions, answers and affirmative defenses which raised various issues.

On June 10, 1985, an initial judgment order was entered by the Williamson County Circuit Court finding that Claimant Allen owed Claimant Odum the sum of \$6,518.50 for materials supplied to Allen for work performed by Allen under its contract with the general contractor, Three Star Construction Company on Illinois State Contract 33121. In the findings portion of that order the following appears:

“4. That Odum Concrete Products Company, Inc., moves to dismiss its claim against Western Casualty and Surety Company and said Motion is hereby granted, and Odum Concrete Products action against Defendant, Western Casualty and Surety Company, is hereby dismissed with prejudice.”

The Williamson County Circuit Court thereupon granted judgment in favor of Claimant Odum against Claimant Allen “on accounting had” in the amount of \$6,518.50.

Thereafter, Claimants filed an action in Federal court to obtain and lift the bankruptcy automatic stay

against Three Star Construction Company which had been in bankruptcy under Chapter 7 of the United States Bankruptcy Code. The automatic stay was lifted by the Federal bankruptcy court and the Williamson County action was amended to make Three Star Construction Company a party defendant.

After Claimants amended their pleadings in Williamson County Circuit Court to add Three Star Construction Company as a party defendant, after having obtained a lifting of the automatic stay in bankruptcy, notice was given to Western Casualty and Surety Company who, on July 3, 1985, filed "objections" to the motions of Claimants' for leave to file their amended complaints in Williamson County.

Thereafter, a second judgment order was entered by the Williamson County Circuit Court on August 20, 1985 (see Plaintiffs' Exhibit 9), approximately 70 days after its initial judgment order on June 10, 1985, in which the Williamson County Circuit Court found as follows:

"1. This Court takes notice that a Judgment Order against J & W Allen Construction Company and in favor of Odum Concrete Products, Inc., was entered in this cause on June 10, 1985, the Court hereby adopts the findings in said Judgment Order by reference.

2. That in compliance with Illinois Revised Statutes, Ch. 82, Sec. 23, Odum Concrete Products Inc., on October 23, 1983, served upon Three Star Construction Company and John Kramer, Secretary of Illinois Department of Transportation a sworn statement of claim for lien setting forth with particularity the basis for the amount owed Odum Concrete Products, Inc., \$6,518.50. That said statement of claim for a lien was acknowledged as received on November 18, 1983, by the State of Illinois.

3. That in compliance with Illinois Revised Statutes, Ch. 82, Sec. 23, J & W Allen Construction Company, on November 28, 1983, served upon Three Star Construction Company and John Kramer, Secretary of Illinois Department of Transportation a sworn statement of claim for lien setting forth with particularity the basis for the amount owed Odum Concrete Products, Inc., \$5,898.00. The said statement of claim for a lien was acknowledged as received on December 6, 1983, by the State of Illinois.

4. That at the time the statements of claims for liens were served by Odum Concrete Products, Inc., and J & W Allen Construction Company,

respectively, the State of Illinois acknowledged having in its possession funds in excess of the claimed amounts due and payable to Three Star Construction Company against which no vouchers or other evidence of indebtedness had been issued.

5. That within ninety (90) days of the service of said notice for claim of lien, Odum Concrete Products, Inc., instituted an action in the Circuit Court for the First Judicial Circuit of Williamson County, Illinois, Case No. **83-LM-97**, in compliance with Chapter **82**, Section 23.
6. That Odum Concrete Products, Inc., and J & W Allen Construction Company provided goods, materials and services which were incorporated into a public improvement pursuant to state contract **33121** with the Illinois Department of Transportation in Franklin County, Illinois.
7. That **\$5,898.00** is due and owing and currently outstanding by Three Star Construction Company and the State of Illinois to J & W Allen Construction Company.
8. That **\$6,158.50 [sic]** is currently due and owing by J & W Allen Construction Company, Three Star Construction Company and the State of Illinois, for materials provided by Odum Concrete Products, Inc., which were incorporated into public improvement pursuant to contract number 33121 with the Illinois Department of Transportation in Franklin County, Illinois.
9. That there has been filed with the Court in this cause an Order executed by the Trustee in Bankruptcy for Three Star Construction Company lifting the stay of bankruptcy for purposes of this accounting.
10. That all claims against defendant, Western Casualty and Surety Company, a corporation, were dismissed with prejudice by Order of this Court on June **21, 1985**.
11. That pursuant to accounting had and obtained, J & W Allen Construction Company is adjudged to have a lien in the amount of **\$5,898.00** on all monies, account bonds and warrants due or about to have become due to Three Star Construction company which were in the possession of the State of Illinois on December **6, 1983**, the date of State's acknowledgment of claim for lien filed by J & W Allen Construction Company.
12. Pursuant to this accounting had and obtained, Odum Concrete Products, Inc., is adjudged to have a lien on all monies, bonds and warrants due or about to become due to Three Star Construction Company which were in the possession of the State of Illinois on November **18, 1983**, the date the State of Illinois acknowledged claim for lien served by Odum Concrete Products, Inc.
13. That pursuant to the Judgment Order filed in this cause on June **10, 1985**, it has been determined that J & W Allen Construction Company owes the sum of **\$6,518.50** to Odum Concrete Products, Inc., therefore, the lien of J & W Allen Construction Company in the amount of **\$5,898.00** is subsumed by the lien of Odum Concrete Products, Inc., in the amount of **\$6,158.50 (sic)**"

The Williamson County court ordered as follows:

“WHEREFORE, it is the Judgment, Order and Decree of this Court that pursuant to accounting had that Odum Concrete Products, Inc., is adjudged to have a lien of \$6,518.50 on funds held, or previously held, by the State of Illinois, payable to Three Star Construction Company.”

It is not disputed by Respondent that at the time Claimants filed their statements of claim for lien and complaints in the Williamson County Circuit Court that the State had on hand sufficient remaining unvouchered funds to pay this claim. Robert Graham of the Illinois Department of Transportation testified as follows:

1. There was a contract number 33121 for public improvements between the State of Illinois and Three Star Construction Company.

2. He received a claim for lien on public funds from Odum Concrete on **10-31-83**.

3. On the same date, Graham received Claimant Odum's suit for accounting filed in Williamson County.

4. Graham received a statement of claim for lien from Claimant Allen on November **28,1983**.

5. Graham received a cross-complaint by Claimant Allen in the accounting suit on December **2,1983**.

6. Graham acknowledged in writing the Department's receipt of the respective liens and acknowledged in writing that the complaints had been filed in accordance with the statute.

7. There were unvouchered funds remaining sufficient to pay the claim of Claimants.

8. Graham knew that the general contractor, Three Star Construction Company; was out of business, not transacting any business and had taken bankruptcy although Graham did not know the status of the bankruptcy.

9. Graham advised attorneys for both Claimants that he was withholding funds for the claim of Claimants.

10. On April 3, **1985**, the Department of Transportation paid the unvouchered funds in the sum of **\$11,993.22** to Western Casualty Insurance and Surety Company in care of their attorney, Bernard A. Reinert in St. Louis, Missouri (also see Plaintiffs' Exhibit 8).

11. A letter from Robert Graham to Bernard A. Reinert dated August **9, 1983**, introduced into evidence as Plaintiffs' Exhibit 6 contained the following assertions by Graham, to wit:

"Dear Mr. Reinert:

Your letter of July 29, 1983, is a disappointment to me. Your statement that your client (Western Casualty and Surety Company) is no longer willing to pay the Allen Firm (Claimant J & W Allen) any monies be it out of project funds or its own funds is a direct contradiction of your agreement with me and a prior agreement made by Stanley Wilson (owner of Three Star Construction Company)."

12. At the time Graham attended a hearing on the proceedings in the Williamson County Circuit Court in April, he had checked the status of the "account" with the Department of Transportation and found that the funds had been vouchered out to Bernard Reinert and Western Casualty and Surety Company "a month earlier." As far as Graham knew, there had been no decision made to voucher the money and "it was just one of those things that slipped through." On December 2, 1985, the Department of Transportation wrote Claimant Odum and stated that the Department was denying Odum's right to recover the funds with no specific reason being given in the letter. Graham said this was on the advice of counsel David Crane who responded to Claimant on behalf of the Department. On December 2, **1985**, Crane (Bernard Reinert's partner) was acting as

special assistant Attorney General for the Department of Transportation.

THE POSITION OF RESPONDENT

The Respondent takes the position that Claimants do not have a lien against public funds for the following reasons:

1. Respondent paid out lienable funds before receiving Claimants' notice.

2. The retainage paid out by Respondent was nonlienable.

3. Claimants failed to join the general contractor, Three Star Construction Company, at the outset of the proceedings in Williamson County and failed to exercise diligence in petitioning the Federal bankruptcy court to lift the automatic stay against Three Star Construction, and,

4. The suit commenced by Claimants in Williamson County was an improper venue because the road project was located in Franklin County.

Respondent cites *Gunther v. O'Brien Bros. Construction Co.* (1938), 369 Ill. 362, 16 N.E.2d 890, as support for the proposition that when Claimants filed their claims for lien and suits for an accounting, there were no funds in the hands of Respondent to which the liens could attach. The case cited by Respondent arose out of a situation where subcontractors had provided materials, machinery, *etc.* to the O'Brien Bros. Construction Company while that company was constructing sewers under a contract with the Galesburg Sanitary District. The contention of the sanitary district on appeal from adverse decisions in the trial and appellate courts was that after the general contractor defaulted, the sanitary district had the right to use the remaining

money or portions of it retained out of monthly estimates to complete work on the defaulted project before honoring the liens of subcontractors under section 23 of the Mechanics' Liens Act (Ill. Rev. Stat., ch. 82, par. 23.) The sanitary district contended that when the general contractor defaulted, the district had the right to use all or any part of the money remaining to complete the work. The lien Claimants contended that the funds so retained should be applied toward discharging their liens before the money could be used to complete the project. The supreme court held in effect that if they adopted the position taken by the Claimants, the sanitary district would be compelled to spend more than the original contract price without any fault on the part of the district. The evidence at trial had shown that the sanitary district had failed to obtain a surety bond, conditioned for payment of claims for labor and materials furnished to the contractor on the project. The supreme court pointed out that a municipality is not liable because of such an omission. The court pointed out that the sureties on the bond that was given were not parties to the suit and the question of liability on the bond was not before the court (369 Ill. 362, 16 N.E.2d 890,894). The supreme court went on to point out that mechanics' liens are statutory, and all that may be considered in determining whether they exist or not, is what the statute creating them contains. The court concluded:

“There is no provision in the Mechanics Lien Act to the effect that anyone furnishing labor, materials, etc., shall have a lien in the event a municipality fails to obtain a bond conditioned as required by the local improvement Act.”

In *Gunther v. O'Brien, supra*, the evidence showed that after the contractor's default, the district had expended \$14,424.44 for attorneys and engineering fees, watchman's services, keeping sewers and ditches open,

building temporary bridges and in protecting the public against hazards occasioned by the unfinished sewer construction, etc. The work was completed under a new contract which was let at a cost of an additional \$144,900. The district, after payment of the three amounts listed, retained \$38,612.21 in the treasury of the sanitary district out of the original contract price of \$692,230.62. The district admitted that Claimants had a lien on \$38,612.21 but objected to the allowance of any further sums. The supreme court held in favor of the district because to allow subcontractors' liens in excess of the amount remaining (\$38,612.21), the sanitary district would have been compelled to spend more than the original contract price out of public funds without any fault on its part.

In *Brudy Brick & Supply v. Lotito* (1976), 43 Ill. App. 3d 69, 356 N.E.2d 1126, the Second District Appellate Court cited *Gunther u. O'Brien*, supra, for the proposition that the Mechanics' Liens Act was enacted to protect materialmen who, in good faith, furnish materials for the construction of a building and to allow the materialman to collect his bill from the owner via a mechanics' lien foreclosure suit, when the contractor, subcontractor, and/or owner fail to pay the materialman. Also, as a general rule, the subcontractor's rights are based upon and limited by the original contractor's contract with respect to price. A subcontractor whose claims are unpaid may not recover from the original owner a sum which will make the total cost to the owner greater than that specified in the original contract between the owner and the original contractor. (*Gunther v. O'Brien Bros. Construction Co.*, 369 Ill. 362, 368.) In the *Brudy* case, the appellate court affirmed a judgment in favor of *Brady* on its mechanic's lien claim against the contention by the defendants that if the judgment in

favor of Brady were allowed to stand, the defendants would have paid \$26,750 to construct a building which should have only cost \$21,000. The court pointed out that ordinarily the owner cannot be compelled to pay more than the original contract price, but there is an exception where the owner makes payments to the original contractor which are in violation of the rights of a subcontractor. Then, as to such person, such payments are wrongfully made and the owner is not entitled, in his controversy with the subcontractor, to any credit for payments wrongfully made. Under such circumstances, the owner may be compelled to make payment to a subcontractor even though he has made payment in full to the original contractor.

In *Tison & Hall Concrete Products v. Asher* (1967), 86 Ill. App. 2d 34,229 N.E.2d 137, in a suit to enforce a lien on public funds, the Fifth District Appellate Court cited the holding of *Gunther v. O'Brien Bros., supra*, for the proposition that the claims of persons furnishing materials to a subcontractor are limited in the assertion of liens to the amount due their immediate contractors at the time notice of their liens is given. In *Tison & Hall Concrete Products*, a suit was initiated by a subcontractor's supplier against the general contractor and the subcontractor to enforce the lien on public funds due the general contractor. The general contractor had a contract with the Department of Public Works to construct a prison in Johnson County. A subcontractor, Asher, entered into a subcontract for masonry work. The subcontractor entered into an agreement with the plaintiff under which the plaintiff furnished part of the material needed for the masonry work on the prison. Of total billings of plaintiff in the amount of \$29,712.77, only \$11,167.15 were paid leaving a balance due plaintiff

of \$18,545.62. In the contract between the masonry subcontractor and the general contractor, it had been provided that the general contractor should not be required to pay the subcontractor any sums greater than **\$242,000**. The general contractor argued that any claim of the plaintiff to a lien for the full amount should have been limited to the amount of the indebtedness of the general contractor to the subcontractor. Incidental to this argument the general contractor argued that the trial court had erred in refusing to hear evidence concerning the status of the account between the subcontractor and the contractor with respect to the **\$242,000** limitation, and what monies had been paid by the general contractor to the subcontractor. Payments made to the plaintiff were made directly by the general contractor and under the contract between the general contractor and the subcontractor were to be deducted from the subcontractor's amount. Further, the contract provided that the general contractor's responsibility to the subcontractor should not exceed **\$242,000** and was "firm." The court held as follows:

"This arrangement implies that Asher (general contractor) would only be required to pay the bills of a supplier if the total amount incurred on behalf of the sub-contractor was less than the contract price."

The appellate court concluded that it was an error for the trial court to refuse to allow testimony concerning the Asher-Barfield account. The court held that such evidence was clearly relevant in determining the extent of any lien on public funds claimed by a supplier of the subcontractor, Barfield. The Court cited *Koenig v. McCarthy Construction Co.*, 344 Ill. App. 93, 101, for the proposition that "the determination of the existence and extent of a lien depends not only upon the precise wording of the particular lien act * * *, but also upon the specific terms of a Contract before the Court." The case was remanded for evidence to be heard on the

status of the account between the general contractor and the subcontractor. Also see *Housing Authority of County of Franklin v. Holtzman* (1970), 120 Ill. App. 2d 226,256 N.E.2d 873,877.

In the case at bar, the Williamson County Circuit Court found as follows:

“7. That \$5,898.00 is due and owing and currently outstanding by Three Star Construction Company and the State of Illinois to J & W Allen Construction Company.

8. That \$6,158.50 [sic] is currently due and owing by J & W Allen Construction Company, Three Star Construction Company and the State of Illinois, for materials provided by Odum Concrete Products, Inc., which were incorporated into public improvement pursuant to contract number 33121 with the Illinois Department of Transportation in Franklin County, Illinois.” (See Plaintiffs’ Exhibit 9).

Respondent offered no evidence with respect to the status of the account between Respondent and the general contractor, Three Star Construction Company; nor was any evidence offered with respect to the status of the account between Three Star Construction Company and J & W Allen. Robert Graham, a representative of the State of Illinois, Department of Transportation, testified that at the time Respondent received the lien of Claimant Odum on public funds there was \$11,000 remaining on the contract that was not vouchered and that the liens of Claimants J & W Allen and Odum were less than the unvouchered funds on hand. Further, Graham testified that he believed, as Respondent’s agent, that the unvouchered funds belonged to the general contractor, Three Star Construction, or its successor in interest, Western Casualty.

Accordingly, Respondent’s reliance on *Gunther v. O’Brien, supra*, and its progeny is misplaced. Respondent’s argument that “there were no excess funds after the project was completed” and that there were no funds to which a lien could attach when Claimants gave their

section 23 lien notices, must fail. The circuit court of Williamson County found that 'a valid debt existed between the general contractor, Three Star Construction Company and its subcontractor, J & W Allen; the Williamson County Circuit Court further found that there was a valid debt from J & W Allen Construction to Odum Concrete. Respondent offered no evidence which tended to impugn or dispute the findings of the Williamson County Circuit Court with respect to these matters. Although the burden of proof remains herein upon the Claimants, the evidence adduced through the testimony of Respondent's agent as well as the findings of the Williamson County Circuit Court would at least shift the burden of proceeding to Respondent to show that the claim of Odum through the subcontractor Allen, was limited to the funds, due Allen from Three Star in order to bring into play the ruling of *Gunther v. O'Brien*. This Respondent failed to do; accordingly, Respondent's argument that the funds in the hands of Respondent at the time of the filing of Claimants' liens were not lienable must be rejected.

Second, Respondent argues that Claimants' claims must fail for the reason that the general contractor, Three Star Construction Company, who had taken bankruptcy under Chapter 7, should have been joined at the outset of the Williamson County court litigation and was a necessary party and that Claimants failed to exercise diligence in petitioning the Federal bankruptcy court to lift the automatic stay and to commence proceedings against the general contractor, Three Star Construction. Thus, Respondent argues that, having failed to join the necessary party (the general contractor, Three Star Construction Company) within 90 days of the filing of their liens, it obviates any claim that the Claimants may have to a lien. Respondent cites no case

which is directly in point. Claimant cites *Garbe Iron Works Znc. v. Priester* (1982), 110 Ill. App. 3d 948, 443 N.E.2d 204, for the proposition that the time for filing a suit for accounting against the general contractor, Three Star Construction, was tolled. In the *Garbe Zron Works* case, the subcontractor furnished labor and materials under an agreement with the contractor, completing performance on February 2, 1979. On May 2, 1979, plaintiff subcontractor filed a claim for mechanic's lien. Approximately 15 months later, the general contractor filed a petition in bankruptcy under Chapter 11 which automatically stayed proceedings in State courts under the provisions of 11 U.S.C. section 362(a). Approximately 4½ months later, on December 23, 1980, the bankruptcy court entered an order modifying the automatic stay to permit plaintiff, the subcontractor, to file and pursue its suit to attempt foreclosure of a mechanic's lien. Approximately three months later, on March 16, 1981, plaintiff filed a suit to foreclose mechanic's lien. Defendants asserted that since the two-year period for filing suit after completion of performance expired February 2, 1981, plaintiff's suit should be barred as having been filed on March 16, 1981. The First District Appellate Court held that the plaintiff's complaint should not be dismissed for the reason that during the two-year limitation period, the automatic stay had been in effect from August 11, 1980, through December 23, 1980 (133 days) and that during such period the two-year limitation had been tolled. The court pointed out that under section 362(a)(1) of the Bankruptcy Act it "is unequivocally clear that the Petitioner in Bankruptcy is to be protected from all forms of judicial proceedings including the mere 'issuance or employment of process * * *.'" The court concluded:

“We believe Plaintiff had no alternative but to delay filing of suit until the automatic stay was terminated. In our opinion the comparison of a pure statute of limitations to restriction of the time to bring an action by a condition of the right sought to be enforced leads to creation of a distinction without a difference; particularly in the context of the case at bar where we are dealing with a stay of enforcement resulting from the imposition of a binding federal statute.”

Accordingly, the appellate court reversed the action of the trial court in dismissing the plaintiff’s case to attempt foreclosure of its mechanic’s lien.

It is not contested in the case at bar, that at the time the liens of Claimants were filed with Respondent, that Three Star Construction Company was in bankruptcy. Further, Respondent does not argue that Claimants sought and obtained relief from the automatic stay, but only that Claimants were “dilatory” in not joining Three Star at the commencement of the action. Professor Cowan, in his *Bankruptcy Law and Practice* (1986 ed.), vol. 2, sec. 11.7, discusses the automatic stay under section 362. In this 18-page treatment, it is pointed out that relief from an automatic stay may involve many complex and difficult issues particularly where competing liens and the interest of the trustee are at odds. It does not seem that the joinder of Three Star Construction Company shortly after a lifting of the automatic stay and within nine months of the commencement of the suit was such “dilatory” conduct as to deprive Claimants of their right to enforce their lien.

Finally, Respondent argues that Claimants failed to file their suit in an appropriate forum since the public improvement into which the goods, materials and services of Claimants were included was located in Franklin County, Illinois, and the Claimants’ suit was commenced in Williamson County, Illinois. Thus, Respondent argues, the Williamson County court lacked “subject matter jurisdiction” to establish a lien against

public funds. Respondent cites no case directly in point. However, Respondent cites *Village of Crainville v. Argonaut Insurance Co.* (E.D.Ill. 1976), 469 F. Supp. 11, which involved a case filed under the Illinois statutes which require that public construction contracts be bonded (Ill. Rev. Stat., ch. 29, pars. 15, 16).

In that case, the subcontractor filed suit in St. Clair County for recovery under the Illinois Bond on Public Works Act, instead of Williamson County where the project was located. The court held that such an action can only be brought in the circuit court where the contract was to be performed. In its opinion, the court pointed out that the legislative intent in passing the Act was to restrict litigation to the circuit court in the county where the work was performed. From this, Respondent argues, that the “policy considerations” for administering competing claims to a single fund in cases on public works bonds applies with equal force to cases under the provisions of the Illinois Mechanics’ Liens Act for establishing a lien on public funds. Respondent fails to point out that the statutory provisions pertaining to recovery on construction bond for public works provides *specifically* as follows:

“Such action shall be brought only in the circuit court of this State in the judicial circuit in which the contract is to be performed.” (Ill. Rev. Stat. 1987, ch. 29, par. 16.)

Section 23 of the Mechanics’ Liens Act contains no such provision. Section 23(c) applies to this case. This section provides only that the lien claimant’s complaint “for an accounting” be filed within 90 days after giving notice of lien. No mention is made of the required forum. Respondent asserts that section 9 of the Mechanics’ Liens Act under the heading “Suit to Enforce Lien—Joint Suit—Counterclaim—Dismissal—Continuance—Limitation” applies with respect to the “complaint for an

accounting” which is applicable procedure under section 23. Section 9 provides a means to “the contractor having a lien by virtue of this Act” with the mechanism for enforcement. It provides in part, as follows:

“If payment shall not be made to the contractor having a lien by virtue of this Act of any amount when the same becomes due, then such contractor may bring suit to enforce his lien in the circuit court in the county where the improvement is located * * *” (Ill. Rev. Stat., ch. 82, par. 9.)

Thus, Respondent argues as follows: “The Act does not merely allow venue in the county where the project is located: it confers *exclusive* subject matter jurisdiction on the circuit court of the County where the project is located.” (see Respondent’s brief, p. 12). Respondent asserts that there is no reported decision where an action has been commenced under section 23(c) in a county different than that in which the improvement exists; similarly, it should be observed that there is no reported decision holding that the claim of a lien claimant to public funds under section 23(c) should be defeated because his complaint for an accounting is initiated in a county different than that where the project is located. It appears that a major issue in this case exists with respect to whether or not the provisions of section 9, setting forth the mechanism for enforcement of an existing mechanic’s lien on private property, is applicable to the complaint for accounting which is required by the section governing liens against public funds.

Illinois courts have held that only section 23 “governs liens on public improvements” and the “other sections of that Act have no application to public lien funds.” *Anderson “Safeway” GR Corp. v. Champaign Asphalt Co.* (1971), 131 Ill. App. 2d 924, 929, 266 N.E.2d 414, 418; see also *Alexander Lumber Co. v. Coberg* (1934), 356 Ill. 49, 190 N.E. 99.

In the *Anderson “Safeway”* case, *supra*, a material

supplier, having provided material to a subcontractor of the general contractor on a highway project, filed a complaint for accounting under section 23 of the Mechanics' Liens Act. The general contractor filed a motion for summary judgment on the ground that it had paid its subcontractor in full, to whom the lien claimant had supplied materials. The motion for summary judgment contended that the lien of a material supplier to a subcontractor under section 23 against public money due or to become due a general contractor is limited to the amount owed by the general contractor to the subcontractor at the time the notice of lien was filed. The motion for summary judgment was granted by the trial court. The lien claimant's complaint for an accounting did not allege that at the time the materials suppliers' notice of lien was served on the State that there was any money owed by the general contractor to the subcontractor for whom the materials were supplied.

One of the arguments made by the lien claimant on appeal was that sections 4, 21, 22, and 27 of the Mechanics' Liens Act required the general contractor to obtain evidence from his subcontractor that the subcontractor had paid its material suppliers prior to the payment from the general contractor to the subcontractor; or that in lieu thereof, the general contractor should have obtained a statement under oath regarding identity of the materials suppliers and the amounts due each. The lien claimant argued on appeal that a failure of the general contractor to follow these steps, under the quoted sections of the Mechanics' Liens Act, constituted a wrongful payment by it to its subcontractor for which it would not have been entitled to credit. In responding to this argument, the Fourth District Appellate Court replied as follows:

“These contentions are to be wholly rejected, as the language of Section 23 of the Mechanics Lien Act (Ill.Rev.St. 1969, Ch.82, Sec.23) is clear that only that Section of the Act governs liens on public improvements. The other sections of that Act have no application to public fund liens. *Alexander Lumber Co. us. Coberg*, 356 Ill. 49, 190 N.E. 99 (1934).”

The only occasion that the Illinois Supreme Court has had to consider this matter is represented by the case of *Alexander Lumber Co. v. Coberg, supra*. In that case the supreme court was called upon to construe section 23 of the Mechanics’ Liens Act in connection with the claim of a materialman furnishing material to a subcontractor. The case was decided before section 23 was amended to permit such claims. The court observed as follows:

“Section 23 only has to do with the establishment of liens upon specific funds of municipalities. The other sections of the Mechanics Lien Act do not deal with municipalities and liens upon their funds, consequently there is an absence of relationship between Section 23 and the rest of the Act (*Alexander Lumber Co. us. Farmer City*, 272, Ill. 264).

Invoking the cited rules of construction, this Court has held that Section 23 affects the contractor who owes money to the person furnishing materials, and that the lien given by Section 23 is solely against the funds due from the municipality to the contractor (*Standard Oil Co. us. Vanderboom*, 326 Ill. 418; *McMillan vs. Casey Company*, 311 id. 584; *Alexander Lumber Co. us. Farmer City*, supra). Other sections of the Act having to do with remedies for the enforcement of liens do not apply to a lien created by Section 23. *National Bank vs. Peterson*, 200 Ill. 215.”

The court went on to hold that the Act in effect at the time that decision was rendered did not extend to materialmen who furnished materials to a subcontractor and recited that the language used by the legislature was such that it applied only to contractors and persons furnishing material, apparatus, fixtures, machinery or labor to any contractor having a contract for public improvement.

Respondent would have us read into section 23 the requirement that the complaint for accounting be filed only in the county where the public project is located. As stated by the Illinois Supreme Court in *Alexander’ Lumber Co. v. Coberg, supra*, “the language used by the

legislature is plain, specific and not all-inclusive. Under the authorities cited, and the well-known rule that the expression of one thing is the exclusion of all others, this Court has no right to read into this Section words not found therein.” (356 Ill. 49, 55).

Scholarly commentators on the Illinois Public Mechanics’ Lien statute have commented about the care required in distinguishing between a lien on public funds and the other provisions of the Mechanics’ Liens Act. In an article by G.A. Finch entitled “A Primer on Illinois Public Mechanics Liens,” *Illinois Bar Journal*, vol. 75, no. 9,500, the author stated:

“The claimant must remember not to confuse the provisions for mechanics lien claims on private improvements with those for public improvements. The failure to note and remember these differences will increase the likelihood of failure to recover under the statute.”

With respect to the question of what provisions of the statute are applicable to the section 23 public funds lien, the author states as follows:

“The liberal construction provision of Section 39 (of the Act) applies to provisions relating to private mechanics liens but probably does not extend to Section 23. Illinois Courts have held that only Section 23 ‘governs liens on public improvements (and the) other sections of that Act have no application to public lien funds.’

Nevertheless, two early Illinois Decisions held that the Public Lien Act is a remedial statute meant to provide a remedy for sub-contractors and materialmen who, in good faith, perform labor or furnish materials and that the statute should be liberally construed. The 1980 Decision in *Davenroy Plumbing and Heating vs. Earnest Inc.* 87 Ill. App.3rd 1047, 409 N.E.2d 372 (1980), suggests that substantial compliance might be sufficient, although the Court held that the Plaintiff had not substantially complied.

Some Courts appear to have followed a strict construction approach in requiring adherence to the procedural requirements of Section 23 in order to perfect a lien. In *Wagoner Equipment Rental and Excavating Co. vs. Johnson*, 33 Ill.App.3rd. 358, 363 (rehearing denied), 342 N.E.2d 266, 270 (1975), the Court held that ‘in view of the failure of Plaintiff to follow procedure in Section 23 no duty devolves upon the officials charged. . .’

Thus the law on whether the procedural requirement must only be substantially complied with or strictly followed is unsettled. ‘The lien claimant would do well to exercise caution and strictly comply with the provisions of the Statute.’”

A strict and literal compliance with the stated provisions of section 23 dealing with public funds liens does not permit the inference that any requirement exists that the complaint for accounting must be filed in the county wherein the public project is located. To read such a requirement into section 23 when the plain, strict, literal interpretation of the provisions of section 23 does not so provide, would do substantial violence to the rules of construction applicable to the Mechanics' Liens Act.

Therefore, the position of Respondent that Claimants' claim must fail due to the fact that they filed their complaint for an accounting in Williamson County instead of Franklin County, where the public project was located, must be rejected.

CONCLUSION

The funds remaining unvouchered in the hands of the Illinois Department of Transportation at the time Claimants' claims for lien and complaints for accounting were filed were lienable funds; Respondent made no attempt to show that the subcontractor to whom Claimants provided materials and supplies had been fully paid. Indeed, the evidence supports the conclusion that J & W Allen had not been paid; and further, that the unvouchered sums in the hands of the Department of Transportation were sufficient to cover Claimants' liens.

Claimants were not bound to join the general contractor, Three Star Construction, when their complaints for accounting were filed in the Williamson County Circuit Court for the reason that Federal law mandated the stay of all proceedings against Three Star Construction, which included any proceedings upon which process would be required to issue. Upon the lifting of the automatic stay, Claimants joined Three Star

Construction in the complaint for an accounting with due diligence.

There is no requirement that Claimants file their complaint for an accounting under section 23 in the county where the public project was located.

Accordingly, the Williamson County Circuit Court had jurisdiction of the parties and the subject matter at the time of the entry of the Williamson County order of August 20, **1985**.

Accordingly, Respondent should not have paid over the funds retained to Three Star Construction or its successor in interest when it did so on April 3, **1985**. It was the duty of Respondent under section 23(c) of the Mechanics' Liens Act (Ill. Rev. Stat., ch. **82**, par. 23(c)) "to withhold payment of a sum sufficient to pay the amount of such claim" until the final adjudication of the suit of Claimants. The failure on the part of Respondent to perform the obligations of Respondent under the statute damaged the plaintiffs in the sum of **\$6,518.50**.

It is therefore ordered, adjudged and decreed that the Claimants be awarded the sum of **\$6,518.50** in full settlement of this claim.

(No. 86-CC-2271—Claimant awarded \$250.00.)

SAMUEL STEWART, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Opinion *filed* April 12, 1989..

SAMUEL STEWART, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—State's duty to inmates. The State of Illinois has a duty to provide the inmates of penal institutions with safe conditions in which to perform the work assigned to them.

SAME—inmate burned removing jammed trays from oven—supervisor negligent—award granted. An inmate of a correctional facility was granted an award for the burns he sustained while following a supervisor's orders to remove jammed trays from an oven, since the supervisor should have known that the oven presented a dangerous condition, and the inmate was free from contributory negligence in that he was following orders.

BURKE, J.

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner and this Court being fully advised in the premises,

Finds that on January 10, 1986, Claimant was an inmate at Pontiac Correctional Center. Claimant was assistant cook. He was burned on his arms by hot grease while he was attempting to loosen trays of meat which had become stuck in the oven.

On the above date, while cooking for the noon meal, Claimant placed some trays of chicken into the oven. The procedure was to place the meat to be cooked on trays, and the trays were then placed into the oven on shelves that rotated while the meat was being cooked. While Claimant was washing more chicken in preparation for cooking, another inmate placed some trays of hamburger into the oven. One of the trays was not properly placed, so that, while the shelf rotated, the tray caught on the oven door and caused the other trays and pans to jam up and stop the rotation, which is designed to operate in a vertical direction similar to a ferris wheel. Claimant was ordered by the kitchen supervisor to open the oven door and fix the problem. When Claimant opened the door, several trays of chicken fell onto the floor. Some trays remained jammed in the shelves above the door. Claimant's supervisor directed him to clean up the floor and remove the jammed trays. Claimant

cleaned the floor first. He then reached into the oven to try to release the jammed trays. He was dressed in a white tee-shirt and white pants. He was furnished with hot pads and heavy mittens to protect his hands, but he had no apron or other protective wear. He shook the trays to loosen them, and the entire shelf came loose. The grease which had gathered into the bottom of the trays spilled out onto Claimant's arms. Claimant was treated in the prison infirmary for his burns. He was not hospitalized. His wounds were treated with mild salve. He sustained two small round scars on his right arm and testified to discomfort that lasted two days.

The State owes a duty to the inmates of its penal institutions to provide them with safe conditions in which to perform the work assigned to them. (*Hughes v. State* (1984), 37 Ill. Ct. Cl. 251.) The supervisory personnel of the kitchen should have known that the oven presented a dangerous condition to Claimant, and because of the supervisor's order to remove the jammed trays in spite of the potential danger, Claimant was free from contributory negligence. *Reddock v. State* (1978), 32 Ill. Ct. Cl. 611.

It is therefore ordered that an award of \$250.00 is hereby entered in favor of the Claimant, said award being in full and complete satisfaction of Claimant's complaint.

(No. 86-CC-2799—Claim dismissed.)

**JAMES BYRD, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed December 19, 1988.

JAMES BYRD, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (KIMBERLY L. DAHLEN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*State has no duty to safeguard inmate's property from theft.* The State of Illinois has no general duty to safeguard an inmate's personal property from theft by other inmates when the property is in the inmate's cell.

NEGLIGENCE—*loss of property from inmate's cell—what necessary to recover on negligence theory.* An inmate of a State correctional facility may recover under a negligence theory for the loss of personal property from his or her cell if specific evidence is presented that the inmate had no cellmate, that the lost property was outside the reach of passersby, that the cell door was locked when the inmate left his cell, that there was a lot of traffic in the gallery and that the State was in complete control of the cell doors.

PRISONERS AND INMATES—*loss of property from cell—insufficient evidence—claim dismissed.* An inmate's claim for the loss of various items of personal property from his cell based on the theory that the State negligently left the cell door unlocked was dismissed, since the inmate failed to present evidence as to specifically where the property was located in the cell, there was no evidence as to the amount of traffic in the gallery, and the inmate did not present evidence that he requested that his cell door be deadlocked by a guard when he left.

RAUCCI, J.

Claimant seeks \$100.63 in lost property which he claims was stolen from his prison cell on August 17, 1985, through the negligence of the State. The cause was tried before the Commissioner on November 5, 1987. The evidence consists of the transcript of testimony, the departmental report, and Claimant's Exhibits 1, 2 and 3. Both parties have filed briefs.

On August 17, 1985, Claimant, James Byrd, was a prisoner at Pontiac Correctional Center serving a total sentence of 18 years for robbery. About 8:00 a.m., Claimant left his cell to go to breakfast and then out to the yard. At about 11:00 a.m., he returned to his cell and found it open. He never leaves his cell door open; he always leaves it locked, and he had no cellmate. He made an immediate complaint to an officer on the

gallery and gave a statement to the sergeant as to the property missing from his cell.

Claimant was missing an am/fm tape player he purchased on October **10, 1984**, for **\$59.26**, a TV converter he purchased on January **'16, 1985**, for **\$26.37**, **\$15** worth of coupons, and some jeans. Claimant exhibited proof of his ownership and cost of the tape player, converter and coupons through his Exhibits **2** and **3**.

After the theft, Claimant spoke to Officer Jennings. Officer Jennings wrote "It is a possibility I opened Byrd's cell **431** WCH because I don't work that gallery but once every so often," on Claimant's Exhibit **1**.

Claimant admitted his cell was not deadlocked when he left and he had not asked the officer to deadlock the cell. He did not see his cell door opened but believed that officers were opening cell doors to allow inmates to shower. This had happened in the past when inmates weren't in the cells. He further believes his property was taken by other inmates and he was not accusing the officers of taking his property.

This is not a bailment or constructive bailment case. This is not a case where the Respondent took exclusive control and possession of Claimant's property. (*Doubling v. State* (1976), **32 Ill. Ct. Cl. 1**.) There was no duty on the State to exercise reasonable care in returning Claimant's property since the State did not take actual physical possession of the property. (*Owens v. State* (1985), **38 Ill. Ct. Cl. 150**.) If Claimant is to recover, it must be based on a theory of negligence by the State in failing to relock the cell if, in fact, the State failed to lock the cell and not that Claimant just failed to lock his own cell. Claimant's reliance is in the theories espoused by the Court of Claims in *Blount v. State* (1982), **35 Ill. Ct.**

Cl. 790, and *Walker v. State* (1986), 38 Ill. Ct. Cl. 286. These two cases and particularly *Walker* indicate that an inmate can recover for lost property where very specific evidence is presented by the Claimant that he had no cellmate, that the stolen property was outside the reach of passersby, that the cell door was locked when Claimant left the cell, that there was a lot of traffic in the gallery, and that Respondent was in complete control of the cell doors. Under these circumstances, the Respondent can clearly anticipate that property can be stolen from an inmate's cell in the absence of an inmate if an officer would unlock the cell and let it remain unlocked.

The Claimant in the present case did not testify with such particularity. The sparse evidence in this case is more like the evidence in *Dungleman v. State* (1979), 33 Ill. Ct. Cl. 154, where the claims were denied. Also Claimant indicated the property was stolen by other inmates and not by the guards. There is no general duty on the part of the State of Illinois to safeguard an inmate's property from theft by other inmates when the property is in the inmate's cell. *Edwards v. State* (1986), 38 Ill. Ct. Cl. 206; *Bargas v. State* (1976), 32 Ill. Ct. Cl. 99.

Based on the foregoing and because Claimant did not request the cell be deadlocked, and did not present with specificity the location of the property in the cell and the amount of traffic in the gallery, the claim must be denied.

It is ordered, adjudged and decreed that this claim is dismissed, with prejudice.

(No. 87-CC-0041—Claim dismissed.)

**FEDERATED INSURANCE COMPANY, as Subrogee to the Interests
of Fanning Oil Company, Inc., Claimant, v. THE STATE OF
ILLINOIS, Respondent.**

Order on motions for discovery and production filed March 31, 1987.

Order on motion to dismiss filed January 17, 1989.

**HINSHAW, CULBERTSON, MOELMANN, HOBAN &
FULLER, for Claimant.**

**NEIL F. HARTIGAN, Attorney General (GREGORY
CONDON, Assistant Attorney General, of counsel), for Re-
spondent.**

EVIDENCE—statements of employees—when privileged. Generally statements made by an employee of a corporation relative to pending or potential litigation are privileged, but the test is whether the employee falls within a “control group.”

SAME—employee privilege—control group test. The privilege applicable to the statements of an employee of a corporation pertaining to pending or potential litigation applies if the “control group” test is satisfied, and that test requires that the employee making the statement be in a position to control or even take a substantial part in a decision about the matter in question or that the employee be an authorized member of a group which contains that authority so that in effect the employee personifies the corporation when making a statement about the matter.

SAME—burden of proof is on party claiming privilege

PRACTICE AND PROCEDURE—State ordered to produce statements of all employees except those alleged to be within “control group.” The State’s objection to a request for production of statements of employees of the State during the investigation of the incident involved in the claim based on the assertion that the statements were privileged was denied and the State was ordered to produce the statements of all employees except those believed to be within the “control group,” and affidavits supporting the position that the employees who made the excepted statements were within a “control group,” and a pretrial hearing on discovery was directed to be held if necessary.

**ORDER ON MOTIONS
FOR DISCOVERY AND PRODUCTION**

HILLEBRAND, Commissioner

This matter comes before the Commissioner on the

various motions and responses filed relating to discovery and production. The issue involves production of statements of employees of the State of Illinois during the investigation by the departmental agency of the incident involved in this claim. Claimant has requested production of the statements, and Respondent has objected on the grounds that the statements are privileged. Respondent's claim of privilege is based upon the self-insurance provisions for the State of Illinois for property and casualty insurance exposures pursuant to the provisions of Ill. Rev. Stat., ch. 127, par. 63b4.

The general rule, whether made within a corporation or to an insurance carrier, regardless of whether there is separate insurance or self-insurance, is that certain statements made by an employee of a corporation will in fact be privileged. The test to determine privilege when statements are made by an employee relative to pending or potential litigation is whether the employee falls within the "control group." (*Day v. Illinois Power Co.*, 50 Ill. App. 2d 52.) The "control group" test requires that, for the privilege to apply, the employee making the communication must be in a position to control or even to take a substantial part in a decision about the claim which the corporation may take upon the advice of counsel for the corporation or that the employee be an authorized member of a group which contains that authority so that in effect the employee personifies the corporation when the employee makes his disclosure or statement regarding the facts involving the claim. Otherwise, the privilege does not apply. (*Gulminas v. Fred Teitelbaum Construction Co.*, 112 Ill. App. 2d 445.) The burden is upon the person claiming the privilege to prove that the privilege applies to the statement's request.

It is therefore ordered:

A. The motion to strike the Respondent's pleading is denied.

B. The objection of the Respondent contained in paragraph 1 of the Respondent's answers for production is overruled.

C. The Respondent shall produce a statement of all employees of the Respondent unless Respondent believes said employees fall within the "control group" test. In the event Respondent believes any statements were made by an employee within the "control group," Respondent shall submit an affidavit as to each such employee, which affidavit shall contain facts to support the position of Respondent. Thereafter, if necessary, the Commissioner will hold a pretrial hearing on discovery.

ORDER ON MOTION TO DISMISS

MONTANA, C.J.

This cause coming on to be heard on the request of Claimant to dismiss the above captioned matter and the Court being fully advised in the premises;

It is hereby ordered that the request of Claimant be, and is hereby granted, and the case is accordingly dismissed.

(No. 87-CC-0131—Claim dismissed.)

CHARLES S. TERRY, SR., Claimant, v. THE STATE OF ILLINOIS,
Respondent.

Opinion filed December 19, 1988.

CHARLES S. TERRY, SR., pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES MAJORS, Assistant Attorney General, of counsel); for Respondent.

PRISONERS AND INMATES—*lost property—administrative remedies not exhausted—claim dismissed.* An inmate's claim for the loss of several items of personal property while he was incarcerated at a State penitentiary was dismissed in view of the fact that the inmate failed to exhaust the administrative remedies available to him before the administrative review board.

RAUCCI, J.

This is a prisoner personal property case. Claimant seeks recovery for personal property of Claimant allegedly removed from his possession on May 7, 1986, by Respondent's agents. The property consisted of a 14-karat gold chain, a silk tee-shirt and a torn sheet. The amount claimed is \$195.81.

We cannot reach the merits of this claim. This matter was first called for hearing on July 17, 1987, at Menard Penitentiary. On that occasion, Claimant acknowledged that he sought no relief from the administrative review board. Claimant also stated that he had failed to address any grievance to the institutional inquiry board. The case was continued generally in order to allow Claimant to pursue his administrative remedies.

This matter was again called for hearing before the Court of Claims August 26, 1988. The record revealed that Claimant had received a decision of the institutional inquiry board. Claimant contends that he "wrote Springfield, the Administrative Review Board." Claimant contended that he had not heard from the administrative review board. Claimant kept no copy of his correspondence with the administrative review board. Interrogation by the State revealed that Claimant had not had a hearing before the administrative review

board in Springfield. Thus, it appears that Claimant did not exhaust his administrative remedies in accordance with section 790.60 of the Court of Claims Rules (74 Ill. Adm. Code 790.60).

In light of the fact that Claimant has sought final determination of this claim without exhausting administrative remedies, this claim must be denied.

It is ordered, adjudged and decreed that this claim is dismissed.

(No. 87-CC-0322—Claim denied.)

**FRANK T. WHITE, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed January 25, 1989.

BERNARD A. PUGLISI, for Claimant.

NEIL F. HARTIGAN, Attorney General (GREGORY THOMAS PATRICK CONDON, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmates' rights—proper supervision or work—safe tools.* Inmates of State penal institutions have a right to safe and adequate work tools, and the State has a duty to properly supervise the work of inmates based on the same standards of care and safety required of private industry, but the Court of Claims will not unduly interfere with the Department of Corrections' discretion in handling the day-to-day affairs of operating its institutions.

SAME—*orders directed to inmates must be obeyed.* In the setting of a penal institution, an inmate does not have the same independence as a person outside the institution, since the inmate must follow orders or be subject to disciplinary action.

NOTICE—*notice to guard constitutes notice to State.* In the matter of a claim by an inmate of a penal institution for knee injuries sustained while following orders to mop and buff a floor, the inmate's allegation that he notified the guard who directed him to mop and buff that he had a knee condition which could potentially result in an injury if he performed the

work would have constituted notice to the State that a dangerous condition existed and would have provided a basis for a possible recovery.

PRISONERS AND INMATES—*State is not absolute insurer of inmate's safety.*

SAME—mopping and buffing floors not inherently dangerous work.

SAME—knee injuries while mopping stairs—state not negligent—*inmate's claim denied.* An inmate's claim for the knee injuries he sustained while following a guard's orders to mop some stairs was denied, notwithstanding the inmate's contention that he notified the guard that he had a knee condition which could result in an injury if he performed the work, since there was no believable evidence that the State had any knowledge that mopping the stairs would be an inherently dangerous activity for the inmate, the inmate's original grievance concerning the incident did not mention anything about mopping stairs, and the report of the inmate's physician indicated no complaint from the inmate concerning stair mopping.

DILLARD, J.

Claimant, Frank T. White, filed his complaint in the Court of Claims on August 25, 1986. He alleges that on January 4, 1986, while an inmate of the Illinois Department of Corrections, his right knee was severely injured while he performed certain physical labor at the direction of a prison guard. Claimant seeks \$100,000 in damages.

The case was tried before a Commissioner on November 6, 1987. The evidence consists of the transcript of testimony, certain admissions pursuant to a demand to admit facts, trial exhibits, the departmental report pursuant to section 790.140 of the Court of Claims Rules (74 Ill. Adm. Code 790.140) and a supplemental departmental report. Both parties have filed briefs and Claimant's counsel has advised he would not be filing a reply brief.

The Facts

On January 4, 1986, one day after his arrival at the Vienna Correctional Center, Claimant was directed to buff the floor and mop the lobby of the prison wing in

which he resided. This assignment was made by a sergeant of the Department of Corrections. Claimant testified that he had to follow the orders of the sergeant. Claimant completed the floor buffing in about 45 minutes. After he made a telephone call, Claimant alleged he was ordered to mop the stairwell down from the third floor to the first floor. No one supervised him during the mopping work. The mop weighed about two pounds and the bucket and ringer weighed 15 to 20 pounds. The mopping took about 40 minutes. He mopped down the three flights of stairs and then walked up three flights to put the mop and bucket away. After he mopped, Claimant felt pain in his right knee. He had no pain in his knee prior to the stair mopping and his knee had been "fine" in the six months prior to being assigned to Vienna. The pain was allegedly a grinding pain and very severe.

Claimant had a history of knee problems and testified that he explained this to the sergeant prior to the work. Claimant went to the medical unit and explained his knee pain to a medical technician. He was given pain killers and then was sent back to his living unit. The pain continued the evening of the physical activity and there was swelling around the joint. He went back to the medical unit on Sunday, January 5, 1986, for pain killers and received a lay-in slip which kept him off work details. On Monday, January 6, 1986, he saw a doctor. The doctor had Claimant transferred to a lower living unit so he would not have to climb stairs and prescribed Tylenol. X rays were also taken on January 6, 1986. The next time Claimant received any treatment was February 26, 1986, when the knee was still swollen and Claimant had considerable pain. In April of 1986, Claimant was taken to Lourdes Hospital in Paducah, Kentucky.

He told a physician at Lourdes Hospital that he had a history of knee trouble for the past four years but had not experienced problems since his last surgery. The doctor diagnosed that excessive weight on the knee made the top bone pierce the muscle-tissue and the joint was grinding bone-to-bone. Arthroscopic surgery was recommended and performed on April 18, 1986, on an outpatient basis. The swelling remained and Claimant continued to take medication. As Claimant still experienced pain, he saw the doctor again in May of 1986. The doctor prescribed Claimant a brace, exercise equipment and continued his medication until January 11, 1986, when Claimant was released from prison.

The brace helped give the knee stability and Claimant used it daily. If he does not wear the brace, the knee gives out and he also experiences pain. After leaving prison, Claimant received treatment in Danville, Illinois. He had the knee drained and received a cortisone shot in August of 1986. In June of 1987, he had the knee X-rayed at a veterans hospital and was told no more surgery could be performed on the knee. He was advised by doctors that in five to six years he would need a reconstructed knee or to stay off of it altogether. The knee continues to swell and he has considerable pain from the knee whenever he walks or climbs stairs. Prior to the injury in question, Claimant walked and climbed stairs without pain. He had no problems with his knee since November 1981 when the arthroscopic surgery was first performed on the knee for bone chips.

Additionally, the Claimant testified that on the day he arrived at Vienna he had assisted an older inmate carry his boxes upstairs. On January 4, 1986, after buffing the floors, he got into an argument with the sergeant. Claimant testified that he informed the sergeant that he was in no condition to carry the weight

of the mop and bucket on the stairs. Allegedly the sergeant told the inmate to do the chore or face disciplinary action.

On cross-examination, Claimant admitted that he originally had injured his knee in 1980, while he worked as a painter. A ladder broke and he fell six feet, tearing ligaments and causing bone chips. His first surgery followed two months later. He did not participate in sports after the 1980 incident. Between 1980 and 1984, he had three major surgeries and three arthroscopic surgeries on his knee.

Additionally, Claimant testified that his workers' compensation claim for the 1980 injury as a painter led to a settlement of ~~40%~~ to 60% loss of the right knee. At the time of hearing, Claimant had pending a claim for social security disability.

The departmental reports indicate that Claimant filed a grievance against the Respondent which complained of the work he was forced to do. The investigation found no staff negligence. The grievance dated January 4, 1986, only mentioned sweeping and buffing but significantly fails to mention mopping of stairs. In the sergeant's report, he indicated that Claimant was to buff all the front areas of the wing and the center core. However, Claimant did only one wing and quit because the buffing was too much for him and he wanted to make a telephone call. The sergeant explained to Claimant that if he had not been on the phone so long, he would have completed the work. Finally, the reports indicated that at the medical unit, Claimant made no statement that his knee was injured while he worked and did not inform his physician of a re-injured knee. The reports indicated that the State paid for all Claimant's medical treatment while incarcerated, totaling \$2,910.86.

Importantly, Dr. Lopansri's departmental report stated, "I do not feel that the assignment of buffing the floor had any adverse effect on his knee."

The Law

The Court of Claims must not unduly interfere with the large amount of discretion which must be accorded the Department of Corrections officials in handling the day-to-day affairs of operating its institutions. (*Petrusak v. State* (1987), 39 Ill. Ct. Cl. 113.) Inmates do, however, have a right to safe and adequate work tools and the State has a duty to properly supervise the work of inmates. (*Davis v. State* (1987), 39 Ill. Ct. Cl. 1985.) The State of Illinois is required to exercise the same standards of care and safety required of private industry. (*Burns v. State* (1982), 35 Ill. Ct. Cl. 782; *McGee v. State* (1977), 31 Ill. Ct. Cl. 326; *Hoskins v. State* (1965), 25 Ill. Ct. Cl. 234.) As an inmate, Claimant was required to take orders and carry them out. He did not have the same independence as a person outside the penitentiary. To refuse work would subject him to disciplinary action. *Goodrich v. State* (1984), 36 Ill. Ct. Cl. 326; *Moore v. State*, 21 Ill. Ct. Cl. 282.

The argument of Claimant is that he advised a guard of his knee condition, that he could not perform this heavy work, but did so because of the potential disciplinary action. He was, therefore, severely injured. The alleged notice to the guard would give notice to the State of a dangerous condition and a possible recovery. (*Burns v. State* (1982), 35 Ill. Ct. Cl. 782.) Only the notice would be a basis for recovery since there was no proof of an inherently dangerous condition or that the tools provided were not proper for their use. *Robinson v. State* (1984), 36 Ill. Ct. Cl. 298; *McCahee v. State* (1977), 33 Ill. Ct. Cl. 326.

The case turns on the credibility of the Claimant. The Claimant testified the floor buffing was not a problem for his knee. The injury occurred because of the mopping of the stairs. The Department's Rule 14 report indicated no orders to mop the stairs and Claimant's original grievance—the day of the occurrence—said nothing about mopping stairs. Dr. Lopansri's report from the health care unit indicated no complaint of mopping stairs and further stated that the assignment of buffing the floor had no adverse effect on Claimant's knee.

Since the State of Illinois is not an absolute insurer of Claimant's safety and if this chronically-injured knee just "gave out," the Respondent is not liable. If the Claimant only buffed the floor and not mopped the stairs, then his testimony is an attempt to defraud the State. The guard's report and Claimant's failure to address stair mopping as the cause of his injury in his original grievance filed on January 4, 1986—the day of the occurrence—lead to a credibility gap. If so, his testimony at trial was false and his claim must be denied. *Cotton v. State* (1986), 39 Ill. Ct. Cl. 167.

All of the cases cited by Claimant as to breach of duty have factual situations showing an inherently dangerous job, insufficient training for a particularly difficult or dangerous job, or that the State had knowledge of a dangerous condition. *Hoskins*, supra; *Reddock v. State* (1978), 32 Ill. Ct. Cl. 611; *Scott v. State* (1973), 28 Ill. Ct. Cl. 373; *West v. State* (1976), 31 Ill. Ct. Cl. 340; and *Adler v. State* (1977), 31 Ill. Ct. Cl. 326.) Such is not the case here before the Court.

Mopping, even assuming Claimant mopped stairs, would not be an inherently dangerous condition nor would it require special training. There was no

believable evidence the State had any knowledge that mopping would be an inherently dangerous condition to Claimant: As to buffing, the Claimant's testimony and the doctor's report indicate it was not a dangerous condition. The only danger would have been if Claimant advised the sergeant he could not mop the stairs because of a chronic knee ailment. This he did not do. The original grievance of Claimant, in his own handwriting, belies his argument. In that grievance, he states he was told to sweep and buff one wing. He grieved that he was ordered to do the remaining three wings. No mention at all was made of mopping three flights of stairs.

There was no negligence by the Respondent or its agents. Therefore, be it ordered that this claim must be, and is, denied.

(No. 87-CC-0424—Claim denied.)

**WILLIAM JAMISON BEY, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed January 5, 1989.

WILLIAM JAMISON BEY, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (KIMBERLY L. DAHLEN, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—administrative remedies must be exhausted. Pursuant to section 25 of the Court of Claims Act and section 790.60 of the Court of Claims Rules, a Claimant must exhaust all other remedies, administrative, legal or equitable, before seeking a final determination of his or her claim before the Court of Claims.

PRISONERS AND INMATES—television damages—administrative remedies not exhausted—claim denied. An inmate's claim that his television was "totally damaged" while he was placed in segregation at a correctional

facility was denied, since the record showed that the inmate failed to exhaust the administrative remedy available by way of his right to file a grievance with the "Adjustment Committee" at the institution, notwithstanding the inmate's claim that the officials of the institution were aware of his complaint and that filing a grievance would have been fruitless, since the requirement that other administrative remedies be exhausted is mandatory.

RAUCCI, J.

Claimant is a prisoner in the custody of the Illinois Department of Corrections. In this case Claimant seeks damages from Respondent based on his claim that Respondent is liable for the loss of claimant's black and white Panasonic television set. Claimant seeks damages in the sum of **\$77.05**.

Claimant's testimony at trial revealed that on **March 17, 1986**, Claimant owned and was lawfully possessed of his black and white Panasonic television set. On that date Claimant was placed in segregation by Department of Correction guards. In the process of placing Claimant in segregation, all of his personal property and clothing were taken to the personal property room. Thereafter, on **March 27, 1986**, Claimant "departed" from segregation and went back to the personal property room where he received his television and the rest of his personal property. When Claimant returned to his cell he found that the television set was damaged. Ten days later, Claimant was again taken to segregation, but was not afforded any opportunity to place his personal property in the personal property section. Claimant was released from segregation on **July 29, 1986**, and when he received his personal property back, the television set was "totally damaged." Claimant's television was not functioning at all. Claimant's damages are alleged to be in the sum of **\$77.05** which was the purchase price. The television set was two years old.

We do not reach the issue of Claimant's claim for

loss or damage to his personal property in this case for the reason that it does not appear that Claimant exhausted his administrative remedies prior to filing his claim with the Court of Claims. Section **790.60** of the Court of Claims Rules (**74 Ill. Adm. Code 790.60**) requires that Claimant must, before seeking final determination of his claim before the Court of Claims, exhaust all other remedies whether administrative, legal or equitable. This rule is based on section 25 of the Court of Claims Act (Ill. Rev. Stat. **1987**, ch. **37**, par. **439.24—5**) which imposes an identical obligation on the Claimant.

Claimant testified that he was aware that he had the right to file a grievance with the “Adjustment Committee” at the institutional level. Claimant testified that it was his own choice to speak directly to a chief administrative officer of the prison, which he did. Claimant testified that he did not write a grievance to the Institutional Inquiry Board but that the institution officials were well aware of Claimant’s complaint. Claimant testified that in light of the fact that officials of the institution were aware of the problem, and did nothing, the filing of a grievance to institutional authorities would have been fruitless.

Notwithstanding Claimant’s belief that a formal grievance to the Institutional Inquiry Board would have been fruitless under the circumstances, this Court can not finally adjudicate a claim until the Claimant has exhausted possible administrative remedies.

It is therefore ordered, adjudged and decreed that the Claimant’s claim be denied for the reason that Claimant has sought final adjudication of his claim in this Court without complying with section 790.60 of the Court of Claims Rules (**74 Ill. Adm. Code 790.60**).

(No. 87-CC-0962—Claimant awarded \$488.00.)

PINCKNEYVILLE MEDICAL GROUP, Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

Opinion filed July 21, 1988.

DON JOHNSON, for Claimant.

NEIL F. HARTIGAN, Attorney General (**SUZANNE SCHMITZ**, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*group* practices not permitted in public *aid* programs. Since only individual physicians, and not group practices, are allowed to enroll in the Department of Public Aids Medical Assistance Program, only individual physicians have standing to bring actions in the Court of Claims to recover for services rendered under the Medical Assistance Program.

SAME—*Medical Assistance Program*—claim for vendor payments grunted. The claims of two individual physicians for vendor payments for services rendered to a patient under the Medical Assistance Program of the Department of Public Aid were granted to the extent of the maximum amounts authorized under the Department's pricing schedules, since the Department accepted liability for the claims.

LIMITATIONS—*Vendor claims for services* rendered for public aid recipients—*one-year limitation*. Pursuant to section 11–13 of the Public Aid Code, a claim by a vendor for goods or services furnished on behalf of a public aid recipient must be filed within one year of the accrual of the action, and, for purposes of that section, the accrual date depends on when the Department of Public Aid received the vendor's initial invoice.

PUBLIC AID *Corn-tardy vendors' claims dismissed*. The claims of two physicians for services rendered on behalf of a public aid recipient were dismissed where the record showed that the claims were not filed until more than three years after the services were rendered, and the physicians' contentions that the delay was attributable to the patient's tardiness in supplying them with information that she was a public aid recipient were rejected, since the physicians failed to allege that they made a diligent attempt to determine whether the patient was eligible for benefits under the Medical Assistance Program and they could not be excused from complying with the deadlines imposed by the Department of Public Aid for submitting invoices and filing claims.

PATCHETT, J.

This cause coming on for the Court's consideration on Respondent's motion to dismiss, due notice having

been given and the Court, being fully advised, makes the following findings:

This claim, the caption of which identifies the Claimant as Pinckneyville Medical Group, a medical group, practice, in fact presents the vendor-payment claims of Dr. Fozard and Dr. Shanbhag, who are affiliated with that group. In its departmental report, the Illinois Department of Public Aid (IDPA) notes that the individual physicians, rather than the medical group; were enrolled participants in the Department's Medical Assistance Program (MAP) when the subject services were rendered; and the claim was therefore investigated and reported by IDPA as if filed by the two physician-participants. Because only the individual physicians, and not the group practice, are MAP enrollees, and because group practices as such are not permitted to enroll in IDPA's program, only the two physicians would have standing to bring the instant action under section **11-13** of the Public Aid Code (Ill. Rev. Stat. **1985**, ch. 23, par. **11-13**). See this Court's opinion filed in *Canlas v. State* (**1987**), **39** Ill. Ct. Cl. **150**.

As indicated in IDPA's report, the claim seeks section **11-13** vendor payments by the two physicians on four patient accounts, namely, Dr. Fozard's services for patients Hammond and Huggins, and Dr. Shanbhag's services for the same two patients. The Department has accepted liability, to the extent of the maximum dollar amounts authorized by its pricing schedules and policy, for patient Hammonds services; and denies all payment liability for patient Huggins' services.

This claim was filed on November **14, 1986**. Patient Huggins' services, for which Claimants seek payment, were rendered on June 6, **1983**, more than three years

prior to Claimants' commencement of this action. In fact, Claimants initially billed Huggins' services to IDPA in invoices received by the Department on September **18, 1986**, more than three years after they had rendered such services. Their invoices were disallowed, and payment refused by IDPA, due to the tardiness of these invoices.

In responding, IDPA challenges Claimants' claim for payment of Huggins' services on the ground, *inter alia*, that Claimants' individual causes of action in respect to such services had already been barred, when filed with this Court, under the provisions of section **11-13**, and of section **22(b)** of the Court of Claims Act. (Ill. Rev. Stat., ch. **37**, par. **439.22(b)**.) We find that challenge to be valid.

Section **11-13** establishes a one-year limitation on the filing of claims by vendors seeking State payment for goods and services furnished to or on behalf of IDPA recipients. A vendor's cause of action "accrues" and the running of the one-year limitation period begins on the date of specified events; and the statute provides for alternate accrual dates, depending upon when IDPA received the vendor's initial invoice. If the vendor proves that its initial invoice was received by IDPA within six months following the date of service, and if IDPA refused payment of that invoice, then the one-year limitation period begins to run on the date of IDPA's notice to the vendor of such refusal. If, on the other hand, the vendor cannot prove that IDPA received its invoice within six months after the date on which the services were rendered, then the cause of action as to such services accrues six months following the date of service, and the limitation period runs from that date. Under this alternate situation, the vendor must com-

mence its action in this Court within 18 months following the date of service, *i.e.*, within one year following the date of accrual, if it is to avoid the bar of the limitation period in section 11—13.

In this case, although Claimants provided patient Huggins' services in June 1983, the record which they present indicates that their initial invoices were not submitted to IDPA for over three years thereafter. While Claimants attempt to attribute their delay to the patient's tardiness in supplying them with information that she was an IDPA recipient, that fact cannot excuse Claimants' own inaction. As IDPA notes, Claimants do not allege that they themselves made any effort, from June 1983 through September 1986, to contact the local IDPA office in an attempt to determine whether Huggins may in fact have been eligible, as of June 1983, for MAP benefits under IDPA's program. Such lack of diligence by Claimants cannot excuse them from complying with the deadlines imposed by IDPA Rule 140.20 (89 Ill. Adm. Code 140.20) and by Federal regulations (see Title 42, Code of Federal Regulations, §447.45(d)(1)). See *Rock Island Franciscan Hospital v. State* (1987), No. 83-CC-1956, and prior decisions therein cited.

This Court has previously observed

“that the Federal government's continuing participation in the funding of Illinois MAP program is dependent upon IDPA's regular enforcement of these regulatory requirements. Applicable here are the requirements: • • • that correctly-prepared invoices be timely received by IDPA.” *Methodist Medical Center u. State* (1986), No. 83-CC-1572.

It is apparent here that Claimants could have complied with the above regulatory deadlines as to Huggins' patient accounts, and thereby helped avoid the risk of a denial of Federal government funding in IDPA's payments for such services.

With respect to Huggins' June 6, 1983, services, we

find that Claimants' causes of action accrued, within the meaning of section **11-13**, on December **7, 1983**; and that said causes were barred as of December **8, 1984**, one year following such accrual.

It is therefore hereby ordered:

That Claimants receive and be awarded the following sums in full payment of patient Hammond's medical services: **\$76.00** to J. Gregg Fozard, M.D. (SSN **345-38-4041**), and **\$412.00** to Madhukar Shanbhag, M.D. (SSN **191-40-2500**), in accordance with IDPA's acceptance of liability for said services; and

That Respondent's motion to dismiss the complaint and the underlying action herein as to patient Huggins' services, pursuant to paragraph **2-619** of the Illinois Code of Civil Procedure, on the ground that Claimants' causes of action as to said services were already barred by section **11-13** of the Public Aid Code (Ill. Rev. Stat. **1985**, ch. 23, par. **11-13**) and by section **22(b)** of the Court of Claims Act (Ill. Rev. Stat., ch. **37**, par. **439.22(b)**) when this action was commenced, is hereby granted; and this action, as to Huggins' services, is dismissed with prejudice.

(No. 87-CC-1701—Claim dismissed.)

MARK L. CROSSLAND, Claimant, **u. THE STATE OF ILLINOIS**,
Respondent.

Opinion filed December **19, 1988**.

MARK L. CROSSLAND, pro *se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate's property—State's duty to safeguard.*

The State of Illinois has no general duty to safeguard an inmate's property from theft by other inmates while that property is in the inmate's cell.

SAME—*personal property lost—insufficient evidence—claim dismissed.*

The Court of Claims dismissed a claim by an inmate of a correctional facility for the loss of various items of personal property which allegedly occurred while the inmate was working and his cell was "shaken down" by correctional officers looking for contraband, since the inmate presented no evidence as to where the property was located in the cell, there was no evidence that persons could not reach into the cell and take the property, there was no evidence as to control of the cell door, and even though the officers did not recall searching the inmate's cell, there was an indication that the door would not have been left open if it was searched.

BURKE, J.

This cause coming to be heard upon the report of the Commissioner, after hearing before said Commissioner, and this Court being fully advised in the premises:

Finds that on August 11, 1987, Claimant, Mark Crossland, was an inmate at Menard Correctional Center. On that date and while at work in the prison hospital, he learned from an Officer Bower that his cell was shaken down by correctional officers looking for contraband. Claimant received a pass to return to his cell and upon arrival observed his cell door open about eight inches. When he looked in the cell, he saw his fan laying on the floor and both his bed and his cellmate's bed messed up. When he left in the morning to go to work, his cell was deadlocked. This means that the cell was double locked with two separate locks.

Claimant found his cellmate and checked with a sergeant who advised them to go into the cell to check and note missing items. The following items belonging to Claimant were missing or damaged:

- (a) One wedding ring valued at \$175.00, no receipt.

- (b) One Panasonic radio—returned.
- (c) Twelve packs of cigarettes valued at \$12.00, no receipt.
- (d) Two pairs of Maverick jeans and one pair of Dickey jeans valued at \$24.00, no receipt.
- (e) One broken fan purchased **5/21/86** for **\$22.97**, receipt produced.

Claimant complained to the officers at that time in the cellhouse about his loss and broken fan. Since his initial complaint, Claimant's Panasonic radio was returned from another inmate. Claimant valued his lost and damaged property at \$240.01. Claimant testified that he was unable to obtain receipts or personal property contracts for the lost articles because he was told by prison officials that his file could not be found.

Claimant further testified that he did not know who took his property and his cellmate was working with him at the time of the theft. The departmental report indicates Claimant exhausted his administrative remedies through the Department of Corrections where his claim was denied based upon a finding of no substance to the complaint and a lack of staff negligence. The captain believed to have searched Claimant's cell could not recall doing so and the sergeant was unable to corroborate Claimant's allegations because he was unable to recall the incident or searching of Claimant's cell.

The facts of the instant case are similar to the facts in *Owens v. State* (1985), 38 Ill. Ct. Cl. 150. In **Owens**, an inmate was taken to the infirmary. His cell was deadlocked. When he returned to his cell, his personal property was damaged or stolen. Claimant did not know what happened to his personal property and he too had

a cellmate. The Court, under those circumstances, refused to find a presumption regarding the State's responsibility for Claimant's property and did not require the State to come forward with proof of due care as in *Doubling v. State* (1976), 32 Ill. Ct. Cl. 1. The Claimant in Owens did not know what happened to his property and could not show that it came into the exclusive control of the State, and his claim was denied.

Claimant in the present case produced no evidence as to where the property was located in the cell, there was no evidence that persons could not reach in the cell and take the property, there was no evidence as to traffic in the gallery and no evidence as to control of the cell doors, and the departmental reports indicated the guards could not recall searching Claimant's cell, but if they did, the cell door was not left open. This sparse evidence in the present case is similar to the facts in *Dungleman v. State* (1980), 34 Ill. Ct. Cl. 212, wherein the claim was denied. A similar claim was also denied in *Jarrett v. State* (1979), 33 Ill. Ct. Cl. 154.

The Claimant did present evidence that his missing Panasonic radio was returned by an inmate. This Court has laid down the general rule that there is no general duty on the part of the State of Illinois to safeguard an inmate's property from theft by other inmates when that property is in the inmate's cell. *Edwards v. State* (1986), 38 Ill. Ct. Cl. 206; *Barges v. State* (1976), 32 Ill. Ct. Cl. 99.

It is therefore ordered that this claim is denied and Claimant's complaint is dismissed with prejudice.

(No. 87-CC-2150—Claim dismissed.)

WARREN HARRIS, Claimant, *u.* THE STATE OF ILLINOIS,
Respondent.

Opinion filed February 22, 1989.

Order filed May 25, 1989.

WARREN HARRIS, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ and KIMBERLY DAHLEN, Assistant Attorneys General, of counsel), for Respondent. .

PRISONERS AND INMATES—property—State's duty of care. The State owes inmates of correctional facilities the duty of exercising reasonable care to safeguard and return an inmate's property when the State takes possession of the property in the course of moving the inmate from one institution to another or when an institution receipts for the property.

BAILMENTS—presumption of negligence—when applicable. A presumption of negligence arises when bailed property is lost while in the possession of a bailee, but the bailee may rebut that presumption by presenting evidence of due care.

PRISONERS AND INMATES—legal papers lost—presumption of negligence not rebutted—State liable. The State of Illinois was liable for the loss of legal papers belonging to an inmate of a correctional facility, since the State took possession of those papers in the course of transferring the inmate from one institution to another, but then failed to present evidence that it exercised due care in handling the papers in order to rebut the presumption of negligence arising from the loss of the papers.

DAMAGES—burden of proving damages is on Claimant. The Claimant has the burden of proving his or her damages, and absent such proof, no award may be entered.

SAME—reasonableness of bills for lost property is key factor, not whether bills were paid. In an action by an inmate to recover for the State's loss of his legal papers in the course of transferring him from one institution to another, the reasonableness of the bills for replacing the papers was the determinative factor in calculating the inmate's damages, not whether the bills were actually paid.

PRISONERS AND INMATES—exclusive possession of inmate's property was in State at time of loss. The decisions of the administrative review board indicating that the Claimant's legal papers were shipped by the State from one correctional facility to another facility, but the papers were never received by the second facility were sufficient to establish that the State had exclusive possession of the papers when they were lost.

DAMAGES—lost legal papers—value to inmate established. The legal

papers of a prison inmate which were lost by the State in the course of transferring the inmate between facilities were of value to the inmate because he was in the process of filing a post-conviction petition, and the value of those papers was set at the cost of obtaining replacements.

SAME—setoff—when applicable. A setoff must be made against a judgment for a Claimant when the evidence shows that the Claimant is indebted to the State.

CRIME VICTIMS COMPENSATION ACT—*subrogation* rights of State. Pursuant to the provisions of the Crime Victims Compensation Act, the State is allowed to be subrogated to the rights of the crime victim and may be paid back for the award made under the Act.

PRISONERS AND INMATES—*legal papers* lost—State liable—setoff for *crime* victim's payment—claim *dismissed*. Even though the State was liable for the cost of replacing the legal papers of an inmate which were lost in the course of transferring the inmate between facilities, the inmate's claim was dismissed, since the State was entitled to recoupment from the inmate of the entire amount of the payment made to the father of the victim of the inmate's crime under the Crime Victims Compensation Act, and the practice of the Court of Claims is to dismiss a claim when the setoff exceeds the amount the Claimant would recover.

OPINION

MONTANA, C.J.

Claimant filed his claim seeking damages against the Illinois Department of Corrections for loss of his legal transcripts and documents on February 23, 1987. Claimant alleged that in June of 1986, when he was transferred from Joliet to Danville, the Department of Corrections inventoried his legal papers, stored them, but then lost the documents. He claimed \$5,000 in damages for loss of his legal papers. The State raised an affirmative defense that a setoff, against a crime victim's award for \$1,652.95 must be made against any recovery by Claimant.

Trial was held before the Commissioner on November 5, 1987. The evidence consists of the transcript of evidence, Respondent's Exhibit 1, the departmental report, Claimant's Exhibit 1 through 9, and the crime victim's award order in Howard v. State,

32 Ill. Ct. Cl. 1020. This cause has been fully briefed by both parties.

THE FACTS

In May of 1986, Claimant was an inmate with the Illinois Department of Corrections. Claimant was transported to Chicago to testify in Federal court and was staying at the prison in Joliet. On June 17, 1986, all of Claimant's personal property, including his legal papers, were packed for Claimant's trip to the prison in Danville, Illinois. The personal property was packed by Officer J.H. and inventoried. Claimant received the pink copy of the inventory and the yellow copy went with the property. The inventory record, Claimant's Exhibit 1, which was corroborated by the State's departmental report, shows as inventoried one transcript and one stack of legal papers.

Claimant testified his property consisted of his court transcript, one stack of legal papers in a double garbage bag, some cosmetics, and a suit and shirt.

When Claimant arrived at the Danville prison on June 18, 1986, and was called in to receive his personal property, he noticed his bag of legal papers was missing. The officials at Danville attempted to locate the legal papers, but were unsuccessful. The missing legal papers consisted of about 1300 pages of common law records. The transcript from Claimant's trial was 185 pages and he had two depositions from a prior lawsuit. One of the depositions was a copy of the original. The evidence indicated the transcript of depositions would cost \$300. The Claimant testified that to replace the lost documents would cost \$50 and to replace his trial transcript would cost \$626.

Claimant's Exhibit 4 is the Department of Correc-

tions Review Board decision. The decision indicates the legal papers were shipped on the transfer bus but were not received at Danville. The claim was denied because there was no way the prison board could determine what was actually shipped because their employee only wrote down "1" court transcript and "1 stack" legal papers. The form used by the State had room to expand upon the nature of the personal property inventoried but was not filled out in this case by the officer.

The Claimant testified that the State lost an affidavit from a witness which he planned to use in a petition for post-conviction relief. The affidavit was part of the stack of legal papers. The witness cannot presently be located. Additionally, Claimant spent \$14 in mailing to the Court of Claims.

The State brought out at the hearing that the Claimant was convicted of murder in 1977 for the killing of Ernest Ellis Howard. The lost papers were mainly related to his conviction. Both his appeal and post-conviction petition of the 1977 conviction were unsuccessful. With the assistance of counsel, Claimant filed a Federal *habeas corpus* petition in 1980. The petition was denied. His attorney had copies of some of his legal papers and his deposition. The lawyer paid for the deposition and Claimant did not have to pay for his original trial transcript as he was a poor person. He also had never purchased a record in his *habeas corpus* proceedings. The Court of Claims granted \$1,652.95 to Arthur E. Howard in *Howard v. State*, 32 Ill. Ct. Cl. 1020, for the funeral expenses of Ernest Ellis Howard as a crime victim's award.

THE LAW

The State has a duty to exercise reasonable care to

safeguard and return an inmate's property when it takes actual possession of such property, as during the course of the transfer of an inmate between penal institutions, or when the institution receipts for the property. *Lewis v. State* (1985), 38 Ill. Ct. Cl. 254; *Doubling v. State* (1976), 32 Ill. Ct. Cl. 1.

In the present case, the Claimant was transferred between penal institutions and received a receipt for his property. His trial transcript and legal papers were not returned. The loss of bailed property while in the possession of a bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. (*Moore v. State* (1980), 34 Ill. Ct. Cl. 114.) The State has not rebutted the presumptions of negligence and is liable for the loss of Claimant's transcript and legal papers. **There was no proof of due care.**

The issue of value is more difficult. The Claimant has the burden of proving his damages or he cannot prevail. (*Rivera v. State* (1985), 38 Ill. Ct. Cl. 272.) Claimant testified that the cost to replace the depositions was \$300, the cost to replace lost documents would be \$50, and the cost to replace his trial transcript would be \$626.

Claimant had been granted *in forma pauperis* status so it would be unlikely he would have paid for these legal papers in advance. He did provide a letter from a court reporter, Theresa M. Croteau, and a letter from the clerk of the United States District Court in support of his damage claims. The amount of the transcript of \$626 is not so supported by that figure but appears reasonable for a transcript of a murder trial. (*Stephenson v. State* (1985), 37 Ill. Ct. Cl. 263.) The issue is whether the bills were reasonable, not whether they were paid or unpaid. *Lawrence v. State* (1982), 35 Ill. Ct. Cl. 709.

The State cites *Tally v. State* (1983), 35 Ill. Ct. Cl. 828, in support of their position that the Claimant has failed to show that his property was in the exclusive possession of the State. However, the findings in Claimant's Exhibit 4, the administrative review board decisions, indicate Claimant's bundle of legal material was shipped from Joliet but not received at Danville. The Claimant's property was therefore in the exclusive possession of the State. Claimant was in the process of filing a second post-conviction petition and therefore the lost documents had value to Claimant. The reasonable value to replace these documents would be \$976. The Court has justified such awards at the cost to replace the transcripts. *Willis v. State* (1980), 34 Ill. Ct. Cl. 242.

However, the State argues that any recovery by Claimant must be offset by the State's prior payment to the crime victim's father. (Ill. Rev. Stat. 1985, ch. 37, par. 439.24—6.) Where the evidence in the case indicates that the Claimant is indebted to the State, then a setoff must be made. *Progos v. State* (1960), 23 Ill. Ct. Cl. 207; *Choiniere v. State* (1974), 30 Ill. Ct. Cl. 174.

The Claimant is entitled to \$976 for damages, but the State is entitled to a recoupment of the entire amount towards the crime victim's payment of \$1,652.95. The Crime Victims Compensation Act allows the State to be subrogated to the rights of the crime victim and to be paid back for the award. (*Hamilton v. State* (1985), 37 Ill. Ct. Cl. 452.) The Respondent properly raised this setoff in its affirmative defense and is entitled to the same. The State, in effect, has a lien for \$1,652.95 and may reduce an award to recoup that amount. (*Gettis v. State* (1975), 30 Ill. Ct. Cl. 922.) Where the setoff exceeds the amount the Claimant could recover, it has been the court's practice to dismiss the claim. *Dawson v. State* (1983), 35 Ill. Ct. Cl. 874.

Accordingly, the amount due the State by the Claimant exceeds the award for the loss of the legal documents and the Claimant is denied a recovery.

Therefore, this claim is dismissed.

ORDER

MONTANA, C.J.

Claimant has filed a motion for a new trial. The Court has carefully considered Claimant's submission. We find that it does not set forth sufficient grounds for the Court to vacate the order filed February 22, 1989.

Accordingly, Claimant's motion is denied.

(No. 87-CC-3186—Claim denied.)

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

Opinion filed December 19, 1988.

WALTER MONTGOMERY, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (KIMBERLY L. DAHLEN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—lost property—sum awarded by administrative board not shown to be inadequate—claim denied. Where an inmate of a correctional facility lost various items of personal property when he was placed in segregation and the institutional administrative board awarded the inmate a portion of the value of the property allegedly lost, the inmate's claim before the Court of Claims was denied, since he failed to present any proof that the amount paid by the administrative board was inadequate.

SAME — lost wages—wrongful removal from job assignment—claim denied. Even though the administrative personnel of the prison in which the Claimant was housed restored the Claimant to his job assignment after he

had been removed from that assignment, there was no basis for the Court of Claims to grant an award to the inmate for the wages he lost, since the inmate offered no evidence that the disciplinary tickets which gave rise to his removal from the assignment were wrongfully issued, and the Court of Claims has not previously acted as a court of review over the administration of prison regulations in such cases.

RAUCCI, J.

This is a prisoner personal property case combined with a claim for lost prisoner pay on two separate occasions when the Claimant was found to have been wrongfully removed from his job assignment.

First, with respect to Claimant's claim for lost personal property, Claimant testified that on November 22, 1985, Claimant "was walked" from his job assignment on a disciplinary ticket. He was not allowed to stop at his cell to gather his personal property. On the next day, while Claimant was in segregation, it was discovered that a substantial amount of his property was missing. The institutional inquiry board ordered an investigation into Claimant's loss of his personal property and the institutional investigation determined that Claimant's property was lost due to staff negligence. Claimant claimed that the value of his lost personal property was \$299.90.

The institutional administrative board determined that Claimant's loss was \$150.00. This amount was deposited to Claimant's trust account. Claimant failed to make any proof of the value of his property other than what may have been set forth on Claimant's bill of particulars.

With respect to Claimant's claim pertaining to lost pay, Claimant was removed from his job assignment on disciplinary tickets on two separate occasions. First, on November 22, 1985, Claimant was removed from his job assignment until February 20, 1986. The institutional

administrative board later determined that this removal was wrongful. Again on May 17, 1986, Claimant was removed from his job assignment and this removal was also determined to have been wrongful and Claimant was reinstated.

During both occasions that Claimant was removed, he received a reduced rate of pay at \$10.00 per month, instead of \$26.00 per month (Respondent's brief, page 1).

Respondent takes the position that Claimant failed to offer any proof of the value of his property and cites *Hale v. State* (1986), 39 Ill. Ct. Cl. 221.

With respect to Claimant's claims pertaining to lost pay, Respondent has taken the position that prison employment is a privilege and not a right (citing administrative regulations). Institution regulations do not provide for payment of "back pay" when it is determined that an inmate is removed from his employment status wrongfully.

On the record in this case, it is impossible to determine that the amount paid to Claimant for his lost personal property was inadequate. It is the responsibility of Claimant to come forward with proof of value. Claimant failed to adduce any proof of value.

That portion of Claimant's claim pertaining to lost income from wrongful removal from a job assignment invites the Court to adjudicate the fairness or propriety of the administrative regulations applicable to the Department of Corrections and the provisions pertaining to prisoner job assignments. During the entire time that Claimant's disciplinary tickets were under consideration, Claimant received \$10.00 per month for unassigned State pay (Respondent's brief, page 3). This is the

amount Claimant was entitled to since he was not assigned to a job at that time (Respondent's brief, page 3). Perhaps most importantly, Claimant offered no evidence that the disciplinary tickets which gave rise to Claimant's removal from his job assignment were negligently or wrongfully issued. Claimant asked this Court to rely upon the act of the administrative personnel in the prison, in restoring Claimant to his job assignment, upon which to predicate total liability in this Court. This Court has not previously acted as a court of review over the administration of prison regulations except in cases where proof of violations of existing regulations tends to establish liability of the Respondent under recognized principles of tort law.

It is therefore ordered, adjudged and decreed that the Claimant's claim be denied.

(No. 87-CC-3910—Claim dismissed.)

**KETURAH HALIMA, Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Opinion filed February 22, 1989.

GOLDMAN & MARCUS (ARTHUR R. EHRLICH, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (ERIN M. O'CONNELL, Assistant Attorney General, of counsel), for Respondent.

JURISDICTION—*remedy in court of general jurisdiction precludes jurisdiction of Court of Claims.* When a Claimant has an adequate remedy in a court of general jurisdiction, the Court of Claims has no jurisdiction.

STATE EMPLOYEES' BACK SALARY CLAIMS—*wrongful discharge—remedy under Administrative Review Law not pursued—claim dismissed.* A former

State employee's claim that she was wrongfully discharged from State employment because she filed and pursued a worker's compensation claim was dismissed, since the record showed that the Claimant initially brought her discharge before the Civil Service Commission, but failed to pursue her appeal rights under the Administrative Review Law following an adverse ruling by the Commission, and the existence of an adequate remedy in the courts of general jurisdiction negated the jurisdiction of the Court of Claims to consider the matter.'

SOMMER, J.

The Claimant, a former State employee, alleges that she was discharged from State employment on August **17, 1983**, because she filed and pursued a workers' compensation claim.

The Claimant brought the matter of her discharge before the Civil Service Commission. A full hearing was held, and a final decision was entered on or about March 10, 1984. The Claimant did not prevail, and did not appeal to the circuit court as per the Administrative Review Law. (Ill. Rev. Stat. **1987**, ch. **110**, par. **3-101**.) The Claimant filed in this Court on June **4, 1987**, seeking a full hearing.

This claim is similar to that of *Rockford Memorial Hospital Association v. State* (1968), **26 Ill. Ct. Cl. 215, 218**. In that case, the Claimant did not appeal a ruling of the public aid commission to the circuit court as set out in the Administrative Review Law, but sought a new trial in this Court. The Court stated:

"There is no evidence that the remedies set out in the above statutory provisions were ever pursued. Not only has Claimant failed to exhaust its administrative remedies, but the Act specifically provides for final review by the Circuit Court. It has been an established rule of this Court that, where the Claimant has an adequate remedy in a court of general jurisdiction, the Court of Claims has no jurisdiction. (*B & F Hi-Line Construction Corporation vs. State of Illinois*, **21 C.C.R. 189**; *Denton vs. State of Illinois*, **22 C.C.R. 83**)."

After careful consideration, this Court concludes that *Rockford Memorial Hospital Association, supra*, correctly states the law governing the present claim.

To hold otherwise would allow Claimants who are unhappy with the results of trials before administrative agencies to have an immediate second trial in this Court as a matter of right. We do not believe that a Claimant's right to two trials and having the State defend the same claim twice is the 'intent of the statutory scheme, nor the practice under it; rather the intent and practice is that trial is held before the administrative agency and review can be had in the circuit and appellate courts, and this Court, acting on behalf of the General Assembly, examines any awards made prior to their payment.

It is therefore ordered that the motion of the Respondent to dismiss is granted and this claim is dismissed.

(No. 87-CC-4173—Claim dismissed.)

**CAROL BEHRENS and DIANE BEHRENS, Claimants, v.
THE STATE OF ILLINOIS, Respondent.**

Order filed October 25, 1988.

FISHMAN & FISHMAN, for Claimants.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

DAMAGES—limit on tort awards. Pursuant to section 8(d) of the Court of Claims Act, there is a limitation of \$100,000 on any award of damages for a claim arising in tort, and section 26 of the Act provides that any award shall be subject to the right of setoff.

PRACTICE AND PROCEDURE—exceptions to sovereign immunity are strictly interpreted. The General Assembly provides for the terms and conditions under which suits for damages against the State are allowed, and those statutes providing exceptions to the doctrine of sovereign immunity are to be strictly interpreted.

DAMAGES—recovery of statutory limit from other party sets off any claim against State. When a Claimant recovers the statutory limit of \$100,000 from another party to an accident giving right to personal injuries, that recovery completely sets off any claim that may be had against the State.

NEGLIGENCE—personal injury—statutory limit recovered from third party—claim dismissed. A claim for personal injuries was dismissed where the record showed that the Claimants had concurrently filed an action against a third party in a circuit court based on the same occurrence and settled that action for an amount equal to the statutory limit for each Claimant, thereby completely setting off any claim that could be had against the State.

SOMMER, J

This cause coming on to be heard on the motion of Respondent to dismiss, due notice having been given the parties hereto and the Court being fully advised in the premises:

The court finds that the instant claim is for personal injuries and was filed on June 18, 1987, seeking the maximum award of **\$100,000** apiece for both Claimants.

Section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.8(d)) provides for a \$100,000 limitation on any Court of Claims award of damages in claims arising in tort. Further, section 26 of the Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—6) provides that there shall be but one satisfaction of any claim or cause of action in this Court, and any recovery awarded by us shall be subject to the right of setoff.

Claimant concurrently filed another cause in the circuit court of Cook County entitled *Behrens v. Ranahan*, No. 85-L-26255. This cause arose from the same occurrence that gave rise to the instant claim. The circuit court action was settled for \$100,000 apiece for both Claimants herein.

The terms and conditions governing suits for damages against the State as the sovereign are granted

by the General Assembly and do not arise as a matter of common law or organic law. The statutes granting the exceptions to sovereign immunity are strictly interpreted.

The precedents guiding the Court in the present claim are uniform, consistent, and numerous in their statement of the rule that recovery of the statutory limit of \$100,000 from another party to an accident completely sets off any claim that may be had against the State. *Kurowski v. State* (1984), 37 Ill. Ct. Cl. 215; *Petersen v. State* (1984), 37 Ill. Ct. Cl. 104,110.

It is therefore ordered that Respondent's motion be, and the same is, hereby granted, and the instant cause is hereby dismissed.

(No.88-CC-0708—Claim dismissed.)

LINDA SLEPCEVICH, Claimant, *u.* THE STATE OF ILLINOIS,
Respondent.

Order on motion to dismiss filed February 23,1988.

Order on motion to dismiss filed January 26,1989.

BRITTAIN, KETCHAM, STRASS, TERLIZZI, FLANAGAN,
WEIR & JOHNSON, for Claimant.

NEIL F. HARTIGAN, Attorney General (JAN
SCHAFFRICK, Assistant Attorney General, of counsel), for
Respondent.

NOTICE—*notice requirements—strict compliance necessary.* Section 22—1 of the Court of Claims Act requires that a Claimant give notice of intent to file a claim to the Attorney General and the Clerk of the Court of Claims within one year from the date of injury, and strict compliance with that provision is required.

NEGLIGENCE—*personal injury—notice of intent untimely—claim dismissed.* A claim for personal injuries was dismissed due to the Claimant's

failure to timely file a notice of intent as required by section 22—1 of the Court of Claims Act, notwithstanding the Claimant's contention that the claim was investigated by the Department of Transportation within one year and that the filing of her claim constituted actual and constructive notice on the State, since section 22—1 specifically applied to the Claimant's circumstances, and her failure to give proper notice in strict compliance with that statute required that her claim be dismissed.

ORDER ON MOTION TO DISMISS

DILLARD, J.

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

It is hereby ordered that:

The allegations of Claimant's complaint referring to personal injuries are hereby dismissed, with prejudice, for failure to comply with the provisions of section 22—1 of the Court of Claims Act. Ill. Rev. Stat. 1987, ch. 37, par. 439.22—1.

ORDER ON MOTION TO DISMISS

DILLARD, J.

This cause coming on to be heard upon Respondent's motion to dismiss, both parties having extensively responded in writing to the motion, the Court being fully advised in the premises, and due notice having been given:

The court finds that section 22—1 of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.22—1) requires that Claimant's notice must have been filed within one year from the date of injury with the Attorney General's Office and with the Clerk of the Court of Claims. In the instant situation, the date of the alleged occurrence was January 24, 1986. The required

statutory notice was not filed in either the office of the Attorney General until October 2, 1987, or the Clerk of the Court of Claims until September 28, 1987, thereby exceeding the statutory one-year limitation period.

Additionally, the Court of Claims has required strict compliance with the notice requirements of section 22—1 of its Act. (*Munchu. State* (1966), Ill. Ct. Cl. 313, 315.) For example, this Court has held that failure to file notice of intent as required by the Court of Claims Act is a strict bar to action and requires the claim to be dismissed with prejudice. *Pratt v. State* (1982), 35 Ill. Ct. Cl. 685, 686.

In *Thomas v. State* (1961), 24 Ill. Ct. Cl. 137, this Court refused to acknowledge a report of an accident filed with the Department of Conservation as sufficient notice to the Attorney General's Office and the Clerk of the Court of Claims. The Court exclaimed, “* * * the State of Illinois operates through many departments and thousands of employees. It may well be that a report was filed with the Department of Conservation, but such report could not be regarded as a notice to the Attorney General and the Clerk of this Court. The statute places the burden upon Claimant, her agent or attorney to give proper notice * * *.” *Id.* at 139. Therefore, by merely filing a claim with the Department of Transportation, Claimant failed to comply with the notice provisions of the Court of Claims Act.

Furthermore, Claimant contends that the tort immunity act does not apply to the instant action because her claim was investigated within one year by the Department of Transportation, and thereby the filing of said claim constituted actual and constructive notice upon the Respondent. However, the tort immunity act applies to local entities and not the State of

Illinois and the legislature has created a specific statute applicable to the instant situation, section 22—1. Therefore, this Court must follow the notice requirements as provided by law and not a provision provided for, essentially, municipalities.

Therefore, Claimant's claim for personal injuries must be dismissed for failure to properly file a notice of intent as required by section 22—1 of the Court of Claims Act.

It is hereby ordered that this cause is dismissed, with prejudice, for failure to comply with the provisions of section 22—1 of the Court of Claims Act.

(No. 88-CC-3758—Claim dismissed.)

**MENARD COUNTY HEALTH DEPARTMENT, Claimant, v.
THE STATE OF ILLINOIS, Respondent.**

Order filed February 14, 1989.

**MENARD COUNTY HEALTH DEPARTMENT, pro se, for
Claimant.**

**NEIL F. HARTIGAN, Attorney General (JAMES C.
MAJORS, Assistant Attorney General, of counsel), for Re-
spondent.**

EVIDENCE—departmental reports—prima facie evidence. Pursuant to section 790.140 of the Rules of the Court of Claims, departmental reports may be offered as *prima facie* evidence of the facts they contain.

LAPSED APPROPRIATIONS—claim for costs of administering program under Department of Public Health—lapsed appropriation—stipulation to pay withdrawn—claim dismissed. The State's motion to withdraw a stipulation to pay the Claimant for the costs incurred in administering a public aid program for the Department of Public Health was granted, and the claim was dismissed based on the consideration of a departmental report disclosing that there were insufficient funds in the lapsed appropriations budget to pay the claim.

BURKE, J.

This cause comes on to be heard on the Respondent's motion to withdraw its previously filed stipulation agreeing to the entry of an award and to substitute a motion to dismiss, it appearing that due notice has been given, no objection has been filed, and the Court being advised.

The Claimant, Menard County Health Department, filed this claim on April 18, 1988, seeking \$1,439.24 for costs incurred in the administration of USDA Special Supplemental Food Program for Women, Infants and Children (WIC) as administered by the Illinois Department of Public Health. On July 19, 1988, the Respondent filed a stipulation agreeing to our entering an award in the amount sought. On July 29, 1988, the Respondent filed a motion to withdraw its stipulation. In support of the motion to withdraw, Respondent stated that:

"1. Closer review of the file indicates that the departmental report was filed in error since it has no authority to pay from the General Revenue Fund and there are insufficient funds in the Department of Public Health lapsed appropriations budget."

Respondent then asked the Court to enter a motion to dismiss on those grounds..

We have reviewed the departmental report which was compiled by the Department of Public Health, attached to the motion to dismiss, and offered as *prima facie* evidence of the facts contained therein pursuant to section 790.140 of the Rules of the Court of Claims (74 Ill. Adm. Code 790.140). The report indicates that no funds remained to pay the claim.

Based on the record we hereby grant the Respondent's motion to withdraw its stipulation, grant the Respondent's motion to substitute a motion to dismiss, and grant the motion to dismiss.

(No. 88-CC-3888—Claimant awarded \$58.48.)

MARY B. BOJKO, Claimant, *v.* THE STATE OF ILLINOIS,
Respondent.

Order on motion for summary judgment filed December 28, 1988.

Order on motion for reconsideration filed June 16, 1989.

JAMES J. MARSZALEK, for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

LAPSED APPROPRIATIONS—*lapsed appropriations claims—when prohibited.* No authority exists in the Court of Claims to grant awards in cases where the balance of the appropriation remaining is insufficient to pay all the claims made against that appropriation, since the State Finance Act prohibits obligating the State to pay any indebtedness in excess of the money appropriated for a department.

PRACTICE AND PROCEDURE—*recharacterization of lapsed appropriation claim to tort claim denied.* The attempt by the Claimant to recharacterize her simple lapsed appropriation claim for travel expenses incurred as a court reporter to a claim sounding in tort was denied, since allowing such a procedure would be tantamount to creating a mechanism by which nearly all spending limitations in the appropriation process could be avoided.

LAPSED APPROPRIATIONS—*court reporter—travel expenses—award granted to extent of lapsed appropriation.* Where a court reporter filed a lapsed appropriation claim for travel expenses of \$2,139.40 incurred in rendering services to the Illinois Industrial Commission, an award was granted for **\$58.48**, since that was the amount remaining in the lapsed balance after the payment of a previously filed claim.

ORDER ON MOTION FOR SUMMARY JUDGMENT

MONTANA, C.J.

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

The court finds that this is a standard lapsed appropriation claim against the State of Illinois for travel expenses incurred by a court reporter who rendered

services to the Illinois Industrial Commission. The departmental report of the Illinois Industrial commission is attached hereto and, pursuant to section **790.140** of the Rules of the Court of Claims (**74 Ill. Adm. Code 790.140**) is *prima facie* evidence of the facts set forth therein.

As stated in the report, a total of **\$2,139.40** in claims was made against a lapsed balance of **\$195.58**. As can be seen from the September **9**, 1988, addendum to the departmental report, the two claims made against the lapsed balance were the instant claim, and *Granolund v. State*, **40 Ill. Ct. Cl. 320**.

The Court of Claims has no authority to grant awards in cases where the balance of the appropriation remaining is insufficient to pay all the claims made against that appropriation, as section **30** of the State Finance Act (Ill. Rev. Stat. **1987**, ch. **127**, par. **166**) prohibits obligating the State to any indebtedness in excess of the money appropriated for a department.

Where, as here, the total amount in claims exceeds the lapsed balance, the claims are paid in the order of their filing until the appropriation remaining is exhausted. In this instance, *Granolund*, which claimed **\$137.10**, was filed before the case at bar and has already been paid. That leaves **\$58.48** remaining to apply to the instant claim.

It is therefore ordered that Respondent's motion be, and the same is, hereby granted, and Claimant is hereby awarded the amount of **\$58.48**.

ORDER ON MOTION FOR
RECONSIDERATION

MONTANA, C.J.

This cause comes on to be heard on the Claimant's

motion for reconsideration or, in the alternative, motion for new trial, due notice having been given, and the Court being advised.

Claimant brought this action seeking \$2,002.30 in reimbursement of travel expenses in connection with her performance of duties as a court reporter for the Illinois Industrial Commission. In her standard lapsed appropriation form complaint she alleged that she made demand for payment but her demand was refused on the grounds that the funds appropriated for the payment had lapsed.

The Respondent moved for summary judgment and an order was entered granting the motion on December 28, 1988. In pertinent part that order stated as follows:

“The Court finds that this is a standard lapsed appropriation claim against the State of Illinois for travel expenses incurred by a court reporter who rendered services to the Illinois Industrial Commission. The departmental report of the Illinois Industrial Commission is attached hereto and, pursuant to section 790.140 of the Rules of the Court of Claims (74 Ill. Adm. Code 790.140) is *prima facie* evidence of the facts set forth therein.

As stated in the report, a total of \$2,139.40 in claims was made against a lapsed balance of \$195.58. As can be seen from the September 9, 1988, addendum to the departmental report, the two claims made against the lapsed balance were the instant claim, and *Granlund v. State*, No. 88-CC-1660.

The Court of Claims has no authority to grant awards in cases where the balance of the appropriation remaining is insufficient to pay all the claims made against that appropriation, as section 30 of the State Finance Act (Ill. Rev. Stat. 1987, ch. 127, par. 166) prohibits obligating the State to any indebtedness in excess of the money appropriated for a department.

Where, as here, the total amount in claims exceeds the lapsed balance, the claims are paid in the order of their filing until the appropriation remaining is exhausted. In this instance, *Granlund* which claimed \$137.10, was filed before the case at bar and has already been paid. That leaves \$58.48 remaining to apply to the instant claim.

The order concluded with the granting of the motion and awarding of the \$58.48.

In her motion at bar, Claimant asserts that the Court did not address an issue raised in her objection to the motion for summary judgment. Essentially, Claimant sought to recharacterize her claim from a simple lapsed appropriation claim to one sounding in tort. A proposed amended complaint has a second count which alleges various acts or omissions by the Illinois Industrial Commission which are said to have resulted in her not being reimbursed the travel expenses. She seeks the opportunity to present such a claim.

The record in this case is already sufficient for us to understand what happened. The Industrial Commission incurred obligations in excess of the funds appropriated to pay for those obligations. The record does not explain how this occurred. It is not necessary for the purpose of this decision for the Court to know how it happened. Even-if we assume the allegations of the amended complaint to be true, we cannot condone allowing this case to proceed as a tort claim. As a matter of policy, to do so would be tantamount to creating a mechanism by which nearly all spending limitations of the State's appropriation process could be avoided. For the Court to pay an award in this case would be to in effect make a supplemental appropriation to the Illinois Industrial Commission. Appropriating State funds is the constitutional prerogative of the legislature.

However, for purposes of potential consideration of this matter by the legislature, we do find that the expenses as claimed were incurred, that the amount claimed is consistent with usual travel regulations, and that Claimant's employer, the Industrial Commission, agreed that her claim is valid.

Accordingly, it is hereby ordered that, the motions in the alternative at bar be and, hereby are, both denied.

(No. 89-CC-0723—Claim dismissed.)

JOHN J. McMAHON, Claimant, *v.* **THE STATE OF ILLINOIS**,
Respondent.

Order filed June 14, 1989.

PARNELL J. DONOHUE, for Claimant.

NEIL F. HARTIGAN, Attorney General (**JAMES C. MAJORS**, Assistant Attorney General, of counsel), for Respondent.

LIMITATIONS—contract actions—limitations period. Pursuant to section 22 of the Court of Claims Act, all claims arising out of a contract must be filed within five years after the claim accrues.

SAME—bonds, actions on—limitations period. Section 13—206 of the Code of Civil Procedure provides that actions on bonds shall be commenced within 10 years after the action accrues.

SAME—bond coupons—highway issue—limitations period expired—claim dismissed. A claim for the payment of bond coupons which were attached to bonds issued pursuant to a State highway bond issue in 1924 was dismissed as barred by the statute of limitations, since the cause of action arose in 1934 and was clearly barred many years ago.

SOMMER, J.

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

Finds that the Claimant has presented for payment bond' coupons stating on their face that "On the First Day of Mar. 1934, the State of Illinois Promises to Pay to Bearer Forty Dollars." These coupons came attached to bonds issued pursuant to a State highway bond issue of June 1, 1924. The coupons were for interest to be paid each year of the life of the bonds.

This Court finds that the coupons are not currency with an indefinite life, but rather are evidence of indebtedness payable on a stated date.

The Court of Claims Act provides:

“Sec. 22 (a). All claims arising out of a contract must be filed within 5 years after it first accrues * * *.” (Ill. Rev. Stat. 1985, ch. 37, par. 439.22(a).)

The Code of Civil Procedure provides:

“Sec. 13—206. * * * actions on bonds * * * shall be commenced within 10 years next after the cause of action accrued * * *.” (Ill. Rev. Stat. 1985, ch. 110, par. 13—206.)

Additionally, this Court finds that a cause of action for payment on the coupons arose in March 1934. Therefore, under either of the above acts, the claim was barred by the statute of limitations many years ago. This Court has no jurisdiction to hear this claim. Therefore it is ordered that this claim be dismissed with prejudice.

(No. 89-CC-0833—Claim denied.)

**GEUPEL DEMARS, INC., Claimant, v. THE STATE OF ILLINOIS,
Respondent.**

Order filed June 12, 1989.

FRED R. BIESECKER and GEORGE W. WOODCOCK, for
Claimant.

NEIL F. HARTIGAN, Attorney General (LANCE JONES,
Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—corrective work on contract—stipulated settlement exceeded amount remaining in department's budget—claim denied. Even though the Claimant and the Capital Development Board entered into a stipulation for the settlement of claims between the parties, including corrective work required of the Claimant, the Court of Claims was required to reject the stipulation and deny the claim, since the amount of the settlement exceeded the amount of money remaining in the Boards budget, but for purposes of the legislature's potential consideration of the matter, the stipulation was found to have been reached in good faith.

MONTANA, C.J.

This cause comes on to be heard on the stipulation of judgment and joint motion for entry of judgment filed

by the Claimant, Geupel DeMars, Inc., and the Respondent, Illinois Capital Development Board (hereinafter referred to as the CDB), due notice having been given, and the Court being advised:

In pertinent part, said stipulation and motion states as follows:

“1. On October 3, 1988, Geupel DeMars commenced this action by filing its Complaint against the CDB. Said Complaint claimed damages in the principal amount of **\$395,485.87**.

2. On February 17, 1989, Geupel DeMars and the CDB entered into an agreement to settle the claims made in said Complaint, as well as other claims asserted by the CDB against Geupel DeMars for corrective work. A copy of the letter agreement containing the terms of the settlement between Geupel DeMars and the CDB is attached hereto and made a part hereof, marked as Exhibit A.

3. The CDB represents that the only remaining funds in its budget for the Vienna Medium Security Correctional Center is the unpaid balance of Geupel DeMars' contract amount, which is **\$51,764.87**.

4. As set forth in Exhibit A, the parties have agreed on the disposition of the **\$51,764.87** contract balance. Therefore, Geupel DeMars hereby withdraws, without prejudice, the claim made in paragraph 18 of its Complaint herein for the unpaid contract balance of **\$51,764.87**.

5. Geupel DeMars and the CDB agree that the Court should enter judgment forthwith in favor of Geupel DeMars and against the CDB in the total amount of One Hundred Thirty-three Thousand Two Hundred Eighty-one Dollars (**\$133,281.00**). This stipulated judgment amount is in full settlement of all claims made by Geupel DeMars in its Complaint herein, except the claim for the remaining contract balance of **\$51,764.87**.”

This Court is not bound by such stipulations and motions and we cannot acquiesce in approving the motion and stipulation at bar. The reason we cannot do so is that, with the exception of the amount remaining due on the contract, no money remained in the CDB budget to cover the cost of the settlement. For that reason the claim must be denied.

However, for purposes of potential consideration of the legislature, the Court finds that the settlement agreement appears to have been reached through negotiations done in good faith between the parties.

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

(No. 89-CC-1769—Claimant awarded \$530,680.53 plus interest.)

JAY STEINBERG, Trustee of the Estate of Klingberg Schools,
Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed January 5, 1989.

TORSHEN, SCHOENFIELD & SPREYER, LTD. (MARK SCHOENFIELD, of counsel), for Claimant.

DELIHAH BRUMMET, of the Department of Mental Health and Developmental Disabilities, for Respondent.

STIPULATIONS—judgment of Bankruptcy court against Department of Mental Health and Developmental Disabilities—claim awarded. Based on the joint stipulation of the parties, a claim for a judgment by the United States Bankruptcy Court against the Department of Mental Health and Developmental Disabilities for withholding contractual sums due and owing was awarded, and the stipulation included a provision that the jurisdiction of the Court of Claims would be limited to achieving payment of the judgment and interest, not the merits of the claim or any other issue.

MONTANA, C.J.

This claim is before the Court on the parties' joint stipulation. The stipulation reads in relevant part as follows:

"1. On March 14, 1986 the United States Bankruptcy Court for the Northern District of Illinois Eastern Division entered a judgment of \$530,680.53 against Illinois Department of Mental Health and Development Disabilities, (hereafter DMH/DD) in favor of the Trustee. The Court found that DMH/DD had violated sections of the Bankruptcy code in withholding contractual sums due and owing to the Klingberg Schools.

2. DMH/DD pursued an appeal to the United States District Court of Illinois. Judge Aspen of the District Court in an Order dated November 25, 1986 affirmed the ruling of the bankruptcy Court. (A copy of the Order was attached to the complaint.)

3. DMH/DD thereafter filed an appeal to the Seventh Circuit Court of Appeals. On January 13, 1988 the Seventh Circuit affirmed the ruling of the District Court. (A copy of the Order was attached to the complaint.)

4. The time for any further appeals has expired.
5. All contractual funds in question predate the year **1981** and have long since lapsed.
6. The Trustee has agreed to pursue collection of his entered judgment via the Court of Claims for a period of time to and including June 30, **1989**. If the Court of Claims has not approved this stipulation and the legislature has not appropriated the funds by said date, the Trustee reserves the right to pursue other avenues of collection.
7. The Bankruptcy Court on September **16, 1988** entered an order affirming that post-judgment interest would run on the judgment of \$530,680.53 from the date of entry of the judgment March **14, 1986** until payment.
8. The amount of post-judgment interest through December 31, 1988 will be **\$111,837.55** and an additional **\$117.33** will accrue each day thereafter.
9. The parties enter this stipulation for the Court of Claims to approve the awarding of the principle [*sic*] judgment in the sum of \$530,689.53 plus interest of **\$111,837.55** to the Trustee and seek such appropriation from the legislature. In the event that the above amount is not paid [*sic*] to the Trustee by December **31, 1988** an additional **\$117.33** per day should be added to the above stipulated interest amount.
10. The parties have agreed that this claim should be filed in the Court of Claims for the limited purpose of having the judgment and interest paid through inclusion of this obligation in an appropriation by the State of Illinois.
11. The parties further agree that the jurisdiction of the Court of Claims shall be limited to achieving payment of the judgment and interest and not the merits of the claim or any other issue, and that the Trustee shall have the right to withdraw this matter from the Court of Claims and pursue collection of the judgment and post-judgment interest by other means which the Trustee believes are available to the Estate after June 30, 1989."

We have reviewed the record. The joint stipulation is corroborated by the record. There is nothing more for us to consider. In claims such as the one at bar, the Court of Claims is but a vehicle for payment.

Accordingly, it is hereby ordered that the Claimant be, and hereby is, awarded the sum of **\$530,680.53** plus interest in the amount of **\$111,837.55** accruing through December **31, 1988**, and interest in the amount of **\$117.33** each day thereafter until the Office of the Clerk of the Court of Claims vouchers payment of the award.

**LAW ENFORCEMENT OFFICERS, CIVIL
DEFENSE WORKERS, CIVIL AIR PATROL
MEMBERS, PARAMEDICS, AND
FIREMEN COMPENSATION ACT**

**OPINIONS NOT PUBLISHED IN FULL
FY 1989**

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 or \$50,000.00 if such death occurred on or after July 1, 1983, 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.

86-CC-0279	Cottier, Laura; Conti, Linda M.; & Sinclair, Robert S.	\$50,000.00
87-CC-0416	Bryja, Sharon A.	50,000.00
88-CC-1667	Jackson, Artis; Jackson, Brian; Harrison, Gayle; & King, Ansonia	50,000.00
88-CC-1726	Morrison, Mary K.	50,000.00
88-cc-2596	Blakey, Queenie & Reed, Cassandra	50,000.00
88-CC-3346	OConnor, Shirley Ann	50,000.00
88-cc-3834	Allen, Sally A.	20,000.00
88-cc-3835	Brown, Pamela	20,000.00
88-CC-3961	Jarema, Susan M.	50,000.00
88-CC-4275	Bensyl, Janice	50,000.00
88-cc-4542	Mathews, Laura A.	50,000.00

89-CC-0254	Ellis, Evelyn M.	50,000.00
89-CC-0960	Ruii, Peter	50,000.00
89-CC-1765	Rowell, Brenda	50,000.00

**CASES IN WHICH ORDERS OF AWARDS
WERE ENTERED WITHOUT OPINIONS
FY 1989**

79-CC-1110	Blaise, Inc.	\$285,497.72
80-CC-2304	Gilbane Building Co.--Environment Seven, Ltd.	63,000.00
81-CC-0293	A C & S, Inc.	7,000.00
83-cc-1833	Crowley, Joseph G.	1,200.00
83-CC-2156	Zessinger, Jerry; Zessinger, Debra; & Zessin- ger, Jerry; on behalf of next of kin of Todd Zessinger, Dec'd	60,000.00
84-CC-1554	Ecker, M., & Co.	195,000.00
84-CC-1814	Ferry & Henderson Architects	120,000.00
84-cc-2103	Transamerica Insurance	61,000.00
84-cc-3556	Transamerica Insurance	(Paid under claim 84-CC-2103)
85-CC-0146	TPC Transportation Co.	12,000.00
85-CC-0153	Giuliani, Joseph	1,200.00
85-CC-0326	Temmen, Pamela J.	20,000.00
85-cc-0624	Torco Oil Co.	30,000.00
85-cc-1986	Stuckey, Chiquita & Brown, Betty	3,480.00
85-cc-2086	Midland Finance Co., as Subrogee of Eliza- beth Goldsby	1,843.92
85-cc-2964	Continental Illinois National Bank & Trust of Chicago, Exr. of the Estate of John L. Sims	8,163.67
86-cc-0366	Lesure, Mae Linda; Admr. of the Estate of R.C. McNeal, Dec'd	10,000.00
86-cc-1640	Waldroup, Alonzo	150.00
87-CC-0300	Certified Grocers Midwest	8,000.00
87-CC-0334	Skewes, Patricia L.	16,500.00
87-CC-0812	Aukstolis, William	688.50
87-CC-1531	Boyd, Gregory	3,000.00
87-CC- 2636	Crayton, Janora Ann	136.00
87-CC- 2909	Torda, T. Paul	2,400.00
87-CC-3180	Johnson, Jarrett	2,256.80
87-CC-4112	Thompson, Jerry; Gallagher, T. Jordan; Fuenty, Robert R.; & Klein, Kurt P.; d/b/a Gallagher, Fuenty & Klein	15,000.00
88-cc-0126	Ford Motor Co.	14,071.41
88-cc-0180	Williams, James, Jr.	15,000.00

88-CC-0398	Hulslander, Fawn R.	900.00
88-CC-0537	Chicago Commons Association	28,221.18
88-CC-1557	Arnopolin, Suzanne L.	149.40
88-CC-1929	Castelli, Donna M.	207.66
88-CC-2080	Marlowe, Dean A.	102.16
88-CC-3238	Copeland, Samuel L.	(Order by the Court that Board of Governors of the State Colleges & University of Illinois shall pay Claimant Samuel L. Copeland \$10,000.00)
88-CC-4394	Monge, Julio; Ringler, Brian; Walker, Paula; & Colonius, James	. 400.94
88-CC-4467	Ellsworth, Susan	4,200.00
88-CC-4535	Gutierrez, Rolando	866.73

**CASES IN WHICH ORDERS OF
DISMISSAL WERE ENTERED
WITHOUT OPINIONS
FY 1989**

76-CC-1998 Sexton, Doris; Admr. of Estate of Gerald Holzhauer,
Dec'd

76-CC-2250 Maddox, Leah

77-CC-1812 Zeglin, Zane R.

78-CC-0702 DeLos Santos, Alfredo

78-CC-1060 Sweeney, Kathleen P.; Exr. of Estate of Patricia Greene
Jacobson, Dec'd

78-CC-1268 Basler, Larry

78-CC-1895 Holman, Margery Jean; Special Admr. of Estate of Floyd
Holman, Dec'd

79-CC-0530 Page, Alan

80-CC-0013 Riley, Robert

80-cc-0411 Gruen, Elmer L.

80-CC-1580 Green, Lawrence

80-CC-1667 Meyer, Howard J.

80-CC-1668 Scheller, Jerome P.

80-cc-1669 Taylor, Thomas

81-CC-0037 Edwards, Ora; as Mother & Admr. of Estate of Henry L.
Edwards, Dec'd

81-CC-0045 Rubin, Jack M.

81-CC-0176 Marabain, Aram; Estate of

81-CC-0396 Anderson, Clarence

81-CC-0467 Johnson, Lawrence H.

81-CC-0483 Barnes, Betty

81-CC-0512 Carlberg, Eugene Edward

81-CC-0655 Buchanan, Ida Mae

81-CC-0683 Owen, Wanda J.

81-CC-1850 Brown, Arthur

81-CC-2087 Morrisette, Ruth; Admr. of Estate of John A. Mor-
risette, Dec'd

82-CC-1151 Stephenson, Kenneth

82-CC-1465 Thompson, Mary, Hospital

82-CC-1472 Thompson, Mary, Hospital

82-CC-1626 Thompson, Mary, Hospital

82-CC-1665 Thompson, Mary, Hospital

82-CC-1699 Thompson, Mary, Hospital

- 82-CC-1913 Hamilton, Cordelia
82-CC-1918 Patera, Robert B.
82-CC-1977 Wolfe, Joyce
82-CC-1978 Boitnott, James L.
82-CC-2042 Mendoza, Ophelia
82-CC-2107 Haight, Joan
82-CC-2211 Damron, Ronald
82-CC-2250 Dubach, Robert V.
83-CC-0193 Gordon, James R.
83-CC-1733 Kerkett, Vincent L.
83-CC-2462 Suggs, Ovelia
83-CC-2635 Jackson, Laura H.
83-CC-2777 Reese, Michael, Hospital
84-cc-0439 Fisher, Stephen D.
84-CC-0586 Russell, Christine
84-cc-0862 Chicago, City of
84-cc-1058 McGrath, Patrick J.
84-cc-1985 Khan, Aman, M.D.
84-cc-2225 Cook, James
84-cc-2521 Moreno, Luz Romo; Admr. of Estate of Haunai Ann Holt, Dec'd, & Moreno, Luz Romo; Guardian of Dana Chang, Minor
84-CC-2680 Clelland, David; Admr. of Estate of Leslie Clelland, Dec'd
84-CC-2973 Krischez, Dolores
84-CC-2976 Sannenger, Bernice
84-CC-2977 Michaels, Jean
84-CC-2978 Skonetski, Donna
84-CC-2980 Stacy, Sandra
84-cc-3044 Reese, Michael, Hospital
85-cc-0024 Christensen, James, Sr.; Admr. of Estate of Mark B. Christensen, Dec'd
85-cc-0038 Croney, Thurman
85-cc-0102 Pigott, Leonard F.; Tutor of Succession of Curtis Eulan Hale
85-cc-0124 Shockey, Marilyn
85-CC-0162 Clark, Gail; Guardian of Estate of Robert V. Clark, Minor
85-cc-0163 Ganger, Frank W., Sr.
85-cc-0221 Weide, Denise; Admr. of Estate of Rudy Pena Weide, Dec'd

- 85-cc-0342 Egan Marine Corp. & U.S. Fire Insurance Co., Subrogee
of Egan Marine
- 85-cc-0344 Reese, Michael, Hospital
- 85-cc-0464 Zipperich, Paul; a Minor, by his Father William Zipperich
- 85-CC-0507 Reese, Michael, Hospital
- 85-cc-1289 Hartman, Bruce C.
- 85-CC-1326 Noga, Lillian; Individually & as Admr. of Estate of John
Noga, Dec'd
- 85-CC-1346 Winch, Mary
- 85-CC-1472 Martin, Katherine
- ~~85-cc-1635~~ Acme Propane
- 85-CC-1675 Xerox Corp.
- 85-CC-1774 Bohannon, Rosemary
- 85-CC-1896 Ryan, William
- 85-CC-2111 Benas, Quinshun; a Minor, by Mattie Benas, Mother &
Next Friend**
- 85-cc-2251 Lake Shore Oil Co. & GMC Enterprises
- 85-cc-2279 Washington, Wardell
- 85-CC-2711 Jackson, Donell
- 86-CC-0058 Pilapil, Virgilio R., M.D.
- 86-cc-0163 Grobart, Gayle
- 86-CC-0169 Schaeffer, Benet & Jennifer
- 86-cc-0339 Adams Door Co.
- 86-CC-0403 Olympia Fields Osteopathic Medical Center
- ~~86-cc-0451~~ Golubski, Beverly M.
- 86-CC-0453 Kavanaugh, Michael
- 86-CC-0481 Devine, Darrell L.
- 86-CC-0537 LaJeunesse, Kenneth J.; Admr. of Estate of Rosemary
LaJeunesse, Dec'd
- 86-CC-0705 Lawrence, Clifford L., Sr.
- 86-CC-1097 Royal Chrysler Plymouth, Inc.
- 86-CC-1297 Woodfield Ford Sales
- 86-CC-1422 Vjestica, Nikola
- 86-CC-1511 Atchison, Topeka & Santa Fe Railway Co.
- 86-cc-1804 Murray, Bernard
- 86-CC-1805 Corbett, William
- 86-CC-1916 Campos, Jesse & Francine
- 86-cc-1966 Villa, Nicole
- ~~86-cc-1968~~ Case Power & Equipment
- 86-CC-2055** St. John's Hospital
- 86-CC-2197 Xerox Corp.

- 86-CC-2222 Anaszewicz, Michael
86-CC-2330 Haas, Daniel Thomas
86-CC-2387 Grenier, Nicole & Judy
86-CC-2398 Anthony, Clarence
86-cc-2509 Robinson, Carl E.; Admr. of Estate of Beverly M.
Robinson, Dec'd
86-CC-2540 Pappas, Marsha C.; Admr. of Estate of Marla Salingue,
Dec'd
86-CC-2592 Trone, Carl J. & Ada; Admr. of Estate of Anna Marie
Trone, Dec'd
86-CC-2857 Frederickson, Dennis
86-CC-2859 Schultz, Peter D.
86-CC-2907 Adams, Verril J. (Couser)
86-CC-2918 Rivera, Julio
86-CC-2957 Casurella, Marilyn
86-CC-3005 Gardner, William P.
86-CC-3024 Clemmer, Almyr Richard
86-CC-3037 Tepper, Edward J., for use of Allstate Insurance
86-CC-3156 Xerox Corp.
86-CC-3185 Beranek, Junior B.
86-CC-3221 Central Office Equipment
86-CC-3239 Ramsey, Arthur
86-cc-3311 Brown, James E.
86-CC-3330 Foos, Todd
86-cc-3331 Gutterman, Jeffrey
86-CC-3348 Kawa, Luella
86-cc-3379 Fuda, Leo
86-CC-3437 Smith, Johnny
86-CC-3440 Till, Edith
86-CC-3538 Murthy, Keshava, M.D.
87-CC-0054 Swedish American Hospital
87-CC-0060 Day, Danny & Hemminger, Sally; Special Admr. of
Estate of Lisa Day, Dec'd
87-CC-0085 Prowell, James S.
87-CC-0087 Aroonsakul, Chaovane, Dr.
87-CC-0172 Velarde, Carlos
87-CC-0173 Leatherman, Roy
87-CC-0184 Xerox Corp.
87-CC-0187 Xerox Corp.
87-CC-0225 Davis, Percy
87-CC-0226 Ruffner, Steven William

- 87-CC-0319 American Overhead Door Co.
 87-CC-0323 Harris, Otho Lee
 87-CC-0385 Howard, William
 87-CC-0434 State Farm Insurance Co., Subrogee of Lois Cody
 87-CC-0437 Hollingsworth, Gene, M.D.
 87-CC-0494 Northern Credit Service
 87-CC-0507 Reese, Viola Kathryn; Reese, James M., Jr.; Reese, Idesha; & Reese, James M. III
 87-CC-0518 McNair, George
 87-CC-0523 Malik, Rashidah, M.D.
 87-CC-0524 Malik, Rashidah, M.D.
 87-CC-05% Malik, Rashidah, M.D.
 87-CC-0526 Malik, Rashidah, M.D.
 87-CC-0537 Coles, Rosie
 87-CC-0552 Teleconcepts, Inc.
 87-CC-0722 Martin, Charles
 87-CC-0822 Martin, A.M. & Mazurek, Jan
 87-CC-0835 Sanders, Chester L.
 87-CC-0908 Barding, Paul & Lois
 87-CC-0944 McGuire Reporting Service
 87-CC-0955 Weis, Howard
 87-CC-1043 Coglianesse, Rosanna; Individually & as Parent & Next Friend of Virginia Coglianesse
 87-CC-1080 Ware, Joseph
 87-CC-1085 Eisenbraun, Dal
 87-CC-1147 Wonder Lake Fire Protection District
 87-CC-1216 Seaberry, Nate
 87-CC-1221 Thomas, Steven
 87-CC-1230 Children's Home & Aid Society of Illinois
 87-CC-1265 Blackwell, Leon
 87-CC-1407 Watson, Kelvin
 87-CC-1476 Librizzi, Joseph S.
 87-CC-1572 Kellner, M. J., Co.
 87-CC-1799 Birdco Fabricators
 87-CC-1839 Xerox Corp.
 87-CC-1840 Xerox Corp.
 87-CC-1857 Xerox Corp.
 87-CC-1871 Xerox Corp.
 87-CC-1950 McGowan, Lucille
 87-CC-1957 Globe Glass & Mirror Co.
 87-CC-1959 Globe Glass & Mirror Co.

87-CC-1996	Wang Laboratories
87-CC-2149	Feakes, Roy Allen
87-CC-2197	Help at Home, Inc.
87-CC-2198	Help at Home, Inc.
87-CC-2208	Help at Home, Inc.
87-CC-2213	Help at Home, Inc.
87-CC-2226	Help at Home, Inc.
87-CC-2237	Help at Home, Inc.
87-CC-2243	Help at Home, Inc.
87-CC-2245	Help at Home, Inc.
87-CC-2247	Help at Home, Inc.
87-CC-2264	Help at Home, Inc.
87-CC-2271	Help at Home, Inc.
87-CC-2273	Help at Home, Inc.
87-CC-2274	Help at Home, Inc.
87-CC-2275	Help at Home, Inc.
87-CC-2278	Help at Home, Inc.
87-CC-2282	Help at Home, Inc.
87-CC-2292	Help at Home, Inc.
87-CC-2294	Help at Home, Inc.
87-CC-2299	Help at Home, Inc.
87-CC-2301	Help at Home, Inc.
87-CC-2304	Help at Home, Inc.
87-CC-2306	Help at Home, Inc.
87-CC-2311	Help at Home, Inc.
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87-CC-2313	Help at Home, Inc.
87-CC-2314	Help at Home, Inc.
87-CC-2315	Help at Home, Inc.
87-CC-2316	Help at Home, Inc.
87-CC-2321	Help at Home, Inc.
87-CC-2322	Help at Home, Inc.
87-CC-2323	Help at Home, Inc.
87-CC-2324	Help at Home, Inc.
87-CC-2325	Help at Home, Inc.
87-CC-2326	Help at Home, Inc.
87-CC-2330	Help at Home, Inc.
87-CC-2333	Help at Home, Inc.
87-CC-2334	Help at Home, Inc.
87-CC-2336	Help at Home, Inc.
87-CC-2337	Help at Home, Inc.

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87-CC-2394 Help at Home, Inc.
87-CC-2402 Help at Home, Inc.
87-CC-2403 Help at Home, Inc.
87-CC-2404 Help at Home, Inc.
87-CC-2406 Help at Home, Inc.
87-CC-2413 Help at Home, Inc.
87-CC-2414 Help at Home, Inc.
87-CC-2418 Help at Home, Inc.
87-CC-2419 Help at Home, Inc.
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87-CC-2421 Help at Home, Inc.
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87-CC-2424 Help at Home, Inc.
87-CC-2425 Help at Home, Inc.
87-CC-2426 Help at Home, Inc.
87-CC-2428 Help at Home, Inc.

- 87-CC-2429 Help at Home, Inc.
87-CC-2430 Help at Home, Inc.
87-CC-2431 Help at Home, Inc.
87-CC-2434 Help at Home, Inc.
87-CC-2444 Help at Home, Inc.
87-CC-2450 Help at Home, Inc.
87-CC-2601 Potts, Derrick
87-CC-2614 Ortiz, Domitilo
87-CC-2637 Help at Home, Inc.
87-CC-2641 Help at Home, Inc.
87-CC-2646 Help at Home, Inc.
87-CC-2674 Help at Home, Inc.
87-CC-2675 Help at Home, Inc.
87-CC-2681 Help at Home, Inc.
87-CC-2682 Help at Home, Inc.
87-CC-2684 Help at Home, Inc.
87-CC-2699 Help at Home, Inc.
87-CC-2702 Help at Home, Inc.
87-CC-2777 Francisco, Michael
87-CC-2808 Federal Deposit Insurance Corp.
87-CC-2862 Handy Auto Sales & Rentals
87-CC-2883 Thomson, Brian K.
87-CC-2940 Shawnee Development Council
87-CC-2950 Bennett, Timothy J.
87-CC-2991 Gillis, Nathan
87-CC-3027 Xerox Corp.
87-CC-3058 Anderson, Heather; Minor by Debra Anderson, &
Anderson, Debra & Anderson, Kenneth
87-CC-3060 Wilson, Nancy
87-CC-3320 Cook County Hospital
87-CC-3416 Peoria Marine Construction, Inc.
87-CC-3477 Xerox Corp.
87-CC-3587 Sebat Swanson Banks Garman & Townsley
87-CC-3608 Passavant Area Hospital
87-CC-4067 Royal Dental Manufacturing, Inc.
87-CC-4128 Cowely, John F., Jr.
87-CC-4141 Sullivan, Terrence J.
87-CC-4164 Williams, Dwight
87-CC-4187 Hayden, Todd R.
87-CC-4278 Kilhafner, Katherine K.
88-cc-0130 Healy, Thomas

- 88-CC-0148 Hamm, Deborah K.
88-CC-0177 St. Joseph Medical Center
88-cc-0239 Metlow, Patsy
88-cc-0249 Glasrock Home Health Care
88-cc-0304 Cook County Hospital
88-CC-0308 Enabnit, Lora M.; Admr. of Estate of Harlan C. Cook,
Dec'd
88-CC-0506 Richland County & Richland Memorial Hospital
88-CC-0508 Catsiapis, George
88-CC-0511 Allen, Fred J., Jr.
88-CC-0551 Larson, Harvey E.
88-CC-0563 Connolly, Jane
88-CC-0565 Sturgis, Aubrey, Jr.
88-CC-0701 Winters, Clyde Ahmad
88-CC-0710 Help at Home, Inc.
88-CC-0712 Help at Home, Inc.
88-CC-0713 Help at Home, Inc.
88-CC-0716 Help at Home, Inc.
88-CC-0717 Help at Home, Inc.
88-CC-0718 Help at Home, Inc.
88-CC-0723 Help at Home, Inc.
88-CC-07% Help at Home, Inc.
88-CC-0726 Help at Home, Inc.
88-CC-0728 Help at Home, Inc.
88-CC-0729 Help at Home, Inc.
88-CC-0741 Community College Dist. 508
88-CC-0743 Community College Dist. 508
88-CC-0882 Orthopedic Assn. of Naperville, S.C.
88-cc-0900 Smith, Donald
88-cc-0969 McCorkle Court Reporters
88-cc-1022 Voudrie, Margaret
88-CC-1059 Grabowski, Geniel M.
88-cc-1089 Holland, William
88-cc-1101 Liszewski, Gerald A.
~~88cc-1118~~ ABM, Inc.
88-cc-1144 Pilapil, Virgilio R., M.D.
88-CC-1148 Olson, Gloria
88-CC-1158 Rochelle Perkins
88-cc-1166 Larson, Harvey E.
88-CC-1169 Vela, Ruby L.
~~88cc-1236~~ Coles County Council on Aging

- 88-CC-1297 Harrisburg Medical Center
~~88-cc-1338~~ Roscor Corp.
88-CC-1361 Bluff Medical Center
88-CC-1426 United States Fidelity & Guaranty Co.
88-CC-1462 A-1 Lock, Inc.
88-CC-1506 Office Supply Co.
88-CC-1508 Tapsco, Inc.
88-CC-1530 Elmhurst Cemetery Co.
88-CC-1580 Action Office Supply
88-CC-1593 Mt. Greenwood Cemetery
88-CC-1616 Person, Sandra; Individually & as Mother & Next Friend
of Jameekah Gill, a Minor
88-cc-1641 Northeastern Illinois University
88-CC-1642 Northeastern Illinois University
88-CC-1643 Northeastern Illinois University
88-CC-1646 Virgil, Ethel
88-CC-1675 Herrli, Ernest
88-CC-1676 Clay, Thomas G.
88-CC-1687 American Indian Center of St. Louis, Missouri and Three
Rivers Drum
88-CC-1697 Speidel, Arland
88-CC-1731 Haney, Myron L.
88-CC-1732 Miller Monument Co.
88-CC-1760 Bonovitz, Dorothy M.
88-CC-1773 Bradshaw, Jeannie
88-CC-1776 Woodlawn Memorial Park
88-CC-1798 Killeen, Richard J.
88-cc-1832 Reese, Hurschel A., Jr.
88-CC-1835 O'Heron, John J., Jr.
88-cc-1836 Adams, Mattie O.
88-CC-1873 Soderlund Bros., Inc.
88-CC-1892 Bowman, Charles L.
88-CC-1894 Ford County
88-CC-1895 Ford County
88-CC-1897 White County Sheriff Dept.
88-CC-1898 Perry County Sheriff Dept.
88-CC-1912 Marion County Sheriff
88-CC-1920 Coles County Sheriff
88-CC-1921 Mercer County Sheriff
88-cc-1922 Mercer County Sheriff
88-CC-1935 Ocambo, Liborio

- 88-CC-1945 Upjohn Healthcare Services
 88-CC-1947 St. Clair County Sheriff Dept.
 88-CC-1960 Cresap, McCormick & Paget
 88-CC-1993 Reynolds, James
 88-CC-2013 Brown County Sheriff Dept.
 88-CC-2018 Peoria County Sheriff
 88-CC-2025 Slaughter, Lee Earl
 88-CC-2030 Kankakee County Sheriff
 88-CC-2031 Avionics Specialist, Inc.
 88-CC-2032 Avionics Specialist, Inc.
 88-CC-2033 Avionics Specialist, Inc.
~~88-CC-2075~~ Elder Power
 88-CC-2079 Metal Air Co. #II
 88-CC-2090 Heritage Memorials
88-CC-2106 Earlywine, David A.
 88-CC-2123 Cochran, Marilee T.
 88-CC-2157 E & M Monuments
 88-CC-2167 Xerox Corp.
 88-CC-2203 Oak Ridge Cemetery
 88-CC-2204 Adams County Sheriff
 88-CC-2220 McGrath, Elmer H.
 88-CC-2238 Commonwealth Edison Co.
 88-CC-2274 Tapsco, Inc.
 88-CC-2289 DeSchepper, Dean
 88-CC-2319 Green, Kenneth O., M.D.
 88-CC-2328 Williams, Ray
 88-CC-2330 Wayne County Sheriff Dept.
 88-CC-2338 Copley Memorial Hospital
 88-CC-2365 Clark County Sheriff
 88-CC-2374 Schwitters, Carolyn
 88-CC-2376 Noel, Violet; Admr. of Estate of Wayne L. Noel, Dec'd
~~88-CC-2388~~ Office Store Co.
 88-CC-2407 Consultants in Neurology
 88-CC-2408 Consultants in Neurology
 88-CC-2414 Champaign County Sheriff Dept.
 88-CC-2415 Champaign County Sheriff Dept.
 88-CC-2416 Champaign County Sheriff Dept.
 88-CC-2417 Champaign County Sheriff Dept.
 88-CC-2471 Collinsville Hilton
 88-CC-2505 Alexander Manufacturing Co.

- 88-CC-2507 Hernandez, Danny
88-CC-2513 Yarborough, Willie Mae
88-cc-2523 Stark County Sheriff
88-cc-2524 Lake Land College
88-cc-2543 Rush-Presbyterian-St. Luke's Medical Center
88-cc-2545 Cook, Dorothy
88-CC-2556 Henry County Sheriff
88-CC-2568 Liberty Advertising Agency
88-CC-2637 Berryman, Mae R.
88-CC-2664 Bismarck Hotel
88-CC-2669 Arlington Industries
88-CC-2672 Griffin, Steven Eugene
88-CC-2767 Daniel, Norris
88-CC-3101 Deleuw, Cather & Co.
88-CC-3102 Al-Alamin, Mustafa
88-CC-3148 Tupa, Lillian
88-CC-3150 Stokes, Chester
88-CC-3151 Hartfield, John
88-CC-3189 **Calloway, Gerald**
88-CC-3218 Young, **Olis N.** & Young, Annie L.
88-CC-3239 Dental Arts Laboratory, Inc.
88-CC-3263 Dillard, Phillip
88-CC-3342 Kayhan International
88-cc-3344 Friedman, Michael Merele A.
88-CC-3374 Dental Arts Laboratory, Inc.
88-cc-3377 Silkworm, Inc.
88-cc-3384 Smith, Thomas William, Jr.
88-CC-3392 Dixon, Paul M.
88-CC-3393 Office Store Co.
88-cc-3402 Smith, Robert
88-cc-3434 Holman, Richard L.
88-cc-3460 Globe Class & Mirror Co.
88-CC-3563 Meuch, Vera
88-cc-3575 Chicago Health Dept.
88-CC-3576 Chicago Health Dept.
88-CC-3677 Cocker, Scott Alan
88-CC-3705 Clay, Joseph E.; by his Guardian, Edward R. Clay; Clay,
Edward R.; Clay, Judith A.; Rumble, Mary E.; & Clay,
Christopher
88-CC-3742 Action Office Supply
88-CC-3764 Lawson Products

- 88-CC-3765 Clearbrook Center
 88-CC-3768 Bradshaw, Ronald
 88-CC-3769 Adams, Michael
 88-cc-3777 Wang Laboratories, Inc.
 88-CC-3778 Wang Laboratories, Inc.
 88-CC-3780 Wang Laboratories, Inc.
 88-CC-3807 Glass, Anthony J.
 88-CC-3870 Laraia, Anthony
 88-CC-3881 Endicott, Madge A.
 88-CC-3899 Office Supply, Inc.
 88-CC-3949 Ransom, Michael
 88-CC-4016 Link Clinic/Dr. Pulito
 88-CC-4019 Link Clinic/Dr. Tuli
 88-CC-4073 Yarbrough, Robert
 88-CC-4074 Twin Tele-Communications
 88-CC-4079 Twin Tele-Communications
 88-CC-4081 Twin Tele-Communications
 88-CC-4084 Twin Tele-Communications
 88-CC-4096 Marathon Petroleum
 88-CC-4101 Marathon Petroleum
 88-CC-4117 Orthopaedic Surgeons
 88-CC-4152 Robbins, Evelyn M.
 88-CC-4185 Barton, John J., M.D.
 88-CC-4191 Richmond, Dorwin
 88-CC-4232 Xerox Corp.
 88-CC-4240 Archway Lighting
 88-CC-4256 Crosby, Raymond
 88-CC-4258 Soto, James
 88-CC-4293 Niemiec, Suzanne; a Minor, by Marjean Niemiec, her
 Mother & Marjean Niemiec, Individually
 88-CC-4301 Thomson, Brian K.
 88-CC-4403 Larkin Home for Children
 88-CC-4406 Tindle, Nellie B.
 88-CC-4433 Bradfields Computer Supply
 88-CC-4434 Bradfields Computer Supply
 88-CC-4463 Brown, Robert
 88-CC-4474 Illinois Bell Telephone Co.
 88-CC-4475 Thoms Proestler Co.
 88-CC-4479 Brownlee, Joseph
 88-CC-4508 Baby Bear Child Care
 88-CC-4511 Lovelace, Eldridge

88-CC-4527 Rickard, Lois Lee
 88-CC-4540 Williams, James Earl
 88-CC-4552 Syntex Laboratories, Inc.
 88-CC-4570 Collinsville Hilton
 88-CC-4571 Collinsville Hilton
 88-cc-4573 Collinsville Hilton
 88-cc-4574 Collinsville Hilton
 88-cc-4575 Collinsville Hilton
 88-CC-4576 Collinsville Hilton
 88-cc-4577 Collinsville Hilton
 88-CC-4578 Collinsville Hilton
 88-CC-4591 Medical Service Plan
 88-cc-4593 Collinsville Hilton
 88-cc-4604 Illinois, University of, Board of Trustees
 88-CC-4625 Illini Supply, Inc.
 88-CC-4628 Watnick, Barry
 88-cc-4649 Central DuPage Hospital
 88-cc-4656 Segal, Marshall B., M.D.
88-CC-4657 IBM
 89-CC-0004 Chicago Hearing Society
 89-CC-0005 Chicago Hearing Society
 89-CC-0010 Chicago Hearing Society
 89-CC-0034 St. Therese Medical Center
 89-CC-0038 St. Therese Medical Center
 89-CC-0052 Western Illinois University
 89-CC-0086 By-Pass Auto Body
 89-CC-0087 By-Pass Auto Body
 89-CC-0088 By-Pass Auto Body
 89-CC-0091 By-Pass Auto Body
 89-CC-0092 By-Pass Auto Body
 89-CC-0117 Saalasti, Louise C.
 89-CC-0146 Days Inn
 89-CC-0149 Service Glass Co.
 89-CC-0179 Newell, Frank
 89-CC-0183 Meesriyong, Catherine
 89-CC-0193 Eureka College
 89-CC-0236 Illinois Bell Telephone Co.
 89-CC-0285 Kim, Cheung W.
 89-CC-0286 Gusewelle, Anne
 89-CC-0301 Calvert, Mary E.
 89-CC-0329 Glendale Heights Community Hospital

- 89-CC-0384 First Security Bank of Mackinaw
- 89-CC-0429 Murphy, Welton T.
- 89-CC-0430 Murphy, Welton T.
- 89-CC-0431 Murphy, Welton T.
- 89-CC-0432 Murphy, Welton T.
- 89-CC-0433 Murphy, Welton T.
- 89-CC-0434 Murphy, Welton T.
- 89-CC-0451 Ruoff, Gary E. & American Southern Insurance Co.
- 89-CC-0470 Suburban Hospital & Sanitarium
- 89-CC-0502 Western States Insurance Co.; Subrogee of Laraine
Robinson
- 89-CC-0506 Kennedy, John F., Medical Center
- 89-CC-0553 McCorkle Court Reporters, Inc.
- 89-CC-0554 McCorkle Court Reporters, Inc.
- 89-CC-0575 McCuaig, Adelaide S.
- 89-CC-0609 Help at Home, Inc.
- 89-CC-0663 Central Illinois Light Co.
- 89-CC-0694 Quality Inn Hotel Downtown Chicago
- 89-CC-0719 Earnest, Vera L.
- 89-CC-0756 Thomas, Michael
- 89-CC-0766 Association House of Chicago
- 89-CC-0768 Elsboltz, Mabel M.
- 89-CC-0780 Malek, Thomas
- 89-CC-0783 Rock Falls Township High School
- 89-CC-0796 Vega International Travel Service
- 89-CC-0798 Ogle, Elwood L. & Mildred F.
- 89-CC-0820 Kessler Distributing Co.
- 89-CC-0825 Williams, Louis H.
- 89-CC-0855 Davis, Leslie R.
- 89-CC-0857 George Alarm Co., Inc.
- 89-CC-0858 George Alarm Co., Inc.
- 89-CC-0866 George Alarm Co., Inc.
- 89-CC-0869 George Alarm Co., Inc.
- 89-CC-0874 Wagner, Nana E.
- 89-CC-0886 Illinois Farmers Insurance Co.; Subrogee of Matthew
Lazaro
- 89-CC-0887 A. Rollins Burdick Hunter Co.
- 89-CC-0924 General Electric Supply
- 89-CC-0930 Xerox **Corp.**
- 89-CC-0973 Xerox Corp.
- 89-CC-0982 Xerox **Corp.**

- 89-CC-0995 Universal Orthopedic Labs, Inc.
89-CC-1001 Canola, Rosalba
89-CC-1074 Community College Dist. 508, Board of Trustees of
89-CC-1086 Kurman, Michael
89-CC-1087 Jacobsen, Eugene
89-CC-1108 South Suburban College
89-CC-1111 Illinois Consolidated Telephone Co.
89-CC-1144 Larsom & Mitchell
89-CC-1184 Newman, William H., M.D.
89-CC-1208 Danville Area Community College
89-CC-1209 Danville Area Community College
89-CC-1212 Danville Area Community College
89-CC-1250 Parker Motor Supply, Inc.
89-CC-1332 Orthopedic Assoc.
89-CC-1388 Ramada Renaissance
89-CC-1418 IBM
89-CC-1438 Guth, Victoria
89-CC-1451 Community Home Environmental Learning Project, Inc.
89-CC-1457 Peoria City/County Health Dept.
89-CC-1470 Young, Michael
89-CC-1526 Naperville Radiologists
89-CC-1532 Savin State & Municipal
89-CC-1609 Naperville Radiologists
89-CC-1610 Haworth, Inc.
89-CC-1647 Illinois State University
89-CC-1648 Illinois State University
89-CC-1652 Springfield Hilton
89-CC-1654 Springfield Hilton
89-CC-1655 Springfield Hilton
89-CC-1657 Springfield Hilton
89-CC-1658 Springfield Hilton
89-CC-1711 Rush Presbyterian St. Luke Hospital
89-CC-1720 Abbott Laboratories
89-CC-1725 Beckmann Turf & Irrigation
89-CC-1726 Beckmann Turf & Irrigation
89-CC-1757 Leader Distributing, Inc.
89-CC-1801 Gottlieb Memorial Hospital
89-CC-1828 Byrd Watson Drug Co.
89-CC-1829 Byrd Watson Drug Co.
89-CC-1830 Byrd Watson Drug Co.
89-CC-1831 Byrd Watson Drug Co.

- 89-CC-1832 Byrd Watson Drug Co.
89-CC-1833 Byrd Watson Drug Co.
89-CC-1834 Byrd Watson Drug Co.
89-CC-1838 Kellum, Larry
89-CC-1859 Littner, Ner, M.D.
89-CC-1862 National Ben Franklin Insurance Co.
89-CC-1871 Brock, Dawn D.
89-CC-1924 Egghead Discount Software
89-CC-1925 Egghead Discount Software
89-CC-1927 Egghead Discount Software
89-CC-1928 Egghead Discount Software
89-CC-1931 Egghead Discount Software
89-CC-1932 Egghead Discount Software
89-CC-1934 Egghead Discount Software
89-CC-2030 Rademacher, Lon D., M.D.
89-CC-2042 Cardinal Glennon Children's Hospital
89-CC-2076 Medical Service Plan
89-CC-2093 Jays Foods, Inc.
89-CC-2095 Jones, Scott
89-CC-2129 Hoffman, H., Co.
89-CC-2161 Wang Laboratories, Inc.
89-CC-2170 Holiday Inn—Marion
89-CC-2214 Weir Chevrolet-Olds, Inc.
89-CC-2246 CU 1 Travel
89-CC-2266 Tillis, Darby
89-CC-2267 Cobb, Perry
89-CC-2281 Beckley-Cardy, Inc.
89-CC-2287 Quality Care
89-CC-2288 Quality Care
89-CC-2289 Quality Care
89-CC-2290 Quality Care
89-CC-2291 Quality Care
89-CC-2292 Quality Care
89-CC-2293 Quality Care
89-CC-2294 Quality Care
89-CC-2295 Quality Care
89-CC-2296 Quality Care
89-CC-2297 Quality Care
89-CC-2298 Quality Care
89-CC-2299 Quality Care
89-CC-2300 Quality Care

89-CC-2301	Quality Care
89-CC-2302	Quality Care
89-CC-2313	State Fire Marshal
89-CC-2361	Hampton Inn
89-CC-2363	Hampton Inn
89-CC-2453	Wang Laboratories
89-CC-2454	Wang Laboratories
89-CC-2455	Wang Laboratories
89-CC-2472	LSU Medical Center
89-CC-2530	Shepard's McGraw-Hill
89-CC-2558	Red Hill Community Unit School District #10
89-CC-2574	Camp Point Community Unit School District #3
89-CC-2580	Stadeker, Wilkie
89-CC-2586	Wyanet Community High School District #510
89-CC-2622	Community Care Systems, Inc.
89-CC-2623	Community Care Systems, Inc.
89-CC-2624	Community Care Systems, Inc.
89-CC-2625	Community Care Systems, Inc.
89-CC-2626	Community Care Systems, Inc.
89-CC-2627	Community Care Systems, Inc.
89-CC-2628	Community Care Systems, Inc.
89-CC-2631	Waltonville Community Unit School District #1
89-CC-2661	Woods, Cecil T.; by Bette H. Schoolman
89-CC-2719	McAvoy, Mark
89-CC-2729	Rizk, Mahfouz H., M.D.
89-CC-2761	Pleasant Hill Community Unit School District #3
89-CC-2791	Britt, Florence E.
89-CC-2894	St. Francis Medical Center
89-CC-3062	Japanese American Service Committee
89-CC-3071	McClendon, Marcus
89-CC-3076	Cavanagh, Tim
89-CC-3192	Fink, Charles W.
89-CC-3263	Parrish, Edith L.

**CASES IN WHICH ORDERS AND OPINIONS
OF DENIAL WERE ENTERED
NOT PUBLISHED IN FULL**

FY 1989

85-CC-0155 **Dynamic Heating & Piping**
85-CC-1264 **McGee, Robert Lee**
86-CC-0935 **Williams, Louis**
86-CC-1524 **Frankiewicz, Joan**
87-CC-0803 **Powell, George**
88-CC-1136 **Taylor Automotive Service**
88-CC-2149 **Cook County Dept. Public Health**
88-CC-3816 **Ruhl, Raymond G.**

CONTRACTS—LAPSED APPROPRIATIONS

FY 1989

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

79-CC-1103	Neiberger, Ellis J., D.D.S.	\$20,000.00
82-CC-2676	Chicago, City of	33,207.25
84-CC-0374	Kankakee Piping Systems	3,000.00
84-CC-2733	Central Office Equipment	180.62
86-CC-0510	Jenner and Block	666.84
86-CC-0708	David, Ariel, M.D.	100.00
86-CC-1873	Community College Dist. 508	104.00
86-CC-2407	Habilitative Systems	1,629.00
86-CC-2572	Wang Labs	2,662.75
86-CC-2871	St. Joseph Hospital	2,696.72
86-CC-2902	Upjohn Healthcare	9,243.27
86-CC-3026	Boblich, William E., M.D.	542.24
86-CC-3251	Damisch, John W.	2,972.00
86-CC-3333	Vega International Travel	1,122.80
86-CC-3338	Lott, Algerita	400.00
86-CC-3532	Illinois Masonic Medical Center	101.30
87-CC-0049	Visually Handicapped Managers of Illinois	966.18
87-CC-0243	Upjohn Healthcare	29,447.96
87-CC-0593	Lasley's Disposal Co.	40.00
87-CC-0634	Donoghue, Robert J.	2,129.84
87-CC-0940	McCuire Reporting Service	1,485.08
87-CC-0941	McCuire Reporting Service	1,085.45
87-CC-0942	McCuire Reporting Service	700.40
87-CC-0943	McCuire Reporting Service	1,194.05
87-CC-1229	Children's Home & Aid Society of Illinois	8,973.18
87-CC-1305	Community Care Systems, Inc.	1,584.00
87-CC-1391	McCorkle Court Reporters, Inc.	256.85
87-CC-1397	McCorkle Court Reporters, Inc.	538.15
87-CC-1523	Peoples Gas Co.	483.40
87-CC-1524	Peoples Gas Co.	81.95
87-CC-1660	Garob Microfilm	2,060.64
87-CC-1828	McKinley, Ada S., Community Services	2,300.00
87-CC-1845	Xerox Corp.	4,361.44

87-CC-1847	Xerox Corp.	1,872.97
87-CC-1848	Xerox Corp.	1,258.44
87-CC-1849	Xerox Corp.	1,188.83
87-CC-1850	Xerox Corp.	587.94
87-CC-1851	Xerox Corp.	1,165.17
87-CC-1852	Xerox Corp.	1,148.04
87-CC-1853	Xerox Corp.	1,108.97
87-CC-1854	Xerox Corp.	978.70
87-CC-1859	Xerox Corp.	75.24
87-CC-1902	Gutierrez, Nestor, M.D.	708.00
87-CC-1910	Mount Greenwood Hardware & Supply Co.	261.80
87-CC-1988	Wang Laboratories	578.88
87-CC-2143	AT&T	126.25
87-CC-2186	Help at Home, Inc.	555.75
87-CC-2203	Help at Home, Inc.	210.60
87-CC-2221	Help at Home, Inc.	257.40
87-CC-2222	Help at Home, Inc.	257.40
87-CC-2231	Help at Home, Inc.	585.00
87-CC-2240	Help at Home, Inc.	421.20
87-CC-2242	Help at Home, Inc.	403.65
87-CC-2250	Help at Home, Inc.	126.95
87-CC-2268	Help at Home, Inc.	468.00
87-CC-2365	Help at Home, Inc.	23.40
87-CC-2389	Help at Home, Inc.	58.50
87-CC-2598	Boblick, William, M.D.	8,755.31
87-CC-2672	Help at Home, Inc.	262.00
87-CC-2683	Help at Home, Inc.	169.50
87-CC-2942	Lipschutz, Harold, M.D.	26.00
87-CC-2987	West Publishing Co.	575.50
87-CC-2993	Beaux Arts Studios	112.50
87-CC-3413	AT&T Communications, Inc.	33,399.66
87-CC-3492	Harlan Sprague Dawley, Inc.	560.10
87-CC-3630	Sullivan Reporting Co.	53.50
87-CC-3666	Grover Welding Co.	280.00
87-CC-3814	National Homecare Systems	13,937.78
87-CC-4063	McHenry County Assoc. for the Retarded	1,759.99
87-CC-4120	Edward, John, Construction Co.	43,704.90
87-CC-4160	Illinois Bell	304.13
87-CC-4186	Meilahn Manufacturing Co.	6,400.00
87-CC-4232	Public Electric Construction Co., Inc.	842.00
87-CC-4238	Shawnee Development Council	1,710.52

87-CC-4284	Xerox Corp.	144.73
88-CC-0011	Lincoln Office Supply Co., Inc.	14,899.50
88-cc-0019	Community Guidance Center of Bexar County, Texas	396.10
88-CC-0107	Public Electric Construction Co.	9,506.77
88-CC-0143	IKT Service, Inc.	535.83
88-CC-0189	Resurrection Hospital	546.00
88-cc-0190	Resurrection Hospital	253.25
88-CC-0191	Resurrection Hospital	172.75
88-CC-0192	Resurrection Hospital	160.00
88-CC-0193	Resurrection Hospital	150.75
88—cc-0195	Resurrection Hospital	113.75
88-cc-0196	Resurrection Hospital	112.75
88-CC-0197	Resurrection Hospital	95.00
88—cc-0198	Resurrection Hospital	63.00
88-CC-0317	McGuire's Reporting Service	165.30
88-CC-0411	Community College Dist. 508	181.00
88cc0445	Northeastern Illinois University	423.00
88-CC-0500	Capitol Machinery Co.	239.40
88cc0525	Graham, Ray, Association for the Handi- capped	3,642.10
88-CC-0553	Mann, Randall L., M.D.	85.48
88—cc-0619	Garrett General Aviation Services Co.	240.02
88-CC-0633	Service Glass Co.	606.45
88-CC-0703	Upjohn Healthcare Services	22,388.86
88—cc-0704	Upjohn Healthcare Services	6,526.06
88-CC-0705	Upjohn Healthcare Services	3,772.29
88—cc-0706	Upjohn Healthcare Services	975.80
88-CC-0731	Upjohn Healthcare Services	16,677.30
88-CC-0732	Upjohn Healthcare Services	1,581.00
88-cc-0733	Upjohn Healthcare Services	555.40
88—cc-0734	Upjohn Healthcare Services	74.40
88-CC-0739	Mt. Vernon Family Practice	16.25
88—cc-0772	Phoenix Electric	600.00
88—cc-0791	Quality Care	1,486.80
88-CC-0815	Daybridge Learning Center	28.57
88-CC-0822	Freeport Clinic	45.00
88-CC-0912	Illinois Masonic Medical Center	1,414.76
88-CC-0914	Panbor Industrial Supply Co.	70.13
88—cc-0920	McGuire Reporting Service	123.10
88-cc-0974	Midwest Specialty Products	109.57

88-CC-0975	Northwest Community Services, Inc.	1,020.85
88-CC-1032	West Publishing Co.	23.26
88-cc-1036	Wirtz Rentals	2,412.00
88cc-1065	Kennedy, John F., Medical Center	562.20
88cc-1068	San Diego, County of	1,315.76
88-cc-1102	Bismarck Hotel	879.30
88-cc-1125	Lee's Oven Repair Service	431.77
88-CC-1137	Friedman, Lawrence, Law Offices of	600.00
88-cc-1230	Pitney Bowes	2,858.41
88cc-1243	Berry, Patricia A.	321.38
88-CC-1256	Hour House of Decatur	48.03
88-CC-1257	Venture Stores, Inc.	926.71
88cc-1263	Diagnostic Radiology Associates	370.36
88-CC-1274	Joliet junior College	13,718.16
88-cc-1296	Harrisburg Medical Center	4,051.32
88-CC-1318	Illinois, University of, Board of Trustees	1,800.00
88-CC-1330	Case Power & Equipment	65,208.00
88cc-1335	North Shore Senior Center	42.00
88cc-1358	Washington Rubber Co.	185.02
88-cc-1360	Turner, Robert L.	222.00
88-CC-1410	Tallahassee Community Hospital	25.00
88-CC-1425	Rajendran, Rosula, M.D.	370.00
88-CC-1433	Dahms, Robert E., M.D.	975.00
88-CC-1471	Bourguignon, Jean-Pierre	1,260.00
88-CC-1483	Case Power & Equipment	25,136.00
88-cc-1484	Case Power & Equipment	21,936.00
88-CC-1485	Case Power & Equipment	18,700.00
88-CC-1491	Tirado, John, Ph.D.	70.00
88-CC-1500	Alvord's Office Supply Co.	770.99
88-CC-1502	Northeastern Illinois University	1,734.80
88-CC-1532	Panbor Industrial Supply	533.88
88-CC-1538	Cap Gemini America	8,794.97
88-CC-1539	Contractors Lumber City	4,757.95
88-CC-1541	Universal Communication Systems	1,341.75
88-CC-1554	Timeless Monument	50.00
88-CC-1561	Atlas Stationers, Inc.	439.00
88-CC-1563	City International Trucks, Inc.	147.57
88-CC-1564	IVI Travel, Inc.	178.00
88-CC-1578	Panasonic Industrial Co.	2,154.00
88-CC-1587	Bismarck Hotel	384.00
88-CC-1588	Bismarck Hotel	130.92

88-CC-1592	Schultz Hardware & Paint	66.54
88-CC-1595	Consultants in Neurology	97.32
88-CC-1597	Castle, A.M., & Co.	303.36
88-CC-1598	Panbor Industrial Supply Co.	177.96
88-cc-1602	Dasso, Phillip R.	700.00
88-CC-1619	Woodbury's, Inc.	2,300.00
88-CC-1621	Family Service of Decatur	315.00
88-CC-1637	Northeastern Illinois University	444.30
88-CC-1647	Warning Lites of Illinois, Inc.	252.92
88-cc-1651	City International Trucks, Inc.	175.34
88-cc-1652	Guirguis, Janet	184.00
88-cc-1659	McNichols Clinic, Ltd.	30.00
88-cc-1664	Merit Court Reporting, Ltd.	106.00
88-cc-1689	Gerald, Malcolm S., & Assoc. for John F. Kennedy Medical Center	692.50
88-CC-1694	Simms, Sharon, Dr.	574.17
88-CC-1695	Okun Bros. Shoes, Inc.	41,771.00
88-CC-1703	Panbor Industrial Supply Co.	88.98
88-CC-1708	Austin Radiology Assoc.	2,686.61
88-CC-1715	East Central Illinois Community Action Program	3,816.00
88-CC-1718	Earth, Inc.	30.00
88-CC-1734	B&H Industries	189.55
88-CC-1738	Commonwealth Edison	283.40
88-CC-1741	Way-Ken Contractors Supply Co.	50.45
88-CC-1742	Consultants in Neurology	304.80
88-CC-1743	Consultants in Neurology	174.92
88-CC-1747	Ramada Renaissance	88.00
88-CC-1749	Ramada Renaissance	44.00
88-CC-1756	Glenside Counseling Center	1,120.00
88-CC-1758	Case Power & Equipment	23,335.00
88-CC-1762	Connelly, Ann M.	500.00
88-CC-1764	Austin Radiology Assoc., Ltd.	132.49
88-CC-1774	Schroeder's Hardware	452.63
88-CC-1825	Communittech, Inc.	73.00
88-CC-1829	Datronics, Inc.	2,932.80
88-CC-1830	Datronics, Inc.	2,932.80
88-CC-1837	Christian County Farmers Supply Co.	282.39
88-CC-1843	Near North Health Service Corp.	10,000.00
88-cc-1845	Tenney & Bentley	8,405.85
88-CC-1847	Sicalco, Ltd.	2,005.41

88-CC-1853	Busher Tires	319.48
88-CC-1854	Street & Sewer Equipment Co.	15,845.30
88-cc-1856	Deppe, Timothy, M.D.	15.00
88-CC-1861	Reo Movers & Van Lines	240.00
88-CC-1872	White Oak School & Day Care Center	946.50
88-CC-1877	County Court Reporters, Inc.	595.65
88-CC-1880	Tapsco, Inc.	15,597.61
88cc-1881	Tapsco, Inc.	11,391.15
88-cc-1882	Tapsco, Inc.	4,718.00
88cc-1884	Chicago Steel Tape	194.25
88cc-1885	Chicago Steel Tape	157.50
88-CC-1888	Aubry Office Machines Co.	26.23
88-cc-1889	Illinois Consolidated Telephone Co.	378.70
88-CC-1890	Key Equipment & Supply Co.	63,879.50
88-CC-1896	Chicago Steel Tape Co.	378.00
88-cc-1902	Chicago Steel Tape Co.	514.00
88-CC-1903	Illinois Correctional Industries	1,675.00
88-CC-1908	McGuire's Reporting Service	774.95
88-cc-1910	Citgo Petroleum Co.	33.11
88-CC-1913	Samara, Emile A.	110.53
88-CC-1917	Whaley Outpatient Psychiatric Clinic	875.00
88-cc-1923	McGrady, Denis A., Sr.	210.00
88-cc-1924	Mekatronics, Inc.	15,800.00
88-CC-1925	Mekatronics, Inc.	7,700.00
88-cc-1926	McHenry County Youth Service Bureau, Inc.	1,142.61
88-cc-1930	Arrow Equipment Co.	187.50
88-CC-1937	S&K Chevrolet	3,912.57
88-cc-1938	Illinois Electronic Business Equipment	452.10
88-cc-1940	Illinois Bell Communications	43.54
88-cc-1941	Grover Welding Co.	371.80
88cc-1943	Walsh, J.T., M.D.	25.00
88-cc-1946	Upjohn Healthcare Services	1,394.80
88cc-1948	Peoples, Dorothy J.	203.58
88-cc-1949	Chicago Steel Tape	215.28
88-CC-1950	Chicago Steel Tape	63.00
88cc-1951	Monroe Truck Equipment	2,325.80
88-CC-1954	Purcell, Rhoda H.	19.80
88-CC-1955	Galesburg Clinic Assn.	140.00
88-cc-1956	Monroe Truck Equipment	1,381.38
88-CC-1957	General Electric Supply Co.	2,618.80
88-cc-1967	Roadway Signal & Lighting	380.85

88-cc-1968	McHenry Auto Body	235.00
88-CC-1973	Illinois, University of, Medical Service Plan	102.00
88-CC-1974	Illinois, University of, Medical Service Plan	106.43
88-CC-1979	Dee Supply Co., Inc.	2,667.82
88-cc-1983	Shell Oil Co.	92.47
88-cc-1984	Jacks Discount	149.96
88-CC-1987	Wabash Coffee, Inc.	830.13
88-cc-1988	Shearer, Donald L.	4,996.74
88-CC-1989	Wang Laboratories, Inc.	3,513.60
88-cc-1990	Sullivan, James M.	340.00
88-cc-1996	Foecking, Lynn A.	25.30
88-CC-1997	Dependable Carburetor Rebuilder	8.00
88-CC-1998	Marshall, Gwendlyn	77.00
88-cc-1999	Kewaunee Scientific Corp.	6,750.00
88-CC-2000	Capitol Reporting Service, Inc.	163.40
88-cc-2001	Ramada Renaissance	44.00
88-cc-2002	Universal Communication Systems	4,690.12
88-cc-2005	Canon USA	56.00
88-cc-2006	Commonwealth Edison	523.80
88-cc-2007	Commonwealth Edison	3,004.56
88-CC-2009	Roney, Gul	523.30
88-cc-2012	Illinois Bell Communications	117.68
88-CC-2014	Sky Harbor Inn	66.00
88-CC-2015	Pitney Bowes	118.00
88-CC-2016	Office Supply Co.	3,705.48
88-CC-2017	Montgomery Ward	628.16
88-CC-2020	Wallace Computer Services	281.82
88-cc-2028	C.D.S. Office Systems	65.00
88-CC-2029	A.I.C.P.A.	104.95
88-CC-2043	Air Aurora, Inc.	95.00
88-CC-2044	Lewis International, Inc.	1,380.29
88-cc-2046	Emco Plaza Buildings	390.68
88-cc-2056	Ford New Holland	31,059.00
88-cc-2057	Downie, Gerald L., M.D.	221.61
88-CC-2063	AMMCO Tools, Inc.	982.50
88-CC-2065	Sears, Roebuck & Co.	2,493.95
88-CC-2068	Dickerson, Mary E., Hospital	1,533.00
88-CC-2069	Peat Marwick Main & Co.	22,148.00
88-cc-2070	Centel Telephone Co.	2,318.32
88-CC-2073	Centel Telephone Co.	305.81
88-cc-2074	Merkels, Inc.	158.00

88-CC-2076	Lutz, Diane D.	63.00
88-CC-2077	Glidden Co.	201.60
88-CC-2078	Dermik Labs, Inc.	186.04
88-CC-2081	Illinois Power Co.	794.58
88-CC-2091	Capital City Paper Co.	62.48
88-CC-2092	Holiday Inn of Carbondale	351.20
88-CC-2093	Archway Lighting Supply, Inc.	366.31
88-cc-2099	Fox Supply Co.	44.50
88-CC-2105	Hromek's, Diane, Court Reporters, Inc.	52.78
88-CC-2107	Ricoh Corp.	289.14
88-CC-2110	Honeywell Bull, Inc.	30,756.00
88-CC-2111	Nord, Paul F., M.D.	45.00
88-CC-2121	Kankakee Area Regional Vocational Deliv- ery System	335.09
88-cc-2122	Shell Oil Co.	7.95
88-CC-2124	Neenah Foundry Co.	3,937.50
88-CC-2125	Ramada Renaissance	165.00
88-cc-2126	Larson, Janet L.	164.00
88-cc-2130	Chicago, City of	2,236.78
88-CC-2131	UNOCAL	21.96
88-CC-2141	Timeplex, Inc.	10,650.00
88-CC-2152	McMaster-Carr Supply Co.	381.78
88-CC-2155	Loop Reporting Service	98.70
88-CC-2161	Commerce Clearing House	5,485.73
88-cc-2166	Xerox Corp.	1,103.75
88-CC-2171	Xerox Corp.	670.67
88-CC-2172	Xerox Corp.	628.01
88-CC-2173	Xerox Corp.	552.00
88-CC-2174	Xerox Corp.	543.91
88-CC-2176	Xerox Corp.	539.51
88-cc-2180	Xerox Corp.	289.80
88-CC-2189	Xerox Corp.	124.65
88-CC-2193	Southern Illinois University Board of Trus- tees	634.46
88-cc-2194	Shoss Radiology Group	73.80
88-cc-2195	Banner Tire Co.	162.72
88-cc-2196	Sears, Roebuck & Co.	932.14
88-CC-2200	Able, Mildred	98.00
88-cc-2205	Evans, Tom, M.D.	45.00
88-cc-2206	Warner, Don L., Inc.	109.72
88-CC-2208	National Surveying Instruments	428.97

88-CC-2213	Rosenfeld, Martin S., D.O.	20.00
88-CC-2214	Aircall Communications	103.88
88-CC-2215	Aviall, Inc.	212.10
88-CC-2217	Econo-Car of Chicago	91.95
88-cc-2218	Econo-Car of Chicago	88.09
88-cc-2221	Medical Service Plan	15,812.18
88-cc-2222	Medical Service Plan	4,158.00
88cc-2223	Medical Service Plan	2,012.00
88-cc-2224	Medical Service Plan	1,093.00
88-cc-2226	Medical Service Plan	350.00
88-cc-2230	Medical Service Plan	353.24
88cc-2231	Medical Service Plan	96.00
88—cc-2232	Medical Service Plan	92.00
88cc-2234	Medical Service Plan	32.70
88cc-2235	Medical Service Plan	50.00
88cc-2243	Arrow Equipment Co.	42.00
88-cc-2244	Zonta International	165.00
88cc-2245	Pheasant Run Resort	75.21
88-CC-2246	Boller Construction Co., Inc.	13,398.00
88-CC-2247	Lincoln Land Community College	7,972.00
88-cc-2249	Chaddock	1,036.00
88cc-2250	Chaddock	536.27
88-cc-2252	Chaddock	153.22
88cc-2253	Iowa Oil Co.	5.96
88-CC-2259	Geib Industries	210.82
88-CC-2260	Rosecrance Center	4,488.17
88-cc-2262	Aircall Communications	52.96
88-cc-2266	Essex Inn	2,107.48
88-cc-2269	Chicago Steel Tape Co.	25.90
88-cc-2270	Chicago Steel Tape Co.	21.22
88-CC-2271	Chicago Steel Tape Co.	8.97
88-CC-2272	Chicago Steel Tape Co.	8.97
88—cc-2291	Baker-Illini Pharmacies, Inc.	261.75
88-cc-2292	SKC	278.00
88-cc-2293	Illini Supply, Inc.	167.84
88-cc-2294	Illini Supply, Inc.	161.82
88-cc-22%	Kane County Health Department	5,051.16
88-cc-2296	Korshak, Margie, Associates, Inc.	597.00
88-cc-2297	Older Adult Rehabilitation Services	304.85
88-cc-2299	Must Software International	312.50
88-cc-2300	Martin, Linda M.	96.93

88-cc-2301	Chicago Steel Tape	935.50
88-cc-2302	Chicago Steel Tape	272.95
88-CC-2303	Chicago Steel Tape	59.80
88-CC-2304	Chicago Steel Tape	56.25
88-cc-2305	Chicago Steel Tape	46.42
88-cc-2306	Chicago Steel Tape	29.90
88-cc-2307	Older Adult Rehabilitation Services	1,117.00
88-CC-2308	ENT Surgical Associates	75.00
88-cc-2309	Grayslake True Value Hardware	757.40
88-cc-2310	Johnson, Margie	65.00
88-CC-2314	Ramada Renaissance	44.00
88-CC-2315	S&S Builders Hardware	16,934.00
88-CC-2316	Kaleidoscope, Inc.	3,270.39
88-CC-2318	GTE North, Inc.	2,593.46
88cc-2322	Pergamon Journals, Ltd.	134.00
88cc-2323	West Publishing Co.	202.00
88-cc-2324	Illinois Electronic Business Equipment, Inc.	132.18
88cc-2325	Korey, Michael S., M.D.	395.00
88-cc-2332	Woodstock/Walgreens Venture	770.24
88cc-2333	Central Illinois Economic Developent Corp.	3,532.25
88-cc-2335	Archer Avenue Big Store	86.01
88cc-2350	Wilson Tire Co.	204.50
88cc-2351	Shanholker, Ann	337.61
88cc-2354	St. Louis Coke & Foundry Supply Co.	392.00
88cc-2355	Correctional Industries	4,118.63
88-cc-2356	Correctional Industries	1,300.00
88-cc-2357	Perry County Health Department	72.00
88cc-2358	Perry County Health Department	33.00
88-cc-2359	Board of Trustees of SIU	76,353.12
88-cc-2362	Austin Radiology	31.00
88-CC-2364	Springfield Urban League	393.94
88-cc-2366	Shell Oil Co.	183.89
88-CC-2370	Science Research Associates	820.65
88-CC-2371	Harton, Kimberly A.	97.14
88-cc-2380	Adult, Child & Family Counselors	113.56
88-cc-2383	City International Trucks, Inc.	137.94
88-cc-2384	Pitney Bowes	1,519.05
88-cc-2386	East-West Gateway Coordinating Council	5,943.19
88-cc-2387	Xerox Corp.	245.76
88-cc-2389	Landgraf's, Ltd.	1,377.00
88-cc-2390	Landgraf's, Ltd.	826.20

88-cc-2391	Landgraf's, Ltd.	826.20
88-CC-2392	Landgraf's, Ltd.	550.80
88-cc-2393	Landgraf's, Ltd.	550.80
88-cc-2394	Landgraf's, Ltd.	550.80
88-CC-2395	Landgraf's, Ltd.	332.90
88-CC-2396	Landgraf's, Ltd.	332.90
88-cc-2397	Landgraf's, Ltd.	275.40
88-CC-2398	Health Service Systems, Inc.	100.00
88-cc-2400	One Heritage Plaza Building	356.70
88-CC-2405	Wieher, Alfred W.; as Beneficiary of Bank of Ravenswood Trust #25-7109	18,098.05
88-CC-2406	Stickney Township Office on Aging	79.00
88-cc-2410	Best Western Sands	77.76
88-cc-2411	Dental Arts Laboratory, Inc.	674.00
88-cc-2412	Jasper Chair Co., Inc.	1,257.20
88-CC-2413	Environmental Systems Corp.	5,950.00
88-CC-2419	Marshals, Inc. of Countryside, IL	101.00
88-cc-2420	C.T. Scan Center	565.00
88-CC-2422	Chicago Public Schools	5,250.00
88-CC-2423	Greenwald, Michael S.	2,542.00
88-cc-2424	Greenwald, Michael S.	1,705.00
88-cc-2425	Greenwald, Michael S.	223.00
88-CC-2427	St. Joseph's Hospital	116.00
88-CC-2428	Moraine Valley Community College	1,164.15
88-CC-2429	Moraine Valley Community College	1,983.40
88-cc-2430	Moraine Valley Community College	1,582.05
88cc-2431	Moraine Valley Community College	656.00
88-CC-2432	Moraine Valley Community College	537.30
88-cc-2439	Hawkins Sound Productions	2,708.50
88-cc-2441	Gruener Office Supplies, Inc.	62.10
88-cc-2442	Hagarty, Patricia C.	668.00
88-cc-2444	Panbor Industrial Supply	59.32
88-CC-2445	Panbor Industrial Supply	42.93
88-CC-2446	Hinrichsen, Tom C.	75.60
88cc-2448	Grieme Brothers, Inc.	25.53
88-cc-2450	Environmental Mechanical Services	238.17
88-CC-2451	Stratmeyer, E.H., D.V.M.	466.00
88cc-2453	American White Goods Co.	142.32
88-CC-2454	Motor Manual Service Co.	69.00
88cc-2455	Association for Retarded Citizens of Springfield	592.58

88-CC-2456	Hedges, Jay R.	78.00
88-CC-2458	St. James Hospital Medical Center	667.00
88-CC-2459	Mercy Health Care & Surgical Center	609.00
88-cc-2460	Moms, Robert, 'College	20,447.00
88-cc-2466	Currie Motors Glenview, Inc.	92.00
88-cc-2468	St. Mary's Hospital	215.30
88-CC-2470	Western Baptist Hospital	100.00
88-cc-2473	Collinsville Hilton	104.08
88-cc-2475	Collinsville Hilton	99.90
88-CC-2476	Collinsville Hilton	33.30
88-CC-2477	Collinsville Hilton	98.10
88-CC-2478	Collinsville Hilton	66.60
88-cc-2479	Collinsville Hilton	44.40
88-CC-2480	Collinsville Hilton	33.30
88-CC-2482	Goodyear Tire & Rubber	131.27
88-cc-2483	Goodyear Tire & Rubber	88.53
88-cc-2484	Wang Laboratories, Inc.	897.00
88-CC-2487	Medical Arts Clinic	792.25
88-cc-2488	Freeport Clinic	90.00
88-cc-2489	Freeport Clinic	45.00
88-CC-2490	Freeport Clinic	20.00
88-cc-2491	ENT Surgical Associates	90.00
88-CC-2493	Commonwealth Edison Co.	1,319.56
88-CC-2495	Globe Glass & Mirror Co.	207.44
88-CC-2497	Federal Signal Corp.	453.09
88-CC-2498	Carroll Seating Co.	1,226.00
88-cc-2499	United Conveyor Corp.	79.27
88-CC-2500	Jones, Ron, Electric	2,880.00
88-cc-2501	Gilroy, Kathleen T.	239.51
88-cc-2502	Lane Bryant	321.40
88-CC-2503	Alabama Neurological Clinic	25.00
88-CC-2504	Menard Correctional Center Employee Benefit Fund	60.00
88-CC-2506	Curtis Industries, Inc.	83.28
88-CC-2509	Professional Urethanes, Inc.	2,441.80
88-CC-2512	Lewis International, Inc.	44.47
88-CC-2517	McKinley, Ada A., Community Services	649.03
88-CC-2518	McKinley, Ada A., Community Services	804.47
88-cc-2519	Sears, Roebuck & Co.	921.91
88-cc-2520	Dixon Ticonderoga Co.	3,393.52
88-cc-2521	Dixon Ticonderoga Co.	200.72

88-CC-2525	Premier Air Center	247.26
88-CC-2526	Williams, Ara	43.50
88-CC-2527	Distinctive Business Products	595.00
88-cc-2528	Pleasant Hill Playschool Estate	3,017.50
88-CC-2529	Sun-Times Co.	1,567.80
88-CC-2530	Meade Electronics	111.50
88-CC-2531	Wang Laboratories, Inc.	50.63
88-CC-2532	Wiley Office Equipment	670.00
88-cc-2533	Wiley Office Equipment	180.00
88-cc-2534	Clinicare Corp.	13,370.06
88-CC-2535	Clinicare Corp.	2,296.08
88-cc-2536	Clinicare Corp.	2,285.75
88-cc-2537	Clinicare Corp.	1,157.46
88-cc-2538	Clinicare Corp.	1,157.46
88-CC-2539	Clinicare Corp.	1,157.46
88-cc-2540	Clinicare Corp.	1,107.80
88-CC-2541	Clinicare Corp.	1,069.60
88-cc-2542	Clinicare Corp.	893.88
88-CC-2546	McCorkle Court Reporters, Inc.	55.50
88-CC-2547	Neuman, Juliana (Dunn)	597.50
88-CC-2548	Neuman, Juliana (Dunn)	192.75
88-CC-2549	Fechheimer Bros. Co.	11,256.00
88-cc-2550	Lincoln, Abraham, Memorial Hospital	836.00
88-CC-2551	C&P Telephone	280.93
88-CC-2552	General Services Administration	4,140.00
88-cc-2553	Virco Mfg. Corp.	917.80
88-CC-2554	Hasenbank, Janice L.	30.00
88-CC-2555	Days Inn	62.70
88-cc-2559	Kinder Care Center	985.64
88-cc-2560	Fleming, Thomas W., D.D.S.	1,479.97
88-CC-2564	Ingalls Home Care	283.10
88-CC-2567	Joliet Medical Group, Ltd.	55.00
88-cc-2569	Liberty Advertising Agency	187.91
88-CC-2570	Liberty Advertising Agency	331.00
88-CC-2572	Oldham Graphic Supply, Inc.	229.34
88-cc-2573	Techni-Flair	1,388.75
88-CC-2574	Lewis & Clark Community College	334.80
88-cc-2575	Ford New Holland, Inc.	32,309.00
88-CC-2576	Ford New Holland, Inc.	32,309.00
88-cc-2577	Ford New Holland, Inc.	30,309.00
88-CC-2579	United Parcel Service	101.73

88-CC-2582	Hermann, Gene V.	54.08
88-CC-2583	Springfield Public Health Dept.	1,110.00
88-CC-2587	Springfield Clinic	150.00
88-CC-2588	Merkels, Inc.	158.00
88-CC-2589	Cumberland County Mental Health	420.00
88-CC-2590	Southern Illinois Clinic, Ltd.	77.00
88-cc-2591	Holiday Inn Quincy	87.20
88-CC-2593	Kobes, Raymond	68.27
88-CC-2594	Wang Laboratories, Inc.	750.00
88-cc-2595	Syva Co.	167.45
88-CC-2598	Gnade, Gerard R., Jr., M.D.	278.40
88-CC-2599	Gnade, Gerard R., Jr., M.D.	267.60
88-CC-2600	Gnade, Gerard R., Jr., M.D.	263.53
88-CC-2601	Gnade, Gerard R., Jr., M.D.	252.19
88-CC-2602	Gnade, Gerard R., Jr., M.D.	235.80
88-CC-2603	Gnade, Gerard R., Jr., M.D.	230.08
88-CC-2604	Gnade, Gerard R., Jr., M.D.	163.40
88-CC-2605	Gnade, Gerard R., Jr., M.D.	137.49
88-CC-2607	Gnade, Gerard R., Jr., M.D.	63.15
88-CC-2608	Chicago Public Schools	5,907.09
88-CC-2609	Sears, Roebuck & Co.	636.39
88-CC-2613	Dictaphone Corp.	196.90
88-CC-2614	Sterling Rock Falls Clinic	299.00
88-CC-2615	Austin Radiology Assoc., Ltd.	19.00
88-CC-2616	X Ray Center	108.00
88-cc-2619	Johnson & Associates Business Interiors	366.36
88-CC-2620	Roberts, Mary M.; for Elmer F. Roberts	37.62
88-CC-2621	General Tire, Inc.	1,092.55
88-CC-2625	Peerless Fence Erectors, Inc.	7,140.00
88-CC-2627	Harrell, Ora M.	330.14
88-CC-2628	Rosing, Howard, M.D.	10.00
88-CC-2629	Wang Laboratories, Inc.	3,572.80
88-CC-2632	Vinson's Enterprises	5,871.45
88-CC-2659	Ecology and Environment, Inc.	7,631.26
88-CC-2661	Kennedy, Lt. Joseph P., School	1,773.47
88-CC-2670	Linux Co.	71.20
88-CC-2671	Williamson County Programs on Aging	54.00
88-cc-2673	Capital Spring Service Co.	45.00
88-CC-2674	Colt Safety Co.	380.00
88-CC-2675	Colt Safety Co.	68.40
88-CC-2676	Colt Safety Co.	95.00

88-cc-2677	Colt Safety Co.	106.40
88-CC-2678	Colt Safety Co.	76.00
88-CC-2679	Colt Safety Co.	239.40
88-CC-2680	Colt Safety Co.	425.60
88-CC-2681	Colt Safety Co.	285.00
88-CC-2690	Globe Glass & Mirror Co.	89.08
88-CC-2691	Easter Seal Center, Inc.	525.50
88-CC-2708	Xerox Corp.	940.23
88-CC-2710	Xerox Corp.	347.74
88-CC-2711	Xerox Corp.	297.30
88-CC-2712	Xerox Corp.	272.00
88-CC-2715	Xerox Corp.	191.00
88-CC-2717	Xerox Corp.	172.50
88-CC-2718	Boblick, William E., M.D.	1,080.00
88-CC-2719	Boblick, William E., M.D.	350.00
88-CC-2720	Boblick, William E., M.D.	72.40
88-CC-2721	Boblick, William E., M.D.	48.00
88-CC-2722	Leader Distributing, Inc.	368.64
88-CC-2723	Grover Welding Co.	160.00
88-CC-2724	Lakeshore Reporting Service	68.80
88-CC-2725	Jackson, Louise C.	147.80
88-CC-2726	Bethel New Life	2,854.99
88-CC-2729	Medical Service Plan	3,781.51
88-CC-2732	Medical Service Plan	443.00
88-CC-2733	Medical Service Plan	396.00
88-CC-2734	Medical Service Plan	200.00
88-CC-2736	Medical Service Plan	87.00
88-CC-2737	Medical Service Plan	2.00
88-CC-2751	Illinois Central College	19,394.49
88-CC-2752	Neal General Tire	568.48
88-CC-2753	Bruce Ace Hardware	9.00
88-CC-2754	McCormick, Gregory	16.50
88-CC-2756	Shell Oil Co.	46.30
88-CC-2757	Bingaman, Charles M.	284.55
88-CC-2762	Chicorp Financial Services	2,830.43
88-CC-2763	Welch, Ronald G., M.D.	75.00
88-CC-2769	Jacobs, Bill, Chevrolet	309.14
88-CC-2770	Illinois Bell Telephone Co.	15,683.75
88-CC-2771	Illinois Bell Telephone Co.	1,138.06
88-CC-2772	Illinois Bell Telephone Co.	227.92
88-CC-2773	Illinois Bell Telephone Co.	145.46

88-cc-3034	Punzak Air Conditioning & Sales Co.	200.00
88-CC-3035	National College of Chiropractic	1,375.00
88-cc-3037	Community College Dist. 508	567.00
88-CC-3038	Community College Dist. 508	200.00
88-CC-3039	Community College Dist. 508	123.00
88-cc-3040	Community College Dist. 508	112.50
88-cc-3042	Greenwald, Michael S., M.D.	307.00
88-cc-3044	Benpro Duplicating Products	604.35
88-cc-3045	Benbenek, Desiree	86.00
88-cc-3047	Austin Radiology Assoc., Ltd.	225.64
88-cc-3049	Gibco Laboratories	356.40
88-CC-3050	Ricoh Corp.	235.35
88-CC-3051	Government Technology Services, Inc.	787.43
88-CC-3052	Volden, Mark A.	340.00
88-CC-3053	Federal Express	14.00
88-cc-3091	Shell Oil Co.	8.88
88-cc-3098	Office Store Co.	98.00
88-CC-3103	Emma, Karl F.	81.00
88-CC-3106	Sears, Roebuck & Co.	51.00
88-CC-3120	Nylon Net Co.	2,558.73
88-CC-3121	Maryville Academy	9,039.30
88-CC-3122	Berthold Nursery	427.80
88-CC-3123	Vitullo, Vincent	800.00
88-CC-3127	Franks Electric Motors, Inc.	993.02
88-CC-3128	Phillips 66 Co.	77.19
88-CC-3129	Paradyne Corp.	2,388.09
88-CC-3149	BCM Community Services	554.43
88-CC-3152	Ballantyne Pest Control	40.00
88-CC-3181	Pestine, Harry	601.64
88-CC-3182	Carroll Seating Co.	5,280.00
88-CC-3188	Wapella, Village of	114.77
88-CC-3191	Mid-West Stationers, Inc.	408.74
88-CC-3198	Mid-West Stationers, Inc.	138.96
88-CC-3206	Mid-West Stationers, Inc.	16.80
88-cc-3209	Ace Coffee Bar, Inc.	123.38
88-CC-3210	Case Power & Equipment	68.82
88-CC-3212	Cermak Health Service	45,796.87
88-CC-3213	Ed's Welding & Fabricating	595.00
88-CC-3214	Finnigan Corp.	3,000.00
88-CC-3215	Velek, Joseph P., M.D.	95.00
88-CC-3216	Cohen-Ke vess, Ruth, M.D.	15.65

88-CC-3217	Wang Laboratories	902.35
88-CC-3241	Bailey Supply Co.	185.00
88-CC-3242	Minton, Dewey H.	441.50
88-CC-3243	Codo Manufacturing Corp.	329.16
88-CC-3268	Arlington Computer Products	1,357.00
88-CC-3269	Arlington Computer Products	498.50
88-CC-3270	Arlington Computer Products	496.00
88-CC-3272	Commerce Clearing House	31.69
88-CC-3274	Illinois State Toll Highway Authority	15.25
88-CC-3279	Capitol Group	268.50
88-CC-3280	Garrett, Doris A.	171.56
88-CC-3281	Magee Co.	42.45
88-CC-3282	Waukegan Welding Supply Co.	75.00
88-CC-3307	Champaign County Treasurer	31.53
88-CC-3308	Curtin Matheson Scientific	105.77
88-CC-3309	Lever Brothers, Inc.	3,461.85
88-CC-3319	Apple Board-Up, Inc.	77.00
88-CC-3320	Pooler, Phillip D.	350.00
88-CC-3322	Victoria Court Reporting Services, Inc	8.75
88-CC-3323	Community Care Systems, Inc.	1,655.00
88-CC-3324	Community Care Systems, Inc.	1,211.00
88-CC-3325	Community Care Systems, Inc.	777.17
88-CC-3326	Community Care Systems, Inc.	699.00
88-CC-3327	Community Care Systems, Inc.	707.92
88-CC-3328	Community Care Systems, Inc.	470.58
88-CC-3329	Community Care Systems, Inc.	380.28
88-CC-3330	Community Care Systems, Inc.	230.00
88-CC-3331	Community Care Systems, Inc.	274.00
88-CC-3332	Community Care Systems, Inc.	266.00
88-CC-3333	Community Care Systems, Inc.	262.00
88-CC-3334	Community Care Systems, Inc.	230.00
88-CC-3335	Community Care Systems, Inc.	178.00
88-CC-3336	Community Care Systems, Inc.	128.00
88-cc-3337	Community Care Systems, Inc.	134.00
88-CC-3338	Community Care Systems, Inc.	99.82
88-CC-3339	Community Care Systems, Inc.	66.00
88-CC-3340	Community Care Systems, Inc.	16.00
88-CC-3341	Community Care Systems, Inc.	11.00
88-cc-3343	Illinois Bell Telephone Co.	273.78
88-CC-3345	Office Electronics, Inc.	4,860.00
88-CC-3347	Cantrell Rental Service	547.73

88-CC-3348	Memorial Hospital	75.00
88-CC-3360	Jacobs, Bill, Chevrolet	73.07
88-CC-3361	Children's Memorial Hospital	436.00
88-CC-3367	United Airlines	154.00
88-CC-3368	Torres, Rafael, M.D.	294.50
88-CC-3369	Unisys Corp.	12,508.00
88-CC-3370	Unisys Corp.	10,622.00
88-CC-3371	Unisys Corp.	(Paid under claim 88-CC-3370)
88-CC-3372	Unisys Corp.	(Paid under claim 88-CC-3370)
88-CC-3373	Unisys Corp.	(Paid under claim 88-CC-3370)
88-CC-3375	Decatur Radiology Physicians	15.50
88-CC-3376	Beckley-Cardy, Inc.	459.00
88-CC-3379	Virco Manufacturing Corp.	962.72
88-CC-3380	Martins Uniforms	6,785.59
88-CC-3381	Martins Uniforms	5,835.30
88-CC-3382	Martins Uniforms	439.53
88-CC-3383	Martins Uniforms	374.90
88-CC-3394	Sobol, James A.	595.00
88-CC-3400	Metropolitan Fair & Expo Authority.	763.50
88-CC-3404	Soo Line Railroad	548.93
88-CC-3423	Gruener Office Supplies, Inc.	179.00
88-CC-3424	Veratex Corp.	143.00
88-CC-3425	Barber-Colman Co.	21,838.00
88-CC-3426	Illinois Bell Telephone	141.45
88-CC-3428	Springfield Farm & Home Supply, Inc.	1,505.36
88-CC-3429	Illinois Bell Telephone Co.	496.56
88-CC-3430	Phillips, Kay G.	106.00
88-CC-3431	McMaster-Carr Supply Co.	217.98
88-CC-3432	Ricoh Corp.	44.93
88-CC-3433	Pioneer Construction Co.	2,340.20
88-CC-3435	Upjohn Healthcare Services	2,755.20
88-cc-3436	Upjohn Healthcare Services	1,637.00
88-cc-3440	Illinois Correctional Industries	9,499.05
88-CC-3441	Illinois Correctional Industries	2,873.56
88-CC-3442	Illinois Correctional Industries	2,287.81
88-CC-3443	Illinois Correctional Industries	950.40
88-CC-3444	Illinois Correctional Industries	1,123.33
88-CC-3445	Illinois Correctional Industries	602.75

88-CC-3446	Illinois Correctional Industries	472.87
88-CC-3447	Gillespie, D.B., Jr., M.D.	25.00
88-cc-3449	Older Adult Rehabilitation Services	1,260.00
88-CC-3462	Afro-American Press	150.40
88-CC-3463	Ft. Wayne Hilton	148.50
88-cc-3464	Molecular Probes, Inc.	2,493.95
88-cc-3468	Callahan, Arthur F.	455.80
88-CC-3469	Apple Computer, Inc.	122.05
88-CC-3470	McHenry Co.	9,182.12
88-CC-3471	Hansen, J. Burke, & Associates, Inc.	2,000.00
88-CC-3472	Curtin Matheson Scientific	132.27
88-cc-3482	St. Joseph's Hospital	598.00
88-CC-3483	Vitner, C.J., Co., Inc.	262.20
88-cc-3497	Ozinga Bros., Inc.	160.00
88-CC-3498	Prehop Cleaners	136.50
88-CC-3500	Community Care Systems, Inc.	159.00
88-cc-3502	Sound Impressions	19.70
88-cc-3503	Kassing, Everett W.	179.25
88-CC-3511	Alcatel Svercom	1,228.00
88-CC-3513	Illinois Oil Marketing Equipment, Inc.	275.00
88-CC-3514	Belleville News-Democrat	27.64
88-CC-3515	St. Elizabeth's Hospital	14,530.80
88-CC-3516	Wiley Office Equipment Co.	165.00
88-CC-3517	American Management Systems, Inc.	400.50
88-cc-3526	Unique Office Services	640.48
88-CC-3527	Frank, Edward M.	39.98
88-CC-3528	Hays, William F., M.D.	20.00
88-CC-3529	Kales, Steven	1,007.00
88-CC-3530	Johnston, Kenneth C., M.D.	38.00
88-cc-3544	Wittman, George P.	430.93
88-cc-3545	Mindrup, Bruce P.	87.74
88-CC-3546	Fisk, Isabel	42.00
88-cc-3547	Linguistics Systems, Inc.	637.00
88-cc-3548	Gruener Office Supplies	602.91
88-cc-3549	Illinois Correctional Industries	7,918.68
88-cc-3562	Quaker State Minit Lube	76.61
88-CC-3564	Victoria Court Reporting Services	638.42
88-CC-3570	S&S Builders Hardware Co.	4,972.20
88-CC-3590	CPSI	259.53
88-cc-3602	Kankakee County	1,719.48
88-cc-3603	Kankakee County	1,195.57

88-CC-3604	Kankakee County	1,045.77
88-CC-3605	Harding, Kelli S.	251.95
88-CC-3611	Goodyear & Assoc. for the Chicago Tribune	769.19
88-CC-3612	Braniff, Inc.	485.00
88-CC-3613	Smithkline Bio-Science Labs	220.09
88-CC-3614	St. Francis Medical Center	14,529.54
88-CC-3615	Brighton Auto Parts	266.41
88-CC-3616	Help at Home, Inc.	1,474.00
88-CC-3649	Price, Bill	70.00
88-CC-3650	Hromeks Court Reporters, Inc.	437.25
88-cc-3651	Kellner, M. J., Co.	127.00
88-CC-3652	Attention Homes for Youth, Inc.	1,233.86
88-cc-3654	Phillips 66 Co.	159.65
88-CC-3655	RB's Automotive & Towing	2,151.41
88-CC-3661	Associated Federal Reporters	74.65
88-cc-3664	Bozell, Jacobs, Kenyon & Eckhardt	5,601.00
88-cc-3666	Bozell, Jacobs, Kenyon & Eckhardt	1,220.20
88-CC-3667	Bozell, Jacobs, Kenyon & Eckhardt	1,207.46
88-CC-3670	Bozell, Jacobs, Kenyon & Eckhardt	462.00
88-cc-3674	Bozell, Jacobs, Kenyon & Eckhardt	112.50
88-CC-3678	Rend Lake College	276.00
88-cc-3679	Reed, R. Phillip	105.00
88-cc-3704	Evanston Hospital	1,589.88
88-cc-3706	Quality Care	9.00
88-CC-3707	Quality Care	17.00
88-CC-3708	Quality Care	9.00
88-CC-3709	Quality Care	1.00
88-CC-3710	Quality Care	4.00
88-CC-3711	Quality Care	12.00
88-cc-3737	Action Office Supply	621.30
88-CC-3738	Action Office Supply	590.19
88-cc-3739	Action Office Supply	279.50
88-CC-3741	Action Office Supply	112.05
88-CC-3743	Trefz, Noreen M.	60.00
88-cc-3744	Vespa, Michael J.	46.00
88-CC-3745	Troy School District 30-C	7,437.40
88-CC-3752	Bloom Trail High School	188.59
88-CC-3753	Lincoln Dental	1,329.00
88-CC-3755	Croft, Dave, Motors	110.06
88-cc-3759	DOT, Federal Aviation Administration	332.00
88-cc-3760	DOT, Federal Aviation Administration	332.00

88-CC-3761	Wiley Office Equipment Co.	280.00
88-CC-3762	Mulloy, Kathleen	123.37
88-cc-3763	Lawson Products	492.49
88-CC-3766	Management Planning Institute	302.50
88-CC-3767	J&D Uniforms, Inc.	904.00
88-CC-3776	Wang Laboratories, Inc.	6,978.48
88-cc-3779	Wang Laboratories, Inc.	728.00
88-CC-3781	Wang Laboratories, Inc.	414.00
88-CC-3782	Wang Laboratories, Inc.	302.67
88-CC-3783	Wang Laboratories, Inc.	256.00
88-CC-3785	Low Incidence Cooperative Agreement	1,773.19
88-a:-3786	Novak, Thomas, Mr. & Mrs.	93.00
88-cc-3788	John Deere Industrial Equipment	54,228.00
88-<:e-3790	Bailey, Marietta C. L.	184.00
88-CC-3793	Kwapis, Dyer, Knox & Miller	465.00
88-CC-3796	IHM	1,725.00
88-CC-3803	Pamuk, Ozhan, M.D.	159.85
88-CC-3805	Head Orthopaedic Surgery Specialists, Ltd.	584.00
88-CC-3806	Landmark Chrysler Plymouth	918.03
88-CC-3810	Capitol Publications	11.97
88-CC-3811	Dental Arts Laboratory	842.00
88-cc-3818	Bess Hardware & Sports	98.95
88-CC-3831	Consumers of La Salle Co.	468.74
88-CC-3832	Federal Express	16.50
88-cc-3833	Federal Express	14.00
88-cc-3844	Freeport Clinic	45.00
88-CC-3845	St. James Hospital Medical Center	75.80
88-CC-3846	Bebon Office Machines Co., Inc.	27.50
88-CC-3847	Chicago Steel Tape Co.	88.75
88-cc-3848	Keheler, John T.	378.69
88-CC-3849	Keheler, John T.	193.55
88-CC-3851	Shawnee Community College	3,591.72
88-CC-3852	West Suburban Hospital Medical Center	16.80
88-CC-3853	Pitney Bowes	855.10
88-CC-3854	St. Therese Medical Center	12,638.50
88-CC-3855	Daley's Ambulance & Medical Supplies	450.00
88-CC-3856	Unisys Corp.	20,865.00
88-CC-3860	Montgomery Elevator Co.	168.78
88-CC-3861	Silverman, Leonard I., M.D.	25.00
88-CC-3863	IJARCO, Inc.	923.25
88-CC-3886	Rockford Metrocentre	125.00

88-CC-3887	Chicago, City of	82,925.39
88-CC-3895	Copley Home Health Services	272.00
88-CC-3896	Murphy, Dorothy J.	58.34
88-CC-3897	Office Supply, Inc.	625.00
88-CC-3898	Office Supply, Inc.	603.00
88-CC-3900	Office Supply, Inc.	59.43
88-CC-3901	Office Store Co.	21.32
88-CC-3908	Decatur Radiology Physicians	14.60
88-CC-3917	Chicago, City of, Human Services Dept.	178,804.54
88-CC-3918	Northwestern University	28,803.00
88-CC-3920	K's Merchandise Mart	296.92
88-CC-3921	K's Merchandise Mart	229.19
88-CC-3922	ASTD	470.00
88-CC-3930	Quast Air International	324.80
88-CC-3931	United Airlines	213.00
88-CC-3934	Metropolis Tire & Oil Co.	753.30
88-CC-3937	Ramada Inn	124.85
88-CC-3938	ABC Day Care	275.50
88-CC-3943	Fayette Service Co.	1,085.77
88-CC-3944	State House Inn	118.80
88-CC-3945	State House Inn	77.00
88-CC-3946	State House Inn	38.50
88-CC-3947	Wordmasters, Ltd.	1,146.00
88-CC-3948	Wordmasters, Ltd.	12.00
88-CC-3952	Northern Illinois Gas	874.41
88-CC-3958	Superior Ambulance, Inc.	326.50
88-CC-3960	Thoms Proestler Co.	3,652.00
88-CC-3987	Glenkirk	11,162.50
88-CC-3988	Malik, Muhammad B.	131.85
88-CC-3989	Northern Illinois Gas	373.35
88-CC-3991	Cummins-Allison	89.34
88-CC-4003	Linco Co.	164.00
88-CC-4005	Allen, Clara	300.00
88-CC-4008	DJ's Rock N Roll, Ltd.	54.00
88-CC-4009	Winkowski, Robert	235.89
88-CC-4010	C.D.S. Office Systems	85.05
88-CC-4011	C.D.S. Office Systems	63.72
88-CC-4012	C.D.S. Office Systems	20.19
88-CC-4013	Illini Supply, Inc.	1,445.77
88-CC-4015	Illinois, University of, Board of Trustees	678.45
88-CC-4017	Link Clinic/Dr. Mallory	25.00

88-CC-4018	Link Clinic/Dr. Joag	25.00
88-CC-4020	Fechheimer Brothers Co.	24,552.00
88-CC-4021	Alcatel Information Systems	649.00
88-CC-4022	Alcatel Information Systems	372.31
88-CC-4023	Alcatel Information Systems	294.00
88-CC-4024	Alcatel Information Systems	196.00
88-CC-4025	I.D.E.A. Courier, Inc.	170.20
88-cc-4026	Alcatel Information Systems	137.00
88-CC-4027	Alcatel Information Systems	60.00
88-CC-4028	Alcatel Information Systems	44.00
88-CC-4033	Alcatel Information Systems	49.36
88-CC-4034	Alcatel Information Systems	10.60
88-CC-4076	Twin Tele-Communications	150.88
88-CC-4077	Twin Tele-Communications	140.80
88-CC-4078	Twin Tele-Communications	140.80
88-CC-4082	Twin Tele-Communications	79.05
88-CC-4083	Twin Tele-Communications	79.05
88-CC-4092	Economy Fire & Safety	499.99
88-CC-4095	Marathon Petroleum	249.10
88-CC-4097	Marathon Petroleum	39.98
88-cc-4099	Marathon Petroleum	13.28
88-CC-4100	Marathon Petroleum	8.91
88-CC-4102	Marathon Petroleum	8.50
88-CC-4103	Marathon Petroleum	6.95
88-CC-4123	Cook Co. Dept. of Public Health	1,486.18
88-CC-4127	Illinois Blueprint Corp.	1,500.00
88-CC-4128	Association for Retarded Citizens of Spring- field	486.06
88-CC-4129	Rex Service Station	10.36
88-CC-4136	Sears, Roebuck & Co.	1,062.00
88-CC-4138	32 West Randolph Building	230.00
88-CC-4139	Stevens Building, The	200.00
88-CC-4142	Virco Mfg. Corp.	3,232.00
88-CC-4143	Gray Plaza Motel	159.00
88-CC-4144	Wayne Co. Treasurer	45.52
88-CC-4160	Hough Medical Services, S.C.	6,870.00
88-CC-4161	Royal Office Equipment	842.63
88-CC-4167	Illinois Correctional Industries	7,661.50
88-CC-4168	Illinois Corectional Industries	2,211.63
88-CC-4173	Shell Oil Co.	46.30
88-CC-4177	Service Merchandise	279.88

88-CC-4182	Joliet Township High School District 204	3,319.88
88-CC-4183	Press Services, Inc.	265.60
88-CC-4201	Springfield Public Utilities Department	34.39
88-CC-4210	Snyder, Jack O.	386.65
88-CC-4212	Illinois Correctional Industries	9,457.33
88-CC-4227	Xerox Corp.	468.31
88-CC-4228	Xerox Corp.	320.84
88-CC-4229	Xerox Corp.	247.56
88-CC-4230	Xerox Corp.	232.50
88-CC-4233	Xerox Corp.	172.80
88-CC-4234	Xerox Corp.	75.84
88-CC-4235	Concurrent Computer Corp.	9,053.00
88-CC-4237	Omaha Airplane Supply Co.	281.40
88-CC-4238	St. Mary's Hospital	300.00
88-CC-4239	Fayco Enterprises, Inc.	174.00
88-CC-4259	Health Care Service Corp.	998.55
88-CC-4260	Environmental Systems Research Institute	2,000.00
88-CC-4279	Multigraphics	4,065.00
88-CC-4280	Pedersen, Jane C., CSW	1,440.00
88-CC-4281	ANR Freight System	53.71
88-CC-4287	Catholic Charities Diocese of Joliet, Inc.	5,326.74
88-CC-4296	Ricoh Corp.	133.00
88-CC-4297	Lake Land College	1,097.00
88-CC-4298	Lake Land College	708.00
88-CC-4299	Jeffries, Lila	102.00
88-CC-4307	Sears, Roebuck & Co.	291.40
88-CC-4308	Cole, Sharon	179.00
88-CC-4309	Beddingfield, Rosemary	72.00
88-CC-4310	Community Care Systems, Inc.	60.00
88-CC-4311	Community Care Systems, Inc.	56.00
88-CC-4312	Contractors Supply Co.	1,428.44
88-CC-4327	Malone Enterprises	400.00
88-CC-4333	Ace Coffee Bar	91.00
88-CC-4334	Goodyear Tire & Rubber Co.	263.59
88-CC-4335	Goodyear Tire & Rubber Co.	159.24
88-CC-4349	Skaggs, Bonabell	233.00
88-CC-4351	Stoxstell, Charlotte	280.00
88-CC-4369	St. Therese Medical Center	216.00
88-CC-4370	St. Therese Medical Center	60.00
88-CC-4371	St. Therese Medical Center	60.00
88-CC-4372	St. Therese Medical Center	40.00

88-CC-4374	Sears, Roebuck & Co.	288.82
88-CC-4375	Chicago Print Mail Center	495.00
88-CC-4377	Turner Subscriptions	105.13
88-CC-4419	Hronek's Court Reporters	68.35
88-CC-4431	Central Refrigeration	494.40
88-CC-4432	Bradfield's Computer Supply	195.00
88-CC-4435	McKinley, Ada S., Community Services	1,440.00
88-CC-4436	Murrie, James	68.70
88-CC-4450	Illinois Bell Telephone Co.	836.13
88-CC-4451	Action Office Supply	74.25
88-CC-4453	Blean, John P.	271.50
88-CC-4457	Dixon Ticonderoga Co.	816.00
88-CC-4462	Ace Hardware	10.78
88-CC-4468	Harris Trust & Savings Bank	1,283.98
88-CC-4469	Continental Illinois National Bank	159.87
88-CC-4472	Crawford Brake Co.	45.00
88-CC-4477	Murray, John P., Psy. D.	225.00
88-CC-4505	Memorial Medical Center	2,525.72
88-CC-4509	Visiting Nurse Assoc. North	659.27
88-CC-4513	Sykes, Elizabeth	380.65
88-CC-4517	Pick Fisheries, Inc.	718.10
88-CC-4521	Gruener Office Supplies, Inc.	913.50
88-CC-4528	Hoeltzer, Dorothy J.	165.00
88-CC-4529	Young, Arthur	25,000.00
88-CC-4536	St. Mary's Hospital	241.20
88-CC-4538	Pierson, Sheila	93.00
88-CC-4549	Goodyear Auto Service	48.82
88-CC-4550	Rhodes Tower Service, Inc.	1,990.00
88-CC-4551	Rhodes Tower Service, Inc.	350.00
88-CC-4568	Suburban Cook Co. Area Agency on Aging	484.05
88-CC-4572	Collinsville Hilton	131.63
88-CC-4579	Distinctive Business Products	25.23
88-CC-4581	Carroll's Pharmacy	555.20
88-CC-4589	Novak, Anna Marie	47.99
88-CC-4590	Medical Service Plan	2,339.00
88-CC-4592	Collinsville Hilton	260.85
88-CC-4594	Collinsville Hilton	33.30
88-CC-4595	Collinsville Hilton	200.00
88-CC-4600	Village Auto Body & Towing, Inc.	49.00
88-CC-4601	Village Auto Body & Towing, Inc.	55.00
88-CC-4603	Illinois, University of, Board of Trustees	2,741.98

88-cc-4605	Illinois, University of, Board of Trustees	398.09
88-CC-4606	310 Center	32,846.70
88-CC-4619	St. Mary Hospital	754.20
88-CC-4652	Ficek Electric	328.69
88-CC-4667	Mt. Sinai Hospital Medical Center	442.88
88-CC-4679	McGaw, Foster G., Hospital	1,687.01
89-CC-0002	Hays, Jim, Inc.	48.00
89-CC-0003	Chicago Hearing Society	157.50
89-CC-0006	Chicago Hearing Society	45.00
89-CC-0008	Chicago Hearing Society	40.00
89-CC-0009	Chicago Hearing Society	40.00
89-CC-0018	Service Merchandise	294.15
89-CC-0020	DePaul University	12,175.00
89-CC-0021	Consumers Tire & Supply	136.25
89-CC-0023	Consumers Tire & Supply	45.06
89-CC-0024	Granville, Clementeen	2,165.10
89-CC-0027	American College Testing Program	13,598.40
89-CC-0031	Community Care Systems	36.00
89-CC-0045	Reese, Michael, Hospital	13,128.80
89-CC-0054	Standard Business Products, Inc.	569.25
89-CC-0067	Svaniga, Lora J.	286.90
89-CC-0068	Svaniga, Lora J.	39.50
89-CC-0076	Coles Co. Assn. for the Retarded, Inc.	1,538.89
89-CC-0077	IL Correctional Industries	5,025.00
89-CC-0078	Bernardi, Valerie	100.00
89-CC-0095	By-Pass Auto Body	43.70
89-CC-0098	By-Pass Auto Body	20.00
89-CC-0100	By-Pass Auto Body	20.00
89-CC-0101	By-Pass Auto Body	18.00
89-CC-0103	Landgraf's, Ltd.	3,657.55
89-CC-0104	Landgraf's, Ltd.	1,522.00
89-CC-0105	Landgraf's, Ltd.	626.40
89-CC-0107	Landgraf's, Ltd.	343.40
89-CC-0108	Landgraf's, Ltd.	275.40
89-CC-0109	Landgraf's, Ltd.	234.00
89-CC-0110	Landgraf's, Ltd.	171.70
89-CC-0111	Landgraf's, Ltd.	171.70
89-CC-0112	Landgraf's, Ltd.	123.10
89-CC-0113	Bonanza Service	102.13
89-CC-0121	Environmental Mechanical Services, Inc.	44,750.00
89-CC-0122	Nixdorf Computer Corp.	2,550.00

89-CC-0123	Wieher, Alfred W., Beneficiary of Bank of Ravenswood Trust 25-7109	81,585.50
89-CC-0124	Chicago, University of, Professional Services	3,315.71
89-CC-0134	Heidelberg Eastern, Inc.	81.48
89-CC-0135	South Suburban College	178.50
89-CC-0136	Medical Evaluation Services	174.00
89-CC-0137	Ambulance Service Corp.	1,071.60
89-CC-0138	Larkin Center	413.15
89-CC-0141	Midland Communications	250.00
89-CC-0148	Mercy Hospital & Medical Center	25.00
89-CC-0160	Press Services, Inc.	274.40
89-CC-0161	Saline Co. Treasurer	300.00
89-CC-0162	Bruce, Charles, Builder	760.69
89-CC-0167	Corn Belt Library System	8,940.21
89-CC-0168	Star, Leslie D.	740.00
89-CC-0176	Chicago, City of, Dept. of Health	10,753.99
89-CC-0182	Chicago Osteopathic Outreach	6,156.00
89-CC-0233	Carroll Seating Co.	466.00
89-CC-0237	Macon Resources	1,875.66
89-CC-0251	Horton, Arthur	248.00
89-CC-0266	Cox, Linda L.	254.97
89-CC-0275	Best Foam Fabricators	270.35
89-CC-0276	West Publishing Co.	305.25
89-CC-0279	NCCD	465.00
89-CC-0282	Shell Oil Co.	170.62
89-CC-0283	McGrath Office Equipment	234.00
89-CC-0295	NAPA Auto Supply	62.33
89-CC-0296	Ramsey, Blaine, Jr.	108.15
89-CC-0302	Paradyne Corp.	500.50
89-CC-0303	Memorial Medical Center	330.00
89-CC-0308	Fujitsu GTE Business Systems	82,673.46
89-CC-0312	Visually Handicapped Managers of Illinois, Inc.	3,181.90
89-CC-0315	Carlson, Robert E.	518.25
89-CC-0334	GTE Telecom Marketing Corp.	14,593.84
89-CC-0335	Owens, Mary Lee, M.D.	128.00
89-CC-0336	MCS Community Services	1,307.99
89-CC-0337	MCS Community Services	478.94
89-CC-0340	Amoco Oil Co.	594.77
89-CC-0341	Amoco Oil Co.	230.60
89-CC-0342	Amoco Oil Co.	134.24

89-CC-0343	Amoco Oil Co.	127.72
89-CC-0361	Designs for Change	518.61
89-CC-0390	Quality Care	347.47
89-CC-0391	Bio-Analytical Technologies	234.50
89-CC-0401	Dunlap, Lennette	209.07
89-CC-0408	Fujitsu GTE Business Systems	703.87
89-CC-0409	Bennett, Maisha	75.00
89-CC-0410	Illinois Bell Telephone Co.	449.97
89-CC-0415	Eilers, Karolynn R.	37.40
89-CC-0420	Fujitsu GTE Business Systems	21,000.00
89-CC-0421	Fujitsu GTE Business Systems	34,182.82
89-CC-0422	IBM	1,199.57
89-CC-0423	Central Truck Parts Co.	40.64
89-CC-0425	Scheel, Kenneth A.	712.43
89-CC-0428	Constable Equipment Co.	387.00
89-CC-0482	Northern Illinois Medical Center	69.00
89-CC-0484	Press Services, Inc.	513.82
89-CC-0485	Illinois Valley Community College	834.12
89-CC-0491	Diagnostic Radiology	14.00
89-CC-0494	Eiland, Ella	96.75
89-CC-0497	Ricoh Corp.	440.00
89-CC-0498	Ricoh Corp.	135.00
89-CC-0512	Sun Refining & Marketing Co.	44.40
89-CC-0514	Western Illinois University	362.50
89-CC-0516	American Psychiatric Assn.	143.00
89-CC-0517	National Bureau of Standards	411.80
89-CC-0518	Chapman, Lawrence I., M.D.	45.00
89-CC-0529	Western Illinois University	72.00
89-CC-0530	Burns Properties	379.65
89-CC-0548	Chicago Public Schools	2,665.44
89-CC-0555	McCorkle Court Reporters, Inc.	144.85
89-CC-0556	McCorkle Court Reporters, Inc.	127.50
89-CC-0560	McCorkle Court Reporters, Inc.	230.80
89-CC-0562	McCorkle Court Reporters, Inc.	114.10
89-CC-0563	McCorkle Court Reporters, Inc.	55.00
89-CC-0572	Wiley Office Equipment	412.58
89-CC-0587	Lipschutz, Harold, M.D.	492.00
89-CC-0589	Tandy Corp.	99,214.19
89-CC-0590	Tandy Corp.	5,122.85
89-CC-0599	IBM	5,192.00
89-CC-0604	St. James Hospital	185.00

89-CC-0605	St. James Hospital	169.82
89-CC-0610	Help at Home, Inc.	20.00
89-CC-0611	Help at Home, Inc.	14.00
89-CC-0612	Delgado, Elvira	296.12
89-CC-0615	Motorola, Inc.	199,386.00
89-CC-0616	Motorola, Inc.	6,175.00
89-CC-0617	Wiley Office Equipment Co.	1,019.13
89-CC-0619	Wiley Office Equipment Co.	542.50
89-CC-0620	Wiley Office Equipment Co.	460.00
89-CC-0621	Wiley Office Equipment Co.	130.00
89-CC-0622	Kennedy, Lt. Joseph P., Jr., School	1,314.21
89-CC-0626	Arn, James E.	198.60
89-CC-0634	St. Therese Medical Center	102.36
89-CC-0635	St. Therese Medical Center	13.20
89-CC-0673	Anderson, Ruth P. (Adkins)	50.00
89-CC-0674	Quaker State Minit-Lube	109.43
89-CC-0676	Reece Corp.	1,117.20
89-CC-0678	Continuing Legal Education Satellite Network	435.00
89-CC-0679	Western Illinois University	788.00
89-CC-0696	O'Neill, Timothy P.	189.24
89-CC-0697	HHE Emergency Services	117.00
89-CC-0698	Jobco, Inc.	483.00
89-CC-0699	Jobco, Inc.	358.00
89-CC-0700	Jobco, Inc.	194.00
89-CC-0701	Jobco, Inc.	161.80
89-CC-0702	Jobco, Inc.	150.00
89-CC-0703	Jobco, Inc.	80.00
89-CC-0704	Jobco, Inc.	18.95
89-CC-0722	Valcom Computer Center	135.00
89-CC-0726	Simms, Mark	229.60
89-CC-0735	Roosevelt University	1,550.00
89-CC-0736	Roosevelt University	1,550.00
89-CC-0737	Roosevelt University	775.00
89-CC-0738	South Suburban Hospital	383.55
89-CC-0741	Panbor Industrial Supply	83.70
89-CC-0748	Orthopaedic Associates, Inc.	100.00
89-CC-0763	Washington University, Dept. of Anesthesiology	444.00
89-CC-0772	This End Up	245.00
89-CC-0776	Simplex Time Recorder Co.	623.00

89-CC-0779	Lake-Cook Psychologists & Counseling Assoc.	1,200.00
89-CC-0787	Murdoch & Coll, Inc.	122.50
89-CC-0788	Murdoch & Coll, Inc.	24.50
89-CC-0789	Murdoch & Coll, Inc.	20.00
89-CC-0797	Com/Pleat Drapery Service	1,045.00
89-CC-0801	HPSC, Inc.	1,528.10
89-CC-0802	Metal Decor	1,548.00
89-CC-0803	Government Data Publications	181.20
89-CC-0804	Government Data Publications	119.95
89-CC-0807	National Car Rental	173.16
89-CC-0808	Harris Corp.	5,070.00
89-CC-0809	Fehrenbacher, Tommie D.	239.06
89-CC-0816	Western Illinois University	26,268.00
89-CC-0817	Tolbert, Janice	32.35
89-CC-0819	American Medical Association	100.00
89-CC-0821	Roosevelt University	1,550.00
89-CC-0822	Spoon River College	279.00
89-CC-0823	Professional Adjustment Bureau	14.17
89-CC-0824	Kennedy, Lt. Joseph P., Jr., School	3,330.68
89-CC-0826	Illinois Correctional Industries	1,760.00
89-CC-0831	Oldfield Tire, Inc.	192.75
89-CC-0841	Moline Psychiatric Assoc.	109.00
89-CC-0848	True Value Hardware	459.00
89-CC-0854	Harvard Ready Mix, Inc.	1,123.93
89-CC-0859	George Alarm Co., Inc.	25.00
89-CC-0860	George Alarm Co., Inc.	942.00
89-CC-0861	George Alarm Co., Inc.	214.80
89-CC-0862	George Alarm Co., Inc.	70.83
89-CC-0863	George Alarm Co., Inc.	413.40
89-CC-0865	George Alarm Co., Inc.	192.00
89-CC-0867	George Alarm Co., Inc.	18.00
89-CC-0870	George Alarm Co., Inc.	64.71
89-CC-0871	George Alarm Co., Inc.	31.20
89-CC-0872	George Alarm Co., Inc.	256.00
89-CC-0877	Zep Manufacturing	575.40
89-CC-0879	Stachmus, John	179.31
89-CC-0880	CU 1 Travel	132.00
89-CC-0881	Seattle Hilton	155.25
89-CC-0891	Rock Island Co. Health Dept.	1,923.37
89-CC-0892	Lakeside Bookstore #193	714.68

89-CC-0893	Kaylin, Anthony M.	527.10
89-CC-0894	Deatherage, James L.	160.39
89-CC-0895	Peoria Association for Retarded Citizens	1,565.97
89-CC-0900	Amoco Oil Co.	121.96
89-CC-0901	Electronic Flag Poles, Inc.	452.61
89-cc-0902	Campbell, Jerry	825.00
89-CC-0904	Meilahn Manufacturing Co.	1,400.00
89-CC-0909	Simpson, Donna M.	34.02
89-CC-0918	General Electric Supply	353.40
89-CC-0919	General Electric Supply	345.60
89-CC-0920	General Electric Supply	50.00
89-CC-0921	General Electric Supply	199.76
89-CC-0922	General Electric Supply	45.65
89-CC-0923	General Electric Supply	45.65
89-CC-0925	Kienstra, Inc.	159.00
89-CC-0937	Carbondale Clinic	28.00
89-CC-0939	Linn Street Lumber	355.22
89-CC-0940	Office Store Co.	50.75
89-CC-0945	Illinois Correctional Industries	2,000.00
89-CC-0956	Easter Services, Inc.	150.00
89-CC-0961	Western Illinois University	150.00
89-CC-0963	Meilahn Manufacturing Co.	5,625.00
89-CC-0964	Kennedy, Lt. Joseph P., Jr., School	11,124.25
89-CC-0968	Lad Lake, Inc.	1,359.76
89-CC-0969	Mid-City Locksmiths, Inc.	1,122.43
89-CC-0970	Xerox Corp.	210.00
89-CC-0971	Xerox Corp.	246.00
89-CC-0972	Xerox Corp.	116.10
89-CC-0974	Xerox Corp.	432.00
89-CC-0975	Xerox Corp.	432.00
89-CC-0976	Xerox Corp.	360.00
89-CC-0977	Xerox Corp.	286.80
89-CC-0978	Xerox Corp.	216.00
89-CC-0979	Xerox Corp.	72.00
89-CC-0980	Xerox Corp.	246.00
89-CC-0981	Xerox Corp.	280.15
89-CC-0983	Xerox Corp.	89.00
89-CC-0984	Xerox Corp.	190.00
89-CC-0985	Xerox Corp.	180.08
89-CC-0987	Xerox Corp.	5.20
89-CC-0988	Xerox Corp.	123.75

89-CC-0989	Xerox Corp.	123.75
89-CC-0990	Community College Dist. 508, Board of Trustees of	204.00
89-CC-0991	Community College Dist. 508, Board of Trustees of	227.00
89-CC-0992	Community College Dist. 508, Board of Trustees of	171.00
89-CC-0993	Community College Dist. 508, Board of Trustees of	89.00
89-CC-0998	Chicago Hospital Supply	7,882.00
89-CC-1002	Community College Dist. 508, Board of Trustees of	667.00
89-CC-1003	Community College Dist. 508, Board of Trustees of	600.00
89-CC-1004	Community College Dist. 508, Board of Trustees of	664.00
89-CC-1005	Community College Dist. 508, Board of Trustees of	716.00
89-CC-1006	Community College Dist. 508, Board of Trustees of	615.00
89-CC-1007	Community College Dist. 508, Board of Trustees of	615.00
89-CC-1008	Community College Dist. 508, Board of Trustees of	600.00
89-CC-1009	Community College Dist. 508, Board of Trustees of	600.00
89-CC-1010	Community College Dist. 508, Board of Trustees of	89.00
89-CC-1011	Community College Dist. 508, Board of Trustees of	498.00
89-CC-1012	Community College Dist. 508, Board of Trustees of	488.00
89-CC-1013	Community College Dist. 508, Board of Trustees of	488.00
89-CC-1014	Community College Dist. 508, Board of Trustees of	449.00
89-CC-1015	Community College Dist. 508, Board of Trustees of	410.00
89-CC-1016	Community College Dist. 508, Board of Trustees of	410.00
89-CC-1017	Community College Dist. 508, Board of Trustees of	384.00

89-CC-1018	Community College Dist. 508, Board of ,Trusteesof	384.00
89-CC-1019	Community College Dist. 508, Board of Trustees of	384.00
89-CC-1020	Community College Dist. 508, Board of Trustees of	384.00
89-CC-1021	Community College Dist. 508, Board of Trustees of	384.00
89-CC-1022	Community College Dist. 508, Board of Trustees of	384.00
89-CC-1023	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1024	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1025	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1026	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1027	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1028	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1029	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1030	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1031	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1032	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1033	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1034	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1035	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1036	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1037	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1038	Community College Dist. 508, Board of Trustees of	332.00

89-CC-1039	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1040	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1041	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1042	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1043	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1044	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1045	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1046	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1047	Community College Dist. 508, Board of Trustees of	332.00
89-CC-1048	Community College Dist. 508, Board of Trustees of	300.00
89-CC-1049	Community College Dist. 508, Board of Trustees of	300.00
89-CC-1050	Community College Dist. 508, Board of Trustees of	257.00
89-CC-1051	Community College Dist. 508, Board of Trustees of	257.00
89-CC-1052	Community College Dist. 508, Board of Trustees of	257.00
89-CC-1053	Community College Dist. 508, Board of Trustees of	257.00
89-CC-1054	Community College Dist. 508, Board of Trustees of	257.00
89-CC-1055	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1056	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1057	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1058	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1059	Community College Dist. 508, Board of Trustees of	244.00

89-CC-1060	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1061	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1062	Community College Dist. 508, Board of Trustees of	244.00
89-CC-1063	Community College Dist. 508, Board of Trustees of	225.00
89-CC-1064	Community College Dist. 508, Board of Trustees of	225.00
89-CC-1065	Community College Dist. 508, Board of Trustees of	218.00
89-CC-1066	Community College Dist. 508, Board of Trustees of	192.00
89-CC-1067	Community College Dist. 508, Board of Trustees of	192.00
89-CC-1068	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1069	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1070	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1071	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1072	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1073	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1075	Community College Dist. 508, Board of Trustees of	166.00
89-CC-1076	Community College Dist. 508, Board of Trustees of	150.00
89-CC-1077	Community College Dist. 508, Board of Trustees of	150.00
89-CC-1078	Community College Dist. 508, Board of Trustees of	75.00
89-CC-1079	Community College Dist. 508, Board of Trustees of	75.00
89-CC-1080	Community College Dist. 508, Board of Trustees of	75.00
89-CC-1081	Meier Oil Service	149.75

89-CC-1089	Danville Area Community College	650.00
89-CC-1090	Northwest Ford	9.42
89-CC-1091	Brinks, Inc.	220.00
89-CC-1092	Pavkovic, Ivan, M.D.	190.30
89-CC-1094	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1095	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1096	Traffic Paint Mfg., Inc.	16,294.80
89-CC-1097	Traffic Paint Mfg., Inc.	16,294.80
89-CC-1098	Traffic Paint Mfg., Inc.	4,868.14
89-CC-1099	Vongsvivut, Arbha, M.D.	95.00
89-CC-1100	Chaddock	2,298.30
89-CC-1103	Missell, Craig D.	876.88
89-CC-1107	South Suburban College	132.26
89-CC-1112	Lakeside Child & Family Center	5,752.59
89-CC-1119	Xerox Corp.	447.69
89-CC-1120	Arc Electric Co.	685.00
89-CC-1121	Dictaphone	783.00
89-CC-1124	Catholic Children's Home	55.00
89-CC-1125	Traffic Paint Mfg., Inc.	16,782.72
89-CC-1126	Madonia, Joseph S.	106.14
89-CC-1127	Concordia College	22,468.95
89-CC-1128	Portable Tool Sales & Service, Inc.	31,355.00
89-CC-1129	Portable Tool Sales & Service, Inc.	18,970.00
89-CC-1131	Antonson, Kenneth	82.50
89-CC-1134	Wolny, Dennis, Dr.	655.00
89-CC-1135	Wolny, Dennis, Dr.	25.00
89-CC-1136	Beginnings Pre-School	1,009.60
89-CC-1137	Scheck & Siress	106.00
89-CC-1138	Alkco Manufacturing Co.	64,972.80
89-CC-1139	Garage Door Service Co.	4,998.00
89-CC-1140	Thompson, Belinda	214.35
89-CC-1141	Castillo, Jeffrey	400.00
89-CC-1142	Traffic Paint Mfg., Inc.	33,104.62
89-CC-1143	Mosler Inc.	345.02
89-CC-1145	HH Sales	4,975.00
89-CC-1148	Traffic Paint Mfg., Inc.	3,678.29
89-CC-1149	Galesburg Canvas Products	4,020.00
89-CC-1150	St. Clair Co. Treasurer	7,278.14
89-CC-1151	Squires Advertising Agency, Inc.	2,692.00
89-CC-1154	Airwork Corp.	107,293.23
89-CC-1156	Letterkraft Business Machines	459.00

89-CC-1157	DeWitt Co. Human Resources Ctr.	3,000.00
89-CC-1158	Sabetti, Joseph A.	260.00
89-CC-1159	Apple Computers	3,595.00
89-CC-1160	Symons Corp.	1,521.77
89-CC-1161	Vandenberg Ambulance Svc.	104.00
89-CC-1164	Howard Johnson Motor Lodge	77.00
89-CC-1173	Illinois State University	813.75
89-CC-1174	Illinois State University	525.00
89-CC-1175	Illinois State University	525.00
89-CC-1176	Illinois State University	393.00
89-CC-1177	Illinois State University	225.00
89-CC-1178	Illinois State University	33.00
89-CC-1179	Engineered Sales, Inc.	486.60
89-CC-1180	Engineered Sales, Inc.	114.00
89-CC-1182	Carle Foundation Hospital	223.00
89-CC-1185	Hoosevelt University	1,550.00
89-CC-1186	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1187	Traffic Paint Mfg., Inc.	2,163.15
89-CC-1193	Culbertson Heating & Cooling	170.20
89-CC-1194	James Machinery Inc.	4,844.00
89-CC-1195	Cat USA, Inc.	260.00
89-CC-1200	Illinois, University of	240.00
89-CC-1201	Wiley Office Equipment	2,003.00
89-CC-1202	Wiley Office Equipment	168.00
89-CC-1203	Med Centre Labs	49.50
89-CC-1205	Kratz Co.	955.00
89-CC-1206	Midwest Fence Co.	27,527.50
89-CC-1207	St. Francis, College of	3,100.00
89-CC-1210	Danville Area Community College	225.00
89-CC-1213	Dependable Copy Service	20.00
89-CC-1223	Hancock Co. Health Dept.	990.30
89-CC-1224	Hancock Co. Health Dept.	395.70
89-CC-1225	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1226	Clarklift West	1,275.20
89-CC-1227	Henry, Bonnie J.	81.00
89-CC-1228	Nathan, Jessie	420.00
89-CC-1235	Palco Linings, Inc.	505.44
89-CC-1236	General Telephone Co. of Illinois	1,022.06
89-CC-1238	Philpot, Marvin	73.36
89-CC-1239	Days Inn	24.61
89-CC-1245	Ryan, Forrest L.	60.54

89-CC-1246	Lincoln Land Development Co.	1,984.14
89-CC-1247	l'ri-County Tire	80.00
89-CC-1248	Wiley Office Equipment	180.00
89-CC-1249	Service Supply Co.	30,814.18
89-CC-1251	Little Bo-Peep Child Care Center	919.28
89-CC-1253	Joliet Audio Vestibular Labs	30.00
89-CC-1255	Hancock McDonough	1,558.77
89-CC-1256	Lawyers Co-Operative Publishing Co.	814.40
89-CC-1257	Lawyers Co-Operative Publishing Co.	539.00
89-CC-1258	Association for Retarded Citizens of Spring- field	9,990.93
89-CC-1260	Everhart, Irene	203.20
89-CC-1266	IHM	14,566.00
89-CC-1267	IHM	10,743.00
89-CC-1268	IBM	3,886.00
89-CC-1269	IHM	3,362.00
89-CC-1270	IHM	1,815.00
89-CC-1271	IHM	1,184.00
89-CC-1272	IHM	1,490.00
89-CC-1273	IHM	1,294.00
89-CC-1274	IHM	305.00
89-CC-1275	IHM	206.00
89-CC-1276	Western Illinois University	165.00
89-CC-1277	Henson Ambulance, Inc.	115.48
89-CC-1278	Henson Ambulance, Inc.	115.48
89-CC-1279	Henson Ambulance, Inc.	78.91
89-CC-1280	Henson Ambulance, Inc.	30.90
89-CC-1281	Henson Ambulance, Inc.	15.45
89-CC-1282	Ellis Grove Sales Service	265.10
89-CC-1284	Kratz Co.	1,575.00
89-CC-1285	Silver Cross Hospital	1,360.49
89-CC-1286	Arango, Haydee	102.27
89-CC-1287	Rozkuszka, Thomas	161.00
89-CC-1288	Hall, Roy	296.87
89-CC-1289	V.H.M.I. Cafeteria	46.60
89-CC-1290	Hampton Inn	88.00
89-CC-1291	Hampton Inn	88.00
89-CC-1292	Hampton Inn	44.00
89-CC-1293	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1294	Traffic Paint Mfg., Inc.	16,552.31
89-CC-1295	Universal Communications	312.50

89-CC-1306	Arrow Electronics	827.00
89-CC-1307	Parkland College	102.65
89-CC-1308	Bates Shoe Co.	8,593.00
89-CC-1309	Poorsattar, Gulnar P.	75.00
89-CC-1311	Fujitsu GTE Business Systems	148.22
89-CC-1312	Traffic Paint Mfg., Inc.	33,104.62
89-CC-1313	American Institutional Textile Co.	2,160.00
89-CC-1314	Weston-Gulf Coast Laboratories	3,751.50
89-CC-1315	Henson Ambulance Co.	290.96
89-CC-1316	Henson Ambulance Co.	115.48
89-CC-1318	Popovic, William J., M.D.	40.00
89-CC-1319	Kennedy Real Estate	730.83
89-CC-1321	Allen, Margaret	980.00
89-CC-1323	Holiday Inn	1,322.54
89-CC-1324	Higgins, Sousan	146.70
89-CC-1325	Muccianti, Edward	3,100.00
89-CC-1326	Chicago Board of Election Commissioners	129,956.00
89-CC-1327	Willett, Douglas	123.69
89-CC-1328	Willett, Douglas	111.51
89-CC-1329	Black, Rhonda	24.00
89-CC-1331	Linde	39.50
89-CC-1333	Bebon Office Machines	55.00
89-CC-1343	Illinois Bell Telephone Co.	7,381.04
89-CC-1344	Illinois Bell Telephone Co.	1,309.16
89-CC-1346	Czarnecki, John	500.00
89-CC-1347	Stansell, Kathie V.	650.08
89-CC-1348	Bishop, Francis	33.00
89-CC-1351	St. Coletta School	301.40
89-CC-1354	Clearbrook Center	81.30
89-CC-1355	Lake Co. Sheriff's Dept.	394.00
89-CC-1357	Reliance Automotive, Inc.	122.35
89-CC-1358	Seguin Services, Inc.	5,048.40
89-CC-1359	Illinois Correctional Industries	93.00
89-CC-1360	John's Locksmith Shop	34.00
89-CC-1361	Days Inn	33.00
89-CC-1362	Hutson, Michelle	500.00
89-CC-1363	Sparta Service	198.78
89-CC-1364	Sparta Service	18.50
89-CC-1365	Hampton Inn	132.00
89-CC-1366	Hampton Inn	132.00
89-CC-1367	Buschart Office Products	985.00

89-CC-1369	American Fiber-Velope Manufacturing Co.	1,853.16
89-CC-1371	Hohulin Bros. Fence Co.	731.80
89-CC-1372	Kauffman, Linda C.	160.00
89-CC-1373	Oberland Communications Systems	74.24
89-CC-1377	Securitylink	132.58
89-CC-1378	Portable Tool Sales & Service	31,855.00
89-CC-1379	Northwest Electric Supply	394.50
89-CC-1380	Taff, Harold, Inc.	26,520.00
89-CC-1381	Fredriksen & Sons Fire Equipment	103.00
89-CC-1382	Holmes, Michael	30.70
89-CC-1383	Contractors Supply Co.	23.04
89-CC-1384	Eastern Illinois University	2,210.00
89-CC-1386	Spoon River College	2,320.00
89-CC-1387	Boston, Kayla	500.00
89-CC-1389	Workman's Service Center	10.70
89-CC-1390	Nixdorf Computer Corp.	265.50
89-CC-1395	Illinois Bell Telephone Co.	2,669.15
89-CC-1396	Illinois Bell Telephone Co.	442.96
89-CC-1397	Illinois Bell Telephone Co.	380.42
89-CC-1398	Illinois Bell Telephone Co.	308.27
89-CC-1399	Illinois Bell Telephone Co.	218.92
89-CC-1403	Quality Care	273.07
89-CC-1405	Reed-Barbee, Diane	227.01
89-CC-1406	St. James Hospital Medical Center	1,352.41
89-CC-1415	Johnson, Mary Barb	214.00
89-CC-1416	DeMar, Shirley	111.59
89-CC-1417	IBM	1,200.00
89-CC-1419	IBM	400.00
89-CC-1420	Camp Chi of JJC	60.00
89-CC-1421	Rehabilitation Medicine	113.00
89-CC-1424	Continental Airlines	147.00
89-CC-1425	Western Illinois University'	187.50
89-CC-1426	King, Barbara & Thomas	221.76
89-CC-1427	King, Barbara & Thomas	157.08
89-CC-1428	Quincy College	1,550.00
89-CC-1429	Quincy College	875.00
89-CC-1430	Quincy College	450.00
89-CC-1431	Quincy College	300.00
89-CC-1432	Coles Co. Council on Aging	76.80
89-CC-1434	Zuber, Anne M.	500.00
89-CC-1445	Mascoutah Equipment Co.	86.83

89-CC-1446	Traffic Paint Mfg., Inc.	27,587.25
89-CC-1447	Traffic Paint Mfg., Inc.	16,026.84
89-CC-1452	Straub, Andrew J.	500.00
89-CC-1453	Guidice, Richard J.	380.00
89-CC-1454	Jesse, Dawn	96.58
89-CC-1455	Emsco III, Ltd.	124.00
89-CC-1456	Lamb, Gordon	79.56
89-CC-1462	Kara Co., Inc.	554.00
89-CC-1463	Kara Co., Inc.	214.50
89-CC-1464	Bruni, Gino	22.00
89-CC-1465	Bruni, Gino	9.60
89-CC-1466	Bruni, Gino	4.20
89-CC-1468	Martin, John D., Electrical Contractor, Inc.	165.00
89-CC-1469	Pilsen-Little Village Community	724.37
89-CC-1471	Cabrales, Ana Bertha	500.00
89-CC-1472	Illinois State University	500.00
89-CC-1473	Roosevelt University	500.00
89-CC-1474	Phillips, David L.	391.20
89-CC-1475	Household Data Services, Inc.	726.26
89-CC-1496	Metropolitan Elevator Co.	990.00
89-CC-1497	Verville, Robert	21.40
89-CC-1498	Wicks, Belinda	1,033.33
89-CC-1500	Wisconsin, University of	225.00
89-CC-1503	Kappelman, Christine	25.67
89-CC-1505	Phillips, Janice	174.15
89-CC-1506	Ray, Sarah	49.50
89-CC-1507	School of the Art Institute	4,650.00
89-CC-1508	Rodgers, Ricky	2,066.66
89-CC-1512	Hamel Service	176.77
89-CC-1515	Mills Auto Parts	75.00
89-CC-1516	Baldwin, J. T., D.P.M.	70.00
89-CC-1517	Whitehall Laboratories	279.84
89-CC-1518	Southern Public Safety Equipment Co.	215.30
89-CC-1519	Shell Oil Co.	334.48
89-CC-1520	Goodyear Tire & Rubber Co.	1,186.14
89-CC-1521	Goodyear Tire & Rubber Co.	875.07
89-CC-1529	Illinois Correctional Industries	1,450.00
89-CC-1530	Illinois Correctional Industries	467.29
89-CC-1531	Quincy College	450.00
89-CC-1536	Traffic Paint Mfg., Inc.	41,036.17
89-CC-1544	Chuprevich, Joseph W., Dr.	209.00

89-CC-1553	Management Systems & Services, Inc.	10,000.00
89-CC-1554	Jasper Co. Recorder	7.00
89-CC-1555	Dooley, Joseph M., Jr., M.D.	20.00
89-CC-1556	Kellogg Sales Co.	99.90
89-CC-1557	Design Healthcare Systems	2,752.00
89-CC-1558	Robins, G. S., Co.	2,040.00
89-CC-1561	Community College Dist. 508, Board of Trustees of	358.00
89-CC-1564	Meyers on Chicago Ave.	84.00
89-CC-1602	7490 K Mart	83.16
89-CC-1604	Older Adult Rehabilitation Service	433.82
89-CC-1605	Bruce's Mobil	124.03
89-CC-1607	Northern Illinois University	228.19
89-CC-1608	Lichtenstein, Larry	315.00
89-CC-1611	Wyalusing Academy	1,293.16
89-CC-1612	Chicago, University of	4,649.98
89-CC-1613	Environmental Mechanical Services, Inc.	1,290.65
89-CC-1614	Pardo, Leopoldo P., Jr., M.D.	4,480.00
89-CC-1615	Leader Distributing, Inc.	1,931.26
89-CC-1616	United Medical Mart	35.00
89-CC-1617	Mayfair Supply Co.	833.80
89-CC-1618	Mayfair Supply Co.	743.00
89-CC-1619	Karoll's, Inc.	23,768.24
89-CC-1620	Art Institute of Chicago, School of	375.00
89-CC-1631	Medcentre Laboratories	49.00
89-CC-1632	Randolph Hospital Dist.	23.24
89-CC-1633	Traffic Paint Mfg., Inc.	44,496.49
89-CC-1640	Gaftman, Judy	92.98
89-cc-1641	Williams, Lorraine	41.64
89-CC-1642	Schultz, Mary M.	394.52
89-CC-1643	Hampton Inn	176.00
89-CC-1646	Illinois State University	180.75
89-CC-1649	Illinois State University	30.75
89-CC-1651	Springfield Hilton	116.77
89-CC-1659	Springfield Hilton	44.00
89-CC-1661	Boone Co. Recorder	35.00
89-CC-1662	Obafemi, Charles A.	217.35
89-CC-1663	Brown, Martha	116.97
89-CC-1664	Boulware, Richard	73.50
89-CC-1665	Elkville Mobil	25.00
89-CC-1666	Illinois, University of, Board of Trustees of the	2,357.23

89-CC-1667	Illinois, University of, Board of Trustees of the	590.00
89-CC-1670	Greenview Nursery	150.00
89-CC-1671	Greenview Nursery	119.64
89-CC-1672	Greenview Nursery	39.60
89-CC-1674	Baker & Taylor	11.64
89-CC-1675	Nimco Corp.	339.80
89-CC-1676	F&M Distributors	26.65
89-CC-1678	Gaffney, Joan T.	325.00
89-CC-1679	Blair & Assoc.	274.15
89-CC-1680	Still, J.A., Co.	10.00
89-CC-1681	Wabash General Hospital	45.00
89-CC-1682	Blauer Manufacturing Co.	356.40
89-CC-1683	Holiday Inn	214.50
89-CC-1697	Long Elevator & Machine Co., Inc.	9,633.51
89-CC-1704	Entenmann-Rovin Co.	7,452.00
89-CC-1705	Kline's Dept. Store	82.31
89-CC-1706	Citicorp Diners Club	495.94
89-CC-1715	Superior Music Service	183.70
89-CC-1716	Hoteko, Phyllis	71.07
89-CC-1718	Harvard Community Memorial Hospital	1,005.00
89-CC-1723	Santiago, Gracie	291.98
89-CC-1724	Beckmann Turf & Irrigation	426.82
89-CC-1727	Beckmann Turf & Irrigation	82.12
89-CC-1728	Beckmann Turf & Irrigation	55.85
89-CC-1729	Sonic Alert, Inc.	989.90
89-CC-1730	Muldrow, Thallissia	232.84
89-CC-1731	Thomson, Theresa	500.00
89-CC-1732	New Horizons Ranch & Center, Inc.	17.69
89-CC-1734	Keokuk "8"	27.35
89-CC-1744	Ambassador Office Equipment	1,555.53
89-CC-1745	Demain, Lori	301.89
89-CC-1749	Consolidation Coal Co.	70.82
89-CC-1750	SIU University, Board of Trustees	7,062.87
89-CC-1751	American Conservatory of Music	1,550.00
89-CC-1752	Greenfield, Patricia	835.96
89-CC-1754	Joerns Healthcare, Inc.	1,099.49
89-CC-1755	Grayson, Sandra	183.43
89-CC-1756	Blackford, Lindell	38.50
89-CC-1760	Baham, Anne	40.00
89-CC-1761	Westmont, Village of	933.67

89-CC-1766	Concurrent Computer Corp.	57,243.67
89-CC-1767	Canfield Lucas Lumber Co.	919.23
89-CC-1768	Tennsco	4,481.00
89-CC-1772	P.S. Temporaries	598.00
89-CC-1773	Little City Foundation	1,580.10
89-CC-1774	Contel of Illinois	95.58
89-CC-1776	Sysco Continental	431.23
89-CC-1777	Bugle Publications	174.00
89-CC-1778	Fujitsu GTE Business Systems	12,379.07
89-CC-1805	Whitehead, Richard	210.00
89-CC-1806	Collins, Bertha K.	114.85
89-CC-1807	Clearbrook Center for the Handicapped	63.78
89-CC-1808	Bader's Art & Drafting Materials	15.78
89-CC-1809	Curtis Industries	200.43
89-CC-1810	By-Pass Auto Body, Inc.	274.36
89-CC-1812	Draperies Unique	2,479.68
89-CC-1813	Illinois State University	1,294.08
89-CC-1816	Abajian, Armin	262.92
89-CC-1817	Holmes, Suzanne M.	126.28
89-CC-1820	Marcotte, Gary, D.O.	18.40
89-CC-1821	House, Emma	225.00
89-CC-1822	Hunt, Gloria	128.31
89-CC-1825	Bridgeforth, Ivaleen Products Corp.	45.36
89-CC-1826	Jumer's Continental Inn	33.00
89-CC-1827	U.S. Oil Co., Inc.	5,209.79
89-CC-1835	Phillips 66 Co.	31.27
89-CC-1836	Vollintine Construction Inc.	1,013.00
89-CC-1837	Mercer County, Illinois	884.38
89-CC-1839	Fromme, John R.	97.41
89-CC-1842	Kitty Hawk Travel	317.20
89-CC-1843	Redmond, Hazel	15.96
89-CC-1845	Carmean Electric	161.70
89-CC-1846	State Fire Marshal, Office of the	45.00
89-CC-1847	Famous Barr Co.	50.00
89-CC-1849	St. James Hospital Medical Center	271.15
89-CC-1850	Horizon House	106.20
89-CC-1851	Horizon House	15.87
89-CC-1864	Pronto Travel Agency	1,427.00
89-CC-1865	Elliott Distributing Co.	5,300.00
89-CC-1866	Petter, Henry A., Supply Co.	25.20
89-CC-1867	Henson Ambulance Co.	178.94

89-CC-1868	Henson Ambulance Co.	27.45
89-CC-1869	Henson Ambulance Co.	15.45
89-CC-1870	She/Cord Cable Co.	195.82
89-CC-1872	Fawcett, Jan, M.D.	1,200.00
89-CC-1884	Lutheran Child & Family Services	1,800.00
89-CC-1885	Illinois State University	1,460.00
89-CC-1887	Irvington Mental Health Center	211.00
89-CC-1894	Virco Manufacturing	2,989.00
89-CC-1895	Med-Cor	25.00
89-CC-1896	Novacom Systems, Inc.	196.29
89-CC-1897	ZBM, Inc.	173.00
89-CC-1898	West Publishing Co.	191.50
89-CC-1899	Unocal	13.61
89-CC-1900	Pied Piper Day Care	220.00
89-CC-1901	Pied Piper Day Care	105.00
89-CC-1903	Kruse, Douglas A.	500.00
89-CC-1904	Nebraska Hospital, University of	878.00
89-CC-1906	Medical Suppliers of North America, Inc.	397.00
89-CC-1911	Castillo, Melanie	249.10
89-CC-1913	IBM	2,115.00
89-CC-1914	IBM	390.00
89-CC-1916	Frese Ornamental Nursery & Landscape	6,000.00
89-CC-1917	Werner, Lawrence K.	130.22
89-CC-1918	Traffic Paint Mfg., Inc.	12,498.20
89-CC-1919	City Business Machines, Inc.	105.00
89-CC-1920	Trobiani, Steven, M.D.	41.90
89-CC-1921	Egghead Discount Software	958.49
89-CC-1922	Egghead Discount Software	958.49
89-CC-1923	Egghead Discount Software	852.44
89-CC-1926	Egghead Discount Software	395.00
89-CC-1929	Egghead Discount Software	248.45
89-CC-1930	Egghead Discount Software	169.00
89-CC-1933	Egghead Discount Software	49.00
89-CC-1937	Continental Airlines	163.00
89-CC-1938	Sherwood, Steven F.	500.00
89-CC-1939	Jordan, Chelma A.	20.52
89-CC-1941	Ewing, Bessie	170.25
89-CC-1943	St. Anthony's Memorial Hospital	73.00
89-CC-1944	St. Anthony's Memorial Hospital	46.00
89-CC-1945	St. Anthony's Memorial Hospital	44.00
89-CC-1946	St. Anthony's Memorial Hospital	27.00

89-CC-1947	St. Anthony's Memorial Hospital	27.00
89-CC-1948	St. Anthony's Memorial Hospital	27.00
89-CC-1949	St. Anthony's Memorial Hospital	27.00
89-CC-1950	St. Anthony's Memorial Hospital	22.00
89-CC-1951	St. Anthony's Memorial Hospital	19.00
89-CC-1952	St. Anthony's Memorial Hospital	19.00
89-CC-1953	St. Anthony's Memorial Hospital	19.00
89-CC-1954	St. Anthony's Memorial Hospital	19.00
89-CC-1955	Brandon, Richard	29.20
89-CC-1956	Smith-Roberson, Tanya	181.64
89-CC-1958	Kinder Care Learning Center	355.95
89-CC-1959	Olson, Barbara, School of Hope	214.29
89-CC-1960	Olson, Barbara, School of Hope	142.86
89-CC-1962	Ewing, Bessie	114.28
89-CC-1966	Motorola, Inc.	140.00
89-CC-1968	Motorola, Inc.	57.30
89-CC-1969	Wight & Co.	3,615.54
89-CC-1972	Co-ordinated Youth Services	85.02
89-CC-1973	Bardin, Joseph A.	210.00
89-CC-1974	Heitz Optical, Inc.	90.00
89-CC-1975	Campbell, Elaine	500.00
89-CC-1980	C.D.S. Office Systems	64.08
89-CC-1981	C.D.S. Office Systems	9.38
89-CC-1982	Hugin Sweda, Inc.	2,283.30
89-CC-1983	International Association of Psychosocial Rehabilitation Services	100.00
89-CC-1985	U.S. Toy Co.	198.21
89-CC-1986	U.S. Toy Co.	196.65
89-CC-1988	Taff, Harold, Inc.	1,842.75
89-CC-1999	Taff, Harold, Inc.	856.80
89-CC-2000	Howe Electric Co.	165.00
89-CC-2001	Leader Distributing, Inc.	2,334.15
89-CC-2003	Blick, Dick, Co.	1,249.30
89-CC-2004	Nelson, Karen M.	132.25
89-CC-2006	Star, Leslie D.	130.00
89-CC-2007	Mobile Office, Inc.	3,250.00
89-CC-2008	Weber, Mark R.	90.11
89-CC-2009	Ramsey, Jon C.	186.70
89-CC-2010	St. Mary's Hospital	84,940.19
89-CC-2011	Decatur Mental Health Center	9,834.00
89-CC-2014	Palmer House Hotel	81.72

89-CC-2016	Walker, Deansy M.	144.50
89-CC-2017	Association for Retarded Citizens of Springfield	445.32
89-CC-2018	Baker-Hauser	551.14
89-CC-2019	Rock Island Co.	99.50
89-CC-2021	Fonda, Roy D., Petty Cash Custodian	348.75
89-CC-2024	Madison Service Co.	56.58
89-CC-2027	McLean Co. Health Dept.	582.02
89-CC-2031	St. Therese Medical Center	1,672.30
89-CC-2036	Behm, Gregory L., Petty Cash Custodian	24.98
89-CC-2039	Moraine Valley Community College	521.00
89-CC-2040	Pitney Bowes	221.74
89-CC-2041	Amsco Mechanical, Inc.	581.15
89-CC-2043	Association for Retarded Citizens of Rock Island County	786.60
89-CC-2046	Ahmad, Sarah A.	500.00
89-cc-2049	Weiskopf, Inc.	2,662.00
89-CC-2050	Engineered Sales, Inc.	12,178.50
89-CC-2051	Kleer-Vu Plastics Corp.	400.00
89-CC-2052	Hampton Inn	37.06
89-CC-2055	Leftragraf	200.00
89-CC-2056	Union Special Corp.	38,627.45
89-CC-2057	Westmer Community Unit School Dist. 203	40.00
89-CC-2059	CU1 Travel	172.00
89-CC-2061	Illinois Correctional Industries	3,008.75
89-CC-2062	Illinois Correctional Industries	2,698.16
89-CC-2063	Illinois Correctional Industries	680.00
89-CC-2064	Illinois Correctional Industries	351.20
89-CC-2065	Illinois Correctional Industries	213.87
89-CC-2066	Illinois Correctional Industries	384.00
89-CC-2068	Miles Chevrolet	22,959.18
89-CC-2072	Medical Service Plan	410.00
89-CC-2073	Medical Service Plan	403.48
89-CC-2074	Medical Service Plan	150.00
89-CC-2077	Medical Service Plan	63.93
89-CC-2079	Christian Learn 'N Care	373.49
89-CC-2081	Rosenberg, Robert J., M.D.	208.98
89-CC-2083	Carroll Seating Co.	524.00
89-CC-2084	Garza, Estelle	39.50
89-CC-2088	Midwest Family Resource Assn.	3,232.35
89-CC-2090	Halligan, Patrick D.	1,775.00

89-CC-2092	OConnor, Sara E.	400.00
89-CC-2097	Exco, Inc.	224.95
89-CC-2098	Design Healthcare Systems,,Inc.	1,376.00
89-CC-2099	Stannard Power Equipment	16,388.00
89-CC-2101	Knutsen, Beverly	240.37
89-CC-2103	Wenona, City of	2,455.95
89-CC-2104	Adams Co. Mental Health Center	2,811.00
89-CC-2111	McHenry Co. Assn. for the ,Retarded	11,065.22
89-CC-2112	Bartold, Carole	125.00
89-CC-2113	Blair, Elizabeth	300.00
89-CC-2118	Loyola University of Chicago	2,950.00
89-CC-2122	Flora Community Unit 35	397.48
89-CC-2125	National College of Education	24,833.26
89-CC-2127	Cornerstone Services, Inc.	1,023.83
89-CC-2137	King, Edward J.	3,255.00
89-CC-2138	Northcott, Donna M.	107.50
89-CC-2143	Williamson, Jane T.	192.90
89-CC-2149	Harper C.D. High School	155.00
89-CC-2150	Hernandez, Brenda	30.00
89-CC-2151	Must Software International	300.00
89-CC-2152	Riverside Radiologists	19.98
89-CC-2153	Holiday Inn,of Vincennes	314.90
89-CC-2154	Rexroat, Max R.,DPM	1,896.00
89-CC-2155	Wang Laboratories, Inc.	3,055.75
89-CC-2157	Wang Laboratories, Inc.	1,394.00
89-CC-2158	Wang Laboratories, Inc.	1,056.00
89-CC-2160	Wang Laboratories, Inc.	384.00
89-CC-2164	McAvoy, Mark	500.00
89-CC-2165	Landgraf's, Ltd.	562.64
89-CC-2166	Lutheran Home for the Aged	123.28
89-CC-2167	Holiday Inn—Marion	45.24
89-CC-2168	Holiday Inn—Marion	43.20
89-CC-2169	Holiday Inn—Marion	43.20
89-CC-2172	Southern Illinoisan Newspaper	258.72
89-CC-2174	Henson Ambulance, Inc.	78.91
89-CC-2175	Henson Ambulance, Inc.	31.88
89-CC-2179	Habilitative Systems, Inc.	13,603.39
89-CC-2180	Koscik, Doris M.	190.00
89-CC-2186	Thomas-Proestely Co.	140.72
89-CC-2187	Vermilion Co. Probation Dept.	1,106.43
89-CC-2188	Olney Community Child Development Center	1,713.99

89-CC-2192	Quality Care	514.00
89-CC-2198	Continental Airlines	366.00
89-CC-2199	Continental Airlines	304.00
89-CC-2200	Hill, Edith	313.11
89-CC-2207	Meystel, Inc.	112.50
89-CC-2208	Phillips, La Tresa M.	342.00
89-CC-2209	Boyd Creche, Elaine, Nursing Home	2,107.38
89-CC-2210	Valencia, Sheila	825.27
89-CC-2211	U.S. Trading Corp.	2,532.00
89-CC-2212	Sorbus, Inc.	572.35
89-CC-2215	Horn, A.A., Inc.	420.00
89-CC-2216	Harris Corp.	150.07
89-CC-2217	Aurora University	1,033.33
89-CC-2218	United Airlines	525.00
89-CC-2221	Visionquest National, Ltd.	360.00
89-CC-2222	Omega Press	80.00
89-CC-2223	Concurrent Computer Corp.	419.16
89-CC-2224	Keefe Reporting Co.	35.70
89-CC-2225	Hennepin County Home School	131.00
89-CC-2226	Bogacki, Edward R.	673.04
89-CC-2232	United Samaritans Medical Center	10,139.00
89-CC-2233	United Samaritans Medical Center	10,114.00
89-CC-2234	United Samaritans Medical Center	3,419.00
89-CC-2235	United Samaritans Medical Center	3,394.00
89-CC-2236	United Samaritans Medical Center	2,772.00
89-CC-2237	Lee County	74.19
89-CC-2238	Jun's Mobil	28.13
89-CC-2239	Martinez, Gloria	33.79
89-CC-2244	Henson Robinson, Inc.	6,505.59
89-CC-2245	Phillips 66 Co.	18.69
89-CC-2248	Unisys	589.50
89-CC-2249	Unisys	390.00
89-CC-2250	Unisys	390.00
89-CC-2252	Boercker, Geoffrey K., M.D.	268.10
89-CC-2253	Gerard of Minnesota	75.60
89-CC-2254	CU1 Travel	1,584.00
89-CC-2255	CU1 Travel	97.00
89-CC-2261	Lewis, Loren P.	185.64
89-CC-2282	Illini Supply, Inc.	43.28
89-CC-2283	Cusack & Fleming, P.C.	428.15
89-CC-2284	Amoco Oil Co.	1,280.56

89-CC-2285	First United Methodist Church	200.00
89-CC-2286	Correctional Medical Systems	52,807.46
89-CC-2303	Tek Ambulance Service	167.50
89-CC-2310	Lawson Products	463.81
89-CC-2312	Vega International Travel	2,353.75
89-CC-2314	Ross, Donald, M.D.	248.50
89-CC-2315	American Society for Training & Development	420.00
89-CC-2321	Gnade, Gerard R., Jr., M.D.	322.29
89-CC-2322	Gnade, Gerard R., Jr., M.D.	373.00
89-CC-2323	Gnade, Gerard R., Jr., M.D.	249.33
89-CC-2324	Gnade, Gerard R., Jr., M.D.	205.60
89-CC-2325	Gnade, Gerard R., Jr., M.D.	202.15
89-CC-2326	Gnade, Gerard R., Jr., M.D.	108.40
89-CC-2327	Ambulance Service Corp.	877.53
89-CC-2329	Marr, Ruth	51.66
89-CC-2331	Gruener Office Supplies, Inc.	299.00
89-CC-2332	Riviera Hotel	104.86
89-CC-2333	Great Lakes Food Brokers	1,978.80
89-CC-2334	Stoldt Auto Service Center, Inc.	47.37
89-CC-2338	Rainbow Factory Daycare Center	651.30
89-CC-2339	Lincoln Office Environments	14,095.50
89-CC-2340	Springfield Public Utilities Dept.	16,898.97
89-CC-2345	Miles, Patricia	110.88
89-CC-2346	Sangamon State University	405.00
89-CC-2347	Miles Chevrolet	11,589.59
89-CC-2348	Feldman, Mark S., M.D.	255.00
89-CC-2353	Vega International Travel	135.00
89-CC-2356	One Day Cleaners	86.50
89-CC-2358	Hampton Inn	92.00
89-CC-2362	Hampton Inn	44.00
89-CC-2364	Hickey, Fred S., Corp.	404.68
89-CC-2365	Wiley Office Equipment Co.	550.00
89-CC-2366	Wiley Office Equipment Co.	600.00
89-CC-2408	Lifesaving Enterprises	50.00
89-CC-2410	Amoco Oil Co.	49.04
89-CC-2411	Illinois Consolidated Telephone Co.	3,604.28
89-CC-2412	Ford Iroquois FS, Inc.	17.81
89-CC-2419	Telemedx	7.20
89-CC-2420	Illinois Correctional Industries	4,103.20
89-CC-2421	Illinois Correctional Industries	2,673.44

89-CC-2422	Illinois Correctional Industries	423.80
89-CC-2423	Illinois Correctional Industries	349.18
89-CC-2424	Illinois Correctional Industries	281.76
89-CC-2425	McBroom, Edward	163.80
89-CC-2426	Marshall County Recorder	22.00
89-CC-2435	Lawrence Hall Youth Services	6,581.23
89-CC-2443	Cavett Rexall Drugs	53.39
89-CC-2462	Radiology Associates of Belleville	16.00
89-CC-2464	Passavant Area Hospital	667.35
89-CC-2465	Illini Moving & Storage, Inc.	2,985.00
89-CC-2470	Brookes Publishing Co.	20.15
89-CC-2473	McClellan Engineering	3,752.50
89-CC-2475	Marathon Oil Co.	10.35
89-CC-2481	Health Care Service Corp.	57,314.99
89-CC-2484	Egizii Electric, Inc.	178.32
89-CC-2485	Stiles Office Equipment, Inc.	102.54
89-CC-2492	Carroll Seating Co., Inc.	2,838.00
89-CC-2498	Ushman Communications	587.50
89-CC-2503	Quality Care	192.00
89-CC-2504	Shelby County	2,833.48
89-CC-2506	Vallen Safety Supply Co.	62.29
89-CC-2507	Delivery Network, Inc.	101.76
89-CC-2508	St. Francis Medical Center	1,742.23
89-CC-2520	Core, David K.	85.00
89-CC-2529	Holiday Inn Carlinville	151.05
89-CC-2531	Oconomoc Developmental Training Center, Inc.	1,328.36
89-CC-2533	Corn Belt Library System	395.74
89-CC-2540	Crescent Research Chemicals	7,562.00
89-CC-2559	Williamson, Robert A., Co., Inc.	268.10
89-CC-2560	Nepco, Inc.	230.00
89-CC-2561	Super 8 Lodge South	102.48
89-CC-2572	Egghed Discount Software	300.00
89-CC-2576	Shepard's McGraw-Hill	1,158.40
89-CC-2577	Quality Ready Mix Concrete Co.	878.32
89-CC-2582	Lincoln, Abraham, Memorial Hospital	1,725.19
89-CC-2589	Greco Sales, Inc.	45.60
89-CC-2590	Henson Ambulance, Inc.	42.73
89-CC-2597	Medline Industries, Inc.	701.87
89-CC-2605	Shell Oil Co.	366.78
89-CC-2606	Continental Airlines	82.00

89-CC-2607	Continental Airlines	82.00
89-CC-2608	Utility Equipment Co. ;	30,118.00
89-CC-2609	St. Coletta School	20,340.40
89-CC-2618	Moore, Bruce A., ACSW	92.70
89-CC-2620	Southern Illinois University at Edwardsville	105.95
89-CC-2621	Southern Illinois University at Edwardsville	1,259.50
89-CC-2629	World Travel Associates	262.00
89-CC-2630	Medcentre Laboratory	81.75
89-CC-2633	Schroeder Firestone	23.50
89-CC-2636	Luther, Martin, Home	67.96
89-CC-2637	Harris/3M Document Products, Inc.	166.69
89-CC-2638	Harris/3M Document Products, Inc.	153.38
89-CC-2640	Harris/3M Document Products, Inc.	54.15
89-CC-2641	Harris/3M Document Products, Inc.	35.04
89-CC-2657	Taylor Automotive Service	300.00
89-CC-2660	Homemakers, Inc.	7.52
89-CC-2671	Rock Island County Treasurer	1,000.00
89-CC-2672	Drake, William K., M.D.	20.00
89-CC-2676	Greene Funeral Directors	1,512.00
89-CC-2679	NJ Dept. of Environmental Protection	82.50
89-CC-2681	Hampton Inn	74.12
89-CC-2682	Rosenberg, Robert J., M.D.	35.00
89-CC-2685	Kelly, Margaret Rose	33.08
89-CC-2686	Cats Co.	13,125.00
89-CC-2694	HHM Emergency Services	257.00
89-CC-2695	Emsco III, Ltd.	94.00
89-CC-2696	Emsco III, Ltd.	69.00
89-CC-2699	Acetylene Gas Co.	207.61
89-CC-2700	I.D.E.A, Courier	297.00
89-CC-2708	Effingham Builders Supply	1,764.00
89-CC-2709	SuperAmerica	71.83
89-CC-2710	Career Track	49.00
89-CC-2711	Twin Tele-Com, Inc.	79.05
89-CC-2718	Fox River Foods, Inc.	581.75
89-CC-2721	East Central Illinois Area Agency on Aging, Inc.	77,552.66
89-CC-2723	A. Lincoln Travel Agency, Inc.	221.81
89-CC-2726	U.S. Oil Co., Inc.	60.17
89-CC-2730	Rizk, Mahfouz H., M.D.	50.00
89-CC-2732	Wood River Township Hospital	581.00
89-CC-2762	Amoco Oil Co.	684.66

89-CC-2763	Riverside Medical Center	541.66
89-CC-2764	Riverside Medical Center	525.76
89-CC-2765	Riverside Medical Center	525.66
89-CC-2766	Riverside Medical Center	522.00
89-CC-2767	Riverside Medical Center	521.66
89-CC-2768	Riverside Medical Center	10.00
89-CC-2770	Wood River Township Hospital	65.30
89-CC-2786	U.S. Geological Survey	14,975.66
89-CC-2798	Kane Mechanical	2,083.20
89-CC-2800	Fayco Enterprises, Inc.	1,694.70
89-CC-2801	Unocal	8.68
89-CC-2806	Associates for Family Dentistry	2,610.70
89-CC-2839	Royal Hotel	140.42
89-CC-2840	Watts Copy Systems	1,471.00
89-CC-2863	Xerox Corp.	1,011.49
89-CC-2864	Xerox Corp.	985.65
89-CC-2866	Xerox Corp.	920.00
89-CC-2871	Xerox Corp.	690.00
89-CC-2877	Xerox Corp.	292.50
89-CC-2884	Xerox Corp.	217.71
89-CC-2890	Xerox Corp.	131.00
89-CC-2897	General Instrument	258.54
89-CC-2902	Keefe Reporting Co.	116.90
89-CC-2916	K's Merchandise Mart	77.82
89-CC-2925	Rabinovich, Sergio, M.D.	361.00
89-CC-2942	Xerox Corp.	920.00
89-CC-2943	Xerox Corp.	363.75
89-CC-2946	Xerox Corp.	210.00
89-CC-2947	Moraine Valley Community College	4,964.00
89-CC-2951	Moraine Valley Community College	859.00
89-CC-2971	Golembeck Reporting Service	126.30
89-CC-2972	Golembeck Reporting Service	98.10
89-CC-2973	Golembeck Reporting Service	41.40
89-CC-2993	Allied Paper, Inc.	120.00
89-CC-3010	Decatur Memorial Hospital	100.73
89-CC-3011	Decatur Memorial Hospital	69.00
89-CC-3012	Decatur Memorial Hospital	20.00
89-CC-3029	Capitol Group	354.25
89-CC-3040	Cutler/Williams, Inc.	792.12

89-CC-3058	Illinois Eastern Community Colleges District 529	20,816.00
89-CC-3077	K's Merchandise Mart, Inc.	64.91
89-CC-3154	St. Francis, College of	775.00

**STATE COMPTROLLER ACT
REPLACEMENT WARRANTS**

FY 1989

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. **1987**, ch. 15, par. 210.10, to request a replacement warrant may file an action in the Court of Claims for payment.

89-CC-0090	By-Pass Auto Body	\$318.98
89-CC-0383	CC Services, Inc.	912.00
89-CC-0385	Boland, Jon H.	30.00
89-CC-0403	Rowley, Renee Gangas	30.00
89-CC-0411	Radke. Lissa	30.00

**PRISONERS AND INMATES
MISSING PROPERTY CLAIMS**

FY 1989

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.

84-CC-2784	Charleston, Joseph	\$140.00
84-CC-3058	Tramble, Edward Falls	400.00
86-CC-1249	Mosley, Ronald	99.95
86-CC-1925	Bryson, Larry C.	300.00
86-CC-3297	Carroll, George	109.50
86-CC-3431	Gibson, Joseph	89.90
86-CC-3500	Dean, John	11.43
87-CC-0413	Jones, Walter Amir	40.00
87-CC-0490	Carroll, George	36.40
87-CC-3119	Seider, James B.	20.00
87-CC-3632	Mosley, Ronald	50.00
88-CC-0225	Aldridge, William	79.10
88-CC-0457	Taylor, Dana	217.27
88-CC-2334	Dugan, Brian	126.86
88-CC-2578	Harris, Ulysses	15.04
88-CC-4054	Detres, Nicanor	400.00

STATE EMPLOYEES' BACK SALARY CASES

FY 1989

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.

80-CC-0234	Hayes, john	\$ 8,080.55
81-CC-2035	Abrohams, Janice E.	507.78
84-cc-3551	Everett, Patricia	77,720.75
89-CC-0586	Could, Daniel W.	291.67
89-CC-2409	Fitzpatrick, Paul	317.18
89-CC-2413	Crowden, Bonnie	281.22
89-CC-2414	Lawlor, Pamela J.	77.40
89-CC-2617	Murphy, June T.	40.80
89-CC-2772	O'Connor, Anne	161.25
89-CC-2773	Bymes, Linda R.	141.90
89-CC-2774	Malone, Kimberly R.	103.20
89-CC-2775	Leathers, Robin	28.48
89-CC-2776	Mosley, Gloria	25.80

REFUND CASES

FY 1989

The majority of the claims listed below arise from overpayments of license plate fees by senior citizens who are or were eligible for circuit breaker discounts by the Office of the Secretary of State. **The** remaining refunds are for overcharges or overpayments by **or** to various State agencies.

88-CC-1219	Marcic, Theresa	\$ 30.00
88-CC-1388	Snider, Sam	24.00
88-CC-2050	Macafee, Elinor C.	24.00
88-CC-2082	Butler, Ruby W.	24.00
88-CC-2083	Gronewold, Wilke	24.00
88-CC-2084	Stuart, Violet M.	24.00
88-CC-2085	Cremer, Oliver L.	24.00
88-CC-2094	Craig, Chasteen	24.00
88-CC-2095	Hurley, Cathryn A.	24.00
88-CC-2096	Marinelli, Mary R.	24.00
88-CC-2097	Tarant, Rudolph	24.00
88-CC-2112	Kennedy, Virginia B.	24.00
88-CC-2113	Finney, George P.	24.00
88-CC-2114	Lobbig, Blanche M.	24.00
88-CC-2115	Meikamp, Alice K.	24.00
88-CC-2116	Brown, Ella May	24.00
88-CC-2117	Yucas, William	24.00
88-CC-2127	Tetidrick, Lyman M.	24.00
88-cc-2128	Shuff, Eleanor	24.00
88-CC-2192	Cole, Sylvia L.	24.00
88-CC-2255	Kelly, Ernest E.	24.00
88-CC-2256	Efaw, Ruth	24.00
88-CC-2312	Sipari, Peter, Sr.	24.00
88-CC-2352	Gilman, Bernadette	24.00
88-CC-2369	Brown, Russell C.	24.00
88-CC-2401	Davis, Rian G.	15.00
88-CC-2402	Andersen, Niels	15.00
88-CC-2426	Slaughter, Bernard, Jr.	30.00
88-CC-2449	Adams, Lee	30.00

88-CC-2457	Meagher, William J.	30.00
88-CC-2486	Rojas, Angel Jose	30.00
88-CC-2515	Wermund, Brian	30.00
88-CC-2544	Del Angel, Lorenzo	90.00
88-CC-2586	Ashley, Norwood S.	629.00
88-CC-2610	Munoz, Pablo	30.00
88-CC-2617	Hudson, Peter L.	15.00
88-CC-3048	Massey, John D.	30.00
88-CC-3107	Kellner, Patricia A.	15.00
88-CC-3222	Prince, Ben C.	24.00
88-CC-3233	Radcliff, Iva D.	24.00
88-CC-3234	Morgan, Marion	24.00
88-CC-3235	Hering, William R.	24.00
88-CC-3236	Lee, Evelyn D.	24.00
88-CC-3245	Leibovich, Esther	24.00
88-CC-3246	Hotkevich, Mary	24.00
88-CC-3247	O'Neill, Alice L.	24.00
88-CC-3249	Zeltonoga, Leo J.	24.00
88-CC-3250	Pierski, Joseph B.	24.00
88-CC-3252	Miller, Juanita S.	24.00
88-CC-3253	Redpath, Pearl M.,	24.00
88-CC-3254	Price, Marion V.	24.00
88-CC-3255	Moore, Freda M.	24.00
88-CC-3256	Steffen, Raymond J., Sr.	24.00
88-CC-3257	Smith, Cora L.	24.00
88-CC-3258	Fuller, G.D.	24.00
88-CC-3260	Bozarth, Donald E.	24.00
88-CC-3261	Wood, Mildred M.	24.00
88-CC-3262	Litteken, Steve A.	24.00
88-CC-3273	Clark, Deborah	15.00
88-CC-3283	Frank, Evelyn	24.00
88-CC-3405	Williams, Laverne	24.00
88-CC-3413	Margolius, David	30.00
88-CC-3438	Gallagher, Michael	30.00
88-CC-3494	Ondrick, Robert	60.00
88-CC-3519	Wexner, Morris L.	24.00
88-CC-3534	Jones, Maurice E.	24.00
88-CC-3539	Juslin, Marjorie	24.00
88-CC-3540	Haack, Gertrude J.	24.00
88-CC-3542	Simpson, Harry	24.00
88-CC-3543	Bolon. Ella K.	24.00

88-CC-3550	McGrath, Dorothy	24.00
88-CC-3551	Howe, Hazel J.	24.00
88-CC-3552	Christie, Freeda M.	24.00
88-CC-3553	Eyer, Hubert R.	24.00
88-CC-3554	Beard, Josephine D.	24.00
88-CC-3555	Traughber, Earl E.	24.00
88-CC-3556	Combs, Lillian M.	24.00
88-CC-3557	Bargholt, Cecilia M.	24.00
88-CC-3558	Chisum, Dorothy J.	24.00
88-CC-3559	Pollack, Mae	24.00
88-CC-3560	Kostinek, Marcella	24.00
88-CC-3561	Earl, Willard V.	24.00
88-CC-3565	Mazzocchi, Nick	24.00
88-CC-3566	Falconer, H.W., Sr.	24.00
88-CC-3567	Myers, Lillian	24.00
88-CC-3568	Randall, Lucille B	24.00
88-CC-3571	Regenold, George R.	24.00
88-CC-3572	Serafin, Joseph L.	24.00
88-CC-3573	Swan, Richard H.	24.00
88-CC-3574	Ambrosine, Esther	24.00
88-CC-3577	Budzik, Dorothy	24.00
88-CC-3578	Teresi, John T.	24.00
88-cc-3579	Hill, Kathryn E.	24.00
88-cc-3580	Mickle, Charles B.	24.00
88-CC-3581	Marchino, Angela M.	24.00
88-cc-3582	Merkle, Frank	24.00
88-CC-3583	Klobes, Earl	24.00
88-cc-3584	Korf, Ruth L.	24.00
88-CC-3585	Motley, Doris L.	24.00
88-66-3586	Pearson, Ferna	24.00
88-cc-3587	Ryker, Helen	24.00
88-cc-3588	Rowe, Clifford N.	24.00
88-CC-3592	Deters, Frances	24.00
88-cc-3593	Woods, Louis	24.00
88-CC-3594	Waller, Bobby G.	24.00
88-CC-3595	Satterfield, Evelyn R.	24.00
88-cc-3596	Thoele, Evelyn L.	24.00
88-CC-3597	Riffey, Ernest R.	24.00
88-CC-3598	Boyd, Shirley A.	24.00
88-CC-3599	McHenry, Carl J.	24.00
88-cc-3600	Boyer, Maurice	24.00
88-CC-3601	Herold, Ethel G.	24.00

88-CC-3606	Priest, Horace C.	24.00
88-CC-3607	Day, Mary	24.00
88-CC-3608	Gade, Paul A.	24.00
88-CC-3634	Evans, Christine	24.00
88-CC-3635	Langen, Julianne L.	24.00
88-CC-3636	Gregory, Edward C.	24.00
88-CC-3637	Maxey, Opal J.	24.00
88-cc-3638	Ulm, Anna Ruth	24.00
88-cc-3639	Cheek, Ethel	24.00
88-CC-3640	Carrell, Kenneth	24.00
88-CC-3641	King, Dorothy	24.00
88-CC-3770	Howe, Mary Arlene	24.00
88-CC-3772	Morgan, John	24.00
88-CC-3787	Dorko, Jeff	30.00
88-CC-3808	Bettis, John M.	24.00
88-CC-3809	Fackler, Helen M.	24.00
88-CC-3813	Glatz, Mary E.	24.00
88-CC-3814	Glasco, Charles R.	24.00
88-CC-3815	Brown, Linda E.	24.00
88-cc-3819	Spaid, Allen L.	24.00
88-cc-3820	Jung, Alice M.	24.00
88-CC-3821	Boss, Sara L.	24.00
88-CC-3836	Pembrook, Leland F.	24.00
88-CC-3837	Williams, Fern K.	24.00
88-cc-3838	Metze, Theodore H.	24.00
88-CC-3839	Lekosky, Stella V.	24.00
88-CC-3840	Morrison, Everett L.	24.00
88-cc-3841	Padgen, Mary	24.00
88-CC-3842	Burns, Laida	24.00
88-CC-3843	Jones, Beulah M.	24.00
88-cc-3864	Hawkins, Dorothy D.	24.00
88-cc-3865	Rettig, Linn C.	24.00
88-CC-3866	Turner, Willis H.	24.00
88-CC-3867	Ritchie, Alice G.	24.00
88-CC-3868	Smith, Kenneth	24.00
88-CC-3869	Parr, Marie C.	24.00
88-CC-3871	Bentall, Fern K.	24.00
88-CC-3872	Hebbeln, Frances R.	24.00
88-cc-3873	Lauletta, Michael	24.00
88-CC-3874	Gehlsen, Clara C.	24.00
88-cc-3875	Finke, LaVerna A.	24.00

88-CC-3876	Thomas, Milton A.	24.00
88-CC-3877	Quinn, Ruth Evelyn	24.00
88-CC-3878	Keith, Helen	24.00
88-CC-3879	Buecher, Esther F.	24.00
88-CC-3882	Jones, Alma D.	24.00
88-CC-3883	Cardinal, Norma J.	24.00
88-CC-3884	Wagner, Jean B.	24.00
88-CC-3885	Thomas, Marcella R.	24.00
88-CC-3891	Garner, Ruth	24.00
88-CC-3902	Gatton, Marcella	24.00
88-CC-3903	Piper, Martha H.	24.00
88-CC-3904	Bertsch, Florence S.	24.00
88-CC-3905	Speckman, Elenora	24.00
88-CC-3909	McBride, Charley	24.00
88-CC-3910	Widbek, Irene	24.00
88-CC-3911	Lovgren, Joan K.	24.00
88-CC-3912	Hardt, David	24.00
88-CC-3913	Sampson, Everett	30.00
88-CC-3914	Ciannola, Mary	24.00
88-CC-3923	Stewart, Velma	24.00
88-CC-3924	Laurent, Elwood	24.00
88-CC-3925	Sarros, Christopher	24.00
88-CC-3926	Montgomery, Alletha G.	24.00
88-CC-3927	Lyons, Evelyn	24.00
88-CC-3928	Powell, Hilda M.	24.00
88-CC-3929	Hicks, Lee	24.00
88-CC-3933	Ohlson, Kurt T.	15.00
88-CC-3939	Bartlett, William S.	24.00
88-CC-3941	Walter, Christine	24.00
88-CC-3942	Roorda, Elsie M.	24.00
88-CC-3951	Rascher, Elinor M.	24.00
88-CC-3953	Schweigert, Mary	24.00
88-CC-3954	Belcher, Kenneth P.	24.00
88-CC-3955	Weintraub, Mark	30.00
88-CC-3956	Long, Richard W.	30.00
88-CC-3959	Harms, Rita	24.00
88-CC-3962	Abbott, Lois A.	24.00
88-CC-3963	Wasser, Robert P.	24.00
88-CC-3964	Calcaterra, Jacob	24.00
88-CC-3965	Cherveney, Ellen M.	24.00
88-CC-3966	Larson, Hazel J.	24.00
88-CC-3967	Logemann, Thelma	24.00

88-CC-3992	Bates, Louise M.	24.00
88-CC-3993	Lancaster, Paul G.	24.00
88-CC-3994	Enzeroth, Carl F.	24.00
88-CC-3995	Hazen, Ramona	24.00
88-CC-3996	Bryan, Minnie J.	24.00,
88-CC-3997	Carr, Francis R.	24.00
88-CC-3998	Peteck, Loretta H.	24.00
88-CC-3999	Orzoff, Tina	24.00
88-CC-4000	Loomis, Frank T.	24.00
88-CC-4001	Dewey, Helen W.	24.00
88-CC-4006	McNabb, Waneta A.	24.00
88-CC-4007	Koch, Emmett M.	24.00
88-CC-4014	Walker, Lewis E.	24.00
88-CC-4029	Walker, Sara K.	30.00
88-CC-4035	Snider, Elizabeth M.	24.00
88-CC-4036	Smith, Lucille E.	24.00
88-CC-4037	Robinson, Christopher O.	24.00
88-CC-4038	Erickson, George	24.00
88-CC-4039	Strands, Alice W.	24.00
88-CC-4040	Pajdo, Victoria	24.00
88-CC-4041	Gall, Lydia	24.00
88-CC-4042	Clark, Vera M.	24.00
88-CC-4043	Ball, William D.	24.00
88-CC-4044	Johnson, Ruth C.	24.00
88-CC-4045	Kalusa, Joan T.	24.00
88-CC-4046	Schuda, Virginia	24.00
88-CC-4047	Leska, Bertha V.	24.00
88-CC-4048	Tudor, Edwin A.	24.00
88-CC-4049	DeFrates, Bette R.	24.00
88-CC-4050	Kaufman, Elmer F.	24.00
88-CC-4051	Marshall, Kathleen L.	24.00
88-CC-4052	Rinne, Dorothy L.	24.00
88-CC-4053	Mason, Ralph S.	24.00
88-CC-4086	Golofsky, Mildred	24.00
88-CC-4087	Wojciak, Joseph	24.00
88-CC-4088	Jovanovic, Irmagard	24.00
88-CC-4089	Padawan, Katherine J.	24.00
88-CC-4090	Anderson, John C.	24.00
88-CC-4091	Miller, Steven K.	30.00
88-CC-4094	Fabulo, Paul M.	24.00
88-CC-4104	Reed, Barbara H.	24.00

88-CC-4119	Cullinan, Jane	24.00
88-CC-4120	Fennessy, Todd	24.00
88-CC-4121	Nehrke, Marion	24.00
88-CC-4122	Crofts, Vivian	24.00
88-CC-4124	Ward, Annie Mae	24.00
88-CC-4125	Mischke, Albert	24.00
88-CC-4126	Benedetti, Joe Q.	24.00
88-CC-4132	Sauerbier, John H.	24.00
88-CC-4133	Fracaro, Dominic	24.00
88-CC-4134	Mason, Margaret	24.00
88-CC-4137	Gnatt, Clarence	15.00
88-CC-4141	Patterson, Daryl E.	30.00
88-CC-4145	Hansen, Sylvia D.	24.00
88-CC-4148	Nybakke, Gladys C.	24.00
88-CC-4147	Bennett, Myrtle P.	24.00
88-CC-4148	Motley, Erlene	24.00
88-CC-4149	White, Augusta	24.00
88-CC-4150	Lynn, Raymond A.	24.00
88-CC-4151	Perry, John B.	24.00
88-CC-4153	Giguere, Antoinette M.	24.00
88-CC-4154	Ewald, Arthur A.	24.00
88-CC-4155	Goldhagen, Mary L.	24.00
88-CC-4156	Ehrhardt, Margaret M.	24.00
88-CC-4157	Dworkins, Leonard	24.00
88-CC-4158	Droz, Mary K.	24.00
88-CC-4159	Cederquist, Ardath	24.00
88-CC-4163	Coffer, Velma M.	24.00
88-CC-4164	Dowling, Dorothy L.	24.00
88-CC-4185	Lerman, Norma	24.00
88-CC-4166	Koopman, Erna	24.00
88-CC-4171	Maria, August	24.00
88-CC-4174	Mann, Gladys	24.00
88-CC-4175	Vander Zee, Theresa	24.00
88-CC-4178	Ortiz, Maria V.	24.00
88-CC-4178	Feicke, Kimberly L.	30.00
88-CC-4184	Boyd, Dora	24.00
88-CC-4186	Bickerman, James	24.00
88-CC-4187	Smith, Roland L.	24.00
88-CC-4188	Reinhardt, Anna L.	24.00
88-CC-4189	Cripe, Millard W.	24.00
88-CC-4190	McNabb, Waneta A.	24.00
88-CC-4192	Salem, Richard H.	24.00

88-CC-4193	Bunton, Clifford	24.00
88-CC-4202	Ballding, Mildred B.	24.00
88-CC-4203	Childress, Helen M.	24.00
88-CC-4204	Santo, Pasquale	24.00
88-CC-4205	Landi, Joseph	24.00
88-CC-4213	Schmidt, Virgil D.	24.00
88-CC-4214	Mitchell, Ethelyne	24.00
88-CC-4215	Funk, Jennie C.	24.00
88-CC-4216	Journey, Paul A.	24.00
88-CC-4217	Morello, Fay L.	24.00
88-CC-4218	Burgess, Wayne, Jr.	24.00
88-CC-4219	Burke, Norine L.	24.00
88-CC-4220	Wagner, Alice L.	24.00
88-CC-4221	Essa, Shirnson L.	24.00
88-CC-4222	Therriault, Howard	24.00
88-CC-4223	Wells, Eunice E.	24.00
88-CC-4224	Bledig, Angela N.	24.00
88-CC-4225	Kimmel, Verlie	24.00
88-CC-4226	Watkins, Chester E.	30.00
88-CC-4236	Eadie, Sam L.	30.00
88-CC-4241	Harness, Mary Jane	24.00
88-CC-4242	Pearce, Rhudell	24.00
88-CC-4243	Clodfelter, Marie	24.00
88-CC-4244	Harrell, Elizabeth A.	24.00
88-CC-4245	Rasins, Austra	24.00
88-CC-4246	Hood, Donald L.	24.00
88-CC-4247	Bednarski, Helen	24.00
88-CC-4248	Patton, Gladys	24.00
88-CC-4249	Mauger, Lydia C.	24.00
88-CC-4250	Hardy, Eugene	24.00
88-CC-4251	Regula, John J.	24.00
88-CC-4252	Naleck, Ted J., Sr.	24.00
88-CC-4253	Kelly, Arbutus B.	24.00
88-CC-4254	Jeska, Forrest W.	24.00
88-CC-4255	Cubberly, Vernon P.	24.00
88-CC-4262	Mocsary, Emery G.	24.00
88-CC-4265	Derix, Donald A.	30.00
88-CC-4266	Mutchler, Lee	24.00
88-CC-4267	Strom, Janette H.	24.00
88-CC-4268	Koeman, Ann	24.00
88-CC-4269	Cantrall, Bette M.	24.00

88-CC-4271	Schultz, Loretta E.	24.00
88-CC-4272	DeBias, Dorothy M.	24.00
88-CC-4273	Jackson, Elmer E.	24.00
88-CC-4276	Cole, Alma B.	24.00
88-CC-4277	Wolf, Helene E.	24.00
88-CC-4278	Heaster, Raymond E.	24.00
88-CC-4282	Carroll, Louise B.	24.00
88-CC-4283	Ajster, John	24.00
88-CC-4284	Wiegert, E.W.	24.00
88-CC-4285	Skovic, Edward J.	24.00
88-CC-4286	Patterson, Patrick	15.00
88-CC-4288	Frost, Grace E.	24.00
88-CC-4289	Vander Molen, Joan F.	24.00
88-CC-4294	Lovejoy, Carl A.	15.00
88-CC-4302	Reynolds, Minerva L.	24.00
88-CC-4303	Rowe, Marguerite M.	24.00
88-CC-4304	Seybert, Harvey	24.00
88-CC-4305	Lulich, Laverne	24.00
88-CC-4306	Shirazi, Parvez H.	48.00
88-CC-4317	Fiorito, Paul	30.00
88-CC-4318	Gatlin, John S.	30.00
88-CC-4319	Gearhart, Edna L.	24.00
88-CC-4320	Redman, Oma B.	24.00
88-CC-4321	Schneider, Dorothy L.	24.00
88-CC-4322	Phillips, Gladys L.	24.00
88-CC-4323	Cook, Howard L.	24.00
88-CC-4324	Colli, Kathleen S.	24.00
88-CC-4325	Conover, Luther O.	24.00
88-CC-4336	Kesslelr, Harold W.	24.00
88-CC-4337	Jones, Martha H.	24.00
88-CC-4338	Hall, John	24.00
88-CC-4339	Frazer, Laura M.	24.00
88-CC-4340	Dufrain, Mabel M.	24.00
88-CC-4341	Green, Eli	24.00
88-CC-4342	Monson, Fritz C.	24.00
88-CC-4343	Komrska, Dorothy L.	24.00
88-CC-4344	Geisler, William C.	24.00
88-CC-4345	Morrow, Jane S.	24.00
88-CC-4346	Hodgson, Clarence E.	24.00
88-CC-4348	Nagel, Edna A.	24.00
88-CC-4350	Kapinus, Kendall S.	30.00

88-CC-4352	Winter, Eva M.	24.00
88-cc-4353	Goodendorf, Louise	24.00
88-cc-4354	Schmitendorf, Frank K.	24.00
88-CC-4355	McMillan, Ruby L.	24.00
88-cc-4356	Mensenkamp, Ruth	24.00
88-cc-4357	Murdock, Ruthie	24.00
88-cc-4358	Warfield, Grace	24.00
88-CC-4359	Jones, Elvera	24.00
88-cc-4360	Lopinot, Marie E.	24.00
88-CC-4361	Wikoff, Florence E.	24.00
88-CC-4362	Goff, Michael	15.00
88-cc-4363	Watzo, Joseph	24.00
88-cc-4364	Lehr, Lu Ella L.	24.00
88-cc-4366	Foster, Frances	24.00
88-CC-4376	Castanedo, Franco	15.00
88-CC-4378	Albert, John M., Sr.	24.00
88-cc-4379	Jackson, Patricia M.	24.00
88-cc-4380	Pearsall, Florence B.	24.00
88-CC-4381	Stancle, Leola	24.00
88-cc-4382	Sawicki, Bernard	24.00
88-cc-4383	Switalski, Matilda	24.00
88-cc-4384	Nodzinski, Ann	24.00
88-CC-4385	Gordon, Shirley A.	24.00
88-cc-4386	Scott, Minnie L.	24.00
88-cc-4387	Walker, Elura	24.00
88-cc-4388	Castle, Carol O.	24.00
88-cc-4389	McNeal, Mae Lee	24.00
88-cc-4390	Canty, Dorothy	24.00
88-CC-4391	Gust, Estelle	24.00
88-CC-4392	Lambert, Orell A.	24.00
88-cc-4393	Johnson, Naomi J.	24.00
88-cc-4395	Doll, Henry	24.00
88-cc-4396	Wright, Irene F.	24.00
88-cc-4397	Williamson, Foy A.	24.00
88-CC-4398	Hoffman, Matilda M.	24.00
88-cc-4399	Logue, Alice P.	24.00
88-cc-4400	Schilke, Adele R.	24.00
88-cc-4401	Miller, Walter A.	24.00
88-cc-4402	Lucke, Harriette L.	24.00
88-CC-4405	Brown, Orven and Susy M.	24.00
88-cc-4407	McLean, Eunice K.	24.00

88-CC-4408	Branham, Marthalene	24.00
88-CC-4409	May, Josephine H.	24.00
88-CC-4410	Pierce, Shirley M.	24.00
88-cc-4411	Bergeson, Jeanette L.	24.00
88-CC-4437	Pope, Joan	30.00
88-CC-4438	Ratliff, Catherine	24.00
88-CC-4439	Mellan, Beulahbelle	24.00
88-CC-4440	Card, Betty D.	24.00
88-CC-4441	Miller, Onerine	24.00
88-CC-4445	Halle, Richard	24.00
88-CC-4447	Pritchard, Helen B.	24.06
88-CC-4448	McKee, Thelma	24.00
88-CC-4449	Stevens, Eddice	24.00
88-CC-4454	Mills, Pearl	24.00
88-CC-4455	Thames, William P.	24.00
88-CC-4456	Washington, Willa W.	24.00
88-CC-4458	Willeford, Loetta B.	24.00
88-CC-4459	Hebel, Nickolas, Sr.	24.00
88-CC-4460	Peterson, Dorothy M.	24.00
88-CC-4461	Hicks, Henry F.	30.00
88-CC-4464	Wilcox, Kimberly	30.00
88-CC-4465	Marchetti, Dilio	24.00
88-CC-4470	Kurzydloo, Anthony	24.00
88-CC-4471	Bright, Elsie	24.00
88-CC-4476	Saxby, Charles J.	24.00
88-CC-4510	Burke, Eileen M.	24.00
88-CC-4512	Sullivan, Edith B.	24.00
88-CC-4518	Foote, Raymond C., Jr.	30.00
88-CC-4524	Kelly, Randy L.	400.00
88-CC-4530	Fitzgerald, Helen	24.00
88-CC-4531	Penny, Allan R.	24.00
88-CC-4532	Chadwick, Edna L.	24.00
88-CC-4533	McNair, Edith R.	24.00
88-CC-4543	Martens, Marie	24.00
88-CC-4544	Casey, Juanita E.	24.00
88-CC-4545	Demierre, LeRoy	24.00
88-CC-4546	Mattingly, Madonna L.	24.00
88-CC-4547	Wolfbrandt, Marie A.	24.00
88-CC-4553	Sexton, Linda	15.00
88-CC-4555	Swearingen, Augusta E.	24.00
88-CC-4556	Pruett, Carroll	24.00

88-CC-4557	Wall, Ruth Lucille	24.00
88-CC-4558	Berger, Helen J.	24.00
88-cc-4559	Childs, John	24.00
88-cc-4560	Gibbs, Julia	24.00
88-CC-4561	Efaw, Ruth	24.00
88-CC-4562	Haddix, Alberta	24.00
88-CC-4563	Sanders, Ralph E.	24.00
88-cc-4565	Sanchez, Raul H.	24.00
88-CC-4566	Wojcik, Bert	24.00
88-CC-4582	Gish, Lorraine	24.00
88-CC-4583	DeRosso, Susie F.	24.00
88-CC-4584	Kranz, Douglas A.	24.00
88-cc-4585	Conover, Lilyan D.	24.00
88-CC-4586	Vitek, Frank	24.00
88-CC-4587	Anderson, Gertrude	24.00
88-CC-4588	Rush, Mae D.	24.00
88-cc-4596	Grant, Venda O.	24.00
88-CC-4597	Haworth, Norma	24.00
88-CC-4598	Tyne, Lee Z.	24.00
88-CC-4608	O'Connell, Patricia	24.00
88-cc-4609	Tubbs , Wiley	24.00
88-CC-4610	Greenwald, Beatrice	24.00
88-cc-4611	Carlson, David O.	24.00
88-CC-4612	Miller, Annie A.	24.00
88-CC-4613	Bratko, Ann R.	24.00
88-CC-4614	Lilja, Harold P.	24.00
88-CC-4615	Frantik, Eleanor L.	24.00
88-CC-4616	Christensen, Mary M.	24.00
88-CC-4617	Beasley, Paul D.	24.00
88-CC-4618	Myers, Howard C.	24.00
88-CC-4620	Manning, Earl	24.00
88-CC-4621	Geraci, Gladys Marie	24.00
88-CC-4622	Koziel, Stanley	24.00
88-CC-4623	Smith, Lucille	24.00
88-CC-4624	Macagnone, Genevieve	24.00
88-CC-4626	Smith, Carole L.	30.00
88-CC-4629	Deets, Elmer G.	24.00
88-CC-4630	Daer, Walter B.	24.00
88-CC-4631	Starkey, Dorothy	24.00
88-CC-4632	Scott, Gordon L.	30.00
88-CC-4633	Collins, Lornabelle	24.00
88-CC-4634	Frost, Helen A. Mathias	24.00

88-CC-4635	Chilton, Alice	24.00
88-CC-4636	Petty, Roosevelt	24.00
88-CC-4642	Goodin, Lella B	24.00
88-CC-4644	White, Lorraine L.	24.00
88-CC-4645	Cresto, Alba	24.00
88-CC-4653	Eichmann, Huth A.	24.00
88-CC-4654	Wolek, Richard T.	24.00
88-CC-4655	South, Doyle T.	24.00
89-CC-0014	Carlsten, Viola K.	24.00
89-CC-0015	Matousek, Anne M.	24.00
89-CC-0016	Parton, Johnnie F., Sr.	24.00
89-CC-0025	Mages, Frank E.	24.00
89-CC-0026	Coleman, James A.	24.00
89-CC-0046	Harris, Cecil	24.00
89-CC-0049	susek, Ruby	24.00
89-CC-0050	Blunk, Lois	24.00
89-CC-0051	Eaton, Jean E.	24.00
89-CC-0053	Barfield, Glanoli	24.00
89-CC-0056	Wise, Alice	24.00
89-CC-0057	Greer, Olive	24.00
89-CC-0059	Booton, Boyd D.	24.00
89-CC-0061	Pieper, Viola	30.00
89-CC-0062	Laughlin, Harold and Louise	24.00
89-CC-0063	Phipps, J. Janice	24.00
89-cc-0064	Echeverria, Estella	24.00
89-CC-0065	Feely, Willis A.	24.00
89-CC-0069	Marma, Biruta M.	24.00
89-CC-0070	Wilhelms, Opal	24.00
89-CC-0071	Hakey, Clara	24.00
89-CC-0072	Ingram, Dorothy	24.00
89-CC-0073	Bell, Edgar	24.00
89-CC-0074	Moore, Helen R.	24.00
89-CC-0075	Grisham, Roscoe	24.00
89-CC-0079	Wakefield, Donald I.	24.00
89-CC-0082	Grabski, Alma E.	24.00
89-CC-0083	Cassidy, Lois	24.00
89-CC-0084	Jackson, James L.	24.00
89-CC-0114	Fahlbeck, Edward	30.00
89-CC-0115	Capocci, Grace B.	24.00
89-CC-0116	Mayer, Marjorie A.	24.00
89-CC-0118	Sheldon, Ethel J.	24.00

89-CC-0119	Mlnarik, James	24.00
89-CC-0120	Osberg, Virginia M.	24.00
89-CC-0125	Crocker, Molly W.	24.00
89-CC-0126	Osmunson, Merrill V.	24.00
89-CC-0128	Hall, Kevin D.	30.00
89-CC-0129	Lemos, Frank	30.00
89-CC-0133	Loux, Lucy	24.00
89-CC-0139	Berns, Boris	30.00
89-CC-0140	Gann, Joan M.	24.00
89-CC-0142	Isenberg, Ruth A.	24.00
89-CC-0143	Voorhees, Kenneth R.	24.00
89-CC-0147	James, Jimmie	30.00
89-CC-0152	Ernst, Hazel F.	24.00
89-CC-0153	Candella, Katherine A.	24.00
89-CC-0164	Stull, Mary E.	24.00
89-CC-0165	Veres, Arthur J.	24.00
89-CC-0174	Zborek, Dennis J.	300.00
89-CC-0184	Mosson, Wealtha V.	24.00
89-CC-0185	Portner, Donald L.	24.00
89-CC-0186	Whiting, Orion	24.00
89-CC-0187	Schmitz, Andrew W.	30.00
89-CC-0188	Koeller, Mike	30.00
89-CC-0189	Swanson, Virginia L.	24.00
89-CC-0190	Kehlet, Bertha C.	24.00
89-CC-0191	DeRouin, Harold F.	24.00
89-CC-0192	Duranto, Margaret N.	24.00
89-CC-0194	Whitney, Ruby E.	24.00
89-CC-0198	Van Dyke, Jane	24.00
89-CC-0200	Wozniak, Mary R.	24.00
89-CC-0205	Warmbir, Mabel	24.00
89-CC-0220	Higgins, Edmund E.	24.00
89-CC-0234	Bartlett, Iris M.	24.00
89-CC-0235	Berry, Otis L.	24.00
89-CC-0239	Handshy, Evelyn J.	24.00
89-CC-0240	Bacon, Violet	24.00
89-CC-0241	Grear, June M.	24.00
89-CC-0242	Weaver, Bernice L.	24.00
89-CC-0243	Murdock, Violet S.	24.00
89-CC-0244	Mahoney, Caroline M.	24.00
89-CC-0245	Hulke, Marcella A.	24.00
89-CC-0246	Johnson, Eula M.	24.00
89-CC-0247	Alexander, William	24.00

89-CC-0248	Muzzy, Larry J.	24.00
89-CC-0249	Blair, Ann J.	24.00
89-CC-0252	Suess, Paul	30.00
89-CC-0253	McChristian, Lillie	30.00
89-CC-0255	Lee, Ethel E.	10.00
89-CC-0256	Bryant, Martha	24.00
89-CC-0257	Ommen, Ina E.	24.00
89-CC-0259	Talaga, Martin J.	24.00
89-CC-0260	Miller, Maude L.	24.00
89-CC-0261	Mawhinney, Joan	24.00
89-CC-0263	Reese, Ben L.	24.00
89-CC-0265	Esparza, Reuben	30.00
89-CC-0271	Damato, Rachel	24.00
89-CC-0272	Torgerson, Scott A.	30.00
89-CC-0277	Buchholz, Leonard G.	30.00
89-CC-0278	King, Otras	24.00
89-CC-0280	Johnson, Tommie	24.00
89-CC-0281	Cutts, Holly S.	24.00
89-CC-0288	Murphy, Daniel	30.00
89-CC-0289	Foley, Tim	30.00
89-CC-0290	Gruhn, Alma	24.00
89-CC-0291	Asmus, Beatrice G.	24.00
89-CC-0292	Henderson, Cleo	24.00
89-CC-0293	Edwards, Juanita C.	24.00
89-CC-0297	Siewenie, George L.	24.00
89-CC-0298	Williams, Joshua L., Sr.	24.00
89-CC-0299	Uselding, Kenneth T.	24.00
89-CC-0300	Sklarow, Wasyl	24.00
89-CC-0304	Ruiz, Marcial	15.00
89-CC-0305	Mann, Harry R.	30.00
89-CC-0306	Strating, Ruth C.	24.00
89-CC-0307	Hill, Homer	24.00
89-CC-0314	Nelson, Mary P.	24.00
89-CC-0339	Smith, Frank J.	24.00
89-CC-0346	Chambers, Levi	24.00
89-CC-0347	Gadbois, Tillie	24.00
89-CC-0348	Castleberry, Gracie F.	24.00
89-CC-0349	Gust, Estelle	24.00
89-CC-0356	Walter, Charles H.	24.00
89-CC-0357	Shride, Rayma	24.00
89-CC-0358	Daggett, Joyce S.	24.00

89-CC-0364	Klaas, Marjorie M.	24.00
89-CC-0365	Walker, Elizabeth	24.00
89-CC-0366	Brankin, Marie E.	24.00
89-CC-0367	Stoneburner, Louise M.	24.00
89-CC-0368	Lakotich, Dorothy B.	24.00
89-CC-0369	Glab, Elynore N.	24.00
89-CC-0370	Piegl, Gertrude E.	24.00
89-CC-0371	Thorne, George M.	24.00
89-CC-0372	Beltz, Ruby	24.00
89-CC-0373	Rich, Mary R.	24.00
89-CC-0374	Lindquist, Helen C.	24.00
89-CC-0375	Fields, Christine M.	24.00
89-CC-0376	Clark, Clara E.	24.00
89-CC-0377	Mounce, Iva	24.00
89-CC-0378	Jewell, Stephanie	24.00
89-CC-0379	Cameron, Rhea	24.00
89-CC-0380	Ullmen, Ellen Katheryn	24.00
89-CC-0381	Godert, Kathleen H.	24.00
89-CC-0386	Hennenfent, John H.	24.00
89-CC-0387	Wagoner, Anna M.	24.00
89-CC-0388	McDonald, William T.	24.00
89-CC-0389	Mars, Daryl W.	24.00
89-CC-0393	Wiese, Betty E.	24.00
89-CC-0394	Kaminski, Kamimiera	24.00
89-CC-0395	Leslie, Mariana L.	24.00
89-CC-0404	Baer, John A.	24.00
89-CC-0405	Petty, Rebecca	24.00
89-CC-0406	Newberg, Junette A.	24.00
89-CC-0412	Bell, Jack	24.00
89-CC-0414	Berghom, Bernice	24.00
89-CC-0418	Lanthrum, Altha	24.00
89-CC-0419	Doodeman, Kathryn	24.00
89-CC-0424	Siegal, David Alan	30.00
89-CC-0427	Hernandez, Lourdes	15.00
89-CC-0436	Atwell, Minnie	24.00
89-CC-0437	Dilks, Velta I.	24.00
89-CC-0438	Mader, Elsie L.	24.00
89-CC-0439	Lovell, George W.	24.00
89-CC-0440	Goodwin, Mable L.	24.00
89-CC-0441	Reid, Ada D.	24.00
89-CC-0442	Hanson, Ruth H.	24.00
89-CC-0444	Maybury, Joseph	24.00

89-CC-0445	Winter, Eva M.	24.00
89-CC-0448	Dominik, Joseph W.	24.00
89-CC-0449	Bartlett, Iris M.	24.00
89-CC-0450	DePaepe, Alice A.	24.00
89-CC-0486	Petrosky, John	24.00
89-CC-0493	Brown, Marie H.	24.00
89-CC-0496	Spirk, Ethel	24.00
89-CC-0545	Foley, Margaret L.	24.00
89-CC-0549	Conner, Ira L.	24.00
89-CC-0573	Cheatham, Elsie M.	24.00
89-CC-0574	Fritz, Jane A.	24.00
89-CC-0588	Sorensen, Margaret J.	24.00
89-CC-0600	Pollpeter, Marjorie	24.00
89-CC-0608	Doering, Margaret M.	24.00
89-CC-0613	Klank, Doris	24.00
89-CC-0623	Cherney, Nancy M.	48.00
89-CC-0627	Navarrette, Josephine	30.00
89-CC-0636	Lapp, Arlene	24.00
89-CC-0640	Patel, Piyush	15.00
89-CC-0641	Dawson, Marion	24.00
89-CC-0642	Degener, Harry H.	24.00
89-CC-0644	Namdar, Daryel A.	30.00
89-CC-0666	Ritter, Michael	30.00
89-CC-0680	Rutledge, Barry A.	24.00
89-CC-0681	Rubino, Louis	15.00
89-CC-0706	Doerr, Richard A.	24.00
89-CC-0707	Griswold, Helen	24.00
89-CC-0708	Dickson, Vivian L.	24.00
89-CC-0709	Reiplinger, Edward J.	24.00
89-CC-0710	Wall, Margaret A.	24.00
89-CC-0712	Mantegna, Carmelo	24.00
89-CC-0713	Darnall, Helen L.	24.00
89-CC-0714	Davis, Raymond C.	24.00
89-CC-0715	Rhode, Erna L.	24.00
89-CC-0716	Bechtel, Mary Etta	24.00
89-CC-0718	Cernauskas, David	30.00
89-CC-0720	Green, V. Pauline	24.00
89-CC-0721	Folger, Grace M.	24.00
89-CC-0727	Carrington, Louise	24.00
89-CC-0742	Smith, William A.	24.00
89-CC-0747	Houser, Thelma M.	24.00

89-CC-0751	Witte, Nelda L.	24.00
89-CC-0752	Daniels, Marjorie M.	24.00
89-CC-0754	Davis, Johnny E.	24.00
89-CC-0755	Murphy, Esther C.	24.00
89-CC-0758	Cox, John L.	48.00
89-CC-0767	Cent, Deborah A.	30.00
89-CC-0815	Dziak, Jacqueline R.	30.00
89-CC-0844	Golding, Aide	24.00
89-CC-0845	Hladnik, Thomas J.	48.00
89-CC-0896	Greene, Dorothy J.	48.00
89-CC-0897	Epps, James	36.00
89-CC-1146	Elsholtz, Mable M.	24.00
89-CC-1147	LaBrash, Roy	24.00
89-CC-1181	Domscheit, Mary	24.00
89-CC-1188	Burgoon, Harriet	24.00
89-CC-1189	Perry, Laurene	24.00
89-CC-1190	Coats, Beulah	24.00
89-CC-1191	Porter, Rose	24.00
89-CC-1216	Klay, Joseph A.	24.00
89-CC-1217	Rotter, Harry	24.00
89-CC-1218	Simmons, James M.	24.00
89-CC-1219	George, Hugh C.	24.00
89-CC-1220	Strebel, Harriet E.	24.00
89-CC-1229	Pennino, James	24.00
89-CC-1230	Datschefski, Bessie S.	24.00
89-CC-1330	Kenealy, Deanne	30.00
89-CC-1335	Naughton, John A.	30.00
89-CC-1349	Sears, Delbert L.	14.00
89-CC-1350	Johnson, Cornelia L.	24.00
89-CC-1370	Hill, Jeffrey J.	30.00
89-CC-1376	Friedl, Eileen	60.00
89-CC-1392	Wilk, Michael	24.00
89-CC-1440	Tode, Mary Alice	24.00
89-CC-1441	Elliott, Veronica K.	24.00
89-CC-1442	Gangler, Geraldine	24.00
89-CC-1448	Robertson, Cecil R.	24.00
89-CC-1449	Spirakes, Ronald	46.00
89-CC-1499	Woodard, Naomi	24.00
89-CC-1522	Wilson, Thomas M., Jr.	48.00
89-CC-1523	Parkson, Henry C.	24.00
89-CC-1524	Dice, Thelma B.	24.00

89-CC-1525	Elberts, Edna Mae	24.00
89-CC-1551	Clark, Dorothy I.	24.00
89-CC-1560	Rosenstein, Harry	48.00
89-CC-1568	Jensen, Roma	24.00
89-CC-1621	Mathey, Kelly Lee	24.00
89-CC-1622	Stille, Viola	24.00
89-CC-1623	Orsi, Nova	24.00
89-CC-1624	McCormick, Edith M.	24.00
89-CC-1625	Good, Richard	24.00
89-CC-1628	Galvin, Jessie	24.00
89-CC-1637	Tramble, Lillie M.	24.00
89-CC-1638	Dowling, Scott H.	24.00
89-CC-1639	Gray, Mable H.	24.00
89-CC-1644	Anderson, Martha E.	24.00
89-CC-1645	CC Services, Inc.	1,776.00
89-CC-1669	Eastman, Dale R.	48.00
89-CC-1684	Rose, Virgil T.	24.00
89-CC-1735	Hiensman, George and Rose	24.00
89-CC-1748	Scott, George L.	24.00
89-CC-1852	Van Milligan, Glenn	230.00
89-CC-1853	Taylor, Anna	24.00
89-CC-1863	Williams, Salome	24.00
89-CC-1873	Sawicki, Ronald	48.00
89-CC-1888	Law, Wilma R.	24.00
89-CC-1889	Brown, May S.	24.00
89-CC-1994	Dusch, Mary	24.00
89-CC-2037	Boswell, Murnia G.	24.00
89-CC-2038	Cress, Orville O.	24.00
89-CC-2045	London, Margie	24.00
89-CC-2100	BUK Trucking, Inc.	1,668.00
89-CC-2105	Sweet, Bonnie	24.00
89-CC-2132	Duth, Donald	24.00
89-CC-2176	Wallace, Steve A.	48.00
89-CC-2177	Chicago Heights Refuse Depot	23,009.80
89-CC-2202	Dressendorfer, Louise D.	24.00
89-CC-2220	Sterba, Charles J.	30.00
89-CC-2230	Kaspar, Evelyn D.	24.00
89-CC-2231	Swan, David P.	24.00
89-CC-2240	Taylor, Elgin, Mrs.	24.00
89-CC-2259	Griffin, Luticia Ann	24.00
89-CC-2262	Smrcka, Elaine A.	24.00

89-CC-2263	Norvell, Tommy	24.00
89-CC-2311	Hoch, Joseph	48.00
89-CC-2336	Horton, Margaret J.	24.00
89-CC-2349	Bell, Kathleen	24.00
89-CC-2355	Forkin, Patrick J.	30.00
89-CC-2431	Pickens, Joe	24.00
89-CC-2432	Grady, Harlan H.	24.00
89-CC-2433	Weaver, Howard M.	24.00
89-CC-2469	Geringer, Frank	24.00
89-CC-2535	Heitzig, Diane	30.00
89-CC-2734	Armer, Bertha R. and Ronald L.	44.00
89-cc-2843	Hinkle, Loraine M.	24.00
89-CC-2974	Woodrow, Dennis	24.00
89-CC-3008	Flaherty, Maxine I.	24.00
89-CC-3026	Gold, Herman	24.00
89-CC-3028	Miceli, Joseph M.	24.00
89-CC-3070	Mayhack, Magdalene	24.00
89-CC-3089	Holmes, V. June	24.00
89-CC-3191	Bolen, Gladys E.	24.00
89-CC-3193	Parr, Genevieve	24.00
89-CC-3194	Jackson, George A.	24.00
89-CC-3195	Hippen, Trientje J.	24.00

MEDICAL VENDOR CLAIMS FY 1989

The decisions listed below involve claims filed by vendors seeking compensation for medical services rendered to persons eligible for medical assistance under programs administered by the Illinois Department of Public Aid.

83-CC-2752	Columbus, Cuneo, Cabrini Medical Center	\$43,647.72
84-CC-0403	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
84-CC-2883	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
84-CC-2885	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-66-2752)
84-CC-3612	Havenswood Hospital	32,400.00
85-CC-0540	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-0541	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-0542	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-0618	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-66-2752)
85-CC-0896	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-0898	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-1522	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)

85-CC-1523	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-1944	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-1945	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-1946	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-1949	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-1950	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2150	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2151	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2152	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2153	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2154	Columbus, Cuneo, Cabrini Hospital	(Paid under claim 83-CC-2752)
85-CC-2935	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-2936	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-2937	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
85-CC-2958	Loyola University Medical Center	108,000.00
85-CC-2959	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-2960	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-2961	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-2962	Loyola University Medical Center	(Paid under claim 85-CC-2958)

85-CC-3008	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3010	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3078	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3079	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3081	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3083	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-8084	Loyola University Medical Center	(Paid under claim 85-CC-2958)
85-CC-3086	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0040	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0164	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-0173	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0174	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0271	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0404	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-0405	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-0417	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-0418	Ravenswood Hospital	(Paid under claim 84-cc-3612)
86-CC-0423	Loyola University Hospital	(Paid under claim 85-CC-2958)
86-CC-0486	Loyola University Medical Center	(Paid under claim 85-CC-2958)

86-CC-0487	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-0555	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0556	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-0881	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-0882	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-1066	Ravenswood Hospital Medical Center	(Paid under claim 84-CC-3612)
86-CC-1276	Ravenswood Hospital	(Paid under claim 84-cc-3612)
86-CC-1281	Ravenswood Hospital	(Paid under claim 84-cc-3612)
86-CC-1282	Ravenswood Hospital	(Paid under claim 84-cc-3612)
86-CC-1283	Grant Hospital	22,000.00
86-CC-1458	Ravenswood Hospital Medical Center	(Paid under claim 84-cc-3612)
86-CC-1459	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-1462	Ravenswood Hospital Medical Center	(Paid under claim 84-CC-3612)
86-CC-1465	Ravenswood Hospital Medical Center	(Paid under claim 84-CC-3612)
86-CC-1894	Ravenswood Hospital	5,000.00
86-CC-1895	Ravenswood Hospital	(Paid under claim 86-CC-1894)
86-CC-1929	Ravenswood Hospital Medical Center	(Paid under claim 86-CC-1894)
86-CC-1945	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-1946	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-1949	Loyola University Medical Center	(Paid under claim 85-cc-2958)
86-CC-1986	Loyola University Medical Center	(Paid under claim 85-CC-2958)

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86-CC-2214	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-2430	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-2431	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-2433	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
86-CC-2542	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-2543	Ravenswood Hospital	(Paid under claim 84-CC-3612)
86-CC-2549	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-2600	Ravenswood Hospital Medical Center	(Paid under claim 84-CC-3612)
86-CC-2626	Reese, Michael, Hospital	110,000.00
86-CC-2627	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2628	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2629	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2630	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2631	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2632	Reese, Michael, Hospital	(Paid under claim 86-cc-2626)
86-CC-2633	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2634	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2635	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2636	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)

86-CC-2637	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2638	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2639	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2640	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2641	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2642	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2643	Reese, Michael, Hospital	(Paid under claim 86-cc-2626)
86-CC-2644	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2645	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2646	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2648	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2649	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2650	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-cc-2651	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2652	Reese, Michael, Hospital	(Paid under claim 86-cc-2626)
86-CC-2653	Reese, Michael, Hospital	(Paid under claim 86-cc-2626)
86-CC-2654	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2655	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-cc-2656	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2657	Reese, Michael, Hospital	(Paid under claim 86-cc-2626)
86-CC-2658	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)

86-CC-2659	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2660	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2661	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2662	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2663	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2664	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2665	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2666	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2667	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2668	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2669	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2670	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2671	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2672	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2673	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2674	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2675	Reese, Michael, Hospital	(Paid under claim 86-CC-2626)
86-CC-2785	Ravenswood Hospital Medical Center	(Paid under claim 84-CC-3612)
86-CC-2788	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-3012	Loyola University Medical Center	(Paid under claim 85-CC-2958)

86-CC-3101	Ravenswood Hospital	(Paid under claim 86-CC-1894)
86-CC-3187	Ravenswood Hospital Medical Center	(Paid under claim 86-CC-1894)
86-CC-3359	Ravenswood Hospital Medical Center	(Paid under claim 86-CC-1894)
86-CC-3460	Loyola University Medical Center	(Paid under claim 85-CC-2958)
86-CC-3484	Columbus, Cuneo, Cabrini Medical Center	(Paid under claim 83-CC-2752)
87-CC-0176	Loyola University Medical Center	(Paid under claim 85-CC-2958)
87-CC-0274	Grant Hospital of Chicago	(Paid under claim 86-CC-1283)
87-CC-0734	Children's Memorial Hospital	24,599.03
87-CC-0735	Children's Memorial Hospital	(Paid under claim 87-CC-0734)
87-CC-0736	Children's Memorial Hospital	(Paid under claim 87-CC-0734)
87-CC-1882	Grant Hospital of Chicago	(Paid under claim 86-CC-1283)
87-CC-1886	Ravenswood Hospital	(Paid under claim 84-CC-3612)
87-CC-2890	Loyola Medical Center	(Paid under claim 85-CC-2958)
87-CC-3572	Loyola University Medical Center	(Paid under claim 85-CC-2958)
87-CC-3669	Loyola University Medical Center	(Paid under claim 85-CC-2958)
87-CC-4116	Pilapil, Virgilio R., M.D.	28.85
87-CC-4170	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-0099	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-0100	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-0230	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-0659	Grant Hospital of Chicago	(Paid under claim 86-CC-1283)

88-CC-0849	Grant Hospital	(Paid under claim 86-CC-1283)
88-CC-0851	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-1005	Loyola University Medical Center	(Paid under claim 85-CC-2958)
88-CC-1814	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-1816	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-2284	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-2348	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3358	Treister Orthopaedic Services, Ltd.	106.00
88-CC-3691	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3720	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3894	Franciscan Medical Center	7,127.75
88-CC-3968	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3969	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3970	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-3971	McGaw, Foster G., Hospital	(Paid under claim 85-CC-2958)
88-CC-4313	Ravenswood Hospital Medical Center	86,745.00
89-CC-1408	St. Therese Medical Park	62.00
89-CC-1409	St. Therese Medical Park	2,484.00
89-CC-1410	St. Therese Medical Park	13.20
89-CC-1411	St. Therese Medical Park	86.00
89-CC-1412	St. Therese Medical Park	13.80
89-CC-1413	St. Therese Medical Park	8.20
89-CC-1414	St. Therese Medical Park	7.00

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 1989

(No. 84-CV-0947 — Claim denied.)

In re APPLICATION OF ERIC L. GOFF

Order filed January 9, 1986.

Opinion filed February 24, 1989.

MICHAEL B. McCLELLAN, for Claimant.

NEIL F. HARTIGAN, Attorney General (ALISON P. BRESLAUER and JAMES A. TYSON, JR., Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—earnings loss—statutory basis.* Pursuant to section 2(h) of the Crime Victims Compensation Act, an award for the loss of earnings is determined by the victim's average net monthly earnings for the six months prior to his or her injury or \$750 per month, whichever is less.

SAME—unemployed victim—no compensable loss of earnings. The victim of an aggravated battery suffered no compensable loss of earnings, since the record showed that the victim was not employed for the six months immediately preceding the incident in which he was injured.

SAME—standard deductions. Section 10.1(e) of the Crime Victims Compensation Act provides that \$200 is to be deducted from all claims, except those of Claimants 65 years of age and older, and that there should be a deduction for benefits payable under the Workers' Compensation Act, Dramshop 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 of life insurance that would inure to the benefit of the Claimant.

SAME—Claimant must exhaust other available remedies. A Claimant seeking an award under the Crime Victims Compensation Act is required to exhaust the benefits reasonably available under governmental or medical and health insurance program? before proceeding in the Court of Claims, since the Crime Victims Compensation Act is a secondary source of compensation.

SAME—aggravated battery—alternative remedies not exhausted—claim denied. A claim for the injuries sustained by an aggravated battery victim was denied where the evidence showed that the victim had a remedy under the State's public aid program, but his claim for public aid was not filed in a timely manner, and therefore he failed to comply with the requirement that he exhaust alternative remedies before seeking relief in the Court of Claims.

ORDER

POCH, J.

This claim arises out of an incident that occurred on July 17, 1983. Eric L. Goff, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act (Ill. Rev. Stat. 1987, ch. 70, par. 71 et seq.).

This Court has carefully considered the application for benefits submitted on March 23, 1984, 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, Eric L. Goff, age 18, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: aggravated battery (Ill. Rev. Stat. 1979, ch. 38, par. 12—4).

2. That on July 17, 1983, the Claimant was shot by an offender who was not known to him. The incident occurred on the street at 211 E. Bradley, Champaign, Illinois. Police investigation revealed that the attack was the result of a racially motivated dispute between the offender and a group of individuals. The Claimant was a bystander and apparently had no part in the dispute. The Claimant was taken to Burnham City Hospital for treatment of his injury. The offender was initially charged with attempted murder. He later pleaded guilty to reckless conduct and unlawful use of a weapon and was sentenced to 60 days in the Champaign County Correctional Center.

3. That the Claimant seeks compensation for medical and hospital expenses only.

4. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on \$750.00 per month, whichever is less.

5. That the Claimant was not employed for the six months immediately preceding the date of the incident out of which this claim arose and, therefore, suffered no loss of earnings compensable under the Act.

6. That the Claimant submitted medical and hospital bills in the amount of \$4,419.14, none of which was paid by insurance, leaving a balance of \$4,419.14.

7. That pursuant to section 10.1(e) of the Act, this

Court must deduct **\$200** 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, Dramshop 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** of life insurance that would inure to the benefit of the applicant.

8. That section 10.1(g) of the Act states that compensation under this Act is a secondary source of compensation and the applicant must show that he has exhausted the benefits reasonably available under governmental or medical and health insurance programs, including, but not limited to Workers' Compensation, the Federal Medicare program, the State public aid program, Social Security Administration burial benefits, Veterans Administration burial benefits and health insurance.

9. That on August 18, **1983**, the Claimant was advised by the Christie Clinic to seek medical assistance through the Illinois Department of Public Aid. However, the Claimant did not follow through with this. Additionally, in the same month, Burnham City Hospital requested that the Claimant go into their office to complete a public aid application but the Claimant did not do so. Information obtained from the Illinois Department of Public Aid indicates that the Claimant was eligible for medical assistance through that agency at the time the incident occurred. Therefore, public aid would have assumed responsibility for the Claimant's medical/hospital expenses had he made the providers of services aware of his eligibility.

10. That by reason of the Claimant's failure to exhaust the remedies reasonably available to him through public aid, 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.

OPINION

DILLARD, J.

Claimant, Eric Goff, filed his application for compensation under the Crime Victims Compensation Act on March 23, **1984**. His application sought medical and hospital expenses totaling **\$4,738.14**. After an investigatory report was filed with the Illinois Court of Claims by the Attorney General on December **2, 1985**, this Court entered an Order denying the application on January **9, 1986**. The denial was based upon Claimant's alleged failure to exhaust primary sources of compensation, specifically, public aid.

On February **10, 1986**, Claimant requested a hearing to contest the Court's Order denying his application. Trial was held before Commissioner Robert Frederick on June **24, 1987**. The evidence consists of the original investigatory report, departmental report pursuant to Ill. Adm. Code **790.140**, filed September **22, 1986**, the transcript of testimony, and Claimant's Exhibits No. 1 and No. 2. Respondent's Exhibit No. 1 was refused. Both parties filed a brief. The Claimant advised the Commissioner by letter that a reply brief would not be filed.

The Facts

On July **17, 1983**, Claimant was shot by an offender

who was not known to him at **211** East Bradley, Champaign, Illinois. Police investigation revealed that the attack was the result of a racially motivated dispute between the offender and a group of individuals. Claimant was a bystander and had no part in the dispute. He was taken to Burnham Hospital for treatment of his injury. The offender pleaded guilty to reckless conduct and unlawful use of weapons and was sentenced to **60** days in jail.

Claimant was under the guardianship of the State of Illinois from April **15, 1975**, until March **4, 1984**. From July **1, 1983**, until November **14, 1983**, he was a runaway and his whereabouts unknown to the Department of Children and Family Services. Claimant was born on September **15, 1964**, and was, therefore, **18** years of age at the time of the injury.

At the trial, Eric Goff testified that **he** had been shot by the offender. He cooperated with the prosecution of the offender and he gave copies of all his medical bills to the State's Attorney. However, there was no order of restitution entered upon the conviction of the offender. Claimant filed suit against the offender but had been unable to serve a summons on the offender. Claimant incurred medical expenses of **\$74** to Prairie Professionals, **\$350** to Central Illinois Anesthesia Services, **\$3,134.14** to Burnham Hospital, and **\$1,180** to Christie Clinic.

While in the hospital, its personnel suggested Claimant apply for public aid benefits. He applied but was told it was "too late." According to Claimant, a "lady" then sent him on a "wild goose chase." He went to township aid and executed a release to them. The release to township aid **was** notarized February **14, 1984**, and was Claimant's Exhibit No. **1**.

Claimant never received public aid or township aid. Claimant did not know the exact date he approached public aid for assistance but believed it was shortly after he had been released from the hospital. Additionally, he could not remember the name of the public aid caseworker.

On cross-examination, Claimant testified he was 18 on the date of the incident. Prior to the shooting he had no employment since he was in high school. It was almost a year later before Claimant became employed. At the time of the shooting, Claimant was in the hospital two days. Before discharge, he was asked how he was going to pay the bill. He told the hospital he did not know how he was going to pay the bill and he was referred to public aid. Within a few weeks of discharge, he started receiving bills for his treatment. He further admitted that he went to township aid on February 14, 1984, and to public aid just prior to that date. There is no question he waited more than six months to file a claim with public aid. Claimant did not remember if he received a written denial of his claim from public aid and Claimant presented no correspondence from public aid.

The Law

Pursuant to section 10.1(g) of the Act (Ill. Rev. Stat., ch. 70, par. 80.1(g)), crime victims compensation is a secondary source of compensation and the application must show exhaustion of benefits reasonably available under governmental, medical or health insurance programs, including, *inter alia*, workers' compensation, the Federal Medicare program, the *State public aid program* (emphasis added), Social Security administration burial benefits, Veterans administration burial

benefits, and health insurance. The evidence is clear that the Claimant was advised of the need to file a public aid claim even while he was in the hospital in mid-July **1983**. He received medical and hospital bills shortly after leaving the hospital. He did not make his claim to State public aid until mid-February and was denied because of his late filing.

In Crime Victims Compensation Act cases, the Court of Claims has often denied applications where the Claimant failed to follow the rules applicable to such claims. The Court denied a claim where Claimant failed to timely file a notice of intent to file a claim. (*In re Application of Hutcherson* (1985), 37 Ill. Ct. Cl. 491.) The Court found ignorance of the rules to be no exception to the rules of the Crime Victims Compensation Act. The Court has denied claims where the applicant failed to cooperate with the police. (*In re Application of Ford* (1985), 37 Ill. Ct. Cl. 443.) The Court has denied claims where the pecuniary loss fails to exceed \$200. *In re Application of Becker* (1984), 27 Ill. Ct. Cl. 457.

To prevail, Claimant must prove by a preponderance of evidence that he sustained a compensable loss under the rules of the Crime Victims Compensation Act. *In re Application of Thanasouras* (1984), 36 Ill. Ct. Cl. 456.

Claimant asks the Court to rely solely on his unsubstantiated testimony that he applied for State public aid when the Act is solely a secondary source of compensation. This Court has long required that all alternative remedies be exhausted in Crime Victims Compensation Act cases whether they be administrative or legal before seeking final determination of a claim in the Court of Claims. *In re Application of Dickey* (1981),

35 Ill. Ct. Cl. 514; *In re Application of Hamilton* (1983), 35 Ill. Ct. Cl. 1023.

Even if it is believed that Claimant made application to State public aid, he did not do so until more than six months had elapsed from his hospitalization. By his own testimony, he was rejected for his failure to timely file his public aid claim. By failure to exhaust other remedies and sources of recovery available to him, Claimant has not met a required condition precedent for compensation under the Act.

Based on Claimant's failure to exhaust other remedies and sources of recovery available to him, it is hereby ordered that this application be, and hereby is, denied.

(No. 85-CV-0139—Claimant awarded \$7,646.00.)

***In re* APPLICATION OF DAVID G. MERTA**

Opinion filed January 14, 1985.

Opinion filed October 28, 1987.

Order filed August 25, 1988.

DAVID G. MERTA, *pro se*, for Claimant.

NEIL F. HARTICAN, Attorney General (**HANS G. FLADUNC** and **SALLIE A. MANLEY**, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—earnings loss—statutory basis. Pursuant to section 2(h) of the Crime Victims Compensation Act, an award for the loss of earnings is determined by the victim's average net monthly earnings for the six months prior to his or her injury or \$750 per month, whichever is less.

SAME—*unemployed* victim—no *compensable* loss of earnings. The victim of an aggravated battery suffered no compensable loss of earnings,

since the record showed that the victim was not employed for the six months immediately preceding the incident in which he was injured.

SAME—standard deductions. Section 10.1(e) of the Crime Victims Compensation Act provides that \$200 is to be deducted from all claims, except those of Claimants 65 years of age and older, and that there should be a deduction for benefits payable under the Workers' Compensation Act, Dramshop 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 of life insurance that would inure to the benefit of the Claimant.

SAME—Claimant must exhaust other available remedies. A Claimant seeking an award under the Crime Victims Compensation Act is required to exhaust the benefits reasonably available under governmental or medical and health insurance programs before proceeding in the Court of Claims, since the Crime Victims Compensation Act is a secondary source of compensation.

SAME—exhaustion of other remedies—when burden is on Claimant. When the issue of whether a Claimant has exhausted alternative remedies is raised by the Attorney General, the burden of showing that alternative remedies have been exhausted falls upon the Claimant, and in determining whether the suggested benefits were reasonably available to the Claimant, each case must be judged on its own facts.

SAME—aggravated battery—Claimant ineligible for public aid—award granted for medical/hospital expenses after standard \$200 deduction. An award was granted for the medical and hospital expenses incurred by the Claimant as a result of the injuries he received as the victim of an aggravated battery after the standard deduction of \$200 was taken from those expenses, notwithstanding the contention that the Claimant had failed to exhaust the benefits reasonably available to him through the Illinois Department of Public Aid; since the evidence showed that the Claimant had assets in excess of the \$400 maximum allowed for medical assistance from the Illinois Department of Public Aid, and therefore would not have been eligible for such benefits.

OPINION .

Poch, J.

This claim arises out of an incident that occurred on March 3, 1983. David G. Merta, 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 August **6, 1984**, 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, David G. Merta, age **26**, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: aggravated battery (Ill. Rev. Stat. **1979**, ch. **38**, par. **12-4**).

2. That on March **3, 1984**, the Claimant was stabbed several times following an altercation with the offender. The incident occurred at **4810** South Pulaski, Chicago, Illinois. The Claimant was initially taken to Holy Cross Hospital for treatment of his injuries. The offender was apprehended and is presently being prosecuted for aggravated battery.

3. That the Claimant seeks compensation for medical/hospital expenses only.

4. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on **\$750** per month, whichever is less.

5. That the Claimant was not employed for the six months immediately preceding the date of the incident out of which this claim arose and therefore suffered no loss of earnings compensable under the Act.

6. That the Claimant incurred medical/hospital expenses in the amount of **\$7,846**, none of which was paid by insurance, leaving a balance of **\$7,846**.

7. That pursuant to section 10.1(e) of the Act, this Court must deduct \$200 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, Dramshop 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 of life insurance that would inure to the benefit of the applicant.

8. That pursuant to section 10.1(g) of the Act, compensation under this Act is a secondary source of compensation and the applicant must show that he has exhausted the benefits reasonably available *under the Criminal Victims' Escrow Account Act or any governmental or medical or health insurance programs, including but not limited to Workers' Compensation, the Federal Medicare program, the State public aid program, Social Security Administration burial benefits, Veteran's Administration burial benefits, and life, health, accident or liability insurance.

9. That the Claimant filed an application for medical assistance with the Illinois Department of Public Aid on March 14, 1984. This application was denied on April 9, 1984, due to the Claimant's failure to comply with the Department of Public Aids policy regarding cooperation in asset verification. Therefore, his eligibility for assistance could not be determined and his application was denied.

10. That by reason of the Claimant's failure to exhaust the remedies reasonably available to him

through public aid, 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.

OPINION

POCH, J.

This claim for compensation under the Crime Victims Compensation Act (Ill.Rev. Stat., ch. 70, par. 71 et seq.), hereinafter referred to as the Act, arises out of an incident which took place in Chicago, Illinois, on March 3, 1984. On that date Claimant was stabbed several times during an altercation at 4810 South Pulaski. The offender was apprehended and prosecuted for aggravated battery. Claimant was initially taken to Holy Cross Hospital for treatment of his injuries and thereafter was transferred to Cook County Hospital.

On January 14, 1985, this Court entered an opinion which denied compensation due to Claimant's failure to exhaust remedies reasonably available to him through the Illinois Department of Public Aid (IDPA). Claimant then petitioned the Court for a hearing pursuant to section 13.1(a)(3) of the Act. A hearing was held on May 13, 1986, and Commissioner J. Barry Fisher has duly filed his report.

In this claim the Court is concerned with whether Claimant has shown he exhausted the benefits reasonably available to him under the State's public aid program.

Section 10.1(g) of the Act provides as follows:

"(g) compensation under this Act is a secondary source of compensation and the applicant must show that he has exhausted the benefits reasonably available under the Criminal Victims' Escrow Account Act or any governmental or medical or health insurance programs, including, but not

limited to Workers' Compensation, the Federal Medicare program, the State Public Aid program, Social Security Administration burial benefits, Veterans Administration burial benefits, and life, health, accident or liability insurance."

Claimant was unemployed at the time he was injured. While in the Cook County Hospital he was approached by a representative of IDPA who interviewed him concerning whether he wanted assistance in paying his hospital bills. Claimant indicated he wanted help and signed an IDPA application for medical assistance. However, it appears from the record that Claimant was not cooperative with IDPA when a subsequent interview was scheduled to discuss his assets and he was therefore denied medical assistance for failure to cooperate in asset verification as required by IDPA policy. The following dialogue took place at the hearing between the assistant Attorney General and Claimant:

"Ms. Manley: All right. When you received the letter from the Department of Public Assistance denying you assistance in paying your hospital bills, the reason given on that letter for the denial was that you had not cooperated in verifying your assets?"

Mr. Merta: Right. I understand that.

Ms. Manley: And you understood that if in fact you were going to pursue the public assistance that might be available to you, you would have to cooperate in verifying assets. Isn't that right?"

Mr. Merta: Yes.

Ms. Manley: And you decided not to do that. Isn't that correct?"

Mr. Merta: She asked me if I had a bank account which is not right I don't think."

According to section 10.1(g) of the Act (quoted hereinabove), benefits under the Act are a secondary source of compensation. An applicant must show that he exhausted benefits reasonably available under programs such as those administered by IDPA. We do not think that in enacting that provision of the Act the legislature intended for every potential applicant for crime victims

compensation to concurrently seek medical assistance from IDPA. Clearly some applicants would not be eligible for IDPA assistance in any event. However, we cannot ignore the plain language of the Act which places the burden on the applicant to show that he exhausted the reasonably available benefits.

The Office of the Attorney General is charged with the responsibility of investigating all claims made pursuant to the Act, reporting its findings to the Court, and representing the interests of the State of Illinois in hearings before the Court. The only time exhaustion of remedies becomes an issue in a crime victims compensation claim is when the Office of the Attorney General raises it. Our experience and research indicate that the Office has not been irresponsible in raising the issue. In each instance the issue has been raised, the record showed the applicant had another potentially available remedy but did not collect. Because of this and the plain language of the Act, under circumstances such as the case at bar, we hold that once the Office of the Attorney General raises the issue, the Claimant must show that he exhausted the suggested benefits or that the suggested benefits were not reasonably available to him. What is reasonably available necessarily must be judged on a case-by-case basis.

We have encountered the issue in several previously decided cases. In *In re Application of Nagy* (1975), 30 Ill. Ct. Cl. 888, the failure of a doctor to accept a public aid "green card" for follow-up care was an acceptable showing that such benefits were not reasonably available to the applicant. In *In re Application of Dickey* (1981), 35 Ill. Ct. Cl. 517, the applicant was eligible to have his medical bills paid by township assistance. Some were paid and some were not due to the applicant's

failure to submit the bills within the required time period. Those benefits were reasonably available and should have been exhausted. In *In re Application of Hamilton* (1983), 35 Ill. Ct. Cl. 1023, the applicant was entitled to IDPA medical assistance at the time of the crime. She neglected to inform her hospital of this fact and it subsequently applied to IDPA on her behalf. That applicant was denied due to her failure to keep an appointment which was necessary to a determination of eligibility. The record does not indicate why she failed to keep the appointment or otherwise indicate that she offered any evidence that IDPA medical assistance would not have been available. In *In re Application of Wells* (1984), No. 84-CV-0371, the applicant had applied for IDPA assistance but was denied on the grounds that he failed to cooperate with IDPA in the verification of his eligibility. He appealed IDPA's decision alleging that he did not receive the correspondence relating to the request for the verification, but the denial was affirmed. The preponderance of the evidence in the record of his application for crime victims compensation was such that his actions in pursuing the IDPA benefits were not reasonably sufficient to meet the requirement of the Act. In *In re Application of Gordon* (1986), No. 85-CV-1131, the applicant was turned down due to his failure to comply with IDPA's policy regarding cooperation in disclosure of income and assets. There, as in the case at bar, his eligibility for assistance could not be determined and his application was denied. His application for crime victims compensation was denied for failure to show he exhausted a reasonably available benefit. He did not request a hearing following the decision.

Recently, we were confronted with the issue in *In re Application of Hickey* (1987), No. 82-CV-0450. In *Hickey* the claimant was unemployed and without

medical insurance at the time of the crime. Based on the investigatory report, his application for crime victims compensation was denied on the grounds that he failed to exhaust his remedy, which was IDPA medical assistance. He requested a hearing and a hearing was held. The evidence adduced at the hearing indicated that he was a victim of a crime so severe that he required reconstructive surgery as well as three weeks' hospitalization. He made an appointment with IDPA within a few weeks after his release from the hospital. Still suffering ill effects from the crime, he telephoned to cancel the initial appointment. He stated that he asked if that would be all right and was told "there was no problem." Two weeks later, he called again for an appointment and was told by a supervisor at IDPA that because he missed his original appointment he was denied assistance. The State contended that by cancelling his first appointment and/or by not appealing the denial decision, he did not exhaust his remedies within the meaning of the Act. We disagreed and granted the applicant an award.

In the case at bar, the issue was raised. The applicant had filed for IDPA benefits but was turned down for failure to comply with IDPA's regulations regarding cooperation in disclosure of assets. At the hearing he offered nothing to show such assistance would not have been available to him through reasonable cooperation. However, having reviewed the transcript of the hearing we find that he was not provided adequate opportunity to do so and, in the interest of fairness, we remand the case to the Commissioner with instructions to hold another hearing to allow the applicant to present evidence on this issue. .

ORDER

POCH, J.

This claim arises out of an incident that occurred on March 3, 1984. David G. Merta, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act (Ill. Rev. Stat. 1985, ch. 70, par. 71 et seq.).

1. The Court on January 14, 1985, denied compensation due to Claimant's failure to exhaust remedies reasonably available to him through the Illinois Department of Public Aid (IDPA). Claimant petitioned the Court for a hearing pursuant to section 13.1(a)(3) of the Act.

2. On January 7, 1988, a hearing was held before Commissioner J. Barry Fisher and he determined that the Claimant had assets in excess of the \$400 maximum assets allowed for medical assistance from IDPA. Therefore, the Claimant would not have been eligible for public aid.

3. The Claimant complied with all pertinent provisions of the Crime Victims Compensation Act.

4. The Claimant sought compensation for medical/hospital expenses only.

5. The Claimant was not employed for six months immediately preceding the date of the incident out of which this claim arose and therefore suffered no loss of earnings compensable under section 2(h) of the Act.

6. The Claimant incurred medical/hospital expenses in the amount of \$7,846, none of which was paid by insurance, leaving a balance of \$7,846. To date, the Claimant has paid nothing towards this balance.

7. That after applying the applicable deductions, the Claimant's loss for which he seeks compensation is \$7,646, based upon the following:

	<u>Compen- sable Amount</u>	<u>Less Amount of Applicable Deduction</u>	<u>Total</u>
Cook County Hospital	\$7,020.00	\$179.00	\$6,841.00
Holy Cross Hospital	617.00	15.80	601.20
Ambulance Service Corp.	197.00	5.00	192.00
Southwest Radiological Association	<u>12.00</u>	<u>.20</u>	<u>11.80</u>
Totals	<u>\$7,846.00</u>	<u>\$200.00</u>	<u>\$7,646.00</u>

It is hereby ordered that the sum of \$6,841 be and is hereby awarded to David Merta and Cook County Hospital.

It is further ordered that the sum of \$601.20 be and is hereby awarded to David Merta and Holy Cross Hospital.

It is further ordered that the sum of \$192 be and is hereby awarded to David G. Merta and Ambulance Service Corporation.

It is further ordered that the sum of \$11.80 be and is hereby awarded to David G. Merta and Southwest Radiological Assoc., S.C.

(No. 87-CV-0325—Claim denied.)

In re APPLICATION OF MARVIN WILCOX

Order filed December 1, 1986.

Order on motion for reconsideration filed April 29, 1987.

Order filed August 22, 1988.

MARVIN WILCOX, pro se, and HAY, HART & LANDAU (MARY AVERSANO, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SALLIE A. MANLEY, JEAN HILLMAN, and JAMES TYSON, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Act—covered offenses involving motor vehicles limited to reckless homicide and DUI. Pursuant to section 2(c) of the Crime Victims Compensation Act, a Claimant must be a victim of one of the violent crimes specifically set forth in section 2 in order to recover benefits under the Act, and the only crimes involving a motor vehicle covered by the Act are reckless homicide and driving while under the influence of an intoxicating liquor or a narcotic drug.

SAME—hit-and-run accident—not a covered offense—claim denied. A claim based on the leg and head injuries sustained when the Claimant was struck by an automobile driven by an unknown offender was denied, since the Court of Claims has uniformly held that the Crime Victims Compensation Act is not applicable to unintentional motor vehicle offenses and that even though a hit-and-run accident is an offense, it is not one of the offenses specifically set forth in the Act as being the basis of a claim.

ORDER

POCH, J.

This claim arises out of an incident that occurred on February 8, 1986. Marvin Wilcox seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act (Ill. Rev. Stat. 1985, ch. 70, par. 71 et seq.).

This Court has carefully considered the application for benefits submitted on September 19, 1986, 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 on February 8, 1986, the Claimant sustained leg and head injuries when he was struck by an automobile driven by an unknown offender. The incident occurred as the Claimant stepped into the street at 4333 North Western Avenue, Chicago, Illinois. The Claimant was taken to Ravenswood Hospital for treatment of his injuries. The offender fled the scene and has not been apprehended.

2. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence of one of the violent crimes specifically set forth under section 2(c) of the Act. Ill. Rev. Stat. 1985, ch. 70, par. 72(c).

3. That "crime of violence" as specified in section 2(c) of the Act does not include any other offense or accident involving a motor vehicle except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs where a conviction for such offense has been entered.

4. That the issues presented to the Court are whether the Claimant's injury that was caused by the offender's operation of a motor vehicle is compensable under section 2(c) of the Act, and whether the fact that the offender fled the scene of the incident has an effect on the Claimant's eligibility for compensation under the Act.

5. That, as the Court stated in *In re Hansen* (1980), 34 Ill. Ct. Cl. 401, "The Court has uniformly taken the position that the Illinois Crime Victims Compensation Act is not applicable to unintentional motor vehicle

offenses, as not being a 'crime of violence' within section 2(c) thereof." See also *In re Desir* (1980), 34 Ill. Ct. Cl. 391; *In re Stevens* (1976); 31 Ill. Ct. Cl. 710.

6. That the Court has also recognized that while a hit and run accident 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. *In re Viscarrondo* (1980), 34 Ill. Ct. Cl. 402.

7. 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 FOR RECONSIDERATION
POCH, J.

This matter comes on before the Court on Claimant's petition for reconsideration of the order of dismissal on December 1, 1986, and the Court being fully advised.

It is hereby ordered that the petition for reconsideration be and is hereby denied.

ORDER

MONTANA, C.J.

The applicant, Marvin Wilcox, brought this claim seeking compensation pursuant to the provisions of the Crime Victims Compensation Act (Ill. Rev. Stat., ch. 70, par. 71 *et seq.*). The claim arises out of an incident on February 8, 1986, wherein the applicant was injured.

Based upon the investigatory report filed by the Office of the Attorney General, the Court found that the incident giving rise to the claim was not one of the

crimes set forth under the Act for which compensation may be granted and the claim was denied. The applicant then requested a hearing. A hearing was held September **29, 1987**.

The Claimant was not present but was represented by counsel. Counsel made a statement for the record that the Claimant had decided not to pursue the appeal of the denial of benefits and counsel conceded that pursuit of the appeal would be futile. Based on counsel's statement which is contained in the transcript and need not be repeated here and based on additional evidence and argument offered by counsel for the Office of the Attorney General, it is hereby ordered that our decision of December **1, 1986**, is hereby affirmed and this claim is denied.

**CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL**

FY 1989

76-CV-1431	Barber, Alex	\$ 2,540.63
81-CV-0543	McDonald, Jennifer Martin	7,140.63
82-CV-0299	McNutt, Quinn	Reconsidered Dismissal
82-CV-0472	Wood, Teddy E.	2,847.10
82-CV-0736	Ford, Louisiana	Reconsidered Dismissal
82-CV-0814	Fielder, Eva	3,620.00
83-CV-0135	Evans, Jenner L.	Dismissed
83-CV-0186	Knapczyk, Jack A.	Reconsidered Denial
83-CV-0260	Crawley, George A.	40.00
83-CV-1055	Swantek, Angela	1,173.92
83-CV-1064	Johnson, Lorraine H.	Denied
84-CV-0096	Tolbert, J.D.	Reconsidered Dismissal
84-CV-0121	Robinson, Linda L.	4,718.10
84-CV-0145	Ecker, Dale W.	Dismissed
84-CV-0194	Vance, Timothy Lee	2,903.85
84-CV-0241	Powell, Marvin	Dismissed
84-CV-0463	Boyd, Mary	2,000.00
84-CV-0530	Plewa, Tadeusz	Dismissed
84-CV-0861	Perez, Roberto	Dismissed
84-CV-0869	Donegan, David E.	3,529.50
84-cv-1019	Szarek, Roman	6,562.74
84-CV-1034	Mounts, David	4,389.30
84-CV-1175	Flowers, Robert E.	1,827.77
84-cv-1222	Hudson, Willie J.	Dismissed
84-CV-1223	Ieong, Henry K.	218.75
84-CV-1232	Edwards, Walter	Dismissed
84-CV-1246	Perez, Ricardo	Dismissed
84-CV-1247	Perez, Ricardo	Dismissed
84-CV-1248	Perez, Ricardo	Dismissed
84-cv-1269	Pittenturf, Michael	Dismissed
84-cv-1282	Day, Charles E.	Dismissed
85-CV-0034	Turner, Robert	Dismissed
85-CV-0152	Fahy, Edward P.	Dismissed
85-CV-0288	Scott, Franklin	15,000.00
85-CV-0316	Clay, Sally	15,000.00
85-cv-0410	Mitchell, David C.	700.00

86-CV-1146	Willis, Virgil B.	1,058.07
86-CV-1163	Roberts, Walter	221.45
86-CV-1224	Mathers, Eddie	Reconsidered Denial
86-CV-1239	Moore, Rosie	4,365.90
86-CV-1262	Feyrer, Erwin Robert	12,968.97
86-CV-1275	Easley, Robert	2,286.87
86-CV-1284	Neideffer, Bert E., Jr.	7,119.03
86-CV-1286	Strow, Darlene J.	580.93
86-CV-1335	Burkette, Laurence	Reconsidered Denial
86-CV-1340	Doonan, Scott A.	435.97
86-CV-1352	Clemens, Steve	Denied
86-CV-1353	Anderson, Steven P.	Denied
86-CV-1376	Gratton, David Alvin & Gratton, Judy Ann	2,250.00
87-CV-0004	Thomas, Maynell & Conard, Carrie	15,000.00
87-CV-0054	Campbell, Rosie	1,480.33
87-CV-0064	Bucciarelli, Lois A.	15,000.00
87-CV-0066	Dinoffri, Natalie J.	613.62
87-CV-0106	Rayos, John A.	Dismissed
87-CV-0169	Didion, Patricia, & Alfaro, Ronald	2,000.00
87-CV-0170	Hedgepath, Carolyn J	Denied
87-CV-0214	Driskell, Gail Grier	Reconsidered Denial
87-CV-0238	Holmes, Rosa L.	2,000.00
87-CV-0251	Dowell, Madelyn L.	1,384.00
87-CV-0254	Mena, Lydia	2,000.00
87-CV-0261	Boykin, Steve	15,000.00
87-CV-0277	Gibson, Marilyn M.	2,000.00
87-CV-0309	Smith, Kelvin O.	Dismissed
87-CV-0326	Williams, Sandra	400.32
87-CV-0336	Phillips, Debra Dee	892.86
87-CV-0347	Vargas, Ramiro	2,000.00
87-CV-0385	Clark, Lucy	506.56
87-CV-0403	Collins, Irene L.	2,000.00
87-CV-0407	Levitansky, Helen	2,046.51
87-CV-0434	Kearney, Hilda P.	Dismissed
87-CV-0438	Ede, Linda Lee	1,637.50
87-CV-0467	Sigalos, John N.	2,442.16
87-CV-0474	Vargas, Abigail	25,000.00
87-CV-0515	Egdorf, Michael E.	Denied
87-CV-0518	Eichelberger, James I.	Denied
87-CV-0523	Prince, Charles E.	Denied
87-CV-0544	Kendricks, Margie	Denied

87-CV-0545	Mosley, John M.	6,276.02
87-CV-0560	Garcia, Carol Ann	7,881.71
87-CV-0595	Bowler, Gay	4,163.65
87-CV-0598	Goldstein, Nathan	15,000.00
87-CV-0606	Shields, Tifford	1,469.01
87-CV-0609	Cohen, Susan Janet	2,846.50
87-CV-0635	Mead, Barbara H.	4,307.71
87-CV-0645	Saffold, Rozena	2,000.00
87-CV-0647	Spain, Dorothy Price	2,000.00
87-CV-0682	Ross, Lucille	2,000.00
87-CV-0690	Waddell, Velma	1,610.00
87-CV-0711	Rollins, Howard	Denied
87-CV-0719	Burghraef, Marie	928.40
87-CV-0729	Schroeder, Denise	1,271.25
87-CV-0746	Wise, Helen M.	1,559.49
87-CV-0762	Stoecklein, Peter H.	5,209.09
87-CV-0777	Jackson, Russell	409.02
87-CV-0800	Martinez, Judy A.	705.00
87-CV-0815	Gibbs, Wanda A.	2,000.00
87-CV-0822	Wolfe, Russell R.	25,000.00
87-CV-0835	Marche, Marc J.	1,424.75
87-CV-0853	Wade, Mattie	9,303.52
87-CV-0874	Stigman, Anne W.	340.80
87-CV-0893	Bass, Carmelita Kim	307.14
87-CV-0895	Higgins, Luke	25,000.00
87-CV-0912	Richmond, Bertha	2,000.00
87-CV-0915	Buck, Rosie L.	Denied
87-CV-0926	Grigsby, Joseph L.	2,377.85
87-CV-0929	Hawkins, Mary	2,000.00
87-CV-0932	Long, Pauline	2,000.00
87-CV-0948	Orelove, Belle	1,002.39
87-CV-0957	Bohanon, Curtis L.	2,330.20
87-CV-0969	Perry, Jessie	2,000.00
87-CV-0971	Anderson, Maggie	Denied
87-CV-0992	Basarab, Dmytro	838.48
87-CV-0994	Miklaszewicz, Jan	518.40
87-CV-1000	Becker, Maria S.	1,165.80
87-CV-1007	Nelson, William D.	951.60
87-CV-1030	Evans, Janie L.	2,000.00
87-CV-1032	Hastings, Sharon	956.82
87-CV-1035	Mosley, Regina	25,000.00

87-CV-1043	Hickey, Lawrence H.	Denied
87-CV-1056	Tally, Herbert	Denied
87-CV-1059	Ford, Jerl	699.00
87-CV-1062	Suess, Linda J.	25,000.00
87-CV-1080	Giannoules, John J.	Denied
87-CV-1104	Burgess, Margaret	1,998.65
87-CV-1119	Morris, Lucious	1,805.77
87-CV-1126	Riddle, James D.	2,000.00
87-CV-1147	Lambert, Katharine S.	114.59
87-CV-1156	Juarez, Francisco	16,994.28
87-CV-1164	Holleman, R. Bryant, Jr.	17,212.04
87-CV-1171	Brown, Jeffery	1,248.13
87-CV-1176	Kirk, Helen	Denied
87-CV-1177	Lofton, Robert	14,537.91
87-CV-1183	Davis, Jessie S.	25,000.00
87-CV-1186	Garcia, John G.	Denied
87-CV-1189	Youkhana, Marvin	Denied
87-CV-1191	Crosby, Walter	234.49
87-CV-1192	Katke, Eleanor K.	Dismissed
87-CV-1203	Fitza, Olga K.	Reconsidered Dismissal
87-CV-1219	Bess, Bobby M.	2,318.18
87-CV-1221	Dozier, Viva	Denied
87-CV-1227	Smith, Helen	2,050.00
87-CV-1233	McKnight, Leatrice	2,178.47
87-CV-1252	Gonzalez, Miguel Angel	Denied
87-CV-1263	Ali, Sartaj	5,615.10
87-CV-1272	Thomason, Ada M.	750.43
87-CV-1292	Webster, Florence	307.70
87-CV-1294	Kallenborn, Karl M.	4,866.52
87-CV-1295	Patterson, William L.	1,648.04
87-CV-1300	Chapman, Pearlie Mae	2,000.00
87-CV-1301	Clausen, Sherrie A.	291.00
87-CV-1306	Jones, Calmeater & Jones, Muriel	2,000.00
87-CV-1314	Ware, Julie	395.82
87-CV-1317	McKinnie, Mamie	301.13
87-CV-1319	Cannon, Earthy	2,000.00
87-CV-1320	Cooper, Dana	2,000.00
87-CV-1339	Hawkins, Patricia Sue	34.00
87-CV-1343	Horner, Donna Lynn	293.00
87-CV-1347	Hill, M.L.	575.03
87-CV-1364	Clark, Fred M.	5,121.17

87-CV-1388	French, Cynthia R.	Denied
87-CV-1397	Coleman, Bobbie Jean	2,000.00
87-CV-1398	Hester, Kelvin	1,624.12
87-CV-1399	Iacona, Chad	9,178.70
87-CV-1414	Thompson, Alice M.	Denied
87-CV-1416	Francis, Simon R.	Denied
87-CV-1418	Ortiz, Hector	4,255.02
87-CV-1430	Griffin, Marie P.	2,000.00
87-CV-1438	Simpson, Blanche E.	Denied
88-CV-0002	Hernandez, Karen	25,000.00
88-CV-0012	Lee, Larry	233.50
88-CV-0017	Stephenson, Christine	Denied
88-CV-0024	McCarthy, Daniel T.	5,919.33
88-CV-0034	Mendizabal, Rosa Andrade	Denied
88-CV-0036	Planinic, Ana	5,010.27
88-CV-0041	Magnuson, Tracey	1,049.00
88-CV-0046	Matis, Walter	453.74
88-CV-0048	Rodriguez, Antonio	2,460.00
88-CV-0050	Bunch, John L.	Denied
88-CV-0054	Kopciewski, Christopher	488.18
88-CV-0058	Aguilar, Mitchell	Denied
88-CV-0061	Berogan, Phyllis Jean	9,709.55
88-CV-0071	Lawrence, Frances M.	2,000.00
88-CV-0072	Smith, Lucille	2,000.00
88-CV-0077	Resto, Augustin	1,942.76
88-cv-0094	Russell, Rosie L.	296.00
88-CV-0101	Madden, Edward T.	Denied
88-CV-0103	Odell, Noba	Denied
88-CV-0105	Surufka, Walter R.	Denied
88-CV-0117	Howell, Earl E.	2,000.00
88-CV-0118	Portwood, Rosie M.	2,000.00
88-CV-0120	Richardson, Norma	286.53
88-cv-0122	Arroyo, Peter J.	Denied
88-CV-0129	Jackson, Russell	Dismissed
88-CV-0155	Haldorson, Mark	Denied
88-CV-0158	Little, Louise	25,000.00
88-CV-0159	Miller, Ledora	Denied
88-CV-0189	Hinton, William L.	Denied
88-CV-0198	Stovall, Mary D.	2,000.00
88-cv-0199	Videka, Lillian N.	446.00
88-CV-0205	Shah, Harshad K.	15,175.62

88-CV-0207	Altine, Cheryl K.	2,468.00
88-CV-0208	Austin, Cassandra	Denied
88-CV-0213	Harris, Fred	835.00
88-CV-0218	Brown, Fannie	2,000.00
88-CV-0225	Koherstein, Karen E.	2,000.00
88-CV-0252	Scott, Bruce A., Sr.	167.04
88-CV-0253	Diamond-Sullins, Joan	2,488.97
88-CV-0257	Coppa , Michael A.	450.00
88-CV-0275	Cordova, Luisa M.	2,000.00
88-CV-0282	Holton, Dolly	2,000.00
88-CV-0295	Zavitsanos, Olga	615.84
88-CV-0297	Acevedo, Dagoherito	4,339.78
88-CV-0298	Austin, Shirley Ann	1,113.00
88-CV-0302	Jackson, William H., Sr.	2,000.00
88-CV-0308	Oden, Frances & Young, Johnnie Beauregard	1,193.80
88-CV-0309	Plost, Regine	946.86
88-CV-0313	Stoafer, Georgia L.	2,607.30
88-CV-0317	White, James D.	3,786.12
88-CV-0322	Bel, Bernard	2,000.00
88-CV-0327	Colon, Sandra Morris	Denied
88-CV-0330	Fitch, Mattie	503.80
88-CV-0331	Greco, Adele	25,000.00
88-CV-0339	Skinner, Hayes W.	Denied
88-CV-0340	Skinner, Hayes W.	Denied
88-CV-0345	Bailey, Wilson & Bailey, Beverly	2,000.00
88-Cy-0346	Banks, Veronia	25,000.00
88-CV-0356	Leonard, Vera	2,000.00
88-CV-0360	Pinquind, Janie	2,000.00
88-CV-0361	Dattilo, Eunice	2,000.00
88-CV-0362	Fennessy, Kathleen A.	274.35
88-CV-0370	Marroquin, Maria	25,000.00
88-CV-0380	Tinajero, Guadalupe	2,000.00
88-CV-0389	Anderson, Terry D.; Guardian of the Estate of Patricia S. Scida	24,622.33
88-CV-0395	Bell, Frances	2,000.00
88-CV-0400	Cisneroz, Richard	2,000.00
88-CV-0405	Fitzpatrick, Shirley	2,000.00
88-CV-0407	Fox, Robert George	16,714.75
88-CV-0409	Haggard, Robert E.	Denied
88-CV-0410	Halman, Patricia	633.38
88-CV-0412	Hayes, Patricia E.	Denied

88-CV-0417	Little, Louise	Dismissed
88-CV-0420	Rogers, Darlene	2,000.00
88-CV-0421	Smith, Roberta	Denied
88-CV-0426	Gongala, Jeffrey A.	3,707.14
88-CV-0428	Johnson, Kristie A.	25,000.00
88-CV-0430	Lisenby, Delores Martin	Denied
88-CV-0432	Massey, Callie	2,000.00
88-CV-0433	Medley, Marguerite	2,000.00
88-CV-0446	Pula, Emily S.	796.61
88-CV-0448	Retzke, Della V.	2,000.00
88-CV-0453	Stanley, Ronald J.	6,778.13
88-CV-0455	Story, Rodney	10,716.16
88-CV-0456	Teachout, Evelyn A.	1,932.48
88-CV-0463	Arroyo, Roberto	967.56
88-CV-0466	DeJesus, Benjamin	2,000.00
88-CV-0468	Gniewowski, Zygmunt	2,000.00
88-CV-0469	Hayes, John W.	591126
88-CV-0474	Key, Dons Jean	509.09
88-CV-0483	Walker, Lisa A.	5,724.34
88-CV-0485	Zywert, Catherine Mary	7,341.66
88-CV-0488	McArthur, John	292.95
88-cv-0493	Fritz, Mary L.	2,000.00
88-CV-0506	Starczewski, Leszek	745.26
88-CV-0510	Walls, Gerald J.	Denied
88-CV-0518	Wright, Evelyn	1,960.75
88-CV-0526	Roman, Irene	Denied
88-CV-0529	Splant, Rebecca M.	329.04
88-cv-0530	Starzynski, Dianna	1,108.69
88-CV-0533	Thome, Patricia	Denied
88-CV-0538	Syrek, Wayne J., Jr.	2,000.00
88-cv-0539	Syrek, Wayne J., Jr.	2,000.00
88-CV-0542	Bowen, Helena	Denied
88-CV-0547	Davidson, John	2,000.00
88-CV-0549	Fiandaca, Michelena	2,000.00
88-CV-0552	Golden, Cay	90.00
88-CV-0553	Golden, Cay	270.00
88-CV-0554	Griebahn, Bruce, Jr.	Denied
88-CV-0555	Grygiel, Daniel L.	170.45
88-cv-0557	Hinton, Carolyn	2,000.00
88-CV-0559	Horist, Richard A.	14,357.31
88-CV-0564	Kress, Russell	Denied

88-CV-0565	Lee, Thelma	2,000.00
88-CV-0567	Surprenant, Joseph A.	914.50
88-CV-0568	Archer, Jason E.	480.75
88-CV-0572	Davies, Elizabeth	2,000.00
88-CV-0573	Glinski, Theodore F.	1,469.16
88-CV-0578	Hernandez, Rita	2,000.00
88-CV-0583	Magsby, Richard & Watkins, Patricia	25,000.00
88-CV-0586	Pina, A. Charlie	7,924.40
88-CV-0591	Turner, Jeftie B.	2,000.00
88-CV-0593	Weil, Frederick D. & Weil, Angela	3,740.00
88-CV-0597	Zygiel, Mary C.	55.81
88-CV-0598	Brownlee, Theodore	2,000.00
88-CV-0601	Haas, Addie	3,089.35
88-CV-0606	Kalka, Lori M.	463.98
88-CV-0608	Kratowicz, Jean A.	532.32
88-CV-0616	Sierra, Olga	2,000.00
88-CV-0617	Simmons, Adrianne	2,000.00
88-CV-0618	Stevens, Matina	2,000.00
88-CV-0624	Bradshaw, Leon M., Jr.	2,000.00
88-CV-0630	Johnson, Mary P.	Denied
88-CV-0633	Morton, Jill L.	Denied
88-cv-0639	Santiago, Enrique	Denied
88-CV-0641	Steele, Scott D.	216.50
88-CV-0644	Evans, Charles	2,000.00
88-CV-0645	Giustino, John Carl	1,897.00
88-CV-0646	Jones, Darrell V.	54.00
88-cv-0649	McLain, Tendi	985.00
88-CV-0654	Riemensnider, Deanne	224.59
88-CV-0658	Brose, Dale	3,379.89
88-CV-0664	Gonzalez, Ana	2,000.00
88-CV-0665	Jolgren, Wesley	3,900.20
88-CV-0669	O'Rorke, Hugh P.	477.66
88-CV-0670	Schneider, William J.	2,000.00
88-CV-0673	Vanchieri, Marjorie	2,000.00
88-CV-0680	Garcia, Jose L.	2,000.00
88-CV-0682	Hill, Jon S.	Denied
88-CV-0685	Mattson, Nancy M.	1,345.08
88-CV-0686	Muthart, James R.	21,323.97
88-CV-0688	Reyes, Hilda	268.18
88-CV-0690	Tyson, Rose	1,379.00
88-CV-0695	Junker, Beth Colleen	4,087.45

88-CV-0697	Spivery, Joanne	1,780.74
88-Cv-0698	Sykcs, Fannie	1,360.00
88-CV-0701	West, Leamon	Denied
88-CV-0702	Wilson, Ruth	2,000.00
88-CV-0706	Diggs, Cathy	909.00
88-CV-0708	Gonzalez, Caroline	2,000.00
88-CV-0710	Johnson, Willie V.	500.00
88-CV-0712	King, Kenneth H.	2,042.52
88-CV-0713	Kolar, Adeline A.	47.08
88-CV-0715	Matthews, Levi	2,000.00
88-CV-0718	Senese, Salvatore	2,000.00
88-CV-0720	Stepter, Emma, For Homer Stepter, minor	Denied
88-CV-0721	Thomas, Erna L.	4,453.64
88-CV-0722	Acosta, Martin	2,000.00
88-CV-0723	Arahi, Jackson A.	4,328.80
88-CV-0726	Canovas, Joyce	2,619.10
88-CV-0731	DeSantis, Maria	25,000.00
88-CV-0734	Durr, Willeam	25,000.00
88-CV-0740	Roebuck, Beverly	1,021.50
88-CV-0749	Newman, Shirley A.	443.17
88-CV-0750	Fernandez, Jose R.	3,147.00
88-CV-0751	Fischer, Linda	2,000.00
88-CV-0753	Funches, Asa M.	Denied
88-CV-0754	Garcia, Wenceslao	Denied
88-CV-0755	Hammonds, Hosie L. & Hammonds, Vanessa M.	2,000.00
88-CV-0757	Kosik, Sandra L.	466.80
88-CV-0758	McCann, Rita	60.00
88-CV-0761	Means, David R.	644.73
88-CV-0762	Mosbarger, William L.	25,000.00
88-CV-0764	Hale, Earlene	2,000.00
88-CV-0767	Smolcic, Josie S.	295.48
88-CV-0768	O'Neal, Helen	Denied
88-CV-0770	Sourwine, Brian	2,644.93
88-CV-0774	Ward, Rosary V.	269.31
88-CV-0775	Weiss, Lois J.	1,168.34
88-CV-0777	Allen, Olga J.	1,000.00
88-CV-0791	Sharpe, Yvonne	Denied
88-CV-0795	Smith-Banks, Veronica	Dismissed
88-CV-0799	Brown, Freddie M.	2,000.00
88-Cv-0801	Carr, Cathleen	574.18

88-CV-0809	DeYoung, Nancy L.	25,000.00
88-CV-0810	Dickerson, Douglas Scott	2,641.15
88-CV-0811	Docher, Gene	632.33
88-CV-0814	Jenkins, Carole M.	494.40
88-CV-0816	Jung, In Hoon	1,989.00
88-CV-0817	Kim, Jae Wha	1,729.58
88-CV-0819	Laws, Inez	517.00
88-CV-0820	Lewis, Tommie	2,000.00
88-CV-0821	Marcus, Lewis	2,809.81
88-CV-0833	Smith-Florence, Lillielette	2,000.00
88-CV-0843	Russell, Joyce	1,737.00
88-CV-0845	Blatchford, Barbara Ecker	Denied
88-CV-0846	Chapman, James H. & Chapman, Estella V.	2,000.00
88-CV-0847	Daily, Richard T.	133.00
88-CV-0849	Glines, Jewel	2,000.00
88-CV-0852	Peterson, Earlene	2,000.00
88-CV-0853	Rhodes, Ruby I.	2,100.50
88-CV-0864	Hughes, Brent	2,421.95
88-CV-0866	Jennings, Delores	2,000.00
88-CV-0868	Kilborn, George	1,904.50
88-CV-0873	Mitchell, James I.	11,272.43
88-CV-0875	Ronda, Theodore	Denied
88-CV-0876	Saksenberg, Sinda A.	Denied
88-CV-0883	Barajas, Augustine	2,000.00
88-CV-0884	Castaldo, Jo Ann	25,000.00
88-CV-0890	Baines, Shirley	2,000.00
88-CV-0892	Clark, Milton J.	3,000.00
88-CV-0899	Williams, Jean	2,000.00
88-CV-0901	Thompson, Todd	625.00
88-CV-0904	Veseli, Isuf	3,470.98
88-CV-0913	Zalisk, Marilyn	346.30
88-CV-0914	Campoli, Anthony R.	Denied
88-CV-0915	Coleman, Carl R.	880.00
88-CV-0918	Kecka, Anna	2,000.00
88-CV-0919	Reyes, Lino	14,554.48
88-CV-0921	Thomas, Elois	Denied
88-CV-0927	Williams, Kassinger	1,006.88
88-CV-0933	Williamson, Lucille	2,000.00
88-CV-0935	Acuna, Angelica	169.23
88-CV-0936	Arnold, Pearlle	1,212.50
88-CV-0938	Avila, M. Guadalupe	25,000.00

88-CV-0939	Blough, Joann Lyn	2,360.46
88-CV-0942	Cardenas, Leopoldo	3,000.00
88-CV-0945	Hicks, Marsha	25,000.00
88-CV-0947	Johnson, Shawna	543.70
88-CV-0949	Napolitano, Mary	2,000.00
88-CV-0950	Pearson, Ora	Denied
88-CV-0954	Tomasello, Rose	3,000.00
88-CV-0955	Watts, Lionel M.	Denied
88-CV-0958	Battle, James	Denied
88-CV-0960	Calbert, Portia	2,000.00
88-CV-0963	Delgado, Juan M.	1,887.39
88-CV-0966	Kapechuk, Oksana	3,000.00
88-CV-0967	Kimbrel, Van M.	195.00
88-CV-0969	Kowahl, Catherine	2,000.00
88-CV-0970	LaCourt, Ramona	2,000.00
88-CV-0973	Stanford, Levi	Denied
88-CV-0980	Bradford, Clarissa	1,900.00
88-CV-0981	Brown, Lucille G.	671.70
88-CV-0986	Mich, Nancy L.	2,000.00
88-cv-0987	Palmer, Jeanette L.	98.18
88-cv-0994	Hoaglin, Grace	1,055.00
88-CV-0995	Olson, Kenneth J.	133.32
88-CV-0998	Ross, Sammie	39.00
88-CV-1003	Lamp, Marvin T.	2,000.00
88-CV-1004	McCauley, Delores	2,000.00
88-CV-1005	Mack, Alfred A.	2,296.00
88-CV-1008	Peace, Della Mae	2,000.00
88-CV-1013	Ayers, Wayne Kermit	620.09
88-CV-1020	Frawley, John J., Rev.	518.85
88-cv-1021	Fuoss, Darrin M.	11,683.28
88-CV-1022	Hicks, Willie Lee	18,735.19
88-CV-1023	Inostroza, Elma D.	1,348.11
88-CV-1024	Jack, Willie Lee	2,000.00
88-CV-1027	Jones, Signora	125.00
88-CV-1028	Katny, Peter	Dismissed
88-CV-1029	Lee, Mary L.	1,000.00
88-CV-1032	Nicholes, Minnie	Denied
88-CV-1037	Swindall, Lee Esther	2,000.00
88-CV-1038	Thomas, Glenn A.	3,540.24
88-CV-1046	Ammons, Jerry	2,781.55
88-CV-1049	Byrd, Lissa	796.50

88-CV-1050	Coleman, Ardella	2,000.00
88-CV-1051	Coleman, Lonnie	1,810.00
88-CV-1052	Dean, William E.	377.50
88-CV-1053	Hackett, Evelyn	2,813.00
88-CV-1054	Hartman, Marie	2,000.00
88-CV-1056	Landfair, Rose	2,000.00
88-CV-1061	Revell, William H.	9,648.40
88-CV-1062	Rider, Travis A.	1,599.09
88-CV-1063	Rivera, Sara	3,000.00
88-CV-1064	Rodenberg, William	Denied
88-CV-1065	Sielicky, Roger M. & Rogers, E. Kay	Denied
88-CV-1067	Taylor, Pauline	Denied
88-CV-1068	Walker, Harriett	Denied
88-CV-1069	Weber, Christine Ann	10,693.73
88-CV-1070	Williams, Addie & Ester, Lizzie	Denied
88-CV-1074	Cathey, Donald	Denied
88-CV-1075	Demerin, Deolito F.	25,000.00
88-CV-1079	Gonzalez, Judy	3,000.00
88-CV-1081	Ingram, Janice	Denied
88-CV-1082	Lane, Augustine	2,000.00
88-CV-1086	Moody, Beverly L.	2,000.00
88-CV-1092	Scott, Katie M.	Denied
88-CV-1094	VanHooser, Vassie D.	625.00
88-CV-1095	Williams, Billy	1,500.00
88-CV-1099	Jackson, Ella Ree	2,565.00
88-CV-1100	Lindsey, Ruby B.	2,934.24
88-CV-1104	Rance, DeJuan D.	702.43
88-CV-1109	Williams, Hosie	4,011.25
88-CV-1111	Bulthuis, Dolores T.	25,000.00
88-CV-1116	McKinney, Gregory K.	3,000.00
88-CV-1117	Monaghan, Edward	3,000.00
88-CV-1128	Lewis, Jacqueline	2,285.00
88-CV-1113	Silas, Vera E.	Denied
89-CV-0001	Austin, Venus	2,000.00
89-CV-0002	Berry, Eloise	2,000.00
89-CV-0003	Bissing, Kerry S.	4,814.02
89-CV-0008	Gaston, Elizabeth	2,000.00
89-CV-0010	Halbert, Marilyn	2,000.00
89-CV-0013	Johnson, Keith W.	686.00
89-CV-0014	Karpen, Paul	309.62
89-CV-0015	Kennedy, Marilyn Kay	2,939.86

89-CV-0016	McDermott, Marianne	215.90
89-CV-0022	Ross, Lue Birdie	2,258.80
89-CV-0024	Shovan, Louis R.	528.50
89-CV-0025	Smith, Gary W.	Denied
89-CV-0032	Brown, Patricia A.	2,964.00
89-CV-0034	El-Araj, Aida S.	1,269.45
89-CV-0035	Formanski, Richard E.	3,000.00
89-CV-0036	Gaines, Ora Lee	Denied
89-CV-0041	Murray, Alma	Denied
89-CV-0045	Smith, Ida M.	25,000.00
89-CV-0047	Taylor, Charles	3,000.00
89-CV-0049	Young, Angela	Denied
89-CV-0051	Dudovick, James	3,000.00
89-CV-0055	Jones, Charlotte A.	2,000.00
89-CV-0059	Ramirez, Anita.	1,812.88
89-CV-0060	Rodich, Anthony N.	2,745.50
89-CV-0063	Lima, Yolanda	223.10
89-CV-0065	McCottrell, Madeline	Denied
89-c v-0067	Ranguette, Lucille	3,641.98
89-CV-0075	Tero, Stella	Denied
89-CV-0076	Turner, Ellen D. Hall	2,000.00
89-CV-0080	Holloway, Margaret	2,449.00
89-CV-0082	Malone, Della	287.00
89-CV-0084	Sanders, Lefty	Denied
89-CV-0087	Spinarski, Yvonne M.	2,990.58
89-CV-0089	Wedig, Martin	752.33
89-CV-0091	Raithel, Angela	1,857.70
89-CV-0093	Brown, Sidney E.	5,170.90
89-CV-0099	Moore, Ethel	2,543.00
89-CV-0104	White, Martha A.	2,000.00
89-CV-0106	Hanburger, Debra M.	176.00
89-CV-0108	Powers, Kimberley J.	239.00
89-CV-0115	Bradbury, Diana Lynn	4,849.82
89-CV-0122	Sutfin, Eileen S.	1,134.15
89-CV-0128	Hall, Alan E.	2,000.00
89-CV-0129	Hall, Alan E.	2,000.00
89-CV-0131	Kay, Gertrude U.	142.80
89-CV-0134	Lucas, Annie	Denied
89-CV-0135	McOsker, Lennie W.	750.00
89-CV-0140	Smith, D. Lucille	109.00
89-CV-0145	Mitchell, Judy M.	2,000.00

89-CV-0146	Molina, Jose G., Sr.	3,000.00
89-CV-0151	Lipscomb, Cathy L.	270.00
89-CV-0155	White, Maria	2,000.00
89-CV-0158	Andersen, Karen	2,000.00
89-CV-0163	Smith, Margaret H. & Stovall, Elease	3,000.00
89-CV-0166	Abernathy, Pamela Y.	1,697.51
89-CV-0167	Baines, Shirley	3,000.00
89-CV-0168	Boyce, William L.	2,000.00
89-CV-0174	Howze, Bernice	2,000.00
89-CV-0178	Reed, Gayle	2,000.00
89-CV-0180	Robinson, Barbara	3,000.00
89-CV-0185	Simpson, Mary	3,000.00
89-CV-0191	Woods, Bessie	2,000.00
89-CV-0199	Demopoulos, Sophia	Denied
89-CV-0200	Flanagan, Ruth & McIntyre, Willie M.	2,000.00
89-CV-0201	Hartwell, Charles L.	Denied
89-CV-0204	Lang, George	1,975.00
89-CV-0208	McIntyre, Willie M.	Dismissed
89-CV-0212	Tisdale, Barbara	Denied
89-CV-0213	Thelmon, Dorothy	Denied
89-CV-0220	Davis, Glenn	3,518.20
89-CV-0221	Espinoza, Theresa	Denied
89-CV-0222	Falls, Donnie Bee	2,000.00
89-CV-0230	Morley, Judith M.	25,000.00
89-CV-0242	Bacon, Annie	2,976.87
89-CV-0243	Bandy, Virginia	3,000.00
89-CV-0249	Daily, Vicki S.	2,000.00
89-CV-0260	McCormick, Eddie	214.60
89-CV-0261	McElrath, Sarah R.	927.50
89-CV-0262	Minns, Malisby	1,847.32
89-CV-0265	Rawls, Alice M.	Denied
89-CV-0266	Rodriguez, Luis A.	2,858.90
89-CV-0279	Bustos, Herlinda	25,000.00
89-CV-0282	Day, Sharon K.	3,000.00
89-CV-0285	Hamrnonds, Vanessa M.	Dismissed
89-CV-0286	Harris, Ernestine Thomas	Denied
89-CV-0289	Ingles, James Steve	Denied
89-CV-0303	Betts, Arthur	707.95
89-CV-0305	Bulthuis, Charlene & Bulthuis, Dolores	25,000.00
89-CV-0308	Donnelly, Carl P.	16,188.30
89-CV-0311	Guthrie, Georgia	2,767.00

89-CV-0316	Khan, Adib	3,000.00
89-CV-0317	Kimme, Marcia	155.99
89-CV-0321	McDonald, Gary L.	3,185.00
89-CV-0325	Miller, Mable	Denied
89-CV-0326	Molina, Jennie	3,000.00
89-CV-0331	Smith, Ruth Ann	2,778.12
89-CV-0332	Steg, Robert E.	626.99
89-CV-0339	Williams, Mary H.	950.00
89-CV-0340	Winston, Mae Thelma	2,107.60
89-CV-0344	Beecham, Valerie	15,520.00
89-CV-0345	Bright, Michael	403.00
89-CV-0347	Cannon, Wonder	Denied
89-CV-0349	Davis, Irma	2,985.00
89-CV-0350	Fallon, Patricia M.	1,895.17
89-CV-0351	Gallagher, James	4,379.15
89-CV-0353	Pineda, Teodoro	805.75
89-CV-0354	Malave, Miguel	3,000.00
89-CV-0355	Pender, Odessa	3,000.00
89-CV-0356	Reed, Jessie	2,870.50
89-CV-0358	Baez, Dora	3,000.00
89-CV-0359	Berry, Carolyn	2,000.00
89-CV-0360	Dubiwka, Nancy	3,000.00
89-CV-0362	Edwards, Janet K.	778.19
89-CV-0371	Hutchinson, Claire L.	58.00
89-CV-0382	Rice, Lisa E.	46.52
89-CV-0389	Valdez, Rudolph	2,000.00
89-CV-0396	Ellison, Manuel	2,177.00
89-CV-0401	Jones, Rosie M.	2,507.50
89-CV-0405	Nazaire, Ermita	1,806.10
89-CV-0406	Ruehle, Werner S.	743.11
89-CV-0408	Turner, Cynthia	2,000.00
89-CV-0412	Fields, Estelle	3,000.00
89-CV-0418	McCarthy, Laura	2,000.00
89-CV-0425	Smith, Earlene	Denied
89-CV-0430	Asad, Bashir	1,470.00
89-CV-0433	Bialek, Donna	207.00
89-CV-0436	Campbell, I'Sha J.	2,493.25
89-CV-0440	Contreras, Maria Elena	3,000.00
89-CV-0441	Cuevas, Maria	1,500.00
89-CV-0445	Golliday, Dolores	Denied
89-CV-0455	Jordan, Carmen L.	25,000.00

89-CV-0456	Kelley, Charlie	Dismissed
89-CV-0457	Lopez, Ronald	1,801.00
89-CV-0458	McLaurin, Gladys	1,978.39
89-CV-0462	Mummey, Wayne F.	3,000.00
89-CV-0476	Whittington, Courtney	878.80
89-CV-0486	Josic, Paul	803.72
89-CV-0489	Pearlman, Howard	160.00
89-cv-0490	Roth, Judith A.	1,526.98
89-CV-0507	Thomas, Martha R.	709.90
89-CV-0512	Watson, Luella	3,000.00
89-CV-0515	Auremma, Anthony V.	420.40
89-CV-0517	Bulthuis, Dolores	Dismissed
89-CV-0519	Crawford, Ella Mae	2,873.70
89-CV-0521	Esters, Janice	3,000.00
89-CV-0527	Hudson, Willie	2,000.00
89-CV-0528	Lauraitis, Thomas A.	3,000.00
89-CV-0529	O'Donovan-Matousek, Susan	1,711.00
89-CV-0533	Randle, Rebecca Johnson	2,716.00
89-CV-0534	Reed, Gayle	Dismissed
89-CV-0551	Bledsoe, Carol D.	Denied
89-CV-0552	Cade, Jerry	Denied
89-CV-0563	Houston, Weldon G., Sr.	3,000.00
89-CV-0565	Jackson, Annette	Denied
89-CV-0570	McElroy, William L.	Denied
89-CV-0585	Robinson, Vickie L.	3,000.00
89-CV-0594	Williams, Lucille	475.00
89-CV-0599	Baskin, Demetris C.	2,549.00
89-CV-0601	Boyle, Michael L.	460.37
89-CV-0602	Brock, Jacqueline	3,000.00
89-CV-0605	Congelosi, Theresa	3,000.00
89-CV-0611	Flanagan, Thomas F.	87.23
89-CV-0617	Markovski, Grozda	16,180.00
89-CV-0632	Tracey, Linda R.	2,806.88
89-CV-0650	Orellana, Edy R.	2,270.08
89-CV-0652	Rosich, Joseph P.	3,000.00
89-CV-0659	Diaz, Eduardo V.	3,000.00
89-CV-0666	Judy, Patrick J.	575.24
89-CV-0673	Staples, Genell	Denied
89-CV-0686	McCullough, W.J.	2,169.70
89-CV-0692	Skrobowski, Anthony	1,800.11
89-CV-0702	Hayes, Katie	3,000.00

89-CV-0709	Ellis, Inez	25,000.00
89-CV-0711	Garcia, Alberto	3,000.00
89-CV-0716	Lewin, Margaret D.	2,100.00
89-CV-0717	Martini, Mara B.	757.39
89-CV-0722	Rush, Alan	2,000.00
89-CV-0730	Roberts, Richard J.	3,000.00
89-CV-0755	Johnson, Rhonda	3,000.00
89-CV-0757	Kamariotis, Spiros	795.00
89-CV-0768	White, Lillie M.	2,033.80
89-CV-0771	Jasper, Betty J.	933.85
89-CV-0801	Rodriguez, Jose A.	508.40
89-CV-0803	Salinas, Oscar	165.12
89-CV-0813	Davis, Lea B.	Denied
89-CV-0817	Greenfield, Lucille	3,000.00
89-CV-0827	Rodriguez, Jose A.	449.10
89-CV-0828	Rouster, Cleveland	2,943.05
89-CV-0848	Harderman, Lenora	3,000.00
89-CV-0862	Empson, James S.	3,000.00
89-CV-0866	Positano, Joseph	3,000.00
89-CV-0882	Grant, Mamie	2,400.00
89-CV-0884	Harris, Milton	2,785.40
89-CV-0902	Butler, Ethelbert	3,000.00
89-CV-0911	Reese, Ernestine	Denied
89-CV-0916	Watson, Naomi	1,396.00
89-CV-0941	Robinson, Sarah F.	3,000.00
89-CV-0959	Shipp, Willie F.	2,276.00
89-CV-0960	Spangenberg, Ivan N.	2,705.82
89-CV-0966	Cozart, Davida	3,000.00
89-CV-0971	Hyter, Cillia	2,673.43
89-CV-0986	Lietzau, Paul E.	3,000.00
89-CV-0987	Leavy, Loubirda	3,000.00
89-CV-1022	Francis, Deborah E.	3,000.00
89-CV-1023	Gilmore, Loretta	651.71
89-CV-1029	Jenkins, Frances	2,673.05
89-CV-1031	Jones, Fred D.	2,590.76
89-CV-1035	Morgan, Carrie	3,000.00
89-CV-1073	Taylor, Earnestine	1,795.00
89-CV-1076	Wade, Lovado	2,710.00

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offenses, as not being a 'crime of violence' within section 2(c) thereof." See also *In re Desir* (1980), 34 Ill. Ct. Cl. 391; *In re Stevens* (1976), 31 Ill. Ct. Cl. 710.

6. That the Court has also recognized that while a hit and run accident 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. *In re Viscarrondo* (1980), 34 Ill. Ct. Cl. 402.

7. 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 FOR RECONSIDERATION

POCH, J.

This matter comes on before the Court on Claimant's petition for reconsideration of the order of dismissal on December 1, 1986, and the Court being fully advised.

It is hereby ordered that the petition for reconsideration be and is hereby denied.

ORDER

MONTANA, C.J

The applicant, Marvin Wilcox, brought this claim seeking compensation pursuant to the provisions of the Crime Victims Compensation Act (Ill. Rev. Stat., ch. 70, par. 71 *et seq.*). The claim arises out of an incident on February 8, 1986, wherein the applicant was injured.

Based upon the investigatory report filed by the Office of the Attorney General, the Court found that the incident giving rise to the claim was not one of the

crimes set forth under the Act for which compensation may be granted and the claim was denied. The applicant then requested a hearing. A hearing was held September 29, 1987.

The Claimant was not present but was represented by counsel. Counsel made a statement for the record that the Claimant had decided not to pursue the appeal of the denial of benefits and counsel conceded that pursuit of the appeal would be futile. Based on counsel's statement which is contained in the transcript and need not be repeated here and based on additional evidence and argument offered by counsel for the Office of the Attorney General, it is hereby ordered that our decision of December 1, 1986, is hereby affirmed and this claim is denied.

**CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL**

FY 1989

76-CV-1431	Barber, Alex	\$ 2,540.63
81-CV-0543	McDonald, Jennifer Martin	7,140.63
82-CV-0299	McNutt, Quinn	Reconsidered Dismissal
82-CV-0472	Wood, Teddy E.	2,847.10
82-CV-0736	Ford, Louisiana	Reconsidered Dismissal
82-CV-0814	Fielder, Eva	3,620.00
83-CV-0135	Evans, Jenner L.	Dismissed
83-CV-0186	Knapczyk, Jack A.	Reconsidered Denial
83-CV-0260	Crawley, George A.	40.00
83-CV-1055	Swantek, Angela	1,173.92
83-cv-1064	Johnson, Lorraine H.	Denied
84-cv-0096	Tolbert, J.D.	Reconsidered Dismissal
84-cv-0121	Robinson, Linda L.	4,718.10
84-CV-0145	Ecker, Dale W.	Dismissed
84-CV-0194	Vance, Timothy Lee	2,903.85
84-cv-0241	Powell, Marvin	Dismissed
84-CV-0463	Boyd, Mary	2,000.00
84-CV-0530	Plewa, Tadeusz	Dismissed
84-CV-0861	Perez, Roberto	Dismissed
84-CV-0869	Donegan, David E.	3,529.50
84-CV-1019	Szarek, Roman	6,562.74
84-cv-1034	Mounts, David	4,389.30
84-CV-1175	Flowers, Robert E.	1,827.77
84-cv-1222	Hudson, Willie J.	Dismissed
84-CV-1223	Ieong, Henry K.	218.75
84-CV-1232	Edwards, Walter	Dismissed
84-CV-1246	Perez, Ricardo	Dismissed
84-CV-1247	Perez, Ricardo	Dismissed
84-cv-1248	Perez, Ricardo	Dismissed
84-cv-1269	Pittenturf, Michael	Dismissed
84-cv-1282	Day, Charles E.	Dismissed
85-CV-0034	Turner, Robert	Dismissed
85-CV-0152	Fahy, Edward P.	Dismissed
85-cv-0288	Scott, Franklin	15,000.00
85-CV-0316	Clay, Sally	15,000.00
85-cv-0410	Mitchell, David C.	700.00

85-CV-0713	Glennon, Victoria E.	1,421.62
85-CV-0791	Parker, Thomas	4,685.30
85-CV-0883	Estrada, Esli	147.00
85-CV-0893	Doyle, Tom	1,540.88
85-CV-0950	Davilla, Marcello	36.00
85-CV-1005	Johnson, Elaine	15,000.00
85-CV-1056	Bufkin, Maurice	15,000.00
85-CV-1078	Chester, James E.	7,633.48
85-CV-1109	Bower, Charles	5,000.00
85-CV-1132	Villegas, Paleman	1,700.00
85-CV-1138	Cichocki, Stella	607.00
85-CV-1240	Njai, Baboucar N.	7,817.13
85-CV-1263	Eisel, John J.	4,496.51
85-CV-1273	Samawi, Fayrouz	2,000.00
85-CV-1290	Rothlueber, Mildred	508.00
86-CV-0157	Nolan, Irene	Denied
86-CV-0192	Haynes, Lawrence	8,409.49
86-CV-0231	Toledo, Jesus R.	15,000.00
86-CV-0250	Meza, Francisco Martinez	8,731.52
86-CV-0260	Duncavage, Joseph A.	2,000.00
86-CV-0279	Lisle, Joseph David	Denied
86-CV-0306	Fogarty, Mark P.	Reconsidered Dismissal
86-CV-0314	Delaine, Daniel	Denied
86-CV-0353	Shadwick, Larry L.	15,000.00
86-CV-0376	Burt, Robert H.	Reconsidered Denial
86-CV-0534	Feland, Casey E.	Dismissed
86-CV-0540	Garcia, Apolinar N.	652.93
86-CV-0550	Bytner, Jean M.	2,432.60
86-CV-0764	Myers, Fred L.	15,000.00
86-CV-0777	Jackson, Canada	705.25
86-CV-0841	Cobb, Stephanie	15,000.00
86-CV-0874	Lee, Chang-Shik	Dismissed
86-CV-0884	Higgenbottom, Ozella	1,855.56
86-CV-0885	Justo, Philip J.	15,000.00
86-CV-0937	Jackson, Leonaard T.	Denied
86-CV-1036	Scott, Tommie L.	4,210.00
86-CV-1054	Owens, Marvin	Denied
86-CV-1077	McLeod, Thomas	Denied
86-CV-1082	Green, Roger W.	25,000.00
86-CV-1092	Dalton, Tommie	3,071.36
86-CV-1110	Baker, Charlie	15,000.00

86-CV-1146	Willis, Virgil B.	1,058.07
86-CV-1163	Roberts, Walter	221.45
86-CV-1224	Mathers, Eddie	Reconsidered Denial
86-CV-1239	Moore, Rosie	4,365.90
86-CV-1262	Feyrer, Erwin Robert	12,968.97
86-CV-1275	Easley, Robert	2,286.87
86-CV-1284	Neideffer, Bert E., Jr.	7,119.03
86-CV-1286	Strow, Darlene J.	580.93
86-CV-1335	Burkette, Laurence	Reconsidered Denial
86-Cy-1340	Doonan, Scott A.	435.97
86-CV-1352	Clemens, Steve	Denied
86-CV-1353	Anderson, Steven P.	Denied
86-CV-4376	Gratton, David Alvin & Cratton, Judy Ann	2,250.00
87-CV-0004	Thomas, Maynell & Conard, Carrie	15,000.00
87-CV-0054	Campbell, Rosie	1,480.33
87-CV-0064	Bucciarelli, Lois A.	15,000.00
87-CV-0066	Dinoffri, Natalie J.	613.62
87-CV-0106	Rayos, John A.	Dismissed
87-CV-0169	Didion, Patricia, & Alfaro, Ronald	2,000.00
87-CV-0170	Hedgepath, Carolyn J.	Denied
87-CV-0214	Driskell, Gail Grier	Reconsidered Denial
87-CV-0238	Holmes, Rosa L.	2,000.00
87-CV-0251	Dowell, Madelyn L.	1,384.00
87-CV-0254	Mena, Lydia	2,000.00
87-CV-0261	Boykin, Steve	15,000.00
87-CV-0277	Gibson, Marilyn M.	2,000.00
87-CV-0309	Smith, Kelvin O.	Dismissed
87-CV-0326	Williams, Sandra	400.32
87-CV-0336	Phillips, Debra Dee	892.86
87-CV-0347	Vargas, Ramiro	2,000.00
87-CY-0385	Clark, Lucy	506.56
87-CV-0403	Collins, Irene L.	2,000.00
87-CV-0407	Levitansky, Helen	2,046.51
87-CV-0434	Kearney, Hilda P.	Dismissed
87-CV-0438	Ede, Linda Lee	1,637.50
87-CV-0467	Sigalos, John N.	2,442.16
87-CV-0474	Vargas, Abigail	25,000.00
87-CV-0515	Egdorf, Michael E.	Denied
87-CV-0516	Eichelberger, James I.	Denied
87-CV-0523	Prince, Charles E.	Denied
87-CV-0544	Kendricks, Margie	Denied

87-CV-0545	Mosley, John M.	6,276.02
87-CV-0560	Garcia, Carol Ann	7,881.71
87-CV-0595	Bowler, Gay	4,163.65
87-CV-0598	Goldstein, Nathan	15,000.00
87-CV-0606	Shields, Tifford	1,469.01
87-CV-0609	Cohen, Susan Janet	2,846.50
87-CV-0635	Mead, Barbara H.	4,307.71
87-CV-0645	Saffold, Rozena	2,000.00
87-CV-0647	Spain, Dorothy Price	2,000.00
87-CV-0682	Ross, Lucille	2,000.00
87-CV-0690	Waddell, Velma	1,610.00
87-CV-0711	Rollins, Howard	Denied
87-CV-0719	Burghgraef, Marie	928.40
87-CV-0729	Schroeder, Denise	1,271.25
87-CV-0746	Wise, Helen M.	1,559.49
87-CV-0762	Stoecklein, Peter H.	5,209.09
87-CV-0777	Jackson, Russell	409.02
87-CV-0800	Martinez, Judy A.	705.00
87-CV-0815	Gibbs, Wanda A.	2,000.00
87-CV-0822	Wolfe, Russell R.	25,000.00
87-CV-0835	Marche, Marc J.	1,424.75
87-CV-0853	Wade, Mattie	9,303.52
87-CV-0874	Stigman, Anne W.	340.80
87-CV-0893	Bass, Carmelita Kim	307.14
87-CV-0895	Higgins, Luke	25,000.00
87-CV-0912	Richmond, Bertha	2,000.00
87-CV-0915	Buck, Rosie L.	Denied
87-CV-0926	Grigsby, Joseph L.	2,377.85
87-CV-0929	Hawkins, Mary	2,000.00
87-CV-0932	Long, Pauline	2,000.00
87-CV-0948	Orelove, Belle	1,002.39
87-CV-0957	Bohanon, Curtis L.	2,330.20
87-CV-0969	Perry, Jessie	2,000.00
87-CV-0971	Anderson, Maggie	Denied
87-CV-0992	Basarab, Dmytro	838.48
87-CV-0994	Miklaszewicz, Jan	518.40
87-CV-1000	Becker, Maria S.	1,165.80
87-CV-1007	Nelson, William D.	951.60
87-CV-1030	Evans, Janie L.	2,000.00
87-CV-1032	Hastings, Sharon	956.82
87-CV-1035	Mosley, Regina	25,000.00