REPORTS

OF

Cases Argued and Determined

IN THE

COURT of CLAIMS

OF THE

STATE OF ILLINOIS

VOLUME 40

Containing cases in which opinions were filed and
orders of dismissal entered, without opinion
for: Fiscal Year 1988 — July 1, 1987-June 30, 1988

SPRINGFIELD, ILLINOIS
1989

(Printed by authority of the State of Illinois)
(73047 — 300 — 8/89)

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 1988

(July 1, 1987 through June 30, 1988)

(No. 78-CC-1271—Claim dismissed.)

CAROL K. TUNK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to dismiss filed July 22,1987.

Order on motion to dismiss filed February 8,1988.

JOHN J. LOWREY, for Claimant.

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

STATUTE OF LIMITATIONS—***failure to file claim did not amount to failure to exhaust remedies—State's motion to dismiss denied.*** In an action alleging that the Claimant was injured in an automobile accident while a passenger where an action against the driver was barred by the statute of limitations, the State's contention that the Claimant's failure to file a timely claim against the driver constituted a failure to "exhaust all other remedies and sources of recovery" as required by the Court of Claims Act was without merit and the State's motion to dismiss was denied, since a remedy is a favorable result, not the means of seeking a result or an unsupported theory of action, and in the absence of any evidence indicating a possible action against the driver, the

Clairnant had not failed to exhaust remedies, but the action was subsequently disniissed on the Claimant's own motion.

ORDER ON MOTION TO DISMISS

SOMMER, J.

This cause comes to be heard on the Respondent's motion to dismiss, and this Court being fully advised in the premises, finds that Robert Airdo was driving the Complainant's automobile when an accident occurred injuring the Complainant and damaging the automobile; that the Claimant has not made a claim against Robert Airdo and now cannot do so, as the claim is barred by the statute of limitations. Additionally, this Court finds that there are no facts before this Court at this time to indicate negligence on the part of Robert Airdo.

The Respondent argues that the Claimant by not claiming against Robert Airdo failed to "exhaust all other remedies and sources of recovery" as per section 25 of the Court of Claims Act (Ill. Rev. Stat. 1987, ch. 37, par. 439.24—5).

A remedy is a favorable result, not the process or means of seeking a result, or an unsupported theory of action. Since there are no facts before this Court at this time to indicate that a favorable result would be possible in an action against Robert Airdo, failure to make a claim against Robert Airdo under the facts presently known does not amount to a failure to exhaust remedies. Therefore it is ordered that the Respondent's motion to dismiss is denied.

ORDER ON MOTION TO DISMISS

SOMMER, J.

This cause coming here to be heard on the motion of the Claimant to dismiss, due notice being given, no

objection being filed by Respondent and the Court being fully advised.

It is hereby ordered the motion of the Claimant to dismiss the claim is hereby granted and the claim is dismissed with prejudice.

(No. 80-CC-0296—Claim denied.)

I.T. WEST, Executor of the Estate of Betty J. West, deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 31,1987.

SWAIN, HARTSHORN & SCOTT (TIM SWAIN, of counsel), for Claimant.

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

HIGHWAYS—driver's duty at open intersection. At an open intersection, a driver has a statutory duty to yield to vehicles approaching from the right.

SAME—burden on Claimant alleging State's breach of duty to keep highways safe. A Claimant alleging that the State has breached its duty to keep the highways reasonably safe must demonstrate by a preponderance of the evidence that there was a breach, and that there was a causal connection between the breach and the accident.

SAME—***State is not insurer of highway safety.*** Even though the State of Illinois is responsible for keeping the highways of the State reasonably safe, the State is not an insurer of highway safety.

SAME—***fatal collision at intersection—no breach of duty to keep highways safe—claim denied.*** In a claim arising from a fatal collision at a highway intersection which occurred when the decedent pulled in front of an oncoming tractor trailer, the evidence produced at trial failed to establish either breach of the State's duty to keep the highways reasonably safe or that a breach of that duty proximately caused the collision, since the scene was unobstructed and the decedent clearly breached her duty of care by failing to yield to the tractor trailer which was approaching from the right, and there was extensive evidence concerning the effective measures undertaken by the State to reduce the number of accidents at the intersection.

RAUCCI, J.

I.T. West is the duly appointed executor of the estate of Betty J. West, deceased. Betty J. West died on September 28, 1977, at the age of 44 as a result of a collision at or about the hour of 10:00 a.m., at the intersection of Illinois Routes 121 and 98 in Tazewell County, Illinois. At the intersection, Route 121 runs north/south and Route 98 runs east/west. On the date of the collision, Route 121 consisted of two driving lanes and a separated left turn lane to the north, and two driving lanes and a separated left turn lane to the south. On the date of the collision, the speed limit for northbound and southbound traffic on Route 121 was 55 miles per hour. On the date of the collision, northbound and southbound through traffic on Route 121 was not required to stop at the intersection. Northbound and southbound traffic on Route 121 wishing to make a left turn was required to stop at a stop sign at the intersection. On the date of the collision, eastbound and westbound through traffic on Route 98 was required to stop at a stop sign before entering the intersection and at a second stop sign located in the median of the intersection. On the date of the collision, Betty J. West was driving a pickup truck eastbound on Route 98 toward its intersection with Route 121. The pickup truck was in good mechanical condition and was familiar to Betty J. West. So far as anyone knows, Betty J. West had never before attempted to cross Route 121 while traveling on Route 98. (It should be noted that nothing in the record indicates whether or not Betty J. West was, in fact, familiar with the intersection.) On the date of the collision Betty J. West stopped the pickup truck at the first stop sign on the west side of the intersection. She did not, however, stop at the second stop sign located in the median of the intersection. On the date of the

collision, Fred Swearinger was driving a tractor-trailer combination in the right-hand lane for northbound traffic on Route 121, approaching its intersection with Route 98. Mr. Swearinger was traveling between 30 and 36 miles per hour. A collision occurred between the two vehicles in Mr. Swearinger's lane of traffic. The pickup truck struck the tractor-trader combination in the left front wheel of the tractor.

The intersection was opened to traffic in 1962, at which time there were two driving lanes to the north on Route 121 and two driving lanes and an integrated left turn lane to the south on Route 121. The speed limit on Route 121 was 65 miles per hour. Eastbound and westbound traffic on Route 98 was required to stop at a stop sign before entering the intersection. There were yield signs located in the median of the intersection for eastbound and westbound traffic on Route 98. In 1963 the yield signs in the median of the intersection were replaced with stop signs for about six months and were then changed back to yield signs. Also in 1963, larger stop signs were used to regulate Route 98 traffic entering the intersection. In 1966, a separated left turn lane was added for northbound traffic on Route 121, and the integrated left turn lane for southbound traffic was changed to a separated left turn lane. In 1967, the yield signs in the median of the intersection were changed to stop signs for both eastbound and westbound traffic on Route 98. Also in 1967 post-mounted flashing lights were placed on the east and west sides of the intersection, the posts being on either side of Route 121 on the center median island of Route 98. They were not located in the median space that one must travel through to cross Route 121. Red flashers faced east and west. Yellow flashers faced north and south. In 1973 the speed limit on Route 121 was reduced from 65 to 55, prior to any nationwide reduction. On September 28, 1977, Betty J.

West was killed at the intersection of Routes 121 and 98, being the fifteenth fatality since 1964.

It is the opinion of the Court that Betty West had a duty to yield to the Swearinger vehicle and her failure to do so precludes liability on the part of the Respondent. Betty West was under a statutory duty to yield to the Swearinger tractor-trailer which was approaching from her right. Evidence adduced at trial indicates that Betty West was traveling east at the time of the collision and Swearinger was traveling north. Therefore, the Swearinger vehicle was approaching from Betty West's right. The evidence was clear and uncontradicted that the line of sight from Betty West to Swearinger's vehicle was unobstructed. Swearinger's vehicle was between 10 and 12 feet high and over 50 feet long. It was only yards away when Betty West accelerated into the northbound lanes of Route 121. Assuming that Betty West did not see the stop sign, she must have assumed the intersection to be an open one. At an open intersection a driver has a statutory duty to yield to vehicles approaching from the right. (Ill. Rev. Stat. 1981, ch. 95½, par. 11—901(a); *Duewel* v. *Lahman* (1981), 103 Ill. App. 3d 220,224; *Carr* v. *Shirland Township* (1978), 66 Ill. App. 3d 1033,1036.) Betty West breached her duty of care by entering the intersection without yielding to the Swearinger vehicle which was approaching from her right. Also, the fact that Betty West was traveling on a two-lane road preparing to intersect a divided four-lane expressway, she was on notice that "she was approaching an intersection with a preferential highway even though she saw no stop sign." (*King* v. *State* (1975), 30 Ill. Ct. Cl. 457, 463.) In addition, had Betty West been in the exercise of proper care for her safety, she would have seen the approaching semi-trailer rig. From the intersection itself she should have been able to see the

Swearinger vehicle with no sight obstructions. She did, however, pull into the intersection in front of the oncoming tractor-trailer. It is therefore apparent that she either failed to look for approaching traffic or that she saw the vehicle and assumed that she had the right-of-way. It is more plausible to assume that she failed to see the approaching truck than to infer that she deliberately pulled onto its path. Given the evidence indicating a clear line of sight, the only explanation for a failure to see the truck is that Betty West failed to look for it. In such a case, she would be entirely responsible for the consequences of her actions. ***Nunley v. Village of Cahokia*** (1983), 115 Ill. App. 3d 208, **214.**

Aside from the claim of damages to Betty West, claim is made by her family for loss of consortium and economic damages. Betty West's negligence precludes these damages.

In order for the Claimant to prevail in this cause, a preponderance of the evidence must demonstrate a duty on the part of the State of Illinois, a breach of duty by the State of Illinois, and a causal connection between the breach of duty and accident. ***(Richardson v. State*** (1983), 35 Ill. Ct. Cl. 669, 670; ***Mackowiak v. State*** (1982), 35 Ill. Ct. Cl. 315, 317.) The evidence produced at trial fails to prove either a breach of the State's duty or that a breach proximately caused the West accident.

The responsibility of the State to keep the highways reasonably safe does not render the State of Illinois an insurer of highway safety. ***Allen v. State*** (1984), 36 Ill. Ct. Cl. 442, 443-44; ***Jackson v. State*** (1981), ***34*** Ill. Ct. Cl. 63; and ***Bloom v. State*** (1957), ***22*** Ill. Ct. Cl. 582.

Furthermore, the evidence produced at trial indicates that the Respondent met its general burden to keep the highways safe for the motoring public. First,

the Department of Transportation undertook numerous measures to reduce the number of accidents at the intersection of Routes **121** and **98.** Further, the measures the Department took were effective as the accident rate at the intersection declined steadily. Also, the Department was willing to, and in fact attempted to, undertake a dramatic change in the design of the junction at Routes **98** and **121** by installing an interchange. The Department was not allowed to do so and, therefore, it cannot be held responsible. According to the testimony and exhibits, there was a court order in July of **1976** which stopped all construction, all design, financed Federally, as well as all right-of-way acquisition for the project on Route **121** converting it to a freeway from Interstate **74** all the way down to Interstate 55 which would have included Routes 121 and 98.

It is therefore ordered, adjudged and decreed that this claim is denied, with prejudice.

(No. **80-CC-2081—Claim dismissed.)**

Dianna Dyer, Claimant, *v.* **The State of Illinois,** Respondent.

Opinion filed May 14,1982.

Opinion filed July 14,1983.

Order on ***motion to dismiss filed*** **May** ***12,1988.***

Nancy J. Anderson and Davis, Miner, Barnhill & Galland, for Claimant.

Neil F. Hartigan and Tyrone C. Fahner, Attorneys General (William R. Wallin and William **P.** King, Jr., Assistant Attorneys General, of counsel), for Respondent.

ADMINISTRATIVE LAW—*administrative* ***agencies are creatures*** of ***statute.*** Since administrative agencies are creatures of statute, they may allow rehearings or modify or alter decisions they have made only where there is a statute authorizing such actions.

STATE EMPLOYEES' BACK SALARY ***CLAIMS—salary grievances—no statutory basis for Director of Personnel*** *to* ***bypass statutory procedures.*** No statutory basis existed for the Director of Personnel to bypass the statutory procedures for dealing with salary grievances by filing an affidavit resolving the grievance, especially where that procedure appeared to be an attempt to do indirectly that which could not be done directly.

SAME—*purpose* ***of Personnel Code.*** Employment grievances of certain State employees are governed by the Personnel Code, and among other things, the Code sets forth areas of jurisdiction and grants certain powers and duties with respect to rulemaking.

SAME—Director of *Central* ***Management Services*** *to* ***promulgate plan for resolving employee grievances.*** Pursuant to the provisions of the Personnel Code, the Director of Central Management Services is to establish by rule a plan for resolving employee grievances, but the plan may not feature compulsory arbitration.

SAME—"*compulsory*" ***arbitration defined.*** "Compulsory" when used in connection with arbitration is a term of art which carries a more restricted meaning than the common and ordinary interpretation of the term "compulsory," and in the context of labor law, "compulsory" arbitration refers to a situation in which a party is compelled to submit a dispute to arbitration, as opposed to voluntarily agreeing to arbitrate.

LABOR LAW—*binding* ***arbitration distinguished from advisory arbitration.*** Binding arbitration means that the parties are bound by the arbitrator's decision, while advisory arbitration means that neither party is bound by the arbitrator's decision.

SAME—grievance procedure provided in collective bargaining agreements does not constitute compulsory arbitration. Where a grievance procedure is adopted by a collective bargaining agreement, the procedure is not compulsory arbitration in the labor law sense of the term, since the procedure would naturally have been the result of the collective bargaining process and the parties would have voluntarily consented to the procedure even though it may be final and binding.

SAME—resolution of grievances through arbitration procedures under State employees' collective bargaining agreements can be valid. Provisions of State employees' collective bargaining agreements establishing arbitration and pre-arbitration procedures for grievances are not necessarily in conflict with the provisions of the Personnel Code prohibiting compulsory arbitration, where such procedures can be valid and the Director of Central Management Services can enter into such grievance resolution systems through a collective bargaining agreement pursuant to his duty to conduct negotiations affecting working conditions of State employees.

STATE EMPLOYEES' BACK SALARY CLAIMS—*scope* ***of review*** *of* ***arbitrator's decisions.*** The Court of Claims will not review an arbitrator's decision of a

salary grievance in the sense of an appeal, since the remedies available in the judicial system should dispose of such claims, but the Court of Claims will hear claims founded on collective bargaining agreements in the same manner as lapsed appropriation claims where the issues are whether the claim was a properly authorized expenditure and whether sufficient funds lapsed.

PRACTICE AND PROCEDURE—*annual status report* required. Pursuant to Rule 7 of the Rules of the Court of Claims, an annual status report must be filed with the Court, and the failure to file that report may be grounds for dismissal.

SAME—case *may* not *be* held open indefinitely. Although the Court of Claims has the responsibility for the management of its own caseload and may keep a case on general continuance for as long as it is necessary, a case cannot be held open indefinitely without any indication from the Claimant of the need to do *so.*

SAME—*back* salary claim dismissed *for* want of prosecution. A back salary claim by a State employee was dismissed with leave to refile within one year where the Claimant failed to timely file an annual status report as required by Rule 7 of the Rules of the Court of Claims, and there was no indication as to any need to continue holding the case open on a general continuance.

OPINION

HOLDERMAN; J.

This matter comes before the Court upon Claimant's motion for reconsideration of an order of dismissal dated September 30,1981, and Respondent's response to Claimant's motion, dated December 31, 1981.

This case is similar to **a** great many cases involving the same question. In the present case, the complaint was filed on May **23,** 1980, in which Claimant alleged that she was entitled to the sum of $145.00 **for** services rendered while working with the Department of Public Aid.

On October 30,1980, Respondent filed its motion to dismiss setting forth that the dismissal motion was brought pursuant to Ill. Rev. Stat. 1979, ch. 110, par. 48i. Said motion also sets forth that Claimant's claim arises

5. That the claim of the employee was processed pursuant to this contractual grievance procedure and was determined to be due under the terms of the contract.

6. I have reviewed the grievance and its resolution and have determined that the resolution is one I would have reached and therefore, exercising my discretion as authorized by the Personnel Code, **I** concur with the result and adopt the resolution of this grievance as my own."

The question before this Court in this case and many similar cases is whether the procedure adopted is one within the power of the Director of Personnel or whether it is illegal.

It is the Court's opinion that the Director of Personnel's position was created by statute and his powers and duties are therefore limited to the statute creating said office.

Grievance procedures under the rules and under the union contract are set forth as follows:

A reference to the rules of the Department of Personnel and the agreements with AFSCME reveals the following summary of provisions relating to the grievance procedure to be followed under the rules and under the contract.

1967 Rules. Grievance is to be filed, ***within five days*** after the employee learns of it, with his immediate supervisor who must act within five days. If he does not, then the employee goes to the "next-higher supervisor." Then if not resolved in five days, he goes to the agency head ***within 10 days*** after submitting to "his next-higher supervisor." After that, if not resolved ***within*** 20 ***days*** he submits it to the Director of Personnel "for review and final determination."

The Director ***shall*** appoint 15 employees to comprise a grievance committee panel to make "recommendations to the Director for resolution * * *" The Director "shall" approve, disapprove or modify the

from the provisions of AFSCME Collective Bargaining Agreement RC-14-OCB entered into by the union and the Department of Corrections and various other departments of the State of Illinois, and that Claimant filed a grievance pursuant to the procedure set forth in the bargaining agreement which was settled at step 4 of that procedure.

Respondent's motion further sets forth that step 4 of the grievance procedure within the collective bargaining agreement provides for compulsory arbitration which effectively divests the Director of Personnel of the ultimate authority to adjudicate employee grievances, and that section 8c of the Personnel Code (Ill. Rev. Stat. 1979, ch. 127, par. 63b108c) proscribes the Director of Personnel from entering into agreements calling for compulsory arbitration.

Pursuant to Respondent filing its motion to dismiss, the Court dismissed this cause on September 30,1981.

Claimant filed a motion for reconsideration and, on August 20, 1981, Respondent received an affidavit in which Director Louis J. Giordano, Department of Personnel, stated that upon reviewing the facts in this case, he adopts the resolution of this grievance as his own decision. This affidavit states as follows:

"I, Louis J. Giordano, being first duly sworn on oath depose and say as follows:

1. That I am the Director of the Department of Personnel.

2. That in my capacity, I am familiar with the Personnel Code, Rules of the Department of Personnel, Pay Plan and collective bargaining agreements.

3. That pursuant to the powers granted the Director, certain collective bargaining agreements have been entered into on behalf of the State of Illinois, specifically RC-14, which is the subject of the current claim.

4. The contract provides at Article V, Section 2 for the creation and operation of a formalized grievance procedure to resolve contract disputes between the employer and the employee.

the 1978 rules, again providing that failure to follow the procedure within the time limits shall mean withdrawal of the grievance or acceptance of the last answer given if he so indicates.

The agreements with the AFL-CIO for July 1,1977, to June **30,** 1979, provide four steps to follow: raise the grievance within 10 days to the immediate supervisor who has five days to resolve the matter; then presents it to the facility head within five days after step 1 response is given or is due. The facility head has 10 days to ***discuss*** the grievance with the employee and the union representative. Then within five days after the discussion the facility head shall answer the grievance. Next it goes to the agency head within 10 days after step **2** is answered or after an answer is due. The agency head is to have a ***meeting*** with the union representative and the employee. The meeting is to be held in 10 days and he shall answer the grievance within 10 days thereafter. If not settled by prior procedure, it goes to step 4 which provides for a ***meeting*** with the employer and the union, and ***at that time either party can decide to go to arbitration.*** The Director, upon notice, selects three persons as a grievance panel, none of whom is a State employee. The panel reduces its decision to writing and submits it to the Director who "shall approve it, and the Director's decision shall be final." Step 4 calls for compulsory arbitration at 4(c) if either party desires at 4(a). The union agreement of July 1, 1979, to June **30,** 1981, calls for quite similar procedures with compulsory arbitration at step 4.

The contract provides that failure to appeal and proceed within the time limits is a withdrawal of the grievance by the employee.

While the procedures are similar at the outset, it is

recommendations and render a decision which shall be final.

An employee's failure to act within the time limits shall be construed an abandonment of his right to proceed further unless the time limits are extended by mutual agreement.

1977 Rules. Step 1 has the same time limit—five days. Step 2 provides for going to the "next-higher supervisor" ***within five days*** after notification of the supervisor's decision. The next step (called level 3) is to go to the Director within five days after receiving the decision at level 2.

The rules provide that the Director may review the matter on its face or cause a hearing. After review, the Director releases his decision which is final. (Note: No reference is made to a grievance panel as set forth in the 1967 rules.)

The 1977 rules provide that failure to meet the time limits shall resolve the matter in favor of the other unless it is mutually agreed to extend the time limits.

1978 Rules. They are similar to the 1967 rules but provide the Director shall appoint 25 employees to comprise the grievance panel for recommendation. They also provide that failure to meet the time limits shall mean the employee has withdrawn his grievance or has accepted the last decision made on the grievance if he-so indicates.

A new step was inserted to provide for going from the "next-higher supervisor" at step 2. He next shall go (step 3) to the head of the operating agency and then to the Director who appoints a 25-member grievance panel for recommendation.

1980 Rules. They have much the same procedure as

noted that the time limits are changed. Further, there is no provision in the contract for a 25-member panel to recommend a decision to the Director. Ultimately however, the contract procedure results in compulsory arbitration if either the employee or the employer requests it. The employee knows under the contract procedure that ultimately his grievance will result in arbitration if he so desires. This may affect .his decision to accept or reject a decision made at a lower level. Thus, the procedure is substantially different under the rules as compared with the procedure under the contract.

The **1980** rules contain a clause referring to collective bargaining agreements which apparently is contained in the rules for the first time:

"3-20 Procedure: Grievances shall be submitted in accordance with the following procedure unless the Director permits an agency to vary the number or content of the steps therein prescribed upon the written request of the operating head of an agency and for good cause shown therein, ***except that a grievance arising out of interpretation and/or application of a provision contained within a collective bargaining agreement shall be heard pursuant to the procedure established therein for the respective bargaining unit."***

The Court's attention has been called to the case **of** ***People ex rel. Olin Corporation v. Department of Labor*** **(1981), 95** Ill. App. 3d **1108,** and which the supreme court at a later date refused to review. In this case, the Director of the Department of Labor attempted to withdraw his **own** order entered three months earlier and directed that a hearing be held on the issues not appealed by the parties which were not "ministerial or administrative" in nature but were "judicial or quasi-

judicial" for which a writ of prohibition could issue. The court, in passing upon this case, called attention to the fact that a 35-day limit, within which a complaint in an action seeking review of a final administrative decision must be filed, is a jurisdictional requirement. The court further stated that since administrative agencies are creatures of statute, they may allow rehearings or modify or alter their decision only where authorized to do so by statute.

In none of the briefs or pleadings before the Court in the present case are any statutory provisions cited allowing the Director of Personnel to follow the procedure outlined by filing affidavits and thus passing upon the merits of a particular cause where the statute has not been followed. It therefore appears that an attempt is being made to do indirectly that which cannot be done directly.

The time element set forth in the statute for appeals has **been** totally ignored and, **in this** particular case, there was an attempt by the Director of Personnel to take charge of the case after it had been filed in the Court of Claims. The affidavit of the Director of Personnel was entered on August 20, 1981, while the case was still pending before the Court of Claims. If this procedure is allowed, then the Court will have to determine whether the Director of Personnel, by affidavit, can render a decision for a case already pending before this Court.

In arriving at our decision in these cases, we are compelled to give recognition to the statutory provision on the jurisdictional limitation of the Department of Personnel as set forth in the Personnel Code.

"§8c. **jurisdiction. Conditions of Employment.**
For positions in the State service subject to the jurisdiction of the Department of Personnel with respect to conditions of employment:
(1) **For establishment of a plan for resolving employees' complaints,** ***excluding compulsory arbitration."***

In light of this command of our legislature, there is no way to circumvent the exclusion of compulsory arbitration, either by department rules, agreement with the union, or affidavits of the Director of Personnel. The statutory language is plain and any attempt to ignore it must be viewed as illegal and of no avail. Any change must come from the legislature as this Court has no authority to do so itself.

It is the Court's opinion that the action by the Director of Personnel was made without any authority being granted to him to make such a decision at the time it was made and therefore the procedure by affidavit at this particular time is illegal.

For the reasons above cited, this cause is dismissed.

OPINION

ROE, C.J.

This is a claim by a State employee for back wages due as a result of a reduction of a suspension from her job from seven days to three days. The underlying facts surrounding the suspension and reduction are not in the record and are not relevant to the issues herein. The issues in this claim and in the many similar claims which are now pending before the Court relate to the legal validity of the procedure by which the Claimant secured the reduction of her suspension and therefore allegedly became entitled to back pay. This claim has evolved into a "test case" and it is our intention not only to decide the narrow issues herein but to provide guidelines concerning the scope of our review in such cases that are now pending and such cases as may arise in the future.

This claim is before the Court for the third time. On September 30, 1981, an order granting Respondent's motion to dismiss was filed. The motion to dismiss

stated that Claimant's claim arose out of settlement of a grievance pursuant to a procedure set forth in a provision of a collective bargaining agreement. Specifically, it was settled at "Step 4(a)" of the grievance procedure contained in collective bargaining agreement **RC-14-OCB.** Those contract provisions are similar, **if** not identical, to the grievance procedure provisions of several collective bargaining agreements between the State and its collective bargaining units in effect at the time this claim arose and which are currently in effect. Step 4(a) provides in pertinent part that:

"* * * the Employer (the State) and Union (on behalf of the member of the collective bargaining unit) shall meet to discuss the grievance(s) which has been appealed to Step 4 at a time and place of mutual convenience. Within three (3)working days of such meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 4(b)."

The procedures for step 4(a) were subsequently negotiated and reduced to a memorandum of understanding. The step 4(b) provision **of** the agreement set forth how an arbitrator would then be chosen. Step 4(c) of the grievance procedure consisted of the actual arbitration, the procedures of which are in pertinent part as follows:

"Both parties agree to attempt to arrive at a joint stipulation of the facts and issues * * * to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Either party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provision of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s)

during the term of **this Agreement or to use the expedited arbitration procedures** of **the American Arbitration Association.**

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved * * *."
(Emphasis added.)

It was the Respondent's position that this grievance procedure constituted compulsory arbitration which effectively divested the Director of the (then) Department of Personnel of the ultimate authority to adjudicate employee grievances and which was proscribed by section 8c(1) of the Personnel Code. (Ill. Rev. Stat., ch. 127, par. 63b108c.) Respondent argued that because it was in violation of the procedural requirements of the Personnel Code, it **was** void and unenforceable. **By** pursuing this invalid remedy, the Claimant was said to have failed to exhaust valid administrative remedies as provided by statute and regulation, and is therefore in violation of section 25 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.24—5) and Rule 6 of the Rules of the Court of Claims, which is grounds for dismissal.

As is not uncommon in the majority of claims by State employees for back wages in this Court, the Claimant filed no objection or reply to the Respondent's motion to dismiss, the latter pleading being most common to claims for back wages in this Court.

In granting the Respondent's motion to dismiss, we found, ***inter alia,*** that step 4(a) of the collective bargaining agreement's grievance procedure provided the employee with a right to have his grievance decided by binding arbitration, that this real threat of binding arbitration clearly tainted any resolutions arrived at pursuant to said step 4(a), that the Director of the Department of Personnel was proscribed by the Personnel Code from entering into any agreement calling for compulsory arbitration, and that the

Personnel Code placed within the sole discretion of the Director of the Department of Personnel the exclusive right to determine the outcome of any employee grievance. We then held that any provision in a collective bargaining agreement requiring binding or compulsory arbitration is null and void, and any grievance procedure predicated upon the fact that the ultimate determination could result from binding arbitration is likewise null and void.

In order for this case to be viewed in its proper perspective, it is important to point out certain aspects which do not appear in its record, but which are exemplified in the approaches that were taken in the many similar cases which came before it. Many cases involving claims to collect lapsed funds for back pay alleged to be due as a result of grievance resolutions at the step 4(a) and step 4(c) level preceded this case. In the beginning, upon the motion of the Respondent, the Court dismissed them based upon the rationale set forth in the preceding paragraph. Gradually, however, it became apparent that the approach taken by the Respondent in defending these claims has become eclectic. Although the laws, personnel rules, and the collective bargaining agreement never were amended, and despite the language in the opinions typified by that contained in the last sentence of the first paragraph of the September 30, 1981, order in the case at bar (that "any grievance procedure predicated upon the fact that the ultimate determination could result from binding arbitration is likewise null and void"), claims made to collect lapsed funds for back pay alleged to be due as a result of grievance resolutions at the lower steps of the collective bargaining agreement's grievance procedure were agreed to by the Respondent and paid based on the stipulations. While it is true, as pointed out in our

opinion on rehearing in this case, ***infra,*** that the grievance procedures of the collective bargaining and the personnel rules were the same at the lower levels, the threat of eventual binding arbitration clearly could influence the result. Then a scheme was developed to justify making awards in those claims resulting from step 4(a) and step 4(c) grievances. Because the Personnel Code provided the Director of the Department of Personnel with the right to make final determinations on employee grievances, the scheme involved his executing an affidavit purporting to make the grievance resolutions in effect his own. These affidavits were never filed along with the complaints in the claims, but were filed by counsel for the Respondent if he chose to stipulate to awarding the claims. They were not filed in every claim resulting from arbitration or pre-arbitration agreements.

Thus, in the case at bar, on November 4, **1981,** shortly after her claim was dismissed, the Claimant moved for reconsideration and vacation of the order, seeking leave to file such an affidavit and representing to the Court that counsel for the Respondent had been advised of the motion and stated that he would not oppose it. Approximately two months later a response to the motion along with the affidavit was filed by the Respondent. The affidavit, bearing a notarization date of over a month prior to the order of dismissal and over four months prior to the date the affidavit was actually filed, provided in pertinent part as follows:

> **"6. I have reviewed the grievance and its resolution and have determined that the resolution is one I would have reached and therefore, exercising my discretion as authorized by the Personnel Code, I concur with the result and adopt the resolution of this grievance as my own.**
>
> **s/ Louis J. Giordano"**

In response to the motion for reconsideration, counsel for the Respondent stated that he would not object to its

being granted nor would he object to the granting of an award.

On May 14,1982, this Court rendered its opinion on the motion striking down the practice of the Director executing such affidavits. Citing ***People ex*** rel. ***Olin Corporation v. Department of Labor*** (1981), 95 Ill. App. 3d 1108,420 N.E.2d 1043, we said:

> "In none of the briefs or pleadings before the Court in the present case are any statutory provisions cited allowing the Director of Personnel to follow the procedure outlined by filing affidavits and thus passing upon the merits of a particular cause where the statute has not been followed. It therefore appears that an attempt is being made to do indirectly that which cannot be done directly.
>
> The time element set forth in the statute for appeals has been totally ignored and, in this particular case, there has been an attempt by the Director of the Department of Personnel to take charge of the case after it had been filed in the Court of Claims. The affidavit of the Director of Personnel was entered on August 20, 1981 while the case was still pending before the Court of Claims. If this procedure is allowed, then the Court will have to determine whether the Director of Personnel, by affidavit, can render a decision for a case already pending before this Court."

The Respondent promptly filed a motion for reconsideration and requested oral argument before the full Court. Because of the importance of the case and because we felt that the issues raised should be better addressed we exercised our discretion pursuant to Rule 21 of the Rules of the Court of Claims and ordered oral arguments to be held. At the oral argument the parties attempted to present unified positions and an agreed proposal for resolution of this claim and others like it. We wish to interject at this point that we encourage such combined efforts by the parties, especially in this area of the Court of Claims' jurisdiction. Although the parties did apparently unite behind the proposal, the rationales offered seemed to vary among counsel and in certain respects from arguments made in the Respondent's memorandum of law which accompanied its motion for reconsideration. Because what was presented at the oral

argument occurred later we will address our comments more directly to what was presented there. First, we want to state that we accept the Respondent's counsel's apology for any confusion and inconvenience its changes in position on back wage claims may have caused. Having been on the bench throughout those changes, we have discerned the difficulties and conflicts which have been encountered. Those problems were no doubt exacerbated by the conflict brought on by Illinois' constitutional separation of powers and a difference of legal opinion between two constitutional entities. Offering by way of consolation, not justification, we suggest that a lack of diligent prosecution by the claimants in a large number of the back wage claims perhaps added to the problems.

Following those opening apologies, the Respondent presented the unified position and urged us to accept it for several reasons. The reconsidered position of the Respondent was stated as follows:

> "It is the position of the Attorney General in regard to the payment of wage claims that are grieved under the Collective Bargaining Agreement that the Office will support and stipulate to those claims for back wages based on resolution of a grievance using the procedures set forth in the Collective Bargaining Agreement when (one) the relief granted could have been granted under the grievance procedures set forth in the Rules of the Department of Personnel (now Central Management Services hereinafter referred to as CMS) and (two) the director of CMS adopts that position with an affidavit. Whether the affidavit is necessary is open to question and if the Court feels it is not necessary, we would not use that procedure any more." (tr. 5)

In support of its position, Respondent gave several reasons, many of which were policy reasons, and then stated why it felt that its previous position taken on these types of claims was in error. Among the policy reasons stated was that collective bargaining is a "way of life" in Illinois' State government. It has existed a long time, the legislature has recognized it by several references made in statutes, it has Civil Service Commission recognition,

and no court has yet declared a collective bargaining agreement invalid. Respondent further stated that it was "good government" and that the State should stand behind its employees and their contracts which were entered into in good faith. These observations and arguments have been raised by various counsel for claimants in similar back wage claims.

This Court does take into consideration certain policy matters in appropriate cases. However, we do not view this type of claim as being proper for a policy-based or influenced decision. Policy should not dictate the extent of authority of a director of a department and/or the legality of his or her actions where the legislature has delineated the same by statute and the director has further defined the same by duly promulgated rules. No amount of policy can make a provision of a contract or other action which is proscribed by law valid and enforceable in this Court regardless of the amount of good faith a party has. Our concern in this type of case is to uphold those policy positions which have been taken by the legislature.

We wish to emphasize also that we are not opposed to collective bargaining for State employees. It is not proper for us to take a position on such a subject. By way of illustration, we point to our order of August **11, 1982,** issued in *Eberwein* ***v. State,*** No. **80-CC-2073** (as yet unpublished). That case involved a claim for back wages by a State employee due her as a result of a decision reached through binding arbitration. The key distinction was that her employing agency was exempt from the Personnel Code. The Respondent nevertheless moved for dismissal on the grounds of the policy and legislative intent behind the provision of the Personnel Code which prohibits compulsory arbitration. Respon-

dent also raised several policy arguments commonly made by opponents of the proposition of binding or compulsory arbitration for State employees in general. In holding in favor of the Claimant we said:

> **"* * * We do not think it our function to, in effect, extend the prohibition against compulsory arbitration contained in the Personnel Code across the board to all elective officials or even to an agency under the Governor which is expressly exempt from the Personnel Code. While the Respondent has well stated the argument against compulsory arbitration for governmental employees, we do not think it to be a general public policy expressed by the legislature."**

An award was eventually made in that case on December **1,1982.**

We have reviewed the substantive arguments raised and considered them in light of our opinion of May **14, 1982.** After much thought and research we have concluded that we cannot accept the parties' latest proposal as stated. We find that Respondent's two conditions for concurrence with the grievance decisions resulting from the process set forth in the collective bargaining agreement, although not free from ambiguity, do not make sense upon close examination. The first stated condition was that the relief granted could have been granted under the personnel rules. The only relief grantable which would bring a grievance before this Court is monetary relief. Of course, this remedy may be ordered under either grievance system. On the other hand, if the parties were referring to entitlement when speaking of relief, *i.e.*, that a Claimant would have been entitled to the same relief pursuant to some personnel rule, then the condition would seem too narrow. It is entirely probable that a provision of a collective bargaining agreement may entitle a person to a monetary remedy where the personnel rules are silent on the issue. Therefore, while Respondent urges us to recognize the validity of the collective bargaining

agreement, it appears to be saying that it will not do so unless a similar provision exists in the form of a personnel rule.

With respect to the second condition, that of adoption of an arbitrator's decision or pre-arbitration decision by affidavit, the ***amicus curiae*** discourse by counsel from CMS leads us to think that it is a false issue and more of a remnant of scheme or fiction being perpetuated to circumvent certain legal positions previously taken by the Respondent and accepted by us.

We still adhere to those principles stated in our May **14,** 1982, opinion wherein, citing ***People ex rel. Olin Corporation v. Department of Labor, supra,*** we stated:

"* * * (S)ince administrative agencies are creatures of statute, they may allow rehearings or modify or alter their decision only where authorized to do *so* by statute.

In none of the briefs or pleadings before the Court in the present case are any statutory provisions cited allowing the Director of Personnel to follow the procedure outlined by filing affidavits and thus passing upon the merits of a particular cause where the statute has not been followed. It therefore appears that **an** attempt is being made to do indirectly that which cannot be done directly."

However, upon reconsideration and much research we have arrived at a different conclusion affecting the issues in the cases involving arbitration and pre-arbitration decisions for the following reasons.

The Personnel Code is a statutory plan devised to govern certain State employees and the Director of CMS. It is to be noted that many positions and offices are exempt from the Personnel Code, some ***in toto*** but some only from certain types of jurisdiction. Among other things, the Personnel Code sets forth three separate areas of jurisdiction of CMS: classification and compensation, positions based on merit and fitness, and conditions of employment. Under each type of jurisdiction the Director of CMS has been granted

certain powers and duties with respect to rulemaking. See section 8 and the specific powers contained in sections 8a through 8e. Ill. Rev. Stat. 1985, ch. 127, pars. 63b108-63b108e.

Our opinion of May **14,** 1982, and our previous opinions in this case and in the others like it were based upon section 8c(1). (Ill. Rev. Stat. 1985, ch. 127, par. 63b108c(1).) This subsection essentially provides that the Director of CMS is to establish by rule a plan for resolving employee grievances and complaints, but that he is not empowered to establish such a system featuring compulsory arbitration. **A** grievance system was promulgated. Prior to the effective date of the 1980 personnel rules the system called for the Director of the Department of Personnel to make the final determination on a grievance issue. We held that the provisions of the collective bargaining agreements calling for arbitration as a final resolution were in conflict with the personnel rules and therefore void. The 1980 personnel rules contain a clause referring to collective bargaining agreements which apparently was inserted for the first time. It reads as follows:

> **"3-20 Procedure: Grievances shall be submitted in accordance with the following procedure unless the Director permits an agency to vary the number or context of the steps therein prescribed upon the written request of the operating head of an agency and for good cause shown therein, *except that a grievance arising out of interpretation and/or application of a provision contained within a collective bargaining agreement shall be heard pursuant to the procedure established therein for the respective bargaining unit."* (Change emphasized.)**

The collective bargaining agreements called for binding arbitration. We held that such a system was in violation of the provision of the Personnel Code which proscribed the Director from establishing a grievance system featuring compulsory arbitration.

Our decisions were based in part on our reasoning

that the binding arbitration called for in the collective bargaining agreements and the compulsory arbitration referred to in the Personnel Code were one and the same. This reasoning to us was only common sense. All concerned would agree that the arbitration provided for in the collective bargaining agreements is final and binding. We reasoned that the aspect of compulsion was inherent therein also. If an agreed resolution of a grievance could not be reached, the parties would be compelled to submit their problem to arbitration. Under the terms of contract there is no choice. We would have agreed that the parties to the contract voluntarily and under no compulsion agreed to decide disputes arising under the contract by means of final and binding arbitration. However, by so agreeing they would then be compelled to submit their grievances to binding arbitration. Any choice was contracted away. At least one text writer would concur with this line of reasoning. T. Kahel, Labor Law, vol. 5, §2308(3) **(1982).**

However, we have now reached a different conclusion. Although there is not a greal deal of authority on the issue, as admitted by the Claimant at the oral argument, we now think that there is a real distinction between compulsory and binding arbitration. Our research of the existing authorities and literature indicates that "compulsory" when used in connection with "arbitration," in the legal sense, is a term of art and as such carries a more narrow and restricted meaning than the common and ordinary interpretation of the term that we attributed to it previously. Compulsory arbitration, in the labor law sense of the term, is where by the force or effect of law, a party is compelled to submit a dispute to arbitration. It is commonly employed by governments to prevent strikes in certain sensitive sectors of employment where a strike could

wreak havoc, *e.g.* police and fire fighters. In contrast is voluntary arbitration. Voluntary arbitration takes place where the parties voluntarily agree (without compulsion) to arbitrate a specific issue. Binding arbitration means nothing more than that the parties are bound by the decision of the arbitrator as opposed to advisory arbitration where the decision of the arbitrator is just that—advisory—and neither party is bound by it. Compulsory arbitration and voluntary arbitration can be either binding or advisory. However, it would be a contradiction of terms to say that compulsory arbitration could also be voluntary. *Black's Law Dictionary* (4th ed.); 6 C.J.S. *Arbitration* subsection 5-7; B.N.A.-L.R.X. 16, 17; *Arbitration and the Expanding Role of Neutrals,* G. Somers & B. Dennis, ed. (1970); *Public Sector Labor Relations,* Council of State Governments in conjunction with International Personnel Management Association (1975); F. Elkouri & E. Elkouri, *How Arbitration Works* **(3d** ed. 1973); M. Forkosch, **A** *Treatise on Public Employee Labor Law* (1969); J. Levine & E. Hagburg, *Public Sector Labor Relations* (1979); M. Lieberman, *Public Sector Bargaining* (1980); N. Levin, *Successful Labor Relations* (1978); *C.* Gregory and H. Katz, *Labor and the Law* (1979); *Portrait of a Process—Collective Negotiations in Public Employment* by Public Employment Relations Service (1979); J. Steiber, *Public Employee Unionism: Structure, Growth, Policy* (1973); L. Teller, **A** *Labor Policy for America* (1945); B. Werne, *The Law and Practice of Public Employment Labor Relations* (1974).

Having found that there exists a distinction between compulsory arbitration and final and binding arbitration, it remains for us to decide the effect to be given to the final and binding arbitration provisions of the collective bargaining agreement.

The grievance procedure provided for in the collective bargaining agreements is clearly not compulsory arbitration in the labor law sense of the term. It was not forced upon the parties by any statute or rule. Through the processes of collective bargaining the parties voluntarily consented to it. The fact that it is final and binding arbitration is not relevant here and does not bring it within the proscription of section 8c(1) of the Personnel Code.

It could be argued that the amendment to the 1980 personnel rules effectively provided for compulsory arbitration by bootstrapping the collective bargaining agreement's grievance resolution provisions into the rules. By rule now, when read in conjunction with the collective bargaining agreement, a party is compelled in any sense of the word to potentially arbitrate. However, we decline to give it that interpretation. The parties had collective choice when negotiating the terms of their contract and were not compelled to acquiesce to any term.

We now think that resolutions reached as a result of the arbitration and pre-arbitration procedures of the collective bargaining agreements can be valid. Although much of counsel's efforts in this matter were devoted to the history and extent of collective bargaining in Illinois and the authority of the parties to collectively bargain in general, we do not think that collective bargaining was ever at issue. The concern was that the parties had authority to do what they did—specifically to contract for the procedure by which employee grievances would be resolved without running afoul of the Personnel Code and rules. It is now clear that the arbitration provisions of the contract are not in conflict with the Personnel Code. Since the effective date of the 1980 personnel rules, a separate grievance system for disputes arising

under the collective bargaining agreement set up by contract no longer conflicted with the rules and is not void for that reason either. We also think that the Director of CMS is authorized by section 9(7) to enter into such a grievance resolution system through a collective bargaining agreement. Therein it is provided that the Director has the duty to:

"... conduct negotiations affecting pay, hours of work, or other working conditions of employees subject to ... (the Personnel Code)."

This is a separate grant of authority aside from his rulemaking powers.

However, even though it is a separate grant of authority, we do not interpret it to be *carte blanche* authority of the Director to agree to provisions of a collective bargaining agreement which are in conflict with his own duly promulgated personnel rules.

In claims for back pay based on grievance resolutions at the pre-arbitration stage or arbitration decisions, the defense that the specific contract provision through which entitlement is claimed is in conflict with a personnel rule still exists. It can be overcome by a showing that even though the provision is in conflict, under the facts of the specific claim, the claimant would still be entitled to back pay based on the applicable rule. If the rules are silent on the issue, the bargaining agreement controls.

We will not sit in review of an arbitrator's decisions in the sense of an appeal. We will not review issues of fact. We do not intend to decide jurisdictional disputes between the parties over the arbitrability of an issue. The checks and balances of a remedy in the nature of *mandamus* or injunctive relief available in the judicial system which were described by the *amicus curiae* counsel from **CMS** at the oral argument should dispose

of that. We wish to comment at this point on the contention of counsel for the Respondent made at the oral argument that his office did not believe that the Court of Claims with its limited jurisdiction is the proper forum for deciding the validity of the collective bargaining agreement. (tr. 8.) Section 8(a) of the Court of Claims Act specifically provides this Court with exclusive jurisdiction to hear and determine "all claims against the State founded upon any contract entered into with the State of Illinois." Moreover, the review we have made in this case and in others like it in the past and intend to continue to make is that of an ordinary lapsed appropriation. The issues were, was it a properly authorized expenditure, and did sufficient funds lapse from which the claim could have been paid. Contract defenses have always been allowed to be asserted in claims for lapsed appropriations in this Court.

Applying the above to the specific facts in this case, the record is relatively sparse. From the document attached to the complaint it appears that this claim arose out of the step 4(a) grievance resolution on May 31,1979. The 1980 personnel rules became effective on September **1,** 1980. The rules in effect at the time the grievance arose and at the time of its resolution did not contain the reference to grievance resolutions pursuant to the collective bargaining agreement which we quoted above. It would appear to us, therefore, that the procedure by which the resolution was reached in this claim was in conflict with the personnel rules and therefore null and void. However, we will hold our decision in abeyance for 30 days from the date of this opinion in order to afford the parties an opportunity to show us by written memorandum otherwise. Also we note that there is no departmental report on availability of funds on file yet in this case, so we would not be able

to grant an award at this time even if we were so inclined.

ORDER ON MOTION TO DISMISS

MONTANA, C.J.

This cause comes on to be heard on the Court's own motion following our order of February 17, 1988.

On February 17, 1988, an order was entered in this matter which: noted that Claimant had not filed her annual status report as required by Rule 7 of the Rules of the Court of Claims, pointed out that failure to comply with Rule 7 was grounds for dismissal, and granted Claimant 21 days within which to comply. Prior to that order, the Clerk's office, although not required to do so, did mail Claimant a reminder that the report was due. The Claimant has not complied with said order.

This case was placed on general continuance by order of the Court entered March 20, 1986, with instructions to the Claimant to exhaust an administrative remedy. Since that time Claimant has filed nothing. This Court has the responsibility to manage its own caseload. While we will keep a case on general continuance for as long as is necessary, we cannot hold cases open indefinitely without any indication from the Claimant of the need to do so.

It is hereby ordered that this claim be, and hereby is, dismissed for want of prosecution and for failure to comply with Rule 7; it is further ordered that Claimant is granted leave to refile within one year of the date of this order.

(No. 81-CC-0234—Claimant awarded $7,000.00.)

MOTO HEATING, VENTILATING, AIR CONDITIONING CORP., Claimant, *v.* BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES, Respondent.

Order filed May 23, 1988.

ROBERT D. SILVER, for Claimant.

DUNN, BRADY, GOEBEL, ULBRICH, MOREL, KOMBRINK & HUNDMAN (RICHARD T. DUNN, of counsel), for Respondent.

JURISDICTION—*tort claims against Board of Governors of State Colleges and Universities.* The Court of Claims has exclusive jurisdiction over tort claims made against the Board of Governors of State Colleges and Universities founded on actions of the Board's employees.

OFFICERS AND PUBLIC EMPLOYEES—*duties of Board of Governors of State Colleges and Universities.* Pursuant to statute, the Board of Governors of State Colleges and Universities has the duty to make rules and regulations governing the management of the universities and employing all necessary employees and proscribing their duties.

SUBCONTRACTORS—*subcontractor not paid—State never required bond to protect against nonperformance by prime contractor—claim awarded.* Where a Claimant performed work for a prime contractor on a project done for a State university, and the prime contractor was paid for the work without submitting a final lien waiver from the Claimant, an award was granted to the Claimant, since the university never notified that it was issuing payment to the prime contractor and the university did not require the prime contractor to provide a bond to protect against nonperformance of its duties.

POCH, J.

This cause comes before the Court after hearing of all evidence before a Commissioner, and the Court being fully advised and having reviewed the Commissioner's recommendation the Court finds:

1. Claimant, Moto Heating, Ventilating, Air Conditioning Corporation ("Moto") is a duly organized Illinois corporation having its principal place of business at 4715 North Damen Avenue, Chicago, Illinois 60625.

2. The Board of Governors of State Colleges and

Universities ("Univ") is a body politic and corporate of the State of Illinois, created and established under the Board of Governors of State Colleges and Universities Revenue Bond Act. Ill. Rev. Stat. 1985, ch. **144,** par. 1001 ***et seq.***

3. Ronald Williams is, and at all times relevant to Claimant's action was, president of Northeastern Illinois University; William H. Lienemann is, and at all times relevant to Claimant's action was, vice president for administrative affairs at Northeastern Illinois University; Ray R. Roth was at all times relevant to Claimant's action director of purchases at Northeastern Illinois University; and Gary Bryan is, and at all times relevant to Claimant's action was, campus planning coordinator at Northeastern Illinois University. All of said individuals are employees of the Board of Governors of State Colleges and Universities and were at all times pertinent to Claimant's action acting or failing to act within the scope of their employment and not personally.

4. This Court has exclusive jurisdiction of Claimant's tort claims against Respondent Board of Governors of State Colleges and Universities, based upon the acts or omissions of Respondent's employees Ronald Williams, William. H. Lienemann, Ray Roth and Gary Bryan (collectively "employees") as alleged herein.

5. Section 3 of An Act to create Northeastern Illinois University places the statutory duty upon the said Board of Governors to make rules, regulations, and by-laws for the good government and management of the University, to employ all necessary employees and proscribe their duties. Ill. Rev. Stat. 1985, ch. **144,** par. 1153.

6. Moto performed work for Northeastern Illinois University, and did perform work in a workmanlike manner.

7. Moto specifically asked Gary Bryan how Moto would be protected if it were to agree to perform the work referred to.

8. Gary Bryan informed Moto that the prime contractor selected would be required to furnish a final waiver of lien from Moto before payment would be made to the prime contractor.

9. Triple A Moving and Storage, Inc., was eventually awarded the prime contract on the project in question.

10. Triple A submitted an original invoice received from Moto for work performed by Moto totaling $7,000.00 but did not submit a final waiver of lien executed.

11. A State warrant was issued to Triple A on or about February 11, 1980, in the amount of $17,340.00.

12. The University employees did not further notify Moto it was issuing said warrant prior to issuance and delivery.

13. The University did not require Triple A to have a bond to protect against nonperformance of Triple A's duties.

14. Triple A Moving and Storage has not paid Moto the $7,000.00 or any part thereof.

15. Univ had not paid Moto and has refused to pay Moto for said work.

It is hereby ordered that the Court finds in favor of the Claimant and awards the sum of seven thousand ($7,000.00)and no/100 dollars as damages.

(No. 81-CC-1184—Claimant awarded $40,000.00.)

JANE DOE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 5, 1986.

Order on motion for reconsideration filed May 10, 1988

REDINA FRIEDMAN, for Claimant.

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

STIPULATIONS—*claimant assaulted in university dormitory—award granted.* Based on a joint stipulation of the parties, an award was granted to the Claimant for the injuries she sustained when she was assaulted and raped on two different occasions in her dormitory room at a university operated by the State of Illinois.

INTEREST—*award based on stipulation—post-judgment interest denied.* Where an award was granted based on a stipulation of the parties, but the payment had to await the appropriation of funds by the legislature, the Claimant's motion for post-judgment interest based on section 2—1303 of the Code of Civil Procedure was denied, since the Court of Claims has consistently held that the State is not liable for interest in the absence of an express statutory provision, and section 2—1303 does not expressly make the State of Illinois liable for post-judgment interest.

OPINION

MONTANA, C.J.

This matter is before the Court upon the joint stipulation of the parties hereto. This claim sounds in tort and is brought pursuant to section 8(d) of the Court of Claims Act. Ill. Rev. Stat. 1985, ch. 37, par. 439.8(d).

Claimant was a student at Northern Illinois University in DeKalb, Illinois, and resided at Grant Towers South residence hall, a dormitory owned, operated and maintained by Respondent. On two separate occasions, on the evenings of January 13, 1980, and March 23, 1980, Claimant suffered personal injuries when she was attacked, assaulted, battered and raped in

her dormitory room by an unknown assailant or assailants.

We note that the parties hereto have agreed to a settlement of this claim and that Respondent agrees to the entry of an award in favor of Claimant in the amount of forty thousand dollars and no/cents ($40,000.00).

Based on the foregoing, Claimant, Jane Doe, is hereby awarded the sum of forty thousand dollars and no/cents ($40,000.00), in full and final satisfaction of this claim.

It is further ordered that the record in this matter be sealed and the Claimant be referred to as Jane Doe when this decision is reported in the Court of Claims Reports.

ORDER ON MOTION FOR RECONSIDERATION

MONTANA, C.J

This cause comes on to be heard on the Claimant's motion for reconsideration, due notice having been given, and the Court being advised.

On August 5,1986, this Court approved a settlement reached by the parties to this claim and entered an award in the amount of $40,000.00. Immediate payment of said award was not authorized by section 24 of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. 37, par. 439.24). The award was presented to the legislature for appropriation of funds to pay the award during the fall session of 1986. Funds were appropriated and payment was vouchered on February 6, 1987. In her motion, Claimant stated she received the warrant on February 18, 1987. Over three months later Claimant filed the motion at bar seeking interest on the judgment. Claimant cited section 2—1303 of the Code of Civil Procedure in support of her motion. Ill. Rev. Stat. 1985, ch. 110, par. 2—1303.

The 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. The statute cited by the Claimant does not expressly make the State of Illinois liable for post-judgment interest. See ***Gendel v. State*** (1982), **38** Ill. Ct. Cl. 76, and cases cited therein.

It is hereby ordered that Claimant's motion for reconsideration be, and hereby **is,** denied.

(No. 81-CC-1365—Claim denied.)

DEBORAH LONG, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed March* 27,1986.**

***Order on denial of rehearing filed October* 20,1987.**

GOLDENHERSH & GOLDENHERSH, for Claimant.

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

NEGLIGENCE—***State's duty to invitee.*** A visitor to a State correctional center is an invitee, and the State owes such visitors the duty to use reasonable care in keeping the premises reasonably safe, and this duty includes the duty to use reasonable care to discover any defects or dangerous conditions existing on the premises.

SAME—invitee need not prove State had actual knowledge of dangerous condition on premises. In an action arising from injuries sustained by an invitee on State premises, the invitee need not prove that the State had actual knowledge of the dangerous condition which caused the invitee's injury, but the invitee must prove that the State, by using reasonable care, could have discovered the condition.

SAME—visitor to correctional center injured when bench gave way—bolts maliciously removed—claim denied. Where a visitor at a State correctional center suffered back injuries when a bench she was attempting

to sit on gave way, her claim for the injuries based on the allegation that the State negligently failed to maintain the bench was denied, since the Claimant failed to prove the State was liable in view of the facts that the only reasonable explanation for the accident was that someone intentionally removed the bolts securing the bench, the bolts could not be found after the accident, and there was no evidence as to how long the condition had existed.

SAME—*res ipsa loquitur—essential* ***elements*** In order to recover under a theory of ***res ipsa loquitur,*** a Claimant must prove that she was injured in an occurrence that would not have happened in the absence of negligence, the injury was caused by an instrumentality or agency under the State's control, and the circumstances indicated that the injury was not due to any voluntary act or negligence on the part of the Claimant.

SAME—bench at correctional center gave way—visitor injured—elements of res ipsa loquitur not established—claim denied. A visitor to a correctional center who was injured when a bench she was attempting to sit on gave way failed to establish the essential elements of her claim based on the theory of ***res ipsa loquitur,*** since the evidence indicated that the bench gave way because someone maliciously removed the bolts securing it to the table, and therefore she failed to prove that the accident would not have occurred in the absence of negligence on the part of the State.

PRISONERS AND ***INMATES—State not liable for intentional torts of inmates.***

OPINION

PATCHETT, J.

This claim arises from an accident which occurred on May 27, 1979, at the Illinois State Minimum Security Correctional Center near Vienna, Illinois. Paul Long, husband of the Claimant, Deborah Long, was a resident at the Center at the time of the accident. On May 27th, Claimant, while visiting her husband, fell on her low back when a bench on which she was sitting collapsed. Claimant alleges the injuries she suffered were caused by the negligence of agents of the State of Illinois.

Claimant met her husband for a regular visit on the day in question. After having lunch and visiting inside, Claimant and her husband went to the visitors' patio. On the patio were several round tables with benches attached by metal legs and supports. **As** the Claimant sat

on one of the benches, the bench support fell away from the table and collapsed, thereby causing Claimant to fall backwards onto the concrete patio surface. Claimant suffered a sprain of her right forearm, and a chip-type fracture of the fifth lumbar vertebra. She was hospitalized from May 27 to June 3, 1979, under the care of Dr. Derl Warren, a general practitioner in Eldorado, Illinois. She was treated conservatively and released from Dr. Warren's care at the time of her hospital discharge.

An examination of the table and bench after the accident revealed that two nuts, bolts, and washers holding the leg to the table were missing. These items could not be found. It was impossible to determine during the investigation whether they had been removed by someone or had simply worked loose.

The patio area and the tables and benches were generally maintained by maintenance employees of the State, or by Correctional Center inmates under the supervision of the State maintenance employees. No one had reported any maintenance or repair problems with the tables or benches prior to the accident. Phillip Huff, a security officer for the Illinois Department of Corrections, investigated the accident and testified that in his observation the bolts holding the bench to the table could not work loose except over an extended period of time.

As a visitor to the Correctional Center, Claimant's legal status on the State's premises was that of an invitee. (*Brown v. State* (1983), 35 Ill. Ct. Cl. 696; *Levy v. State* (1958), 22 Ill. Ct. Cl. 694.) The State therefore owed to the Claimant the duty to use reasonable care and caution in keeping the premises reasonably safe for use by the Claimant, including the duty to exercise reasonable care to discover defects or dangerous conditions existing

upon the premises. *(Chapman* v. Foggy (1978), 59 Ill. App. 3d **552,** 375 N.E.2d **865.)** It is not necessary to prove the State had actual knowledge of the dangerous condition, but the Claimant must prove that the State, by exercising reasonable care, could have discovered the dangerous condition.

Major Huff testified that it would not be possible to notice the missing bolts and nuts without actually inspecting under the bench or the table. There was no regular maintenance schedule. The tables were repaired only if someone reported maintenance was needed. The inmates cleaned the tables and benches as necessary. No evidence was presented by either party as to when the tables and benches in question were last cleaned before the accident, or when the bench was last used.

We believe that it is unlikely that the two bolts and nuts simply worked loose over time, particularly in light of the fact that they could not be found after the accident. If the bench had been loose long enough to allow the bolts and nuts to be lost, it would have fallen long before this Claimant sat upon it. It is more reasonable to conclude that the bolts and nuts were removed intentionally by someone in the patio area prior to the Claimant sitting on the bench. There was no evidence to show how long the condition had existed prior to its discovery on May 27th. In fact, there was no evidence as to how long the patio area had been open to visitors on May 27th before this accident occurred. For all the foregoing reasons, we find that the Claimant has failed to prove the State liable under this theory of negligence.

Claimant also argued that the State was liable under the theory of ***res ipsa loquitur.*** This theory allows an inference of negligence to be drawn from circumstantial

evidence. To recover under ***res ipsa loquitur,*** the Claimant must prove that she was injured in an occurrence that would not have occurred in .the absence of negligence, by an instrumentality or agency under the management or control of the State, and under circumstances indicating the injury was not due to any voluntary act or neglect on the part of the Claimant. ***(Lynch*** v. ***Precision Machine Shop, Ltd.*** (1982), 93 Ill. 2d 266, 443 N.E.2d 569; ***Nurse v. State*** (1982), 35 Ill. Ct. Cl. 759.) We think that the Claimant has failed to prove that this occurrence would not have occurred in the absence of negligence on the part of the Respondent. The accident would have occurred, and probably did occur, as a result of malicious removal of the bolts and nuts from the bench. The State is not liable for intentional torts committed by its inmates. ***Holda v. Kane County*** (1980), 88 Ill. App. 3d 522,410 N.E.2d 552.

We therefore find for the Respondent.

ORDER ON DENIAL OF REHEARING

PATCHETT, J.

This cause comes on for hearing upon the motion for rehearing filed herein by Claimant; and the Court, having considered the motion and the Respondent's response to said motion, finds as follows:

It is ordered that the motion for rehearing be and hereby is denied.

(No. 82-CC-0385—Claim dismissed.)

CATHY M. RAINIERI, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 20,1987.

LANE & MUNDAY (MARTIN E. KLEIN, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (RALANDA WEBB, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*car* ***crashed through guardrail—allegedly hit pothole—insufficient evidence—claim denied.*** In an action arising from the injuries sustained when the Claimant's automobile went out of control and crashed through a guardrail, the evidence was insufficient to support the Claimant's contention that she lost control after hitting a pothole in the roadway, notwithstanding the fact that a pothole existed, since the pothole was 75 yards from the point she went through the guardrail, she did not testify that she saw the pothole, but could not avoid it, no other motorist testified to seeing her hit the pothole, and her testimony was more consistent with falling asleep at the wheel and simply driving through the guardrail.

RAUCCI, J.

This is a claim brought by Claimant, Cathy M. Rainieri, for personal injuries sustained by her on September 7,1980, when her car struck a guardrail on an overpass and fell to the highway below.

On September 7, 1980, at approximately 4:55 p.m., Claimant was operating her vehicle in a westerly direction on Cermak Road at its overpass over Interstate 294. There was a metal guardrail along the northern edge of the westbound lane of Cermak Road at the point it crosses over Interstate 294. Claimant lost control of her car on the overpass, went through the guardrail at the far western edge of the north side of the bridge deck, and crashed to the ground on the west shoulder of the southbound lanes of 1-294, immediately north of the overpass.

On the day in question it had rained prior to the

accident. However, at the time of the accident the rain had subsided to a light drizzle. The speed limit at the point in question was 50 miles per hour, and Claimant was driving at or below the posted speed.

Claimant was seriously injured as the result of the accident.

Claimant's theory of the case is set forth in paragraph 7 of her complaint:

"7. That at the time and place aforementioned, the vehicle then and there operated by Claimant did strike a pothole in the roadway causing the Claimant to lose control of her vehicle; as it swerved violently and crashed through the adjacent railings down to the roadway below."

The complaint charges Respondent with negligent maintenance of Cermak Road.

Claimant's exhibit 1 is a diagram of the path of her car. Claimant's exhibits 2, 3, 4, 5, and 6 are photographs of a pothole in Cermak Road east of where the car went through the guardrail. The parties entered into a stipulation that if John R. Knepper were called to testify he would testify that he inspected the overpass after the accident and saw a large pothole at the east end of the bridge, approximately 75 yards east of where the car left the bridge. There is no testimony in the record giving the dimensions of the pothole. Claimant's exhibits 8, 9, and 10 show a different pothole apparently west of the accident scene.

It was further stipulated that if William D. Peters, Jr., were to testify he would testify as follows:

"* * * at the time of the occurrence he was traveling in the left eastbound lane of Cermak Road at which time he observed the claimant's vehicle suddenly veer to its right and break through the guardrail and descend downward; the claimant's approximate speed was the posted speed (55 miles per hour); it had just finished raining and the road was slick and wet."

The Claimant's testimony is as follows:

"Q. Now, as you were driving west on Cermak approaching 1-294, did you have occasion to notice anything unusual or hear anything unusual?

A. It felt like, you know, I hit something. The car jolted.

Q. Do you know where in your car you heard that or felt that jolt?

A. No.

Q. What is the next thing you recall happening?

A. Spinning. You know, going around.

Q. And then what?

A. And then falling, like a thump, like when I had hit the ground." (Tr. 7-8)

This testimony falls far short of establishing by the preponderance of the evidence that Claimant struck the pothole shown in Claimant's exhibits 2 through 6, thereby causing her to lose control of her car and go through the guardrail.

Claimant did not testify, for example, that she saw the pothole but could not avoid hitting it. No following motorist testified that he saw her car hit the pothole and then go out of control. She testified that she felt a jolt. This, standing by itself, does not establish that she hit the pothole shown in her exhibit. The pothole was 75 yards east of where she went through the guardrail, a considerable distance. Claimant's assertion is correct that simple arithmetic will demonstrate that a car traveling 50 miles per hour will travel 75 yards in less than five seconds. But the implication of the stipulated testimony of William D. Peters, Jr., is that she lost control at the point where she went through the guardrail, not 75 yards east thereof. This does not imply that she went out of control 75 yards before going through the guardrail.

On cross-examination she reiterated her testimony that she felt a jolt, but acknowledged that during a discovery deposition she had made no reference to a jolt:

"Q. First of all I'm referring to page six. Is it not true that you were asked the following question and gave the following answers:

'Q. As you were coming west on Cermak Road from Broadview, can you tell us what occurred?

A. I was just driving.

Q. Just describe the incident for us.

A. I was driving and I remember hearing a screeching and waking up or coming to in the air. I guess I was already off the bridge.'

Q. Were you asked those questions and were those the answers you gave?

A. Yes.

Q. You didn't make any reference to feeling a jolt at that time, did you?

A. I guess not. Not if it's not there." (Tr. 35, 36)

This is more consistent with falling asleep at the wheel and waking up after she hit the guardrail than it is with hitting a pothole and going out of control.

"A. I was driving and I remember hearing a screeching and waking up ***or coming to in the air.*** I guess I was already off the bridge." (Tr. 35, 36) (Emphasis supplied.)

Earlier in cross-examination she testified that she was not certain that the car veered at the point she felt the jolt. (Tr. ***24)***

Richard Roderick, an officer of the Illinois State Police, testified that her right front tire had a worn spot where it had been worn-down to the underlying cord of the tire.

While she was lying on the shoulder of I-294 he questioned her about the accident:

"A. * * * I asked her what had happened,-what had caused the accident, what in her opinion had caused the accident, and she said she didn't know, she just lost control of the car.

Q. Did she ever make any reference to being jolted in the car prior to leaving the road?

A. No, she did not at-that point in time." (Tr. 58, 59)

He testified that there was some standing water on the bridge deck. (Tr. 54) The standing water was due to vehicular traffic and it was a shallow **pool** that ran almost the entire length of the bridge deck, where vehicles had worn down the pavement into shallow ruts.

From all of the above it is possible to conjecture that Claimant hit a pothole and lost control of her car, or that she fell asleep at the wheel and woke up when she was already off the bridge, or that she skidded out of control on the wet pavement. Since the evidence falls short of proving how the accident occurred, it also falls short of proving any negligence on the part of Respondent with reference to causing the accident.

Claimant cites *Manos v. State, 30* Ill. Ct. Cl. 639, as being on point. *Manos* would possibly be on point if Claimant had proved that she struck a pothole. In *Manos,* an eyewitness testified that "when decedent struck one of the chuckholes, his car went out of control and struck the utility pole * * *" This type of proof is absent from Claimant's case. In *Moldenthauer v. State, 32* Ill. Ct. Cl. 514, also cited **by** Claimant, Claimant Moldenthauer testified that she struck a pothole, went **off** the road, came back and struck a second pothole.

Claimant has failed to meet her burden of proof.

It is therefore ordered that the claim be, and is hereby, dismissed with prejudice.

(No. **83-CC-0041—Claimant awarded** $85,000.00.)

KENNETH TIVADOR, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed November* 2,1987.**

PAUL B. EPISCOPE, for Claimant.

NEIL F. HARTIGAN, Attorney General (**JAMES** A. **TYSON,** Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*Claimant is bound by testimony of his witnesses.* In an action for personal injuries, a Claimant is bound by the testimony of his witnesses and the case he presents.

HIGHWAYS—testimony of Claimant's witnesses negated issue* of *State's failure to properly sign road. Where a Claimant was injured in an automobile accident allegedly caused by the State's failure to properly sign a curved road, the testimony of the Claimant's occurrence witness, the driver of the car, negated the issue of proper signing, since the witness testified that although he did not see the warning sign, he saw the curve and how sharp it was, and slowed down as he entered the curve, thereby establishing that the failure to have two warning signs instead of one, and the lack of delineating chevrons, were not factors in causing the driver to go onto the shoulder.

SAME—State negligent in maintaining shoulder of highway. Where there was expert testimony that the State had notice that the shoulder of a highway constituted a six-inch drop-off and that there were ruts 16 to 17 inches wide and over six feet long, and it was shown that the condition had existed for a substantial period of time, the evidence was sufficient that the State was negligent in failing to properly maintain the road and in failing to erect signs warning of the low shoulder.

SAME—*State's negligent maintenance* of *roadway need not be only cause of injury to be proximate cause,* In an action for injuries due to the State's failure to properly maintain a roadway, the State's negligence may be the proximate cause without being the only cause of the injuries, since the State's negligence may be sufficient if it concurs with some other cause acting at the same time, which in combination, causes the injury.

SAME—*low shoulder on curve—automobile accident—failure to maintain was proximate cause.* The State's failure to properly maintain the shoulder of a frontage road was the proximate cause of the accident which resulted in the Claimant's paralysis, notwithstanding the fact that the negligence of the driver of the vehicle in which the Claimant was a passenger was a concurrent proximate cause, since the Claimant's injuries were at least in part proximately caused by the dangerous condition of the shoulder.

CONTRIBUTORY *NEGLIGENCE—negligent maintenance of roadway—contributory negligence not established.* In an action for the injuries sustained when an automobile in which the Claimant was riding went onto an improperly maintained shoulder on a frontage road, the evidence failed to establish that the Claimant was guilty of contributory negligence even though the driver and another passenger may have been engaged in an escape from an attempt to steal gasoline through the use of a stolen credit card at the time of the accident, since there was no proof that the Claimant was part of that criminal enterprise.

DAMAGES—improperly maintained shoulder of roadway—automobile accident—paralysis—amount recovered* in *civil action deducted from maximum award. Where a Claimant recovered $15,000 in a civil action against the driver of the vehicle in which the Claimant was injured due in part to an improperly maintained shoulder, the recovery in the civil suit was

deducted from the maximum award of $100,000 allowed in the Court of Claims.

EVIDENCE—driver's guilty plea to traffic offense and criminal conviction properly admitted. In an action for the injuries sustained when the automobile in which the Claimant was riding drove onto an improperly maintained shoulder, the trial court properly allowed the State to offer proof that the driver of the vehicle had pleaded guilty to improper lane usage and was convicted of theft of gasoline based on an incident which occurred just prior to the accident, since that evidence was intended to impeach the driver's testimony and related to his honesty.

SAME—***treatise concerning highway signs properly excluded from evidence.*** A Claimant's offer of a treatise on highway signs in support of the testimony of the Claimant's expert on the need for chevrons to delineate a curve was properly refused on the grounds that the treatise was hearsay.

SAME—admission of treatise on highway safety properly denied—hearsay.

RAUCCI, J.

INTRODUCTION

This is a claim for damages for personal injuries sustained by Claimant on July 9, 1981, while he was riding as a passenger in the backseat of a 1973 Oldsmobile automobile. As the automobile was entering a double reverse curve, the right front wheel dropped off the roadway onto the right shoulder, and bounced through a series of potholes at the edge of the pavement, the potholes being up to six inches in depth, 16 to 17 inches in width, and six feet in length. When the car dropped off the pavement and started hitting the bumps, Claimant's head was thrown forward. When the driver brought the car 'back onto the pavement, Claimant's head snapped backwards, rendering him paralyzed. The driver lost control of the car, skidded through the curve, and went off the left side of the road.

FACTS

On July 9, 1981, 'Claimant was 20 years old. He

worked in a factory and shared an apartment in Downers Grove, Illinois, with Michael Manion, a fellow worker. At the time of the accident he worked a shift from 4:30 p.m. to 12:15 a.m. At the end of the shift on the day in question, another fellow worker, Neal Rauch, drove Claimant and Manion to their apartment. After talking together for two or three hours, Rauch, Manion, and someone named Dave went swimming in a park district pool to which Dave had the keys. Claimant remained in the apartment. Around 5:30 a.m., the three returned to Claimant's apartment. Manion agreed to pay for breakfast and to buy gas if Rauch would use his car to take them to breakfast. Dave did not want to go, so Rauch, Manion, and Claimant left for breakfast in Rauch's car. Claimant sat in the backseat and Manion sat in the front passenger's seat.

Rauch stopped for gas at the Union 76 gas station in Bolingbrook at the intersection of State Route 53 and Frontage Road along 1-55.

Rauch testified in his evidence deposition that when they pulled into the gas station Manion gave a credit card to the attendant and told him to fill up the car. After the attendant filled the tank he took the card into the station. He then motioned for Manion to come inside. Manion got out of the front passenger's seat and went into the station. He then came out of the station, got back in the car, and said to Rauch, "Let's go." Rauch assumed Manion had paid for the gas. On attempting to leave the gas station, he first drove in a direction in which the exit was blocked, but turned around and found the exit to Frontage Road. He testified that at that point he was going about 15 miles per hour, and that there had been no commotion or disturbance at the gas station.

Claimant's evidence deposition as to events at the gas station was much the same as that of Rauch. He testified that all he could remember was Mike Manion getting out of the car to pay for the gas, and getting back into the car and saying, "Let's go." He testified that there was no commotion or disturbance at the gas station.

Lawrence L. Rouceville, an employee at the gas station and a witness for Respondent, gave a different version of events at the station. He testified that the car came up to the self service island and that a man six feet tall with shoulder-length blond hair filled up the car. He got a credit card from somebody in the car and gave it to the witness. The witness took the card into the gas station where another employee wrote up credit card purchases and checked **to** see if the card was stolen. **A** check revealed that the card was stolen. The employee in the station told the witness to detain the car. The witness went back out and told the man who gave him the card that the card was being checked.

"I came outside, and he said, 'Well, I can pay for it in cash. Can I have the card back?' He was real nervous.

I said, 'Well, you know, it will take just a little longer. Can you wait? He said, 'Okay. I will go back to the car and get the money. Could you give me back the card?'

'Well,' I said, 'whatever.' So, he got in the car. As soon as they got in the car, they spun out and took off towards the parking lot."

The exit towards which they were driving was blocked, so the driver turned around, "* * * came back and went on to Frontage Road really fast." The witness watched the car travelling east on Frontage Road for 200 to 250 yards. In his opinion the car was going 40 miles per hour when it left the gas station and failed to stop at the stop sign for Frontage Road, and was going 65 to 70 miles per hour when he last saw it.

On cross-examination the witness testified that

when the man who gave him the credit card got back into the car he got into the right front passenger's seat. He also stated that he had no dealings with the passenger in the back seat (Claimant), nor the driver (Rauch), but only the blond-haired passenger who was six feet tall (Manion).

Continuing chronologically, we return to the testimony of Rauch. Rauch testified that as he drove east on Frontage Road he came to an S-curve. He had been traveling around 45 to 50 miles per hour. He saw the curve and slowed down immediately.

"A. **Well I saw the curve coming up ahead,** so **I slowed down immediately."**

As he entered the curve he was going approximately **30** to **35** miles an hour.

"Q. **Before you got into the curve, can you estimate for us how fast you were going?**

A. **When I was going into the curve?**

Q. **Just as you got to the curve, just before you started to turn.**

A. **I would say approximately** 30, 35 **miles an hour."**

According to Rauch's testimony he was therefore travelling at the speed of the warning sign posted shortly before the entrance to the curve specifying a speed of **30** miles per hour, although he testified that he did not remember seeing this sign the morning of the accident.

Going into the curve his right front wheel dropped off the pavement to a depth of about six inches. None of the other wheels went off the road. He tried to get back onto the road. When he got back onto the road he applied his brakes, skidded and went into a culvert on the opposite side of the road. The car ultimately hit a barbed wire fence.

He and Manion got out of the car but Claimant could not move. A small car drove up and Manion and the driver of the car put Claimant in the car and took

him to the hospital. About 10 to 15 minutes later a police car arrived and the officers handcuffed Rauch.

After the accident, but before the police arrived, Manion told Rauch he had used a bad credit card.

After the accident, the right front tire was flat.

In his evidence deposition Rauch attributed his right front wheel going off the road to the curve being sharp. Also, he stated, "I was a little confused on which way to go."

On cross-examination he testified that he was going 50 miles an hour on Frontage Road, he thought that was the speed limit, the road was flat, curvy, visibility good, and the pavement dry. He testified that the scene of the accident was about a mile or mile-and-a-half from the gas station.

On direct examination he had testified: "Well, I saw the curve coming up ahead, so I slowed down immediately."

Under the State's cross-examination, he modified this statement by saying that he did not see the curve until he was past the curve sign, and he marked a tree on Claimant's photograph **4** showing where he first noticed the curve. He reiterated that going into the curve his speed was **30** to 35 miles per hour, but admitted that in a recorded telephone statement he had said that he was doing 50 miles per hour when entering the curve. He stated that he did not see the double reverse curve sign with its advisory speed limit, but had no trouble seeing the roadway as he approached the curve, the sun was not in his eyes, and he had no trouble seeing the outer edge of the pavement. He was charged and handcuffed for taking the gas. He pleaded guilty to improper lane usage and proof was made that he was convicted in the

circuit court of Will County, Illinois, on theft of gasoline. During the course of the trial, Claimant moved to strike the portions of the evidence deposition pertaining to Rauch's ticketing for improper lane usage and conviction for theft of gasoline. By order dated September 19, 1984, our Commissioner ruled that cross-examination of the witness as to whether he had been given a traffic ticket at the scene of the accident was proper because the witness admitted he had pleaded guilty. Our Commissioner further ruled that proof of conviction of theft of gasoline was admissible because the offense involved dishonesty

On re-direct examination the witness explained that as he approached the curve he was going 50, but when he entered it he was going **30** to **35.**

In his deposition, Claimant testified that as they were driving east on Frontage Road he had no impression or feeling that it was being driven at an exceptionally high rate of speed. Rauch seemed to be in control of the vehicle. They came to a curve, and as they went into the curve, "the right front end of the car dropped down off the side of the road." No part of the rear of the car appeared to drop down. The car started to bounce around. The driver struggled with the car, brought it back up onto the road, and the car then went all the way across the highway into a ditch.

The witness described the breaking of his neck as follows:

"Q. **What happened to you in the back seat, if anything, when the—when you felt this bouncing in the right front?**

A. I was thrown forward, and then when we got back on the road, I was thrown back, and I felt my neck snap, and that's when I felt the bad pain through the back of my head and I was left without moving anything after the car was stopped.

Q. Did you lose consciousness?

A. No.

Q. At what point did you feel yourself thrown forward?

A. Hight about when we started hitting the bumps, I was thrown forward.

Q. And at what point were you thrown backwards?

A. When we started swinging back on to the road.

Q. At what point did you feel the pain in your neck that you described earlier?

A. Right about that time.

Q. When you went backwards?

A. Yes.

Q. Can you describe the pain that you felt in your neck?

A. It was just a sharp, shooting, burning pain.

Q. Did you feel pain anywhere else.

A. No.

Q. Were you thrown out of the car at all?

A. No.

Q. Did you strike your head on any part of the car?

A. The driver's door.

Q. Which part of your head did you strike?

A. Probably the back of my head.

Q. Was that—when did you strike that?

A. When the car stopped.

Q. And was that before or after you'd felt your neck snap?

A. It was after.

Q. When the car finally stopped, where was it?

A. It was in a ditch across the highway."

When the car came to rest, Claimant could move his head and talk, but other than that he was totally paralyzed.

ISSUES

I. WAS THE STATE OF ILLINOIS NEGLIGENT?

Claimant's allegations of the State's negligence fell into three broad categories: failure to sign the road properly, failure to maintain it properly, and failure to warn of the low shoulder.

Failure to Sign the Road Properly

Robert L. Lippman, a civil engineer, testified as an expert on behalf of Claimant that because the speed limit on Frontage Road was 55 miles per hour, in addition to the reverse curve sign with the 30-miles-per-hour advisory, located 375 feet away from the point of curvature, there should have been placed 600 or 700 feet in advance of the point of curvature another sign stating "curve ahead." In addition, chevrons should have been located along the outside of the curve to delineate the curve. In other words, there was not sufficient advance warning of the curve and no positive guidance through the curve. He regarded the chevrons as particularly necessary because in addition to the curve the roadway presented to the driver an entrance to a weigh station and an exit from the weigh station.

We do not consider the signing of the road an issue because Claimant's occurrence witness, the driver of the car, testified clearly that even though he did not see the warning sign he saw the curve and entered it at a speed of 30 to 35 miles per hour. On cross-examination he testified that he had no trouble seeing the roadway as he approached the curve, that he had no trouble determining where the edge line of the outer lane was, that visibility was good, and that the sun was not in his eyes. Thus, the failure to have two warning signs instead of one, and the absence of delineating chevrons, were not factors in causing the witness to drive onto the shoulder. He did testify that the curve was sharp and that he "was a little confused on which way to go," but this does not amount to proving by the preponderance of the evidence that the State was negligent in its signing, or that such negligence was a proximate cause **of** the accident.

Claimant is bound by the testimony of his witnesses and the case he presents. There is no testimony by Claimant personally or by his witness Rauch that Rauch failed to see the curve and entered it at too fast a speed, thereby making the absence of signs and chevrons relevant. On the contrary, Rauch testified that he saw the curve and slowed down immediately.

"Well, I saw the curve coming up ahead, so I slowed down immediately."

On re-direct examination he took pains to explain that on approaching the curve he was going 50 miles per hour (five miles under the speed limit), and that on entering it he was only going 30 to 35. His definition of "approaching" and "entering" is worthy of reproduction in full:

"Q. What were you trying to say, but with reference to when you were going 50 miles per hour and when you had slowed?

A. Approaching the curve, coming out of the Union 76 Gas Station on the way on Frontage Road, that is approaching the curve. Entering the curve is when I am coming to the curve, when I saw the curve, when I saw how sharp it was, and when I had a good view of it, that is entering the curve.

Q. So, as you were approaching the curve, how fast were you going?

A. Approaching it, I was 50.

Q. But entering the curve, that is when you had slowed?

A. Right.

Q. But entering the curve, that is when you had slowed?

A. Right.

Q. To, I think you said, 30 to 35?

A. Right."

He tells us that he saw the curve, that he saw how sharp it was, that he had a good view of it, and that he slowed down to 30 to 35 miles per hour. He did not need two warning signs and chevrons.

Failure to Maintain the Road Properly

The negligence of the State, clearly shown by the

photographs introduced into evidence, and established in the testimony of the civil engineer, Lippman, and that of Lawrence T. Jahn, was in permitting a six-inch drop-off between the edge of the road and the shoulder.

Exhibits 16, 17 and 18 graphically show the dangerous nature of the drop-off.

The Claimant's expert testified in part as follows:

"Q. From your observation of the ruts as depicted in photograph number six, and those which are measured in photographs 16, 17 and 18, do you have an opinion as to whether this condition presented a hazard to motorists on this Frontage Road?

A. Yes, it did.

Q. What is your opinion?

A. The drop off was too sudden, too deep, and too many of them to safely drive with the advisory speed limit of 35 miles per hour or faster.

Q. What is the purpose of the shoulder on a road of this kind in an area of a curve?

A. Shoulder is to support the edge of the pavement, provide a place for disabled motorists to get off the road, provide partial safety release for motorists leaving the road, and intending to come back, provides a place to park, provides a temporary detour when maintenance is being done on the road.

Q. Is there any safety elements to shoulders on a curve of this kind?

A. Safety elements should it match the pavement?

Q. Yes.

A. Yes, it should match the pavement.

Q. Why should it match the pavement?

A. So, you won't cut a tire, trap a car or make it easier to get off the pavement.

Q. In your opinion, do you have an opinion as to whether a drop off of this kind on a concrete roadway is capable of causing tire damage to a motor vehicle?

A. Yes, it is.

Q. In what way?

A. If—you can cut the tire, and you can cause it to deflate by bending the rim, bouncing action from pothole to pothole can cause a lot, breaking a shock, cause damage to vehicles."

He testified that a six-inch drop-off was hazardous, that it could cause damage to the tires and the vehicle

and cause the driver to lose control. The ruts along the edge of the pavement, in addition to being up to six inches deep, were 16 to 17 inches wide, and over six feet long.

He estimated that the shoulder had not been repaired since the spring of that year or the year before, and that the ruts, themselves, had been there at least since the spring of that year or the year before. He stated that it took a long time for traffic to make such big holes. He testified that the drop-off was extrahazardous, more so than anyone would expect. This testimony plus that of the Department of Transportation foreman established the element of notice.

Under cross-examination by the Attorney General, Mr. Lippman testified that according to Illinois standards, "the shoulder matches a pavement and slopes out at a half inch per foot from the road."

"**A.** It has to be stabilized and level *to* the road."

He further testified that the ruts in question took at least six months to form, possibly longer.

He testified that he would not want to drive through the curve at any speed in excess of 35 miles per hour and that if Rauch had been travelling in excess of 60 miles per hour he would have gone off on the right hand side of the road.

"the fact that he kept on the road except for one tire means that he just barely missed it * * * So, he was going **slow** at the time."

Lawrence Jahn, a maintenance foreman for the Illinois Department of Transportation, whose maintenance area covered the road in the vicinity of the accident, testified that it was a regular occurrence for the shoulder to be in the condition shown in Claimant's photographs. Semitrailers parking on the shoulder or

otherwise using the shoulder to enter or exit the weigh station tore it up regularly. He testified that gravel was used to fill the ruts, but he could not remember when bituminous material was last used.

Failure to Warn of the Low Shoulder

The State had ample notice that semi-trucks going off the road pushed the gravel away from the edge of the road on an on-going basis. The State was negligent in not putting up barricades when the situation so demanded, or at least in not putting up signs warning drivers of the low shoulder.

11. WAS THE NEGLIGENCE OF THE STATE A PROXIMATE CAUSE OF CLAIMANT'S INJURIES?

For the negligence of the State in failing to properly maintain Frontage Road (or in failing to warn of the low shoulder) to be a proximate cause of Claimant's injuries, such negligence need not be the only cause. It is sufficient if it concurs with some other cause acting at the same time, which in combination, causes the injury.

The failure of Rauch to negotiate the curve was a proximate cause of Claimant's injuries. But when Rauch went off the road, if the shoulder had not been in such a severe condition of disrepair, Claimant would not have suffered the particular injuries he did. If the shoulder had been level with the highway he might have been injured, or he might not have been injured at all. But as a proximate result of the six-inch drop-off, his head was thrust forward, and then thrust backward, resulting in his paralysis. Thus, it can be said that the drop-off was at least one proximate cause of Claimant's injuries.

Peterson v. State (1984), ***37*** Ill. Ct. Cl. **104,** is a case in this Court involving a drop-off of three to six inches.

The driver of the vehicle, Claimant's deceased, was guilty of contributory negligence, but the Court held:

"Given the fact that the events surrounding the accident are consistent with the phenomenon known as tire nibbling, and given the testimony that indicated that there was a three to six inch drop-off along the shoulder, we believe that more likely than not the accident was at least in part proximately caused by the fact that decedent tried to bring his car back onto the road at a point which had a drop-off contrary to recognized safety standards. It is further undisputed that there were no signs warning the decedent of the dangerous condition."

The State's negligence was a proximate cause of Claimant's injuries.

III. WAS CLAIMANT CONTRIBUTORILY NEGLIGENT?

Claimant was a passenger in the back seat and was in no way guilty of contributory negligence. There was no proof that he was engaged in some kind of joint enterprise, criminal or otherwise, with Rauch and Manion so that he could be charged with Rauch's driving. Regardless of whether Rauch gave the credit card to Manion to give to the attendant, or whether Manion had the credit card in the first place, there are no facts in the record (contrary to Respondent's allegations in its brief) that "claimant was a party to an attempt to steal gasoline through the use of a stolen credit card." Wherever the guilt might lie between Rauch and Manion with respect to the use of the stolen credit card, there is no evidence that Claimant had anything to do with the matter. Respondent presents the picture of Rauch fleeing from the scene of a crime at a high rate of speed to make it appear that Rauch's driving was the sole proximate cause of the accident. But, as discussed before, Claimant would not have sustained the specific injuries he suffered had the car not dropped into ruts six inches lower than the edge of the pavement, thereby

snapping Claimant's neck, and the expert testimony indicates that the speed of the car was "slow at the time."

IV. MEASURE OF DAMAGES

Claimant's injuries, as appear on the face of the record, would give rise to an award of damages far in excess of $100,000.00. Subtracting the sum of $15,000.00 which he received as a consequence of a circuit court suit against Rauch, Claimant is still left with more than $100,000.00 in damages. We are required, however, to deduct the $15,000.00 from the $100,000.00 maximum award.

V. COMMISSIONER'S RULINGS

Permitting Respondent to offer proof of Rauch pleading guilty to improper lane usage and being convicted of theft of gasoline. The evidence was properly admitted since it intended to impeach Rauch's testimony and related to his honesty.

Refusal to admit into evidence Claimant's exhibit 25. During the course of the direct examination of Claimant's expert, Claimant sought to introduce into evidence as his exhibit 25, a treatise entitled **A *User's Guide to Positive Guidance,*** (2d edition), sponsored by the U.S. Department of Transportation Federal Highway Administration. Claimant offered this document in support of the testimony given by the witness as to the need for chevrons to delineate the curve.

The Commissioner refused to admit the document into evidence, on the grounds that it was hearsay:

"#65.40. **Treatises, Scientific Works, etc. A scientific treatise, whether it be on medicine or any other subject, is hearsay and is inadmissible as proof of the statements it contains.** ***Walski v. Tisenga*** **(1978) 72 Ill. 2d 249, 21 Ill. Dec. 201, 381 N.E.2d 279. Under some circumstances it may be used to cross-examine an expert witness. SEE 39.5. Also, it may contain tables and similar**

information that is admissible under a separate exception to the hearsay rule. See #66.18. It map also contain information that may be judicially noticed." ***Trial Handbook* for *Lawyers*, Fifth Edition, Robert S. Hunter, at pages 907, 908.**

The Commissioner properly refused to admit the exhibit.

Refusal to admit into evidence Claimant's exhibit 26. During the course of his cross-examination of Joseph J. Kostur, district safety and claims manager for District **1** of the Division of Highways of the Department of Transportation, Claimant sought to introduce into evidence Claimant's exhibit **26.** This is a treatise published by the U.S. Department of Transportation entitled ***Maintenance and Highway Safety Handbook.*** The hearsay objection applies.

Refusal to admit into evidence Claimant's exhibit 27. During the course of his cross-examination of witness Kostur, Claimant sought to introduce into evidence portions of the ***Standard Specifications for Road and Bridge Construction.*** The Commissioner rejected it for the reason that it applied to road construction and not to road maintenance. In light of our holding on the merits, this issue need not be considered.

It is ordered, adjudged and decreed that Claimant is awarded *$85,000.00* in full and complete satisfaction of this claim.

(No. 83-CC-0059—Claim dismissed.)

KATHRYN DANIELS, Claimant, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Opinion filed March 10,1988.

HEILIGENSTEIN & BADGLEY, for Claimant.

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

PRACTICE AND PROCEDURE—*section 2—1110 motion—trier of fact must weigh evidence.* When a respondent moves for judgment at the close of a Claimant's case pursuant to section 2—1110 of the Code of Civil Procedure, the trier of fact must weigh the evidence, and in a nonjury matter such a motion submits the whole case to the trier of fact for a determination on the merits.

NEGLIGENCE—Visitor at correctional center injured—door closed on hand—negligence not established—claim denied. A claim for the injuries sustained by a Claimant when a door at a correctional center she was visiting closed on her hand was dismissed where the Claimant was unable to present any evidence supporting her allegations that the State failed to properly maintain, inspect or operate the door, especially where the record showed that the State had no control over the opening and closing of the door, and there was no evidence as to how the door was defective.

SAME—correctional center visitor—door closed on hand—res ipsa loquitur not applicable. The doctrine of ***res ipsa loquitur*** was not applicable to a claim arising from the injuries sustained when a door closed on the hand of a visitor at a State correctional center, since the door was solely operated by the Claimant, and there was no evidence that it was under the State's exclusive control at the time it closed on her hand.

MONTANA, C.J.

Claimant, Kathryn Daniels, brought this action for personal injuries she sustained while she and her husband were visiting their son, Lawrence Daniels, who was an inmate at the Centralia Correctional Facility. In her complaint, as ultimately amended, she alleged she was entering through an electrically operated door of the facility when the door "suddenly and without warning started to close." She further alleged that her right hand was either stuck in or caught by the door, as a result of which she was injured. She asserts negligence on the part of the Respondent on the grounds that its employees negligently acted in one or more of the

following respects: they allowed the door to become and remain in a dangerous condition so that it might suddenly start to close on its own power, they failed to stop the door from closing although they knew or should have known that Claimant was attempting to use the door and would be injured if the movement of the door were not stopped, they failed to maintain the door in a proper and safe condition, they failed to repair the door although they knew or should have known of the unsafe condition of the door, they started to close the door or permitted it to close while Claimant was passing through the doorway, and they failed to properly inspect the door so as to discover the existence of a hazardous and dangerous condition. Significantly, the alleged hazardous or unsafe condition was never described.

A hearing for this matter was held on July 29, 1987, before Commissioner Robert Hillebrand. At the close of the presentation of Claimant's evidence, Respondent moved for judgment in Respondent's favor pursuant to section 2—1110 of the Code of Civil Procedure (Ill. Rev. Stat. 1985, ch. 110, par. 2—1110). Section 2—1110 requires that the trier of fact weigh the evidence when Respondent moves for a finding in its favor at the close of Claimant's case. Such a motion in a nonjury matter submits the whole case to the trier of fact for determination on the merits. (*Banks v. Gregory* (1959), 16 Ill. 2d 227, 157 N.E.2d 12.) Commissioner Hillebrand indicated to the parties that judgment should be entered for Respondent because Claimant had failed to prove her case. The Commissioner thereafter filed his report with the Court.

In a letter dated October 12, 1987, the Commissioner informed Claimant's attorney that in spite of his ruling, it was still Claimant's obligation to have a transcript of the hearing prepared and filed with the

clerk of the Court of Claims, if Claimant wanted the Court to review the hearing record and reject the Commissioner's recommendation that judgment be entered for Respondent. The Commissioner also informed Claimant's attorney that if the Commissioner was not notified within **14** days of the receipt of the letter of Claimant's intentions regarding the filing of a transcript, it would be assumed that Claimant did not intend to file a transcript and the Court would make a ruling based upon his recommendation and upon the existing record. A transcript has not been filed and neither party has filed a brief.

According to the Commissioner's report Claimant gave the following testimony at the hearing. She and her husband went to visit their son at the correctional facility on October 18,1981.They were escorted by Sgt. Ford of the Department of Corrections into the visitors area of the correctional facility. They waited for a couple in front of them to pass through the doorway and then went through the door where the Claimant was injured in what she described several times as a "freak accident." In an effort to describe how the accident occurred, Claimant testified to several different events. First she said that, when a buzzer sounded, the door opened by having two doors retract by sliding into or along the walls next to the doors and thereby opening in the middle. She said her finger got shut in between these doors. When pressed on this further by her attorney, she then said she believed that only one door swung open on hinges to the right. After being questioned on both direct and cross-examination, Claimant said she simply did not remember how the door opened, nor could she remember through which door she was passing. She also insisted that she could not remember exactly how her hand was caught in the door or in what part of the door.

She believes she was simply walking through the doorway with her hand at her side when it somehow was caught. She denied seeing her hand in the door at any time, but rather simply remembered feeling pain and quickly retracting her hand. She then testified at some length about her medical treatment and the nature and extent of her injury.

The Commissioner's report states that Jessie Daniels, Claimant's husband, testified as follows. He and his wife were visiting their son at the correctional facility along with their son's fiancee and three of their son's children. Mr. Daniels identified from the departmental report a sketch which had been made of the gate house through which all of them had first entered the grounds of the facility. He was able further to identify without qualification that the door where his wife was injured was the door that passed from the gate house into the interior courtyard of the facility. Visitors had to walk through that courtyard to reach the administrative building of the facility, which houses the visiting area. Two photographs of this door were clearly identified by Mr. Daniels. The door is a single door which swings on a hinge on the right side out and away from the interior of the gate house and into the courtyard. It has a glass window in the middle and is surrounded by a frame. On the inside left side of the door is a plain metal plate which is pushed by the person using the door to open the door out of the gate house and into the courtyard. On the outer, courtyard side of the door is a single handle which must be pulled to open the door by a person entering the gate house from the courtyard. The door is electrically locked and unlocked by a guard in the gate house. However, the door will not open or close electrically; only the locking mechanism is operated electrically. The door can only be opened by the manual action of the person

pushing or pulling the door. After the door has been opened and is no longer being held in an open position, it is brought back to the closed position by a pneumatically operated return mechanism attached to the top of the door.

The Commissioner's report further states that Mr. Daniels initially testified that his wife was holding the door open when the wind in the courtyard pushed the door closed against her hand. However, he admitted he had never felt or experienced the wind push the door, but only assumed that was a possibility of how the door had been closed on his wife's hand. **He** further admitted that he did not see the door close on his wife or on her hand. He testified that his wife opened the door and stepped through the doorway and held the door open for him and the rest of the persons in his party to pass through. He was first made aware of a problem when he heard his wife yell in pain. He turned around and saw his wife holding her hand.

According to the Commissioner, although Claimant was considerably confused as to what kind of door injured her and how the injury occurred, Mr. Daniels quite clearly identified the door and what occurred at the time of the injury. Unfortunately, he could not testify as to what happened to cause Claimant's hand to be injured, as he did not actually see this occur. The most he could say was that he had been told by an officer on duty that the door needed to be fixed and that the officer knew someone was going to get hurt. However, Claimant presented no evidence as to what kind of repair was needed, what mechanism or portion of the door needed repair or what specifically was meant by the statement of the officer. The departmental report placed into evidence pursuant to Rule **14** clearly states

that there is no evidence of disrepair or faulty operation. No other evidence or testimony was presented by Claimant in regards to liability.

Based on the record before us, we find that Claimant has been unable to present any evidence to support her specific allegations of negligence. It appears that Respondent had no control over the opening and closing of the door and thus had no independent operation to control the closing of the door on Claimant's hand. We further find that although it has not been pleaded, there is no evidence to allow the claim to proceed on the theory ***res ipsa loquitur.*** At the very least, Claimant must show that the instrumentality which injured her was under the exclusive control of Respondent and not under her control in any way. Since Claimant was the only person operating the door, the ***res ipsa*** theory does not apply to her claim.

Wherefore it is hereby ordered that Respondent's motion for judgment be, and is, hereby granted and that this claim be, and is, accordingly dismissed.

(No. 83-CC-1840—Claim **dismissed.)**

CALVIN COTNER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 11, 1987.

Order on denial of rehearing filed November 2, 1987.

KOMESSAR, WINTROUB & CIRIGNANI (MARK KOMESSAR, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (RALANDA WEBB, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—state not insurer of users of highways. The State of Illinois is only required to maintain its roads and highways in a reasonably safe condition, since the State is not an insurer of the safety of the user of the highways, and the burden is on a Claimant to show that the State had actual or constructive notice of a defect that may have caused an injury.

SAME—State must be shown to have had notice of defect in highway. The simple fact that a highway was defective is insufficient to establish, by itself, that the State was negligent with regard to the defect, since the State must be shown to have had actual or constructive notice of the defect as a condition of being held liable.

SAME—motorcycle accident—bump in roadway—constructive notice not established—claim dismissed. Where a motorcyclist was injured when his vehicle crashed after hitting a bump in a roadway, the claim based on the injuries was dismissed, even though a companion cyclist testified about hitting the same bump a year earlier, since that testimony was insufficient to establish that the State had constructive notice of the **bump** in view of the evidence indicating that the State had investigated the roadway four months before the accident without observing any defects, no complaints had been received about that area of roadway, and the record showed that the Claimant's accident was the only reported accident in that area.

OPINION

RAUCCI, J.

This matter is a tort action arising out of an accident on June **22,** 1987, wherein the Claimant was riding a motorcycle at 31st Street and Brainard Avenue in LaGrange Park, Illinois, when he allegedly went over a bump and went out of control, falling to the pavement and receiving severe injuries.

The issue is whether the State had constructive notice by reason of a companion cyclist, who stated a year earlier he went over the same bump and it jarred his tape player so that the tape fell to the ground.

Mike Lavelle, the companion cyclist, testified the bump was six inches high and that he never complained about the bump and never notified the Illinois

Department of Transportation. Police officer William Boalwag, the investigating officer, estimated the bump was approximately four inches high. The Claimant's father measured the bump at 4¾ inches high. The Department of Transportation field technician estimated the height as between 1½ to 3 inches.

V. Cigunelis, a field maintenance technician, testified that he made yearly visual inspection and did not see such a bump. No deficiency was discovered or reported on 31st Street in his February 1982 inspection. There were no notifications by police departments, no public complaints, and no agencies' employees reported any deficiency.

The State is not an insurer of the safety of users of highways. As pointed out by Respondent, the State need only maintain its roads in a reasonably safe condition. (*Laine v. State* (1977), 32 Ill. Ct. Cl. 10, 14-15.) The burden is upon Claimant to show that the State had actual or constructive notice of defects that cause injuries. (*Norman v. State* (1982), 35 Ill. Ct. Cl. 693, 695.) "The mere fact that a defective condition existed if, in fact, it did exist, is not in and by itself sufficient to constitute an act of negligence on the part of the Respondent." *Palmer v. Northern Illinois University* (1964), 25 Ill. Ct. Cl. 1.

In the instant case, the State conducted an investigation of the affected roadway four months before the accident. No defect was observed. No complaints were received. According to the record, this case represents the only reported accident at this area of roadway.

The testimony of Lavelle is insufficient to charge Respondent with notice of the defect in the road. He

testified that he hit the "same" bump one year earlier. He was operating his motorcycle at a speed of 40 to 45 miles per hour and did not lose control of his cycle. After his tape fell to the street, his examination of the bump consisted of taking "kind of a glance at it." Under all the circumstances of this case, the testimony of Lavelle is insufficient to show constructive notice on the State.

It is therefore ordered that the claim be, and hereby is dismissed, with prejudice.

ORDER ON DENIAL OF REHEARING

RAUCCI, J.

This cause coming on to be heard on the Claimant's petition for rehearing, the Court being fully advised in the premises, it is hereby ordered that the Claimant's petition for rehearing is denied.

(No. **83-CC-2254—Claim dismissed.)**

MEMORIAL MEDICAL CENTER, Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

Opinion filed February 4,1988.

DONALD M. CRAVEN, for Claimant.

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

PRACTICE AND PROCEDURE—contents of Department of Public Aid report—prima facie evidence. For **purposes of a claim for services rendered under the Medical Assistance Program administered by the Illinois Department of Public Aid, Rule 14 of the Rules of the Court** of **Claims provides that the contents of the report of the Department concerning the claim are *prima facie* evidence.**

PUBLIC AID CODE—*payment* for abortion-related services is subject to restrictions. Section **5–5** of the Public Aid Code excludes payment for abortion-related services unless the request for payment is accompanied by a written statement from the physician indicating the procedures used and the opinion that the procedures were necessary for the preservation of the life of the woman seeking the treatment.

SAME—Vendors must accurately report their services. In order to avoid the risk of losing Federal financial participation in the Medical Assistance Program administered by the Illinois Department of Public Aid, the Department is obligated to require the vendors of medical services to accurately and consistently report their services.

LIMITATIONS—Medical Assistance Program—vendor's claim untimely. The claim of a vendor of medical services under the Medical Assistance Program administered by the Illinois Department of Public Aid was untimely and forever barred where the claim was filed more than one year after the date of the Department's written notification that the vendor's claim was disallowed.

PUBLIC AID CODE—*abortion-related* services—claim dismissed—untimely. Summary judgment was granted the State as to a medical vendor's claim for the abortion-related services rendered under the Medical Assistance Program administered by the Illinois Department of Public Aid, since the claim was untimely in that it was filed more than one year after the date of the Department's written notification that the vendor's invoice was being disallowed, and in addition to being untimely, the claim was not documented according to the requirements of section 5–5 of the Public Aid Code.

POCH, J.

Respondent has moved for summary judgment on this vendor-payment claim, filed under the provisions of section **11—13** of the Public Aid Code (Ill. Rev. Stat. **1985,** ch. **23,** par. **11—13),** on the ground that the documents submitted by Claimant, in support of its claim, fail to establish its compliance with applicable statutory law and related requirements. The Claimant having received due notice, the Court finds as follows:

Claimant hospital is seeking a vendor payment under the Medical Assistance Program (MAP) administered by the Illinois Department of Public Aid (IDPA). The questions presented for resolution are whether Claimant's services here related to an abortion per-

formed on its Medicaid-recipient patient, whether Claimant fully and accurately identified its medical services in invoicing them for IDPA's payment consideration, and whether Claimant had demonstrated its compliance with IDPA's requirements, as conditions precedent to its entitlement to payment for these services.

IDPA's report, the contents of which are ***prima facie*** evidence under Court Rule **14,** advises that Claimant submitted a single invoice, without any attached document, for these March **1982** services. IDPA notes that the information supplied by Claimant is inconsistent, in that its entries on the IDPA invoice-form are contradictory in describing the services which Claimant rendered to its patient. Although one coded entry on the invoice represents that no surgery was performed during the patient's inpatient stay, Claimant's ancillary-service entries include charges for operating room, recovery room and anesthesiology; and its "accommodation" entries describe this as a surgical stay. As disclosed in its invoice, Claimant's services included surgical services, and contrary to IDPA's invoice-preparation requirements, Claimant failed to identify the surgical procedure which was performed on the patient. Compare IDPA's requirements for invoice-reporting **of** services rendered, as discussed in ***Methodist Medical Center v. State*** **(1986), 38** Ill. Ct. Cl. **208,209-10.**

One of Claimant's invoice-entries identifies that surgery as an abortion, performed on Claimant's patient during the stay being invoiced. The invoiced charges were disallowed for payment by IDPA, on a voucher dated April **2, 1982.** The voucher notified Claimant that the disallowance resulted from Claimant's failure to submit an abortion certification form with its invoice.

The significance of Claimant's abortion-code entry is found in certain prohibitions, in State and Federal law, against IDPA's payment for abortion-related services. Section 5—5 of the PAC excludes such services from those types of medical treatment for which IDPA was authorized to pay. As of March 1982, when Claimant rendered the services here at issue, the General Assembly had directed that payment was to be authorized for:

> ° ° ° any other medical care, ° ° °, but not including abortions, or induced miscarriages or premature births, unless, in the opinion of a physician, such procedures are necessary for the preservation of the life of the woman seeking such treatment, or except an induced premature birth intended to produce a live viable child and such procedure is necessary for the health of the mother or her unborn child. (Ill. Rev. Stat. 1985, ch. 23, par. 5—5.)

In assessing the payment-entitlement of an invoice submitted under any exception to the above prohibition, IDPA is to require:

> ° ° ° that a written statement including the required opinion of a physician shall accompany any claim for reimbursement for abortions, induced .miscarriages or premature births. This statement shall indicate what procedures were used in providing such medical services. ***(Ibid.)***

Respondent has no authority to make payment unless the vendor's invoice for abortion-related services is documented in accordance with the requirements of section 5—5.

The U.S. Congress enacted legislation which has a similar prohibitive effect upon Respondent's payment for abortions for Medicaid recipients. The so-called Hyde amendments deny Federal Medicaid matching funds ("Federal financial participation," or FFP) for the States' costs of paying medical vendors for performing abortions, except under specified circumstances. See generally ***Harris v. McRae*** (1980), 448 U.S. 297, 100 S. Ct. 2671, 65 L. Ed. 2d 784; and see ***William v. Zbaraz*** (1980), 448 U.S. 358, 100 S. Ct. 2694, 65 L. Ed. 2d 831,

involving a constitutional challenge of section 5—5 of Illinois' PAC. The Hyde amendment exceptions would require a physician's written certification as to the patient's medical condition, similar in content to that required under section 5—5.

The Federal physician-certification requirements appear in sections **441.203** and **441.206,** of title **42,** Code of Federal Regulations; and are further explained in IDPA Rule **140.413** (89 Ill. Admin. Code **§140.413**). **A** hospital can comply with these State and Federal requirements by insuring that its invoice, submitted to IDPA, is accompanied by an abortion payment application **(DPA** form 2390), a form in which the physician certifies in his or her professional judgment that the named recipient's life would be endangered if her fetus were carried to term.

As noted, Claimant hospital's invoice listed inconsistent entries, and was deficient in its failure to identify the surgical procedure performed. No explanatory documents accompanied it. If these services ,were related to abortion surgery, then Claimant could have submitted a correctly prepared, "rebill" invoice, entering the code for the specific abortion procedure which was performed on the patient, and attaching a certification form (DPA **2390)** completed by her physician, describing the emergent circumstances which occasioned that particular procedure. If no abortion had been performed — and the initial invoice was incorrect in that respect, then Claimant's rebill-invoice could have corrected the erroneous entries and accurately identified the procedure which was in fact performed. In this case, however, Claimant failed to submit any rebill-invoice. IDPA reports receiving no rebill of these services, containing internally consistent entries and identifying the procedure which was performed. Claimant does not

allege that any such rebill was submitted, within the one-year period following the patient's stay, as required by subsection (d) of IDPA Rule **140.20,** and by **42** CFR **4447.45.** ***Good Samaritan Hospital v. State*** (1982), **35** Ill. Ct. Cl. **379;** ***Rock Zsland Franciscan Hospital v. State,*** 39 Ill. Ct. Cl. 100; and ***Riverside Medical Center v. State*** (1986), **39** Ill. Ct. Cl. **301.**

Respondent has attempted, through discovery, to seek Claimant's production of its records, including any abortion certification or other documents identifying the surgical procedure and showing whether Claimant had complied with applicable IDPA rule requirements. Claimant answered by admitting each allegation in Respondent's request for admission of facts, thereby representing that Claimant has no relevant documents to produce, other than those submitted with its complaint.

The Court finds that it can make no vendor-payment award in this matter. If IDPA is to administer its program in accordance with applicable requirements, then vendors must be expected to identify the medical services for which they are charging, by completing and documenting IDPA's invoice-forms in accordance with those requirements. It is apparent that Claimant failed to do so in this instance. As a result, neither Respondent nor the Court is able'to determine, from this record, what specific services Claimant has rendered and is seeking payment for.

IDPA is obligated to require that vendors report their services accurately and consistently, as a condition precedent to being paid for them; and the State risks a denial of Federal financial participation (FFP) in its MAP expenditures if IDPA fails to do so.

[W]e note 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 medical vendors must fully and correctly complete their invoice-forms being submitted for IDPA's payment consideration, so as properly to identify the services being invoiced and that correctly-prepared invoices be timely received by IDPA. *(Methodist Medical Center v. State* (1986), *38* Ill. Ct. Cl. 208,210.)

We find no occasion here to depart from our prior holdings and thereby risk jeopardizing Respondent's continuing entitlement to Federal matching funds for IDPA Medical Assistance Program expenditures.

Respondent also asserts that Claimant's cause of action for payment of these services had already been barred, under section **11—13** of the Public Aid Code (Ill. Rev. Stat. **1983,** ch. **23,** par. **11—13),** when this Court action was filed. IDPA's position is that the limitations bar of the Court of Claims Act deprives Claimant of the opportunity to seek payment for these services before this Court. Ill. Rev. Stat. **1985,** ch. **37,** par. **439.22.**

Under section **11—13,** a vendor's cause of action "accrued" upon IDPA's written notification that it was disallowing a vendor's "claim" (invoice). Here, Claimant's claim was disallowed on April **2, 1982.** The statute provided that vendors "shall commence their actions * * * within one year next after'' such accrual. In this instance, Claimant commenced its action, seeking to enforce payment of this patient account, on May **2,1983,** more than one year following accrual of its cause in respect to that account. We agree that this action was not timely filed, and thus that Claimant's cause as to this account had already been "forever barred from prosecution" under section **22** of the Court of Claims Act. Ill. Rev. Stat. **1985,** ch. **37, par. 439.22.**

It is therefore ordered that Respondent's motion for summary judgment on the complaint and underlying cause, based upon the grounds addressed above in this opinion, is hereby granted; judgment is entered against

the Claimant and in favor of the Respondent; and the claim is dismissed with prejudice.

(No. 83-CC-2496—Claim denied.)

THOMAS J. SNEED and **BARBARA A. SNEED,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

Order on motion to dismiss filed August 18,1983.

Order on rehearing filed September 7,1984.

Opinion filed March 15,1988.

Order on denial of rehearing filed May 13,1988.

THOMAS J. 'SNEED and **BARBARA A. SNEED,** ***pro*** **se,** for Claimants.

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

HIGHWAYS—***natural drainage—rights of servient owner.*** The owner of land which is servient to and provides natural drainage for the surface waters of higher lands may obtain an easement by prescription to free his land of the natural burden, and as to the surface water drainage, the owner of the servient land may, under certain circumstances reverse the natural benefit of the dominant land by constructing a levee or other barrier to the natural drainage.

SAME—highway construction—flooding damage—burden of proof not met—claim denied. Claimants suffered a crop loss and resulting damages to their truck-farm operation due to flooding allegedly caused by the disruption of the drainage near their property during the construction of a highway, but their claim for the loss was denied in view of the Claimants' failure to establish that the barrier the State allegedly failed to replace ever existed.

ORDER ON MOTION TO DISMISS

ROE, J.

This cause having come for consideration on the

Respondent's motion to dismiss and the Court being duly advised in the premises:

Finds, that the claim No. 83-CC-2496 is a duplicate of claim No. 81-CC-2195.

It is hereby ordered, that this cause be dismissed with prejudice.

ORDER ON REHEARING

ROE, J.

This cause comes on to be heard on the Claimant's petition for rehearing, it appearing that due notice has been given, and the Court being fully advised in the premises;

It is hereby ordered that our order of August 18, 1983, be, and hereby is, vacated and Respondent's motion to dismiss is hereby denied.

OPINION

POCH, J.

This claim is for crop loss due to flooding in the spring of 1983. Hearings were conducted before Commissioner Robert H. Rath. Both parties have filed their briefs and Commissioner Rath has duly filed his report.

This claim is a sequel to the claim of Claimants adjudicated in cause No. 81-CC-2195 before this Court in which Claimants were awarded damages. In this case, Claimants seek an award based on damages to their truck-farm operation in the flood of 1983 and involve similar, though not identical, issues as previously adjudicated.

Claimants contend that during the construction of

'Interstate 57 through Alexander County by the State of Illinois, Respondent removed dirt from a public roadway known as the Sears-Roebuck Road thereby permitting the drainage of water to flow upon and across the above-mentioned public roadway flooding their property and damaging fruit trees, wheat, a strawberry patch, onions and cabbage.

Claimants' main contention is that the State has failed to replace the Sears-Roebuck Road in the manner and condition that this road existed prior to the construction of Interstate 57, including the condition of culverts and water control flaps installed on culverts.

At the hearing in this case, Claimants testified that subsequent to the prior case the State attempted to replace the contour of the Sears-Roebuck Road but failed to "finish the job." Further, Claimants contend that the State failed to replace a water control "flap" on a culvert to impede the flow of water so that water would only run north to the point of the flap and not beyond so as to flood Claimants' property.

Claimants' theory necessarily asserts that the State is responsible for restoring the contours and impediments to the flow of water that existed prior to the State's construction of Interstate 57. Critical to the case of the Claimants is proof of the condition of the Sears-Roebuck Road prior to the construction of Interstate 57 including such culverts and water control flaps as may have existed at that time. In the previous case, Claimants succeeded in showing that a portion of the Sears-Roebuck Road had been removed which allowed water to flood Claimants' land. It is now agreed by Claimants and Respondent that Respondent has restored the Sears-Roebuck Road to its original condition in compliance with Claimants' complaint in the earlier case.

Respondent's agents testified that there is no record of culverts and water control flaps extant on the Sears-Roebuck Road prior to the construction of Interstate 57 comparable to those described by the Claimants. Topographic survey books predating the construction of Interstate 57 in 1965 and 1969 portray certain pipes and water control devices crossing under the Sears-Roebuck Road but show no water control flaps. Richard Brake, a district field engineer of Respondent, testified that such flaps would have been shown if they had existed. Although a 10-inch metal pipe was restored under the Sears-Roebuck Road, no water flow flap gate was installed because no records could be found to support the contention that such a flap ever existed.

Mr. Sneed testified at length concerning his theory of the directional flow of flood waters to and from his property, yet, he failed to demonstrate that Respondent has continued in its negligence which resulted in Claimants' first award in the preceding case. Claimants' theories of liability are insufficiently supported to justify the conclusion that Claimants have met their burden of proof with respect to liability in this case.

Numerous photographs, maps, diagrams and topographic studies admitted in evidence and discussed on the record failed to show or convince, by a preponderance of the evidence, that the State has failed to replace such impediments as may have existed prior to the construction of Interstate 57 or that it has contributed in any other way to Claimants' water control problem.

There is no question that an owner of land which, by reason of its elevation, is servient to, and provides natural drainage for, the surface waters of higher lands may, by prescription, obtain an easement to free his land

of the natural burden. As to surface water drainage, the owner of servient land may, by the construction of a levee or other barrier to natural drainage, reverse the natural benefit of dominant land and insist that water not be permitted to fall onto the owner's servient estate. *(Montgomery v. Downey* (1959), 17 Ill. 2d 451, 162 N.E.2d 6.) Critical to this proposition, however, is a showing of the condition or existence of the levee or other barrier to natural drainage which has existed by prescription and entitles the owner of the servient land to maintain the barrier. Claimants have failed to establish the condition or existence of the barrier with evidence sufficient to meet their burden of proof in this claim for damages against Respondent.

For the reasons stated above, it is the decision of the Court that this claim be, and hereby is, denied.

ORDER ON DENIAL OF REHEARING

Poch, J.

This court having considered the Claimants' request for rehearing as well, as the Respondent's reply and objection thereto, and being fully advised in the premises, finds that the Claimants have failed to set forth matters not previously considered by this Court pursuant to Supreme Court Rule 367 at 87 Ill. 2d R. 367. It is therefore ordered that Claimants' request for rehearing is denied.

(No. 84-CC-0510—Claim denied.)

SARA L. GILLMORE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 14, 1986.

Order on motion for rehearing filed August 5, 1987.

GREENBERG, JANSSEN & BECKER (JAY H. JANSSEN, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—State is not insurer of all accidents on its property. Although the State has a duty to maintain its property with reasonable care and to make its property reasonably safe, the State is not an insurer required to pay for all accidents that occur on its property.

SAME—fall on sidewalk—sidewalk not proved defective—claim denied. The Claimant was seriously injured when she fell on a sidewalk while attending graduation ceremonies at a State training center for prison guards, but her claim for the injuries was denied, since the evidence showed that the gap between the sidewalk and the ground was only one inch to 1½ inches, and she failed to prove that the sidewalk was defective or that the fall occurred as a result of stumbling on the sidewalk.

DAMAGES—maxim "defendants take plaintiffs as they find them" applies to damages, not standard of care.

PATCHETT, J.

This matter arises out of an accident which occurred on June 10, 1983, at approximately 10:00 a.m. The accident occurred at premises leased and maintained by the State of Illinois, located at 1301 Concordia Court, Springfield, Sangamon County, Illinois. These premises are leased and operated by the Illinois Department of Corrections as a training school for prison guards.

On the day in question, Sara L. Gillmore, the Claimant, was on the premises as an invitee to attend the graduation ceremony of the prison academy training center. While walking between buildings, the Claimant

fell to the ground and received substantial injuries. Upon a careful review of the transcript and the testimony adduced at the hearing by all of the witnesses for both the Claimant and the Respondent, we feel that the Claimant has not met her burden of proof by a preponderance of the evidence that she fell due to a defective sidewalk, or a sidewalk which was not reasonably safe for foot traffic. We have reviewed the evidence, looked at the photo which was admitted as evidence, and carefully examined the testimony of witnesses Shirley Ongman and John G. Smith. We find their testimony to be particularly persuasive as it applies to the failure of the Claimant to meet her burden of proof. Witness Shirley Ongman indicated that the Claimant fell when her foot hit the edge of the sidewalk. Witness John G. Smith was in charge of maintenance at the facility on the date of the accident. He testified that the drop-off between the sidewalk and the ground was approximately one inch (1″).

It is clear that the State is not an insurer required to pay for all accidents that occur on its property. It is only the duty of the State to maintain the sidewalks with reasonable care and to make them reasonably safe. In this case, the Claimant not only failed to show that the sidewalk was defective, but she further failed to show that the accident even occurred as a result of stumbling on the sidewalk. She may well have stumbled on the gap between the sidewalk and the ground. In addition, the testimony adduced at the hearing clearly established that the range of the gap, or unevenness of the concrete, was only one inch to one inch-and-a-half (1″-1½″). The Claimant simply failed to prove that the sidewalk was defective, and has further failed to prove by a preponderance of the evidence that the sidewalk was the actual cause of the injury.

Therefore, for all the reasons stated above, the claim of Sara L. Gillmore is denied.

ORDER ON REHEARING

PATCHETT, J.

This cause comes on for hearing upon the mo ion for rehearing filed herein by the Claimant. An opinion was filed in this Court on March **14,1986,** finding for the Respondent. Subsequently, the Claimant, through her attorney, filed for a rehearing. A rehearing was granted, and oral argument was heard before the entire Court.

The motion for rehearing and oral argument raised few, if any, new issues. The Claimant argued that the physical condition of the Claimant should be taken into consideration when establishing the standard of care owed by the Respondent to the Claimant. The Claimant cited no authority for this proposition.

We find that the old legal maxim "the Defendants take the Plaintiffs as they find them," applies to damages, and not the standard of care. We think that the State owed the same standard of reasonable care to this Claimant as it owed to the other people present on the premises on the day the accident occurred. Therefore, we enter this order reaffirming our earlier opinion finding for the Respondent and against the Claimant.

(No. 84-CC-0609—Claimant awarded $20,481.94.)

GREGORY WIEGERS, individually, and GREGORY WIEGERS for the benefit of Boilermakers National Health & Welfare Fund, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 4, 1988.

CARR, KOREIN, SCHLICHTER, KUNIN & MONTROY, for Claimant.

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

NEGLIGENCE—essence of doctrine of res ipsa loquitur. Under the doctrine of ***res ipsa loquitur,*** a rebuttable inference or presumption of negligence arises when an injury is caused by an instrumentality under the exclusive control of the party charged with negligence, and it is such as would not ordinarily happen if the party having control had used proper care.

SAME—purpose of doctrine of res ipsa loquitur. The purpose of the doctrine of ***res ipsa loquitur*** is to allow proof of evidence circumstantially when the direct evidence concerning the cause of an injury is primarily within a defendant's knowledge and control.

SAME—brakes failed on State road grader—Claimant's truck damaged—Claimant injured—res ipsa loquitur applicable. The doctrine of ***res ipsa loquitur*** was applicable to an accident in which the brakes on a State road grader failed and the road grader pushed another vehicle into the Claimant's pickup truck, notwithstanding the fact that mechanical failures may occur even when proper care is exercised, since the State failed to produce any evidence that proper care had been utilized in maintaining the road grader, thereby leaving unrebutted the presumption of negligence created by the doctrine.

DAMAGES—brakes failed on State road grader—Claimant injured—pickup truck damaged—claim allowed. Where a Claimant was injured and his pickup truck damaged when the brakes on a State road grader failed and the road grader pushed another vehicle into the Claimant's pickup truck, the Claimant was allowed the recovery of his lost wages, property damages and medical services, and his insurer was allowed to intervene as a party plaintiff to the extent of their payment of a portion of the Claimant's medical bills.

DILLARD, J.

This claim arose from an incident which occurred on March 23, 1982, when a pickup truck operated by the Claimant was struck in the rear by a vehicle that had

been struck by a State road grader operated by the Respondent's agent. Claimant seeks judgment under section 8(d) of the Court of Claims Act for injuries sustained by him "due to negligence in the care and operation of a motor vehicle" owned and controlled by the Respondent. Ill. Rev. Stat. 1985, ch. 37, par. 439.8(d).

FACTS

The facts which bear upon the question of Respondent's liability in this case are not in substantial dispute. Respondent's agent was driving a small road grader on Route 111 in St. Clair County approaching its intersection with Route 40. As the road grader approached the intersection, the stoplight facing the road grader was red. Vehicles were stopped in front of the road grader for the red light. Respondent's agent applied his brakes to bring the road grader to a stop. The brakes on the road grader failed. The road grader struck a car stopped for the red light and pushed that car into the rear of the pickup truck operated by Claimant. Claimant's truck was damaged and a repair estimate for $191.00 was attached as exhibit "B" to Claimant's complaint. Additionally, Claimant alleged damages for "substantial injuries sustained by Claimant." Respondent admitted that Claimant was free from any contributory negligence.

Claimant asserts the liability of Respondent under the doctrine of ***res ipsa loquitur*** since the road grader was under the exclusive management of Respondent and that the collision would not have happened had Respondent taken proper care. Claimant argues that the accident itself is evidence of a lack of due care and creates a presumption of negligence which must be rebutted or overcome by the Respondent.

Respondent contends that it was not negligent and that the doctrine of ***res ipsa loquitur*** does not apply to the facts in the case at bar. Respondent argues that the accident was unavoidable and that the Respondent had no reason to suspect that the brakes on its vehicle would fail. Respondent asserts that there was no evidence that Respondent's driver was negligent or could have avoided the impact which is claimed to have caused Claimant's damages. Respondent asserts that there is no evidence the State had noticed that the brakes were faulty, or had not been inspected or that the defect in the brakes would have been discovered on inspection. Respondent reasons that the doctrine should not be applied in this case because "in the ordinary course of things, and even when proper care is exercised, mechanical failures, and specifically vehicle brakes failures, do sometimes occur."

Furthermore, Respondent points to the fact that the road grader had, on the day of the accident, been operated safely for seven hours prior to the accident without incident. Respondent indicates that although their agent was initially suspended from his employment due *to* the accident, the agent was reinstated when the brakes on the vehicle failed a second time on a later occasion. Respondent urges this Court to assume that such reinstatement would not have occurred unless it had been determined that the condition causing the brake failure was latent and could be found only with extraordinary examination or became apparent only after the condition worsened. From these premises, .the Respondent argues that the mechanical problem which apparently caused the brake failure "simply could not be detected, **so** Respondent had no duty to correct it."

LAW

In **City** *of* ***St. Louis v. State*** (1964), 24 Ill. Ct. C1.477,

a mechanical failure in an Illinois National Guard aircraft fighter plane preceded an emergency landing at St. Louis Municipal Airport by Respondent's pilot. Damage was caused to airport equipment. This Court in an opinion authored by Perlin, C.J., stated as follows:

"Claimant urges that the doctrine of res ***ipsa*** loquitur be applied in the instant case. The Court of Claims has recognized this doctrine as follows: When an injury is caused by an instrumeritality under the exclusive control of the party charged with negligence, and is such as would not ordinarily happen if the party having control of the instrumentality had used proper care, an inference or presumption of negligence arises. The burden then rests upon Respondent to rebut the presumption of negligence arising from the facts of the case."

Thus, the Court held that since the airplane which caused the damage was under the sole management and control of Respondent, it was permissible to assume that the accident would not have occurred if proper care had been used. Also, the Court indicated that Respondent offered no evidence to rebut the presumption of negligence which arose under the facts and an award was granted. The holding in ***City of St. Louis*** has been subsequently cited with approval in ***Rivoltorto v. State*** (1971), 27 Ill. Ct. Cl. 210.

In ***People v. Morris*** (1978), ***60*** Ill. App. 3d 1003, 377 N.E.2d 210, the defendant's vehicle went off the road and hit a light pole. The State of Illinois sued the motorist for damage to the pole. In discussing the doctrine of ***res ipsa loquitur,*** the Appellate Court of Illinois for the First District set forth the following:

"The purpose of the doctrine is to allow proof of evidence circumstantially when direct evidence concerning the cause of injury is primarily within defendant's knowledge and control (citation). To invoke the doctrine and raise the presumption of negligence, plaintiff must establish that the accident itself affords reasonable evidence that it would not have ordinarily occurred in the absence of someone's negligence; that the instrumentality which caused the injury is within the exclusive control of defendant; and that plaintiff was free from contributory negligence (citations) and it is now well established that plaintiff may proceed on alternative theories of res ***ipsa*** loquitur and specific negligence (citations).

> Here, we believe that the requirements necessary to create a presumption of negligence in ***res ipsa loquitur*** are present. First, an automobile collision with a stationary object does not ordinarily happen in the absence of negligence and the doctrine of res ***ipsa loquitur*** has been applied in such cases. (Citations.) Second, defendant's exclusive control was established by her admission in her answer that she was the owner and operator of the car which struck the light pole and from her testimony at trial to that same effect. Third, as stated above, the record establishes that plaintiff was free from contributory negligence." ***Supra.***

We agree with Respondent that it is possible for mechanical failures to occur in the road grader even when proper care is exercised and in a totally unforeseen manner. However, if evidence was available to Respondent that such proper care had been utilized with respect to the maintenance of the road grader and brakes, such evidence was not produced on the record. This Court will not speculate as to the availability of such evidence when the record is barren of any proof concerning the care of the vehicle or the nature of the defect which apparently caused the brakes on Respondent's road grader to fail. Finally, Respondent's reinstatement of its agent does not lead us to the conclusion, urged by Respondent, "that ordinary inspection did not reveal the cause of the brake failure, but that it was later found by some more extraordinary examination, or perhaps became apparent only after worsening."

Accordingly, the doctrine of ***res ipsa loquitur*** is applicable in the case at bar. Respondent's failure to come forward with proof of the exercise of due care in the maintenance or inspection of its vehicles leaves the presumption of negligence created by the doctrine unrebutted. Therefore, Respondent is liable to Claimant for such damages as have been properly shown by the evidence.

DAMAGES

Respondent seeks damages for his injuries and the

damage to his motor vehicle in his verified complaint; however, Claimant's brief is predicated only by a claim for recovery of $85,000.00 "for injuries."

Claimant testified that at the time of the accident he was jerked forward and back and noticed pain in his shoulder, chest and neck. He did not go to work and returned home where he called his doctor and then proceeded to the doctor's office. Claimant's doctor admitted him to the hospital in Belleville, where he remained for 12 days. Claimant testified that he received treatment consisting of physical therapy, hot packs, ultrasound and diathermy, medication and bedrest. Claimant said that at the conclusion of 12 days he was not feeling any better. Claimant testified that the wearing of necessary protective apparel in his work as a boilermaker causes him problems. The weight of the welding hood and hardhat creates pressure on his neck which causes pain and aggravation. Claimant was also treated by Dr. Max Goldenberg commencing in September 1982.

Goldenberg's working diagnosis was soft tissue injury of Claimant's neck. Goldenberg treated the Claimant with diathermy, cervical traction and anti-inflammatory agents with pain relievers. Goldenberg testified that in his opinion Claimant's sprain or strain of the cervical area would be permanent and that the Claimant would need medical care in the future. Goldenberg's bill for services through March 2, 1984, was in the amount of $1,776.80.

At the time of Claimant's injury, he was working as a journeyman boilermaker out of Boilermaker Lodge Local 363 and earning $17.05 per hour straight time and $25.58 per hour overtime. Claimant's business agent testified that Claimant would have been called out on

three jobs had he not been convalescing from injuries sustained in this accident. The jobs were at the Coffeen Power Plant, the Baldwin Power Plant, and the Monsanto Chemical Plant. For this loss, Claimant claims **$10,531.00**. After the hearing in this cause, Boilermaker's insurance tendered to the Claimant its claim for a debt arising from the Boilermaker's payment of medical expenses for Dr. Goldenberg. Respondent objects to joining the Boilermaker's National Health & Welfare Fund as a party plaintiff under section **2—616** of the Code of Civil Procedure. (Ill. Rev. Stat., ch. **110,** par. **2—616.)** However, this Court will allow and it is ordered that Claimant's motion to amend to add the Boilermaker's National Health & Welfare Fund as a party plaintiff, to the extent of their payment of Claimant's medical bills **($693.66)**, is granted.

Accordingly, it is hereby ordered that judgment be and is hereby rendered that the Boilermaker's National Health & Welfare Fund receive judgment in the amount of **$693.66;** and that Claimant receive total judgment of **$19,788.28** for injuries sustained which includes lost wages, property damage to Claimant's automobile and medical services for a total award to Claimant of **$20,481.94.**

(No. **84-CC-0675—Claimant awarded $34,419.79.)**

FIRST NATIONAL BANK OF SKOKIE, a corporation, as Trustee under Trust No. **50266 T, and RICHARD WANLAND, WANLAND REALTY, a corporation, Claimants,** *v.* **THE STATE OF ILLINOIS, Respondent.**

***Opinion filed August* 20,1987.**

***Order on denial of rehearing filed December* 15,1987.**

DREYER, FOOTE, STREIT, FURGASON & SLOCUM, P.A. (WILLIAM J. FOOTE, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (JENNIFER DOVER, Assistant Attorney General, of counsel), for Respondent.

LANDLORD AND TENANT—written demand for possession required to create holdover tenancy.

SAME—negotiations for new terms are inconsistent with election to treat tenant as holdover.

SAME—***leased premises for unemployment office—negotiations for new terms—no holdover.*** Where the State and the lessor of premises used for a State unemployment office started negotiations concerning the terms of a new lease shortly before the current term was to expire, the State's liability for rent for the three months the premises were occupied beyond the term was limited to an amount based on monthly rent and tax prorations provided under the terms of the expired lease, since the lessor made no written demand for possession, and the negotiations for new terms were inconsistent with an election to treat the State as a holdover tenant.

OPINION

RAUCCI, J.

This dispute arises out of a lease between Claimants and the Department of Labor for premises at **10833** South Halsted, Chicago, Illinois.

On April **1,1981,** the Claimants and the Respondent entered into a two-year written lease of space used for an unemployment office. Rent for the building was set at $5,400 per month. Additionally, the State was obligated to pay any amount of property taxes for the years **1982** and **1983** that exceeded the assessment for **1977** taxes **($3,970.27).** These terms were identical to a five-year lease which terminated on March **31, 1981.**

Claimant wrote to Richard Sramek, of the Respondent's Department of Administrative Services to remind him that the lease would expire, and to discuss terms for a new lease. Claimant requested an increase in the rent

to $6,680.00 per month. After reviewing Claimant's letter, the State began investigating alternative sites for the unemployment office ***prior*** to the expiration of the lease.

On March 10, 1983, the State forwarded to Claimants a proposed three-month extension of the lease for the months of April, May and June of 1983. Claimant rejected the three-month extension.

After the lease expired on March 31, 1983, the State began negotiating for a four-month "close-in" lease with Wanland. Meanwhile, the State sought alternative facilities while "negotiating" a new lease with Claimant.

On April 19,1983, Claimant Wanland wrote again to Sramek. Attached to the letter of April 19, 1983, was a proposed five-year lease executed by the trustee, as lessor. The proposed lease did not contain a four-month "close-in" restriction, but rather a five-year "close-in" requirement.

The State rejected the proposed five-year lease. The State told Claimant that the building needed too many repairs for it to sign a five-year lease. In response to the State concern about the lease, Claimant offered to put thirty thousand dollars ($30,000.00)worth of repairs and improvements into the building with a rent increase of **$942.50**per month.

On April 25, 1983, the State again refused to enter into a five-year lease. At no time during any of these discussions or negotiations did Claimant request that the State leave the premises. In response to Wanland's letter, the State again offered a five-year lease with a four-month termination notice clause. Claimant insisted that no termination be allowed until after the five-year term.

In mid-May, Claimant learned that the State was moving to a new location.

On May 23, 1983, Claimant served the State with a five-day notice for possession. One day after the notice expired, Claimant had the locks changed on the doors of the building. As a result, approximately 40 State employees and the general public were locked out of the unemployment office. The State alleges that employees' salaries in the amount of $9,006.00 were lost as a result of the lockout, and that the public was greatly inconvenienced.

The State secured a temporary restraining order compelling Claimant to grant access to the office. The record is unclear as to whether Claimant refused to obey the court order or whether Claimant had sufficient time to comply. In any event, the State had the locks drilled at an expense of $148.00. Additional security guards had to be hired during this time period at the expense of $102.00. The total cost to the State as a result of the lockout was $9,256.00.

On June 3, 1983, the State moved out of the premises. And, on September 7, 1983, the same premises were leased to Karin Sweis at $3,400 per month; two thousand dollars less than the State was required to pay and less than the new lease proposed by Claimant. As a lease concession, Claimant did not require that Sweis pay rent for the months of September, October, November or December of 1983.

The State concedes that it owes rent for April, May and June of 1983, as well as the real estate tax adjustment through that period. Three months rent totals $16,200.00. The tax adjustment provision of the lease provides that the State is responsible for the real estate taxes in excess of the 1977 tax bill of $3,970.27. For 1982, the tax excess is $12,198.31 ($16,168.58 minus $3,970.27) and for the

first six (6) months of 1983 in the amount of $6,021.48 ($16,013.19 minus $3,970.27 equals $12,042.96 for all of 1983—divided by two) for a total real estate tax adjustment of $18,219.79. Thus, the State concedes it owes a total of $34,419.79.

For the reasons set forth hereinafter, we determine that the extent of the State's liability is $34,419.79.

The parties never reached agreement on a new lease. The facts in this case fall within the rule of ***Bismarck Hotel*** Co. ***v. Sutherlund*** (1981), 92 Ill. App. 3d 167, 415 N.E.2d 517. Where the landlord informs the tenant that the landlord wants an increase in rent and in the terms of the lease, there is no holdover tenancy. Negotiations for new terms are inconsistent with an election to treat the tenant as a holdover.

Additionally, section 9—202 of the Code of Civil Procedure (Ill. Rev. Stat. 1985, ch. 110, par. 9—202), provides that a demand in writing for possession is necessary to create a holdover tenancy.

Accordingly, the State's liability is limited to $34,419.79.

It is therefore ordered, adjudged and decreed that Claimant is awarded $34,419.79 in full and complete satisfaction of this claim.

ORDER ON DENIAL OF REHEARING

RAUCCI, J.

This cause coming on to be heard on the Claimant's petition for rehearing, the Court being fully advised in the premises, it is hereby ordered that the petition for rehearing be, and it is hereby denied.

(No. 84-CC-1004—Claim denied.)

JIMMIE C. PETERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 13,1987.

JIMMIE C. PETERS, ***pro se,*** for Claimant.

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

PRISONERS AND ***INMATES—prisoner allegedly beaten while receiving medical treatment—burden of proof not sustained—claim denied.*** A prisoner in a State correctional facility was discovered on the floor of his cell and was taken to the medical unit for treatment where he was allegedly beaten and physically abused, but the inmate's claim for his injuries was denied, since the corroborated testimony of the attending correctional officers that the inmate initiated the incident by making an unprovoked attack upon them was more believable than the account given by the injured inmate and his witness.

PATCHETT, J.

This case arises out of a claim by an inmate with the Illinois Department of Corrections who brings suit against the State pursuant to section 8(d) of the Court of Claims Act. (Ill. Rev. Stat., ch. 37, par. 439.8(d).) The Claimant alleges that on January 21, 1983, while an inmate with the Department of Corrections, he was injured in his cell as a result of falling out of bed. He was found lying on the floor of the cell. The Claimant was taken to the health care unit by agents of the Department of Corrections. In the X-ray room of the health care unit, the Claimant was placed on the X-ray table. The facts of what happened next are very much in dispute. The Claimant and his witness claim that agents of the Department of Corrections pulled the Claimant off the table by his leg shackles. They further claim that he was beaten, stomped on, and physically abused.

Agents for the State of Illinois testified that at the

time of the incident the Claimant was very belligerent and struck one of the officers in the back of the head. They claim that this striking was without provocation, and further, they testified that they wrestled the Claimant to the floor and handcuffed him. After doing so, they noticed a cut or injury on the Claimant's toe, which they then reported to the medical technician.

This was all confirmed by the testimony of the X-ray technician. He testified that the Claimant was very hostile when he came in for the X rays, and otherwise his testimony was similar to that of the correctional officers.

The issues in this cause are not complex. The evidence offered by the Claimant and his witnesses is directly contradicted by testimony of two correctional officers and the X-ray technician. The Claimant and his witness differed on when the confrontation started. There were other discrepancies in their testimony. Basically, the testimony of the witnesses for the State was consistent.

Under the circumstances, we believe that the testimony of the correctional officers and the X-ray technician was more believable than that of the Claimant. Therefore, we find that the Claimant has not carried through his burden of proof, and for that reason we deny this claim.

(No. **84-CC-1580—Claimant awarded $223,272.20.**)

LARRY CARLSON & ASSOCIATES, INC., Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 17,1988.

COYLE, GILMAN & STENGEL (WILLIAM **R.** STENGEL, JR., of counsel), for Claimant.

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

CONTRACTS—bridge repair contract—materials specified by State not adequate—award granted for extra work and materials. Where the evidence showed that the plans and specifications provided by the State for certain bridge repairs were not adequate for the performance of the work, an award was granted to the Claimant for the extra work and more expensive materials needed to complete the repairs, since the only evidence before the Court was that the specified materials were inadequate, the State's actions constituted admissions that the specified materials were inadequate, and the Claimant was directed to use the alternative materials.

MONTANA, C.J.

The Claimant, Larry Carlson & Associates, Inc., filed its complaint in the Court of Claims alleging a breach of contract. Specifically, Claimant alleges the State entered into a contract with Walsh Construction Company of Illinois to do bridge repairs on a bridge at the Chicago Circle Interchange in Chicago, Illinois. Claimant subcontracted with Walsh Construction to furnish all labor, material, and equipment required to do certain bridge repairs according to the specifications. The subcontract provided Claimant would be paid $170.00 per cubic foot and the rate was determined by the contract specifications which specified epoxy materials which were trowelable in layers not to exceed one inch in total depth. Claimant also alleges that upon beginning work it became apparent that the specified epoxy products were not appropriate for the job and it was necessary to change epoxy materials. The new substance required forming rather than trowel application. The cost escalated to $525.73 per installed cubic foot. Claimant asserts it completed 484 cubic feet using the substituted epoxy material for a net charge of **$172,173.32.** The Illinois Department of Transportation (IDOT) refused payment. Later, Claimant was directed

by IDOT to change to a non-epoxy pneumatically-applied material called Sikatop and it completed 187.1 cubic feet of this material for a net charge of $51,098.88. When Claimant sought payment, IDOT denied the claim. Claimant alleges that the substituted epoxy, Sikatop and labor were outside the contract and due to the error in contract specifications. Claimant further alleges a breach of IDOT's implied warranty that the plans and specifications furnished Claimant would enable it to do the work with the required materials. Walsh Construction Company assigned its cause of action to Claimant who now seeks a total of $223,272.20. This was in settlement of a lawsuit wherein Claimant sued Walsh.

A trial was held in this cause before Commissioner Robert Frederick. The Claimant presented evidence, but the State chose to rest without presenting any testimony. The evidence presented was the testimony of C. Stanton Fowler, Claimant's exhibits B (attached to Claimant's complaint), 1, 2, 3, 4, 5a, 5b, 6, 7, 8a, 8b, 8c, 8d, 9, 10a, 10b, 10c, 10d, 11, 12, 13, and Respondent's exhibits 1 and 2. Claimant's exhibits B, 1, 2, 3, 4, 5a, 5b, 6, 9, 11, and 12 were admitted. Exhibit 13 was refused. Exhibit 7 was taken under advisement. Exhibits 8a, 8b, 8c, 8d, 10a, 10b, 10c, and 10d were admitted for the limited purposes stated in the record. Respondent's exhibit 1, the last two pages only, and Respondent's exhibit 2 were admitted. The Commissioner requested that the entire contract be placed in evidence and both parties agreed. The issues have been fully briefed by the parties and the Commissioner has duly filed his report.

The parties stipulated that the Claimant installed 484 cubic feet of the substituted epoxy material and 187.1 of Sikatop material as pleaded in Claimant's

complaint. Foundations for admissibility of letters and literature from material suppliers were waived. The parties further stipulated that foundations for the tabulations concerning proof of damages relative to material supplied, labor costs, the raw data for the material supplied, and time records would be waived. The raw data reflected in the calculations, being Claimant's exhibits **1** and **2,** are accurate tabulations of the data from the payroll expenses and labor records of Claimant. Lastly, the parties stipulated that the job specifications at issue are those reflected in Claimant's exhibit B which was attached to Claimant's complaint.

C. Stanton Fowler testified for Claimant. He was employed by Claimant in 1980 at the time of the project at issue. He had started working in the epoxy repair industry in 1976. On the job at issue, he was responsible for evaluating the job, bidding on the job, and for execution of the work.

Mr. Fowler testified that epoxy is a very strong substance that is used with aggregate to reinforce deteriorating concrete. Some epoxies are used to protect concrete from further deterioration and others try to make it compatible with the concrete. Epoxy in its gel form generates its own heat. The heat is dissipated by having it absorbed into the concrete or into aggregate which is mixed in with it.

Mr. Fowler had worked on other various projects where he used epoxy materials. He was familiar with epoxy materials in the industry and had reviewed literature and had epoxy materials demonstrated by salespeople. He was familiar with the specifications for the instant project as set forth in exhibit **B.** The specifications listed a Colma-Dur Gel manufactured by

the Sika Chemical Corporation and he was familiar with this material as he had seen it demonstrated and had used the product on a project. He was familiar with Ex-60 Hydro-Ester Low Modules Trowel manufactured by Fox Industries, Inc., which was also listed in the specifications. He also was familiar with the third product on the specification list, that being Duralith Gel manufactured by Dural International Corporation.

Each of the three listed products **is** a gel and very obviously trowelable. They are designed for an in-depth repair and can be put in at layers not to exceed one inch. The products are gummy and very sticky so they can be applied overhead. They stick and can be spread with a trowel. No forms need to be built to hold the substance.

After the Claimant became aware of this job through a job bulletin, Mr. Fowler reviewed the job specifications, and inspected the work area. He and his foreman personally inspected the bridge where the work was to be done. There were spots of rust where wire was too close to the surface of the concrete. As rust occurs, the concrete, due to weather, expands and breaks. The surfaces did look reasonably sound and smooth; however there were some chipped-out areas. In their opinion, there would be a minimal amount of concrete removal which would dovetail right into the product specifications and which would correlate to the depths for those allowable for Colma-Dur Gel or the Duralith. The Claimant had no reason to question the job specifications at the time of bidding, and it had had a similar job in Iowa on a bridge a month before where the same type of application that was intended to be used on this job was used. The three products specified could only be used within a very shallow depth and appeared to be correct for this job based on their inspection.

Claimant prepared a bid and it was based on the use of a specific family of epoxies and the labor and concrete removal required to apply it. This was a per unit contract.

After reviewing the job Claimant ordered epoxy. It was under a requirement to submit the product specifications from the manufacturer to the owner, IDOT. Claimant purchased Nilkepoxy No. 26 manufactured by Rocky Mountain Chemical Company, and this product was approved. It is the same type of epoxy as the other listed ones. Exhibit **4** is the specification sheet for Nilkepoxy No. 26. Exhibits **4,** 5, and 5b are specification sheets for Nilkepoxy No. 26 and Sika Colma-Dur Gel. They appear to have very similar specifications and all fall well within the requirements of exhibit B.

Claimant gave exhibit **4,** the specification sheet, to the Respondent and the product was approved for use. All the products were non-sag which means they can be troweled overhead without falling out of place. The specifications in exhibit 5a limit the thickness of the Sika Colma-Dur Gel to 50 mils when used as an adhesive. Mr. Fowler believed 50 mils to be somewhere between 1/8 inch to an inch. Based on his experience he testified that if the substance was applied in a thickness in excess of an inch it would crack and shatter due to the heat it would generate and would not adhere to the surface it was applied to. If you tried to fill a 4-inch hole with 8 half-inch applications, that also would fail as the product becomes impervious like a sheet of glass after it hardens and it would come apart. Neither Nilkepoxy 26 nor Sika Colma-Dur Gel can be used in layers beyond one inch and only then if the application is made before the material becomes impervious. Exhibit **6** is Claimant's estimate for the job based on past experience, a review

of the specifications, and an on-site inspection. Claimant figured the amount of work its work force could do using the required materials. Because the epoxy was trowelable, it could be applied at a very fast pace so the amount of men and the time involved would be low. Claimant expected to be on the job **14** weeks.

Upon commencing the job, Claimant learned that the concrete removal was a lot deeper than they expected. The State's consulting engineers were advised of the problem and they instructed Claimant to remove the concrete. In most cases it was four to five inches inside the concrete pier. The State's engineers determined how much concrete was to be removed. There was nothing in the blueprints that indicated the depth of these piers. After several weeks on the job and finding the depth of the concrete to be removed was four to five inches, Mr. Fowler had a conversation with Mr. Crossman, a representative engineer from the Department of Transportation in Schaumburg. Claimant had requested a meeting with the consulting engineers, Envirodyne, and State engineers to **look** at the depths of demolition as the product they had to use to repair the structures would fail. Mr. Crossman indicated to Mr. Fowler that if the depth continued they would sit down and resolve the problem. Mr. Fowler told Mr. Crossman that **a** different method for installing epoxy would have to be used. Forms would have to be built and labor and material costs would be far greater than expected. He stated that the specified product would fall out as soon as it got cold in the winter.

Mr. Crossman instructed Claimant to submit in conjunction with the consulting engineers another product for approval. They submitted another product for approval, Nilkepoxy No. **4,** which was approved.

This product must be formed because it has an oatmeal-type consistency.

The Claimant incurred substantial extra expense for labor and equipment to build the forms and do the work using Nilkepoxy No. **4.** Four laborers were generally needed for this form method where only one would be used for the trowel method. The cost per cubic foot of material installed increased tremendously.

The parties stipulated, however, that Claimant did request a change order for the scope of the work and the change order was not approved by IDOT.

Claimant, in April of 1982, sent purchase orders to the manufacturers of the originally specified products, Sika Colma-Dur Gel, **Ex-60** Hydro-Ester Low Modules Trowel, Duralith Gel and Nilkepoxy No. **26** requesting certification for use of their products for the purposes of the State on this project. See exhibits 8a, 8b, 8c, and 8d. They all categorically refused to so certify the product. This was done by Claimant because at a meeting with IDOT in April of 1982, IDOT requested proof that the products specified in the contract would not work. Exhibits 10a, 10b, 10c, and 10d are the companies' refusals to certify the products.

Claimant proceeded to use the substituted Nilkepoxy No. **4** for 484 cubic feet. The contract price was $522.73 per cubic foot. The cost of installation over the original contract price was $172,173.00.

Another meeting was held and the engineers and IDOT approved the use of a material called Sikatop. They applied 187 cubic feet. A large compressor and more labor was required to apply Sikatop. The cost to apply per cubic foot was $273.11. The increased cost over the original contract was therefore $51,088.91. The

State told Claimant to use the Sikatop on the remaining cubic feet. The total cubic feet was 660. They used Nilkepoxy No. 4 on 480 cubic feet and Sikatop on 180 cubic feet. Sikatop was cheaper than the forming method. It was applied with a pneumatic gunnite machine. Sikatop is not an epoxy material so in effect the State removed their requirement of an epoxy material. The job went from April of 1981 to December of 1982 rather than the **14** weeks originally scheduled due to the changes in the materials and the scope of the job. On cross-examination, Mr. Fowler indicated that he inspected the site prior to bidding by looking at the underside of the overpasses and piers, touched them, and tried to sound them with a rock on the ones that could be reached. He indicated there was a problem in that you could not tell how deep the patches would be because the surface was flush and **there** was no **way** of telling unless it was completely removed. He testified that while you could not tell how much concrete would have to be removed by looking at the bridge, the specifications for the materials told him the maximum depth.

The issue before the Court is whether the bid of Claimant was just a bad bid or whether Claimant was a victim of a material misrepresentation in the plans and specifications prepared by the State.

Exhibit B states the applicable job specifications. "This work shall consist of the furnishing of all material, labor, and equipment .to remove and dispose deteriorated concrete, replacing it with an epoxy mortar and all other incidental and collateral work at those locations shown on the plans and as directed by the engineer." Preparation of the areas to secure the epoxy mortar was also included in the work. All loose concrete was to be removed and then cleaned. The sound concrete was to

be scrubbed with epoxy binder (without aggregate) just prior to the placement of the epoxy mortar. "The epoxy mortar shall be suitable for placement in vertical and overhead positions. It shall be capable of bonding to damp concrete surfaces * * *" Epoxy mortars designated as meeting these requirements and acceptable are Colma-Dur Gel by Sika Chemical Corporation, Ex-60 Hydro-Ester Low Modules Trowel by Fox Industries or Duralith Gel by Dural International Corp. Other products meeting the requirements could be approved. The work was to be paid for at the contract unit price per cubic foot for epoxy mortar repair.

The manufacturers' specifications sheets for Nilkepoxy No. 26, Colma-Dur Gel and for Duralith Gel do not limit the product to one-inch patches or **less.** However, the witness presented by Claimant testified to his experiences with these epoxies and testified that they could not be used for the repairs herein once the depth of the repair was determined to be four to five inches. The State chose to present no expert witnesses. The facts indicated that the original trowel-type epoxy could not do this job and mortar installed by use of forms was required. The Court must decide if this change constituted such an increase in the quantity of the work to be performed of such magnitude as to constitute a substantial or material variation in the original contract. To determine this question requires a determination of what the original contract was. Claimant has proved by a preponderance of the evidence that the original contract was a contract to repair the bridge using a trowel-type method. The State's engineer's admissions and the change in product indicate the substantial and material change in the original contract.

The specifications of the three trowel-type epoxies indicated to Claimant that the work was such that the

trowel method was to be used. Claimant's bid was based on the trowel method. It was only when actual work began that it was discovered that the trowel method could not be used. There was therefore a patent ambiguity in the specifications. This Court has granted an award to a contractor for damages caused by mistake or ambiguity in the State architect's plans. ***(Galesburg Construction Co. v. State*** (1978), **32** Ill. Ct. Cl. 500). The State argues Claimant should have known the scope of the work, yet the State presented no evidence to indicate that the visual examination of the bridge was negligent or that in the industry it is customary to do a greater inspection. This is important in that the State set the specifications for the epoxies to be used and such specifications in exhibit B were more than mere suggestions as the State argues. The State needed to prove by expert testimony that the specifications clearly showed this work was included in the original bid. It chose not to.

The Respondent objected to admitting Claimant's exhibit **7,** an internal memorandum of IDOT. It is the Court's determination that exhibit **7** should be admitted into evidence. The trial in this cause was a search for the truth. The Respondent has admitted the genuineness **of** exhibit **7.** This exhibit is an admission and thus corroborates the Claimant's position that the specifications were contradictory. The exhibit also indicates that in vertical and overhead repairs, form work is required.

The Commissioner requested the whole contract be placed in evidence. Both parties agreed to do this. The contract is informative in deciding the case. In temporary bridge deck repairs (contract pages **72** M, N, **O),** a distinction is made in the removal of concrete of less than 3½ inches depth and more than ***3%*** inches depth.

In deck slab repairs in the U.S. Post Office on page 72T of the contract, epoxy mortar repair is limited in No. 2 to where the depth of the unsound concrete in the bottom of the slab (the top of the slab being sound) does not exceed 3½ inches. The unsound concrete removed by Claimant was four to five inches. It is clear that while no one knew the actual depth of the unsound concrete prior to commencing work, the actual depth required to be removed and the change in material and application constituted a material misrepresentation in the plans.

It is Respondent's position that the original specifications of materials with their accompanying specification sheets were sufficiently clear and the contractor should be bound by its original bid. The evidence is anything but clear to the Court. Respondent should have presented evidence, if it had evidence, to show the specifications were clear. It did not. The Claimant presented evidence to show the specifications were anything but clear. The State's own contract showed a 3% inch limit in epoxy mortar repairs in another section of the contract. The Court believes the Claimant has proven a material misrepresentation which led to extra work.

We find that the Claimant did not simply make a bad bid in this case. The Respondent impliedly warranted that the work on this project could be performed according to the plans and specifications, that the specifications were adequate for performance of the job, and were free of material defects. The only evidence before this Court is that the specified materials were not adequate for the project. The actions of the Respondent in evidence are admissions that the materials were inadequate. The Respondent directed the Claimant to use the other materials which could not

be applied in the same manner as those originally specified.

Claimant has shown damages of $172,173.32 on one portion of the project and $51,098.88 on another. It is hereby ordered that the Claimant is awarded the sum of $223,272.20 in full and final satisfaction of this claim.

(No. 84-CC-1645—Claimant awarded $40,000.00.

JOHN CONNORS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 25, 1988.

GREY CHATHAM, for Claimant.

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

PRISONERS AND INMATES—***State's duty to inmates.*** The State of Illinois has a duty to provide reasonably safe conditions for inmates of the State's penal institutions.

SAME—***wet floor near shower—inmate injured in fall—contributory negligence—award granted.*** The State breached its duty of providing reasonably safe conditions for an inmate of a penal institution when it merely installed non-skid pads on a terrazzo floor near a shower in response to complaints that the area was slippery when it became wet due to the use of the shower, but the award granted to the inmate who was injured in a fall on that area was reduced by 50% due to the inmate's contributory negligence in stepping off the protected area when he should have known that the unprotected area would be slippery.

SOMMER, J

This is a claim for personal injuries pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1983, ch. 37, par. 439.8(d)). The Claimant alleges that he was injured as a result of the negligence of the State's employees on July 30, 1983, when he slipped and fell on

wet terrazzo tile on the floor just outside the shower area in one of the housing units at the Vandalia Correctional Center.

The Claimant was an inmate at Vandalia. He was housed in a dormitory, the interior of which is an open facility with the shower area at one end. The shower area is enclosed by a half wall approximately 4 feet high with an open entrance in the middle. There are two steps up to the entrance to the shower area off the floor of the rest of the dormitory. The walls and floor of the shower area are tile, and the floor of the dormitory is terrazzo tile.

Michael Baker, the assistant warden at Vandalia, was called to testify by the Claimant as an adverse witness pursuant to section 2—1102 of the Code of Civil Procedure (Ill. Rev. Stat. 1985, ch. 110, par. 2—1102). Baker testified he knew from experience that terrazzo tile becomes slippery when wet. There had been complaints from inmates and from guards that the terrazzo tile floor outside the shower room entrance on the dormitory floor became slippery as a result of water accumulating there. In order to try to correct this problem, the State in April 1983, caused the placement of non-skid pads onto the tile dormitory floor outside the shower room entrance. Baker specifically testified that the purpose for which the pads were placed was to make safe that area of the floor which became wet when men tracked water onto the terrazzo tile floor after showering.

The pads are approximately 24″ by 6” and adhere to the tile floor. The exposed face of the pad is black and is covered with a dull sandpaper-like finish. Two rows of three pads in each row were placed on the tile floor directly in front of the steps into the shower area. This

effectively covered an area of approximately three feet by four feet of the floor.

Baker also testified that there are no rules in the facility that the men must dry off in the shower area or on the non-skid pad.

Eddie Oldham, the chief engineer at Vandalia, was also called by Claimant as an adverse witness. He testified that there are terrazzo tile floors throughout the dormitory. The only floor drains are in the shower area itself and in the separate lavatory area. He further testified that he has personal knowledge that the inmates dry off after their showers outside the actual shower area. They stand sometimes on the non-skid pads and sometimes on the tile floor to the side of the skid pads, next to the half wall which separates the shower area from the rest of the dormitory.

On July **30,1983,** during the afternoon, the Claimant had been exercising in the yard. After completing his exercises, he went into the dormitory to clean up. Since the showers were all being used, he had to wait near the entrance to the shower area. When he finished showering, he towelled off in the center of the shower area. He then stepped out of the shower area onto the non-skid pads to complete drying off. As he started to walk back to his bunk, he stepped off the pads onto the tile floor. His right foot slipped on the tile, and he fell onto his back, landing primarily on his upper back and neck. He went to the health care unit in the Vandalia facility for initial treatment.

On July **31,** the day after his fall, the Claimant contacted the health care unit to complain about difficulty breathing when lying down. That afternoon the dorm officer called the health care unit to ask for a cervical collar for the Claimant, as the Claimant was in

severe pain. The Claimant was taken to the unit to be fitted. When he raised his head so that the collar could be applied, he cried out in pain. The medical personnel at Vandalia therefore admitted him to St. Mary's Hospital in Centralia, Illinois, for X rays.

On August 2, **1983,** the Claimant was transferred to St. Elizabeth's Hospital in Belleville, where he came under the care of Dr. William Sprich, a neurosurgeon. Dr. Sprich diagnosed broken ligaments between the 5th and 6th cervical vertebrae. On August 5, Dr. Sprich performed surgery on Claimant's cervical spine. The surgical procedure entailed wrapping of stainless steel wire around the vertebral levels above, at and below the fracture dislocation in order to properly align the cervical spine. This resulted in a surgical scar on the base of the back of Claimant's neck approximately eight inches long.

The Claimant was discharged from the hospital on August **10, 1983,** and returned to Vandalia. Dr. Sprich saw the Claimant three times thereafter for follow-up, the last time being on January **30, 1984.** The Claimant continued to complain of pain with muscle spasms during this time. Dr. Sprich therefore advised the Claimant, who was about to be released from the Department of Corrections, that the Claimant would need some additional rehabilitation and physical therapy. Dr. Sprich referred the Claimant to a physician in the Chicago area, where the Claimant returned to live after his release. The Claimant failed to contact this physician for any additional care, but he did seek one therapy treatment from a chiropractor. Dr. Sprich testified that the Claimant will have some future problems caused by the nature of the injury, the formation of scar tissue and the permanent placement of the surgical wires. These problems would probably

consist of degenerative changes in the neck, neck spasms and stiffness of the neck. The Claimant may also need additional surgery in the future to alleviate such symptoms.

The Claimant was released from incarceration on February 3,1984. He has worked intermittently about 30 days since that time through September 1986. He complains that his neck and upper back are in constant pain, which at times is more severe and spreads into his shoulders. He has lost part of the full turning motion of his neck, so that he must turn his whole body in order to turn his head from side to side. He does not take any prescription medications for the pain.

The total amount of expenses for the Claimant's medical care outside the Vandalia facility was paid by the State. The amount of the expenses was not offered into evidence. In addition, the Claimant has received $491.03 in Illinois Public Aid medical benefits since his release from incarceration for treatment for a fractured nose in March 1986.

This Court has held repeatedly that the State of Illinois owes a duty to inmates of penal institutions to provide reasonably safe conditions. *Reddock v. State* (1978), 32 Ill. Ct. Cl. 611.

Surfaces such as terrazzo in shower rooms, dormitories, public buildings, *etc.*, are necessary so that the premises can be cleaned and made sanitary. The smooth finish of such surfaces allows for cleaning, but also makes the materials slippery at times. Persons controlling and using such surfaces know the nature of them and must conduct themselves accordingly. Therefore, falls on such surfaces are often not compensable, absent aggravating circumstances.

In the case before us, testimony establishes that complaints were raised by inmates and guards indicating anxiety over conditions in the area of the steps and in front of the low wall. The Claimant testified that he had slipped and fallen a number of times and had observed others slipping and falling. The prison authorities, to their credit, responded. Non-skid pads were placed on the steps and in front of them, but in a small area, not covering the entire wet area.

This Court finds that the site of the accident differs from a normal terrazzo floor on which a slip and fall has occurred. There was an accumulation of water, no hand holds, **a** history of slips and falls, concern expressed by the inmates to the guards and by the guards to the prison authorities, and action taken by the prison authorities. The action of the prison authorities in placing the non-**skid** pads was excellent as far as it went, but it did leave some of the wet area unaddressed. Because of the history of the site and because all that could have been done easily, or without burden, was not done, this Court finds the State breached its duty to maintain reasonably safe conditions.

However, users are to conduct themselves with awareness of conditions where terrazzo or other smooth surfaced floors are encountered. The Claimant testified that he was aware of the slippery conditions and yet stepped off the protected area. The Court finds that the Claimant is chargeable with contributory negligence to 50%of the total fault.

The evidence supports a finding that the Claimant suffered a permanent injury to his neck, which is wired in place. The Claimant suffers limitation in the movement of his neck, and suffers from some dull aches and pains in the neck. The Claimant has not sought a

great deal of medical attention, which fact is consistent with a finding that the Claimant's discomfort is presently at a relatively low level. However, natural changes may occur as a result of the injury and implantation of a foreign object into the body. The Claimant may experience greater discomfort and may need an additional operation in future years. His life expectancy is 35 years.

Additionally, this Court finds that the Claimant has a permanent scar, but it is not disfiguring.

The effect of the Claimant's injury on his earning capacity is difficult to measure, as his work history as a roofer has been intermittent, and no evidence was presented as to what the Claimant could earn as a roofer if employed.

Therefore, this Court finds that the Claimant is entitled to an award of **$40,000,** which should be reduced by **$2,190.00** for what the State has already paid the Claimant for Dr. Sprich, leaving **$37,810.00.** Since the Claimant is responsible for 50% of the total negligence, his award should be **$18,905.00.** Out of this award, the amount of **$491.03** paid by the Department of Public Aid for treatment of a subsequent injury should be reimbursed to the Department pursuant to section **11—22** of the Public Aid Code (Ill. Rev. Stat. **1985,** ch. 23, par. **11—22).**

Therefore, the sum of **$18,413.97** should be paid to the Claimant and his attorney, and the sum of **$491.03** should be paid to the Department of Public Aid.

(No. 84-CC-2104—Claimant awarded *$3,000.00.)*

TOWNSEND JACKSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed February* 9,1988.**

TOWNSEND JACKSON, *pro* se, for Claimant.

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

PRISONERS AND INMATES—***inmate injured while moving industrial shop fan—State negligent—award granted.*** An award was granted to an inmate of a correctional center for the injuries sustained when he fell while working to move an industrial shop fan, since the State, through the inmate's supervisor, was negligent in failing to provide the inmate with adequate equipment and assistance to perform the task requested, but the award granted was limited to ***$3,000*** for pain and suffering, due to the lack of any evidence as to the medical expenses involved or the impact the injury might have on the inmate's ability to return to the job he held prior to being incarcerated.

PATCHETT, J.

Townsend Jackson was a resident of the Menard Correctional Center on October 28, 1983. At that time, he was working in the tailor shop. At approximately 8:00 a.m., he was summoned by the supervisor, Mr. Herschbauh, and requested to lift a heavy industrial shop fan. He was directed to place the fan on top of a cupboard. To accomplish this purpose, a cart with rollers on it was used as a platform while two other inmates were charged with the responsibility of keeping the cart steady. When the Claimant lifted the fan, the cart was not secured, and it moved. This caused the fan to fall on the Claimant, which in turn caused a severe gash to the back of his head.

A hearing was held on this claim on August 18,1987, at the East Moline Correctional Center. Notice was given to both parties. The Claimant appeared and testified, but no one appeared on behalf of the State.

It is apparent from the testimony at the hearing on this matter that the State was negligent in having a person perform the task requested with the equipment and help provided. We so hold.

The Claimant testified that as a result of his accident, he has had recurring headaches. He further states that he was having back problems, but he did not know if they were related to the accident. There was some scarring, but it was not particularly noticeable. The scar was located at the back of the head and was covered by the Claimant's hair. Although the Claimant testified that he feared this accident would affect his ability to return to the job he had prior to being incarcerated, there was no additional evidence submitted on this matter. There was no medical history or records submitted by the Claimant **to** substantiate a causal connection between the injury and his potential inability to return to his former occupation. We therefore hold that this item of damages would be too speculative to substantiate an award. However, the Claimant was clearly injured due to the negligence of the State. We therefore award the Claimant the sum of three thousand dollars **($3,000.00)** for his pain and suffering.

(No. **84-CC-2506—Claim denied.)**

SIDNEY E. BERCER, Claimant, *v.* **BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,** Respondent.

Opinion filed January 4,1988.

Order on denial of rehearing filed April 28,1988.

DOBBINS, FRAKER, TENNANT, JOY & PERLSTEIN (JOHN B. HENSLEY, of Counsel), for Claimant.

FRANKLIN, FLYNN & PALMER, for Respondent.

NEGLIGENCE—*State's* **duty to** *invitees*. The State owes a duty of reasonable care to invitees who are on State property, and a person who was playing ping pong in the physical education building of a State university pursuant to the purchase of a ticket allowing a person to use the facility had the status of an invitee.

STATE PARKS AND RECREATION **AREAS—state is not insurer** *of* **safety of visitors.** The safety of visitors to State recreation areas, including physical education buildings operated by State universities, is not insured by the State, but the State does owe such visitors a duty **of** reasonable care in maintaining the premises.

NEGLIGENCE—*what* **necessary to prevail** on **negligence claim.** In order to prevail on a negligence claim, a Claimant must establish by a preponderance of the evidence that the State breached its duty of reasonable care, that the Claimant was free of contributory negligence, the negligence **of** the Respondent proximately caused the injury, and that the State had actual **or** constructive notice of the dangerous condition which caused the injury.

SAME—*university* **physical education building—Claimant fell in nets around ping pong tables—nets not dangerous condition—claim denied.** A claim for the injuries sustained when a noncompetitive ping pong player fell in the nets surrounding the ping pong tables in a State university's physical education building was denied, since the nets did not constitute a dangerous condition, there was no evidence that the State had actual **or** constructive notice of any defect in the area where the accident took place, and there was no record of any prior accidents involving the nets even though they had been in place **for** several years.

OPINION

DILLARD, J

The Claimant, Sidney E. Berger, filed his complaint against the University of Illinois on March **19, 1984.** His claim is that on October **6, 1983,** at approximately 3:10 p.m., he was a paying guest of a member, playing ping pong at the Intramural Physical Education (IMPE) Building on the Champaign-Urbana campus of the University of Illinois. While he played the game, he alleged he went for a ball and stepped onto the overhang of a net which hung from the ceiling of the building. The net caused him to fall to the floor and sustain serious bodily injury. He claimed the State was negligent for

having allowed the net to rest on the floor and extend a foot or more into the area of play surrounding the ping pong table. He averred the Respondent was negligent in that the State failed to warn him of the alleged foreseeably dangerous condition.

A trial was held before the Commissioner on August 12, 1986. The evidence consisted of the transcript of evidence, the evidence deposition of James P. Davis, Claimant's exhibits one through six, and Respondent's exhibits one through seven. The cause has been fully briefed by both parties and oral argument was held on November 10,1987, before the full Court.

Relevant Facts

Claimant regularly played ping pong and swam (at least 10 to 15 times) in the IMPE building of the University of Illinois. On October 6, 1983, a friend bought Claimant a ticket to get into the building. Claimant and friend were the only persons in the ping pong room at the time of the injury.

There was a rope net behind Claimant about five feet away while he played. The floor was made of linoleum tiles and was clean and dry. The games were not competitive and they played mainly for the fellowship. They never played hard enough to break a sweat. Claimant testified he had never taken any particular note of the net behind him and did not know if he had moved it that day. On prior occasions, he recalled the net may have been pulled aside and he may have pulled it on some prior occasion. He did not remember if he pulled the net on the date of the injury.

On the accident date, he was playing the game, he stepped back to get a shot, and fell down. He recalled

very few details of the shot preceding the fall or the actual fall. He did remember that his right foot stepped down on the net and that he fell very powerfully.

Mr. Craig Stinson testified that he was the assistant director of campus recreation for the University of Illinois on October 6,1983. The University of Illinois was responsible for the operation and maintenance of the IMPE building. The ping pong area was set up so that the playing ends of adjacent ping pong tables were separated from one another by nets that hung from the ceiling on rails. The nets had been hung this way since 1971 and as depicted in the photographs in evidence. There had been in October of 1983 and since 1971, an excess of netting on the floor. The University did have a man responsible for repairing the nets. The purpose of the nets was to keep other ping pong balls from other tables from dangerously coming into adjacent play areas. The nets were white and the floor was black. The room is well lit.

Craig Stinson further testified that he received a phone call from the Claimant on October 7, 1983, at about 3:30 p.m. reporting the injury from October 6, 1983. Mr. Stinson could not recall Claimant making any reference to a shoulder injury when he reported the incident and had marked right knee, hip and elbow on the injury report. Claimant had indicated the severity of the injury was "moderate" on October 7,1983. No report was made by Claimant on the date of the injury even though five or six employees were on duty that day.

The employee of Respondent had also reviewed all of the records of injury at the IMPE building and there was no record of any similar injury to that of Claimant. He did not believe the nets posed a hazardous condition

or posed a hazard for those people who played ping pong.

The Law

Claimant and Respondent spend a great portion of their respective briefs debating whether Claimant was an invitee or a licensee. It is clear from the evidence that Claimant was an invitee for whom a duty of reasonable care for his safety was owed by Respondent to Claimant. (*Talbott v. State* (1983), 35 Ill. Ct. Cl. 885; *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194.) The State of Illinois is not an insurer of the safety of persons visiting its recreation areas but rather such visitors are owed a duty of reasonable care in maintaining the premises. *Heiman* v. *State* (1977), 32 Ill. Ct. Cl. 111.

The Court of Claims has often laid down the rule that the Claimant bears the burden of establishing by a preponderance of the evidence that Respondent breached its duty of reasonable care, that Claimant was free of contributory negligence, that the negligence of Respondent proximately caused the injury, and that the State had actual or constructive notice of the dangerous condition from all the circumstances in the case. *Rossett v. State* (1985), 37 Ill. Ct. Cl. 118; *Talbott v. State* (1983), 35 Ill. Ct. Cl. 885; *Hitt v. State* (1982), 35 Ill. Ct. Cl. 798; *Claycomb v. State* (1981), 35 Ill. Ct. Cl. 200; *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194.

There is no evidence presented to this Court that the State had actual or constructive notice that the hanging nets constituted a dangerous and unusual condition for which the State had a duty to warn invitees and protect them from harm. This was the first accident of this type since the nets were hung in 1971. *Becker v. State* (1983),

35 Ill. Ct. Cl. 704; *Boax v. State* (1982), 35 Ill. Ct. Cl. 594; *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194.

Ping pong is not a dangerous sport, especially when played by noncompetitive people who have played in the same room 10 to 15 times before. No one else was in the room with Claimant and the friend. They had to have seen the white nets against the black tile floor. This was not a dangerous condition. *Rossett v. State* (1985), 37 Ill. Ct. Cl. 118; *Marquis v. State* (1985), 37 Ill. Ct. Cl. 221; *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194.

The record in this case is completely devoid of any actual or constructive notice of any defect in the area where the accident took place. This Court has held on many occasions that before recovery can be had, Claimant must prove the State had actual or constructive notice of a defect. In this case, the Claimant has not proved a dangerous condition existed or that the State had knowledge or should have known of a dangerous condition in the ping pong nets, particularly since there had been no previous accidents involving the nets though they had been in existence many years. *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194; *Sewell v. The Board of Trustees of Southern Zllinois University* (1979), 32 Ill. Ct. Cl. 430.

For the foregoing reasons, it is hereby ordered that although Claimant unfortunately suffered injuries, his claim is denied.

ORDER ON DENIAL OF REHEARING

DILLARD, J.

This cause coming on to be heard on Claimant's petition for rehearing, the Court finds that the Claimant

has not shown good and proper cause why such petition should be granted.

It is hereby ordered that the petition is denied.

(No. 84-CC-3251—Claim dismissed.)

BARBARA ANDERSON, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed May 25,1988.

IVERSEN, CARLSON & ASSOCIATES, for Claimant.

NEIL F. HARTIGAN, Attorney General (KARIN KEPLER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—essence of "public duty" rule. Under the rule of law commonly known as the "public duty" rule, a police officer's duty to enforce the law is a duty owed to the public generally, and not to specific persons, and therefore police officers are not liable to individuals injured when an officer fails to do his or her duty, but there is an exception to the rule where an officer enters into a special relationship with a person who is subsequently injured.

SAME—intoxicated driver issued warning ticket—allowed to ***continue driuing—fatal accident followed—"public duty" rule applicable—officer not liable.*** Where a State trooper stopped the Claimant's decedent shortly before he was involved in a fatal automobile accident and issued him a warning citation, the officer was not liable to the Claimant for her loss of financial support and consortium because he failed to determine that the decedent was possibly under the influence of alcohol and was negligent in allowing the decedent to continue to drive, since no special relationship was alleged to have existed between the officer and the decedent, and the "public duty" rule applied.

SAME—application of section 319 of Restatement of Torts 2d to create special duty on part of arresting officers to specific third persons rejected. Although section 319 of the Restatement of Torts 2d provides that a person who takes charge of a third person known to be likely to cause bodily harm to others has a duty to exercise reasonable care to prevent him from doing such harm, the uniform precedents of the State of Illinois precluded the adoption of that rule to create a special duty on the part of an arresting officer to a deceased motorist's surviving spouse where the officer allegedly

allowed the motorist to continue driving following a traffic stop even though he was intoxicated, with the result that the motorist was involved in a fatal accident.

OFFICERS AND PUBLIC EMPLOYEES—arresting officer allowed intoxicated motorist to continue driving—claim of wilful and wanton conduct not supported by facts pleaded. Where a surviving spouse of a deceased motorist alleged that a State trooper engaged in wilful and wanton conduct when he failed to determine that the motorist was intoxicated when he was stopped for driving erratically and allowed him to continue driving after being issued a warning citation, the facts pleaded were insufficient to distinguish the officer's conduct from prior cases in which claims had been rejected.

SOMMER, 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 before us arose from a vehicular accident which occurred on May 21, 1983, on Route 47 near Huntley, Illinois. Claimant's decedent was involved in a head-on collision with Robert Yurs. Shortly before the accident, Mr. Yurs had been stopped for erratic driving and was ticketed by State trooper Richard Stewart of District 15.

The gist of the Claimant's complaint is that when Trooper Stewart stopped Mr. Yurs and issued him a warning citation, he was careless or negligent in failing to determine that Mr. Yurs was possibly under the influence of alcohol, and was careless or negligent in allowing Mr. Yurs to drive. It further alleges that as a direct and proximate cause of these acts or omissions, Claimant suffered loss of financial support and loss of consortium. Additionally, by amended complaint, it is alleged that Trooper Stewart's conduct was willful and wanton.

Traditionally, claims such as this fall under a rule of

law sometimes known as the "public duty" rule. This rule states that a police officer's duty to enforce the law is a duty owed to the public generally and not to individual persons; therefore, police officers and their employers are not liable to individuals injured even if an officer failed to do his or her duty. ***(Mallder v. Rasmussen*** (1986), 145 Ill. App. 3d 809, 495 N.E.2d 1356.) An exception to this rule exists where the police enter into a special relationship with a person who is subsequently injured ***(Mallder, supra),*** but no such relationship existed in this case.

The Claimant argues that section 319 of the Restatement of Torts 2d, should be adopted by this Court in this case to create a duty on the part of Trooper Stewart to protect third persons once he had stopped **Mr. Yurs.**

"319. Duty of Those in Charge of Persons Having Dangerous Propensities.

> One who takes charge of a third person whom he knows or should know to be likely to cause bodily harm to others if not controlled is under a duty to exercise reasonable care to control the third person to prevent him from doing such harm."

In ***Fessler v. R.E.J.*** Znc. (1987), 161 Ill. App. 3d 290, 314 N.E.2d 515, with facts similar to the present case, the court rejected the application of section 324A of the Restatement of Torts. Section 324A essentially states that those who render services have a duty to exercise reasonable care to protect third parties. In ***Fessler, supra,*** the court found that the decedent's representatives had no cause of action against the police officer who had been dispatched to respond to reports of drunken driving. The officer talked to the alleged drunken drivers, but did not make an arrest. Soon thereafter one of the drunken drivers struck an auto and killed its occupant. The court refused to create a duty to specific third persons and rejected application of section

324A of the Restatement of Torts. The court stated that, "the law and policy of this State call for the continued validity of the 'public duty' rule * * *" ***Fessler,*** 161 Ill. App. 3d 290,302.

In cases similar to the present case, the precedents are uniform in this State, holding that no duty exists to specific third persons. Additionally, an argument attempting to establish a duty to specific persons from the Restatement of Torts, albeit a different section, has been rejected within the past year on the grounds of public policy. Therefore, this Court, under the precedent of the reasoning and rule of law as expressed in the ***Fessler*** case, cannot adopt section 319 of the Restatement of Torts 2d, to create a duty to the Claimant's decedent.

The Claimant pleads that the conduct of Trooper Stewart was willful and wanton; however, the Claimant pleads no facts to distinguish Trooper Stewart's conduct from that of the officers in ***Fessler*** or ***Mallder, supra.*** It would appear that the allegation is more directed to the Respondent's argument of public official immunity which this Court has not addressed.

Therefore, this Court finds that the Claimant has failed to state a cause of action, and this complaint is dismissed.

The Claimant, in its memorandum, requests leave to file a second amended complaint. The Claimant may make whatever motions it deems necessary in the proper form.

(No. 84-CC-3301—Claim denied.)

JOHN L. GRIEVES AND GRIEVES CONSTRUCTION CO., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 19,1987.

JAMES L. BRUSATTE, for Claimants.

NEIL F. HARTIGAN, Attorney General (JENNIFER DOVER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*breach of maintenance contract alleged—claim denied—work involved was beyond scope of maintenance contract.* The maintenance contract a carpenter had to perform work at two State parks was not breached, even though the park superintendent initially discussed the installation of new windows in a lodge at one of the parks with the carpenter, but later two of the carpenter's competitors were placed on the State payroll and directed to install the windows, since the work involved was renovation, not maintenance, the labor costs for the window project greatly exceeded the $1,000 limit under the carpenter's contract, and the original plans of the Department of Conservation were to have the windows installed by persons on the State's payroll.

RAUCCI, J.

This is an action brought by Claimant for damages for an alleged breach of contract.

On April 30,1982, bids were opened at the office of Starved Rock State Park for carpentry work for the period of July 1, 1982, through June 30, 1983.

The work to be performed under the contract was defined in the request for bids as follows:

"2. Services generally may be defined as preventative maintenance services, routine repair services, and emergency repair services."

There were two bids. Edward J. Muhich bid $26.00 per hour for labor and 15% above cost of materials, while Claimant, John L. Grieves (also known as Grieves Construction Company) bid $17.00 per hour for labor and 5% above cost of materials. (Resp. Ex. 1).

Claimant was awarded the contract, and subsequently the contract was extended for another year, through June **30, 1984.** No written contract documents were ever signed, but see the following in Respondent's answer to Claimant's interrogatories:

"*Interrogatory* No. 7: Did the State of Illinois have any contracts with the claimant, Grieves Construction Company during the years 1982-1983 and 1983-1984? If the answer to the above is yes, then:

A) State the precise nature of each contract and describe the work to be done thereunder;

B) Provide the date each contract was entered into and its duration;

C) Provide the times and dates Grieves Construction Company was called to perform work under said contract."

***Answer** to **interrogatory No.** 7:*

"Yes

A) Carpentry preventive maintenance services, routine repair services and emergency repair services.

B) Fiscal year 1983 from July 1, 1982 to June 30, 1983 signed April 30, 1982;
Fiscal Year 1983 from July 1, 1983 to June 30, 1984 signed May 10, 1983.

C) None."

Thus, for the purposes of this case, whether or not the State actually entered into a contract with Claimant is not an issue. Respondent has conceded that a contract exists.

The language appearing at the bottom of the certification of the opening of the bids reads:

"Amount to Encumber for this Trade	Starved Rock:	$1,000
	Matthiessen:	$ 500'

Thus, it is clear that no work could be performed under the contract that would involve an expenditure in excess of $1,000.00 at Starved Rock and $500.00 at Matthiessen.

The explanation for this limitation can be found in section 6(5) of the Illinois Purchasing Act (Ill. Rev. Stat.,

ch. 127, par. 132.6(5)), the Department of Conservation Physical Operations Handbook (referred to in testimony but not introduced into evidence), and the Comptrollers Uniform Statewide Accounting System.

Mr. Bobby Ray Wise, procurement and operations officer for the Department of Conservation, summarized these purchasing limitations as follows:

"We have certain in house limits that we have in our general services or physical operations handbook., And those are stated to our site managers, number one. In that particular handbook it indicates to the site people that you can go up to $1,000 on their own. Site people with approval of the regional land managers can go up to $2,500. Anything over $2,500 that had to be approved by the Springfield office. And at that time a Cod form, C-o-d, or comptrollers obligation document have to be filed with those folks. Anything over and above those amounts up to $5,000 can be filed after it has been advertised in a case like this and obligated with the comptroller with no problems. That is for a single project. Any project over $5,000, but not exceeding ten has to be advertised, also. No project over $10,000 can be handled by the Department. At that time the Capital Development Board takes over. And they have to advertise the contract or with their authority they could authorize it back to the Department under their jurisdiction and sign off." (Tr. 120-21).

In addition to entering into a maintenance contract with Claimant in the spring of 1982, the Department of Conservation began the paperwork required to replace 82 windows at the Starved Rock State Park Lodge at an estimated cost of $25,000.00 for the windows.

Thus, by letter of June 22, 1982, the Department of Conservation wrote a letter to the Capital Development Board requesting the Capital Development Board to fund the project in the amount of $25,000.00.

An undated project description form (Resp. Ex. 15) prepared by Mario Vitale, states:

"We need to replace the windows in the guest rooms of the lodge because the window frames are deteriorating and do not close properly. The windows are to be replaced by the Regional Hot Shot Crew."

The form has a section for methods of execution, reproduced below:

EXECUTION METHOD

_x_ Purchase Materials/DOC Construct
Purchase Materials/Contractor Construct
Contractor Furnish Materials, Labor & Construction

The foregoing indicates that the Department did not contemplate that an outside contractor would perform the labor of installing the windows. Rather, it was contemplated that the installation would be done by Department of Conservation Personnel. This is corroborated in Respondent's exhibits **14** and **18.** Exhibit **14** reads:

"June 29,1982

Mr. Thomas Madigan, Director of Operations
Capital Development Board
3rd Floor, Wm. G. Stratton Bldg.
Springfield, Illinois **62706**

RE: Starved Rock Lodge—Window Replacement $25,000

Dear Mr. Madigan:

The Illinois Department of Conservation desires to program this project as a purchase, DOC construct. It is felt this is the most viable alternative due to the following:

1. The region's carpenter staff is located at the Starved Rock site. This crew is capable of doing this work and their proximity to the site will cut the cost of construction.
2. Utilizing DOC's crew and a purchase will result in the maximum number of windows being installed at the cheapest cost. Two years ago the A/E on the rehabilitation project estimated the cost of this work at **$42,000.** When inflation contingencies and A/E fees are added to this figure a savings of at least 50% should be realized by executing this project as proposed.

Please advise if additional information is required.

Sincerely,

Robert **E.** Corrigan, Chief
Division of Technical Services"

By letter dated **July 6, 1982,** the Capital Develop-

ment Board approved the project as outlined by the Department of Conservation.

Mr. Wise gave the following pertinent testimony:

"MS. DOVER: Do you have personal knowledge as to what classifications the project at Starved Rock was given?

A. Yes, it was a permanent improvement project due to the size, type and extent and funding source from which it was paid.

Q. Could you explain that more fully for the Court?

A. Okay, Number One, because the amount exceeded $10,000 for the scope of the work, the Capital Development Board became involved in the project, thus the funding source had to come from them. It was Capital Development Board bond funds that were used. And the scope of work originally called for an estimated cost of approximately $42,000. Due to the size and nature of the project our engineering technical services personnel wrote a letter to Mr. Tom Madigan. He is the Director of Operations with the Capital Development Board. And asked them due to the size of the project and the fact that there would have to be an architect, engineer, feasibility fees, a lot of overhead costs involved, could the Department of Conservation execute a purchase through central management services and have DOC personnel do the construction. As a result, Mr. Madigan wrote a letter back stating that he would, in fact approve that, and signed a letter to that effect in which we would execute the purchase. And that resulted in our specifying the windows from their source and in turn using personnel services dollars for the labor involved." (Tr. 126, 127)

Nevertheless, in spite of the foregoing, on March 7, 1983, Robert Kleczewski, Superintendent at Starved Rock State Park, called Claimant to come to the park to discuss the work that would have to be done to install the 82 windows which had arrived and which were smaller than the window openings. The matter is set forth in Claimant's brief:

"The meeting with Mr. Kleczewski at the Lodge began 'shortly after lunch. (R27). According to Mr. Grieves, Mr. Kleczewski informed the Claimant that the Department of Conservation wanted Grieves Construction Company to install some windows that the State had purchased. (R28). Particularly, Mr. Kleczewski told Mr. Grieves that he wanted him to install the windows on a time and material basis as under the contract in existence. (R28). Mr. Grieves and Mr. Lahey went into some detail with Mr. Kleczewski as to how the job would be performed. This was pursuant to Mr. Kleczewski's request. (R28). Mr. Grieves and Mr. Lahey began preliminary measurements and specifications for the job at the meeting. (R29). Claimant's Exhibit #3 was testified to and admitted into evidence. This exhibit

consisted of the hand written 'notes and specifications regarding the carpentry work in question made by the Claimant, himself, while inspecting the job with Mr. Kleczewski during the meeting at the Lodge. Said preliminary specifications and draftirig was testified to in detail by the Claimant. (R29-34). The date of the document was March 7, 1983. Mr. Grieves then testified that Mr. Kleczewski informed him that he would be getting back in touch with Mr. Grieves to tell him when he wanted to start installing the windows. (R34). Further, Mr. Kleczewski, at no time, indicated that Claimant's obtaining the job was contingent on anything nor was Claimant asked to provide an estimate. (R35). Mr. Grieves specifically stated that Mr. Kleczewski informed him that the work would be done under a time and material basis pursuant to the contract Grieves Construction Company had with the State of Illinois. (R35)." (Claimant's Brief 6).

In addition, Muhich Construction Company, under date of March **4,1983,** submitted a bid in the amount of **$24,306.00** to do the labor to replace the windows.

Claimant heard nothing further from Mr. Kleczewski. About four or five weeks after the March 7, **1983,** meeting, Claimant called Mr. Kleczewski to find out when he would get started. Mr. Kleczewski said he would get in touch with him.

Late in May **1983,** Claimant learned that two of Mr. Muhich's carpenters had been put on the payroll of the Department of Conservation to do the job. One was being paid **$15.78** an hour as carpenter foreman and the other was being paid **$15.03** per hour as carpenter. The total wages paid to the two men, as employees of the Department of Conservation from May **2, 1983,** to June **16, 1983,** came to **$9,119.76.**

If Mr. Grieves had done the work at **$17.00** per hour the cost to the State would have been greater.

The windows themselves cost **$12,927.33,** a figure exceeding the limits established by the comptroller for routine maintenance work.

Mr. Wise testified:

"Q. And does the cost provided, the cost mentioned in that purchase order,

does that cost exceed the limits established by the comptroller for routine maintenance work?

A. Yes, it would.

Q. Do you have any personal knowledge as to how the labor portion for this project was handled?

A. Yes, I do. Through the records, two individuals were hired and put on the personnel services payroll for the period of time necessary to complete this project.

Q. 'Do you know out of what fund the labor was paid?

A. Paid out of the personnel services account. I don't know the specific fund, that being general revenue versus state park fund, but it was a payroll as opposed to a contractual service arrangement. In that case their benefits, taxes were withheld, paid into a retirement system. All the things that any State of Illinois employee would do." (Tr. 128)

Claimant argues that in putting two carpenters on the State payroll to install the windows, the State breached its contract with him. His case is without merit.

The certificate of the opening of the bids show on its face that the cost of any work done under the contract could not exceed $1,000.00 for Starved Rock and $500.00 for Matthiessen. The comptroller's regulations and the Illinois Purchasing Act make clear that a project involving labor costs of $9,119.76 could not have been performed under Claimant's contract. The Department of Conservation correspondence indicates that from the outset, the labor was to be done by persons on the Department payroll. Further, under the comptroller's regulations, the work was not maintenance but renovation. Mr. Kleczewski was totally in error in giving Claimant to understand that he could do the work under his contract.

Claimant argues, however, that the officials at the park should have attempted to honor his interpretation of the contract by putting him and his employee on the payroll rather than making State employees out of the employees of his competitor. Nothing in the contract or law required such action.

It is therefore ordered, adjudged and decreed that this claim be, and hereby is denied, with prejudice.

(No. 85-CC-0201—Claimant awarded $7,500.00.)

LILLIAN LAPALIO, Claimant, *v.* **UNIVERSITY OF ILLINOIS HOSPITAL** and **THE STATE OF ILLINOIS,** Respondents.

Opinion filed August 27,1987.

PETER FRICANO, for Claimant.

NORMAN **P. JEDDELOH,** for Respondents.

NEGLIGENCE—dip and fall—state university medical clinic—ice cream on floor—award granted. An award was granted for the injuries sustained when the Claimant slipped and fell in the hallway of a medical clinic at a State university while she was attempting to avoid a puddle on the floor which looked like spilled ice cream, notwithstanding the Respondent's contention that the Claimant had been warned about the spill, since there was medical testimony that the Claimant suffered a strain of her cervical spine as a result of her fall, her failure to avoid a thin "finger" of the melted ice cream did not constitute comparative negligence, and the personnel of the clinic should have acted more expeditiously in cleaning up the spill.

RAUCCI, J.

This is a claim for personal injuries by Claimant who alleges that, on July **29, 1983,** the Claimant went to the University of Illinois diagnostic clinic for a medical appointment. At the conclusion of her appointment, as she was leaving the diagnostic clinic and was walking down the hall from the diagnostic clinic, Claimant noticed a substance surrounded by a puddle on the ground. She stated the substance looked like ice cream. Claimant walked around the ice cream and puddle and slipped and fell, hitting her head on the floor. Later, as she was being assisted in getting up, she saw what she slipped on as being "spider lines" coming out of the puddle of melted ice cream. The Claimant claims that

she did not see the "spider line" of melted ice cream until after she had slipped.

After the accident, the Claimant was taken back to the diagnostic clinic where she was examined, and because of her headache and numbness, she was taken home, instead of back to work. She was told to go to bed and not move. She testified that later that night, because of severity of her pain, she was taken to the University of Illinois Hospital emergency room where she was admitted. Several days after her discharge from the hospital, Claimant had to again go to the hospital emergency room because of numbness and head pain. She alleges that as part of her medical treatment as a result of this accident, her attending physician, Dr. Sugar, put her in a neck collar and traction. Claimant testified that she was in traction for three or four months after the accident, and that at the present time, she periodically uses her neck collar. In addition to treatment by Dr. Sugar and Dr. Skosey of the Respondent's hospital, Claimant also obtained medical treatment by Dr. Katz of Rush-Presbyterian Hospital because of her head pain and sleepless nights. Dr. Katz eventually placed the Claimant on Naprosyn and Elavil prescription medication, which the Claimant still uses on a daily basis for her head and rib pain to help her sleep. She still has these problems as a result of her injuries. The Claimant stated that she is still under active medical treatment from Dr. Katz as a result of the injuries she sustained on July **29,1983.** She alleges that to the present time she cannot do certain basic household chores as a result of her injuries.

Claimant was independently examined by Dr. David Stulberg, an orthopedic specialist. His findings are that Claimant had degenerated joint disease of the cervical spine and had sustained **a** strain of her cervical

spine as a result of her fall. He further stated that her symptoms could be decreased with the administration of a physical therapy program and the institution of certain exercises.

The Claimant was employed by the City of Chicago's Department on Aging and Disabilities. As a result of this accident, she lost 30 days from work immediately after the accident plus another two weeks of days off of work occasioned when she had to go to the doctor or had to stay home because of her head pains. Her amount of wage loss was $2,644.59. She testified that as a result of the injuries she sustained, she was forced to retire early, causing her additional wage loss of $20,332.00. As a result of her accident on July 29, 1983, Claimant incurred hospital, medical and drug bills in the amount of $4,879.38.

Respondent introduced evidence indicating that the ice cream spill had occurred immediately before the accident as indicated by the fact that the ice cream had not fully melted. A witness for the Respondent, who was working nearby at an intake desk, testified that she warned the Claimant of the condition and warned her to avoid the area and use care.

Respondent claims that Claimant is guilty of negligence in walking in the area after being warned and because of the theory of comparative negligence, Claimant is not entitled to recover. Respondent further claims it had insufficient notice of the ice cream spill to remove it and hence is not liable for Claimant's injuries.

The record is clear that Respondent had actual notice of the ice cream spill. It is also clear that Claimant attempted to avoid the spill albeit unsuccessfully. We cannot conclude that her failure to avoid the thin "finger" of the melted ice cream constitutes comparative

negligence. Our determination of this issue is fortified by our recognition that visitors (or patients) of medical institutions are preoccupied with concern over the reasons which brought them to the institution. This increases the need for immediate attention of personnel to spills and the like.

Based on the testimony and evidence adduced, we assess Claimant's damage at $7,500.00.

It is therefore ordered, adjudged and decreed that Claimant is awarded $7,500.00 in full and complete satisfaction of this claim.

(No. 85-CC-0295—Claim denied.)

WANDA M. EVANS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 2, 1988.

DEUTSCH & DEUTSCH (SIDNEY S. DEUTSCH, of counsel), for Claimant.

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

NEGLIGENCE—what necessary *to* state cause of action for negligence. In order for a Claimant to prevail in a negligence action, the Claimant must prove by a preponderance of the evidence that the State was negligent, and that the alleged negligence was the proximate cause of the Claimant's injuries.

HIGHWAYS AND STREETS—*broken* guardrails—what necessary to state *claim for* injuries. When a Claimant alleges injuries due to an automobile accident allegedly caused by the State's failure to maintain guardrails, the Claimant must show that the existing guardrails, erected by the State to maintain safe conditions, were actually in need of repair at the time of the accident.

SAME—automobile accident—disrepair of guardrails not proved—claim denied. A Claimant suffered injuries when the automobile in which she was riding skidded off a roadway and dropped into a creekbed below, but her claim for damages based on the allegation that the guardrail along the road was broken was denied, since she failed to prove by a preponderance of the evidence that the State either knew or should have known of the broken guardrail and failed to make the necessary repairs, especially in view of the Department of Transportation report indicating that the guardrail was in good repair prior to the accident and the testimony of the officer who investigated the accident that there were no roadway defects.

BURKE, J

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

Finds that Claimant, Wanda M. Evans, brings this action against the State of Illinois, to recover damages sustained as a result of an automobile accident which occurred shortly after midnight on February 3, 1983. Claimant was a passenger in an automobile driven by her then husband, Carl Evans. The auto was proceeding in a westerly direction on Knoxville Road, just east of Illinois 67. It was snowing heavily causing a slippery road surface. At the point where Knoxville Road crosses Mill Creek, the Evans vehicle skidded off the roadway and dropped approximately 20 feet to the creekbed below. Claimant alleged that the post and guardrail on the east end of the north side of the bridge were broken which allowed the auto to slip off the roadway.

Claimant bases her claim for damages on the contention that the guardrails were broken and thus allowed the auto to slide off the roadway and drop to the creekbed. To support her contention, Claimant cites ***Zidek v. State*** (1969), 27 Ill. Ct. Cl. 12, but no guardrails or protective devices were ever in place in the ***Zidek*** case. However, in the instant case, guardrails ***were*** in place.

In order to prevail, Claimant must prove by a preponderance of the evidence that the State was negligent and that this alleged negligence was the proximate cause of the Claimant's injuries. (*Brockman v. State* (1975), 31 Ill. Ct. Cl. 53.) Claimant must show that the existing guardrails, erected by the State of Illinois to maintain safe roadway conditions, were indeed in a state of disrepair at the time of the accident.

Evidence presented at the hearing established the following facts:

1. Milan police officer Green, who arrived on the scene within five minutes of the accident indicated there were no roadway defects.

2. The Illinois Department of Transportation departmental report indicates that Respondent had no knowledge of broken guardrails at the time of the accident and the guardrail was in good repair prior to the accident.

3. Claimant could not testify with certainty whether or not the guardrail was in good repair at the time of the accident.

4. Photographs and testimony of the driver of the auto lacked credibility. Driver identified photographs to be taken at two distinct periods of time. He claimed the photographs were taken after two accidents at the same location; one occurred in 1982 and the second on February 3, 1983. The photographs were clearly identical.

5. The affidavit of Raymond Harrison found in the IDOT report states that he believes the guardrails were not in good repair prior to the 1983 accident and this is disputed by the interview of Harry Favri, maintenance

field engineer with IDOT in which he states that he and his workers routinely checked that roadway for damaged guardrails and that no damage was noted between the Evans' 1982 and 1983 accidents.

Claimant has failed to prove by a preponderance of the evidence that the State either knew of the broken guardrail or should have known that said guardrail was in a state of disrepair and having had notice thereof, failed in its duty and obligations to make reasonable and necessary repairs. There has been no showing of the State's negligence; therefore, it is not necessary to consider the questions of damages Claimant may have sustained as a result of the accident.

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

(No. 85-CC-0443—Claimant **awarded $2,427,344.05.)**

COUNTY OF COOK, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed June 22,1987.

Order filed November 2,1987.

JUDE WIENER, for Claimant.

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

STIPULATIONS—*reimbursement of county—administrative expenses for public aid programs—award granted.* **Based on a stipulation of a county department of public aid and the State of Illinois, an award was granted to the county as reimbursement for the actual administrative expenses incurred in discharging the duties of administering certain public aid programs, and**

an additional award was entered for a sum covering an item which the State initially alleged was attorney fees not subject to reimbursement, since the factual stipulation of the parties eliminated any dispute as to that item.

OPINION

PATCHETT, J.

This cause comes on for hearing upon a claim by the Claimant for reimbursement of certain expenses paid by Cook County to Cook County Public Aid employees. Under the former statutory arrangement, Ill. Rev. Stat., ch. 23, pars. 12—5, 12—18.4, and other similar statutes, the State of Illinois was to reimburse county departments of public aid for actual administrative expenses incurred in their discharge of duties in administering certain programs.

This case arose out of an award made in a case filed in the circuit court of Cook County, *Merrill v. Drazk*, **72** Ill. **5384.** That case arose when certain employees of Cook County filed suit claiming that they were discriminated against because they did not receive the same benefits that other Cook County employees received. An award was ultimately made in that case to the plaintiffs. It has been an issue as to whether or not the State and County agreed on an 'indemnification agreement, which would be effective if the County did not appeal. This Court finds that if such an indemnification agreement ever existed, it has not been proven to this Court by competent evidence.

Ultimately, a factual stipulation was entered into by the Claimant and the Respondent. Pursuant' to the stipulation, the Claimant agreed to reduce its claim to $2,405,055.26. Subsequent to the filing of the stipulation, Claimant filed a motion for summary judgment. Respondent filed a motion against summary judgment, and

the Claimant filed a reply to the Respondent's motion against summary judgment. Subsequent to the filing of the Claimant's reply, the Respondent has not filed any additional pleadings. Therefore, this Court must accept the fact that the Respondent has stipulated to the entry of a judgment in favor of the Claimant in the sum of at least **$2,405,055.26.** This award is further supported by the fact that a similar case was decided by this Court, ***County of Cook v. State*** (1983), **36** Ill. Ct. Cl. **68.** This case had a very similar factual situation.

The State continues to contest the entry of a further sum of **$22,288.79,** since the State claims they were attorney fees. The Court has considered the factual stipulation entered into between the parties, and they have considered the exhibits attached to the Claimant's reply to the Respondent's motion against summary judgment. Exhibit C-1, attached to that pleading, clearly establishes the County's argument is correct as to the status of the sum of **$22,288.79.** It further appears that the factual stipulation entered into by the parties effectively eliminates any dispute on the underlying facts involved in this case.

Therefore, it is the opinion of this Court that an award should be entered in favor of the Claimant, the County of Cook, and against the Respondent, State of Illinois, in the sum of **$2,405,055.26** (two million four hundred five thousand fifty five dollars and twenty six cents) pursuant to the factual stipulation entered into between the parties, and an additional award of **$22,288.79** (twenty two thousand two hundred eighty eight dollars and seventy nine cents), said award to reflect the final payout pursuant to exhibit C-1 attached to the Claimant's reply to the Respondent's motion against summary judgment. It is so ordered.

ORDER

PATCHETT, J.

This matter coming on to be heard upon the motion of Respondent for leave to withdraw its motion to reconsider this Court's June 22, 1987, opinion granting Claimant's motion for summary judgment, due notice having been given the parties hereto, and the Court being fully advised in the premises;

It is hereby ordered that Respondent's motion be, and the same is, hereby granted, and Respondent is hereby granted leave to withdraw its motion to reconsider.

(Nos. 85-CC-1151, 85-CC-1295, 85-CC-1442, 85-CC-1637, 85-cc-1642, 85-CC-1711, 85-CC-1894, 85-CC-2265, 86-CC-1148, 87-CC-0985, 87-CC-1141, 87-CC-2902 cons.—Claimants awarded $23,168.50.)

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY *et al.*, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 29, 1988.

Order filed May 17, 1988.

DENISE E. GALE, for Claimant Board of Trustees of Southern Illinois University.

F. ANNE ZEMEK, for Claimant Board of Trustees of Community College District 508.

MITCHELL, RUSSELL & KELLY (RONALD K. SZOPA, of counsel), for Claimant DePaul University.

DONNA ENDERS, CARA A. BOCIAN, JAVIER D. BRAITHWAITE, JACQUELINE THOMAS, EUREKA COLLEGE, EMANUEL MARTINEZ, DONALD H. MOON, and TAHITI P. WEAVER, pro se, for Claimants.

NEIL F. HARTIGAN, Attorney General, for Respondent.

LAPSED APPROPRIATIONS—*tuition payments—state scholarship funds—claims paid out of refunds.* **Several claims for tuition payments which had previously been refused on the grounds that the funds appropriated had lapsed were paid in the order of filing out of refunds which had been received by the State Scholarship Commission.**

OPINION

MONTANA, C.J.

These Claimants brought claims seeking tuition payments. Each filed a standard "lapsed appropriation" form complaint alleging that demand for payment was made to the Illinois State Scholarship Commission (hereinafter referred to as the ISSC), but the demand was refused on the grounds that the funds appropriated for the payments had lapsed. All of these claims are against fiscal year 1984 appropriations.

These claims come on to be heard following our decision in ***Aurora College v. State*** (1985), 37 Ill. Ct. Cl. 321 and ***Roosevelt University v. State*** (1987), 39 Ill. Ct. Cl. 161. We begin here where the latter opinion left off. In that decision we ordered the ISSC to re-examine its records to determine if it had received more refunds from the FY 84 001-69131-4475-0100 line item appropriation and to notify us if so and we would reconsider our decision. The ISSC has notified the Court that an additional $34,006.29 in refunds is available. We will now consider the claims in the order in which they were filed.

Southern Illinois University in claim number 85-CC-1151 had sought, and the Respondent had agreed to, an award of $23,937.13. We previously awarded $22,934.95 leaving a balance of $1,002.18. We hereby enter an award in claim number 85-CC-1151 in the amount of

$1,002.18. This award leaves a balance available of $33,004.11.

Next in time was the Board of Trustees of Community College District 508 with claim number 85-CC-1295. It sought and was entitled to $286.00. We hereby award $286.00 in claim number 85-CC-1295. This award leaves a balance of $32,718.11.

Donna Enders' claim, number 85-CC-1442, was next. She sought and was apparently entitled to $225.00. We hereby enter an award for $225.00 in her claim, leaving a balance of $32,493.11.

Cara Bocian filed the following claim, number 85-CC-1637. She sought $2,200.00. **As** stated in the May 20, 1987, decision, her previously not having been paid was due to an incorrect social security number problem and she did not appear on a roster for which the school could ask payment. Having examined the departmental report compiled by the **ISSC,** we find she is entitled to, and we hereby enter, an award of $2,200.00. This award leaves an unexpended balance of $30,293.11.

Javier Braithwaite, claim number 85-CC-1642, was next. Mr. Braithwaite had previously been paid for half-time status but the ISSC report indicates that he was entitled to be paid for full-time status or an additional $190.00. We hereby enter an award in claim number 85-CC-1642 in the amount of $190.00. Payment of this award would leave an unspent balance of $30,103.11.

Next in time was claim number 85-CC-1711 filed by Jacqueline Thomas. **As** confirmed by the ISSC report on file, she is entitled to, and we hereby award her, the sum of $382.04. The unawarded balance is now $29,721.07.

DePaul University filed the following claim, number 85-CC-1894. It sought $12,258.61 but the ISSC

only approved $11,525.28. There is nothing in the record to explain the difference. We hereby award DePaul University the undisputed amount, $11,525.28. Because sufficient money will be left over at the conclusion of this opinion, we will consider an award of the disputed amount if the Claimant raises an objection within 30 days of the date this decision is filed. This award leaves a balance of $18,195.79.

Eureka College's claim was not addressed in the previous decision due to an oversight but had filed claim number 85-CC-2265 next in time. Eureka College's claim was denied on June 22,1987, for lack of lapsed funds. Its claim was originally filed for $5,525.00 but the parties stipulated that only $5,435.00 was owing. We hereby award Eureka College $5,435.00 leaving a balance of $12,760.79.

Next was claim number 86-CC-1148 filed by Emanuel Martinez. He sought $1,022.00. We are unable to determine from the record whether he is entitled to an award. Again, because there will be sufficient funds remaining at the conclusion of this opinion we will reconsider this claim. Respondent is hereby ordered to supplement its report indicating its position as to whether the Claimant is entitled to an award.

Donald **H.** Moon, claim number 87-CC-0985 sought an award of $205.00 which amount is supported by the record. We hereby enter an award of $205.00 in claim number 87-CC-0985. This award leaves a balance of $12,555.79.

The Board of Trustees of Community College District 508 filed its third claim, number 87-CC-1141, next in time. It sought, and the record supports, an award of $286.00. We hereby award $286.00 in claim number 87-CC-1141, leaving a balance of $12,269.79.

Last in time was claim number 87-CC-2902 filed by Tahiti **P.** Weaver. Like Eureka College, her claim was not addressed in the previous decision because we did not have actual knowledge of it being on file. The record supports her claim for $410.00 and we hereby enter an award in that amount.

$11,859.79 remains for any unknown claims.

ORDER

MONTANA, C.J.

This cause comes on to be heard following the Respondent's response to our order dated February 29, 1988;

The court hereby finds after considering the Respondent's supplement to **its** previously filed report that the Claimant is entitled to an award in the amount of $1,022.00. After making said award, the sum of **$10,837.79** remains for any unknown claims.

It is hereby ordered that the Claimant be, and hereby is, awarded $1,022.00.

(No. 85-CC-1180—Claim **denied.)**

RONALD BELLEISLE, Claimant, u. THE STATE OF ILLINOIS, Respondent.

Opinion *filed February* 9,1988.

RONALD BELLEISLE, ***pro* se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (KARIN KEPLER and ERIN O'CONNELL, Assistant Attorneys General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate* suffered tom muscle—cart he was pushing hit drain hole—State not negligent—claim denied. Even though an inmate of a correctional center suffered a torn muscle while working in the kitchen, the claim for his injuries was denied, since there was no showing that the State's negligence in any way caused the cart he was pushing to pull his arm when it hit a drain hole, but rather the injury was caused by the inmate's own negligence in pushing the cart into the hole.

PATCHETT, J

This is a claim which is a result of an accident that occurred at the Graham Correctional Center on September 27, **1984.** A hearing was held in this matter before a Commissioner of this Court on May **11,1987,** in Chicago, Illinois. The Claimant appeared pro *se*, and the Respondent was represented by the Attorney General's office.

The Claimant testified under oath that he had a job working in the kitchen on the day in question. The job required him to unload pots and pans after meals, place them on a cart, and push the cart to another location. While pushing the cart, a wheel on the cart collapsed or came out when the leg of the cart hit a drain hole. As a result of this, the Claimant's arm became caught under the table, resulting in his arm being pulled on by the cart. At the hearing, the Claimant displayed a ripped muscle in his arm which was readily observable. The Claimant did receive medical treatment for his injury, including five days of light duty recommended by the physician at the institution. The Respondent's case consisted of entering reports and a photo of the table in question into evidence. The Respondent put on no testimony.

It is clear that the Claimant suffered an injury as a result of an accident that occurred while he was working in the institution. The uncontradicted evidence before the Court is that this injury resulted from a table wheel breaking or falling off. However, the Claimant failed to

prove by a preponderance of the evidence that the State had breached any duty with regard to his safety. From the evidence it appears that the reason for the mishap was that the Claimant pushed the cart with which he was working into a drainage hole. This is not the fault of the State.

For this reason, this claim **is** hereby denied.

(**No.** 85-CC-1606—Claim denied.)

JIMMIE C. PETERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 19,1987.

JIMMIE C. PETERS, ***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 prisoners.** The State **of** Illinois has a duty to provide proper health treatment for inmates in the custody of the State, and the State must exercise ordinary and reasonable care for the preservation of an inmate's health and life under the circumstances of the particular case.

SAME—***alleged failure to* properly treat inmate's "slipped *disk*" not proved—claim denied.** A claim based on an inmate's contention that the State of Illinois failed to properly treat or give medical attention to his "slipped disk" was denied, since the record showed that the inmate did receive medical treatment, no expert testimony was offered to show that the inmate's problems should have been treated differently, and the only basis for the claim of improper treatment was the inmate's own conclusions and complaints.

SOMMER, J.

Claimant is an inmate at Menard Correctional Center in Chester, Illinois. This case was filed January **1985,** and prays for money damages in the sum of

$100,000 on the basis of Respondent's alleged failure to treat or give proper medical attention to Claimant's "slipped disk."

An exhaustive review of the departmental report pursuant to Rule 14 is unnecessary. It appears that Claimant has received substantial medical treatment at the Menard Correctional Center extending from July 4, 1984, through the time of the hearing in the case. This treatment includes contact with numerous physicians including neurologists and hospitalization. Claimant offered no evidence whatsoever that the substantial medical treatment revealed by the departmental report was in any way inadequate or negligently administered. The proof at hearing in this case consisted entirely of Claimant's unsupported conclusions that he had not received adequate or satisfactory care at the hands of the various physicians to whom he had been referred by Respondent.

This Court has repeatedly held that the Respondent has a duty of care with respect to proper health treatment of inmates in the custody of the Illinois Department of Corrections. (*Witte v. State*, 21 Ill. Ct. Cl. 173; *Davidson v. State*, 35 Ill. Ct. Cl. 825.) The State must exercise ordinary and reasonable care for the preservation of a prisoner's health and life under the circumstances of the particular case. (*Woods v. State* (1985), 38 Ill. Ct. Cl. 9.) Whether or not the State has failed to act in accordance with the standard of ordinary and reasonable care for the preservation of a prisoner's health is a question of fact. *Desort v. Village of Hinsdule* (1976), 35 Ill. App. 3d 703, 342 N.E.2d 468.

In this case, there is nothing in the record to indicate that inadequate medical care had been afforded to the Claimant, other than Claimant's own conclusions and

complaints. No expert testimony was offered or elicited to show that the symptoms from which Claimant suffers could or should have been differently treated than the treatment that was in fact afforded. The Court may not conclude on its own what is or is not appropriate medical care under the circumstances of this case without the aid of expert testimony. See *Woods v. State* (1985), 38 Ill. Ct. Cl. 9.

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

(No. 85-CC-1713—Claim denied.)

WILLIE WILLIAMS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed May* 6,1988.**

WILLIE WILLIAMS, ***pro* se,** for Claimant.

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

WITNESSES—impeachment *consists of* ***many factors.*** The credibility of witnesses is a matter to be considered in all cases and impeachment of a witness may consist of many factors, including demeanor, sincerity, contradictions in testimony, and the ability to recollect.

PRISONERS AND INMATES—*lost* ***personal property—inmate's testimony*** *incredible—claim* ***denied.*** In the matter of an inmate's claim for the loss of several expensive items of personal property while being transferred between facilities, the record provided substantial indications that his testimony was incredible, since his memory failed him when he was questioned about matters before or after the scenario out of which the claim arose, his testimony was guarded and furtive, but he claimed he parted with the only real evidence supporting his claim based on the assumption that a single correctional officer's possession of the supporting documents would cause the State to pay his claim.

RAUCCI, J.

Claimant, an inmate in the penal system for the State of Illinois seeks recovery for his personal property which he claims was lost or converted by Respondent.

Claimant states that while a resident of the Menard Facility at Chester, Illinois, he was transferred, on or about the 23rd of February, 1984, to the Federal District Court in Chicago. At the time of this trip, his personal property was inventoried by Respondent and preserved in the personal property office. Claimant alleges that upon his return to Menard on March 7, 1984, Claimant claims that while in Cook County he was wearing personal jewelry consisting of two rings and a watch which were taken from him by "prison's officials" on or about March 1, 1984, when being transferred from the Federal facility in Chicago to the Joliet Correctional Center in preparation for his return to Menard.

Claimant alleges that his two rings and a watch were transported back to the Menard facility from the Joliet Correctional Center but were "misplaced" **by** Menard officials. Claimant sets the value of his lost personal property including the two rings and the watch at $1,900.00.

Claimant presented an institutional grievance to the Administrative Review Board at Menard on April 18, 1984. The minutes of the Administrative Review Board meeting contained the following:

"Findings: With regard to the personal property issue, the inmate stated that on February 24,1984, he was taken to Chicago on Writ status. He stated that, at that time, his personal property was inventoried and he received receipts for same. He stated he believes the property was placed in the personal property office. He stated he returned to the Menard Correctional Center on March 7, 1984. At that time, Officer Ticer indicated he refused to inventory the personal property due to the amount involved. The inmate stated he was then forced to sign the personal property inventory sheet and took his property to his cell. He stated he determined his television set, his radio, a

pair of shoes, and two pair of jeans and jean jackets were missing from his personal property. The inmate stated he has since received his television set. The inmate estimated the remaining personal property at a value of approximately $150.00.

On February 28, 1984, the inmate stated he was taken from a federal institution in Chicago to the Joliet Reception and Classification Center. He stated that, at that time, his watch and two rings were confiscated. He stated the property was transferred with him to the Menard Correctional Center. He stated he has recently been advised by the Menard Administration that the property in question is now missing. He stated that both rings contained diamonds and that the watch was a Timex Quartz. The inmate is also requesting copies of receipts for his personal property."

Claimant states that his watch was later returned but was broken.

Respondent's exhibit No. 1 was the resident personal property inventory record showing a packing date of 2-23-84. Aside from the two rings and the watch claimed to have been misplaced by Respondent, Claimant lists the following property as having been converted or lost, to-wit:

1. 196 albums at $6.98 each
2. Radio, $59.00
3. One pair of shoes, $39.00
4. Two blue suits, $74.00

The inventory record of 2-23-84 is signed by Claimant immediately under the following printed declaration:

"I hereby certify that the personal property sheets I am signing contain a true and complete listing of my personal property."

The personal property inventory lists the number of "records" of the Claimant at six (6), no suits, no rings, no wristwatch and no radio.

A resident personal property inventory record dated 3-6-84 identified as Plaintiff's exhibit No. 2 and allegedly prepared at Joliet Correctional Center listed

Williams with two rings and a wristwatch number 73359, under the heading "permit items."

With respect to Respondent's exhibit No. 1 Williams stated, "I admit that the items incorporated in the personal property receipts are some of the items that belong to me." With respect to Plaintiff's exhibit No. 2, Respondent admitted that the inventory record apparently prepared at Joliet was questioned as to authenticity but admitted that the inventory record was in Claimant's personal property file.

Upon his return to Menard, Claimant alleged that a correctional officer named "Ticer" informed him that Ticer had discovered that two rings and a watch on the Joliet inventory were missing. Williams testified that he gave Ticer the receipt showing the value of the rings and the watch. Ticer was, at the time of the hearing in this case, no longer an employee of the Department of Corrections. An adjustment committee summary identified as Respondent's exhibit No. 3 revealed that Officer Ticer testified on 9-14-84 before the adjustment committee that "he didn't have any knowledge about Williams' rings." Ticer apparently denied ever having copies of receipts from Williams (see Respondent's exhibit No. 3). Williams testified that his recollection was to the effect that each of the rings was of a value of $800.00. Williams testified that he gave the receipts showing the valuation of the rings to Ticer without having first made copies of them. Williams testified that reproduction or copying facilities were available to inmates at Menard Correctional Center. Williams stated he did this because he "was under the assumption that arrangements would be made to compensate (me) on a departmental level." Williams said he had turned the receipts over to Ticer because Williams felt this

"tangible evidence" turned over to the correctional officer would be sufficient enough to substantiate the cost of the rings.

Williams testified that the original inventory at Menard identified as Respondent's exhibit No. 1 "did not accurately inventory that property." Williams testified that with respect to his watch and rings, he was allowed to keep them at Joliet until he left to be transferred to Menard. The rings and watch were taken from him March 7,1984.

Williams testified that he had filed a substantial number of lawsuits against the State of Illinois in the Federal courts during the last 10 years. Many of those lawsuits complained about prison employees violating administrative regulations and administrative directives.

With respect to the 196 record albums, Williams testified that these 196 albums were acquired in a two-to-three month period of time prior to February 23, 1984, when Williams was taken to Cook County on a writ. Williams testified that he did not remember who boxed the 196 albums up. Williams testified with respect to an administrative review hearing in January of 1984, several months before the operative events set forth in the present claim, that he had claimed the loss or confiscation of 196 record albums. Williams had difficulty remembering his testimony or the facts concerning that administrative review hearing.

As in all cases, we are called upon to judge the credibility of witnesses. Impeachment can consist of many factors including observations of the demeanor and sincerity of witnesses, contradictions in testimony and the believability of the witness' testimony as a whole, taking into account the witness' past experiences, ability to recollect and many other factors. In the case at

bar there are substantial indications that Claimant is not believable. For example, Claimant's memory regarding certain incidents and events germane to the present claim was detailed and flawless; Claimant's memory failed him when questioned about matters that occurred before and after the scenario out of which the present claim arose that were material subjects of cross-examination. Claimant was guarded and furtive in the delivery of his testimony. Many of the Claimant's "tactics" in connection with the present case showed a high sensitivity to questions of the availability of documentary evidence and records; yet, Claimant says that he parted with the only real evidence of value as to his jewelry and watches on a trusting assumption that a single correctional officer's possession of those documents would suffice to cause the State of Illinois to remit over $1,600.00 to Claimant for his jewelry.

All in all, Claimant's case rests, in the last analysis, on the credibility of his testimony. We find Claimant's testimony to be incredible, and insufficient upon which to base an award in this case.

It is therefore ordered, adjudged and decreed that the Claimant's claim is denied.

(No. 85-CC-1868—Claimant awarded $750.00.)

ELLIS HUNT, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed December 1, 1986.

Order on denial of rehearing filed August 25, 1987.

ELLIS HUNT, ***pro*** **se,** for Claimant.

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

PRISONERS AND INMATES—prisoner beaten by fellow inmate—administratiue rules not followed—claim allowed. An award was granted to an inmate of a correctional center for the injuries sustained when the inmate was struck on the head with a broom handle by a fellow inmate, since the record established that the injured inmate was assigned to a protective custody unit because of threats from other inmates, the inmate had received a threat from another inmate, and even though he attempted to avoid any circumstances under which he might be attacked, he was hit on the head with a broom handle by another inmate, and the uncontradicted evidence showed that the antagonist's presence in the area where the attack occurred was in violation of the center's administrative rules and regulations.

OPINION

RAUCCI, J.

In this case Claimant, Ellis Hunt, age 49, an inmate at Menard Correctional Center, seeks damages from the State for injuries received by him on January 12, 1985, when he was attacked by another inmate and struck on the head twice with a broom handle.

On the date and time of the incident in question, the following facts have been admitted by Respondent pursuant to Claimant's "Request to Admit":

1. Cellhouse rules and regulations required the security staff to supervise all inmate movement at the prison.

2. A Protective Custody Unit existed at the prison for the purpose of protecting inmates from other inmates.

3. Members of the security staff were required to check all cell doors when inmates were moving to and from their cells for the purpose of making certain that all doors were secure.

4. Respondent's agents were required to take appropriate steps to provide security for inmates assigned to the Protective Custody Unit at the prison.

5. Regulations of the prison require that Respondent's agents protect inmates assigned to the Protective Custody Unit.

6. Claimant was assigned to the Protective Custody Unit because Respondent's agents had determined that Claimant was in need of protection from other inmates.

On the date in question, Claimant was attacked by inmate Johnny Brown around 7:15 to 7:30 p.m. Claimant was taking lifer food orders, which is his job at the prison.

Prior to the date of the attack, Claimant's antagonist had threatened Claimant. Claimant reported this to a guard. The guard warned Claimant not to be present on the gallery through feeding time or movie time. Claimant testified that he followed this admonition and went to the gallery at 7:15-7:30 p.m. taking lifer orders. Claimant testified that his antagonist was out of his cell without explanation and walked up to Claimant and struck him in the head with a broom.

Claimant sustained lacerations on his head, which were sutured. The lacerations healed satisfactorily. Claimant claims that the head lacerations caused him to have blood pressure problems.

Respondent argues that the State is not an insurer of the safety of inmates under its control. (*Dorsey v. State* (1977), 32 Ill. Ct. Cl. 449, 453.) In the case at bar, the uncontradicted evidence demonstrates that Claimant advised the agent of the State shortly before he was

injured of the threat posed to him by prisoner Johnny Brown.

Second, the State argues that Claimant's injury was a result of his own fault and negligence. The evidence in this case establishes that Claimant followed Respondent's suggestion to remain off the gallery in question while prisoners were going to and from meals and movies. The presence of Claimant's antagonist on the gallery at the particular time the Claimant was attacked was unexplained and, according to the uncontradicted evidence, in violation of administrative rules and regulations.

There is no question that Claimant sustained serious head lacerations, which caused him considerable pain and discomfort. Medical records submitted by Respondent subsequent to the hearing in response to Claimant's motion to produce do not permit the conclusion that Claimant's blood pressure problem is in any way related to the lacerations sustained on his scalp as a result of the attack by inmate Johnny Brown.

It is therefore ordered, adjudged and decreed that Claimant is awarded **$750.00** in full and complete satisfaction of this claim.

ORDER ON DENIAL OF REHEARING

RAUCCI, J.

This Court, having considered Respondent's petition for rehearing, Claimant's response thereto and being fully advised in the premises, finds:

1. Respondent maintains that it was not served with the Claimant's "Request to Admit" which was filed on March **6, 1985.**

2. Reading the record, we can see how confusion could have occurred. However, the Commissioner specifically called to the Attorney General's attention the existence of the "Request to Admit." See the transcript of proceedings for December 2,1985, at page 21, where the Commissioner Rath discussed the request as "consisting of ten paragraphs." The Assistant Attorney General then asked to see the document.

3. Additionally, to this date, no response or denial to the "Request to Admit" has been filed.

It is therefore ordered that the petition'forrehearing is denied.

(No. 85-CC-2244—Claimant awarded $750.00.)

CHARLES MARTIN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed August* 25,1987.**

***Order filed November* 2,1987.**

***Order filed April* 28, 1988.**

CHARLES MARTIN, ***pro se,*** for Claimant.

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

PRISONERS AND INMATES—***door closed on inmate—rib broken—award grunted.*** An award was granted to an inmate who suffered a broken rib and was wrongfully denied medical treatment and placed in segregation on the basis of disciplinary reports filed by officers who denied that the incident in which the inmate's rib was broken ever occurred, since the preponderance of the evidence established that one of the officers closed a heavy steel door on the inmate which resulted in the broken rib, medical treatment was denied, and even though the inmate had psychological problems, he was wrongfully placed in segregation due to his legitimate complaints about his untreated injury.

OPINION

RAUCCI, J.

This is a claim brought by Claimant, Charles Martin, now a resident of Dixon Correctional Center, for personal injuries sustained while he was a resident of Logan Correctional Center, for alleged lack of medical attention after the incident, and for wrongful transfer from Logan Correctional Center to Menard Correctional Center.

The record demonstrates that the medical authorities at Logan Correctional Center considered Claimant to be mentally ill. However correct this diagnosis may have been, it has no bearing on certain aspects of Claimant's claim. Claimant has filed numerous pleadings in this case, some of them somewhat unintelligible. He filed a related action in the Federal District Court for the Central District of Illinois which was dismissed by order of that court entered on January 24, 1985, which found that Claimant's grievances were not actionable under 42 U.S.C. 1983, but possibly could be heard in a State court.

Claimant makes essentially four allegations of wrongdoing on the part of the Respondent:

A. That on April 13, 1984, at Logan Correctional Center, Captain Hockaday, while "under the influence of liquor or dope," deliberately slammed a heavy door on Claimant, knocking him to the floor and causing him to break a rib.

B. That the officer on duty refused to let Claimant have emergency medical care.

C. "Dr. Trapp, 4/16/84, deliberately made out a medical report that nothing was broken, and no serious injury present. No treatment was given for broken rib."

D. "Dr. Capler who received this report and in spite of my continued complaint of hard breathing with pain in chest and unable to sleep, treated my problem as mental hallucinations and prescription for mental disorder, had me shipped to Menard Mental Center, being assisted by Dr. Levie, **4/16/84 & 4/17/84."**

While Claimant has filed a variety of pleadings, the allegations appearing throughout are basically as set forth above, except that in a pleading filed on July **19, 1985,** Claimant alleges various acts of misconduct on the part of prison officials at Menard after he was transferred to Menard.

Claimant's testimony was that on April **13, 1984,** at about two o'clock in the afternoon he was standing in the doorway of a recreation room at Logan Correctional Center talking to Captain Hockaday concerning some items of Claimant's personal property alleged by Claimant to have been misplaced or stolen in the receiving department.

The officer was standing in the hallway outside the recreation room. The doorway was fitted with a heavy, solid steel door which opened inwards into the recreation room and was open at the time. The officer, apparently wishing to terminate the conversation and without asking Claimant to move or otherwise warn him of his intentions, pulled the door shut while Claimant was still standing in the doorway. The force of being hit by the door knocked Claimant over and into a large ash stand causing him to break his right eighth rib. Claimant testified that the officer's speech was slurred.

Claimant was in pain from the blow and asked the officer in charge of the recreation room for medical attention. But the officer told him it was too late and that he could go to sick call in the morning.

The record contains photocopies of the affidavits of two inmates—James Johnson and Bellamy—corroborating Claimant's account of the incident. The record also contains a radiological report dated **4/16/84** (typed **4/19/84)** showing a fracture of the right eighth rib.

A photocopy of a resident injury report, signed by C. Glenn, R.N., and made part of the record, shows that Claimant appeared at sick call at 7:30 a.m. on April **14, 1984,** alleging that Captain Hockaday had closed a steel door on his right chest and right elbow, and that he was not allowed to see a nurse. The nurse found no marks, bruises, or swellings and full range of motion of all extremities, and did not recommend any treatment.

Officer Hockaday and Officer Merreighn (the officer in charge of the recreation room) thereupon filed disciplinary charges against Claimant alleging that the incident never occurred and Claimant was placed in segregation.

Claimant's medical progress notes show that on April **15, 1984,** medical personnel visited Claimant in segregation and although Claimant complained that he was hurting terribly no injuries were noted.

On April **16, 1984,** he was seen in the clinic by Dr. Trapp. His medical note is reproduced below:

"4/16/84
M.D. NOTE
O: Is examined this morning with a complaint of pain in the right chest and some slight pain of the right elbow following an injury in which a door was slammed on him he states. The pain in the elbow is almost all gone he states. He states the pain in the ribs is very minimal although a deep breath seems to cause him **some** distress.

P W/U Rib cage
Rx X-Rays. Not that I think anything is broken, but in case of any medical/legal problem. No additional treatment is recommended.

Examination reveals there is no tenderness and there is complete ROM and normal sensation in the entire right arm. The rib cage may be minimally sore; lungs sound clear throughout. Pressure on the ribs cause minimal distress.

A: Minimal contusion of the right chest.

Robert N. Trapp, M.D./bmm"

The X ray taken April **16,1984** on Dr. Trapp's order showed that Claimant's right eighth rib was in fact broken.

The preponderance of the evidence is that Captain Hockaday wilfully or at least negligently did in fact slam the door on Claimant causing Claimant to suffer a broken right rib, and that the officer in charge of the recreation room refused to let Claimant have medical attention. It is also the preponderance of the evidence that Claimant was wrongfully put in segregation on the basis of the false disciplinary reports filed against him by Officers Hockaday and Merreighn denying that the incident occurred.

It is further true that in effect he at no time received treatment for his broken rib, even though he was complaining of pain, because there appeared to be no visible exterior indication of an injury.

On the state of the record we cannot draw the conclusion that the sole reason Claimant was transferred from Logan to Menard was because the medical personnel at Logan misdiagnosed his condition as mental. The doctor's note of April **17, 1984,** would indicate that Claimant did in fact have severe psychological problems. The mishandling of the April **13,1984,** incident followed by Claimant being wrongfully put in segregation probably did not help his mental condition.

Because Claimant received no medical treatment for his broken rib he suffered two or three days of pain. While in segregation he tied his belt around his rib cage to alleviate the pain (Tr. 17, 19). By the time he was taken out of segregation and transferred to Menard the pain had stopped.

Considering the physical injury wrongfully inflicted upon Claimant, the refusal of the officer in charge of the recreation room to let him have emergency medical treatment, the failure to treat the broken rib, the pain and suffering he endured, we award Claimant $750.00.

It is therefore ordered, adjudged and decreed that Claimant be awarded $750.00 in full and complete satisfaction of this claim.

ORDER

RAUCCI, J.

This cause coming on to be heard on Claimant's "Written Request or Notice of New Trial (Appeal),"the Court having examined all the documents filed by Claimant and having reviewed the record, and being fully advised in the premises,

It is ordered that the "Written Request or Notice of New Trial (Appeal)"is denied.

ORDER

RAUCCI, J.

This cause coming on to be heard on the Claimant's "Appeal" and the Court being fully advised in the premises finds that we have previously denied Claimant's request for a new trial or appeal, it is hereby ordered that the Claimant's appeal is denied. The Clerk is

directed to not accept any further post-trial motions in this case.

(No. 85-CC-2261—Claim denied.)

HARLEY L. NICHOLS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed August 13,1987.

HARLEY L. NICHOLS, *pro se*, for Claimant.

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

PRISONERS AND INMATES—*res ipsa loquitur not applicable to prisoner personal property cases.* The Court of Claims has generally not recognized the legal theory of ***res ipsa loquitur*** in actions for inmates of correctional facilities based on the loss of personal property, but where staff negligence has been affirmatively shown, awards can be made.

BAILMENTS—*prisoner personal property loss—what necessary to justify award.* When an inmate is able to show a bailment of his personal property by a preponderance of the evidence and the State is unable to present evidence showing the exercise of due care with regard to the bailed property of the inmate, an award may be granted.

PRISONERS AND INMATES—*inmate's property lost—no bailment shown—no negligence shown—claim denied.* An inmate of a correctional facility allegedly lost some personal property including a television, but his claim based on that loss was denied, since he failed to present any evidence of a bailment, or that negligence on the part of the staff of the facility caused his loss.

PATCHETT, J.

On July 19, 1983, Claimant was a resident of the Illinois Department of Corrections at Pontiac Correctional Center. On that date, he was preparing to be transferred to Menard Correctional Center. Claimant had assembled and packed all of his personal property in his cell.

Claimant alleges that on that date, he went to the dining room of the Pontiac Correctional Center for his breakfast and left his personal property in his cell. He also claimed that he checked the cell door and it was locked when he left it. The Claimant further alleged that when he returned from his breakfast to his cell, he discovered his television set, converter box, and a fan were missing. Attached to the Claimant's complaint was his personal property permit from Pontiac Correctional Center for his television set and converter.

Claimant alleges that his color television set was worth **$285.97,** his converter box was worth **$43.96,** and his fan was worth **$35.00.**

At the hearing held in this case, the Claimant testified that he had routinely gone to breakfast on the morning of July **19, 1983,** and when he returned his property was missing. Claimant went to the guards and told them his property was missing. However, the officer in charge denied that Claimant reported the property missing at an administrative review hearing.

On cross-examination by Respondent, Claimant stated that his cell was locked. He further stated that in order to enter the cell an officer has to unlock the door.

Basically, Claimant's theory is in the nature of ***res ipsa loquitur.*** The Court has not recognized this legal theory as a basis for awards in prisoner personal property cases. The Court has held that in cases of staff negligence, when affirmatively shown, an award can be made. In this case, no such showing of staff negligence has been made. The Court has also held that where a bailment is shown by a preponderance of the evidence and Respondent cannot show evidence showing due care, then an award may be made. In this case, the Court

has not seen evidence of a bailment. For those reasons, we hereby deny this claim.

(No. 85-CC-3069—Claimant awarded $11,034.35.)

KAREN MUNSTER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 23, 1988.

HORWITZ, HORWITZ & ASSOCIATES (JOHN KOVAC, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (KARIN L. KEPLER and ERIN M. O'CONNELL, Assistant Attorneys General, of counsel), for Respondent.

NEGLIGENCE—***State's duty to maintain its premises.*** The State of Illinois has a duty to maintain its premises in a reasonably safe condition.

SAME—***fall at driver's license facility—broken leg—claim awarded.*** An award was granted to a Claimant who suffered a broken leg when she slipped on a puddle of water while entering a State driver's license facility, since the evidence established that the depression which allowed rain water to collect in a vestibule area had existed for some time and the State's failure to correct the condition constituted a violation of its duty to exercise reasonable care in maintaining its premises.

DAMAGES—***slip and fall—award for loss of business investment denied.*** Even though the State's negligence in failing to maintain its premises was the proximate cause of the Claimant's broken leg, the Claimant failed to prove that her damages included the loss of her business investment due to the closing of her business, since there was no showing that the closing was proximately caused by her injuries and there was no evidence as to the decline of business immediately after her fall.

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 September 20, 1983, Claimant, Karen

Munster drove to the Secretary of State driver's license facility in Bradley, Illinois. Claimant's son, Timothy, and her mother-in-law, Emma Munster, accompanied her.

Claimant arrived at the driver's license facility at approximately 3:45 p.m. It was either raining or had just finished raining. Claimant exited her automobile and proceeded to the door of the facility which opened outwards. When she opened the door, she stepped onto a mat which moved, causing Claimant to fall and break her leg. Claimant's mother-in-law saw Claimant fall and with her grandson went into the facility. Upon entering the facility the grandson fell, the Claimant catching him.

Mr. Thompson, supervisor of the State facility stated it rained all day and the first time he saw Claimant, she was in a sitting position on the floor.

Emma Munster looked down at the floor and saw a puddle of water inside the doors approximately four or five inches inside the door. It was about the size of a dinner plate. There were cracks in the floor and a slope which created a spot for water to gather. Employees from the facility assisted Claimant up. Claimant got her driver's license and later drove to Sears. While at Sears, the leg pain became so unbearable, Claimant's mother-in-law took Claimant to St. Mary's Hospital. Claimant saw Dr. Lange and Dr. Renchler, an orthopedic physician, who provided a report.

It is clear that the tile inside the facility had been there for some time and a depression existed allowing water to collect. The Secretary of State employees kept a mop in the vestibule area on days which it rained, which suggests there were problems with water accumulating in that location. To allow this condition to exist is a violation of the duty of reasonable care that the

State owes in maintaining its premises in a reasonably safe condition. *Hanby v. State* (1976), 31 Ill. Ct. Cl. 487.

Damages consist of the broken bone Claimant suffered during the fall, pain, suffering, disability, medical bills and the issue of economic loss, a result of her disability.

Claimant's injury consisted of a nondisplaced fracture of the patella which was accompanied by patellar chrondromalcia and atrophy. The chrondromalcia is evidence of permanent changes in her knee joint.

Claimant's claim regarding loss of her business investment is less clear. It was not proven that Claimant's closing her business was proximately caused by the injuries suffered. Other people including her partner were able to perform her functions. No evidence was presented as to the decline of business immediately following the incident at the State facility.

Ordered that Claimant is awarded ten thousand **($10,000.00)** dollars for pain, suffering and disability and one thousand thirty four dollars and thirty five cents **($1,034.35)** for medical bills, said award being in full and complete satisfaction of Claimant's complaint.

(No. **86-CC-0062—Claimant awarded $1,650.00.)**

GEORGE HAMMER, **Claimant,** v. THE STATE OF ILLINOIS, Respondent.

***Opinion filed September* 30,1987.**

GREGORY H. CLARK, for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCK-

LEY, 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 its correctional facilities with safe conditions under which their assigned work is to be performed.

CONTRIBUTORY NEGLIGENCE—application of assumption of risk and contributory negligence to inmates. For purposes of applying the traditional doctrines of assumption of risk and contributory negligence, prisoners and inmates of State correctional facilities ordinarily do not possess the freedom of choice inherent in those doctrines.

PRISONERS AND INMATES—inmate burned on ankle in prison kitchen—State negligence—award granted. An award was granted to an inmate of a correctional facility for the injuries sustained when he slipped and fell while working as a cook and burned his ankle on either a cooking pot or some hot water which had spilled on the floor of the kitchen, since the record established that the State breached its duty to provide the inmate with a safe work area by allowing the kitchen floor to be covered with greasy water.

POCH, J.

This is a claim by George Hammer, an inmate of the Graham Correctional Institution in Hillsboro, Illinois, for injuries he sustained on May 11, 1984, while performing his duties in the kitchen. On the date of the accident, the Claimant was a cook and had been a cook for six months at Graham. During the early evening of May 11, 1984, the Claimant slipped and fell on an excess amount of water on the kitchen floor and suffered a second-degree burn on his right ankle. According to the testimony, the burn either resulted from the hot water on the floor or from direct contact with a cooking pot.

There is clearly no dispute that the Claimant slipped and fell on water that appeared on the floor of the kitchen and suffered a burn on his ankle as a result of that fall. The question is simply one of liability for the fall and the resultant injury.

The Claimant described in detail the floor plan of the kitchen. He specifically described the center working area where there are large cooking pots, steam

heated (connected by necessary steam pipes), along with fryers and large coffee pots. The center area is surrounded by a drain approximately one foot wide and one foot deep covered by grating. The cooking pots are four feet by three feet in diameter. They are round and do not have lids. The pots are filled with steam and water during the cooking process and are drained by a "clean up detail" by turning a spigot located some six inches from the bottom of the pot from which the water exits directly into the drain. The only other way to drain the pot is to use a crank and turn it upside down. According to the Claimant, when the pot is drained by using either method, water spills over the floor beyond the drain.

On the night of the incident in question, one of the cooking pots had been turned upside down in order to be drained quickly, a normal process according to the Claimant. The resultant greasy water on the floor caused the Claimant to slip and burn his ankle. The State owes a duty to inmates of its penal institutions to provide them with safe conditions under which to perform their assigned work. ***(Reddock v. State,* 32** Ill. Ct. Cl. **611; *West v. State,* 31** Ill. Ct. Cl. ***340.*** See also ***Spears v. State,* 37** Ill. Ct. Cl. **164; *Burns v. State,* 35** Ill. Ct. Cl. **782.)** In the instant case, the Court finds that the State breached its duty to provide such a safe work area. **As** in other cases, the Court notes that' prisoners and inmates ordinarily do not possess the freedom of choice inherent in doctrines of assumed risk and contributory negligence. Furthermore, the record does not contain any evidence of the same. ***Reddock v. State,* 32** Ill. Ct. Cl. **611.**

On the night **of** the injury, the Claimant went to the infirmary where the burn was treated with salve and bandage. He was instructed by the nurse not to go back

to work. During two subsequent treatments in the prison infirmary, the burn was also bandaged.

Within five weeks of the accident, the Claimant was transferred to East Moline, Illinois, where he began work as a prison painter. Subsequent medical records introduced by the Claimant indicate that he sustained a two-to-three centimeter scar on his right ankle as a result of the burn. Touch, circulation and sensations are all normal and he has a full range of motion. Subjectively, he does continue to complain of pain and sensitivity in the area of the right ankle. It was described as "an injury of irritation."

It is therefore ordered that Claimant be, and hereby is, awarded the sum of sixteen hundred and fifty dollars ($1,650.00).

(No. *86-CC-0162—Claim* dismissed.)

EVELYN CLAIBORNE and GWENDOLYN FERGUSON, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed August* 20,1987.**

EVELYN CLAIBORNE AND GWENDOLYN FERGUSON, pro se, for Claimants.

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

CONTRACTS—*consideration* is *required for contract.* A generally accepted principle of law is that a contract must be supported by adequate consideration moving in the direction of each of the parties to the agreement.

SAME—apprenticeship agreement no contract—claim based on alleged

breach dismissed. An apprenticeship agreement offered by a State correctional center and executed by the two Claimants under which programs were to be provided for apprenticeships in various types of jobs did not impose a legal obligation of performance on the State, since neither party to the agreement promised to do anything, and therefore the Claimants' breach of contract argument was dismissed.

NEGLIGENCE—***alleged physical injuries not supported by evidence.*** The allegations of two inmates of a correctional facility that they suffered physical injuries through their participation in an apprenticeship program provided by the State were not remotely supported by the evidence, and therefore their claims were dismissed.

RAUCCI, J.

Claimants Evelyn Claiborne and Gwendolyn Ferguson were incarcerated at Dwight Correctional Center. Ferguson arrived there in 1979; Claiborne arrived there in 1980. In 1981, a new vocational training program was created for the inmates at Dwight. The program provided for apprenticeships in various types of jobs. Both of the Claimants signed certain documents entitled "Apprenticeship Agreement," wherein the trade they had selected to study was specified. They signed the documents voluntarily and did not pay any fees to enter or apply for the programs. Ferguson began her training in 1981, and became dissatisfied with it in 1983. Claiborne began her training in 1982, and became dissatisfied with it in 1985.

Sometime subsequent to the commencement of the training program, each of the Claimants became dissatisfied with the progress being made. In substance, they alleged that:

1. Claimants should have received certificates of completion sooner than they did;

2. The program was not Federally accredited;

3. The programs are not accepted by local trade unions;

4. The instructors in the program were not qualified; and

5. Participation in the program caused each of the Claimants physical injuries.

Each of the Claimants bases her claim on the theory of breach of contract and fraudulent misrepresentation. The apprenticeship agreement executed by each of the Claimants does not meet the requirements of a contract since neither party to said agreement promised to do anything. Therefore, the agreement did not impose a legal obligation of performance.

It is a well accepted principle of law that a contract must be supported by adequate consideration moving in the direction of each of the parties to the agreement. (*Lipkin* v. *Koren* (1946), **392** Ill. 400.) In the instant cases, no such consideration passed to the State of Illinois. The program was provided without cost to the Claimants and was for the sole purpose of enhancing the skills and abilities of the participants, however slight such enhancement may be. There was no guarantee by the Respondent of successful completion, nor of recognition by unions or of employment for the participants.

Claimants did not have a cause of action for breach of contract against the State of Illinois. The allegations that each of them suffered physical injuries as a result of participation in the program **is** not even remotely supported by the evidence.

It is therefore ordered, adjudged and decreed that the claims are dismissed, with prejudice.

(*No.* 86-CC-0203—Claimant awarded $3,491.76.)

RODNEY J. GUFFEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 4, 1987.

KNUPPEL, GROSBOLL, BECKER & TICE, for Claimant.

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

NEGLIGENCE—duty of driver of State truck to yield to traffic. A driver of a State truck performing maintenance work along a State highway has a duty to watch for oncoming traffic and to yield to such traffic.

SAME—maintenance truck pulled in front of oncoming traffic—breach of duty—claim allowed. When the driver of a State truck which was being used to spray weeds along a State highway pulled onto the highway in front of two oncoming trucks, the driver breached his duty to yield to oncoming traffic and the State was liable for the damages caused when the Claimant crashed into the rear of the trucks as they braked to avoid the State truck.

DAMAGES—***collision caused by State truck—lost income calculated on basis of income tax return.*** Where the Claimant crashed into two trucks which were braking to avoid hitting a State maintenance truck which had negligently pulled onto a highway, the Claimant's loss of income due to the damages to his truck were calculated on the basis of the income disclosed by his prior income tax return.

SAME—award reduced for comparative negligence. An award granted for the loss of income resulting from the damages to the Claimant's truck was reduced by $33^1/_3$% for comparative negligence, since the Claimant contributed to the accident by violating his duty to drive at a reasonable and proper speed and not to follow too closely.

SOMMER, J.

This cause comes on for hearing on a complaint for loss of income due to an accident involving Claimant's truck. There does not appear to be a great deal of dispute as to the facts. All vehicles involved were traveling southbound on 1-55 near the 100-mile marker. At this location the wide shoulder on the right converges with the right-hand lane as the roadway reaches the overpass. At the overpass, the shoulder ceases to exist;

and there are only two lanes with guardrails on either side.

On June 20, **1984,** at approximately 8:30 a.m., the State of Illinois had a State maintenance truck located on the shoulder, traveling at approximately five miles per hour spraying weeds along the base of the overpass. The spray truck pulled into the right lane of traffic at the expiration of the shoulder at a time when two large semi-trailer trucks were in both lanes. Since neither truck could go anywhere, they braked. The Claimant who was behind the two trucks apparently was checking his rear-view mirror to follow the truck in the passing lane. At that moment he looked up, and it was too late to avoid colliding with the trucks in front. Claimant stated that about ½ to ¾ of a mile before the accident he saw the State truck on the shoulder. From then on the truck trailers ahead of him blocked his view of the State truck.

The driver of the State truck stated that he checked his rear-view mirror before pulling into the right lane and saw trucks approximately one mile back. He further stated he assumed they were going to move into the passing lane, as one appeared to be doing so. He also acknowledged that he knew "they could come up on you pretty quick."

The State truck driver had a duty to watch for and to yield to the traffic on the highway. (Ill. Rev. Stat., ch. 95½, par. **11—906.)** That duty was breached when the State truck driver failed to see properly the three trucks and entered the highway in front of them. The State truck driver's entering the highway so as to interfere with the progress of the three trucks was the proximate cause of the accident. The present case can be distinguished from ***Harris v. State*** (1986), **39** Ill. Ct. Cl. **176,** in that the lead truck in the Harris case stopped

when it did not have to and was hit by the following truck. Both trucks belonged to the same owner. In this case the lead trucks had to stop suddenly as further progress would necessarily lead to a collision with the State truck, each other, or the bridge rail.

The measurement of damages in this case is difficult. First, the Claimant prays for damages for 52 working days while the Respondent argues that there is no evidence of mitigation. It would seem reasonable to the Court, and the Claimant so testified, that he had to receive his settlement from his insurer and then purchase and prepare a new truck. Neither one of these procedures could be expected to occur overnight. Thus, the Claimant could be expected to take some time to get on the road again, and the Claimant's testimony was that it took 52 working days. Such testimony was not disputed at the hearing by the Respondent.

Testimony elicited by Commissioner Barnes was that the Claimant was paid by the load by Ron Smith, his employer or contractor. The truck carried approximately 22 tons net weight, and the Claimant was paid about $1.40 per ton per trip. This would mean about $30.80 per trip income. Unfortunately, the trips per day varied from 8 to 13, so the lost income cannot be accurately projected. However, if we assume an average of 11 trips per day, the Claimant would have an average income of $338.80 per day or $17,617.60 income before expenses. From the Claimant's 1985 income tax form, expenses seem to run about 70% of the gross income from business, so the lost profit would be $5,285.28 approximately.

At the hearing, the Claimant attempted to prove the lost income by entering into evidence the Claimant's

1985 income tax forms. Claimant testified that he worked exclusively for Ron Smith during that year; however, on the forms income from other trucking employers is included; only $59,880.03 comes from Ron Smith out of a total of $70,974.99. We are led to the conclusion that the profit would be 84.4% of that stated, or $24,702.03 after adding back depreciation. If the Claimant operated 50 weeks per year minus five holidays, a daily rate of $100.82 results, or $5,242.64 profit for 52 days. As the damages calculated both ways are remarkably close, the damages are establishable, and the Court will award those based on the 1985 income tax return.

The award will be reduced by 33⅓% for comparative negligence. The Claimant had a duty to drive at a reasonable and proper speed and not to follow too closely. (Ill. Rev. Stat., ch. 95½, pars. 11—601, 11—710.) However, the Claimant could not reasonably anticipate that the State truck, which he could not see, would pull out in front of the lead truck. Nonetheless by following too closely and being ready to overtake a truck traveling 50-55 miles per hour when the speed limit was 50 miles per hour, in a narrowing section of roadway, he contributed to the accident. Therefore the Claimant is entitled to an award of $3,491.76, and it is so ordered.

(No. 86-CC-0246—Claimant awarded $250.00.)

MELVIN WILLIAMS-EL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 25, 1987.

MELVIN WILLIAMS-EL, *pro se*, for Claimant.

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

PRISONERS AND INMATES—*unauthorized inmate allowed in Claimant's cell—intentional infliction of mental distress—claim allowed.* **An inmate of a correctional facility was granted an award for the intentional infliction of mental distress arising from an incident in which a guard allowed an unauthorized inmate into the Claimant's cell, notwithstanding the fact that the Claimant was not physically injured and that the normal conditions of prison life could produce the anxiety the Claimant complained of, since the actions of the guard were beyond the normal hazards of prison life.**

RAUCCI, J

This cause coming on for hearing, the Court being fully advised in the premises;

The facts are stipulated. A guard unlocked and allowed an unauthorized inmate into Claimant's cell.. The Claimant reacted quickly, grabbing the inmate and reversing their positions placing himself outside the cell and locking the potential assailant within.

It is further noted that the officer falsified a report claiming an assault'by the inmate. If said report had been allowed 'to stand, Claimant would have lost privileges and six months of good time. Claimant shows no physical injury, and the nature of his cause of action is for intentional infliction of mental distress.

Claimant testified to being afraid, nervous and upset over the incident. It may be argued that the day-to-day existence while being incarcerated in a maximum security prison would produce this type of anxiety. In this case, however, the agent of the State, Officer Donoyan, went beyond the normal hazards of prison life. The apprehension produced, both as to physical harm and loss of privileges, is compensable.

It is therefore ordered that Claimant is awarded $250.00 in full and complete satisfaction of this claim.

(No. 86-CC-0735—Claimant awarded $100.00.)

KENNETH JOHNSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed February 3, 1988.

KENNETH JOHNSON, pro se, for Claimant.

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

BAILMENTS—***when bailment is created.*** A bailment is created when the property of an inmate of a correctional facility comes into the exclusive possession and control of an agent of the State.

DAMAGES—lost property—depreciation may be considered in determining value. In a case involving the loss of property by an inmate of a correctional facility, the Court of Claims may take into consideration depreciation in determining the value of the lost item, especially where the only evidence as to the value of the lost items is the Claimant's opinion.

BAILMENTS—***confiscated gold chains lost—state negligent—award granted.*** An inmate of a State correctional facility was granted an award based on the Court of Claims' determination of the value of the inmate's gold chains which were lost after being confiscated as contraband, since the evidence showed that the State was negligent in failing to safeguard the property, notwithstanding the allegation that the chains were contraband, but the inmate failed to present any evidence as to the value of the chains other than his own opinion

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 April 30, 1985, Claimant, Kenneth Johnson, was an inmate at Menard Correctional Center when he was subject to a shakedown wherein his three gold chains were taken by a correctional officer.

The departmental report indicates Officer Arbeiter confiscated three gold chains from Claimant on April 30, 1985. Two gold chains held gold hearts and one was plain. The Department of Corrections considered the

property contraband and if was placed on a cart to go to the personal property office. No record reflected that the property was received. The property cart would not have been locked and was accessible to anyone in the gallery. Claimant was issued a receipt for the property.

Pursuant to Institutional Directive **05.03.111,** the chains were contraband as they were not religious medals. The departmental report indicated Claimant had one gold chain when incarcerated and received two as gifts while at Pontiac. Claimant valued the chains at six hundred forty-five dollars and 0/100 **($645.00).**

Where the record shows that property of a prisoner comes into the exclusive possession and control of Respondent, a bailment is created. (Wilson ***v. State*** (1982), **35** Ill. Ct. Cl. **135.)** The evidence shows that Claimant's three gold chains were confiscated by prison guards of the Respondent. The State's argument on contraband was dispensed with in ***Puckneth v. State*** (1979), ***33*** Ill. Ct. Cl. **179,** as the property in this case was not dangerous ***per se*** or did not present a health hazard. The three gold chains, if in fact they were contraband, were contraband by virtue of prison regulations, and the State had a duty to safeguard them. The State was negligent.

Claimant failed to establish proof as to the value of the property other than Claimant's opinion. Pursuant to the authority in Wilson, at **137,** the Court must place a value on the three gold chains. Depreciation is given consideration in determining value. ***Black v. State*** (1981), **35** Ill. Ct. Cl. **292.**

It is hereby ordered that an award of one hundred dollars and 0/100 ($100.00), is hereby entered in favor of Claimant, said award being in full and complete satisfaction of Claimant's complaint.

(No. 86-CC-0746—Claim denied.)

KENNETH JOHNSON, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

Opinion filed December 18, 1987.

KENNETH JOHNSON, *pro* **se**, for Claimant.

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

PRISONERS AND INMATES—***State's duty to safeguard inmates' property.*** The State of Illinois has a duty to exercise reasonable care to safeguard and return the property of an inmate of a State correctional facility when that property comes into the State's actual physical possession during the course of transferring the inmate between facilities.

SAME—inmate transferred—property lost—inmate failed to explain why he admitted receiving all his property—claim denied. Where an inmate of a correctional facility testified that certain items of his personal property were lost by the State during his transfer between two facilities, the burden of proving due care shifted to the State, but that burden was satisfied by the State's reliance on a receipt signed by the inmate admitting that he had received all of his property after the transfer, and the claim was denied in the absence of any explanation from the inmate as to why he admitted receiving all of his property if some of the property was actually missing.

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 March 5, 1985, Claimant, Kenneth Johnson, was to be transferred from Pontiac State Prison to Shawnee Prison, but due to a disturbance caused by Claimant he was sent to Menard. Prior to leaving Pontiac, Claimant's personal property was inventoried by a correctional officer under the observation of Claimant. Claimant watched the officer seal the boxes. When Claimant arrived at Menard, the personal property was

inventoried by another correctional officer. The following property did not arrive at Menard:

a) two pairs of jeans—purchase date unknown
b) one pair gym shoes—purchased in October
c) twenty-six packs of cigarettes—purchase date unknown
d) three combs—purchase date unknown
e) five bath towels

Claimant placed a value of **$100.00** on the above property.

The State presented no evidence, but relied on the departmental report. The departmental report indicated that on March **9, 1985,** Claimant signed an inmate personal property receipt stating, "I have received all of my personal property."

This Court has held that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property during the course of the transfer of an inmate between penal institutions. Doubling ***v. State*** **(1976),** ***32*** Ill. Ct. Cl. **1;** ***Arles v. State*** **(1978),** ***32*** Ill. Ct. Cl. **193.**

Claimant's testimony shifted the burden to Respondent to prove due care. Respondent relied upon Claimant's admission in the departmental report in which he stated, "I have received *all* of my personal property." (Emphasis added.) Claimant's admission satisfies the State's burden of proof. ***(Moore v. State*** **(1980),** ***34*** Ill. Ct. Cl. **114.)** Upon receipt of the departmental report, the burden shifted back to Claimant to go forward and overcome or at the very least explain his admission. This he failed to do.

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

(No. 86-CC-0845—Claimant awarded $750.00.)

JOHN D. THOMAS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 19, 1987.

JOHN D. THOMAS, *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 inmates of the State's correctional facilities with reasonably safe conditions, but the State is not an insurer, and not every slip and fall injury is compensable.

SAME—fall in shower—inmate's finger cut on exposed ventilation fan—State negligent—award granted. An inmate of a State correctional facility was granted an award for the injuries he sustained when he slipped on an accumulation of debris in a shower and cut his finger on a ventilation fan in an attempt to stop his fall, since the testimony of the inmate and his witnesses established that the shower area was unclean, the fan was negligently allowed to operate without a protective screen, and that a screen was added after the inmate's injury, and the State's negligence was the proximate cause of the inmate's injury.

SAME—complaint of inadequate medical treatment not supported by euidence. The complaint of inadequate medical treatment filed by an inmate who cut his finger when he fell in a dirty shower where a ventilation fan was negligently allowed to operate without a protective screen was not supported by the record, since there was no evidence of the standard of care required under such circumstances, notwithstanding the fact that the inmate did suffer an injury as a proximate cause of the State's negligence.

SOMMER, J.

In this case Claimant, an inmate in the custody of the Illinois Department of Corrections at Menard

Correctional Center, seeks damages in the sum of $75,000.00 for bodily injuries sustained by Claimant on June 14, 1985. Claimant alleges he was taking a shower and' sustained bodily injury to his right hand (middle finger) due to an unclean shower stall. An unprotected ventilation fan at the rear of the shower stall lacerated his middle finger in two places when he endeavored to protect himself from a fall caused by accumulated soap and debris on the shower floor.

Claimant testified that on June 14, 1985, he was drying off after taking a shower while residing in the East cell house. There was soap debris on the floor (T10). Claimant slipped and fell backwards and in an attempt to catch himself his hand hit the edge' of a ventilator fan which lacerated the middle finger on his right hand (T10). Claimant demonstrated scars on the middle finger of his right hand (T11). Claimant was afforded medical treatment (T11). The cuts became infected (T12) but are now healed (T12, 13).Claimant has a knot on his finger that hurts painfully when hit. The finger will not bend all the way to touch the palm of Claimant's hand (T13).

The fan involved in Claimant's alleged injury was said to be approximately two-feet square with meta! blades. The fan is designed to blow steam from the building outside of the cell house (T14). Claimant testified there was no screen covering the fan (T14). A screen was installed over the fan after Claimant's injury (T16). Claimant's testimony was corroborated by inmates Dennis Jones (T46), Eugene Tillman (T53), and James Simmons (T57).

Although the departmental report filed by Respondent pursuant to Rule 14 materially contradicts the evi-

dence adduced on behalf of Claimant, the clear and substantially uniform testimony at the hearing in this cause establishes that an unprotected ventilation fan caused injury to Claimant's right middle finger in the shower of the East cell house on the date in question. Further, it appears virtually uncontradicted that the cause of the injury was a combination of a slippery floor and an unprotected ventilation fan. The evidence adduced by the Respondent, to the effect that the fan was screened, related to points in time many months subsequent to Claimant's injury. Furthermore, Claimant's evidence tended to support the view that subsequent to Claimant's injury a screen or protection was placed over the fan. Respondent's departmental report suggests that the fan was not operative but fails to cover the period during which Claimant sustained injury.

This Court has repeatedly held that the State of Illinois owes a duty to inmates of its penal institutions to provide them with reasonably safe conditions. (*Reddock v. State,* **32** Ill. Ct. Cl. 611; see also ***LaMasters v. State,* 35** Ill. Ct. Cl. **90, 92.)** However, not every slip and fall injury is compensable. See ***LaMasters, supra.***

In the case at bar, the record compels the conclusion that the State operated an exhaust fan in the shower area of the East cell house at a level where an individual attempting to dry himself could lose his balance and be injured by the fan. We are led to the conclusion that this is negligence and that this condition existed as Claimant and his witnesses testified. Respondent's negligence was a proximate cause of the injury to the Claimant.

There can be little question that the injury to the middle finger on Claimant's right hand is permanent.

Claimant demonstrated that he was unable to close the finger so as to touch the palm of his right hand and scars were plainly visible. Claimant's complaint that inadequate medical attention was given to the wounds that Claimant sustained is not supported by the record since there is no evidence of the standard of care required to give appropriate medical attention to wounds such as those received by Claimant in the case at bar. Yet, there is no room for doubt that Claimant sustained an injury as a direct and proximate result of the negligence of Respondent.

Accordingly, it is the opinion of this Court that the Claimant be awarded the sum of **$1,500.00** to be reduced by the comparative fault of Claimant in losing his balance on a surface known by Claimant to be slippery by 50% for a net award of *$750.00.*

(No. **86-CC-1567—Claim dismissed.)**

RONNIE **HAMILTON,** Claimant, *v.* **THE STATE OF** ILLINOIS, Respondent.

Opinion filed August 25,1987.

RONNIE HAMILTON, *pro* **se,** for Claimant.

NEIL **F.** HARTIGAN, Attorney General (MITCHELL WILNEFF, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*firing* shotgun *constitutes* use of "deadly force." Pursuant to the Rules of the Illinois Department of Corrections, the firing of a shotgun by a guard at a correctional facility constitutes the use of "deadly force."

SAME—*guard in correctional facility has wide range of discretion.*

SAME—guard fired warning shot to stop fight in dining room—inmate struck by ricochet—no negligence—claim dismissed. A guard in a correctional facility did not give rise to a cause of action for negligence when he fired a warning shotgun blast into the ceiling of an occupied dining room in order to stop a fight, notwithstanding the fact that he may have been hasty in deciding to fire, since the officer in such circumstances has a wide range of discretion, and he testified that he thought a warning shot was a necessary action, and therefore the claim of an inmate who was struck on the nose by a pellet which ricocheted from the ceiling was dismissed.

RAUCCI, J.

This is a claim brought by Claimant, Ronnie Hamilton, a resident of Stateville Correctional Center, for personal injuries sustained when struck in the face by shotgun pellets from a cartridge fired by a correctional officer.

On May 1, 1985, at about 6:30 a.m., while Claimant was about to enter dining room A for breakfast, he was hit by one or more shotgun pellets that ricocheted off the ceiling. The shot had been fired into the ceiling by Officer James Irelan as a warning shot in response to a fight, or scuffle, taking place between Officer Capeles and inmate Roberson. While Claimant was evidently hit by several pellets, his chief complaint concerns a puncture wound to the right side of his nose. A pellet became embedded there. He picked the pellet out himself, and suffers no ill effects from the incident except that it has left him with a small scar on the right side of his nose near the bridge.

An incident report prepared by Warden O'Leary summarizes the matter as follows:

"Inmate Roberson went behind the serving line and took three juices. Officer Capeles ordered the inmate to put them back, but he walked away. The officer then attempted to retrieve the juice, the inmate pushed Officer Capeles, and a fight ensued. The tower officer, J. Irelan, fired one round into the ceiling with the 12 gauge shotgun. The fighting stopped and Inmate Roberson was restrained and placed in the segregation unit * * *."

When the warning shot was fired, buckshot bounced off the ceiling and hit six or seven inmates, including Claimant, and an officer. The inmates, including Claimant, all received medical treatment. One man (Newsome) had a pellet embedded in the left side of his face; one man (Arnold) had an abrasion to his forehead; one man (Alexander) had a laceration to his ear; Martin had an abrasion; Cole had an abrasion to his left shoulder. Apparently Claimant is the only one who has brought an action in the Court of Claims.

Claimant basically makes two allegations:

A. Officer Irelan "negligently and carelessly fired a shotgun blast * * * in a crowded dining area, when he knew or should have known that these pellets would ricochet and cause possible harm to innocent people as happened to Claimant."

B. "The Respondents knew prior to claimant's injuries that the conditions for firing weapons in the dining area were unsafe and posed a potential hazard" to the health, safety and lives of the prisoners.

Officer Irelan testified that the dining room is like a wheel with the tower as the hub of the wheel. The tower has movable, glass bay windows, and an officer in the tower. The tower stands approximately 14 feet off the ground, equipped with two 12-gauge shotguns, one mini-14, 25 rounds of ammunition for the shotgun, 40 rounds for the mini-14, tear gas dispensers, a 37-millimeter gas grenade launcher, and ten rounds of tear gas for the launcher. At the time of the incident there were approximately 150 to 175 inmates in the dining room.

Officer Irelan testified that an inmate had lunged at Officer Capeles and knocked him into a wall in dining

room A. Irelan gave a verbal warning to halt. The inmate and Officer Capeles scuffled and fought. Irelan believed Capeles was in danger and fired a warning shot into the ceiling. The fight stopped.

Assistant warden Salvador A. Godinez gave lucid testimony as to the policy of the institution with respect to firing warning shots in the dining room. His testimony supported the actions of Officer Irelan.

It is entirely possible to find that the situation confronting Officer Irelan did not justify firing a shotgun into a concrete ceiling only one foot above the end of the barrel of the gun in a crowded dining room. Officer Capeles was not alone. There were two officers on the floor who immediately came to his assistance, and another officer was nearby at the entrance to the dining room. None of the four officers on the floor signaled the tower for help. When asked how much time elapsed from the time he saw the fight break out until he fired the warning shot, Irelan testified: "Maybe five seconds or so." His action seems to have been extremely hasty.

The Chief Investigator in an initial assessment prepared for the duty warden's signature reported:

"Minor scuffle between Officer and Inmate—resulting in warning shotgun blast into ceiling—six (6) inmates suffered ricochet minor wounds. No control office notification noted."

Officer Irelan gave disconcerting testimony that when Claimant, after having gone to medical emergency, came back to the dining hall around 7 a.m. (apparently to eat breakfast) and yelled up threats and obscenities to him ***he put another round in the chamber.***

"When Mr. Hamilton said this, *I put another round into the chamber, and Lieutenant Price stepped in between*. I figured I'd already given a warning shot and I don't need to be second guessed by a resident." (Emphasis supplied.)

Under the Rules of the Illinois Department of

Corrections, introduced into evidence, firing the shotgun constituted the use of "deadly force." Officer Irelan testified that he believed Officer Capeles to be in danger and that the disturbance was serious enough so that it was necessary to fire a warning shot. Accepting Officer Irelan's judgment in this matter his actions meet the various tests prescribed in the rules for the use of "deadly force."

An officer in Irelan's situation necessarily has a wide range of discretion. As an officer in the tower he was not performing a ministerial duty. He was charged with discretionary acts. The question is, did he go beyond the limits of his discretion? Even if he exercised bad judgment, this is not necessarily exceeding the limits of his discretion, or abusing his discretion. However hasty Officer Irelan may have been in firing the warning shot, his testimony makes clear that he himself thought that it was a necessary action to take. Considering the entire record, and recognizing the necessity for a wide range of discretion, it is our opinion that the officer's conduct does not give Claimant a cause of action for negligence.

The claim should be denied.

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

(No. 86-CC-1693—Claim dismissed.)

ARTHUR ANDERSON & Co., Claimant, ***v.*** **THE STATE OF ILLINOIS,** Respondent.

Order filed August ***10,1987.***

ARTHUR ANDERSON & Co., ***pro*** **se,** for Claimant.

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

INTEREST—*Prompt Payment Act does not provide for interest.* The Prompt Payment Act does not authorize the payment of interest on matters pending before the Court of Claims, since the purpose of the statute is to encourage prompt payments by agencies, and the agencies' ability to pay expires at the end of the 90-day period following the end of the fiscal year.

LAPSED APPROPRIATIONS—claim for interest on lapsed bill for services dismissed. A claim for interest on a lapsed bill for services rendered for the Department of Corrections was dismissed and the Claimant's contention that interest was allowed under the Prompt Payment Act was rejected where the record showed that the underlying bill was paid pursuant to an award by the Court of Claims in a separate case, and if the bill had been submitted during, rather than after the fiscal year, the bill could have been paid without resort to the Court of Claims.

RAUCCI, J.

This cause comes on to be heard on the Respondent's motion to dismiss, the various memoranda of the parties, and the Court being fully advised in the premises; Finds:

The Claimant filed this claim as a lapsed appropriation claim and has based it on "An Act to require prompt payments by the State of Illinois for goods or services" (Ill. Rev. Stat. 1981, ch. 127, par. 132.401 *et seq.*). Claimant seeks payments of interest which accrued on a bill for work done for the Illinois Department of Corrections. This claim is for interest on $767,653.00.

Claimant previously filed, on October 7, 1985, a $767,653.00 claim with this Court for payment of the bill which the Department of Corrections was no longer able to pay due to the lapsing of the appropriation. An award was made in that case on November 21, 1985. Arthur *Anderson & Co. v. State* (1985), 38 Ill. Ct. C1.353.

It is the Respondent's position that the afore-

mentioned act does not authorize interest on matters pending before this Court.

We agree with Respondent that the aforementioned act does not authorize interest on matters pending in this Court. (See ***O.K. Electric v. State*** (1984), 39 Ill. Ct. Cl. 155.) The clear purpose of the Act is to encourage prompt payments for goods and services by agencies. The agency's ability to pay expired at the end of the 90-day period following the end of the fiscal year. There was nothing it could do after that point in time to pay its bill. If the Claimant's position is accepted, a Claimant could then wait almost five years, the limitations period for filing a claim based on breach of contract, before filing a claim, accruing 24% per annum, and obtaining a windfall profit. All of the bills submitted were so submitted after the end of fiscal year 1985. No interest accrued pursuant to the Prompt Payment Act before the expiration of the fiscal year. After September 30, 1985, the agency was no longer empowered to voucher the payment for fiscal year 1985.

Further, the record indicates that this claim was filed on October 7, 1985, and the Respondent stipulated on October 9, 1985, to the payment. Because of the passage of the September 30 lapse date, it was necessary for action in this Court. We acted promptly, and on November 21, 1985, awarded Claimant the principal amount due. If the bills had been submitted ***during***, rather than ***after*** fiscal year 1985, the monies could have been paid without resort to a claim in this Court. Accordingly, this action should be dismissed.

It is therefore ordered, adjudged and decreed that this cause is dismissed, with prejudice.

(Nos. 86-CC-1939, 86-CC-1940—Claims dismissed.)

AUDREY B. ONTIS, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

Opinion filed April 28,1987.

Order on denial of rehearing filed November 10, 1987.

AUDREY B. ONTIS, pro *se*, for Claimant.

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

LIMITATIONS—when claim must be filed within two years of accrual. Pursuant to section 22(g) of the Court of Claims Act, a claim must be filed within two years after it first accrues unless the Claimant is suffering from some disability.

PUBLIC AID CODE—*payment of travel expenses of Department of Public Aid employees authorized by statute.* The Public Aid Code authorizes the Department of Public Aid to pay the travel expenses of its employees, and the Department's regulations require that travel vouchers be submitted in time to allow processing and payment from currently-appropriated funds.

LIMITATIONS—*lapsed appropriation claims barred as untimely.* The claims of an employee of the Department of Public Aid for travel expenses for the years **1982** and **1983** were barred as untimely, since the claims accrued respectively on or before September 30 of those years, but her claims were not filed in the Court of Claims until **1986,** more than two years after the claims accrued.

OPINION

PATCHETT, J.

These two causes are before the Court on Respondent's motions to dismiss, and the Claimant, Audrey B. Ontis, having been given due notice of said motions, and the Court being fully advised in the premises, finds as follows:

The Claimant is an employee of the Illinois Department of Public Aid (IDPA). In January 1986, she filed the two above-captioned Court claims as lapsed appropriation matters, under the "State law or regulation" category of this Court's authority, as provided in

subsection 8(a) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(a)). In No. 86-CC-1940, Claimant seeks to be reimbursed for department-related travel expenses which she had incurred during the period July 1981 through June 1982; and, in No. 86-CC-1939, she seeks similar reimbursement for department travel performed from July 1982 through June 1983.

Respondent challenges Claimant's right to receive a Court award on either of these claims, on the ground that neither of these Court actions was commenced within the two-year period for filing with the clerk of this Court, as prescribed by subsection 22(g) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22(g)). The validity of Respondent's challenge, and this Court's jurisdiction in these matters, will depend upon when Claimant's claims or causes of action "first accrue[d]," within the meaning of subsection (g).

Section 12—17.3 of the Public Aid Code (Ill. Rev. Stat., ch. 23, par. 12—17.3) authorizes the department to pay its employees' travel expenses from funds appropriated for that purpose. In its department report filed in response to these claims, IDPA notes: that its Employee Travel Regulations have been in effect since at least January 1980; and that these regulations have consistently required IDPA employees to submit all vouchers (reimbursement claims) for travel performed during a State fiscal year, by no later than the 31st day of July following the end of that year. The obvious purpose of this regulatory deadline is to allow time for processing and payment of such vouchers from currently-appropriated funds, which otherwise would lapse as of September 30 following the end of the fiscal year during which the employees' travel occurred. Ill. Rev. Stat., ch. 127, par. 161.

If Claimant had submitted her vouchers in accordance with this deadline, her fiscal year 1982 travel claim (for July 1981 through June 1982) could have been processed and paid, in accordance with section 12—17.3, before that year's appropriation had lapsed. Similarly, her fiscal year 1983 claim (for July 1982 through June 1983 travel), if timely submitted, could have been paid before October 1, 1983, when the fiscal year 1983 appropriation lapsed. In fact, neither of Claimant's vouchers was prepared prior to July 1984.

In interpreting subsection 22(g) of the Court of Claims Act, we believe it reasonable to conclude that such an "other claim" cause of action "first accrues" as of the date of an agency's established deadline, by which an individual is required to take a prescribed action. In any event, a cause necessarily "accrues" as of a date—here, the close of business on September 30 following the end of Respondent's fiscal year, following which Respondent has no statutory authority to pay the claim from an expired appropriation. Postponement of "accrual" to an even later date would result in an interpretation which clearly could not be reconciled with either the provisions of these statutes and this regulatory deadline, or with their intended purpose.

We find that Claimant's claim in respect to her State fiscal year 1982 travel, presented in No. 86-CC-1940, had accrued on or before September 30, 1982; and that her claim in respect to her fiscal year 1983 travel, presented in No. 86-CC-1939, had accrued on or before September 30, 1983. By delaying the filing of these claims until January 21, 1986, more than two years following such respective accrual dates, Claimant allowed her claims to be barred by the time limitation for commencement of such actions, imposed by subsection 22(g) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22(g)).

It is therefore hereby ordered that each of said actions is dismissed, this Court having no statutory jurisdiction to make an award or to take any other action with respect to them.

ORDER ON DENIAL OF REHEARING

PATCHETT, J.

This cause coming before the Court on Claimant's petition for rehearing, this Court having reviewed and considered Claimant's petition, and being fully advised in the premises, the Court finds that it is constrained by prior law on this matter and regretfully must deny the petition for rehearing and affirm the order dismissing the claim.

(No. 86-CC-2102—Claimant awarded $100.00.)

W. **PAUL TEDDER,** Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed May 4,1988.

W. PAUL **TEDDER,** ***pro se,*** for Claimant.

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

JURISDICTION—*claim* ***that Department*** *of* ***Corrections' regulations as to "contraband were unconstitutional was beyond jurisdiction*** *of* ***Court of Claims.*** In a case arising from the confiscation of the personal property of an inmate of a correctional facility, the inmate's request that the Court of Claims declare the Department of Corrections' regulations as to "contraband" unconstitutional was beyond the jurisdiction of the Court of Claims, since the Court of Claims cannot consider the constitutionality or validity of either regulations or statutes.

PRISONERS AND INMATES—*confiscated personal* ***property lost—award***

grunted. Where certain personal property of an inmate of a correctional facility was confiscated as "contraband," and the State admitted that the property was lost, the inmate was entitled to an award, but based on the fact that the items lost had all been used, the inmate's claim for $134.40 was reduced, and an award was granted for $100.

PATCHETT, J.

Claimant in this case was a resident of the Illinois Department of Corrections. He is seeking to recover money damages from the Respondent on the basis that his personal property was either lost or converted by agents of the Respondent.

Claimant alleges that beginning on September 20, 1985, he was moved about by the Department of Corrections. He further alleges that his personal property was packed in boxes and later lost by agents of the Respondent. He claims that the property lost was worth two hundred seven dollars and forty cents ($207.40). That property included throw rugs, a Samsonite briefcase, keys, and a magnifying glass. These items had been confiscated by the Illinois Department of Corrections and held under their rules and regulations.

At the hearing in this cause before the Commissioner, there was virtually no dispute as to the factual basis of the Claimant's complaint. Indeed, the Respondent admitted to the loss of Claimant's property and further admitted that the throw rugs, Samsonite briefcase, keys, and magnifying glass were being held by the Respondent as "contraband." Accordingly, there is no issue as to the Claimant's entitlement to an award for that property other than the property being held by the Respondent was "contraband."

Claimant asserted that the Respondent's institutional regulations as to "contraband' were unconstitutional. In effect, the Claimant has asked the Court of

Claims to declare that procedures of the Illinois Department of Corrections to be in violation of certain statutes in the constitutions of both the State of Illinois and the United States. Claimant is further asking to be awarded the fair value of such property removed from his ownership pursuant to such regulations.

The Court of Claims simply does not have jurisdiction to consider such a claim. This Court cannot consider the constitutionality or validity of either regulations or statutes.

Insofar as that part of the claim concerning property not being held as contraband, the Claimant describes the value for that part of his property as being **$134.40.** Since all of these items have been used, there will be some reduction in their value.

We therefore award the Claimant one hundred dollars **($100.00)** to cover the value of that property which was indeed lost by agents of the Respondent.

We hereby deny the Claim as to those items of property which are being held by the Respondent pursuant to regulations of the Illinois Department of Corrections.

(No. **86-CC-2187—Claim dismissed.).**

HAROLD L. CROSIER, Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Order on motion to dismiss filed May 6,1987.

Order on motion to dismiss filed February 17,1988.

HAROLD **L.** CROSIER, ***pro se,*** for Claimant.

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

*LIMITATIONS— **When complaint satisfies notice requirement.*** A complaint filed within the time period for filing a notice of a personal injury is deemed sufficient to satisfy the notice requirements of the Court of Claims Act.

NEGLIGENCE—***when complaint filed without notice of personal injury attached will be deemed timely.*** Since a complaint filed within the time period for filing the required notice of personal injury is deemed sufficient to satisfy the notice requirements of the Court of Claims Act, such a complaint would also satisfy the two-year statute of limitations even though the complaint filed lacked the attachment of a previously filed notice of personal injury.

LIMITATIONS—***complaint sutisfied notice and limitations requirements—motions to dismiss denied.*** A Claimant's complaint for personal injuries satisfied the notice and limitations requirements of the Court of Claims Act even though the complaint was filed without a timely, previously filed personal injury notice attached, since the complaint itself was filed within the time for filing the notice and as such, the complaint served as the required notice.

ORDER ON MOTION TO DISMISS

MONTANA, C.J.

This cause is before the Court on Respondent's motion to dismiss and Respondent's second motion to dismiss. The Respondent contends in its motions that this claim should be dismissed because the Claimant failed to file a personal injury notice within one year as required by section 22—1 of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22—1), and a proper claim within two years after the cause of action accrued as required by section 22 of the Act (Ill. Rev. Stat., ch. 37, par. 439.22), because a complete complaint had not been filed which had a timely, previously filed, personal injury notice attached.

There is no indication in the record that the Claimant has ever filed a personal injury notice. However, the Claimant did file a complaint on February 3, 1986. In

said complaint the Claimant asserts he suffered his injuries on February 14, 1985, so his complaint was filed within one year after his cause of action allegedly accrued. This Court has held that filing of a complaint within the time period for filing the notice is sufficient compliance with the notice requirements of section 22—1 of the Act (Ill. Rev. Stat., ch. 37, par. 439.22—1). (*Johnson v. State*, No. 87-CC-0105, opinion filed March 26, 1987.) Since the filing of a complaint within one year that a cause of action accrues satisfies the personal injury notice requirement even though a notice has not been filed, it follows that the filing of the same complaint would satisfy the two-year statute of limitations requirement of section 22 of the Act (Ill. Rev. Stat., ch. 37, par. 439.22), even though the complaint filed did not have a timely, previously filed, personal injury notice attached.

Based on the foregoing, we find that the Claimant has complied with the notice requirement of section 22—1 of the Act (Ill. Rev. Stat., ch. 37, par. 439.22—1) and the limitations requirements of section 22 of the Act (Ill. Rev. Stat., ch. 37, par. 439.22). We therefore hereby order that Respondent's motion to dismiss be, and is, hereby denied.

ORDER ON MOTION TO DISMISS

MONTANA, C.J.

Pursuant to Claimant's motion, this claim is dismissed with prejudice.

(No. 86-CC-2230—Claimant awarded $1,000.00.)

CALVIN MADISON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed June 21, 1988.

CALVIN MADISON, ***pro se***, for Claimant.

NEIL F. HARTIGAN, Attorney General (MITCHELL **WILNEFF,** Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—***resident of correctional center—working as electrician—burned by electrical explosion—award granted.*** A resident of a correctional facility who worked as an electrician was granted an award of $1,000 for the injuries he sustained when his hands were burned by an electrical explosion which occurred when he was inserting the plug of a tailoring machine he was moving, since the Claimant's credible testimony established that the State was negligent in allowing the wiring in either the outlet or the tailoring machine to become dangerously defective.

MONTANA, C.J.

This is a claim brought by Calvin Madison, a resident of Stateville Correctional Center, for electrical burns to his hands sustained on March **28,1985,** when he inserted the plug of a tailoring machine into an outlet and an explosion occurred.

At the time of the incident, Claimant was the electrician and chief mechanic in the tailoring shop, and had been so for approximately six months prior thereto.

On the day in question Merle Robinson, the supervisor of the garment shop, ordered Claimant to take a "butt" machine and interchange it with a surging machine. At that time between **20** and **30** machines were plugged in on a "line," that is to say, machines approximately **12** inches off the floor, and with electrical outlets (receptacles) spaced at intervals on the pipe.

Claimant switched the positions of the two machines as ordered, but when he inserted the plug of the "butt" machine into its receptacle on the line, there was an explosion and Claimant was burned.

While the extent of Claimant's injuries will be discussed later, it can be noted that the burns, especially to his right hand, were sufficient so that he was taken to the institution hospital.

A week after the accident, Claimant inspected the wiring in the line, and found that the wiring was rotten. He removed the plates from all of the receptacles on the line. As he testified:

"I took the plate off the receptacles that the plugs go into. And when you take the plate off them, you can see the wires. They are right there. They are right under there, coming through the pipe. And they were all rotten right down the line."

Claimant testified that he was hired by the tailor shop not as a mechanic but to re-wire the shop. But Robinson did not order the materials for Claimant to do the job. Claimant wanted to run the lines overhead, because the residents using the machines used the line as a foot rest, causing the sockets to come loose.

Claimant testified that before switching the two machines, he could have shut the power off in the line. But that would have shut down 20 machines on which people were working. He also testified that as far as he knew, no one had ever experienced any problems when plugging and unplugging the machines.

Claimant also denied that he had been instructed to turn off the line switch before plugging in or unplugging a machine.

"Q. Isn't it true, Mr. Madison, that you were instructed to turn off the line switch prior to plugging or unplugging the machine?

A. I was never asked to turn the power off to any line. The fact of the matter is I was told don't turn the power off because he was not going to stop his production. That was his main concern in the tailor shop."

He further testified that at the time of the explosion he was not holding a tool in his hand.

Respondent called Merle Robinson, the supervisor of the garment shop. Robinson testified that there are approximately **140** machines in the tailor shop with 20 to **30** machines on a line. He further testified that as a result of an incident at some unspecified time in the past, an explosion occurred when a mechanic holding a screw driver in his hand attempted to unplug a machine, he always instructed the mechanics to shut the power off before unplugging a machine.

"Q. Now, when you say they are told to turn the power off, you are talking about the line switch; is that the correct term?

A. The line switch. There is a switch there that turns off and on each line, see, and we've got a master switch that is locked up. That turns off the whole thing, see. But we leave it on and just turn off the line switch. Like if you happen to have a—If you want to work on the butt machine, you work on that line, you pull that switch."

Mr. Robinson could not remember whether he had told Claimant to switch the two machines.

"A. You know, I can't remember telling him to do that. I'm not going to deny that I did, but I can't remember. I really think in my own mind that I didn't but * * *"

He testified that he had talked to Claimant about re-wiring the shop for the purpose of expanding it and putting in more machines. When asked whether Claimant had ever told him prior to the incident that there was a problem with the wiring he replied,

"A. Not to my knowledge, No."

There is a direct conflict between the testimony of Claimant and that of Robinson as to whether Claimant had been instructed to shut off the power on the line before unplugging or plugging in machines. There is absolutely no evidence that Claimant was holding a screw driver or other metal tool in his hand when he plugged in the machine.

Claimant's testimony was that he was told ***not*** to turn off the power:

"**A.** I was never asked to turn the power off to any line. The fact of the matter is I was told don't turn the power off because he was not going to stop his production. That was his main concern in the tailor shop."

Claimant further rebutted Robinson's testimony when given an opportunity during rebuttal.

"**A.** Mr. Robinson told me 'Madison, I want you to take that butt machine. I want it over here on the raised line. I went [sic] that surge—I want you to put it over there in that corner over there.' I said okay.

I merely unplugged the butt machine. I unplugged the surge, moved the surge around where he wanted it, took the butt machine brought it around, plugged it in; and it blew up.

A. ° ° ° nobody was ever told not to turn the power off on line until after I was injured, after I was injured [sic]. Then he said from now on I want all the power turned off if you work on any machine if it is plugged into the line. You unplug it, take it to the side and work on it.

Q. Did Mr. Robinson before this incident ever tell **you** to turn off the line before you moved—

A. No, no.

Q. Did you ever hear him tell anyone else to shut off the line?

A. No."

Claimant's testimony is more credible than Robinson's somewhat vague, generalized testimony.

Respondent also called John McSweeney, the maintenance electrical foreman at Stateville. He had held that position for nine years and had been an electrician for **28** years.

McSweeney inspected the tailor shop the day before the hearing.

He gave expert testimony that even if the wiring in the receptacle was rotten, no flames would be able to come out because the metal cover over the receptacle would prevent them from doing so. He testified that the explosion was caused either by defects in the wires in the cord of the machine or in the three-pronged plug.

"A. You see that plug on the wall. A good example right here (Indicating). There is nothing—no way in the world you can make sparks if the wiring is even bad behind it. You cannot make sparks fly because that receptacle is supported by the cover.

If the wires were bare behind there, it still isn't going to spark. Something had to be either in the cord of the machine or the plug itself had to be going to ground caused the explosion, like he said. Because it won't—That plug won't move.

COMMISSIONER SIMPSON: Because your theory is that no matter how defective the wires were, the defective wiring would not cause in and of itself an explosion?

THE WITNESS: No, it can't come through the cover. See the cover around that receptacle right there (Indicating), it can't come through there. If the wiring itself is bad, it can't come through the cover. There's no way for it to get between the cover and the receptacle to burn your hand. It would short out in the pipe and trip the breaker.

COMMISSIONER SIMPSON: So your position is that—We know an explosion occurred. Your position is there was a defect either in the plug of the butt machine or in the wiring of the butt machine?

THE WITNESS: I would think so."

The foregoing testimony does not help Respondent.

The butt machine, its cord, its plug, the receptacle, the wiring in the receptacle, were the property of Respondent and were under the control of Respondent. Shifting the blame for the accident from the wiring in the receptacle to a defective plug simply reinforces Claimant's ***prima facie*** case of negligence.

"* * * Your position is there was a defect either in the plug of the butt machine or in the wiring of the butt machine?

THE WITNESS: I would think so."

Claimant offered some testimony as to the permanency of his injuries. But basically he has recovered from the painful burns he suffered in the incident.

"Q. Okay, For all practical purposes, you're not in any way affected in your ability to use your right hand?

A. No, I could use my right hand.

Q. So essentially what we're talking about is some temporary pain and suffering?

A. That's right."

Wherefore, it is hereby ordered that the Claimant, Calvin Madison, be and is hereby awarded the sum of $1,000.00.

(No. 86-CC-2869—Claim dismissed.)

ROBERT J. CULLERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August ***13, 1987.***

SONNEMAKER, SONNEMAKER & VESPA, for Claimant.

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

NEGLIGENCE—automobile accident—statutory limit recovered from other party—claim dismissed. A claim for personal injuries arising from an automobile accident was dismissed, since the Claimant had already recovered the statutory limit of $100,000.00 from the driver of the vehicle in which the Claimant was a passenger, and the recovery of the statutory limit or more from another party to an accident sets off any claim that may be had against the State.

SOMMER, J

This Court, having considered the Respondent's motion to dismiss or in the alternative, motion for summary judgment, and being fully advised in the premises;

Finds that the Claimant was injured in an automobile collision when the automobile in which he was riding collided with an automobile coming onto a State-controlled road, the Osceola Spur in Stark County, from a driveway. Further, that the Claimant has recovered $100,000.00 from the insurer of the driver of the automobile in which he was a passenger. Further, that

this Court has held on numerous occasions that recovery of the statutory limit of $100,000.00 or more from another party to an accident completely sets off any claim that may be had against the State.

It is therefore ordered that this cause is dismissed with prejudice.

(No. 86-CC-3122—Claimant awarded **$100.00.)**

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

Order on motion for summary judgment and motion to dismiss filed April 1, 1987.

Order on stipulation filed August 27, 1987.

DEWAYNE MOORE, ***pro se,*** **for** Claimant.

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

PRISONERS AND INMATES—*lost property claims—administrative remedies must be exhausted.* Inmates of correctional facilities bringing lost property claims must first exhaust **all** of their administrative remedies before filing a claim with the Court of Claims.

JURISDICTION—*Court of Claims* is *not appeals body for review of administrative decisions of Department of Corrections.* Although all inmates bringing claims for the **loss** of personal property through the negligence of the Department of Corrections are required to exhaust all of their administrative remedies before bringing an action in the Court of Claims, the Court of Claims **is** not an appeals body **for** the review of the administrative decisions of the Department of Corrections, and the proceedings in the Court of Claims on **lost** property claims are ***de novo*** in nature.

STIPULATIONS—*stipulations not binding on* **court** *of Claims.* Although a stipulation between the parties to a claim before the Court of Claims is not necessarily binding on the Court of Claims, the Court has no desire to interpose a controversy where none exists, and where a stipulation is entered into freely and appears reasonable it will be accepted and followed **by** the Court.

SAME—lost property claim—inmate of correctional center—joint stipulation—award granted. **Based on a joint stipulation between an inmate of a correctional center and the State of Illinois, an award was granted for the agreed value of the inmate's personal property which was lost while in the possession of agents of the Department of Corrections.**

ORDER ON MOTIONS

MONTANA, C.J.

This cause comes on to be heard on the Claimant's amended motion for summary judgment, Respondent's motion to dismiss, and the Claimant's response thereto, due notice having been given, and the Court being advised;

The Claimant, an inmate at a State penal institution brought this claim seeking compensation for certain property which was allegedly taken from him by agents of the Respondent and not returned to him. The Respondent moved to have the claim put on general continuance while the Claimant exhausted his administrative remedies as required by the Court of Claims Act and its rules. Even though Claimant clearly stated in his complaint that he had not pursued that avenue of relief, he immediately objected to the motion for general continuance stating that he had in fact filed a grievance. His grievance was acted upon at the first level two weeks before he filed his objection. The Commissioner did not rule on the motion.

Five months later Claimant filed a motion for summary judgment which was totally without merit and denied. Six weeks after that motion he filed an amended motion for summary judgment. While it is not clear, it appears that Claimant based his amended motion on the results of his efforts to exhaust his administrative remedies. The Administrative Review Board of the Department of Corrections found in Claimant's favor,

but Claimant was dissatisfied with the amount of compensation he received. In his amended motion he argues that because the Department of Corrections found in his favor there is no genuine issue of material fact and that he is entitled to judgment as a matter of law.

The Respondent then moved to dismiss arguing that the same facts and issues in the case at bar were heard by the Administrative Review Board which rendered a decision and the Court of Claims is not an appeals court for the Administrative Review Board.

Were we to grant the Respondent's motion we would in effect be setting precedent for the proposition that prisoner property claims could never be pursued in the Court of Claims again. All inmates bringing such claims must pursue their administrative remedies. In every case a decision is rendered at the administrative level. According to Respondent's reasoning we would have to dismiss each claim after the administrative remedies were exhausted.

We think that Respondent's motion to dismiss would be more properly entitled an objection to the Claimant's motion for summary judgment. Respondent is correct that this Court is not an appeals body for review of the Department of Corrections' administrative decisions. Proceedings in the Court of Claims on this type of claim are ***de novo*** in nature. It is for that reason that Claimant's amended motion for summary judgment must also be denied. Any finding of culpability on the part of the Department of Corrections by its Administrative Review Board is only relevant to a case here if compensation has been paid and then only to the extent that these damages will be used as a setoff to reduce an award from this Court if this Court decides to grant one.

For the reasons stated above, both the Claimant's amended motion for summary judgment and the Respondent's motion to dismiss are hereby denied.

ORDER ON STIPULATION

POCH, J.

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

Claimant filed two claims concerning property allegedly lost on April 20, 1986, when Claimant was transferred from North segregation to the health unit and on July 29,1986, when he was transferred from West cell house to North segregation unit.

The Respondent does not admit liability, and the Claimant does not admit any lack of merit in these cases. The parties agree that it is desirable and in the interests of peace and economy that they settle these cases.

Both parties agree that the amount of $100.00 represents a fair settlement amount.

No other evidence, oral or written, will be presented to the Court, and both parties waive briefs. Both parties agree that a granting of an award to the Claimant for $100.00 will constitute full and final and complete satisfaction of these claims herein or any other claims arising out of the same occurrence.

While the Court is not necessarily bound by a stipulation such as the one presented to it in this matter, it has no desire to interpose a controversy where none appears to exist. The stipulation,submitted by the parties appears to have been entered into freely and fairly, and its contents appear to be reasonable. The Court, therefore, finds no reason not to accept this stipulation and follow its recommendation of an award of $100.00.

It is hereby ordered that the Claimant be awarded the amount of $100.00 in full and final satisfaction of these claims.

(No. 86-CC-3378—Claimant awarded $57,500.00.)

JOYCE MOLITOR, Administrator of the Estate of Lawrence J. Molitor, deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed November* 2,1987.**

FRANK G. SCHUBERT, for Claimant.

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

STIPULATIONS—***fatal automobile accident—highway drainage altered by resurfacing—stipulation—award granted.*** The Claimant's decedent was killed in an automobile accident which occurred when his vehicle went out of control and struck another car after hitting a patch of ice on a State highway, and an award was granted based on the joint stipulation of the parties which disclosed that the State had altered the normal drainage of the highway in the course of a resurfacing project, and the changes contributed to the formation of the ice patch and the resulting accident.

RAUCCI, J.

This matter coming on before the Court upon the joint stipulation of the parties hereto and the Respondent's supplemental stipulation. This claim sounds in tort and is brought pursuant to section 8(d) of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. *37,* par. 439.8(d)).

Claimant is the administrator of the estate of Lawrence J. Molitor, deceased, who was killed on or about February 20, 1986, while operating his motor vehicle on a public highway maintained by Respondent,

commonly known as the Hillsdale-Port Byron Road, .6 miles East of Port Byron, Rock Island County, Illinois.

We note that the parties hereto have agreed to a settlement of this claim, and that Respondent agrees to the entry of an award in favor of Claimant in the amount of fifty-seven thousand, five hundred and 00/100 dollars ($57,500.00).

The parties stipulate:

1. That on February 20, 1986, Lawrence J. Molitor, deceased, while operating his motor vehicle on a public highway maintained by respondent, commonly known as the Hillsdale-Port Byron Road .6 miles East of Port Byron, in Rock Island County, Illinois, hit a patch of ice on said roadway. The ice caused the deceased to lose control of his car, resulting in a collision with another vehicle, said accident causing decedent's death.

2. The public highway in question in this lawsuit, commonly known as the Hillsdale-Port Byron Road (hereinafter "the Road"), while under the maintenance jurisdiction of Respondent, was resurfaced with bituminous black-top along the entire length of the Road, including the area in question .6 miles East of Port Byron, in Rock Island County, Illinois.

3. That as a result of the aforementioned resurfacing, certain drainage channels along the outer curb-side edges of the Road were altered, pursuant to Respondent's specifications, thereby affecting the normal drainage of the Road.

4. While not stipulating that the aforementioned alteration of the Road was the primary, or sole

contributing factor in the underlying accident in this lawsuit, Respondent does' admit that said alteration may have contributed to other factors which resulted in the aforesaid accident.

5. Respondent further stipulates that the deceased, Lawrence J. Molitor, was 16 years of age at the time of the underlying accident, and had a future life expectancy of approximately 56 years.

Based on the foregoing, Claimant, Joyce Molitor, as administrator of the estate of Lawrence J. Molitor, deceased, is hereby awarded the sum of fifty-seven thousand, five hundred and 00/100 dollars ($57,500.00) in full and final satisfaction of this claim.

(No. 86-CC-3566—Claimant awarded $945.78.)

EARL E. MCMILLAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 4, 1987.

MARCH & MCMILLAN, for Claimant.

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

NEGLIGENCE—***property damage—what necessary to prevail.*** In order to prevail on a claim for property damage, a Claimant must prove by a preponderance of the evidence that his property was damaged by the State's agents or employees and where there is no direct evidence, the Claimant must prove that it was more probably true than not that the damage was caused by the State.

SAME—auger damaged—circumstantial evidence supported claim—award granted. Based on the circumstantial evidence that it was more probable than not that the employees of a State highway repair crew drove a piece of heavy equipment over the Claimant's grain auger which was

parked on the Claimant's property in an area where the State crew had been given permission to operate their equipment while working on a nearby highway, an award was granted to the Claimant for the costs of repairing the auger.

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 the Claimant, Earl E. McMillan, owned a grain auger which was parked on Ray Haney's farm near Industry, Illinois. Claimant parked the auger in a mowed area which was placed in the government set-aside program in late summer 1985.

Thereafter, in the late summer or early fall of 1985, Respondent's employees, in the course of performing highway maintenance work on U.S. Route 67 south of Industry, Illinois, parked and operated trucks and heavy equipment on Haney's farm near Claimant's grain auger.

On or about October 1985, Claimant discovered that the lower end of his grain auger was damaged. Upon discovery of the damage, Mr. Haney notified the foreman of the Department of Transportation crew that performed the highway work on or near the Haney farm. The foreman went to the Haney farm and inspected the auger, noting that the bottom of the auger was "smashed over."

Respondent's maintenance field technician inspected the auger and told Claimant that the auger "looked like it had been backed over." The maintenance field technician directed the foreman to get an estimate of the damage and send it to him for submission to Respondent's claims representative.

Claimant purchased the parts necessary to repair the auger, performed all labor necessary to complete the repair and submitted a statement to Respondent for the actual cost of the parts which amounts to nine hundred forty-five dollars and 78/100 ($945.78). Respondent refused to pay Claimant.

In order to prevail, Claimant must prove by a preponderance of the evidence that his auger was damaged by Respondent, acting through its agents or employees. Claimant must prove that it is more probably true than not true that the damage to his auger was caused by employees of Respondent.

Evidence presented at the hearing established the following facts:

1. The auger was last used in July or August, was in good condition when last used, and was in good condition when parked by the Claimant on the mowed and untilled set-aside acreage on the **Haney** farm;

2. The location of the auger in the field on the farm was a considerable distance from any roadway or driveway and normal vehicular traffic would come nowhere near the auger;

3. No farming operation of any type was conducted during the period of time the auger was parked in the location in which it was damaged and neither the farm landlord nor farm tenant (Claimant) operated or knew of the operation of any vehicles or equipment anywhere in the vicinity of the parked auger, with the exception of the Department of Transportation heavy-duty trucks and highway equipment;

4. The Department of Transportation employees were the only persons given permission by the landowner to operate any trucks or heavy equipment in

the vicinity of the parked auger and the Department of Transportation employees were the only persons known to have operated any trucks or heavy equipment anywhere near the location of the parked auger;

5. The nature of the damage to the auger indicated the damage was caused by a large piece of equipment, most probably a large wheel or tire.

Claimant has met his burden of proof. The direct and circumstantial evidence shows it is more probably true than not true that Claimant's auger was damaged by the negligence of the employees of Respondent.

It is hereby ordered that an award **of** nine hundred forty-five dollars and 78/100 ($945.78) is hereby entered in favor of the Claimant, said award being in full and complete satisfaction of Claimant's complaint.

(No. 86-CC-3575—Claimant awarded $1.00.)

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

Opinion filed February 2,1988.

WILLIE WILSON, ***pro*** **se,** for Claimant.

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

PRISONERS *AND* ***INMATES—inmates*** *have* ***right to receive mittimus within*** **six** ***hours of demand.*** Pursuant to the provisions of section 10—105 of the Illinois Code of Civil Procedure, an inmate in a State correctional facility has a right to receive a copy of his ***mittimus*** within six hours of his demand for a copy, and in the event of a violation of that statutory right, damages of up to $500 may be awarded in an action brought by the inmate ***pro se*** in the Court of Claims.

SAME—technical *violation* ***of right to receive mittimus within six hours of demand—inmate suffered*** **no** ***real*** *damages—$1* ***awarded.*** An inmate of a

new State correctional facility suffered no real damages although the State technically violated his statutory right to receive a copy of his ***mittimus*** within six hours of his demand for a copy, since the institution was new, no procedures had been developed for complying with the statutory requirements as to providing copies of an inmate's ***mittimus,*** the staff was unaware of the requirement, the violation was not intentional, and the inmate did not promptly file a writ of habeas ***corpus*** after the ***mittimus*** was delivered, and therefore minimal damages of $1 were awarded.

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 March 17, 1986, the Claimant, Willie Wilson, a prisoner at the Danville State Correctional Center, made a written demand on the warden of that institution for a copy of his ***mittimus*** on March **17, 1986,** at 8:00 a.m. **A** second request was made on March 19, 1986, at 8:00 a.m. Claimant requested his ***mittimus*** so he could file a petition for ***habeas corpus.*** The ***mittimus*** was delivered to Claimant on March 21, 1986, at 4:00 p.m. Therefore, it is undisputed that Claimant did not receive his ***mittimus*** papers in six (6) hours as required by statute.

Evidence from the employees of the institution indicated that Claimant's request came shortly after the institution was opened and no procedures were in place to comply with ***mittimus*** requests within the six-hour time limit. Employees of the institution did not intentionally delay the delivery; they did not know of the statute or the six-hour time limit until this lawsuit was brought.

Claimant testified that he requested the ***mittimus*** on March 17, 1986. He wanted to file a writ of ***habeas corpus.*** In **1981,** Claimant was incarcerated with the

Illinois Department of Corrections out of Cook County. On January 23,1982, Claimant requested and received a copy of his ***mittimus*** papers while at the prison in Pontiac, Illinois. Claimant filed for a writ of ***habeas corpus*** prior to coming to Danville from Stateville Correctional Center. He never filed a writ after March 17, 1986, when he requested a copy of his ***mittimus*** papers. On November 25, 1986, at the time of hearing, Claimant was still working on his writ.

This is a case of first impression in the Illinois Court of Claims. There are four **(4)** cases in the State courts which have dealt with section 10—105 of the Code of Civil Procedure (Ill. Rev. Stat., ch. 110, par. 10—105). They are: ***People v. Perfenbrink*** (1879), 96 Ill. 68, ***Reardon v. People*** (1907), 123 Ill. App. 81, ***People v. Green*** (1917), 281 111.52, and Voss ***v. Brantley*** (1973), 13 Ill. App. 3d 672.

The Respondent argues the Court of Claims has no jurisdiction of this cause and that the claim must be brought by the Attorney General or State's Attorney. Such a reading of the statute is too restrictive as the forfeiture is to inure to the benefit of the prisoner and any amounts recovered must without deduction be paid to the prisoner. The Claimant may proceed in the Court of Claims and may proceed ***pro se.*** For the Attorney General to represent Claimant would put Respondent in a position of legal conflict which is certainly not the intent of the law. The statute is clear that a sheriff or other officer or person having custody of any prisoner must deliver the ***mittimus*** to the prisoner within six (6) hours of demand. The purpose of the Act puts the onus of those incarcerating persons to get papers to prisoners in short order so they may seek ***habeas corpus*** relief, a relief specifically protected by the constitution.

In this case, the Claimant did receive his ***mittimus*** papers on his first request while he was in the custody of the Department of Corrections at Pontiac. His first petition for ***habeas corpus*** had been denied. The Claimant has suffered no real damages from the failure of the Danville administration to deliver the ***mittimus*** papers within six (6) hours as he had not even filed a writ by November 1986. The failure to comply with the statute was not intentional, but due to the newness of the institution and its employees who were developing procedures.

Under Voss ***v. Brantley*** (1973), 13 Ill. App. 3d 672, damages may be assessed from 01/100, ($.01) to five hundred dollars, ($500.00). Respondent's violation of the statute was a mere technical violation, and Claimant has **suffered** no **real damages.**

It is hereby ordered that an award of one dollar and 0/100 ($1.00) is hereby entered in favor of Claimant, said award being in full and complete satisfaction of Claimant's complaint.

***(No.* 87-CC-0024—Claimant awarded $125.00.)**

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

Opinion filed November 19, 1987.

JAMES FOSTER, *pro se*, for Claimant.

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

NEGLIGENCE—***inmate's lost property claim—constructive bailment—res ipsa loquitur applicable.*** **The doctrine** of ***res ipsa loquitur*** **is applicable when**

an inmate presents a claim for the loss of personal property and the evidence establishes a constructive bailment of the property which the State is unable to rebut.

PRISONERS AND INMATES—*lost property—constructive bailment unrebutted—claim allowed.* An inmate of a correctional center established a case of constructive bailment by presenting evidence that certain items of his personal property were lost after a guard had deadlocked his cell and the inmate left, and the inmate was entitled to an award, since the State was unable to rebut the constructive bailment.

DAMAGES—inmate's lost property claim—depreciation should be applied in assessing damages. In determining the amount of an award in the case of a lost property claim filed by an inmate of a State correctional center, the Court of Claims must consider the depreciation in value of those items which have been used since the date they were acquired by the inmate.

PRISONERS AND INMATES—*lost property claim—depreciation applied in assessing damages—award of $125 granted.* In the matter of a claim for the loss of personal property by an inmate, the Court of Claims granted an award of $125, since the inmate failed to prove the value of two items which were lost and the inmate's claim was reduced to account for the depreciation in value of certain items.

DILLARD, 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 October 10, 1985, Claimant was an inmate at Pontiac Correctional Center in Pontiac, Illinois. At 11:00 a.m. on that date, he left his cell and had it deadlocked. The Claimant was known by the institution to deadlock his cell whenever he was away for a lengthy period of time. On October 10, 1985 an officer deadlocked the Claimant's cell when Claimant went to the Administration Building. When the cell door closes, it automatically locks and then an officer takes a key and double locks it. Claimant walked back to his cell to be sure the cell was locked. Approximately 2:00 p.m. that date, Claimant returned to his cell and he and an officer noticed Claimant's cell had been taken off deadlock. When the Claimant entered his cell, he found

that items of personal property were missing. He informed an officer immediately of what had happened and made out a claim and incident report.

The property taken was as follows:

(a) A Panasonic radio purchased in January of 1985 for $49.30;

(b) Stereo headphones purchased in February of 1985 for $26.35;

(c) Aim converter box purchased in July of 1985 for $30.00;

(d) Commissary items of food and cosmetics purchased that week for $30 to $50;

(e) Stereo tape player and three cassette tapes claimed in the Bill of Particulars belonging to another inmate. Claimant was repairing the tape player for the inmate. The Bill of Particulars indicates these were worth $56.00. Claimant testified he had to pay the other inmate for the property.

None of the property was ever returned to Claimant. Claimant believed he did everything he could to protect his property. Inmates don't have keys to the cells, only officers have keys. All prisoners have ID's and the officers had sheets showing who belongs in the respective cells. The case was presented to the Department of Corrections Administrative Review Board. The Board split with the majority voting to reimburse Claimant for his loss. The Director, however, overruled the majority.

The officers corroborated that the cell was double locked but when Claimant returned, the double lock had been taken off. This present case is factually similar to *Blount v.* State (1982), **35** Ill. Ct. Cl. 790.

There is no evidence before the Court that anyone else without a key could have taken the property. A presumption therefore arises that this is a constructive bailment which the State has not rebutted. (***Owens v. State*** (1985), 38 Ill. Ct. Cl. 150; ***Lewis v. State*** (1985), 38 Ill. Ct. Cl. 254.) The doctrine of ***res ipsa loquitur*** is applicable in this case as in ***Walker v. State*** (1986), ***38*** Ill. Ct. Cl. 286.

Claimant has proven his case, therefore, the issue remains as to damages. The Claimant proved what he paid for the radio, headphones, converter box, and the commissary goods. He failed, however, to prove the value of the stereo tape player and tapes or what he paid to another inmate for these items. (See ***Rivera v. State*** (1985), ***38*** Ill. Ct. C1.272.) Furthermore, the items should be reduced for depreciation except those from the commissary. Therefore, it is

Ordered that an award of $125.00 is hereby entered in favor of Claimant, said award being in full and complete satisfaction of Claimant's complaint.

(No. 87-CC-0051—Claim **denied.**)

JOHN THREZZY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 23,1988.

JOHN THREZZY, ***pro se,*** for Claimant.

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

PRISONERS AND INMATES—*lost property claim—no evidence of State's negligence—claim denied.* **A claim for lost personal property filed by an inmate of a State correctional facility was denied, notwithstanding the inmate's testimony concerning various transfers of himself and his property, since the inmate offered no convincing evidence that his property had ever been placed in the possession of agents of the State, and there was no direct evidence of any negligence on the part of the State.**

PATCHETT, J.

Claimant in this case is a resident of the Illinois Department of Corrections and seeks recovery for personal property lost during a prison transfer.

Claimant alleges that on or about August 30, 1984, he was ordered to be transferred from Menard Prison to the Cook County Correctional Center. He stated he was subsequently transferred to the Shawnee Correctional Center and lost personal property outlined in his complaint with a value of $888.02.

At a hearing on this case before a Commissioner of this Court, the Claimant testified that his loss of property occurred during the transfer. The Claimant produced a personal property inventory record dated July 26, 1985, which Claimant stated set forth all the property for which he is seeking a recovery. Claimant stated that he had lost all the property inventoried on the sheet dated July 26, 1985, and never recovered any of his property from anyone. He further claimed that none of the property was replaced by the Department of Corrections.

The Claimant testified that the personal property inventory previously referred to dated July 26,1985, was prepared at Joliet when he was scheduled to be transferred from Joliet to Menard. When he arrived at Menard, he claimed he got a box of personal property which was not his. In the box was the inventory to which the Claimant already referred. Claimant made a copy of

the inventory for an agent of the Respondent. Respondent then made a search for the property and was unsuccessful in obtaining its return. Claimant was transferred to the Shawnee Correctional Center on September 12,1985.

The Claimant said that the value he stated for the property lost was established on the basis of cost. The Claimant offered into evidence an affidavit of inmate Edward Wegman, and the Respondent made no objection. Wegman's affidavit stated that in August 1984 when the Claimant left Menard on a writ to the Cook County jail, Claimant left all his personal items and the State issued items in his cell at Menard. The affidavit went on to state that gang members looted the Claimant's belongings. Wegman's affidavit concluded by stating that he (Wegman) had "* * * gathered what few remaining items Mr. Threzzy had left and placed in the shoe box which I sent to the personal property department."

Claimant also offered into consideration a certain confidential memo of the Institutional Inquiry Board dated December 1985. This memo concerned a meeting of the Inquiry Board held on November 26, 1985, concerning the Claimant's loss of personal property. That report characterized the Claimant's statement before the Inquiry Board as follows:

> **"Inmate states when he was transferred here from Joliet Correctional Center that his property did not come with him."**

Minutes of a later meeting of the Administrative Review Board held on April 2, 1986, concerning Claimant's grievance regarding the loss of his personal property characterized the Claimant's statement to the Administrative Review Board as follows:

> **Inmate Threzzy (Claimant) indicated that the property was lost when he transferred from Menard to Shawnee Correctional Center on approximately August 14, 1985."**

Those minutes of the Administrative Review Board went on to indicate as follows:

> "The Panel reviewed a personal property inventory dated July 26,1985, prepared upon his return from Writ from Cook County which indicates Inmate Threzzy (Claimant) kept the alleged missing items with him. The personal property inventory dated August 13, 1985, indicating packed ***(sic)*** at Joliet for transfer to Menard does not indicate the above items. The transfer occurred on August 14, 1985. The Panel verified that Inmate Threzzy (Claimant) went out on Writ on August 30, 1984, and returned from Cook County to the Joliet Correctional Center on July 26, 1985."

The Administrative Review Board meeting report concluded that the Claimant's property had been returned to him. It further concluded that staff negligence had not been substantiated.

In the present case there was simply no convincing evidence that the Claimant's property had been placed in the possession of the Respondent. There was further no direct evidence of the Respondent's negligence. Accordingly, the burden of going forward with the evidence with due care never shifted from the Claimant to the Respondent. Thus, there being no direct evidence of the Respondent's negligence,

We will deny this claim.

(No. 87-CC-0204—Claim denied.)

ANTHONY V. HORN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 18,1987.

ANTHONY **V.** HORN, ***pro se***, for Claimant.

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

OFFICERS AND PUBLIC EMPLOYEES—court reporters are entitled to payment for preparation of transcripts of criminal trials. Pursuant to the court reporters statute and Supreme Court Rule 607, court reporters are entitled to be paid for the preparation of an original and one copy of the transcript of criminal trials, but such payment is only authorized upon the presentation of a certificate signed by the presiding judge setting the amount due to the reporter.

SAME—court reporter's claim for preparing transcript denied—certificate signed **by** *presiding judge absent.* A court reporter's claim for preparing a replacement copy of one volume of a two volume transcript of a criminal trial was denied, notwithstanding the lack of an explanation for the disappearance of the original copy of the replaced volume, since the reporter was fully paid for the preparation of the original two volumes pursuant to the presentation of the required certificate signed by the presiding judge, but no certificate **was** presented with regard to the replacement volume and the State is not allowed to pay for the preparation of any transcripts absent a certificate.

PATCHETT, J.

This is a claim for compensation pursuant to section 8(a) of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. 37, par. 439.8(a)). The Claimant, Anthony **V.** Horn, is an official court reporter for the fourth judicial circuit in the State of Illinois. He has brought this claim for compensation for preparation of one volume of a *two* volume transcript, pursuant to "An Act prescribing the duties of official court reporters * * *" (the Act) (Ill. Rev. Stat. 1985, ch. 37, pars. 661-665).

The parties here stipulated that all allegations of the complaint were true and correct. At the trial of this claim, the parties waived a court reporter, as the parties agreed that the stipulation would serve in lieu of the presentation of testimony and evidence. Therefore, the only other evidence to be considered is the departmental report, pursuant to Rule 14 of the Illinois Court of Claims.

The Claimant reported the trial in a criminal proceeding in Marion County Circuit Court entitled People v. Wright. Pursuant to section 3 of the Act,

Claimant transcribed an original and one copy of the trial proceedings. This was done after the presiding judge had entered an order pursuant to Supreme Court Rule 607 (107 Ill. 2d R. 607) requiring the preparation of such a transcript without charge to the defendant. The total transcript consisted of 313 pages and was prepared in two volumes. The first volume contained pages 1-150, and the second volume contained pages 151-313. On January 22, 1986, the Claimant filed both volumes of the transcript with the Marion County circuit clerk. The Claimant requested no receipt for the filing of the transcript, nor was any receipt prepared and given by the circuit clerk. Subsequently, the circuit clerk denied receiving volume 2.

While the criminal case was on appeal, the Appellate Defender's Office discovered that the volume 2 was missing. The director of the Appellate Defender's Office contacted the Claimant and advised him that the Claimant was still obliged to submit the full transcript regardless of how volume 2 disappeared. Based on this advice, the Claimant retyped and resubmitted a second volume 2.

At the times Claimant prepared the first transcript, he submitted a voucher to the Administrative Office of the Illinois Courts for compensation pursuant to section 4 of the Act. He was paid in full for preparation of both volumes.

After Claimant retyped and resubmitted a second volume 2, which was filed with the Marion County circuit clerk on May 30, 1986, he then submitted an additional voucher for $272.25 for preparation of volume 2. Both parties agreed that this is the correct charge under the applicable statutes, but the State refused to honor this voucher. They did so on the ground that they had already paid for an original and one copy

and that it was not authorized to pay for a replacement volume.

The Claimant is clearly entitled to payment under the Act for any transcript prepared pursuant to Supreme Court Rule 607 (107 Ill. 2d R. 607). Section 4 of the Act requires compensation to be paid "* * * upon presentation of a certificate signed by the presiding judge setting the amount due said reporter." It has been stipulated that the appropriate certificate by the presiding judge was presented for the preparation of the original transcript, but not for the replacement volume 2.

We hold that the State can pay for preparation of a transcript only upon presentation of a certificate signed by the presiding judge. Absent such a certificate, there is no statutory authority for payment of a voucher, whether for an original transcript or for a replacement transcript. Therefore, we must deny this claim.

(No. 87-CC-0399—Claim dismissed.)

ALAN T. KRAKORA, D.D.S., Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

Opinion filed September 10, 1987.

ALAN T. KRAKORA, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (RALANDA WEBB, Assistant Attorney General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—***contents of department report are prima facie euidence.*** Pursuant to Rule 14 of the Rules of the Court of Claims, the contents of a department report filed in an action before the Court of Claims are ***prima facie*** evidence.

PUBLIC AID ***CODE—what necessary to establish eligibility for uendor payment.*** In order to establish eligibility to receive a vendor payment under

the Illinois Department of Public Aid Medical Assistance Program, a vendor must be enrolled as a participant, the patient must be a "recipient," the services must be "covered services," the Department's "prior approval" must be obtained in certain cases, and the invoice must be presented on the Department's forms.

LIMITATIONS—*claim for vendor payment under Department of Public Aid Medical Assistance Program—one year limitation period.* A vendor of services under the Illinois Department of Public Aid Medical Assistance Program must file an action for payment within one year after the cause of action accrues, and one occurrence causing the time period to commence is the Department requirement that a vendor's initial invoice be received no later than six months following the date of service.

PUBLIC AID CODE—*claim for vendor payment—dental services—time barred—insufficient in form and substance—dismissed.* A dentist's claim for a vendor payment pursuant to the Illinois Department of Public Aid Medical Assistance Program was time barred in that it was filed beyond the one-year limitations period, and even if the claim were timely filed it would have been insufficient in form and substance, since the dentist failed to show that he was an enrolled participant in the Program, and the patients were not shown to be "recipients."

LAPSED APPROPRIATIONS—Claim for vendor payment under Medical Assistance Program of Department of Public Aid not subject to denial as lapsed appropriation. The contention of a dentist that his claim for a vendor payment under the Illinois Department of Public Aid Medical Assistance Program was denied as a lapsed appropriation was contradicted by the provisions of the Public Aid Code which authorize the payment of such claims without regard to the fact that the services may have been rendered in a prior fiscal year.

PATCHETT, J.

This cause is before the Court on Respondent's motion to dismiss. Claimant having been given due notice, and the Court being fully advised in the premises, finds as follows:

Claimant Krakora, a dentist, seeks a vendor payment; as provided in section **11—13** of the Public Aid Code (PAC) (Ill. Rev. Stat., ch. 23, par. **11—13),** from funds appropriated to the Illinois Department of Public Aid (IDPA) for medical services provided to IDPA's "recipients," as defined in section 2—9 of the PAC. The subject of Dr. Krakora's claim is services provided to his two patients, Rose Biever (Carlino) and

Chris Biever (Carlino), during the period March **1984** through July **2, 1984.** His court action was filed on September 8, **1986.**

In its department report, the contents of which are ***prima facie*** evidence under Rule **14** of the rules of this Court, IDPA advises that there are certain requirements which all medical vendors must meet to be eligible to receive a vendor payment (defined in section 2—5 of the PAC) for their services. These requirements include the following:

a. The vendor must have been enrolled as a participant in IDPA's Medical Assistance Program (MAP) at the time when the subject services were rendered. (IDPA Rules **140.11** through **140.19, 89** Ill. Admin. Code §§140.11 through **140.19.)**

b. The vendor's patient must have been a "recipient," and eligible to receive such services at the Respondent State's expense as determined by IDPA in accordance with applicable statutory requirements, as of the dates on which the services were rendered. See prior decisions of this Court, cited below in this opinion.

c. The services must have been "covered services," eligible for payment in accordance with the requirements of IDPA's MAP program. (See e.g., IDPA Rules **140.3, 140.5, 140.6, 140.7** and **140.9; 89** Ill. Admin. Code §§140.3, **140.5,**140.6, 140.7 and **140.9.)**

d. In certain situations, IDPA staff's "prior approval" must have been obtained, for particular services, before the services are provided to the patient by the vendor. (See, e.g., subsection c of IDPA Rule **140.2;** and IDPA Rules **140.40** through **140.42,** ***id.)***

e. The vendor must have invoiced his services to the department, on IDPA invoice-forms which have been properly prepared by the vendor and timely submitted to IDPA, in accordance with department Handbook instructions and regulatory requirements (IDPA Rule **140.20,** ***id.).***

The department advises that each of these requirements is explained in its provider (vendor) ***Handbooks,*** which are furnished, upon enrollment, to each participating vendor.

According to the department's investigation, this claim is deficient in several respects, as compared with the above requirements. Respondent's initial challenge concerns the complaint's alleged failure to state a cause

of action. The Claimant alleges that his payment demand for his two patients' services was refused solely due to lapse of appropriated funds. His exhibits indicate that the subject of this lawsuit is medical services, and that Claimant is presenting a "vendor payment" claim, as defined in sections **2—5** and **11—13** of the PAC. Section **161** (Ill. Rev. Stat., ch. **127,** par. **161**), authorizes IDPA's payment of such claims "without regard to the fact that the medical services being compensated for by such payment may have been rendered in **a** prior fiscal year," *i.e.*, payments from the department's medical payment fund are not denied by reason of lapsed appropriation. The complaint here is thus contradicted by section **161.** As a result, Claimant's allegations misstate Illinois statutory law and, for that reason, fail to state a cause of action. See this Court's decisions in ***Midstate Anesthesiologists v. State*** **(1982), 35** Ill. Ct. Cl. **442,** ***Barnes Hospital v. State*** **(1982), 35** Ill. Ct. Cl. **434,** ***Rock Zsland Franciscan Hospital v. State*** **(1982), 36** Ill. Ct. Cl. **377,** ***Henrotin Hospital v. State*** **(1984), 37** Ill. Ct. Cl. **351** (representing **67** Henrotin Hospital claims dismissed on that date), ***St. Anne's Hospital v. State*** **(1984), 37** Ill. Ct. Cl. **348** (representing **118** St. Anne's Hospital claims dismissed on that date), ***Franciscan Medical Center v. State*** **(1984), 37** Ill. Ct. Cl. **347** (representing four Franciscan claims dismissed on that date), and ***St. Elizabeth Hospital v. State*** **(1986), 38** Ill. Ct. Cl. **325.**

Second, IDPA reports that Dr. Krakora was not an enrolled participant in its Medical Assistance Program (MAP), in **1984,** when the subject services were rendered. To be authorized to receive payment for services to IDPA recipients, **a** prospective participant must first apply to IDPA for enrollment in the

department's MAP program. Until accepted for participation, the applicant cannot be a "vendor," and thus is not entitled to payment for services rendered prior to submitting an application for enrollment. See subsection d of IDPA Rule **140.13.**

Third, Claimant has supplied no evidence that IDPA had determined either of his patients to be an eligible MAP recipient, with respect to the dates on which the subject services were rendered. **As** the department's records indicate that neither patient was MAP-eligible on these dates of service, Respondent has no liability for payment of this claim for such services. See this Court's decisions in ***Zllini Hospital*** v. ***State*** (1977), **32** 111. Ct. Cl. **115.**

Fourth, Claimant offers no exhibit suggesting that he had ever invoiced his services to IDPA, on the forms prescribed by IDPA regulation **(89** Ill. Admin. Code, **§140.20)**, or within the time prescribed by that regulation. Section **447.45** of Title **42,** Code of Federal Regulations **(42** C.F.R. **§447.45)**, also imposes a one-year deadline, following the date of service, for medical-vendors' submissions of their invoices for adjudication by the State Medicaid agency, here IDPA. Completion of the prescribed invoice-forms, and their submission to IDPA prior to the prescribed deadline, are conditions which the enrolled vendor must meet in order to comply with the regulation, and thus to be eligible for vendor-payment consideration. This Court has previously so held. *Good* ***Samaritan Hospital V. State*** (1982), *35* Ill. Ct. Cl. **379.** See also ***Rush Anesthesiology Group V. State*** (1983), *35* Ill. Ct. Cl. **851;** and ***Weissman v. State*** (1978), **32** Ill. Ct. Cl. **150.**

A vendor's entitlement to a "vendor payment," enforceable under section **11—13** of the Public Aid Code

and under sections 8 and 22 of the Court of Claims Act, may be "limited by regulations of the Illinois Department." (Ill. Rev. Stat., ch. 23, par. 11—13; ch. 37, pars. 439.8, 439.22.) Each of the regulatory requirements discussed above imposes a condition which the vendor must meet, if he is to receive a vendor payment for specified services to a named patient. In this instance, Claimant has failed to demonstrate that he has met any of such conditions.

As a fifth ground for dismissal, Respondent asserts that Claimant's court action for these two patients' services, when filed in September 1986, was already barred by the time limitations imposed by section 11—13 of the PAC, and by sections 22(b) and 22(h) of the Court of Claims Act. Section 11—13 sets out the conditions and limitations applicable to a vendor seeking payment from IDPA for goods and services furnished *to* an **IDPA** recipient, *i.e.*, to be paid a "vendor payment." **As** is made clear in subsection 22(b) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.22(b)), section 11—13 imposes certain limitations on the authority of this Court to entertain vendor-payment actions,

Section 11—13 provides that a vendor's court action must be filed within one year after its cause of action accrues. As amended by Public Act 83-1410, this statute makes identification of the date of accrual turn on the vendor's ability to prove that IDPA had received its invoice within six months for specified services following the date those services were rendered. The statute thus adopts, as one occurrence which causes its time period to begin to run, IDPA Rule 1450.20(c)'s requirement that the vendor's initial invoice be received no later than six months following the date of service.

Respondent asserts that Claimant's cause of action with respect to these two patients' services was barred, at the latest, as of January 3, 1986, or 18 months following July 2,1984, the most recent date on which the subject services were rendered. Section 11—13 provides:

"(2) If the vendor cannot prove that he submitted a bill [or invoice, to IDPA] for the service within 6 months of the date the service was rendered, then [a cause of action accrues within the meaning of this Section] upon the date 6 months following the date the vendor rendered the service to the recipient;"

and that

"[v]endors seeking to enforce obligations of [IDPA] for goods or services (1) furnished to or in behalf of recipients and (2) subject to a vendor payment * * * shall commence their actions * * * within one year next after the cause of action accrued."

As of January 3, 1985—six months following the most recent date of service to these patients, Claimant had not prepared and submitted his invoice to IDPA for any of these services, although required to do so by Rule 140.20(c). As a result of his failure to comply with Rule 140.20(c)'s initial invoice-submittal deadline, Claimant's cause of action "accrued," with respect to these services, no later than January 3, 1985. And, as his Court action in respect to those services had not been commenced within the ensuing year, Claimant's cause of action in respect to those services was barred by the statute, effective January 3, 1986.

From the record presented, the Court concludes that it lacked authority to entertain this claim for payment of these services, as of the date on which it was commenced. This jurisdictional bar would apply, even if the complaint were amended, and Claimant were to allege some invoicing activity prior to his commencement of the subject Court act.

It is therefore hereby ordered:

That Respondent's motion to dismiss the complaint herein as insufficient in form and substance, and as failing to state a cause of action upon which the relief can be granted, is hereby granted; and

That Respondent's motion for an order dismissing the complaint and the underlying action under paragraph 2—619 **of** the Code of Civil Procedure, on the ground that this action was already barred by the limitation period imposed by section **22** of the Court of Claims Act when so commenced, is hereby granted.

This action is hereby dismissed with prejudice.

(Nos. 87-CC-0408, 87-CC-0409, 87-CC-2593 cons.—
Claimants awarded $82,957.47.)

EFFINGHAM BUILDERS SUPPLY **and** FIRST NATIONAL BANK **OF** DIETERICH, **Claimants,** *v.* **THE** STATE **OF** ILLINOIS, **Respondent.**

Order on stipulation and motion for summary judgment filed May 23,1988.

Order on motion to amend stipulation and order filed lune 17,1988.

PARKER, SIEMER, AUSTIN, RESCH & RESCH, for Claimant Effingham Builders Supply.

EATON & EATON, for Claimant First National Bank of Dieterich.

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

STIPULATIONS—*construction claims—lapsed appropriations—awards granted.* **Pursuant to the State's stipulation and a motion for summary judgment several claims arising from construction projects undertaken for the Capital Development Board where there had been a lapse of the appropriated funds were granted.**

ORDER ON STIPULATION AND MOTION FOR SUMMARY JUDGMENT

MONTANA, C.J.

This cause comes on to be heard on the Respondent's stipulation and motion for summary judgment, due notice having been given and no objection having been raised, and the Court being advised;

The Court hereby finds:

1. Respondent, State of Illinois, has responded to these claims.

2. In regard to the claim made in 87-CC-0408, Respondent admits that F & H Construction Company has completed the work on CDB Project No. 291-200-027. Respondent further admits that but for other claims for these same monies, $18,645.25 would be due and owing F & H Construction Company. In fiscal year 1984, $18,645.25 lapsed for this project.

3. Ray Kabbes, d/b/a Effingham Builders Supply seeks $8,893.87 against this lapsed amount in 87-CC-0408; First National Bank of Dieterich seeks $18,645.25 against this same lapsed amount in 87-CC-2593.

4. In addition the following parties are listed in count VII of First National Bank of Dieterich's complaint as also seeking some or all of the same funds: William Flach, d/b/a F & H Construction Company, First National Bank of Effingham, R.W. Bradley, Jeff Stone and Nick Flach, d/b/a F & S Painting, and Norm's Glass & Painting, Inc. The same parties are known to Respondent as seeking some or all of the funds claimed in 87-CC-0408 and count VII of 87-CC-2593.

5. In regard to the claim made in 87-CC-0409, Respondent admits that F & H Construction Company

has completed the work on CDB Project No. 120-003-001. Respondent further admits that but for other claims for these same monies, $25,188.74 would be due and owing F & H Construction Company. In fiscal year 1984, $22,994.42 lapsed and $1,097.16 lapsed in fiscal year 1985, for a total lapsed amount of $24,091.58.

6. Ray Kabbes, d/b/a Effingham Builders Supply seeks $3,251.26 against this lapsed amount in 87-CC-0409; First National Bank of Dieterich seeks $25,188.74 against this same lapsed amount in count III of 87-CC-2593.

7. In addition, the following parties are listed in count III of First National Bank of Dieterich's complaint as also seeking some or all of the same funds: First National Bank of Effingham, William Flach, d/b/a F & H Construction Company, and Bacon's Painting & Construction Company. The same parties are known to Respondent as seeking some or all of the funds claimed in 87-CC-0409 and count III of 87-CC-2593.

8. In regard to count I of 87-CC-2593, Respondent admits that F & H Construction Company has completed the work on CDB Project No. 102-416-014. Respondent further admits that but for other claims for these same monies, $8,000.25 would be due and owing F & H Construction Company. In fiscal year 1986, $8,000.25 lapsed for this project.

9. In addition, the following parties are listed in count I of 87-CC-2593, First National Bank of Dieterich's complaint as also seeking some or all of the same funds; First National Bank of Effingham, William Flach, d/b/a F & H Construction Company, and Dale Harris. The same parties are known to Respondent as seeking some or all of the funds claimed in count I of 87-CC-2593.

10. In regard to the count II of 87-CC-2593, CDB project No. 102-522-013, no money lapsed for this project.

11. In regard to the count IV of 87-CC-2593, Respondent admits that F & H Construction Company has completed the work on CDB project No. 120-260-012. Respondent further admits that but for other claims for these same monies, $12,955.48 would be due and owing F & H Construction Company. In fiscal year 1983, $8,316.48 lapsed and $4,639.00 lapsed in fiscal year 1984, for a total lapsed amount of $12,955.48.

12. In addition, the following parties are listed in count IV of First National Bank of Dieterich's complaint as also seeking some or all of the same funds; Norm's Glass & Paint, Inc., First National Bank of Effingham, and William Flach, d/b/a F & H Construction Company. The same parties are known to Respondent as seeking some or all of the funds claimed in count IV of 87-CC-2593.

13. In regard to count V made in 87-CC-2593, Respondent admits that F & H Construction Company has completed the work on CDB project No. 120-270-012. However, no monies lapsed. (A warrant for $6,745.43 was issued to F & H Construction Company for this project; this warrant remains in the possession of Respondent CDB but it was issued more than three years ago.)

14. In regard to count VI made in 87-CC-2593, Respondent admits that F & H Construction Company has completed the work on CDB project No. 120-270-013. Respondent further admits that but for other claims for these same monies, $12,519.48 would be due and owing F & H Construction Company. In fiscal year

1983, $8,371.48 lapsed and $4,148.00 lapsed in fiscal year 1984, for a total lapsed amount of $12,519.48.

15. In addition, the following parties are listed in count VI of First National Bank of Dieterich's complaint as also seeking some or all of the same funds: First National Bank of Effingham, William Flach, d/b/a F & H Construction Company, and Norm's Glass & Paint, Inc. The same parties are known to Respondent as seeking some or all of the funds claimed in count IV of 87-CC-2593.

16. In addition, Allied Fidelity Company was the surety on all of these projects; Allied Fidelity has since been liquidated by the Commissioner of Insurance of the State of Indiana.

17. **As** is indicated in 87-CC-2593 and by the departmental reports filed in 87-CC-0408, 87-CC-0409, and 87-CC-2593 there are competing Claimants seeking the sums identified above.

18. Not all competing Claimants have filed with the Court of Claims and this Court will not have jurisdiction over any competing Claimant which does not avail itself of the Court's jurisdiction.

19. Respondent has filed an interpleader action in circuit court in Effingham County and asks the court to determine the proper distribution of the funds. The circuit court will have the benefit of having jurisdiction over all the parties and will have the authority to enjoin the named parties from filing suits concerning these funds in any other forum.

20. Respondent has recommended that the Court award the funds specified below with directions to the comptroller to pay the funds into the circuit court in

which the interpleader is filed, for distribution by the circuit court.

21. Respondent has asked the Court to order the comptroller to reissue the warrant for $6,745.43 described in paragraph No. **12** above and to direct the comptroller to pay that amount into the circuit court in which the interpleader is filed.

22. The funds to be awarded in full and final satisfaction of these claims are:

87-CC-0408	$18,645.25	011-45402-1900-00-83-84	
87-CC-0409	**25,188.74**	001-42601-1900-01-83-84	**$24,091.58**
		141-51125-6600-82-84-85	**$ 1,097.16**
87-CC-2593	**33,475.21**	**141-51122-6600-21-81-86**	$ 8,000.25
		001-42611-1900-00-00-84	**$ 4,639.00**
		001-42617-1900-00-00-84	**$ 4,148.00**
		001-42601-1900-00-00-83	**$16,687.96**
TOTAL:	**$77,309.20**		

Based on the above, it is hereby ordered as follows:

1. Count II of Claim No. 87-CC-2593 is denied.

2. Those amounts specified in paragraph 22 above are hereby awarded and should be paid with the funds indicated.

3. With respect to the previously issued warrant, we decline to order the comptroller to reissue it. The warrant was drawn on the Capital Development Board bond fund. By this time those monies have reverted to the State's general revenue fund. The warrant is stale and can no longer be cashed or replaced. We award the sum of $6,745.43 payable from general revenue fund monies.

4. The awards made herein are to be paid into the circuit court of the fourth judicial circuit in Effingham County, Illinois, for distribution by that court in the

interpleader action pending there under People ex rel. Peters v. Flach (No. 87-CH-21).

ORDER ON MOTION TO AMEND STIPULATION AND ORDER

MONTANA, C.J.

This cause coming on to be heard on Respondent's motion to amend stipulation and order so as to correct paragraph 22 thereof to accurately reflect the total lapsed balance for line item appropriation No. 001-42601-1900-01-83-84 and the total lapsed balance available for satisfaction of claims made against the Harrisburg Youth Center Project; CDB project No. 120-003-001, and the Court being fully advised, it is hereby ordered that paragraph 22 of the stipulation and paragraph 22 of the order entered May 23, 1988, are amended to read as follows:

87-CC-0408	$18,645.25	(011-45402-1900-00-83-84)	
87-CC-0409	24,091.58	(001-42601-1900-01-83-84)—	$22,994.42
		(141-51125-6600-82-84-85)—	$ 1,097.16
87-CC-2593	33,475.21	(141-51122-6600-21-81-86)—	$ 8,000.25
		(001-42611-1900-00-00-84)—	$ 4,639.00
		(001-42617-1900-00-00-84)—	$ 4,148.00
		(001-42601-1900-00-00-83)—	$16,687.96
TOTAL:	$76.212.04		

(No. 87-CC-0961—Claim dismissed.)

NATHAN M. SIMON, M.D., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 22,1987.

NATHAN M. SIMON, M.D., *pro se,* for Claimant.

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

PUBLIC AID CODE—*vendor payments—required elements must be satisfied.* In order for a medical vendor to be entitled to a payment under the Illinois Department of Public Aid Medical Assistance Program, the vendor must satisfy the vendor-payment requirements established by the Department.

SAME—what necessary to establish eligibility for vendor payment. In order to establish eligibility to receive a vendor payment under the Illinois Department of Public Aid Medical Assistance Program, a vendor must be enrolled as a participant, the patient must be a "recipient," the services must be "covered services," the Department's "prior approval" must be obtained in certain cases, and the invoice must be presented on the Department's forms and prepared in accordance with the Department's instructions.

LIMITATIONS—*claim for vendor payment under Department of Public Aid Medical Assistance Program—one-year limitation period.* A vendor of services under the Illinois Department of Public Aid Medical Assistance Program must file an action for payment within one year after the cause of action accrues, and one occurrence causing the time period to commence is the Department requirement that a vendor's initial invoice be received no later than six months following the date of service.

PUBLIC AID *CODE—vendor's claim for "psychotherapy"—Department requirements not satisfied—timebarred—claim dismissed.* A psychiatrist's claim for "psychotherapy" services rendered pursuant to the Illinois Department of Public Aid Medical Assistance Program was dismissed on the grounds that the action was untimely, and that the Claimant failed to comply with the Department requirements of showing that he was an enrolled participant in the program, that the services were covered, and that an invoice was timely presented in the proper form.

RAUCCI, 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:

Claimant Simon, a St. Louis, Missouri, psychiatrist, commenced this vendor-payment action by filing his complaint herein on November 14, 1986. In it, he seeks to be paid by the Illinois Department of Public Aid (IDPA) Medical Assistance Program (MAP) for

"psychotherapy" services rendered to patient Smith on nine dates of service during April 1982. He alleges that he prepared his invoice to IDPA on or about April 29, 1982, and that "[n]o IDPA vouchers [responding to his invoice] have ever been received."

As noted in IDPA's department report, Claimant's allegations are deficient in a number of particulars closely paralleling IDPA vendor-payment requirements, and corresponding deficiencies, found to exist in *Canlas v.* **State** (1987), 39 Ill. Ct. C1.150. Each such requirement represents an element of a proper "vendor payment" cause of action, filed pursuant to section 11—13 of the Public Aid Code. Ill. Rev. Stat., ch. *23,* par. 11—13.

One such element is that the medical vendor must be enrolled as a participant in IDPA's MAP as of the dates on which the invoiced services were rendered, in order for his invoice to receive IDPA's payment consideration. IDPA reports that Claimant was first enrolled in its program in February 1983, over nine months after these services had been rendered.

Other elements are that the services be specifically "covered' services under the **MAP,** and that the vendor's invoice be prepared in accordance with IDPA instructions. Here, the single invoice alleged identifies Claimant's services only as "psychotherapy," and lists no CPT code (corresponding to numeric ***Physicians' Current Procedural Terminology*** designations, or procedure codes, of discrete forms of psychotherapeutic services) which would enable IDPA to establish whether Claimant's services were in fact "covered." IDPA's **MAP** ***Handbook*** *for* ***Physicians,*** and Appendix A-19a, lists and identifies **(by** procedure, or CPT, codes) those psychiatric procedures which are MAP-covered. The lack of specificity in Claimant's service identification would

have made it impossible for IDPA to determine, from such invoice, whether MAP coverage existed for these services. IDPA's report details other deficiencies in Claimant's invoice, including the absence of a recipient identification number (or RIN), which was to be entered on the invoice, in order to identify the patient as an IDPA recipient. IDPA concludes, and we agree, that neither the patient nor the services were adequately identified on the invoice, as Claimant had omitted invoice-entries required to be made in accordance with ***MAP Handbook For Physiciuns*** instructions.

Still another element is that the vendor's invoice be received by IDPA within the time prescribed by IDPA Rule **140.20** and by Title **42** of Code of Federal Regulations **9447.45.** Here, Claimant supplies no proof that his invoice was ever received by IDPA. The department advises that it has manually researched its microfilmed records of physicians' invoices received during the period April through September **1982,** and that it found no record of having received Claimant's invoice. IDPA would have been unable to adjudicate any invoices received from Claimant during this period by use of automated processes, since Claimant was not then an enrolled MAP participant, and all such invoices would therefore have been ineligible for payment consideration. Claimant has not established his compliance with either the State regulation or the Federal regulation regarding timeliness of invoice receipt. ***Rock Island Franciscan Hospital v. State*** (1987), **39 Ill.** Ct. Cl. 100.

IDPA also challenges this Court action on the ground that Claimant's cause of action in respect to this patient account had already been barred, under the provisions of section **11—13** of the Public Aid Code (Ill.

Rev. Stat., ch. 23, par. 11—13) and of section 22(b) of the Court of Claims Act (Ill. Rev. Stat. 1985, ch. 37, par. 439.22(b)), when Claimant commenced this action. We find that challenge to be valid.

Section 11—13 establishes a one-year limitation on the filing of court claims by vendors seeking State payment for goods and services furnished to or in 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 commence 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 section 11—13's limitation period.

In the instant case, the subject services were rendered on and before April 13, 1982. Claimant alleges a single invoice, prepared in late April 1982, and reports having received no IDPA voucher-response to that invoice. IDPA denies ever receiving the invoice. IDPA's ***MAP Handbook,*** at page 1-37, recommends to medical vendors that

"[i]f more than 60 days have elapsed since mailing of a claim [invoice] and the action taken on that claim by the Department has never been reported on a Remittance Advice [voucher], the assumption is to be made that the claim was not received by the Department."

In such cases, the Handbook suggests that the vendor make a written inquiry to IDPA concerning the status of the unreported invoice, or that the vendor promptly resubmit its charges for the services on a second invoice. Written inquiries "must be made within 6 months of the date of service so that the time limits for resubmitted bills [invoices] can be met if resubmittal is necessary." *(Ibid.)* This procedure, if timely followed, would allow the vendor to comply with the resubmittal deadline established in subsection (d)(2) of IDPA Rule 140.20. Claimant does not allege here that he submitted either a written inquiry or a rebill-invoice. He took no action regarding the Smith account until filing this action in November 1986, more than four years after rendering his services, and more than four years after October 14, 1982, when his cause of action accrued as to this account. We find that Claimant's cause of action in respect to these services was barred by section 11—13 on October 14, 1983, one year following such accrual.

It is therefore hereby ordered:

That Respondent's motion to dismiss the complaint herein, on the grounds that Claimant was not an enrolled participant in IDPA's Medical Assistance Program when these services were rendered, that he has failed to establish that such services were MAP-covered, and that he has failed to prove that he submitted an invoice prepared in accordance with IDPA and Federal Medicaid requirements, or that IDPA received such invoice within the time prescribed by State and Federal regulations, is hereby granted; and

That Respondent's motion to dismiss the complaint

and the underlying action, pursuant to paragraph 2—619 of the Illinois Code of Civil Procedure, on the ground that said action was already barred by section **11—13** of the Public Aid Code and by section 22(b) of the Court of Claims Act when so commenced, is hereby granted.

This action is hereby dismissed with prejudice.

(No. 87-CC-1073—Claim denied.)

BRANCH-NICOLOFF COMPANY, Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

***Stipulation filed lune* 15,1987.**

***Order filed July* 9,1987.**

***Order filed May* 23,1988.**

BRANCH-NICOLOFF COMPANY, *pro se*, for Claimant.

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

INTEREST—lapsed appropriation claim—interest sought under Prompt Payment Act—denied. A Claimant filed a standard lapsed appropriation claim for certain materials provided for a State university and the claim was allowed, but the legislature failed to appropriate the required funds and the Claimant sought interest on the unpaid account under the Prompt Payment Act, but that claim was denied, since the Act does not authorize interest on claims in the Court of Claims which would accrue after the responsible agency's ability to pay had ended, and in the Claimant's case, the materials were not delivered until after the appropriated funds had lapsed and the agency could not make payment.

STIPULATION

SOMMER, J.

This is a lapsed appropriation claim. The State agrees to an entry of an award based on the report filed

in this matter which provides the following information:

Agency: Board of Governors of State Colleges and Universities
Purpose: Toilet partitions for library building restrooms.
Fund No. 037-62001-2-25904-3000 Fiscal Year: 1986
Amount: $4,368.00
Claimant's Social Security or Tax No. 36-0833665
Sufficient funds lapsed to cover this claim.

ORDER

SOMMER, J.

The record in this cause indicates that this is a standard lapsed appropriation claim which should be paid in accordance with the above stipulation. It is so ordered.

ORDER

MONTANA, C.J.

Claimant brought this claim seeking $4,368.00 in payment for toilet partition materials which Claimant provided to the Respondent's Northeastern Illinois University. In its standard "lapsed appropriation" form complaint Claimant alleged that it demanded payment from Northeastern Illinois University but its demand was refused on the grounds that the funds appropriated for the payment had lapsed.

The Respondent filed a stipulation agreeing that the amount claimed was due and owing and this Court entered the award in favor of the Claimant on July 9, 1987. The bill giving rise to this claim would not have been payable out of a fund which the Court has to pay lapsed appropriation awards. For that reason, this claim

was presented to the legislature in the fall session of **1987.** The legislature did not appropriate any funds to pay this claim.

On February **17,** 1988, Claimant filed what we interpret to be an amendment to this claim seeking interest on the unpaid account citing the Prompt Payment Act (Ill. Rev. Stat., ch. **127,** par. **132.401** ***et seq.***). We have previously ruled that Act does not authorize interest on claims in the Court of Claims which would accrue after the agency's legal ability to pay has ended. ***(Way-Ken Contractors Supply v. State*** (1985), **37** Ill. Ct. Cl. 324; OK ***Electric v. State*** (1984), **39** Ill. Ct. Cl. 155).In this case, satisfactory delivery of the goods was not accomplished until after the funds appropriated for the expenditure had lapsed and the agency was no longer able to make the payment. While we understand that some of the delay in payment has not been caused by the Claimant, the legislature's postponement of appropriating, or failure to appropriate, funds to pay the award does not change our previous position.

It is hereby ordered that Claimant's claim for interest be, and hereby is, denied.

(No. 87-CC-1256—Claimant **awarded** $1,000.00

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

Opinion filed May **6,1988.**

CARLOS MOORE, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (KAREN KEPLER and ERIN O'CONNELL, Assistant Attorneys General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate's ankle* **broken in football** *game*—**treatment delayed eight days—award granted.** An award of $1,000 was granted to an inmate of a correctional facility who suffered a broken ankle in a football game, but was not properly treated for the injury until eight days later, since the evidence showed that he suffered needless pain during those eight days when the injury was initially misdiagnosed, an X ray was not taken due to the unavailability of a technician, and treatment outside the facility was arbitrarily denied.

RAUCCI, J.

This is a medical malpractice claim brought by Claimant, a resident of Stateville Correctional Center. The complaint alleges that Claimant suffered permanent injuries, as well as temporary pain and suffering, from delay in receiving medical treatment. While it appears on the face of the record that Claimant did not suffer any permanent injuries from the medical attention, or lack of medical attention, that he received, it appears by the preponderance of the evidence that Respondent failed in its duty to provide Claimant with medical care in a reasonable amount of time following an injury. As a result he endured eight days of unnecessary pain and suffering.

On the afternoon of Sunday, November 2, 1986, Claimant was playing football in the yard. He caught the ball and was running. He got tackled and three players fell on his left leg. When he tried to get up he couldn't walk. His left foot had been twisted behind him and the ankle broken in two places. Two of the players carried Claimant to the cellhouse. From there he was carried on a stretcher to the emergency room. His ankle was swollen and discolored.

The doctor told him he had just twisted his ankle, gave him a cane and some aspirins and made him walk back to the cellhouse:

"A. Then they brought a stretcher from the hospital, and carried me to the emergency room, and the doctor started doing that, and it was swollen and

different colors and stuff. And, I told him what happened, and he told me it ain't nothing but twisted, and I told him I thought I heard a snap, and he gave me a cane and some aspirins and made me walk back to the cellhouse."

The doctor told him that there was no X-ray technician on hand.

Claimant's foot continued to swell and give pain, so that on Monday, November 3,1986, at about 9:30 in the morning, Claimant was again taken to the institution hospital. The doctor gave him pain killers, and told him there was nothing he could do because there was no X-ray technician available.

"A. They didn't do nothing, but look at it, pull it up and look at it, you know, and say there ain't nothing he can do until he can determine whether it's broken or not; until we can take the x-rays."

This time Claimant could not walk. So he was given crutches to get back to his cell. There he went to bed and his food was brought to him on trays.

Tuesday, November 4, 1986, he could not walk so he was taken on a wheeled cart to the emergency room.

He was again given pain killers and told that because it was election day there was no X-ray technician available. He was returned to his cell on the wheeled cart. His leg was swollen from his toes to the middle of his shin. You couldn't see his ankle and his toes were swollen to twice their normal size.

The pain killer which he took every two or three hours did not relieve the pain.

Wednesday morning, November 5, 1986, he was taken to the emergency room in a wheel chair. X rays were taken which showed that his ankle was broken in two places. Thus, although the injury occurred on Sunday, there was no X-ray technician on duty until Wednesday. Considering the fact that Stateville maintains a hospital on the grounds, and considering the

size of the inmate population, it does not seem reasonable that for three days there should be no X-ray technician available and no way for an injured inmate to get an X ray.

As a result of the X rays, Claimant was scheduled to go to an outside hospital in Joliet on Thursday, November 6,1986, to have a cast put on the leg.

At about 7 o'clock in the morning on Thursday, November 6, 1986, two officers came to Claimant's cell to get him to go to the hospital. With assistance from the two officers to see that he wouldn't fall, he walked to the gate on crutches. At the gate (which is immediately outside the room where Court of Claims hearings take place) he was told to sit down while he was handcuffed and chained to the crutches. Because of the manner in which he was chained to the crutches he found he could not maneuver himself through the gate. The crutches extended sidewards in such a fashion that he could not balance himself.

"A. As I was going out this gate here, they had handcuffed me to the crutches, and I was trying to walk. I'm telling them I can't walk with handcuffs here like this, because the crutches are too far out. And so, the Captain and Price right here, told me if I can't walk on my own I can't go. I'm trying to explain to him that my leg is broken in two places, I cannot walk handcuffed to this. So, he said, if you can't walk, send him back to the cellhouse. So, they sent me back to the cellhouse. I told the captain it was the best I could do. I explained to him my leg was broken in two places, it's been broken since Sunday. I say, 'I can't walk no faster, it's hard for me to hold these crutches and trying to walk while I am handcuffed.'"

A counselor by the name of Melody Dunlap suggested that Claimant be put in a wheel chair to get him through the gate.

"A. She told Captain Price, 'Why don't you get the man a wheelchair,' and that's when he got mad, and told them to take me back to the cellhouse.

Q. So, a counselor, Melody Dunlap, suggested to Captain Price that he get you a wheelchair?

A. Yes.

Q. And he refused, and sent you back to the cell?

A. Yes.

Q. So then what happened?

A. Go back to the cellhouse, and I tell the Captain in the Cellhouse, and the supervisor what happened, and they said, I don't believe that I said the man stopped me from going on my medical writ, because I wasn't walking fast enough. So, they went up there, and talked to the captain, and talked to one of them staff workers in the hospital, and they told him that orthopedic was coming out here at 1:00 to put the cast on your leg. So, I come back up here at 1:00.

Q. With the crutches again?

A. No, I am in a wheelchair."

In other words, because of the arbitrary and capricious refusal of the officer at the gate to let Claimant go through the gate chained to a wheelchair, even though Claimant had a medical writ, he was returned to his cell and the institution paid the orthopedic surgeon to come from his office in Joliet to examine Claimant at Stateville.

Since the emergency room is located inside the gate no new problem arose. Dr. Duffey got to the emergency room at about 1:45 p.m.

"Q. All right, What happened?

A. Then he looked at my leg, and was looking at the x-rays, and he asked me, why didn't I come this morning, and I told him what happened. He told me, well, there ain't no problem. So, he said I am going to reschedule me, so they are going to reschedule me in the morning now. He rescheduled me for next Tuesday.

Q. This was Thursday afternoon?

A. Yes.

Q. And you were rescheduled for next —

A. Tuesday.

Q. For the following Tuesday, nine days after the incident?

A. Nine days after my leg was broken."

Dr. Duffey put a splint on Claimant's leg. Claimant could not walk and his meals were still being brought to him in the cellhouse. He continued to take Motrins every three or four hours.

On Sunday, November 9, 1986, a week after the injury, Claimant's parents came to visit him.

"A. My folks come out to see me, and wanted to talk to the Warden, and wanted to know why it took so long for me to get a cast put on my leg. And, the Warden told them that he didn't know nothing about this, you know, and I explained to him what happened. So, instead of going Tuesday, Monday they finally took me out."

So on Monday, November 10, 1986, Claimant, handcuffed and chained to a wheel chair, passed through the gate and was taken to Dr. Duffey's office in a station wagon. Five days after the guard refused to let Claimant go through the gate he finally got to Dr. Duffey's office.

Dr. Duffey put a cast on Claimant's leg and gave him more Motrin. Claimant was returned to the institution, and put to bed in the institution hospital where he remained until Wednesday, November 12, 1986.

As a result of the failure of the institution to have available an X-ray technician until three days after Claimant broke his ankle, and as a result of the totally unreasonable refusal of the gate keeper to let Claimant pass through the gate handcuffed and chained to a wheel chair, when he could not handle crutches, Claimant did not get a cast put on his ankle until eight days after he broke it.

Claimant would not have had the cast put on until Tuesday, November 11, 1986, if Claimant and his parents had not managed to bring the matter to the personal attention of the warden. The appointment with the doctor was then changed from Tuesday to Monday.

For a period of six to eight weeks after the cast was put on Claimant did not go to the mess hall because he was on crutches. His food was brought to him. In December Claimant accidentally got the cast wet and it

was removed in the emergency room. The swelling had gone down in the calf and X rays showed that the ankle was healing. Dr. Duffey made a couple of follow-up visits and prescribed therapy and special shoes.

Claimant has some residual complaints—the leg swells periodically and gets numb—but basically he has made a good recovery. He is the cell house painter in his cell house, that is to say he paints the cells on all five galleries. As the only cell house painter in B East he works seven days a week, eight hours a day, and **is** able to climb up and down ladders.

"Q. And then whatever discomfort you feel in your foot, hasn't interfered with your carrying out your duties in working almost eight hours a day?

A. It don't stop me from painting. It don't stop me from painting.

Q. And describe for me the symptoms of discomfort that you have.

A. It gets numb at times, and if you walk too much or start jogging, and swells up, you know. I do it like that, and I hear the popping—the bone pops."

When asked why being the cell house painter kept him occupied seven days a week, he replied

"A. You have 300 some guys in the one building, you know, putting their feet on the wall, putting their hands on the wall, throwing this and that. It's constantly painting, you know."

At the conclusion of Claimant's case the assistant Attorney General moved for a directed verdict on the grounds that Claimant had not made a ***prima facie*** case of medical malpractice. The crux of the case is not permanency, ***i.e.***, the minor symptoms of discomfort Claimant experiences from time to time. The crux of the case is the fact that the institution was incapable of **X**-raying Claimant for three days after he was injured. He was initially misdiagnosed as having sprained his ankle, and thereafter for two days told that nothing could be done for him because there was no X-ray technician

available. When it was ascertained that his ankle was in fact broken and he had a medical writ to leave the institution to see Dr. Duffey, a guard wilfully, in a fit of temper, refused to let him pass through the gate because he was not able to handle his crutches, thereby delaying him from getting a cast put on his leg for another five days. The warden, being informed of the matter, rectified it as best he could by moving up the medical appointment one day. But a week had already gone by when the warden heard about the matter.

Once Dr. Duffey put the cast on Claimant's leg the pain started to subside.

It is therefore ordered, adjudged and decreed that Claimant be awarded the sum of $1,000.00 for the eight days of needless pain and suffering he experienced until the cast was finally put on his leg.

(No. **87-CC-1736—Claim dismissed.)**

GILBERT CULVER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order on motion to dismiss filed August 13,1987.

CHARLES R. DOUGLAS, for Claimant.

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

NEGLIGENCE—***motorcycle accident—statutory limit recovered from other driver—claim dismissed.*** **Where a Claimant was injured when his motorcycle was pushed into a train by a pickup truck the Claimant's action against the State of Illinois was dismissed, since the Claimant had received the statutory limit of $100,000 from the driver of the pickup truck, and the**

recovery of that amount from another party completely sets off any claim that may be had against the State.

SOMMER, J.

This court being presented with the Respondent's motion to dismiss,

Finds that the Claimant was injured when the motorcycle he was riding was pushed into a train by a pickup truck at a crossing on Edwardsville Road in Granite City. Further that the Claimant has received $100,000 from the insurer of the driver whose vehicle pushed the Claimant into the train. Further, that this Court has held on numerous occasions that recovery of the statutory limit of $100,000 or more from another party to an accident completely sets off any claim that may be had against the State. It **is** therefore ordered that this cause is dismissed with prejudice.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, AND FIREMEN COMPENSATION ACT

OPINIONS NOT PUBLISHED IN FULL FY 1988

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.

87-CC-1029	**Lara, Evelyn D.**	$50,000.00
88-CC-0891	**Hill, Uda M.**	**50,000.00**
88-CC-0983	**Kugelman, William L. & Kugelman, Elizabeth A.**	**50,000.00**
88-CC-1168	**Sack, Josephine Ann**	50,000.00
88-CC-1292	**Taylor, Emma; Taylor, Ravi; Jackson, Gretchen; & Thompson, Irene**	50,000.00
88-CC-2373	**Seward, Michaelene**	**50,000.00**

CASES IN WHICH ORDERS OF AWARDS WERE ENTERED WITHOUT OPINIONS FY 1988

82-CC-1563	First National Bank of Effingham, Exr. of Estate of James S. Parker, Kevin S. Parker; Admr. of Estate of Patricia Parker, Dec'd	$1,650.00
82-CC-2164	Cione, Lawrence; Admr. of the Estate of Mary Cione, Dec'd	12,000.00
83-CC-0212	Ragonese, Margaret, d/b/a Johnny R. Trucking	2,500.00
83-CC-0901	Hubert, Ken, Trucking Co.	6,430.24
83-CC-1875	Bruce, John L.	345.00
83-CC-2267	Aetna Casualty & Surety Co. of Illinois	894.50
84-CC-0430	Cantor, Jerome & Yvette	2,500.00
84-CC-0677	Gillan, Debra J.	2,000.00
84-cc-2540	Butcher, Bruce	200.00
84-CC-2541	Finley, Leroy	14,000.00
85-CC-1428	McComb, Amanda L. R.	27,000.00
85-CC-2295	Winston, Donald	**500.00**
85-CC-2380	Dampier, Ellis	1,000.00
86-CC-0725	St. Elizabeth's Hospital of the Hospital Sisters of the Third Order of St. Francis, for Use & Benefit of Hartford Insurance co.	5,037.50
86-CC-1202	Patton, Carol	75.00
86-CC-1875	Terry, James Patrick Thomas; by his father David Terry	10,000.00
86-CC-2106	Randolph County	2,280.80
86-CC-2962	Schropshire, Elise O.; herself & on behalf of Akanne La Juan Cole, Son	20,000.00
87-CC-0174	Matthews, Phillip	1,125.00
87-CC-0489	Handy, Jon D.	332.95
87-CC-1042	D & S Manufacturing Co.	4,000.00
87-CC-1188	Young, Sammie J. & David C.	3,750.00
87-CC-1420	Schwiderski, Jeffrey K.	105,000.00
87-CC-2059	William, Reva	1,200.00
87-CC-2566	Beck, Lori M.	1,189.95
87-CC-2810	Randolph County	1,893.60
87-CC-2854	Checker Limosine Service	392.00
87-CC-3299	DuBois, Michael D.	3,500.00

87-CC-3450	Sutton, Samuel R.	234.23
87-CC-3467	Oltmanns, Rubye R.	3,500.00
87-CC-3594	Millstadt Rendering Co.	570.00
87-CC-4066	Gayda, John	400.00
87-CC-4190	First National Bank of Vandalia	356.00
87-CC-4193	McNaughton, Kathy	218.86
87-CC-4251	Hall, William A.	1,000.00
88-CC-0085	McArdle, Judy	205.00
88-CC-0348	Werner, Anne	1,697.23
88-CC-0382	Stewart, Diane M.	81.48
88-CC-0438	Conlon, R. J.	9,900.00
88-CC-0515	Lewandowski, Elizabeth	50.00
88-CC-0635	Graves Motor Co., Inc.	1,355.00
88-CC-0809	Dye, Donald R.	153.00
88-CC-1499	Illinois Farmers Insurance Co., Subrogee of Henry Saathoff	601.38

CASES IN WHICH ORDERS OF DISMISSAL WERE ENTERED WITHOUT OPINIONS FY 1988

77-CC-1657	Jennings, James C.
77-CC-2462	Webb, Julia; Individually & as Admr. of Estate of Osman Webb
78-CC-0249	Pavilion of Highland Park, Inc.
78-CC-0939	Silkwood, Betty L.
78-CC-0942	Green, Harriet
78-CC-0946	Rasche, Leona
78-CC-0947	Heard, Patsy A.
78-CC-1019	Wagner, Erich R.
78-CC-1368	Whiteside County
78-CC-1466	Caldwell, Deborah
78-CC-1467	Mabon, Jean
78-CC-1468	Harris, Lula M.
78-CC-2156	Groves, S. J., & Sons Co.
79-CC-0012	Smith, Wayne
80-CC-0233	Moehle, Gary W. & Austin, Sharon M.
80-CC-0419	Kinney, Mary Jane
80-CC-0420	Kinney, Mary Jane
80-CC-0759	Larsen, Rachel; Special Admr. for the Estate of Laverne Larsen
80-CC-1053	Whitehead, Ralph; Exr. of the Estate of Kenneth Whitehead, Dec'd
80-CC-1130	Reynolds, Primrose
80-CC-1651	Kanki, Shuji; Kanki, Seiko; & Reitz, Yoshiko
80-CC-1753	Chavez, Escolastico & Mary Ann
81-CC-0055	McDermott, John P.
81-CC-0064	Fair, Archie, Jr.
81-CC-0065	Schwartz, Meyer
81-CC-0074	Losoff, Manuel
81-CC-0110	Fleischer, Helaine T.
81-CC-0116	Little, jimmy E.
81-CC-0130	Johnson, Fred
81-CC-0145	Charleston, Charles J.
81-CC-0146	Larkin, Harold M.
81-CC-0147	Blunier, Ben
81-CC-0148	Christensen, Lloyd

81-CC-0149	Kemp, Thomas
81-CC-0151	Vitek, Elsie Catherine & Frank
81-CC-0152	Wiley, Floyd D.
81-CC-0160	Hobbs, Norman J.
81-CC-0162	O'Keefe, William H.
81-CC-0163	Jaet, Morris L.
81-CC-0169	Martino, Steve
81-CC-0173	Goveia, Alvin L.
81-CC-0175	Whitehouse, Herbert R.
81-CC-0186	Lawrence, George M.
81-CC-0193	Walker, Bonnie
81-CC-0230	Hinchcliff, Brad A.
81-CC-0231	Kountz, Robert A.
81-CC-0247	Bethany, William
81-CC-0251	Faulkner, Suzanne
81-CC-0299	Sullivan, Dolores
81-CC-0316	Mierzwa, Tom F.
81-CC-0320	Stubblefield, H. Albert
81-CC-0330	Robertson, Lloyd C.
81-CC-0386	Elliott, Stanley
81-CC-0417	Ali, Kariem; Sims, Oliver W.; & Byrth, Donald J.
81-CC-0468	Levin, Jack
81-CC-0469	Bunkley, Darryl
81-CC-0470	Wilson, Willie
81-CC-0471	Provenzano, Stanley
81-CC-0472	Jacobson, Bernice
81-CC-0473	O'Keefe, Richard
81-CC-0475	Burrell, Kathleen
81-CC-0477	Klein, Michael
81-CC-0478	Lambes, Kenneth
81-CC-0479	Zordani, Richard
81-CC-0480	McManaman, Raymond
81-CC-0661	Mills, Robert L.
81-CC-0664	Cagala, James A.
81-CC-1218	Katsabanis, Roula
81-CC-1847	Kigh, Clarence A.
81-CC-1848	Carlberg, Eugene Edward
81-CC-1849	Lindgren, Charles
81-CC-1851	Slawin, Betty
81-CC-2258	Muersch, Ted
81-CC-2471	Mississippi Valley Structural Steel Co.
81-CC-2627	Knazze, Lamont

81-CC-2629	Hendricks, James
81-CC-2647	Graf, Donald
81-CC-2762	St. Bernard Hospital
82-CC-0013	Brown, Franklin
82-CC-0213	Johnston, Charles J., Jr.
82-CC-0387	Hunter, Sylvia
82-CC-0579	Rimac, james P.
82-CC-1504	Peterson, Diana K.
82-CC-1610	Ball, James H.
82-CC-1613	Ambassador Nursing Center, Inc.
82-CC-1622	Dixon Village Inn, Inc.
82-CC-1807	Coleman, Melissa; a Minor, by Donna Coleman, her Mother & Next Friend
82-CC-1994	Cook, Robert J.
82-CC-2110	Clary Automotive, Inc.
82-CC-2185	Savage, Mary Annette
82-CC-2280	Graves, Victoria
82-CC-2306	Johnson, Frances; Admr. of the Estate of Allen Stevens, Dec'd
82-CC-2525	Davis, Debra
82-CC-2559	Hughes, Doris
82-CC-2570	Hammond, Wilma K.
82-CC-2797	Fleming, Marilyn
83-cc-0083	Lopez, Lourdes Acevedo; Individually & as Next Friend of Pollyanna Acevedo, a Minor
83-CC-0086	Townzen, Sandra F.
83-cc-0200	Bramfeld, Mark & Georganna
83-CC-0258	Williams, james B., M.D.
83-CC-0323	Oluwole, Jo Ann R.
83-CC-0590	Lecus, Henny E.
83-CC-0671	Krause, Francis & Cynthia
83-CC-0683	Ledman, Floyd
83-CC-0934	Vernon Medical, S.C.; Williams Clinic, Ltd.
83-CC-1046	Allen, Donna
83-CC-1566	Rogers, Gloria
83-CC-1709	Williams, Shelbra
83-CC-1899	Johnson, Bernard J., & Johnson, Bernard J., Jr.
83-CC-1917	Hagener, Kathryn
83-CC-2127	Shah, Sher AI
83-CC-2363	Di Pietro, Cheryl L.
83-CC-2608	Punzio, Gjertsen & Associates, Inc.
83-CC-2617	Zakrzewski. Wanda

83-CC-2648	Lirot, Mary Ann
83-CC-2748	Russell, Dameon; a Minor, by Annie Russell, Mother & Next Friend
84-CC-0114	Riemann, Gilbert
84-CC-0118	Rock Island Franciscan Hospital
84-cc-0120	Buchanan, Lolita; a Minor, by her Mother & Next Friend, Dorothy Hampton
84-CC-0412	Meakisz, Sylvia
84-CC-0592	McGuire, Kevin; for the use of Allstate Insurance Co.
84-CC-0667	Mercy Hospital & Medical Center
84-CC-0699	DeRose, Dianne J.
84-CC-0718	Shaffer, La Ponds
84-CC-0742	Schrage, Wayne R.
84-CC-0747	Weiss Memorial Hospital
84-CC-0782	Serna, William
84-CC-1088	Waskin, Robert
84-CC-1162	Libri, Ann
84-CC-1200	Volz, Deborah A.
84-CC-1334	Fidelity & Deposit Co.
84-CC-1565	Gold, Drory
84-CC-1566	Grevin, Paul L.; Family Christian Enterprises
84-CC-1567	Bafundo, Anthony; a Minor by his Parent, Carol Bafundo
84-CC-1726	Wyatt, Wesley
84-CC-1746	Watson, Patricia A.
84-CC-1785	Ervin, Timothy J.
84-CC-1845	Johnson, Janice
84-CC-1913	Inostroza, Maria Del C.
84-CC-1976	Butler, Julian
84-CC-2051	Silva, Enedina
84-cc-2112	Northwest Community Hospital
84-CC-2144	Carpenter, Patti
84-CC-2166	Mercy Hospital & Medical Center
84-cc-2231	Tucker, Juanita
84-cc-2232	Bingham, Lynda
84-CC-2529	Chicago, City of, Comptroller
84-CC-2737	Aldrich, Jeffrey
84-CC-2916	Lai, Evon Yung-Ying
84-CC-2928	Bergmann, Herman F.
84-CC-3037	Coleman, Rosetta
84-CC-3060	Shutt, Michelle Ann
84-CC-3182	Mercy Hospital & Medical Center
84-CC-3183	Mercy Hospital & Medical Center

84-CC-3471	Stewart, James
84-CC-3549	Retherford, Ralph F.; Admr. of the Estate of Dorothy J. Retherford
85-CC-0046	Vickery, Mary L.
85-CC-0100	Blumenthal, Toby
85-CC-0133	Bertrand, Henry
85-cc-0184	Richardson, Mary Ann; Individually & as Administratrix of Estate of William C. Richardson
85-CC-0243	Gilman, Joseph
85-CC-0372	Bowman, John & Lavan, Marilyn
85-CC-0386	Gaber, Clara
85-CC-0390	St. John's Hospital
85-CC-0409	Collins, Janet K.; Collins, Robert J.; Drury, Sherry L.
85-CC-0420	Oster, Carin A.; as Plenary Guardian of the Estate & Person of Steven P. Oster
85-CC-0440	Bethel, Bridgette A.
85-CC-0511	Gordon, John E., Jr.
85-CC-0798	Ledbetter, Geraldine V.
85-CC-0851	Cohen, Lisa
85-CC-0872	Sawyer, Patricia
85-CC-0915	Gill, Roenia
85-CC-0942	Steward, Antoine
85-CC-1056	Vermilion County
85-CC-1094	Bouillon, Gregory D.
85-CC-1256	Colon, Esteban; a Minor, by Christino Colon, his Father
85-cc-1280	Jimerson, Pinkney E.
85-CC-1397	Lucas, Edward E.
85-CC-1470	Prowant, Dana
85-CC-1536	Muse, William E.
85-CC-1538	Zatz, Shirley R.; Assignee of the Estate of Sidney R. Zatz, Dec'd
85-cc-1665	Murch, Joseph
85-CC-1677	Xerox Corp.
85-CC-1737	White, Horace
85-CC-1752	Bowman Security Agency, Inc.
85-CC-1763	Grossman, Carol
85-CC-1766	Cates, Elizabeth A.
85-CC-1815	Johnston, Albert
85-CC-1819	Robison, Emeline B.
85-CC-1864	Erickson, Paul S.
85-cc-1941	Vinson, Carolyn

85-CC-1959	Huffaker, Janet M.; Administratrix of the Estate of Eugene D. Huffaker
85-CC-2085	State Farm Insurance Co., as subrogee of Neil Kerber
85-CC-2141	Egnot, Edward E., II
85-CC-2156	Kent, Linda Selvy
85-CC-2192	Figueroa, Suzanne & Luis
85-CC-2233	Orchid Pharmacy
85-CC-2234	Grape Pharmacy
85-CC-2235	Burgundy Pharmacy
85-CC-2236	Pulaski Pharmacy
85-CC-2237	Eclair Pharmacy
85-CC-2296	Diana Pharmacy
85-CC-2389	Neuber, Marilyn
85-CC-2426	Jackson Park Hospital
85-CC-2484	Gluth, Dean
85-CC-2582	Gonzalez, Sergio
85-CC-2601	Corder, Richard
85-CC-2638	Wilbanks, Martha
85-CC-2698	Lewis, Jack W.
85-CC-2784	Manley, David
85-CC-2819	Fagan, Gerald; Individually -. as Admr. of the Es a e of Kathleen Fagan, & Julie Fagan, a Minor
85-CC-2941	Studzinski, Marye
85-CC-2965	Cehoda, Jerome, a/k/a Gerald Clark
85-CC-2989	Howard, Bobby
85-CC-2999	John, Albert
85-CC-3042	Smith, Darce W.
85-CC-3068	Covone, Sam C., for use of Allstate Insurance
85-CC-3112	Kazmierczak, Egan
86-CC-0020	Hughes, Eleanor H.
86-CC-0053	Kell, John C.
86-CC-0056	Spivey Marine & Harbor Service
86-CC-0067	Brown, Alice M.
86-CC-0070	Kaskel, Helen
86-CC-0142	Olcher, Ken M.
86-CC-0171	Rebella, Ernest A. & Central Transport, Inc.
86-CC-0207	Kirkpatrick, Thomas B., Jr.
86-CC-0231	Smith, Helen M.
86-CC-0269	Gray, Billy
86-CC-0285	Carstensen, Sharon L.
86-CC-0299	Harris, Lawrence
86-CC-0317	Jones, Johnnie, Jr.

86-CC-0368	Franciscan Medical Center
86-CC-0375	Brink, Deborah
86-CC-0388	Obafemi, Remi; a Minor by her Mother & Next Friend, Kathy Obafemi
86-CC-0390	Xerox Corp.
86-CC-0391	Xerox Corp.
86-CC-0438	Franklin, M. Christine
86-CC-9468	Byrant, O'Neal
86-CC-0484	Norwegian-American Hospital
86-CC-0494	Castriota, Fred
86-CC-05%	Williams, Robert; Individually & as Admr. of the Estate of Scott Williams
86-CC-0526	Stowell, Herbert; Individually & as Admr. of the Estate of Robert Stowell
86-CC-0669	Lloyd, Rufus
86-CC-0676	Crump, Robert A.
86-CC-0738	Baltimore & Ohio Chicago Terminal Railroad Co.
86-CC-0749	Dean, William Michael
86-CC-0803	Farrell, B.J.
86-CC-0804	Bennet, Darrell
86-CC-0819	Dettmen, Richard
86-CC-0858	Wilson, Gayle
86-CC-0877	Randle, Donald
86-CC-0891	Newark Electronics
86-CC-1031	Christie Clinic
86-CC-1032	Christie Clinic
86-CC-1033	Christie Clinic
86-CC-1034	Christie Clinic
86-CC-1035	Christie Clinic
86-CC-1036	Christie Clinic
86-CC-1053	Warlin, Joan L.; Administratrix of the Estate of Robert C. Hucker, Dec'd
86-CC-1082	Darden, Beatrice
86-CC-1203	Ruettiger, Denise
86-CC-1212	Xerox Corp.
86-CC-1215	Xerox Corp.
86-CC-1218	York, Claud D.
86-CC-1223	Rutledge, Elizabeth Holle
86-CC-1369	AT&T Information Systems
86-CC-1377	AT&T Information Systems
86-CC-1420	Tursky, Leon
86-CC-1427	Wons, Robert

86-CC-1546	Alamo Group
86-CC-1632	Miller, Chloe
86-CC-1701	Russell, Sally Hall
86-CC-1777	Payne, Allan
86-CC-1977	Gardner, Iris D.
86-CC-2034	Latif, Arif Sami
86-CC-2060	Martinez, Nestor R.; Individually & as Guardian of Hortense M. Martinez, a Disabled Person
86-CC-2103	Thomson, Brian K.
86-CC-2235	Howe, Donald
86-CC-2428	Franciscan Medical Center
86-CC-2434	Cary, Mary Ann
86-CC-2524	McGhee, David
86-CC-2682	Illinois Masonic Medical Center
86-CC-2823	Jones, Walter Amir
86-CC-2850	Noboa, Esther
86-CC-2921	State Farm Insurance, Subrogee of Joseph Hock
86-CC-3002	Hardimon, Huston, *et al.*
86-CC-3106	Harrison, John
86-CC-3107	Hernandez, Dario R.
86-CC-3166	Steiner Electric
86-CC-3176	Given, Charles M.
86-CC-3178	Hall, Gerald
86-CC-3233	Dillingham, Harry
86-CC-3242	Wall, Terry D.
86-CC-3248	West Suburban Bank; Admr. of the Will of Charles A. Lowery, Jr., Dec'd
86-CC-3332	Public Electric Construction Co.
86-CC-3339	Ewing, Vincent
86-CC-3372	Forest Hospital
86-CC-3383	Xerox Corp.
86-CC-3385	Xerox Corp.
86-CC-3407	Giblin, Mary P.; Individually & as Mother of Rebecca Vega, a Minor, & Lee Allen
86-CC-3422	Pachy, Alice
86-CC-3427	Christian, Marcia L.
86-cc-3449	Smith, Johnny
86-CC-3461	Masson, Charlotte
86-CC-3467	Moore, Jesse
86-CC-3479	Jones, LaCarttle
86-CC-3526	Christ, Lorraine C.; Christ, Mary A.; & State Farm Mutual Insurance Co.

86-CC-3535	Pines, Gary A.
86-CC-3541	Foust, Ronald
87-CC-0047	Singleton, Ronald
87-CC-0090	Michalarias, James & Dorothy
87-CC-0146	Gorman, Mary P.
87-CC-0161	Hansbrough, Claude W., Estate
87-CC-0164	Cook, Robert
87-CC-0177	Juneau, William J.
87-CC-0192	Xerox Corp.
87-CC-0193	Xerox Corp.
87-CC-0237	Beck, Elizabeth
87-CC-0238	Franciscan Medical Center
87-CC-0252	Siler, Gale E.
87-CC-0269	Powell, M.W., Co.
87-CC-0279	Medical Emergency Service Assoc.
87-CC-0290	Honey, Harvey
87-CC-0329	Marlaire, Michael L.
87-CC-0398	Thompson, Haskel & Linda
87-CC-0447	Fink, Robert J., M.D.
87-CC-0464	Monahan, Judith
87-CC-0496	Brunner, Klaus Karl
87-CC-0508	Jackson, Leon
87-CC-0514	Maryville Academy
87-CC-0565	Unigard Security Insurance Co.
87-CC-0572	Steel Structures, Inc.
87-CC-0582	Reynolds, Terri
87-CC-0620	Resurrection Hospital
87-CC-0649	Al-Misry, 'Isa Abd
87-CC-0673	Edward, John, Construction Co.
87-CC-0742	Simonds Construction Co.
87-CC-0743	Simonds Construction Co.
87-CC-0780	Riverside Medical Center
87-CC-0781	Riverside Medical Center
87-CC-0782	Riverside Medical Center
87-CC-0783	Riverside Medical Center
87-CC-0784	Riverside Medical Center
87-CC-0786	Edwards, Ellora; for the use of Peoria Co.
87-CC-0814	Riverside Radiologists
87-CC-0820	Napleton, Francis E.
87-CC-0823	Henson Robinson Co.
87-CC-0888	Riverside Medical Center
87-CC-0889	Riverside Medical Center

87-CC-0890	Riverside Medical Center
87-CC-0891	Riverside Medical Center
87-CC-0892	Riverside Medical Center
87-CC-0898	Medcoa Pharmacy, Inc.
87-CC-0903	Riverside Medical Center
87-CC-0904	Riverside Medical Center
87-CC-0905	Riverside Medical Center
87-CC-0906	Riverside Medical Center
87-CC-0907	Riverside Medical Center
87-CC-0911	Central Illinois Agency on Aging
87-CC-0924	Riech, Frank E.
87-CC-0928	McGuire Reporting Service
87-CC-0992	Riverside Medical Center
87-CC-1013	Ver Steegh, Jack
87-CC-1014	Ver Steegh, Jack
87-CC-1015	Ver Steegh, Jack
87-CC-1017	Rexon Construction Co.
87-CC-1138	American Red Cross
87-CC-1226	Edward, John, Construction Co.
87-CC-1233	Travis, Shirley Ann
87-CC-1254	Riverside Medical Center
87-CC-1299	Community Care Systems, Inc.
87-CC-1303	Community Care Systems, Inc.
87-CC-1306	Community Care Systems, Inc.
87-CC-1307	Community Care Systems, Inc.
87-CC-1329	Riverside Medical Center
87-CC-1330	Riverside Medical Center
87-CC-1351	Riverside Medical Center
87-CC-1364	Universal Home Health, d/b/a Quality Care
87-CC-1399	Elk Grove Rural Fire Protection Dist.
87-CC-1400	Elk Grove Rural Fire Protection Dist.
87-CC-1433	Illinois Bell Telephone Co.
87-CC-1455	Kellner, M.J., Co.
87-CC-1586	Omnifax
87-CC-1634	Tully, William D.
87-CC-1683	Diedrich Drilling Equipment
87-CC-1711	American States Insurance Co.
87-CC-1714	Strickland, Ida
87-CC-1725	Loyola Medical Practice Plan
87-CC-1726	Loyola Medical Practice Plan
87-CC-1862	Xerox Corp.
87-CC-1922	Kellner, M.J., Co.

87-CC-1923	Kellner, M.J., Co.
87-CC-1925	Kellner, M.J., Co.
87-CC-1927	Kellner, M.J., Co.
87-CC-1930	Kellner, M.J., Co.
87-CC-1936	Kellner, M.J., Co.
87-CC-1940	Kellner, M.J., Co.
87-CC-1960	Roosevelt University for Pamele A. Moore
87-CC-1968	Medical Practice Plan
87-CC-1969	Medical Practice Plan
87-CC-1970	Medical Practice Plan
87-CC-1971	Medical Practice Plan
87-CC-1972	Medical Practice Plan
87-CC-1974	Medical Practice Plan
87-CC-1997	Wang Laboratories
87-CC-2025	Catholic Social Service of Peoria
87-CC-2034	Hoggs, Stanton W.
87-CC-2183	Help at Home, Inc.
87-CC-2184	Help at Home, Inc.
87-CC-2196	Help at Home, Inc.
87-CC-2215	Help at Home, Inc.
87-CC-2266	Help at Home, Inc.
87-CC-2291	Help at Home, Inc.
87-CC-2295	Help at Home, Inc.
87-CC-2305	Help at Home, Inc.
87-CC-2308	Help at Home, Inc.
87-CC-2327	Help at Home, Inc.
87-CC-2328	Help at Home, Inc.
87-CC-2329	Help at Home, Inc.
87-CC-2331	Help at Home, Inc.
87-CC-2332	Help at Home, Inc.
87-CC-2353	Help at Home, Inc.
87-CC-2357	Help at Home, Inc.
87-CC-2363	Help at Home, Inc.
87-CC-2381	Help at Home, Inc.
87-CC-2382	Help at Home, Inc.
87-CC-2392	Help at Home, Jnc.
87-CC-2397	Help at Home, Inc.
87-CC-2400	Help at Home, Inc.
87-CC-2401	Help at Home, Inc.
87-CC-2422	Help at Home, Inc.
87-CC-2435	Help at Home, Inc.
87-CC-2436	Help at Home, Inc.

87-CC-2456	Cates, Charlotte T.
87-CC-2458	Medical Arts Clinic of Dixon
87-CC-2508	Wang Laboratories
87-CC-2533	Littleton, Village of, Treasurer
87-CC-2534	Littleton, Village of, Treasurer
87-CC-2535	Littleton, Village of, Treasurer
87-CC-2536	Littleton, Village of, Treasurer
87-CC-2537	Littleton, Village of, Treasurer
87-CC-2538	Littleton, Village of, Treasurer
87-CC-2539	Littleton, Village of, Treasurer
87-CC-2540	Littleton, Village of, Treasurer
87-CC-2541	Littleton, Village of, Treasurer
87-CC-2542	Littleton, Village of, Treasurer
87-CC-2543	Littleton, Village of, Treasurer
87-CC-2544	Littleton, Village of, Treasurer
87-CC-2545	Littleton, Village of, Treasurer
87-CC-2595	Ingram, Laverne E.
87-CC-2653	Help at Home, Inc.
87-CC-2657	Help at Home, Inc.
87-CC-2659	Help at Home, Inc.
87-CC-2664	Help at Home, Inc.
87-CC-2667	Help at Home, Inc.
87-CC-2671	Help at Home, Inc.
87-CC-2686	Help at Home, Inc.
87-CC-2818	Mazon, Vivian
87-CC-2821	Burke, Christina & Swets, Warren
87-CC-2863	Marshall Clinic, S.C.
87-CC-2878	St. Anthony Hospital
87-CC-2881	Reeves, James W.
87-CC-2894	Loretto Hospital
87-CC-2901	Montgomery County Health Dept.
87-CC-2910	Fink, Michael
87-CC-2958	Puritan Insurance Co.
87-CC-2982	Brauer, John D.
87-CC-2989	Bowermaster, Jeanne L.
87-CC-3009	Purdum Electric
87-CC-3025	Xerox Corp.
87-CC-3035	La Rabida Childrens Hospital
87-CC-3057	Kaltenbach, Patricia A.
87-CC-3068	Reimer, Eleanor J.
87-CC-3110	AT&T
87-CC-3181	Redmond, Wesley

87-CC-3185	Melmuka, Dennis E.
87-CC-3265	Illini Supply, Inc.
87-CC-3266	Illini Supply, Inc.
87-CC-3268	Illini Supply, Inc.
87-CC-3293	Roma, Richard M.
87-CC-3298	Preston, J. A., Corp.
87-CC-3351	Vizdal, Roger B.
87-CC-3360	Kellner, M. J., Co.
87-CC-3372	Herington, John
87-CC-3391	Fowler, Peter
87-CC-3410	Curtis, Tony
87-CC-3420	Chicago Lighthouse for the Blind
87-CC-3425	Lorenz, Troy J.
87-CC-3464	Toledo Hospital
87-CC-3483	Xerox Corp.
87-CC-3498	Witt, Audrey
87-CC-3502	Waskin, David
87-CC-3509	White, Lawrence
87-CC-3524	Atcha, Ishmael, M.D.
87-CC-3554	Smith, Ralph E.
87-CC-3561	Lewis, Bennie
87-CC-3563	Longoria, Jorge
87-CC-3565	Humphrey, Zelma A.
87-CC-3566	Foster, Carlos
87-CC-3573	Loyola University Medical Center
87-CC-3592	Illini Welding Supplies, Inc.
87-CC-3600	AAMED Medical
87-CC-3614	Rhoads, Janet
87-CC-3615	Peoples Gas Co.
87-CC-3624	Shinall, Rita J.
87-CC-3625	Ushmann Communications
87-CC-3752	Cundiff, Robert Lee
87-CC-3815	Glass Specialty Co., Inc.
87-CC-3816	Glass Specialty Co., Inc.
87-CC-3817	Glass Specialty Co., Inc.
87-CC-3818	Glass Specialty Co., Inc.
87-CC-3819	Glass Specialty Co., Inc.
87-CC-3892	Simpson, Robert
87-CC-3914	Webb, Shirley Michal
87-CC-3977	Middleton, Violet
87-CC-4129	Loretto Hospital
87-CC-4151	Kiley, Ruth C.; by her Guardian, Val C. Simhauser

87-CC-4152 Kiley, Ruth C.; by her Guardian, Val C. Simhauser
87-CC-4153 Gronewold, Mylon; Individually & as Admr. of the Estate of Geneva M. Gronewold, Deceased
87-CC-4157 Zeithammel, Rudolph
87-CC-4178 Lamba, Sandeep
87-CC-4181 Action Office Supply
87-CC-4189 Larson, Harvey E.
87-CC-4194 Cybertel
87-CC-4207 Canizzo, Joseph
87-CC-4208 Riverside Medical Center
87-CC-4228 Livermore, Alma C.
87-CC-4230 Winter, Christopher J.
87-CC-4246 Springfield Mechanical Corp.
87-CC-4249 Brown, Allen
87-CC-4263 Alexander, Eugene
87-CC-4275 Smith, Johnny
88-CC-0009 Lincoln, Abraham, Memorial Hospital
88-CC-0020 Jordan, Robbie L.
88-CC-0032 Bono, Steven
88-CC-0080 Ely, Clifton C.
88-CC-0084 Western Lauren Beach
88-CC-0086 Holley, Keith & Huntley
88-CC-0162 Landgrebe Motor Transport
88-CC-0164 Gaffney, Edward B., Jr.
88-CC-0173 St. Joseph Medical Center
88-CC-0220 Kumar, Kumud V., M.D.
88-CC-0224 Nord, Lawrence A., M.D.
88-CC-0258 Charleston, Joseph
88-CC-0266 Campos, Mark
88-CC-0286 Hardy, David
88-CC-0287 Castillo, Juan M.
88-CC-0291 Dreyer Medical Clinic
88-CC-0303 Nissen, James A.
88-CC-0319 Wal-Mart 224
88-CC-0326 Larkin Home for Children
88-CC-0336 Sullivan Reporting Co.
88-CC-0368 Iverson, Keith L.
88-cc-0380 McGee, Ricky
88-CC-0386 Weaver, Lon D.
88-cc-0421 Humphrey, Kevin
88-CC-0443 Reese, Michael, Hospital & Medical Center
88-CC-0450 Barnes, Joseph B.

88-CC-0464	Haywood, Jewel
88-CC-0472	Hinsley, Charles & Donald Jeffers
88-CC-0501	Fauth, Marleen
88-CC-0516	Bismarck Hotel
88-CC-0521	Bismarck Hotel
88-CC-0538	Sullivan, Melvin H.
88-CC-0545	North, John Robert
88-CC-0552	Williams, Paul A. & Mary J.
88-CC-0570	Wallace Sanitation
88-CC-0576	Zoll, Julia
88-CC-0623	St. Francis Medical Center
88-CC-0640	Hart, Ross Bernard
88-CC-0645	Sansonetti, Rita Ann; Individual & as Executrix of the Estate of Walter Frederick Kramer, Deceased
88-CC-0663	Houtsma, Jennie
88-CC-0702	Mathison, Mary A.
88-CC-0709	Help at Home, Inc.
88-CC-0745	Staub, Shelia A.
88-CC-0771	Kimble, Gregory
88-CC-0775	Nguyen, Tram
88-CC-0790	Loyola Medical Practice Plan
88-CC-0817	Preferred Siding, Inc.
88-CC-0857	Northeastern Illinois University
88-CC-0858	Northeastern Illinois University
88-CC-0904	Belbis, Alejandrino A.
88-cc-0919	Johnson, Marvin
88-CC-0931	Illini Supply, Inc.
88-CC-0932	Foundation for Promotion of Dance
88-CC-1007	Ford New Holland, Inc.
88-cc-1008	Ford New Holland, Inc.
88-CC-1010	Ford New Holland, Inc.
88-cc-1011	Ford New Holland, Inc.
88-cc-1012	Ford New Holland, Inc.
88-CC-1060	Daybridge Learning Center
88-cc-1085	McGhee, Ellsworth
88-CC-1086	Sarin, Frank
88-CC-1094	Holiday Inn
88-CC-1141	Schlueter, Martin A.
88-CC-1167	Nepco, Inc.
88-CC-1241	Robinson, Jeffrey
88-CC-1279	Silver Cross Hospital
88-CC-1304	Turner, Timothy

88-CC-1352	Illinois Institute of Technology
88-CC-1394	Prater, Dan K.
88-CC-1435	ANR Freight System
88-CC-1455	A-1 Lock, Inc.
88-CC-1457	A-1 Lock, Inc.
88-CC-1474	Illini Supply, Inc.
88-CC-1482	Case Power & Equipment
88-CC-1518	Smith, Kenneth
88-CC-1526	RD Management Corp.
88-CC-1559	Kadish, Marc R.
88-CC-1582	Action Office Supply
88-CC-1583	Action Office Supply
88-CC-1584	Action Office Supply
88-CC-1787	St. James Hospital Medical Center
88-CC-1808	Jasica, Katherine A.
88-CC-1852	Karoll's, Inc.
88-CC-1862	Help at Home, Inc.
88-CC-1893	Hannah-Johnson, Lyn
88-CC-1916	Sun Refining & Marketing Co.
88-CC-1952	LaSalle County Sheriff
88-CC-1982	Whiteside County
88-CC-1986	Mindrup, Bruce
88-CC-2019	Order from Horder
88-CC-2027	Stephenson County Sheriff
88-CC-2039	Daemicke, Kenneth G.
88-CC-2041	Rock Island County Sheriff
88-CC-2042	Winnebago County Sheriff
88-CC-2058	Tapsco, Inc.
88-CC-2067	Lake County Sheriff
88-CC-2104	Hromeks, Diane, Court Reporters, Inc.
88-CC-2139	Moon, Ruth J.
88-CC-2140	Coleman, Larry
88-CC-2160	Fehr, Elwin
88-CC-2210	Cook Co. Dept. of Corrections
88-CC-2211	Cook Co. Dept. of Corrections
88-cc-2212	Cook Co. Dept. of Corrections
88-CC-2248	Chaddock
88-CC-2251	Chaddock
88-CC-2277	Galesburg Clinic
88-CC-2472	Collinsville Hilton
88-CC-2474	Collinsville Hilton
88-CC-2481	Collinsville Hilton

88cc2485	Lincoln College
88-cc-2597	Castelluccio, Anthony
88-CC-3036	IBM
88-CC-3139	Sem, Cindy
88-CC-3184	Perkins, Rufus
88-CC-3185	McLaughlin, Josephine A.
88-CC-3187	Hadfield, Paul J.
88-CC-3391	Walsh, Alice
88-CC-3403	Penwell, Mark A.
88-CC-3427	Kelly Services, Inc.
88-CC-3512	English, Hazel
88-CC-3520	Costello, Irene M.
88-cc-3535	Beeman, William M.
88-cc-3610	Raoof, Mohammed Abdul

CASES IN WHICH ORDERS AND OPINIONS OF DENIAL WERE ENTERED WITHOUT OPINIONS

FY 1988

78-CC-1687	Juskus, Victor F.; Administrator of the Estate of Richard Juskus, Deceased
82-CC-2738	Reeves, Dwight
85-CC-0928	Key, Kenneth M.
85-CC-2737	Ward, Stephen
86-CC-1432	Kellner, M. J., Co.
86-CC-2778	Hazel, Timothy
86-CC-2904	Brown, George Brady
86-CC-3200	Visnevac, Raymond
86-CC-3573	Madison County
87-CC-1626	Carle Clinic Associations
87-CC-1627	Carle Clinic Associations
87-CC-1628	Carle Clinic Associations
87-CC-1629	Carle Clinic Associations
87-CC-1630	Carle Clinic Associations
87-CC-1631	Carle Clinic Associations
87-CC-1728	Carle Clinic Associations
87-CC-2487	Carle Clinic Associations
87-CC-3177	Ramada Renaissance

CONTRACTS—LAPSED APPROPRIATIONS

FY 1988

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

83-CC-0860	Methodist Youth Services, Inc.	$ 1,690.92
84-CC-1374	State Employees' Retirement	321.75
85-cc-0009	Savin Corp.	3,484.04
85-CC-1057	Vermilion County	1,014.87
85-cc-2190	Catholic Social Services	142.02
85-cc-2225	French Rogers Kezelis & Kominarek	14,500.00
86-CC-0352	Children's Home and Aid Society	10,651.48
86-CC-0614	MI-TE Record Service	33.00
86-CC-1197	Solowicz, Clark	13.68
86-CC-1635	Central Baptist Children's Home	8,011.69
86-CC-2108	Community College Dist. 508	217.00
86-CC-2109	YMCA of Metropolitan Chicago	1,015.20
86-CC-2206	Xerox Corp	166.72
86-CC-2220	Rockfordland Youth for Christ	1,047.84
86-CC-2438	Lutheran Social Services of Illinois	142.08
86-CC-2441	Lutheran Social Services of Illinois	3,566.64
86-cc-2447	Lutheran Social Services of Illinois	5,659.56
86-CC-2571	Wang Labs	4,250.00
86-CC-2903	UpJohn Healthcare Services	498.60
86-CC-3119	Lewensky, Thomas J.	100.00
86-CC-3149	Xerox Corp.	974.78
86-CC-3152	Xerox Corp.	375.92
86-CC-3216	Central Office Equipment	20,705.00
86-CC-3217	Central Office Equipment	3,559.38
86-CC-3219	Central Office Equipment	1,482.57
86-CC-3220	Central Office Equipment	20.32
86-CC-3235	Randolph Tower Building	3,149.08
86-CC-3360	Illinois State Toll Highway Authority	11.00
86-CC-3409	Bethany Hospital	1,922.55
86-CC-0165	Levi, Roberto E., M.D.	39.00
87-CC-0201	Easter Seal Society of Metro Chicago	345.00
87-CC-0202	Easter Seal Society of Metro Chicago	390.00
87-CC-0259	Illinois Correctional Industries	175.00

87-CC-0285	Skiba, Thomas J., D.D.S.	293.00
87-CC-0367	Christie Clinic	57.50
87-CC-0516	Lambropoulos, Nick	75.00
87-CC-0651	Faigen, Sheiwood A.	1,440.00
87-CC-0660	Lesly Motors, Inc.	176.20
87-CC-0661	Holiday Inn LaSalle	33.00
87-CC-0674	Illinois Bell Telephone Co.	625.30
87-CC-0796	St. Therese Medical Center	353.86
87-CC-0798	Datagraphix	1,075.46
87-CC-0807	Coit Drapery Cleaners	740.00
87-CC-0838	Carey's Furniture Co., Inc.	11,380.00
87-CC-0871	Computer Services	1,520.00
87-CC-0893	D'Escoto, Inc.	7,009.00
87-CC-0894	St. Joseph Hospital	34.13
87-CC-0925	McGuire Reporting Service	354.00
87-CC-0946	McGuire Reporting Service	407.00
87-CC-0951	Klainz, Betty	30.00
87-CC-0964	Necheles, Fabian	63.40
87-CC-0970	Main Street Motel	17.10
87-CC-0971	Sullivan Reporting Co.	146.25
87-CC-0978	Edward, John, Construction Co.	21,195.10
87-CC-0980	Johnson, Marjorie	63.99
87-CC-0984	City International Trucks, Inc.	213.00
87-CC-0990	Monroe Systems for Business, Inc.	1,071.77
87-CC-0999	Washington County Vocational Workshop	365.18
87-CC-1007	IBM	1,712.00
87-CC-1010	St. Francis Hospital School of Nursing	3,050.00
87-CC-1050	Estrem, Jon J.	268.50
87-CC-1082	Bhattacharyya, Bani	126.00
87-CC-1105	Wang Labs	10,305.46
87-CC-1129	IBM	220.69
87-CC-1135	Gumiran, Richard P.	17.95
87-CC-1159	Guerra, Frank A. s/a	87.33
87-CC-1168	American Bar Association	325.00
87-CC-1183	Consultants in Neurology, Ltd.	350.00
87-CC-1184	Consultants in Neurology, Ltd.	200.00
87-CC-1194	GTE Telecom Marketing Corp.	56.00
87-CC-1196	Gast International, Inc.	253.73
87-CC-1199	Clark Food Service, Inc.	2,194.58
87-CC-1200	Bar Weld Fabrication & Maintenance	2,790.00
87-CC-1204	Economy Fire & Safety Products Co., Inc.	301.80
87-CC-1205	Arlington Industries	5,957.50

87-CC-1206	Springfield Pepsi Cola	215.50
87-CC-1219	Able Overhead Door Co.	503.50
87-CC-1236	GCS Service	252.31
87-CC-1240	Specialized Medical Imaging	50.00
87-CC-1243	Downers Grove Orthopedics ,	4,625.00
87-CC-1257	Thonet Industries, Inc.	1,723.64
87-CC-1261	Universal Home Health d/b/a Quality Care	2,575.14
87-CC-1300	Community Care Systems, Inc.	56.00
87-CC-1301	Community Care Systems, lnc.	493.72
87-CC-1302	Community Care Systems, Inc.	157.00
87-CC-1304	Community Care Systems, Inc.	1,196.82
87-CC-1308	Community Care Systems, Inc.	1,498.38
87-CC-1309	Community Care Systems, Inc.	17.10
87-CC-1313	Community Care Systems, Inc.	40.00
87-CC-1316	Community Care Systems, Inc.	359.00
87-CC-1317	McCorkle Court Reporters, Inc.	91.25
87-CC-1324	Britton, Joyce S.	637.00
87-CC-1325	Englewood, The Hospital of	66.00
87-CC-1366	Universal Home Health d/b/a Quality Care	488.40
87-CC-1368	Northtown Ford, Inc.	102.08
87-CC-1377	Hyde Park Hilton	1,127.44
87-CC-1379	Northwestern Memorial Hospital	15,776.37
87-CC-1383	Tirapelli, Ron, Ford, Inc.	123.88
87-CC-1384	Goebel, James B.	75.00
87-CC-1388	McCorkle Court Reporters, Inc.	180.00
87-CC-1393	McCorkle Court Reporters, Inc.	300.00
87-CC-1412	Universal Home Health d/b/a Quality Care	441.00
87-CC-1415	Mental Health Authority for West Central Illinois	4,956.00
87-CC-1416	Glass Specialty Co., Inc.	178.02
87-CC-1417	Glass Specialty Co., Inc.	168.03
87-CC-1422	Antioch Travel	302.00
87-CC-1424	Purepac/Rondex Div. of Kalipharma, Inc.	127.20
87-CC-1431	Illinois Bell Telephone Co.	209.29
87-CC-1432	Illinois Bell Telephone Co.	318.31
87-CC-1436	Sun-Aid Products	417.50
87-CC-1440	Austin Radiology Assoc.	81.19
87-CC-1482	Alpha Christian Registry, Inc.	1,334.50
87-CC-1488	Dellwood Tire & Auto Supply	85.00
87-CC-1500	Dolezal, Rudolph F., M.D.	711.00
87-CC-1516	Dupont, Judy	117.60
87-CC-1518	Samuelson, Keith E.	406.05

87-CC-1519	Samuelson, Keith E.	210.00
87-CC-1522	Peoples Gas Co.	2,077.59
87-CC-1525	Peoples Gas Co.	124.88
87-CC-1527	Dahms, Robert E., M.D.	150.00
87-CC-1529	Joe's Quality Glass, Inc.	204.61
87-CC-1533	Visiting Nurse Assn./CCU	390.00
87-CC-1535	McCorkle Court Reporters, Inc.	117.60
87-CC-1545	McCorkle Court Reporters, Inc.	48.50
87-CC-1549	Mid-West Stationers, Inc.	2,960.16
87-CC-1554	Holiday Inn O'Hare	316.35
87-CC-1581	Mental Health Centers of Central Illinois	7,743.00
87-CC-1582	Metropolitan Sanitary District of Greater Chicago	4,030.23
87-CC-1583	Metropolitan Sanitary District of Greater Chicago	4,030.23
87-CC-1601	General Telephone Co. of Illinois	2,077.18
87-CC-1616	Community College Dist. 508, Board of Trustees of	227.00
87-CC-1624	Kennedy, John F., Medical Center	2,276.85
87-CC-1625	Northwest Glass & Trim Service, Inc.	435.00
87-CC-1633	Gestetner Corp.	52.14
87-CC-1637	Schock's Towing Service	264.80
87-CC-1638	Schock's Towing Service	2.32.06
87-CC-1639	Schock's Towing Service	205.00
87-CC-1640	Schock's Towing Service	172.00
87-CC-1641	Schock's Towing Service	50.00
87-CC-1659	Garden City Disposal Co.	1,261.98
87-CC-1665	AT&T	29,572.88
87-CC-1666	AT&T	265.00
87-CC-1667	Phillips 66 Co.	10.06
87-CC-1671	Newman, William, M.D.	170.00
87-CC-1672	Harper, William Rainey, College	929.40
87-CC-1678	YMCA of Metropolitan Chicago	99,632.00
87-CC-1682	Taggart, Lillian	43.07
87-CC-1686	Barr, Lewis, M.D.	805.00
87-CC-1692	Sethi, Pradip, M.D.	90.00
87-CC-1693	Community College Dist. 508	204.00
87-CC-1694	Community College Dist. 508	158.00
87-CC-1698	Southwest Spring, Inc.	55.20
87-CC-1705	TEK Ambulance Service	61.00
87-CC-1713	Dreyer Medical Clinic	384.30
87-CC-1732	AT&T	123.60

87-CC-1735	Lewis International, Inc.	98.05
87-CC-1738	Harris, Irving B.	150.00
87-CC-1739	Hickam, Jerry	150.00
87-CC-1740	Wolfe, John J.	150.00
87-CC-1741	Connor, Audley, Dr.	150.00
87-CC-1742	Clementi, Alfred J., Dr.	150.00
87-CC-1744	McDonald's Restaurant	50.00
87-CC-1747	Pollard Motor Co.	1,105.67
87-CC-1760	Buckeridge Door Co.	124.00
87-CC-1768	Globe Glass & Mirror Co.	196.56
87-CC-1770	Globe Glass & Mirror Co.	155.50
87-CC-1771	Globe Glass & Mirror Co.	124.12
87-CC-1773	Globe Glass & Mirror Co.	54.07
87-CC-1778	Associated Radiologists of Joliet	60.00
87-CC-1783	Americana Congress Hotel	352.32
87-CC-1793	Metrosign, Inc.	2,664.80
87-CC-1803	World Enterprises	288.20
87-CC-1805	Metro Service Co., Inc.	4,945.00
87-CC-1810	Clarklift of Chicago South, Inc.	1,564.60
87-CC-1812	U. S. Standard Sign Co., Inc.	35,528.00
87-CC-1813	Kellner, M. J., Co.	150.00
87-CC-1814	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1815	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1816	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1817	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1818	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1819	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1820	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1821	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1822	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1823	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)

87-CC-1824	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1825	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1826	McKinley, Ada S., Community Services	2,642.40
87-CC-1827	McKinley, Ada S., Community Services	1,118.60
87-CC-1835	Joseph Lumber Co.	243.00
87-CC-1837	O'Herron, Ray, Co., Inc.	462.40
87-CC-1841	Xerox Corp.	677.44
87-CC-1842	Xerox Corp.	663.54
87-CC-1843	Xerox Corp.	340.23
87-CC-1844	Xerox Corp.	113.02
87-CC-1855	Xerox Corp.	736.21
87-CC-1856	Xerox Corp.	1,180.30
87-CC-1861	Xerox Corp.	185.00
87-CC-1866	Xerox Corp.	318.75
87-CC-1868	Xerox Corp.	296.31
87-CC-1873	Xerox Corp.	200.00
87-CC-1874	Xerox Corp.	173.50
87-CC-1878	Xerox Corp.	150.87
87-CC-1890	Lolly Pop Nursery School	472.50
87-CC-1900	Beasley, Florence	56.30
87-CC-1903	Northern Cook County Private	540.04
87-CC-1907	Strickland, David L.	38.00
87-CC-1909	Standard Stationery Supply Co.	1,018.20
87-CC-1916	Columbia Sussex Corp.	307.95
87-CC-1919	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1920	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1921	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1926	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1929	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1931	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1932	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1934	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)

87-CC-1937	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1938	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1939	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1942	Kellner, M. J., Co.	(Paid under claim 87-CC-1813)
87-CC-1947	Federal Typewriter Co.	316.88
87-CC-1956	Globe Glass & Mirror Co.	168.24
87-CC-1958	Globe Glass & Mirror Co.	95.00
87-CC-1962	Leininger Mid States Paving	2,205.00
87-CC-1964	Medical Practice Plan	346.00
87-CC-1965	Medical Practice Plan	472.00
87-CC-1966	Medical Practice Plan	211.00
87-CC-1973	Medical Practice Plan	11.50
87-CC-1975	Medical Practice Plan	8.2.5
87-CC-1984	Wang Laboratories	704.35
87-CC-1994	Wang Laboratories	361.80
87-CC-1995	Wang Laboratories	723.60
87-CC-1998	Wang Laboratories	360.00
87-CC-1999	Wang Laboratories	360.00
87-CC-2000	Wang Laboratories	360.00
87-CC-2001	Wang Laboratories	600.00
87-CC-2004	Lydia Home Assn.	412.50
87-CC-2007	Loyola Medical Practice Plan	3,189.63
87-CC-2010	Misericordia Home North	146.80
87-CC-2013	West Publishing	174.50
87-CC-2024	Midwest Furniture Outlet	355.00
87-CC-2030	Kerr-McGee Chemical Corp.	40,324.38
87-CC-2031	Fraher Ford	193.20
87-CC-2035	Holiday Inn Chicago South/Harvey	2,344.98
87-CC-2036	Holiday Inn Chicago South/Harvey	2,066.03
87-CC-2047	Illinois Bell Telephone Co.	206.95
87-CC-2060	Jenkins, Patricia G.	107.82
87-CC-2061	Medical Practice Plan	238.50
87-CC-2062	Medical Practice Plan	58.50
87-CC-2063	Medical Practice Plan	64.50
87-CC-2064	Medical Practice Plan	56.70
87-CC-2065	Barlow, Ida	570.44
87-CC-2068	Mobile Office, Inc.	3,250.00
87-CC-2070	Xerox Corp.	375.00

87-CC-2072	Econo-Car of Chicago	61.70
87-CC-2074	Bell & Gustus, Inc.	140.20
87-CC-2081	Illinois Lawn Equipment, Inc.	29.30
87-CC-2082	R D Management Corp.	3,740.48
87-CC-2083	Protection & Advocacy, Inc.	7,425.59
87-CC-2084	Little City Foundation	1,832.40
87-CC-2085	Lebo Radiator	349.20
87-CC-2090	Swenson Spreader Co.	494.38
87-CC-2097	Ramada Renaissance	545.50
87-CC-2100	Consultants in Neurology, Ltd.	145.00
87-CC-2106	Econo-Car of Chicago	66.60
87-CC-2114	Ace Radiator Service	275.00
87-CC-2120	Community Care Systems, Inc.	8.00
87-CC-2128	Management Planning Institute	317.50
87-CC-2129	George's Phillips "66" Service	120.53
87-CC-2133	Modern Business Systems	525.00
87-CC-2135	Wunderlich Doors	878.50
87-CC-2136	Community College Dist. 508, Board of Trustees of	158.00
87-CC-2138	Skillrud, David M., M.D.	84.00
87-CC-2140	Carle Clinic Association	880.80
87-CC-2148	Ambulance Service Corp.	332.80
87-CC-2162	Help at Home, Inc.	526.50
87-CC-2163	Help at Home, Inc.	421.20
87-CC-2164	Help at Home, Inc.	308.65
87-CC-2165	Help at Home, Inc.	286.65
87-CC-2166	Help at Home, Inc.	280.80
87-CC-2167	Help at Home, Inc.	280.80
87-CC-2168	Help at Home, Inc.	305.10
87-CC-2169	Help at Home, Inc.	321.75
87-CC-2170	Help at Home, Inc.	304.20
87-CC-2171	Help at Home, Inc.	304.20
87-CC-2172	Help at Home, Inc.	304.20
87-CC-2173	Help at Home, Inc.	117.00
87-CC-2174	Help at Home, Inc.	97.20
87-CC-2175	Help at Home, Inc.	117.00
87-CC-2176	Help at Home, Inc.	535.27
87-CC-2177	Help at Home, Inc.	140.40
87-CC-2178	Help at Home, Inc.	491.40
87-CC-2179	Help at Home, Inc.	117.00
87-CC-2180	Help at Home, Inc.	368.55
87-CC-2181	Help at Home, Inc.	421.20

87-CC-2185	Help at Home, Inc.	35.10
87-CC-2187	Help at Home, Inc.	473.85
87-CC-2188	Help at Home, Inc.	473.85
87-CC-2189	Help at Home, Inc.	210.60
87-CC-2191	Help at Home, Inc.	128.70
87-CC-2192	Help at Home, Inc.	520.65
87-CC-2193	Help at Home, Inc.	839.47
87-CC-2201	Help at Home, Inc.	175.50
87-CC-2202	Help at Home, Inc.	535.27
87-CC-2205	Help at Home, Inc.	327.00
87-CC-2206	Help at Home, Inc.	343.55
87-CC-2207	Help at Home, Inc.	315.90
87-CC-2209	Help at Home, Inc.	210.60
87-CC-2210	Help at Home, Inc.	304.20
87-CC-2211	Help at Home, Inc.	280.80
87-CC-2212	Help at Home, Inc.	75.00
87-CC-2214	Help at Home, Inc.	339.30
87-CC-2216	Help at Home, Inc.	491.40
87-CC-2217	Help at Home, Inc.	368.55
87-CC-2218	Help at Home, Inc.	140.40
87-CC-2219	Help at Home, Inc.	491.40
87-CC-2220	Help at Home, Inc.	304.20
87-CC-2223	Help at Home, Inc.	491.40
87-CC-2224	Help at Home, Inc.	117.00
87-CC-2227	Help at Home, Inc.	304.20
87-CC-2228	Help at Home, Inc.	190.60
87-CC-2229	Help at Home, Inc.	304.20
87-CC-2230	Help at Home, Inc.	117.00
87-CC-2234	Help at Home, Inc.	123.00
87-CC-2235	Help at Home, Inc.	193.05
87-CC-2236	Help at Home, Inc.	304.20
87-CC-2238	Help at Home, Inc.	257.40
87-CC-2244	Help at Home, Inc.	210.60
87-CC-2246	Help at Home, Inc.	374.40
87-CC-2253	Help at Home, Inc.	304.20
87-CC-2256	Help at Home, Inc.	116.00
87-CC-2258	Help at Home, Inc.	421.20
87-CC-2263	Help at Home, Inc.	222.00
87-CC-2265	Help at Home, Inc.	280.80
87-CC-2269	Help at Home, Inc.	375.65
87-CC-2276	Help at Home, Inc.	292.50
87-CC-2277	Help at Home, Inc.	359.10

87-CC-2281	Help at Home, Inc.	146.25
87-CC-2283	Help at Home, Inc.	280.80
87-CC-2285	Help at Home, Inc.	450.45
87-CC-2286	Help at Home, Inc.	304.20
87-CC-2288	Help at Home, Inc.	304.20
87-CC-2289	Help at Home, Inc.	261.80
87-CC-2290	Help at Home, Inc.	58.00
87-CC-2293	Help at Home, Inc.	15.00
87-CC-2296	Help at Home, Inc.	70.20
87-CC-2300	Help at Home, Inc.	92.00
87-CC-2302	Help at Home, Inc.	25.00
87-CC-2303	Help at Home, Inc.	54.00
87-CC-2309	Help at Home, Inc.	43.00
87-CC-2310	Help at Home, Inc.	22.40
87-CC-2317	Help at Home, Inc.	10.00
87-CC-2318	Help **at** Home, **Inc.**	**23.40**
87-CC-2319	Help at Home, Inc.	17.00
87-CC-2320	Help at Home, Inc.	11.00
87-CC-2335	Help at Home, Inc.	70.20
87-CC-2345	Help at Home, Inc.	12.00
87-CC-2347	Help at Home, Inc.	29.25
87-CC-2350	Help at Home, Inc.	23.40
87-CC-2351	Help at Home, Inc.	26.00
87-CC-2355	Help at Home, Inc.	35.00
87-CC-2360	Help at Home, Inc.	93.60
87-CC-2361	Help at Home, Inc.	61.00
87-CC-2366	Help at Home, Inc.	280.55
87-CC-2367	Help at Home, Inc.	93.60
87-CC-2370	Help at Home, Inc.	19.00
87-CC-2371	Help at Home, Inc.	36.00
87-CC-2372	Help at Home, Inc.	64.20
87-CC-2373	Help at Home, Inc.	20.40
87-CC-2374	Help at Home, Inc.	23.00
87-CC-2375	Help at Home, Inc.	96.00
87-CC-2383	Help at Home, Inc.	52.65
87-CC-2386	Help at Home, Inc.	46.80
87-CC-2390	Help at Home, Inc.	58.50
87-CC-2391	Help at Home, Inc.	3.55
87-CC-2393	Help at Home, Inc.	33.10
87-CC-2395	Help at Home, Inc.	84.00
87-CC-2396	Help at Home, Inc.	20.00
87-CC-2398	Help at Home, Inc.	37.00

87-CC-2399	Help at Home, Inc.	46.00
87-CC-2405	Help at Home, Inc.	23.40
87-CC-2408	Help at Home, Inc.	28.00
87-CC-2410	Help at Home, Inc.	70.20
87-CC-2411	Help at Home, Inc.	51.20
87-CC-2412	Help at Home, Inc.	84.60
87-CC-2415	Help at Home, Inc.	41.00
87-CC-2416	Help at Home, Inc.	80.00
87-CC-2427	Help at Home, Inc.	42.80
87-CC-2437	Help at Home, Inc.	89.00
87-CC-2438	Help at Home, Inc.	2.00
87-CC-2440	Help at Home, Inc.	2.00
87-CC-2441	Help at Home, Inc.	2.00
87-CC-2442	Help at Home, Inc.	5.00
87-CC-2445	Help at Home, Inc.	3.00
87-CC-2447	Help at Home, Inc.	5.00
87-CC-2448	Help at Home, Inc.	1.00
87-CC-2449	Help at Home, Inc.	9.00
87-CC-2451	Help at Home, Inc.	2.00
87-CC-2457	Doud and Doud, S.C.	89.00
87-CC-2465	Community College Dist. 508, Board of Trustees of	158.00
87-CC-2471	Nichols, Robin	336.00
87-CC-2474	Fishman, David, Court Reporters	156.20
87-CC-2476	Jefferies, Ivory	90.00
87-CC-2478	Friedman, Robert J.	450.00
87-CC-2492	Tennant Co.	365.46
87-CC-2503	Labor Record	1,210.95
87-CC-2504	AT&T	153.19
87-CC-2532	Modern Business Systems	1,177.63
87-CC-2548	Walter, Jim Papers	291.04
87-CC-2549	Campbell's Garage	233.36
87-CC-2552	Glass Specialty Co., Inc.	173.60
87-CC-2563	Illinois Bell Telephone Co.	363.28
87-CC-2564	Burroughs, Tom	1,141.84
87-CC-2591	Shell Oil Co.	322.39
87-CC-2599	Boblick, William, M.D.	70.60
87-CC-2603	Sriratana, Pramern, M.D.	147.50
87-CC-2604	Sriratana, Pramern, M.D.	92.50
87-CC-2607	Bell TV & Electronics Service	149.00
87-CC-2611	Ford Motor Co.	204.74
87-CC-2613	Dahms, Robert E., M.D.	66.58

87-CC-2619	Holland, Eugene P.	450.00
87-CC-2622	Glenwood Medical Center	145.00
87-CC-2623	Lutheran Social Services	247.80
87-CC-2625	Kumar, Kumud V., M.D.	330.00
87-CC-2627	Larson, Keith	550.00
87-CC-2629	Capital City Paper Co.	351.45
87-CC-2632	Villa Lighting Supply Co.	2,791.80
87-CC-2634	Capital City Paper Co.	128.00
87-CC-2640	Help at Home, Inc.	261.50
87-CC-2642	Help at Home, Inc.	605.00
87-CC-2643	Help at Home, Inc.	596.75
87-CC-2644	Help at Home, Inc.	245.00
87-CC-2645	Help at Home, Inc.	240.50
87-CC-2647	Help at Home, Inc.	550.00
87-CC-2649	Help at Home, Inc.	514.80
87-CC-2650	Help at Home, Inc.	97.00
87-CC-2651	Help at Home, Inc.	193.50
87-CC-2652	Help at Home, Inc.	440.00
87-CC-2654	Help at Home, Inc.	402.00
87-CC-2655	Help at Home, Inc.	326.00
87-CC-2658	Help at Home, Inc.	396.00
87-CC-2660	Help at Home, Inc.	379.50
87-CC-2661	Help at Home, Inc.	309.00
87-CC-2662	Help at Home, Inc.	357.50
87-CC-2663	Help at Home, Inc.	290.00
87-CC-2665	Help at Home, Inc.	290.00
87-CC-2669	Help at Home, Inc.	110.00
87-CC-2673	Help at Home, Inc.	280.80
87-CC-2676	Help at Home, Inc.	218.00
87-CC-2677	Help at Home, Inc.	255.00
87-CC-2678	Help at Home, Inc.	255.00
87-CC-2679	Help at Home, Inc.	242.00
87-CC-2680	Help at Home, Inc.	131.00
87-CC-2685	Help at Home, Inc.	141.00
87-CC-2687	Help at Home, Inc.	132.00
87-CC-2688	Help at Home, Inc.	122.00
87-CC-2689	Help at Home, Inc.	116.00
87-CC-2690	Help at Home, Inc.	110.00
87-CC-2691	Help at Home, Inc.	110.00
87-CC-2692	Help at Home, Inc.	107.00
87-cc-2695	Help at Home, Inc.	90.68
87-CC-2697	Help at Home, Inc.	19.00

87-CC-2698	Help at Home, Inc.	64.20
87-CC-2700	Help at Home, Inc.	69.00
87-CC-2701	Help at Home, Inc.	66.00
87-CC-2703	Help at Home, Inc.	64.00
87-CC-2704	Help at Home, Inc.	63.00
87-CC-2705	Help at Home, Inc.	61.00
87-CC-2707	Help at Home, Inc.	60.00
87-CC-2710	Help at Home, Inc.	56.00
87-CC-2711	Help at Home, Inc.	15.00
87-CC-2712	Help at Home, Inc.	45.00
87-CC-2713	Help at Home, Inc.	43.00
87-CC-2714	Help at Home, Inc.	42.00
87-CC-2715	Help at Home, Inc.	39.00
87-CC-2716	Help at Home, Inc.	39.00
87-CC-2717	Help at Home, Inc.	29.00
87-CC-2719	Help at Home, Inc.	30.00
87-CC-2720	Help at Home, Inc.	29.00
87-CC-2721	Help at Home, Inc.	10.50
87-CC-2723	Help at Home, Inc.	26.00
87-CC-2724	Help at Home, Inc.	17.40
87-CC-2725	Help at Home, Inc.	20.00
87-CC-2727	Help at Home, Inc.	15.00
87-CC-2728	Help at Home, Inc.	15.00
87-CC-2729	Help at Home, Inc.	10.00
87-CC-2730	Help at Home, Inc.	8.00
87-CC-2731	Help at Home, Inc.	3.00
87-CC-2732	Help at Home, Inc.	2.00
87-CC-2733	Help at Home, Inc.	2.00
87-CC-2734	Help at Home, Inc.	1.00
87-CC-2738	Bittner, Sandra J.	**23.90**
87-CC-2739	Potter, Stanley E.	45.60
87-CC-2740	German, L. E., Implement Co.	1,427.80
87-CC-2741	Murphy, Robert E.	68.50
87-CC-2742	Unocal	688.05
87-CC-2743	Unocal	97.93
87-CC-2747	Unocal	82.99
87-CC-2748	Unocal	13.04
87-CC-2749	Unocal	45.15
87-CC-2750	Unocal	28.81
87-CC-2751	Unocal	5.00
87-CC-2754	Victoria Court Reporting Service	410.70
87-CC-2755	Practicing Law Institute	95.00

87-CC-2760	Svaniga, Lora J.	42.59
87-CC-2761	A-1 Photo Service	558.00
87-CC-2767	Graybar Electric Co.	837.50
87-CC-2768	Phillips 66 Co.	42.36
87-CC-2769	McCue Chevrolet, Inc.	100.00
87-CC-2770	Clausius Co., Inc.	644.00
87-CC-2776	Marren, Theresa	39.10
87-CC-2779	Roesch Equipment Co.	595.00
87-CC-2783	Record Copy Services	291.35
87-CC-2800	Fox Valley Reporting Service	253.00
87-CC-2801	Law Bulletin Publishing Co.	164.30
87-CC-2802	Law Bulletin Publishing Co.	146.70
87-CC-2804	ITT Courier Terminal Systems, Inc.	343.00
87-CC-2805	Optic-Electronic Corp.	400.00
87-CC-2812	Shah, Pravin S., M.D.	1,735.00
87-CC-2813	Shah, Pravin S., M.D.	240.00
87-CC-2819	LaSalle County Farm Supply Co.	1,370.52
87-CC-2828	Order From Horder	341.94
87-CC-2829	Ramada Renaissance	31.90
87-CC-2830	Gibson, Geo. R., Chevrolet	39.71
87-CC-2831	Pavlick-Carr, Carrie	94.90
87-CC-2833	AT&T	10,842.77
87-CC-2836	West Publishing	42.50
87-CC-2837	Central Truck Parts Co.	65.48
87-CC-2839	R & H Service & Supply	192.60
87-CC-2840	Washington University; Dept. of Anesthesiology	96.75
87-CC-2842	Sullivan Reporting Co.	177.60
87-CC-2843	Sullivan Reporting Co.	174.75
87-CC-2844	Sullivan Reporting Co.	20.20
87-CC-2845	Northeastern Illinois University	528.00
87-CC-2850	Grimes, Dale S., M.D.	600.00
87-CC-2851	Center for Speech and Language Disorders	60.00
87-CC-2855	Checker Airport Service	85.00
87-CC-2857	Commercial Refrigeration Service	100.00
87-CC-2858	Yorkville Auto Parts	30.76
87-CC-2860	Handy Auto Sales & Rentals	473.70
87-CC-2864	McDermott, Sean R.	45.64
87-CC-2877	Montgomery Elevator Co.	1,214.02
87-CC-2879	Lucre, Inc. d/b/a Peoples Auto Supply	4,916.39
87-CC-2880	Lincoln Land Community College	5,190.78
87-CC-2885	SuperAmerica	139.38

87-CC-2886	SuperAmerica	81.25
87-CC-2889	Loyola Medical Center	5,526.72
87-CC-2895	Visiting Nurse Assn. of Chicago	546.00
87-CC-2912	Ushman Communications Co.	574.20
87-CC-2913	Office Equipment Co. of Chicago	8,238.82
87-cc-2914	Efficient Autoglass Method	435.29
87-CC-2916	Capitol Reporting Service	176.70
87-CC-2917	Hutchens, Heather C.	400.00
87-CC-2920	Joliet Township High Schools Dist. 204	90.00
87-CC-2934	Ecker Center for Mental Health	14,569.00
87-CC-2935	Graham, Ray, Association	6,887.57
87-cc-2937	Springfield Clinic	95.00
87-CC-2938	McGuire's Reporting Service	89.20
87-CC-2941	Warren Chevrolet	159.46
87-CC-2951	Carey's Furniture Co., Inc.	7,200.00
87-cc-2952	ASI	4,586.00
87-CC-2954	Illinois, University of, Hospital	15,514.00
87-CC-2955	Econo-Car of Chicago	42.00
87-CC-2957	Romero, Jose E.	310.24
87-CC-2971	Great State Fare	29.00
87-CC-2972	Community College Dist. 508, Board of Trustees of	246.00
87-CC-2980	Church, Frederick W., M.D.	640.00
87-CC-2985	McDermott, Will & Emery	53,332.26
87-CC-2986	Phillips 66 Co.	154.45
87-cc-2992	Warren Chevrolet	66.07
87-CC-2998	Longoria & Goldstine	362.94
87-CC-3003	Stanczyk, Dennis J., M.D.	201.00
87-CC-3006	Allied Van Lines	2,995.35
87-CC-3007	Illinois Public Health Assn.	615.00
87-CC-3008	Aurora Eye Clinic	95.00
87-CC-3010	Flex-0-Lite	8,854.54
87-CC-3013	Xerox Corp.	108.72
87-CC-3014	Xerox Corp.	234.00
87-CC-3015	Xerox Corp.	117.10
87-CC-3019	Xerox Corp.	883.97
87-CC-3020	Xerox Corp.	593.87
87-CC-3021	Xerox Corp.	407.95
87-CC-3022	Xerox Corp.	512.95
87-CC-3023	Xerox Corp.	343.44
87-CC-3024	Xerox Corp.	260.69
87-CC-3026	Xerox Corp.	527.94

87-CC-3028	Xerox Corp.	219.45
87-CC-3029	Austin Radiology Assoc.	45.00
87-CC-3030	Austin Radiology Assoc.	34.00
87-CC-3031	Newman, William, M.D.	250.00
87-CC-3034	LaRabida Children's Hospital	24,238.97
87-CC-3036	LaRabida Children's Hospital	246.50
87-CC-3042	Dancy, Susie	22.60
87-CC-3043	Chadco, Jnc.	700.00
87-CC-3046	Igor, The Watchdog Corp.	2,850.00
87-CC-3047	Rosetti, Ross A.	39.00
87-CC-3053	Harris Corp.	385.67,
87-CC-3056	Gruber, Marcia	774.00
87-CC-3066	Citgo Petroleum Corp.	26.62
87-CC-3111	AT&T	3,219.15
87-CC-3112	AT&T	3,163.92
87-CC-3113	AT&T	1,236.00
87-CC-3114	AT&T	814.17
87-CC-3115	AT&T	135.20
87-CC-3116	AT&T	285.95
87-CC-3117	AT&T	178.00
87-CC-3118	Buckley, Olabode	269.89
87-CC-3120	Corrections, Department of; Illinois Correctional Industries	2,963.30
87-CC-3121	Safety-Kleen Corp.	146.00
87-CC-3122	Bethel New Life, Inc.	2,881.04
87-CC-3123	AT&T	1,872.61
87-CC-3124	AT&T	276.26
87-CC-3125	AT&T	160.13
87-CC-3126	AT&T	153.19
87-CC-3127	AT&T	60.86
87-CC-3128	AT&T	57.76
87-CC-3129	Hughes Customat	22.50
87-CC-3130	Randell, Daniel for Benjamin Randell	150.19
87-CC-3131	Wheeler, Esther	1,746.07
87-CC-3132	Smith, Princess	32.00
87-CC-3178	Campbell, Gregory A.	695.50
87-CC-3183	Gorski, Daniel W., M.D.	68.60
87-CC-3188	Ramada Renaissance	2,252.00
87-CC-3261	Larkin Home for Children	177.09
87-CC-3263	Illini Supply, Inc.	482.88
87-CC-3264	Illini Supply, Inc.	271.05
87-CC-3267	Illini Supply, Inc.	51.87

87-CC-3269	Illini Supply, Inc.	39.87
87-CC-3270	Illini Supply, Inc.	37.62
87-CC-3273	Mt. Sinai Hospital	622.00
87-CC-3295	Community College Dist. 508, Board of Trustees of	158.00
87-CC-3296	Compservices Sunshine Center	65.00
87-CC-3317	Shell Oil Co.	84.81
87-CC-3319	Community Care Systems, Inc.	494.10
87-CC-3329	Sartoris Super Drugs	55.98
87-CC-3330	Office Equipment Co. of Chicago	5,957.00
87-CC-3332	Stewart Warner Alemite	305.85
87-CC-3333	Miller, James, Chevrolet	48.88
87-CC-3334	Burnham Hospital	287.50
87-CC-3354	Contel of Illinois	306.82
87-CC-3355	Concurrent Computer Corp.	136.00
87-CC-3356	Landauer, R. S., Jr. & Co.	185.80
87-CC-3357	Ackerson, Velmon	422.53
87-CC-3365	Herington, John	105.00
87-CC-3366	Herington, john	20.00
87-CC-3367	Herington, John	56.00
87-CC-3368	Herington, John	48.00
87-CC-3369	Herington, John	43.20
87-CC-3370	Herington, John	48.00
87-CC-3371	Herington, John	27.20
87-CC-3373	Herington, John	20.00
87-CC-3374	Herington, John	5.00
87-CC-3375	IMCO/World Enterprises	113.51
87-CC-3379	Christie Clinic	165.15
87-CC-3383	Union Electric	4,165.10
87-CC-3384	Lelund Enterprises	1,328.00
87-CC-3385	Munster Handy Andy	3.49
87-CC-3386	Ushman Communications Co.	200.00
87-CC-3387	Freitag, Hans	200.00
87-CC-3388	Freitag, Hans	200.00
87-CC-3389	Washington University Medical School	5,035.97
87-CC-3392	Washington University Medical School	3,362.50
87-CC-3393	Washington University Medical School	5,473.61
87-CC-3395	Richland Community College	492.00
87-CC-3396	Richland Community College	186.25
87-CC-3397	Aurora Township Dial-A-Ride	1,491.18
87-CC-3408	Fox Valley Reporting Service	425.00
87-CC-3411	Moser/Schmidt Paper Co.	741.00

87-CC-3414	Burnham Hospital	1,553.76
87-CC-3423	Oconomowoc Developmental Training Center, Inc.	312.16
87-CC-3428	Loyola University Medical Center	2,585.12
87-CC-3432	Tivers, Rick, & Assoc.	1,208.40
87-CC-3433	Quality Care	763.80
87-CC-3434	Houser Communications, Inc.	77.15
87-CC-3435	Montgomery Ward	1,110.26
87-CC-3436	Montgomery Ward	542.79
87-CC-3438	Woody's Municipal Supply	2,048.32
87-CC-3439	Urbana Electrical Supply	100.71
87-CC-3447	Efengee Electrical Supply	1,096.97
87-CC-3453	Rehabilitation Institute	1,150.00
87-CC-3456	Steiner Corp.	416.86
87-CC-3457	IIT Research Institute	17,960.79
87-CC-3458	Tolan, Patrick	1,000.00
87-CC-3459	Sears, Roebuck & Co.	183.39
87-CC-3463	Vandalia Electric Motor Service, Inc.	214.19
87-CC-3466	La Salle County Detention Home	2,850.00
87-CC-3469	Wood River Twp. Hospital	2,005.45
87-CC-3470	Wood River Twp. Hospital	1,674.55
87-CC-3475	Lawrence Hall School for Boys	3,185.81
87-CC-3478	Xerox Corp.	495.00
87-CC-3482	Xerox Corp.	283.46
87-CC-3484	Xerox Corp.	205.67
87-CC-3485	Xerox Corp.	150.50
87-CC-3486	Xerox Corp.	199.78
87-CC-3493	Elfar, Sam	677.00
87-CC-3494	Hefner, Alan B., M.D.	34.05
87-CC-3495	Oh, Hyun T., M.D.	57.50
87-CC-3496	Rhoads, Janet	117.20
87-CC-3497	Northwest Community Hospital	21.00
87-CC-3504	Decatur Area Vocational Center	5,514.70
87-CC-3506	Games Management, Inc.	15,000.00
87-CC-3508	310 Center	436.00
87-CC-3510	C.D.S. Office Systems	39.90
87-CC-3511	Ingalls Memorial Hospital	83.00
87-CC-3512	Northeastern Illinois University	249.00
87-CC-3514	Uarco, Inc.	273.22
87-CC-3515	Riverside Medical Center	69.00
87-CC-3517	Image Specialties Corp.	325.82
87-CC-3519	Union Medical Center	177.00

87-CC-3520	Union Medical Center	55.00
87-CC-3521	Diagnostic Radiology Associates	47.00
87-CC-3522	Illinois Bell Telephone Co.	199.17
87-CC-3523	Chand, Suresh, M.D.	100.00
87-CC-3527	Kohl's Department Store	99.69
87-CC-3529	Community Care Systems, Inc.	258.72
87-CC-3530	Community Care Systems, Inc.	80.60
87-CC-3532	Illini Supply, Inc.	584.80
87-CC-3533	Illini Supply, Inc.	402.88
87-CC-3536	Martin Implenient Sales	2,330.84
87-CC-3541	Chancellor Hotel	43.93
87-CC-3542	Chancellor Hotel	35.92
87-CC-3543	Hanson, C. H., Co.	100.00
87-CC-3544	Igor, The Watchdog Corp.	522.95
87-CC-3548	Alpha Christian Registry, Inc.	3,495.48
87-CC-3549	Community College Dist. 508, Board of Trustees of	227.00
87-CC-3550	Community College Dist. 508, Board of Trustees of	184.00
87-CC-3551	Community College Dist. 508, Board of Trustees of	158.00
87-CC-3552	Community College Dist. 508, Board of Trustees of	89.00
87-CC-3556	Levin, Marc A., M.D.	10.00
87-CC-3557	Clinical Psychiatric Affiliates	162.00
87-CC-3558	Balestri, John	41.00
87-CC-3560	IKT Service, Inc.	46.84
87-CC-3562	Kuo, Ken, M.D.	587.00
87-CC-3567	Loyola University Medical Center	13,744.74
87-CC-3569	Loyola University Medical Center	11,011.99
87-CC-3574	West Suburban Hospital	1,603.68
87-CC-3577	Community College Dist. 508, Board of Trustees of	1,820.00
87-CC-3578	Commonwealth Edison Co.	459.39
87-CC-3580	Tribble, Jacqueline	130.07
87-CC-3581	Scrips, Inc.	622.26
87-CC-3582	Otis Elevator Co.	93.04
87-CC-3583	Marshall Field & Co.	403.49
87-CC-3585	Alton Sheet Metal Corp.	9,850.00
87-CC-3586	Shah, Pravin S., M.D.	35.00
87-CC-3589	Busiel, George J.	410.55
87-CC-3590	Ambulance Service Corp.	143.20

87-CC-3593	Law Enforcement Equipment Co.	172.71
87-CC-3595	Community College Dist. 508, Board of Trustees of	316.00
87-CC-3596	Sierra Spring Water Co.	68.25
87-CC-3597	Dublin, Christine	40.25
87-CC-3598	Entrekin, Stephen R.	234.85
87-CC-3599	Regensberger, Curt J.	117.20
87-CC-3609	Passavant Area Hospital	19.00
87-CC-3611	Modern Business Systems	178.82
87-CC-3612	Central Telephone Co.	127.34
87-CC-3613	C.D.S. Office Systems	39.90
87-CC-3617	Ideal Office Supply	391.00
87-CC-3619	Resurrection Hospital	32.55
87-CC-3620	Wilson Tire Co.	160.06
87-CC-3622	American National Bank & Trust Co. of Chicago	14,280.56
87-CC-3626	Graue Chevrolet/Buick, Inc.	71.60
87-CC-3627	Lewis, Peta J.	115.00
87-CC-3661	Ramada Inn	126.44
87-CC-3667	Grover Welding Co.	180.25
87-CC-3670	Packer Engineering Associates, Inc.	14,127.47
87-CC-3696	Kim-Yu Associates	440.00
87-CC-3720	Physio-Control	187.32
87-CC-3725	Community College Dist. 508, Board of Trustees of	227.00
87-CC-3726	Wehrle, Ronald G.	10,729.51
87-CC-3753	Requena, Roberto	41.38
87-CC-3754	Collins, William A.	180.00
87-CC-3756	Cardoza, Hugo	84.45
87-CC-3757	West Communities YMCA	48.60
87-CC-3865	Barretts, Inc.	17.50
87-CC-3867	Midwest Research Institute	4,400.00
87-CC-3894	Lee Data Corp.	12,654.00
87-CC-3895	St. Clair, County of	1,080.00
87-CC-3896	Healthcare Medical Foundation	154.00
87-CC-3897	Associated Management Institute	165.00
87-CC-3898	Citrans/Allied Moving & Storage	7,800.80
87-CC-3906	Central Furnace Supply Co., Inc.	129.30
87-CC-3907	Neumann, Victor C., Association	755.04
87-CC-3912	310 Center	1,294.56
87-CC-3913	3M Center	192,744.00
87-CC-3960	Pinkerton's, Inc.	725.80

87-CC-4047	Starr, Jan	79.00
87-CC-4049	Easter Seal Society Willett Rehabilitation Center	250.00
87-CC-4050	Medical Personnel Pool of Du Page County, Inc.	3,081.75
87-CC-4052	Rogers, Carla M.	24.00
87-CC-4059	Muskopf's Garage, Inc.	196.57
87-CC-4060	Illinois Blueprint Corp.	120.00
87-CC-4061	Waukegan Welding Supply Co.	42.00
87-CC-4062	Peoria Assn. for Retarded Citizens, Inc.	2,773.00
87-CC-4069	Ambulance Service Corp.	311.00
87-CC-4070	Rush-Presbyterian-St. Luke's Medical Center	8,349.87
87-CC-4114	Celarier, Diane A.	700.00
87-CC-4115	Town & Country Travel	262.00
87-CC-4117	Chicago Hearing Society	140.00
87-CC-4118	Polyak, Svetlana	225.00
87-CC-4127	Massac Memorial Hospital	11.00
87-CC-4138	McDawels, Michael	30.00
87-CC-4143	Sexauer, J. A.	50.42
87-CC-4158	Owens International, Inc.	178.78
87-CC-4159	Passante, Judy	460.00
87-CC-4162	Strauss, Robert A., D.D.S.	216.00
87-CC-4165	Maloof Real Estate	151.80
87-CC-4175	Loyola University Medical Center	7,867.26
87-CC-4179	Action Office Supply	499.00
87-CC-4180	Action Office Supply	46.76
87-CC-4182	Action Office Supply	17.97
87-CC-4183	Action Office Supply	14.34
87-CC-4184	Tom's Truck Repair & Parts	2,343.67
87-CC-4185	Sfena Corp.	11,412.32
87-CC-4196	Rampona, Douglas M., M.D.	2,500.00
87-CC-4197	C.D.S. Office Systems	71.96
87-CC-4198	C.D.S. Office Systems	55.00
87-CC-4199	C.D.S. Office Systems	55.00
87-CC-4200	C.D.S. Office Systems	55.00
87-CC-4201	C.D.S. Office Systems	29.95
87-CC-4202	X-Ray Center	156.00
87-CC-4203	X-Ray Center	40.00
87-CC-4209	Quality Care	323.00
87-CC-4210	Quality Care	302.00
87-CC-4211	Quality Care	43.00
87-CC-4212	Quality Care	39.00

87-CC-4217	La Salle Messinger Paper Co.	1,133.21
87-CC-4218	Wilson, Annetta	135.11
87-CC-4219	York International Corp.	1,594.42
87-CC-4222	Lewis University	9,800.00
87-CC-4223	Kjellander, Judy B.	277.50
87-CC-4224	Unitours	178.00
87-CC-4227	Daley's Ambulance	109.00
87-CC-4233	Haulaway, Inc.	45.00
87-CC-4248	Visiting Nurse Assn. of Evanston	352.00
87-CC-4250	Eczel Corp.	473.66
87-CC-4261	Quality Care	730.00
87-CC-4262	Cronin, Robert E.	470.00
87-CC-4265	Fiorillo & Associates	884.20
87-CC-4281	Xerox Corp.	552.17
88-CC-0006	Northwest Community Hospital	640.08
88-CC-0007	Lincoln, Abraham, Memorial Hospital	1,766.00
88-CC-0008	Lincoln, Abraham, Memorial Hospital	369.19
88-CC-0013	Woodhaven Learning Center	344.25
88-CC-0014	Woodhaven Learning Center	342.72
88-CC-0015	Woodhaven Learning Center	325.68
88-CC-0016	Woodhaven Learning Center	270.81
88-CC-0017	Woodhaven Learning Center	94.86
88-CC-0018	Kennedy, Lt. Joseph P., Jr. School	2,151.84
88-CC-0035	Sbordone, Sharon	266.83
88-CC-0056	Illinois Bell Telephone Co.	294.18
88-CC-0058	Zayre Department Store 390	99.22
88-CC-0088	Goodyear Tire & Rubber Co.	1,664.71
88-CC-0089	Goodyear Tire & Rubber Co.	328.53
88-CC-0090	Goodyear Tire & Rubber Co.	171.02
88-CC-0091	Goodyear Tire & Rubber Co.	105.60
88-CC-0092	Green, Kenneth O., M.D.	25.00
88-CC-0106	Oh, Hyun T., M.D.	610.41
88-CC-0112	Lance Construction Supplies, Inc.	45.00
88-CC-0122	Datamax Office Systems	154.24
88-CC-0123	St. Louis Children's Hospital	91,454.39
88-CC-0131	Anesthesia & Analgesia Assoc.	192.00
88-CC-0135	Meilahn Manufacturing Co.	7,332.50
88-CC-0136	Collinsville Hilton Inn	765.08
88-CC-0137	Collinsville Hilton Inn	570.83
88-CC-0138	Collinsville Hilton Inn	130.57
88-CC-0139	Collinsville Hilton Inn	170.22
88-CC-0140	Collinsville Hilton Inn	65.40

88-CC-0141	Collinsville Hilton Inn	33.30
88-CC-0142	Collinsville Hilton Inn	33.50
88-CC-0144	Collinsville Hilton Inn	33.30
88-CC-0147	Triformation Systems, Inc.	1,762.20
88-CC-0167	Community College Dist. 508, Board of Trustees of	276.00
88-CC-0174	St. Joseph Medical Center	130.90
88-CC-0175	St. Joseph Medical Center	42.40
88-CC-0176	St. Joseph Medical Center	29.00
88-CC-0178	St. Joseph Medical Center	56.00
88-CC-0181	Gilson Co., Inc.	147.05
88-CC-0182	Sawyer, Stephen G.	500.42
88-CC-0199	Goodyear Tire & Rubber Co.	1,907.38
88-CC-0200	Woodhaven School, Inc.	360.23
88-CC-0214	Collection Accounts Terminal	636.00
88-CC-0215	Chapman, Lawrence I., M.D.	707.80
88-CC-0228	Nanometrics, Inc.	136.95
88-CC-0254	Motorola	650.00
88-CC-0262	Baker-Hauser Co.	2,453.00
88-CC-0263	Baker-Hauser Co.	2,225.00
88-CC-0265	Citgo Petroleum Corp.	199.95
88-CC-0268	Goodyear Tire & Rubber Co.	899.64
88-CC-0269	Goodyear Tire & Rubber Co.	215.16
88-CC-0271	Cook County Hospital	11,340.00
88-CC-0272	Radcliffe, Jeffery E.	3.94
88-CC-0273	McCormick, Gregory L.	5.00
88-CC-0274	Bolingbrook P.T. & Rehab. Center	206.00
88-CC-0278	National Association of Attorneys General	225.00
88-CC-0279	K Mart	56.00
88-cc-0280	K Mart	51.07
88-CC-0285	Richmont Hotel	88.08
88-CC-0289	McLean Co. Orthopedics, Ltd.	1,324.00
88-CC-0290	Springfield Clinic	5,422.00
88-CC-0294	Network Systems Corp.	5,642.57
88-CC-0295	Green Impl. & Supply Co.	220.00
88-CC-0305	Washington University Medical School	5,276.21
88-CC-0309	Corrections, Department of; Illinois Correctional Industries	561.70
88-CC-0310	Thatcher, Aileen A.	50.00
88-CC-0315	Lynch Buick	74.31
88-CC-0316	Guy's Foods, Inc.	826.80
88-CC-0318	Johnke Manufacturing Co.	1,644.00

88-CC-0324	St. Joseph's Hospital Medical Center	384.10
88-CC-0325	Gupta, Raj, M.D.	613.28
88-cc-0331	Keisters, Inc.	71.62
88-CC-0332	Associates in Comprehensive Counseling, Inc.	525.00
88-CC-0337	Vinzant-Heath, Pearlie B.	50.88
88-cc-0339	Modern Business Systems	120.72
88-cc-0341	Engineering Foundation	415.00
88-CC-0344	Chicago Hearing Society	120.00
88-CC-0347	A.R.T. Studio Clay Co.	275.12
88-cc-0350	Dancy, Susie; Custodian DORS Petty Cash Fund	10.75
88-cc-0351	Silverman, Leonard I., M.D.	25.00
88-CC-0352	Insurance Co. of Illinois	562.40
88-CC-0358	Clark Products	106.80
88-cc-0359	Perkin-Elmer Corp.	20,363.00
88-CC-0383	Triangle Construction Co.	208.43
88-CC-0397	Acme Reporting Co., Inc.	1,921.50
88-CC-0407	Gallagher Asphalt Corp.	1,711.99
88-CC-0408	Easter Seal Rehabilitation Center of Central Ohio	485.00
88-cc-0409	Community College Dist. 508, Board of Trustees of	490.00
88-cc-0410	Community College Dist. 508, Board of Trustees of	355.00
88-CC-0429	Weir Chevrolet-Olds, Inc.	65.20
88-CC-0432	Sumang, Felino A., M.D.	45.00
88-CC-0439	Vas Company, K.E.	1,494.48
88-CC-0442	Reese, Michael, Hospital & Medical Center	92,323.00
88-CC-0444	Reese, Michael, Hospital & Medical Center	7,790.48
88-CC-0446	Smiths Oil Well	174.30
88-CC-0453	Champaign County Treasurer	63.57
88-CC-0454	Flow Laboratories, Inc.	184.50
88-CC-0455	Lee Data Corp.	206.01
88-CC-0460	Marseilles Telephone Co.	547.57
88-CC-0496	Kobelt Travel Service	3,335.00
88-CC-0498	Psychological Corp.	183.64
88-CC-0499	PPG Industries, Inc.	71.40
88-CC-0504	Air Institute & Service	198.82
88-CC-0509	Kieft Bros., Inc.	934.00
88-CC-0512	Jett, Norma K.	500.00
88-CC-0514	Illinois Bell Telephone Co.	19,435.00

88-CC-0517	Bismarck Hotel	88.08
88-CC-0518	Bismarck Hotel	88.08
88-CC-0522	Bismarck Hotel	44.04
88-CC-0524	Medical Examination Centers, Inc.	356.00
88-CC-0540	Illinois Department of Public Aid	1,430.00
88-CC-0541	Illinois Shakespeare Society	64.10
88-CC-0543	Telex Computer Products, Inc.	22,274.00
88-CC-0547	Lake County Grading Co.	309.00
88-CC-0548	Crampton, Inc.	4,290.00
88-CC-0549	Central Business Machines, Inc.	2,922.47
88-CC-0550	Grob, Donald P.	640.00
88-CC-0558	Illinois, University of, Board of Trustees of	29,287.96
88-CC-0567	Krassas, George	600.00
88-CC-0568	Dietzgen Corporation	641.08
88-CC-0571	Illinois Assn. of Fire Protection Districts	108.00
88-CC-0573	Eastman Kodak Co.	108.50
88-CC-0574	Ensminger, M. L., & Co.	4,076.25
88-CC-0575	Easter Seal Rehabilitation Center	280.00
88-CC-0578	Shelby County, Illinois	480.27
88-CC-0593	Miles, Steven P., & Co.	525.00
88-CC-0603	Loyola University Medical Center	4,104.57
88-CC-0604	Montgomery Ward	847.62
88-CC-0605	Montgomery Ward	212.40
88-CC-0606	Willett Motor Coach Co.	466.35
88-CC-0612	Excelsior Youth Centers	36.00
88-CC-0622	Contel of Illinois	168.03
88-CC-0624	Busiel, George J.	375.45
88-CC-0626	Telephone Answering Service, Inc.	65.40
88-CC-0628	Chicorp Financial Services	758.00
88-CC-0630	Tech Electronics, Inc.	3,476.10
88-CC-0643	Garden City Disposal Co.	495.00
88-CC-0644	Jenner & Block	533.67
88-CC-0661	Tazewell Service Co.	68.09
88-CC-0664	New Dimensions Marketing, Inc.	1,500.00
88-CC-0677	Community Care Systems, Inc.	159.00
88-CC-0678	Mid-West Stationers, Inc.	1,646.45
88-CC-0679	Mid-West Stationers, Inc.	1,612.80
88-CC-0680	Mid-West Stationers, Inc.	282.30
88-CC-0686	Mid-West Stationers, Inc.	10.25
88-CC-0691	Illini Supply, Inc.	47.32
88-CC-0692	Illini Supply, Inc.	3,135.41
88-CC-0693	Quality Care	88.81

88-CC-0694	Quality Care	85.25
88-CC-0695	Quality Care	38.85
88-CC-0696	Quality Care	17.97
88-CC-0697	Illinois Bell Telephone Co.	615.80
88-CC-0711	Help At Home, Inc.	451.00
88-CC-0714	Help At Home, Inc.	282.00
88-CC-0715	Help At Home, Inc.	265.00
88-CC-0719	Help At Home, Inc.	179.00
88-CC-0720	Help At Home, Inc.	125.00
88-CC-0721	Help At Home, Inc.	106.00
88-CC-0722	Help At Home, Inc.	99.00
88-CC-0724	Help At Home, Inc.	60.00
88-CC-0727	Help At Home, Inc.	23.40
88-CC-0730	Help At Home, Inc.	10.00
88-CC-0735	Roth, Terry R., M.D.	565.00
88-CC-0740	Community College Dist. 508	425.00
88-CC-0742	Community College Dist. 508	200.00
88-CC-0744	Community College Dist. 508	102.00
88-CC-0746	Alltel Illinois	7.06
88-CC-0750	Contel of Illinois	48.83
88-CC-0751	Harrison, Stephen M., M.D.	25.00
88-CC-0752	Association for Retarded Citizens, Inc.	40.81
88-CC-0753	Community College Dist. 508	705.00
88-CC-0754	Community College Dist. 508	567.00
88-CC-0755	Community College Dist. 508	545.56
88-CC-0756	Community College Dist. 508	488.00
88-CC-0757	Community College Dist. 508	419.00
88-CC-0758	Community College Dist. 508	419.00
88-CC-0759	Community College Dist. 508	363.00
88-CC-0760	Community College Dist. 508	271.00
88-CC-0761	Community College Dist. 508	203.50
88-CC-0762	Community College Dist. 508	217.00
88-CC-0763	Community College Dist. 508	123.00
88-CC-0764	Community College Dist. 508	87.50
88-CC-0765	Community College Dist. 508	488.00
88-CC-0766	Community College Dist. 508	271.00
88-CC-0767	Community College Dist. 508	192.00
88-CC-0768	Community College Dist. 508'	123.00
88-CC-0770	Haas Baking Co.	1,424.16
88-CC-0773	Community College Dist. 508	204.00
88-CC-0774	Community College Dist. 508	89.00
88-CC-0783	Cook County Recorder	132.00

88-CC-0784	Carroll Seating Co., Inc.	2,865.00
88-CC-0787	Candle Corp.	419.17
88-CC-0789	Fujitsu GTE	11,431.67
88-CC-0814	Trophy House, Inc.	100.00
88-CC-0819	Freeport Clinic	145.00
88-CC-0820	Freeport Clinic	55.00
88-CC-0821	Freeport Clinic	45.00
88-CC-0841	Chicago, University of, Hospitals	386.75
88-CC-0853	Contel of Illinois	1,317.09
88-CC-0854	Cullian, John J.	35.55
88-CC-0856	Northeastern Illinois University	301.50
88-CC-0859	Community College Dist. 508	728.00
88-CC-0863	Stefanski, Joe	162.00
88-CC-0872	Myrna, Theodore D., M.D.	25.00
88-CC-0873	Association for Retarded Citizens of Springfield	239.99
88-CC-0886	Carey's Furniture Co., Inc.	13,490.00
88-CC-0887	Community College Dist. 508	271.00
88-CC-0888	Community College Dist. 508	488.00
88-CC-0889	Community College Dist. 508	340.00
88-CC-0890	McGuire Reporting Service	50.00
88-CC-0892	Community College Dist. 508	409.00
88-CC-0893	Community College Dist. 508	442.00
88-CC-0894	Community College Dist. 508	705.00
88-CC-0895	Community College Dist. 508	567.00
88-CC-0896	Community College Dist. 508	148.00
88-CC-0897	Walberg, Mark W.	37.31
88-CC-0898	Balagtas, Jose C.	52.90
88-CC-0909	Eichenauer Services, Inc.	187.25
88-CC-0910	Illini Supply, Inc.	325.43
88-CC-0911	Illini Supply, Inc.	122.40
88-CC-0913	Panbor Industrial Supply Co., Inc.	187.80
88-CC-0915	Peoria Assn. for Retarded Citizens, Inc.	2,936.36
88-CC-0925	Community College Dist. 508	192.00
88-CC-0926	Community College Dist. 508	636.00
88-CC-0927	Community College Dist. 508, Board of Trustees of	89.00
88-CC-0929	Community College Dist. 508	511.00
88-CC-0930	Illini Supply, Inc.	42.24
88-CC-0938	Bethard, Erma M.	31.98
88-CC-0939	Nave, Frank A.	2,628.49
88-CC-0941	Sun Refining & Marketing Co.	10.72

88-CC-0943	Nerini, Kimberlee D.	82.70
88-CC-0944	Modem Mailing Systems, Inc.	895.00
88-CC-0947	Brokenbourgh, Lewette K.	465.00
88-CC-0948	Carroll Seating Co., Inc.	543.00
88-CC-0949	St. Therese Medical Center	13.20
88-CC-0950	St. Therese Medical Center	35.81
88-CC-0951	St. Therese Medical Center	6.00
88-CC-0952	St. Therese Medical Center	13.20
88-CC-0953	Corn Belt Library Systems	2,810.97
88-CC-0956	Illini Supply, Inc.	48.21
88-CC-0957	Illini Supply, Inc.	33.70
88-CC-0958	Chicago, University of, Hospital & Clinics	970.00
88-CC-0959	Panbor Industrial Supply Co., Inc.	111.30
88-CC-0960	Panbor Industrial Supply Co., Inc.	20.29
88-CC-0961	Gruener Office Supplies, Inc.	62.10
88-CC-0963	Community College Dist. 508	590.00
88-cc-0964	Community College Dist. 508	432.00
88-CC-0965	Community College Dist. 508	432.00
88-CC-0966	Community College Dist. 508	340.00
88-CC-0967	Community College Dist. 508	340.00
88-CC-0968	Marillac Social Center	6,596.25
88-CC-0970	Wexler, Saul R.	308.70
88-CC-0971	Lin, Kang-Yann, M.D.	613.93
88-CC-0972	Springfield Hilton	44.00
88-CC-0973	Agranoff, Robert	900.00
88-CC-0976	St. Coletta School	130.05
88-CC-0977	Hunt, Mary Jo; Assistant Attorney General	37.75
88-CC-0978	Video Images, Inc.	80.00
88-CC-0992	Franklin County Recorder	14.00
88-cc-0996	Flink Co.	280.60
88-CC-0997	Flink Co.	84.18
88-cc-1009	Ford New Holland, Inc.	32,451.00
88-CC-1013	Ford New Holland, Inc.	9,499.00
88-CC-1014	Ford New Holland, Inc.	9,499.00
88-CC-1015	Futures Unlimited, Inc.	451.08
88-CC-1016	Futures Unlimited, Inc.	448.50
88-CC-1017	Futures Unlimited, Inc.	131.41
88-CC-1018	Phillips 66 Co.	27.05
88-cc-1019	Ace Hardware of Geneva	168.91
88-CC-1023	Radiologists, Ltd.	53.00
88-cc-1030	Springfield Clinic	455.00
88-CC-1031	Williams, Mary	331.65

88-CC-1033	Johnson Controls, Inc.	671.83
88-CC-1037	Broder, Arthur I., M.D.	115.00
88-cc-1038	Hudson, Grace	60.00
88-CC-1039	Bismarck Hotel	672.61
88-cc-1040	Britton, Joyce S.	738.00
88-cc-1041	Carey's Furniture Co., Inc.	9,409.00
88-CC-1042	Borders, Carol A.	257.46
88-cc-1044	Rademacher, Lon D., M.D.	15.00
88-CC-1045	Harp, Otis D.	175.70
88-cc-1049	Carey's Furniture Co., Inc.	8,360.00
88-CC-1050	Wiley Office Equipment Co.	9,491.30
88-CC-1051	Wiley Office Equipment Co.	495.00
88-CC-1052	Macoupin County Mental Health Center	65.00
88-CC-1053	Macoupin County Mental Health Center	65.00
88-CC-1054	Macoupin County Mental Health Center	65.00
88-CC-1055	Minnihan Law Offices	644.00
88-CC-1056	Clark-Kamaly, Saundra L.	131.20
88-CC-1057	Taylor, Mildred	987.43
88-CC-1058	Daniels, James L.	116.14
88-cc-1061	Collins & Hermann, Inc.	3,836.78
88-cc-1062	Jones, Cheryl A.	21.12
88cc-1063	Acme Orthotic & Prosthetic Laboratories, Inc.	2,490.00
88-CC-1067	Hines Oil Co.	377.21
88-cc-1069	Catholic Charities	70.35
88-CC-1070	Carey's Furniture Co., Inc.	9,450.00
88-CC-1071	Southern Illinois Clinic	1,220.00
88-CC-1072	North Shore Senior Center	260.00
88-CC-1073	North Shore Senior Center	130.00
88-CC-1074	North Shore Senior Center	65.00
88-CC-1075	Community College Dist. 508	488.00
88-CC-1076	Community College Dist. 508	271.00
88-CC-1077	Community College Dist. 508	271.00
88-CC-1078	Community College Dist. 508	271.00
88-CC-1079	Community College Dist. 508	203.50
88-CC-1080	Community College Dist. 508	192.00
88-CC-1081	Community College Dist. 508	192.00
88-cc-1083	Community College Dist. 508	125.00
88-cc-1084	Community College Dist. 508	123.00
88-CC-1090	St. James Hospital Medical Center	3,674.71
88-cc-1091	St. James Hospital Medical Center	1,954.68
88-CC-1093	Little City Foundation	10,964.78

88-CC-1095	Flink Co.	3,714.00
88-CC-1096	Flink Co.	336.72
88-CC-1097	Flink Co.	235.56
88-CC-1098	Flink Co.	168.36
88-CC-1099	Evans, Dallas	197.48
88-CC-1100	Panbor Industrial Supply Co., Inc.	381.69
88-CC-1103	St. James Hospital Medical Center	2,820.07
88-CC-1105	St. James Hospital Medical Center	726.79
88-CC-1106	Frey Corporation as Agent for Investors Land Trust No. 1	270.96
88-CC-1107	Greyhound Bus Lines	113.75
88-CC-1108	X-Ray Assay Laboratories, Ltd.	340.75
88-CC-1109	Broder, Arthur I., M.D.	96.00
88-CC-1110	Wallace, Delores	12.69
88-CC-1111	Unisys Corp.	8,151.15
88-CC-1112	Unisys Corp.	635.92
88-CC-1113	Medcentre Laboratories	183.05
88-CC-1114	Survey Instruments Consultants/Flo Smith	488.00
88-CC-1115	Carey's Furniture Co., Inc.	8,775.00
88-CC-1116	Sangamon State University	368.00
88-CC-1117	Suburban Heights Medical Center	1,420.00
88-CC-1119	Midas International Corp.	5,214.79
88-CC-1120	Harper Wyman Co.	12,103.27
88-CC-1122	Rosato, Jean A.	96.00
88-CC-1123	West, Karen L.	159.90
88-CC-1124	McGourty, Charles R.	207.80
88-CC-1127	Mothkur, Sheila, M.D.	310.00
88-CC-1128	Full Compass Systems, Ltd.	220.00
88-CC-1129	Oconomowoc Developmental Training Center, Inc.	1,750.00
88-CC-1132	Sandvoss, Timothy T.	197.50
88-CC-1133	Ranftl, Thomas M.	419.83
88-CC-1134	Dee Supply Co., Inc.	2,042.06
88-CC-1135	Kellner, M. J., Co.	297.00
88-CC-1140	Springfield Clinic	122.50
88-CC-1142	Sky Harbor Inn	33.00
88-CC-1143	Winokur, Ben, Co.	7,186.50
88-CC-1145	Wiley Office Equipment Co.	2,344.16
88-CC-1146	La Salle Office Supply	52.43
88-CC-1147	Delton, Inc.	238.39
88-CC-1149	Xerox Corp.	25,943.66
88-CC-1150	Wang Laboratories	517.43

88-CC-1151	Clark Products, Inc.	3,058.85
88-CC-1154	Ball-Turner, Wanda	1,008.33
88-CC-1155	Blythe, Jennifer	375.00
88-CC-1156	Neurology, Inc.	7.50
88-CC-1157	Nelson, Harry D.	80.36
88-CC-1159	Pratt Supplies	790.00
88-CC-1160	Don's Welding & Fabricating	2,990.00
88-CC-1161	Schaumburg Dodge	95.92
88-CC-1162	Illinois Fwd Truck & Equipment Co.	858.25
88-cc-1164	Hot Food Boxes, Inc.	28,488.00
88-CC-1171	Drake-Scruggs Equipment, Inc.	479.58
88-CC-1172	Riverside Medical Center	76.00
88-CC-1173	Flink Co.	887.00
88-CC-1174	Flink Co.	336.72
88-CC-1178	Lawrence Hall School for Boys	3,950.00
88-CC-1218	Burris Equipment Co., Inc.	257.91
88-cc-1222	Data Documents	2,350.91
88-CC-1224	Kling, Richard S.	800.00
88-CC-1225	Byles, Gloria	61.43
88-CC-1226	Reed, Mary	142.22
88-CC-1227	Ford County Recorder	14.00
88-CC-1228	Sfena Corp.	98,584.00
88-cc-1232	Forms Manufacturing Co., Inc.	48.84
88-cc-1233	Capitol Group	200.50
88-cc-1234	Upjohn Co.	531.00
88-cc-1235	Black Hawk College	6,019.50
88-CC-1237	Halford, Dale	77.00
88-CC-1238	Illinois Correctional Industries	7,882.27
88-cc-1239	Illinois Correctional Industries	3,424.76
88-CC-1240	Rock River Raynor, Inc.	7,497.00
88-CC-1244	Aidex Corp.	616.00
88-CC-1246	Children's Home & Aid Society of Illinois	5,084.91
88-cc-1248	Kadish, Marc R.	348.51
88-CC-1250	White, Bessie L.	20.00
88-CC-1251	Navistar International Corp.	20,706.04
88-cc-1252	Hughes Optical Products, Inc.	7,990.84
88-CC-1253	Johnston Super Markets, Inc.	5,031.08
88-cc-1254	National Can Co.	1,020.00
88-cc-1255	Smith, H. P., Co.	880.00
88-cc-1258	Lakeview Medical Center	99,194.00
88-cc-1259	Lakeview Medical Center	26,407.00
88-CC-1260	Lakeview Medical Center	16,788.00

88-CC-1261	Capital City Paper Co.	57.05
88-CC-1262	Home Services for Seniors	2,981.00
88-CC-1264	Flink Co.	56.12
88-CC-1265	Graham Oldsmobile	301.67
88-CC-1266	Lindgren, Ruth	44.08
88-CC-1272	Medcentre Laboratories	8.00
88-CC-1276	Simitz, Suzanne Marie	1,847.00
88-CC-1277	Portable Tool Sales	100.00
88-CC-1281	Sears, Roebuck & Co.	88.00
88-CC-1282	Johns, Thomas E.	2,139.00
88-CC-1283	Schweizer Emblem Co.	630.00
88-CC-1284	Marshall-Wiedenhoeft Construction Co.	136.98
88-CC-1285	Boblick, William E., Jr., M.D.	5,872.00
88-CC-1286	Riles, Robert	310.10
88-CC-1287	Vollmar Clay Products	47.60
88-CC-1288	Sykes, Melodie	136.57
88-CC-1289	Gates, Gloria	70.73
88-CC-1290	Santiago, Gracie	85.51
88-CC-1291	Cosmopolitan National Bank as Trustee	4,017.93
88-CC-1293	Computer Training Systems	6,250.00
88-CC-1294	Universal Communication Systems, Inc.	1,258.50
88-CC-1295	Design Healthcare Systems, Inc.	1,874.40
88-CC-1299	Tish, Randy Joe	268.50
88-CC-1303	Blauer Manufacturing Co., Inc.	118.39
88-CC-1306	Universal Home Health d/b/a Quality Care	580.77
88-CC-1307	Universal Home Health d/b/a Quality Care	427.80
88-CC-1308	Universal Home Health d/b/a Quality Care	260.00
88-CC-1311	Chicago Steel Tape Co.	44.85
88-CC-1312	Illinois Department of Public Aid	824.00
88-CC-1313	Forms Manufacturing Co., Inc.	510.30
88-CC-1314	Central East Alcoholism & Drug Council	8,789.00
88-CC-1315	Central East Alcoholism & Drug Council	1,462.00
88-CC-1316	Merkels, Inc.	83.85
88-CC-1317	Medcentre Labs	41.00
88-CC-1319	Jacksonville Area Council on Alcoholism	5,740.00
88-CC-1320	Counseling and Family Service	56.83
88-CC-1327	Case Power & Equipment	163,816.00
88-CC-1328	Case Power & Equipment	70,708.00
88-CC-1329	Case Power & Equipment	65,496.00
88cc-1331	Case Power & Equipment	42,835.00
88-CC-1334	Bergman, Lawrence A., M.D.	102.00
88-cc-1336	Reporting Services	188.75

88-CC-1337	Orchard Village	1,759.96
88-CC-1347	International Salt Co.	947.01
88-CC-1349	Egizii Electric, Inc.	195.52
88-cc-1350	Word Technology Systems	87.60
88-CC-1351	Michael Northwestern Limited Partnership	9,502.64
88-CC-1353	Waukegan Tire & Supply	74.10
88-CC-1354	Katz, Joseph, Estate of, Deceased	540.00
88-CC-1355	Parkside Human Services Corp., Older Adult Services	398.65
88-CC-1356	Tony's Truck Service, Inc.	181.68
88-CC-1357	Navy, Barbara	107.83
88-cc-1359	Thaxton, Mary A.	266.80
88-CC-1362	Sangamon-Menard Alcoholism & Drugs Council	390.00
88-CC-1379	Illinois Bell Telephone Co.	261.23
88-cc-1380	Illinois Bell Telephone Co.	214.61
88-CC-1382	Anderson Lock Co.	738.00
88-CC-1383	Moore's Towing	160.00
88-CC-1384	Tormohlen Motor Sales, Inc.	200.44
88-CC-1385	Safety-Kleen Corp.	42.75
88-CC-1386	Portable Tool Sales & Service, Inc.	7,406.00
88-CC-1391	Pettit, Ralene R.	45.10
88-CC-1392	Human Service Center	4,552.00
88-CC-1393	Mita Copystar America, Inc.	448.00
88-CC-1395	Southern Illinois University, Board of Trustees	89.10
88-CC-1396	Tapsco, Inc.	15,323.25
88-CC-1397	Tapsco, Inc.	13,532.73
88-CC-1398	Tapsco, Inc.	11,413.00
88-CC-1399	Tapsco, Inc.	1,827.84
88-CC-1400	Holiday Inn	43.20
88-CC-1401	McLean County Alcohol & Drug Assistance Unit, Inc.	1,841.00
88-CC-1402	Xerox Corp.	448.20
88-CC-1403	Leader Distributing, Inc.	20.16
88-CC-1406	Joseph's Beauty Supply	335.76
88-CC-1407	Joseph's Beauty Supply	162.96
88-CC-1408	Sun Refining & Marketing Co.	12.80
88-CC-1409	Prairie Council on Aging	42.00
88-CC-1411	Habilitative Systems, Inc.	1,737.72
88-CC-1412	City Service, Inc.	2,724.80
88-CC-1414	Tyskiewicz, Jacek	28.00

88-CC-1415	Simpson Eye Associates	95.00
88-CC-1417	Gallagher Travel Service	65.50
88-CC-1418	Gallagher Travel Service	43.00
88-CC-1419	Community College Dist. 508	2,462.50
88-CC-1420	Bryant, Gloria	156.56
88-CC-1421	Siegel, Irwin M., M.D.	90.00
88-CC-1422	Dessauer, Carla	4,117.68
88-CC-1423	T.T. & C. Ltd., c/o Rubin & Czarnecki	1,953.66
88-CC-1424	Borhlin, George	68.10
88-CC-1427	Bertocchi Plumbing, Inc.	1,047.21
88-CC-1434	Motorola, Inc.	978.00
88-CC-1436	Western Illinois Tourism Council	34,881.80
88-CC-1437	Witt, Thomas R., M.D.	25.00
88-CC-1438	Ramada Renaissance	200.00
88-CC-1439	Ramada Renaissance	44.00
88-CC-1440	Joerns Healthcare, Inc.	397.32
88-CC-1441	B & B Electric, Inc.	4,500.00
88-CC-1448	Sheridan, Theresa A.	24.50
88-CC-1450	Sangamon State University	45.00
88-CC-1451	Crosspoint Human Services	3,614.04
88-CC-1456	A-1 Lock, Inc.	15.00
88-CC-1458	A-1 Lock, Inc.	86.25
88-CC-1459	A-1 Lock, Inc.	26.50
88-CC-1460	A-1 Lock, Inc.	26.50
88-CC-1461	A-1 Lock, Inc.	17.50
88-CC-1464	A-1 Lock, Inc.	9.05
88-CC-1465	A-1 Lock, Inc.	8.75
88-CC-1467	Sullivan, Eugene A.	143.91
88-CC-1472	Illini Supply, Inc.	692.80
88-CC-1473	Illini Supply, Inc.	405.67
88-CC-1475	Roosevelt University	6,550.00
88-CC-1476	Roosevelt University	2,300.00
88-CC-1477	Roosevelt University	1,550.00
88-CC-1478	Roosevelt University	1,525.00
88-CC-1479	Case Power & Equipment	99,913.00
88-CC-1480	Case Power & Equipment	64,072.00
88-CC-1481	Case Power & Equipment	31,425.00
88-CC-1492	Steiner Corp.	451.35
88-CC-1493	Terrace Supply	124.94
88-CC-1494	Precision Office Cleaning	1,399.93
88-CC-1497	General Telephone Co. of Illinois	234.64
88-CC-1498	Penrose Uniforms	275.40

88-CC-1501	Northeastern Illinois University	134.96
88-CC-1503	Northeastern Illinois University	1,269.90
88-CC-1504	Northeastern Illinois University	30.00
88-CC-1505	Northeastern Illinois University	61.30
88-CC-1507	Ramada Hotel-Mt. Vernon	45.68
88-CC-1509	Tapsco, Inc.	17,818.00
88-CC-1510	Tapsco, Inc.	8,976.00
88-CC-1511	Tapsco, Inc.	5,284.50
88-CC-1512	Koch Materials Co.	280.00
88-CC-1513	Monti Communications	1,048.87
88-CC-1514	Illinois Correctional Industries	774.94
88-CC-1516	Flink Co.	1,826.80
88-CC-1517	Flink Co.	561.20
88-CC-1519	Green Oil Co.	59.00
88-CC-1520	Lens Service	136.30
88-CC-1521	American White Goods Co.	761.88
88-CC-1522	Academic Press, lnc.	92.93
88-CC-1523	Merkels, Inc.	252.00
88-CC-1524	Erb Equipment	338.93
88-CC-1525	Erb Equipment	94.77
88-CC-1527	Montgomery Ward	174.94
88-CC-1528	Vista International Hotel	79.00
88-CC-1529	Airkem Professional Products	241.20
88-CC-1533	Cordi-Marian Settlement Nursery	1,832.00
88-CC-1534	McClelland, Donald K.	500.00
88-CC-1535	Instrument Sales Corp.	152.20
88-CC-1536	Greaney, Matthew	45.00
88-CC-1542	Illinois Bell Telephone Co.	773.72
88-CC-1543	Safety Systems Corp.	412.02
88-CC-1544	Communications Specialists, Inc.	200.00
88-CC-1549	Banks, Mary	507.94
88-CC-1550	Rockford Anesthesiologists	72.97
88-CC-1551	Holiday Inn Marion	86.40
88-CC-1553	Klein, William S.	14.50
88-CC-1555	Word Technology Systems	221.76
88-CC-1556	Word Technology Systems	147.84
88-CC-1558	Kadish, Marc R.	1,600.00
88-CC-1560	Great Lakes Fire & Safety Equip. Co.	42.05
88-CC-1562	Blackhawk World Travel, Inc.	530.00
88-CC-1568	Dee Supply Co., Inc.	24.00
88-CC-1569	Meyer Environmental Consultants	10,860.20
88-CC-1570	Roberts, Devorah	361.07

88-CC-1571	Young's, Inc.	872.00
88-CC-1572	Wise El Santo Co., Inc.	864.00
88-CC-1574	Cancer Care Center	2,029.60
88-CC-1575	Bancroft School	2,098.50
88-CC-1576	Corrections, Department of; Illinois Correctional Industries	280.00
88-CC-1577	Fox-Photo, Inc.	10.53
88-CC-1579	Medcentre Laboratory	98.00
88-CC-1581	Action Office Supply	134.66
88-CC-1585	Bismarck Hotel	441.90
88-CC-1586	Bismarck Hotel	513.28
88-CC-1589	Jordan, Alexander	183.00
88-CC-1590	Waukegan Welding Supply Co.	70.00
88-CC-1591	Navistar International Corp.	60,280.67
88-CC-1599	St. James Hospital Medical Center	12,219.37
88-CC-1600	St. James Hospital Medical Center	6,708.50
88-CC-1601	Roosevelt University	750.00
88-CC-1605	GMC Truck	10,957.00
88-CC-1606	Sullivan, James T.	515.10
88-CC-1607	West Publishing Co.	28.00
88-CC-1608	Apex Distributing	28,620.00
88-CC-1609	Midstate Airlines, Inc.	106.00
88-CC-1611	Baucom, Sharon K.	69.00
88-CC-1612	McNichols Clinic, Ltd.	340.00
88-CC-1613	McGuire's Reporting Service	567.00
88-CC-1614	McGuire's Reporting Service	121.40
88-CC-1615	Prairie State College	1,276.00
88-CC-1620	Woodbury's, Inc.	333.50
88-CC-1622	American White Goods Co.	1,437.12
88-CC-1623	Illinois Laborers & Contractors Training Program	3,425.00
88-CC-1624	Sheetmetal Workers International Assn.	1,500.00
88-CC-1625	Steamfitters Local 353	2,288.34
88-CC-1626	Mid-Central Illinois District Council	410.00
88-CC-1627	Plasterers & Cement Masons Local 152	3,900.00
88-CC-1628	Modern Mailing Systems, Inc.	148.35
88-CC-1629	General Electric Co. Medical Systems Group	325.03
88-CC-1630	Stinnett, Alice M.	77.50
88-CC-1631	Sears, Roebuck & Co.	2,692.20
88-CC-1632	Waubonsee Community College	12,137.00
88-CC-1634	Fohrman, Diana	19.00
88-CC-1635	Fohrman, Diana	5.00
88-CC-1638	Northeastern Illinois University	301.50

88-CC-1644	Northeastern Illinois University	131.25
88-CC-1645	Special Education Parents Alliance	359.90
88-CC-1648	Panbor Industrial Supply Co., Inc.	177.96
88-CC-1649	Columbia Pipe & Supply	297.00
88-CC-1650	Moran Equipment Corp.	415.00
88-CC-1653	Action Office Supply	465.00
88-CC-1655	Weiss, Thomas J.	117.44
88-CC-1656	Concurrent Computer Corp.	383.04
88-CC-1657	Koch Materials Co.	4,537.50
88-CC-1658	C.D.S. Office Systems	36.00
88-CC-1660	Granlund, Louise A.	137.10
88-CC-1661	Chicago, University of	1,008.33
88-CC-1663	Carey's Furniture Co., Inc.	11,100.00
88-CC-1666	Chicago, University of	3,075.00
88-CC-1669	Cleary, Mark J.	186.96
88-CC-1670	Capital Spring Service Co.	144.88
88-CC-1671	Friedman, Rose	8,531.63
88-CC-1672	Special Advance Fund	10.00
88-CC-1673	Office Store Co.	392.00
88-CC-1674	Office Store Co.	215.00
88-CC-1680	Ramada Renaissance	44.00
88-CC-1681	Woodward-Wanger Co.	34.49
88-CC-1682	G & H Production Manufacturing	4,902.95
88-CC-1683	Lincoln Land Community College	11,269.53
88-CC-1685	Ruppert, Lynn, Court Reporter	41.40
88-CC-1686	Smithkline Clinical Laboratories	763.40
88-CC-1688	Trimble Navigation	13,995.00
88-CC-1690	Vazquez, Albert	203.00
88-CC-1691	Vega, Paul	168.80
88-CC-1692	Taylorville Lions Club	861.00
88-CC-1693	Shell Oil Co.	48.30
88-CC-1696	Domash, Walter S.	88.80
88-CC-1698	Quality Care	176.00
88-CC-1699	Quality Care	41.20
88-CC-1701	Siemens Gammasonics, Inc.	33.90
88-CC-1702	Weil, Joseph, & Sons, Inc.	77.58
88-CC-1704	Stripeik, Jean E.	376.50
88-CC-1705	Leasemark, Inc.	843.60
88-CC-1706	Steider, Enrique, M.D.	25.00
88-CC-1707	Chicago, University of	1,008.33
88-CC-1709	Patterson Dental	47.53
88-CC-1712	Instrument Sales Corp.	418.80

88-CC-1714	Stone, Rick	300.00
88-CC-1716	Columbia Scientific Industries	59,130.00
88-CC-1717	Acetylene Gas Co.	354.00
88-CC-1719	Iowa Oil Co.	11.08
88-CC-1721	Cheatham, Diane	512.09
88-CC-1723	Bunge's Tire Center	728.42
88-CC-1724	Deere, John, Industrial Equipment Co.	72,826.00
88-CC-1725	King, Maureen E.	118.50
88-CC-1727	Family Services of De Kalb	14.00
88-CC-1728	Hardt Electric, Inc.	1,120.00
88-CC-1733	YMCA of Metropolitan Chicago	1,615.75
88-CC-1735	Roosevelt University	1,550.00
88-CC-1736	Sears, Roebuck & Co.	146.88
88-CC-1739	Dawn, Jesse	150.00
88-CC-1740	Duda, Greg & Nancy	120.00
88-CC-1746	Arrow Travel	358.00
88-CC-1750	Nylon Net Co.	631.19
88-CC-1752	Kellner, M. J., Co.	270.06
88-CC-1753	Kellner, M. J., Co.	17.85
88-CC-1754	Commonwealth Edison Co.	60.54
88-CC-1757	Joliet Boiler, Inc.	4,136.00
88-CC-1759	Parent Educational Advocacy Training Center	7,500.00
88-CC-1761	Karoll's, Inc.	514.50
88-CC-1763	Life Works Chemical Dependency Centers	4,869.09
88-CC-1765	Sears, Roebuck & Co.	131.94
88-CC-1766	Sears, Roebuck & Co.	53.10
88-CC-1767	Sullivan Law Directory	141.43
88-CC-1769	Koch Supplies, Inc.	325.85
88-CC-1775	Holiday Inn Elgin	130.80
88-CC-1777	Quad City Radiologists, Ltd.	161.00
88-CC-1778	Continental Airlines	308.00
88-CC-1779	Continental Airlines	163.00
88-CC-1780	Continental Airlines	86.00
88-CC-1781	Firechem, Inc.	61.50
88-CC-1783	Lawyers Cooperative Publishing Co.	1,341.55
88-CC-1784	St. James Hospital Medical Center	1,102.92
88-CC-1785	St. James Hospital Medical Center	577.18
88-CC-1786	St. James Hospital Medical Center	206.30
88-CC-1789	Orthopaedic Surgeons, Ltd.	139.00
88-CC-1790	Hoffman Brothers	314.15
88-CC-1791	Roosevelt University for Henretta Muse	750.00

88-CC-1793	Cash, Madeline	100.00
88-CC-1794	Hispano Alcoholic Services	5,328.00
88-CC-1795	Hispano Alcoholic Services	2,968.00
88-CC-1796	McGarrity, Joanne M.	2,360.00
88-CC-1799	Frayser, William	660.60
88-CC-1800	Illinois State University	10,169.63
88-CC-1801	Corporate Sources	4,416.10
88-CC-1806	Hosna, Suzanne	183.52
88-CC-1807	Springfield Hilton	88.00
88-CC-1809	Williams, Carol	20.00
88-CC-1812	McGaw, Foster G., Hospital of Loyola University of Chicago	5,628.83
88-CC-1813	McGaw, Foster G., Hospital of Loyola University of Chicago	3,892.40
88-CC-1822	Merkels, Inc.	153.45
88-CC-1826	Lukacek, Carole	20.00
88-CC-1831	Hoyleton Children's Home	892.89
88-CC-1833	Psychiatric Consultation Services	1,406.80
88-CC-1834	Gruener Office Supplies, Inc.	1,020.00
88-CC-1838	Henson Ambulance, Inc.	**78.91**
88-CC-1839	Holiday Inn Marion	46.05
88-CC-1840	Woodward Wanger Co.	337.00
88-CC-1841	Diggs Packing Co.	1,390.65
88-CC-1844	Welch, Carolyn	365.03
88-CC-1846	Wallace, Pearlean	85.00
88-CC-1851	Thornwood H.S. Bookstore	128.00
88-CC-1855	American White Goods Co.	116.04
88-CC-1859	Levingston, Pearlene	41.75
88-CC-1860	Reo Movers & Van Lines	315.00
88-CC-1863	Tabor Children's Service	900.00
88-CC-1864	Northeast Ohio Adoption Services	900.00
88-CC-1866	Illinois Laborers & Contractors Training Program	44,244.50
88-CC-1867	Sheetmetal Workers #1	10,500.00
88-CC-1868	Steamfitters Local 353	10,175.00
88-CC-1869	Carpenters Local 183	5,600.00
88-CC-1870	Cement Mason Local 152	4,225.00
88-CC-1871	Plumbers & Pipefitters Local 65	500.00
88-CC-1874	Perkin-Elmer Corp.	2,011.73
88-CC-1875	Pediatrics, Ltd.	75.00
88-CC-1876	Concurrent Computer Corp.	9,611.73
88-CC-1879	Kaskaskia College	1,581.14

88-CC-1883	Western Illinois University	8,469.70
88-CC-1887	Lake Shore Reporting Service, Ltd.	362.75
88-CC-1899	Burnham Hospital	9,346.48
88-CC-1900	Chronicle Publishing Co.	57.60
88-CC-1904	Illinois Correctional Industries	1,493.35
88-CC-1905	Illinois Correctional Industries	330.17
88-CC-1911	Murry, Martha D.	770.88
88-CC-1927	Holleb & Co.	602.00
88-CC-1931	Mt. Sinai Hospital & Medical Center	885.50
88-CC-1932	Farren Elementary School	93.00
88-CC-1933	Finn, Richard H.	455.05
88-CC-1934	Wells Engineers, Inc.	954.54
88-CC-1939	Illinois Bell Communications	2,165.85
88-CC-1942	Tech Electronics, Inc.	212.00
88-CC-1944	Upjohn Healthcare Services	144.00
88-CC-1953	Rock Island County Health Department	4,156.09
88-CC-1965	Burgeson, Mary Ann	50.00
88-CC-1966	Carroll, John W.	157.90
88-CC-1969	Puerto Rican Cultural Center	605.00
88-CC-1970	Holiday Inn Elgin	43.60
88-CC-1972	Illinois, University of, Medical Service Plan	453.00
88-CC-1975	Illinois, University of, Medical Service Plan	167.00
88-CC-1976	Illinois, University of, Medical Service Plan	112.00
88-CC-1977	Illinois, University of, Medical Service Plan	102.00
88-CC-1978	Illinois, University of, Medical Service Plan	45.00
88-CC-1980	Dee Supply Co., Inc.	221.76
88-CC-1981	IBM	2,997.00
88-CC-1985	Midland Communications	3,877.00
88-CC-2004	Whelan, Jano	199.47
88-CC-2026	IBM	5,482.00
88-CC-2040	Hyde Park Hilton	107.90
88-CC-2045	Chicorp Financial Services	13,181.60
88-CC-2047	Mossner, Alfred, Co.	46.06
88-CC-2048	Rehabilitation Institute of Chicago	203.55
88-CC-2049	Anderson Pest Control	694.00
88-CC-2059	Alarm Supply Co.	182.82
88-CC-2062	Sears, Roebuck & Co.	149.98
88-CC-2066	Accurate Reporting	236.50
88-CC-2086	Kennedy, Lt. Joseph P., Jr., School	362.10
88-CC-2087	Lozowski, Renee	146.00
88-CC-2089	McLean County Orthopedics	270.00
88-CC-2100	Sargent-Welch Scientific Co.	158.40

88-CC-2102	Silver Cross Hospital	1,149.36
88-CC-2118	Meilahn Manufacturing Co.	9,523.75
88-CC-2119	Southside Ford Truck Sales, Inc.	19,628.00
88-CC-2132	Unocal	21.04
88-CC-2133	Unocal	17.58
88-CC-2134	Unocal	15.79
88-CC-2135	Unocal	10.42
88-CC-2137	Lee, William W.	200.00
88-CC-2138	Louderman, Richard	135.51
88-CC-2142	Globe Ticket & Label Co.	893.00
88-CC-2143	Globe Ticket & Label Co.	742.00
88-CC-2144	Highsmith Co.	453.18
88-CC-2145	Illinois, University of, at Chicago	205,678.50
88-CC-2147	Rocvale Children's Home	351.32
88-CC-2148	Kendall Co. Recorder	35.00
88-CC-2150	Illinois Bell Telephone Co.	156.23
88-CC-2156	Ramada Renaissance	88.00
88-CC-2158	Phillips 66 Co.	9.69
88-CC-2162	Rocvale Children's **Home**	72.31
88-CC-2165	Xerox Corp.	1,719.17
88-CC-2170	Xerox Corp.	694.92
88-CC-2175	Xerox Corp.	544.43
88-CC-2177	Xerox Corp.	532.00
88-CC-2178	Xerox Corp.	477.34
88-CC-2179	Xerox Corp.	297.50
88-CC-2183	Xerox Corp.	269.14
88-CC-2185	Xerox Corp.	232.50
88-CC-2186	Xerox Corp.	232.50
88-CC-2187	Xerox Corp.	232.50
88-CC-2188	Xerox Corp.	181.60
88-CC-2190	Baxter Healthcare Corp.	284.28
88-CC-2191	Jackson, Bobby V.	320.00
88-CC-2197	Ricoh Corp.	124.28
88-CC-2198	Ricoh Corp.	110.00
88-CC-2207	Galesburg Sanitary District	9,719.92
88-CC-2216	Econo-Car of Chicago	149.02
88-CC-2219	Econo-Car of Chicago	55.25
88-CC-2227	Medical Service Plan; **U** of **1** College of Medicine	301.00
88-CC-2228	Medical Service Plan; U of **I** College of Medicine	150.00

88-CC-2229	Medical Service Plan; U of I College of Medicine	429.23
88-CC-2233	Medical Service Plan; U of I College of Medicine	38.00
88-CC-2239	Commonwealth Edison Co.	475.21
88-CC-2240	Holiday Inn Elgin	87.20
88-CC-2241	Safety Services	324.00
88-CC-2242	Custer Fire Protection District	581.04
88-CC-2254	Riverside Medical Center	476.20
88-CC-2261	Center for Speech and Language Disorders	60.00
88-CC-2267	Essex Inn	463.50
88-CC-2273	Potter Electric	483.00
88-CC-2275	Tapsco, Inc.	7,372.40
88-CC-2276	Tapsco, Inc.	60.48
88-CC-2278	Western Illinois University	1,372.75
88-CC-2290	Winokur, Ben, Co.	18,944.00
88-CC-2298	Jo Daviess County Recorder	21.00
88-CC-2311	United Airlines	163.00
88-CC-2320	Elligan, Dorothy	87.56
88-CC-2360	Negwer Materials	592.75
88-CC-2363	Medical Service Plan; U of I College of Medicine	499.00
88-CC-2367	Kickham Boiler & Engineering	9,800.00
88-CC-2368	Wang Laboratories	574.00
88-CC-2372	Chicago Stenographic Reporters	108.00
88-CC-2379	Bryant, Gloria	23.99
88-CC-2381	Community College Dist. 508	273.00
88-CC-2382	Community College Dist. 508	158.00
88-CC-2403	Ingalls Memorial Hospital	457.22
88-CC-2409	Johnson, Cheryl B.	167.00
88-CC-2421	St. Francis Medical Center	347.00
88-CC-2433	Moraine Valley Community College	165.30
88-CC-2434	Moraine Valley Community College	8.00
88-CC-2436	McCorkle Court Reporters, Inc.	94.50
88-CC-2438	Kennedy-King College	3,500.00
88-CC-2469	Link Clinic	39.00
88-CC-2492	Kennedy, Lt. Joseph P., Jr., School	5,334.57
88-CC-24%	Prairie State College	463.26
88-CC-2514	Frejlich, John A.	400.00
88-CC-2571	Viscosi, Richard	306.00
88-CC-2584	Trenwyth Industries	1,292.00
88-CC-2606	Gnade, Gerard R., Jr., M.D.	109.24

88-CC-2622	Lincoln **College**	**125.00**
88-CC-2624	**Xerox Corp.**	**760.00**
88-CC-2663	Community **College Dist. 508**	**273.00**
88-CC-2716	**Xerox Corp..**	**181.60**
88-CC-3276	**El Valor Corp.**	**28,690.00**

PRISONERS AND INMATES MISSING PROPERTY CLAIMS FY 1988

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-1675	McCalvin, Walter L., Jr.	$123.95
85-CC-0976	McGee-El, Michael	65.00
85-CC-1865	Moore, De Wayne	70.00
86-CC-0247	Alerte, Frank	200.00
86-CC-0365	Borges, Santos	75.00
86-CC-0445	Schroeder, Michael	104.76
86-CC-0544	Terry, Charles S., Sr.	36.98
86-CC-1051	Miller, Dean	87.00
86-CC-2739	Johnson, Michael	100.00
86-CC-3179	Scheidt, Mark	51.70
87-CC-0499	Jerez, Miguel	250.00
87-CC-0513	Romano, John	500.00
87-CC-0603	Conway, Lamont	89.95
87-CC-0638	Manis, Ken E.	75.00
87-CC-0818	Garvin, Raymond	17.50
87-CC-3633	Mosley, Ronald	25.59
87-CC-3812	Moore, De Wayne	100.00

STATE EMPLOYEES' BACK SALARY CASES
FY 1988

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.

87-02-0576	**Merseal, Nelson Steven, Jr.**	**50.25**
87-02-1371	**Considine, David D.**	**20,636.00**
87-CC-1372	**Considine, David D.**	**(Paid under claim 87-CC-1371)**
87-CC-1481	**Shaw, Jettie**	**204.12**
88-CC-2153	**Olken, Miriam R.**	**2,163.54**

REFUND CASES
FY 1988

The claims listed below arise out of audits by the Secretary of State and certain other states and Canadian provinces on prorated license fees paid by the Claimants in accordance with certain reciprocal compacts known as the International Registration Plan and the Uniform Prorate Compact. Following the audits, adjustments are made to the amounts due and previously paid. The awards made in the claims listed below are refunds for overpayment of the fees which were found due and owing the Claimants, but which the Secretary of State was unable to make the payments directly due to the exhaustion of available funds.

87-CC-1606	Midwary Cartage	$8,624.09
87-CC-1607	Erby Chancey	3,022.09
87-CC-1688	W.O.W. Enterprises	1,192.64
87-CC-1707	Taylor, Patrick	600.00
87-CC-1730	Waldron, Mark	800.00
87-CC-1948	Ford, Scott D.	3,350.00
87-CC-2132	Ingram, J. Stuart	8.00
87-CC-2142	Farrell, Joseph F.	24.00
87-CC-2462	Capodice, Helen	24.00
87-CC-2464	Eichstaedt, Genovieve K.	24.00
87-CC-2480	Harris, Richard E., Sr.	24.00
87-CC-2481	Jarvis, Michael T.	30.00
87-CC-2483	Chamberlain, Paul	24.00
87-CC-2497	Grove, Jane B.	24.00
87-CC-2501	Whorton, Squair	24.00
87-CC-2517	Zimmerman, Dorothy C.	24.00
87-CC-2520	Arnett, Ruby R.	24.00
87-CC-2521	Stilwell, Ernest J.	24.00
87-CC-2525	Young, Dorothy A.	24.00
87-CC-2530	Gill, Stephen M.	30.00
87-CC-2550	Filipkowski, Fabian	15.00
87-CC-2626	Lee, Young H.	15.00
87-CC-2633	Dailey, Julia M.	24.00

87-CC-2635	Bruce, Fannie E.	24.00
87-CC-2735	Gargaro, Bernard	24.00
87-CC-2736	Gordon, Norma	24.00
87-CC-2757	Watkins, Lula V.	24.00
87-CC-2762	Dizon, Myrna S.	45.00
87-CC-2765	Farrington, Gladys	24.00
87-CC-2766	Conforti, Margery F.	24.00
87-CC-2774	West, Margaret	24.00
87-CC-2775	Funston, Ric G.	30.00
87-CC-2784	Engleson, Robert B.	24.00
87-CC-2786	Lindner, Stephen J.	24.00
87-CC-2792	Hehn, Mildred T.	24.00
87-CC-2793	Soucie, Winifred H.	24.00
87-CC-2794	Giel, Louise K.	24.00
87-CC-2795	Weinreich, Ethel	24.00
87-CC-2796	Tolleson, Leslie G.	24.00
87-CC-2803	Augustine, Ron	1,772.21
87-CC-2806	Walther, Howard F.	24.00
87-CC-2811	Lyson, Anna M.	24.00
87-CC-2820	Clark, Marion W.	24.00
87-CC-2822	Benhart, Gladys	24.00
87-CC-2823	Cataldo, Ruth M.	24.00
87-CC-2824	Hester, Frank	24.00
87-CC-2825	Knippel, John J.	24.00
87-CC-2826	Schweigert, Violet S.	24.00
87-CC-2827	Beall, David	30.00
87-CC-2849	Van Pelt, Mary A.	24.00
87-CC-2865	Ferguson, Tony	15.00
87-CC-2870	Tomasello, Sam	24.00
87-CC-2873	Apking, Linda L.	24.00
87-CC-2874	Maniowski, Helen E.	24.00
87-CC-2875	Hinrichs, Fred W.	24.00
87-CC-2876	Earles, Evelyn J.	15.00
87-CC-2898	Berman, Lillian	24.00
87-CC-2899	Loth, Paul J.	15.00
87-CC-2904	Andersen, Elnora	24.00
87-CC-2921	Wiser, Jim R.	30.00
87-CC-2922	Strunc, Angeline S.	24.00
87-CC-2923	Nikols, Tasos	24.00
87-CC-2925	Beuke, Berniece	24.00
87-CC-2927	Cooper, Muriel A.	24.00
87-CC-2928	Giles, Frances E.	24.00

87-CC-2929	Porto, Anthoney	24.00
87-CC-2930	Brooks, Simon A.	24.00
87-CC-2933	Taylor, Ann E.	24.00
87-CC-2944	Lo Cascio, Lucille	24.00
87-CC-2945	Diestelmeier, Hazel	24.00
87-CC-2946	Akker, Helen	24.00
87-CC-2948	Cratty, Alberta M.	24.00
87-CC-2961	Moore, Mary C.	24.00
87-CC-2963	Emmett, Robert J.	24.00
87-CC-2964	Beck, Evelyn H.	24.00
87-CC-2965	Cook, Eileen G.	24.00
87-CC-2967	Becker, Kurt F.	15.00
87-CC-2968	Donoho, Burnett W., Jr.	30.00
87-CC-2983	Chinuge, David	30.00
87-CC-2990	Cook, Helen M.	24.00
87-CC-2995	Tanneberger, Carl O.	24.00
87-CC-2996	Laur, Wilma	24.00
87-CC-3005	Crippen, Sylvia M.	24.00
87-CC-3011	Oslund, Forest F.	24.00
87-CC-3045	Taylor, Joseph R.	24.00
87-CC-3048	Willman, Wilbert J.	24.00
87-CC-3049	Wilson, Eleanor	24.00
87-CC-3050	Sinks, Walter & Lucille	24.00
87-CC-3051	LaMasters, Gwyn	24.00
87-CC-3052	O'Driscoll, Marjory B.	24.00
87-CC-3062	Payne, Mary	24.00
87-CC-3063	Stein, Walter O.	24.00
87-CC-3064	Akright, Walter Verne	24.00
87-CC-3067	Woelfel, John	15.00
87-CC-3069	Owen, Francis L.	24.00
87-CC-3070	Snyder, William H.	24.00
87-CC-3071	Hampsten, Kenneth	24.00
87-CC-3072	Champan, Woodrow W. & Mary E.	24.00
87-CC-3073	Martin, Alan R.	24.00
87-CC-3074	Burgess, Carl R.	24.00
87-CC-3075	Tegtmeyer, Margaret J.	24.00
87-CC-3076	Leininger, Betty F.	24.00
87-CC-3077	Scott, Carolyn Ann	24.00
87-CC-3078	Egan, Mildred	24.00
87-CC-3079	Wegmann, Edward F.	24.00
87-CC-3080	Robbins, Lillian I.	24.00
87-CC-3081	Popowski, Emily K.	24.00

87-CC-3082	Fata, Robert & Grace	**24.00**
87-CC-3083	Kovac, John J.	24.00
87-CC-3084	Traiforos, Nick L.	24.00
87-CC-3085	Redell, Cecil R. & Loretta E.	24.00
87-CC-3086	Tiernan, Leo B.	24.00
87-CC-3087	Kellenberger, Bernard S.	24.00
87-CC-3088	Greener, Mildred G.	24.00
87-CC-3089	Lambert, Russell	24.00
87-CC-3090	Kohlbecker, Eleanor	24.00
87-CC-3091	Church, Nellie E.	24.00
87-CC-3092	Phillips, George H.	24.00
87-CC-3093	Guthrie, Juanita	24.00
87-CC-3094	Kaufman, William V.	24.00
87-CC-3095	Coble, Alyce V.	24.00
87-CC-3096	McKeithan, Daisy D.	24.00
87-CC-3097	Kaufman, Josephine	24.00
87-CC-3098	Murphy, Mary I.	24.00
87-CC-3099	Cobb, Betty J.	24.00
87-CC-3100	Spurgeon, Opal B.	**24.00**
87-CC-3101	DeWeese, Ralph M.	24.00
87-CC-3102	Burkhardt, Frank	24.00
87-CC-3103	Brokaw, Edna K.	24.00
87-CC-3104	Elliott, Orval Lee & Jane	24.00
87-CC-3105	Wilkerson, Elaine K.	24.00
87-CC-3106	Lay, Gwen F.	24.00
87-CC-3107	Wagner, Ann F.	24.00
87-CC-3108	Seebach, Delmar L. & Helen	24.00
87-CC-3133	Bright, E. Dean	24.00
87-CC-3134	Wood, Anna F.	24.00
87-CC-3135	Stearns, Vernon	24.00
87-CC-3136	Seiwell, Irene	24.00
87-CC-3137	Myers, Charles A.	24.00
87-CC-3138	Hermerding, Martha	24.00
87-CC-3139	Williams, Freddie	24.00
87-CC-3140	Bernstein, Aaron	24.00
87-CC-3141	Chamberlain, Reeta	24.00
87-CC-3142	Stehlick, Frank, Jr.	24.00
87-CC-3143	Dix, Antone	24.00
87-CC-3144	Lindquist, Winifred	24.00
87-CC-3145	Herweg, Gertrude	24.00
87-CC-3146	Ward, Mildred	24.00
87-CC-3147	Eichelberger, Wilbert	24.00

87-CC-3148	Lelm, Katie	24.00
87-CC-3149	Cole, Alma G.	24.00
87-CC-3150	Haskenhoff, Richard A.	24.00
87-CC-3151	Besse, Vivian	24.00
87-CC-3152	Potts, Ray D.	24.00
87-CC-3153	Brown, Betty	24.00
87-CC-3154	Fisher, Bernice	24.00
87-CC-3155	Sass, Wayne	24.00
87-CC-3156	Cates, Charlotte	24.00
87-CC-3157	Mack, Anton & Helen	24.00
87-CC-3158	Nevels, Vlasta	24.00
87-CC-3159	Hammond, Margarite	24.00
87-CC-3160	Ryan, Marlene	24.00
87-CC-3161	Facinelli, Dorothy	24.00
87-CC-3162	Herbert, Madeline	24.00
87-CC-3163	Coulston, William	24.00
87-CC-3164	Decatur, Mary	24.00
87-CC-3165	Lascola, Mamie	24.00
87-CC-3166	Oberts, Emily	24.00
87-CC-3167	Husak, Arthur	24.00
87-CC-3168	Kobylinski, Helen	24.00
87-CC-3169	Zuidema, Harvey	24.00
87-CC-3170	Carlson, Virginia	24.00
87-CC-3171	Buck, Harold & Patricia	24.00
87-CC-3172	Gerdes, Gladys	24.00
87-CC-3173	Coleman, Sherall	24.00
87-CC-3174	Newton, Glen	24.00
87-CC-3175	Ray, Harold G. & Joyce	24.00
87-CC-3187	Motto, Denise A.	15.00
87-CC-3189	Tremmel, Richard L.	24.00
87-CC-3190	Stewart, Opal	24.00
87-CC-3191	Baxter, Gladys	24.00
87-CC-3192	Seagraves, Madeline	24.00
87-CC-3193	Mullally, John R.	24.00
87-CC-3194	Martin, Eugene	24.00
87-CC-3195	Lowery, Adeline	24.00
87-CC-3196	Kozielek, Charles	24.00
87-CC-3197	Knight, Elmabell	24.00
87-CC-3198	Foulkes, Richard H.	24.00
87-CC-3199	Deere, Charles E.	24.00
87-CC-3200	Brown, Gerald	24.00
87-CC-3201	Bray, Maudie B.	24.00

87-CC-3202	Smith, Hazel I.	24.00
87-CC-3203	Wittmis, Lena R.	24.00
87-CC-3204	Steinman, Ethel	24.00
87-CC-3205	Shoemake, James	24.00
87-CC-3206	Sanders, Vern & Virginia	24.00
87-CC-3207	Plumley, Elizabeth	24.00
87-CC-3208	Moody, Dorothy	24.00
87-CC-3209	Edwards, Wilnettie	24.00
87-CC-3210	Chambers, Flossie	24.00
87-CC-3211	Bender, Alice	24.00
87-CC-3212	Bargetzi, Walter	24.00
87-CC-3213	Bahr, Richard	24.00
87-CC-3214	Chensky, Bert	24.00
87-CC-3215	Summers, Irma	24.00
87-CC-3216	Fera, Carmella	24.00
87-CC-3217	Narsutis, Jewel	24.00
87-CC-3218	Bobritsky, Isaak	24.00
87-CC-3219	DeRohan, Ruth	24.00
87-CC-3220	Wontowski, Lorene	**24.00**
87-CC-3221	Uberig, Kurt	24.00
87-CC-3222	Schroeder, Stanley	24.00
87-CC-3223	Roy, Kurt	24.00
87-CC-3224	Rieke, Margaret	24.00
87-CC-3225	Lossie, Evelyn	24.00
87-CC-3226	Kuzma, Bernardine	24.00
87-CC-3227	Klema, Dawne	24.00
87-CC-3228	Jewell, Marcella	24.00
87-CC-3229	Guyer, Robert	24.00
87-CC-3230	Greathouse, Frederick	***24.00***
87-CC-3231	Heath, Clarence	24.00
87-CC-3232	Wiese, Maxmillian	24.00
87-CC-3233	Wagner, Helen	24.00
87-CC-3234	Lavery, Don	24.00
87-CC-3235	Fawcett, Evelyn	24.00
87-CC-3236	Kitchen, Mildred	***24.00***
87-CC-3237	Vierck, Dorothy	24.00
87-CC-3238	Kueck, Marian	24.00
87-CC-3239	Anleitner, Lena	***24.00***
87-CC-3240	Westlund, Harold	24.00
87-CC-3241	Slouf, Lawrence	24.00
87-CC-3242	Raven, Arno	24.00
87-CC-3243	Miller, Amanda	24.00

87-CC-3244	Kasper, Helen	24.00
87-CC-3245	Johnson, Virginia	24.00
87-CC-3246	Hennessy, Mildred	24.00
87-CC-3247	Gramiak, Stanley	24.00
87-CC-3248	Goodman, Rose	24.00
87-CC-3249	DeFelice, Nick	24.00
87-CC-3250	Decker, Maud	24.00
87-CC-3251	Crawford, Raymond & Avis	24.00
87-CC-3252	Clawson, Leroy	24.00
87-CC-3253	Cavoto, Nick	24.00
87-CC-3254	Bitterman, Mildred	24.00
87-CC-3255	Besold, Katherine	24.00
87-CC-3256	Bergen, Evelyn	24.00
87-CC-3257	Tenney, Thelma	24.00
87-CC-3258	Rickards, Marion	24.00
87-CC-3259	Riggenbach, Betty	24.00
87-CC-3260	Sokolowshi, Louise	24.00
87-CC-3275	Gummersheimer, Otillia	24.00
87-CC-3276	Hughes, Mable	24.00
87-CC-3277	Fauss, Monroe	24.00
87-CC-3278	Thomson, Frances	24.00
87-CC-3279	Fosbinder, Margaret	24.00
87-CC-3280	Baker, Gladys	24.00
87-CC-3281	Swierzynski, John	24.00
87-CC-3282	Woolem, Helen	24.00
87-CC-3283	Alexander, Leslie	24.00
87-CC-3284	Hubble, Frank	24.00
87-CC-3285	Montgomery, Thelma K.	24.00
87-CC-3286	Miller, Maxine E.	24.00
87-CC-3287	Helgeson, Evelun D.	24.00
87-CC-3288	Puddicombe, Burdell	24.00
87-CC-3289	Draugel, Salome B.	24.00
87-CC-3290	Jeska, Olga	24.00
87-CC-3291	Guminski, Marcianna	24.00
87-CC-3292	Jensen, Charlotte M.	24.00
87-CC-3300	Polas, Anne	24.00
87-CC-3301	Gerrity, John	24.00
87-CC-3302	Bergeron, Rita	24.00
87-CC-3303	Stanton, Charlotte	24.00
87-CC-3304	Giarrizzo, Carmelo	24.00
87-CC-3305	Bonfiglio, Theresa M.	24.00
87-CC-3306	Diedrich, Ida	24.00

87-CC-3307	Morgan, Roland	24.00
87-CC-3308	Laux, Ida	24.00
87-CC-3309	Schenck, Irene	24.00
87-CC-3310	Marcus, Henry	24.00
87-CC-3311	Voellinger, Irene	24.00
87-CC-3312	Myers, Otis	24.00
87-CC-3313	Kirby, Goldie	24.00
87-CC-3321	Hall, Leonard M.	24.00
87-CC-3322	Schmitt, Eugene	24.00
87-CC-3323	Lackey, Genevieve	24.00
87-CC-3324	Geraci, Louise	24.00
87-CC-3325	Nelson, Andrew	24.00
87-CC-3326	Meents, Beulah B.	24.00
87-CC-3338	Johnson, Anna M.	24.00
87-CC-3339	Schiebel, Joseph	24.00
87-CC-3340	Werkheiser, Elnora A.	24.00
87-CC-3341	Lorenz, Ruth L.	24.00
87-CC-3342	Kehe, Loraine	24.00
87-CC-3343	**Lobas,** Margaret R.	24.00
87-CC-3344	Ross, Byrness	24.00
87-CC-3345	Ervin, Juanita A.	24.00
87-CC-3346	Fay, Betty M.	24.00
87-CC-3347	Jarden, Oscar	24.00
87-CC-3348	Ehrlich, Doris A.	24.00
87-CC-3349	Daily, Elfrieda E.	24.00
87-CC-3350	Caldwell, Grace	24.00
87-CC-3352	Johnson, Marie M.	24.00
87-CC-3361	Bush, Lillian	24.00
87-CC-3362	Timm, Robert C.	24.00
87-CC-3363	Garwood, Paulyne M.	24.00
87-CC-3364	Gurnett, Elsie	24.00
87-CC-3380	Palka, Lillian	24.00
87-CC-3381	Kuhlman, Geradina	24.00
87-CC-3382	Howard, Hazel B.	24.00
87-CC-3390	Jones, Mary E.	24.00
87-CC-3399	Warns, Carl	24.00
87-CC-3401	Wegner, Mildred	24.00
87-CC-3402	Smith, Robert	24.00
87-CC-3403	Milburn, Blanche	24.00
87-CC-3417	Jones, Carrie E.	24.00
87-CC-3418	Vogt, Lois E.	24.00
87-CC-3419	Marks, Virginia F.	24.00

87-CC-3421	Grenier, Edith	24.00
87-CC-3422	Lange, Alice V.	24.00
87-CC-3440	Huster, Rita A.	24.00
87-CC-3441	Bartu, Margaret	24.00
87-CC-3442	Dezynski, Irma	24.00
87-CC-3443	Nelson, Esther A.	24.00
87-CC-3444	Huston, Betty E.	24.00
87-CC-3445	Page, Myrtle	24.00
87-CC-3446	Lapinski, Theodore E.	24.00
87-CC-3449	Therriault, Bessie A.	24.00
87-CC-3451	Brehm, Esta C.	24.00
87-CC-3452	Montalbano, Celia	24.00
87-CC-3454	Banks, Helen B.	24.00
87-CC-3455	Adams, Augustana M.	24.00
87-CC-3461	Meyer, Elnora M.	24.00
87-CC-3462	Maloney, Ferrol	24.00
87-CC-3472	Schaffer, Mary	24.00
87-CC-3474	Richards, Evelyn	24.00
87-CC-3487	Tambaugh, Henri Etta	24.00
87-CC-3488	Olson, Alvina F.	24.00
87-CC-3489	Seymour, Donald	24.00
87-CC-3490	McLennan, Caroline	24.00
87-CC-3491	Sheppard, Hazel	24.00
87-CC-3505	Jarvis, G. D.	24.00
87-CC-3525	Johnson, Gregory C.	**15.00**
87-CC-3526	Giles, Albert	24.00
87-CC-3528	Rabenold, Miriam	24.00
87-CC-3559	Houghton, Virginia	24.00
87-CC-3601	Keeler, Viola A.	24.00
87-CC-3602	Bowen, Virginia	24.00
87-CC-3603	Twohey, Dorothy M.	24.00
87-CC-3610	McBride, James & Pamela	24.00
87-CC-3628	Major, Jim A.	**30.00**
87-CC-3631	Hinch, James M.	24.00
87-CC-3637	Sage, Marge M.	24.00
87-CC-3638	Hynek, Joseph	24.00
87-CC-3639	Clarkson, Gertrude A.	24.00
87-CC-3640	Rieser, Laura C.	24.00
87-CC-3641	Yundt, Helen T.	24.00
87-CC-3642	Simons, Lee W.	24.00
87-CC-3643	Welch, Luke T.	24.00
87-CC-3644	Moeller, Erwin H.	24.00

87-CC-3645	Fiene, Gladys	24.00
87-CC-3646	Sheehan, Robert G.	24.00
87-CC-3647	Coleman, Maurice J.	24.00
87-CC-3648	Nichols, Eva Bess	24.00
87-CC-3649	Lagesse, Flavis	24.00
87-CC-3650	Poole, Alma M.	24.00
87-CC-3651	Markwell, Chester L.	24.00
87-CC-3652	Jansen, Victoria	24.00
87-CC-3653	French, Dorothy M.	24.00
87-CC-3654	Landers, Guy R.	24.00
87-CC-3655	Wampler, Ruth F.	24.00
87-CC-3656	Brubaker, Elsie L.	24.00
87-CC-3657	Hinton, Edith B.	24.00
87-CC-3658	Wallace, Waunitta	24.00
87-CC-3659	Dale, Odie V.	24.00
87-CC-3660	Cooper, Rose	24.00
87-CC-3662	Boyer, Flora	24.00
87-CC-3663	Wieland, Irene	24.00
87-CC-3664	Schalu, Antoinette	24.00
87-CC-3671	Johnson, Leona W.	24.00
87-CC-3672	Cotugno, Pauline A.	24.00
87-CC-3673	Zuend, Caroline	24.00
87-CC-3674	Strege, Richard	24.00
87-CC-3675	Varga, Mary T.	24.00
87-CC-3676	Burrage, Angelo	24.00
87-CC-3677	Garnett, Adeline R.	24.00
87-CC-3678	Wadiak, Mary	24.00
87-CC-3679	Guimond, Sylvia C.	24.00
87-CC-3680	Paczak, Kathryn M.	24.00
87-CC-3681	Conaway, Joe L.	24.00
87-CC-3682	Robbins, Louise W.	24.00
87-CC-3683	Zigler, C. Maxine	24.00
87-CC-3684	Wickert, Ronal G.	24.00
87-CC-3685	Horton, Roland F.	24.00
87-CC-3686	Scroggin, Howard J.	24.00
87-CC-3687	Turner, Anna J.	24.00
87-CC-3688	Lape, E. Forrest	24.00
87-CC-3689	Bolton, Ethel J.	24.00
87-CC-3690	Haeffner, Raymond L.	24.00
87-CC-3691	Vollmer, Martha A.	24.00
87-CC-3692	Ruppert, Josephine K.	24.00
87-CC-3693	Schroeder, Esther W.	24.00

87-CC-3694	Shover, Harold M.	24.00
87-CC-3695	Ryan, John D.	24.00
87-CC-3697	Motter, Merle V.	24.00
87-CC-3698	Steiner, John H.	24.00
87-CC-3699	Johnson, Stina	24.00
87-CC-3700	Anderson, Ruth	24.00
87-CC-3701	Kimbler, Dorothy E.	24.00
87-CC-3702	DiNunzio, Joseph	24.00
87-CC-3703	Kearby, J. C.	24.00
87-CC-3704	Peters, Ruth A.	24.00
87-CC-3705	Tatum, Pearl V.	24.00
87-CC-3706	Burns, Catherine E.	24.00
87-CC-3707	Hysmith, Raymond A.	24.00
87-CC-3708	Kleinert, Ruth E.	24.00
87-CC-3709	Crownhart, Clarence F.	24.00
87-CC-3710	Borcher, Wilma E.	24.00
87-CC-3711	Clodfelter, Vernon W.	24.00
87-CC-3712	Brueggemann, Gertrude K.	24.00
87-CC-3713	Bruns, John F.	24.00
87-CC-3714	Sneddon, Beatrice M.	24.00
87-CC-3715	Fanning, Rubin C.	24.00
87-CC-3716	Thomas, Anna D.	24.00
87-CC-3717	Readel, Marie O.	24.00
87-CC-3727	Mikasinovic, Dinka	24.00
87-CC-3728	Byrd, Lynette E.	24.00
87-CC-3729	Watroba, Leo F.	24.00
87-CC-3730	Garbin, John J.	24.00
87-CC-3731	Phillips, William E.	24.00
87-CC-3732	Malicke, Betty	24.00
87-CC-3733	Metcalf, William J.	24.00
87-CC-3734	Botta, George	24.00
87-CC-3735	Ference, Josephine A.	24.00
87-CC-3736	Huebner, Victoria H.	24.00
87-CC-3737	Pagels, Ethel D.	24.00
87-CC-3738	Bernens, Ruth A.	24.00
87-CC-3739	Scheeweiss, George L.	24.00
87-CC-3740	Zinngrabe, John L.	24.00
87-CC-3741	Bastick, Catherine L.	24.00
87-CC-3742	Dombrowsky, Roy G.	24.00
87-CC-3743	Shipanik, Edwin J.	24.00
87-CC-3744	Surr, Kenneth J.	24.00
87-CC-3745	Carollo, Rose J.	24.00

87-CC-3746	Leadley, Helen A.	24.00
87-CC-3747	Smith, Martha E.	24.00
87-CC-3748	Themanson, Carl H.	24.00
87-CC-3749	Biamont, Burnal	24.00
87-CC-3750	Kalny, Roy B.	24.00
87-CC-3751	Schrage, Mary H.	24.00
87-CC-3755	National Insurance Underwriters	2,591.22
87-CC-3760	Kinman, William T.	24.00
87-CC-3761	Waters, Wilda V.	24.00
87-CC-3762	Mitchell, Charles H.	24.00
87-CC-3763	Copher, Donovan L.	24.00
87-CC-3764	Campbell, Grace E.	24.00
87-CC-3765	Miller, Leota	24.00
87-CC-3766	Lamb, Hazel	24.00
87-CC-3767	Mendez, Joe M.	24.00
87-CC-3768	Couch, William	24.00
87-CC-3769	Morgan, Maurice R.	24.00
87-CC-3770	Gladson, John C.	24.00
87-CC-3771	DeLess, Willilam E.	24.00
87-CC-3772	Williams, Harry T.	24.00
87-CC-3773	Ross, Leota	24.00
87-CC-3774	Watt, Orvilla	24.00
87-CC-3775	Johnson, Katherine E.	24.00
87-CC-3776	Weninger, Elizabeth	24.00
87-CC-3777	Allen, Elsie F.	24.00
87-CC-3778	Courtney, Ann M.	24.00
87-CC-3779	Imhoff, Arthur F.	24.00
87-CC-3780	Johnson, Harry L.	24.00
87-CC-3781	Nicholas, Paul E.	24.00
87-CC-3782	Parker, Clem L.	24.00
87-CC-3783	Venegoni, Ben	24.00
87-CC-3784	Wiggins, Maxine	24.00
87-CC-3785	Anderson, Marie	24.00
87-CC-3786	Smith, Mary Frances	24.00
87-CC-3787	Smart, Hayes	24.00
87-CC-3788	Kotek, Mildred	24.00
87-CC-3789	Davis, Ora	24.00
87-CC-3790	Adair, Ruth	24.00
87-CC-3791	Sopiarz, Ann	24.00
87-CC-3792	Burton, Roberta	***24.00***
87-CC-3793	Johnson, John A.	24.00
87-CC-3794	Gunther, Roman	24.00

87-CC-3795	Johnson, Virginia	24.00
87-CC-3796	Carlson, John	24.00
87-CC-3797	Coultrip, Harold	24.00
87-CC-3798	Storm, Amy	24.00
87-CC-3799	Kitchen, Ross	24.00
87-CC-3800	Hanke, John	24.00
87-CC-3801	Masla, Adele	24.00
87-CC-3802	Schram, Minnie	24.00
87-CC-3803	Babor, Elsie	24.00
87-CC-3804	Wagner, Marie	24.00
87-CC-3805	Mailhot, Muriel	24.00
87-CC-3806	Kampert, Lorraine	24.00
87-CC-3807	Peterson, Arthur	24.00
87-CC-3808	Hesler, Edna	24.00
87-CC-3809	Janos, Helen	24.00
87-CC-3810	Jones, Velma	24.00
87-CC-3820	Logsdon, Hazel E.	24.00
87-CC-3821	Grice, Frank	24.00
87-CC-3822	Langner, Raymond M.	24.00
87-CC-3823	Russell, Lois L.	24.00
87-CC-3824	Annis, Ila L.	24.00
87-CC-3825	Tallman, Agnes	24.00
87-CC-3826	Knapp, Bessie E.	24.00
87-CC-3827	Erb, Margaret E.	24.00
87-CC-3828	McKechan, Dorothy E.	24.00
87-CC-3829	Davis, Rosalia M.	24.00
87-CC-3830	Sizer, Albert	24.00
87-CC-3831	Smith, Glenn	24.00
87-CC-3832	Rippey, Albert F.	24.00
87-CC-3833	Smith, Alice F.	24.00
87-CC-3834	Cameron, John	***24.00***
87-CC-3835	Schobemd, Theodore	24.00
87-CC-3836	Rahn, Vera	24.00
87-CC-3837	Duesterhaus, Eleanor E.	24.00
87-CC-3838	Sleet, Lula B.	24.00
87-CC-3839	Schutte, Mazie H.	24.00
87-CC-3840	Novickas, Anthony J.	24.00
87-CC-3841	Wexler, David	24.00
87-CC-3842	Pennington, Everett M.	24.00
87-CC-3843	Davidek, George A.	24.00
87-CC-3844	Martin, Roy Harold	24.00
87-CC-3845	Guadalupe, Carmen	24.00

87-CC-3846	Hoeft, Lyle F.	24.00
87-CC-3847	Romine, Helen B.	24.00
87-CC-3848	Anderson, Mary M.	24.00
87-CC-3849	Scott, Marjorie E.	24.00
87-CC-3850	Bidle, Margaret	24.00
87-CC-3851	Newburn, Tiney E.	24.00
87-CC-3852	Bruner, Dorothy M.	24.00
87-CC-3853	Schmitt, Marie	24.00
87-CC-3854	Zdanowski, Petronella E.	24.00
87-CC-3855	Hoffman, Paul H.	24.00
87-CC-3856	Fagan, Charles D.	24.00
87-CC-3857	Machat, Thelma	24.00
87-CC-3858	Peterson, Egnar	24.00
87-CC-3859	Powers, Jesse C.	24.00
87-CC-3860	Zumstein, Margaret J.	24.00
87-CC-3861	Stochmal, Stanley S.	24.00
87-CC-3862	Collins, Clinton	24.00
87-CC-3863	Koenig, Carl F.	24.00
87-CC-3864	Kruse, Myra E.	24.00
87-CC-3873	Druetzler, Charles O.	24.00
87-CC-3874	Nauseda, Marcella E.	24.00
87-CC-3875	Feltman, Theodore R.	24.00
87-CC-3876	Fuqua, James	24.00
87-CC-3877	Berg, Isabelle C.	24.00
87-CC-3878	Hyland, Floretta I.	24.00
87-CC-3879	Tighe, Lorena E.	24.00
87-CC-3880	Shrader, Edward	24.00
87-CC-3881	Gomez, Virginia	24.00
87-CC-3882	Solomone, Maxine	24.00
87-CC-3883	Stogsdill, William	24.00,
87-CC-3884	Culli, John K.	24.00
87-CC-3885	Taylor, Alva G.	24.00
87-CC-3886	Weihrauch, Joseph	24.00
87-CC-3887	Rogers, William	24.00
87-CC-3888	Lewis, Kathleen	24.00
87-CC-3889	Hargis, Carrie	24.00
87-CC-3890	McBride, Beatrice	24.00
87-CC-3891	Strobel, Florence	24.00
87-CC-3899	Kazak, Louis	24.00
87-CC-3900	Miller, Bertha	24.00
87-CC-3901	Sadowski, Eugene	24.00
87-CC-3902	Flynn, Catherine	24.00

87-CC-3903	Torrance, Orval	*24.00*
87-CC-3904	Linden, Edna	*24.00*
87-CC-3905	Kanak, Florence	*24.00*
87-CC-3917	Leland, David	*24.00*
87-CC-3918	Chapman, Dorothy	*24.00*
87-CC-3919	Fritz, Grace D.	*24.00*
87-CC-3920	Dahlstrom, Robert	*24.00*
87-CC-3921	Canod, Marjorie	*24.00*
87-CC-3922	Guyette, Frances	*24.00*
87-CC-3923	Theisen, Beatrice	*24.00*
87-CC-3924	Amend, George	*24.00*
87-CC-3925	Osysko, Clementine	*24.00*
87-CC-3926	Seevers, Wanda	*24.00*
87-CC-3927	Fischer, Pearlie	*24.00*
87-CC-3928	Walsh, George	*24.00*
87-CC-3929	Boomgardner, George	*24.00*
87-CC-3930	Pagnano, Tony	*24.00*
87-CC-3931	Mulsoff, Eugene	*24.00*
87-CC-3932	Terran, Sam	*24.00*
87-CC-3933	Koch, Anna	*24.00*
87-CC-3934	Kredens, Margaret	*24.00*
87-CC-3935	Walsh, Helen	*24.00*
87-CC-3936	Tallman, Agnes	*24.00*
87-CC-3937	Istok, Sylvia	*24.00*
87-CC-3938	Kowal, Adam	*24.00*
87-CC-3939	Sharp, Eva	*24.00*
87-CC-3940	Smith, Earl	*24.00*
87-CC-3941	Mathias, Bertha	*24.00*
87-CC-3942	James, Irma	*24.00*
87-CC-3943	Happel, Sidney	*24.00*
87-CC-3944	Wildermuth, Edward	*24.00*
87-CC-3945	Wargo, Mary	*24.00*
87-CC-3946	Kennedy, Ann	*24.00*
87-CC-3947	Wheeler, Pauline	*24.00*
87-CC-3948	Harris, Frances L.	*24.00*
87-CC-3949	Cote, Earl	*24.00*
87-CC-3950	Brown, Ruth	*24.00*
87-CC-3951	Otto, Florence	*24.00*
87-CC-3952	Harp, Mildred	*24.00*
87-CC-3953	Anderson, Katherine	*24.00*
87-CC-3954	Moran, Dasey	*24.00*
87-CC-3955	Deford, Don	*24.00*

87-CC-3956	Byrd, Lois	24.00
87-CC-3957	Cathcart, Erin	24.00
87-CC-3958	Lowe, Mildred	24.00
87-CC-3959	Sabine, Margaret	24.00
87-CC-3962	Vitale, Leroy	24.00
87-CC-3963	Henke, Margaret	24.00
87-CC-3964	Hagberg, Arthur	24.00
87-CC-3965	Plummer, Loyce	24.00
87-CC-3966	Plebaniak, Joseph	24.00
87-CC-3967	Patton, Allene	*24.00*
87-CC-3968	Bell, Mary	24.00
87-CC-3969	Barr, Odis	24.00
87-CC-3970	Snedeker, Gay	24.00
87-CC-3971	Dreier, Raymond	24.00
87-CC-3972	Voelker, Robert	24.00
87-CC-3973	O'Donnell, Thelma	24.00
87-cc-3974	Hutchings, George	24.00
87-CC-3975	Goodman, Venita	24.00
87-CC-3976	Henrick, Clarissa	*24.00*
87-CC-3978	Shumaker, Mabel	24.00
87-CC-3979	Fields, Dorothy	24.00
87-CC-3980	Pitchford, Anna	**24.00**
87-CC-3981	Stephens, Marlon	24.00
87-CC-3982	Cole, John	24.00
87-CC-3983	Rademacker, John	24.00
87-CC-3984	Dixon, Durward, Jr.	24.00
87-CC-3985	Conner, Howard	*24.00*
87-CC-3986	Thackeray, Cletus	24.00
87-CC-3987	Allbert, William B.	24.00
87-CC-3988	Barnhart, Edith	24.00
87-CC-3989	Blumstein, Ganelle I.	24.00
87-CC-3990	Altheim, Casimir M.	24.00
87-CC-3991	Corey, Marie C.	24.00
87-CC-3992	Bruce, Orpha M.	24.00
87-CC-3993	Gorton, Robert D.	**24.00**
87-CC-3994	Hemenway, Margaret N.	*24.00*
87-CC-3995	Hillers, Bernard L.	24.00
87-CC-3996	Kallal, John B.	24.00
87-cc-3997	Kirkman, Marjorie J.	**24.00**
87-CC-3998	Liebal, Ann M.	*24.00*
87-CC-3999	Lipe, Ruth Ann	24.00
87-CC-4000	Meyer, Wilma M.	24.00

87-CC-4001	Nugent, Evelyn	*24.00*
87-CC-4002	Preucil, Edward C. and Helen J.	*24.00*
87-CC-4003	Rossetti, Martin	*24.00*
87-CC-4004	Schaefer, Jeannette H.	*24.00*
87-CC-4005	Smith, Vivian D.	*24.00*
87-CC-4006	Sondag, Victor H.	*24.00*
87-CC-4007	Ward, Lucian F.	*24.00*
87-CC-4008	Sullivan, Lila R.	*24.00*
87-CC-4009	Wascher, Elnora L.	*24.00*
87-CC-4010	Waterman, Ray	*24.00*
87-CC-4011	Wolski, Emily M.	*24.00*
87-CC-4012	Wells, Hazel H.	*24.00*
87-CC-4013	Evans, Edward	*24.00*
87-CC-4014	Rice, Lavern H.	*24.00*
87-CC-4015	Henry, Goldia M.	*24.00*
87-CC-4016	Brandon, Adelaide E.	*24.00*
87-CC-4017	Kneprath, Zelda L.	*24.00*
87-CC-4018	Franks, Emile	*24.00*
87-CC-4019	Richie, Sophie C.	*24.00*
87-CC-4020	Wilson, William	*24.00*
87-CC-4021	Verzine, Pauline K.	*24.00*
87-CC-4022	Smith, Helen M.	*24.00*
87-CC-4023	Reiman, John L.	*24.00*
87-CC-4024	Poyner, Lucille M.	*24.00*
87-CC-4025	Ostrom, Margaret B.	*24.00*
87-CC-4026	Mills, Ruth L.	*24.00*
87-CC-4027	Miller, Lorraine	*24.00*
87-CC-4028	McSwain, Dovia	*24.00*
87-CC-4029	McClain, Wilbert B.	*24.00*
87-CC-4030	Linhart, Frank	*24.00*
87-CC-4031	King, Blanche M.	*24.00*
87-CC-4032	Hull, Reba F.	*24.00*
87-CC-4033	Galassi, Theresa	*24.00*
87-CC-4034	Donofrio, Michael D.	*24.00*
87-CC-4035	Cooper, Gail L.	*24.00*
87-CC-4036	Coleman, Harrison	*24.00*
87-CC-4037	Eberle, Anna	*24.00*
87-CC-4038	Cavanagh, Donald	*24.00*
87-CC-4039	Casper, C. Walter	*24.00*
87-CC-4040	Calabrese, Cosmo	*24.00*
87-CC-4041	Butler, Everett A.	*24.00*
87-CC-4042	Ayres, Eleanor	*24.00*

87-CC-4043	Anthony, Julia M.	24.00
87-CC-4044	Anderson, James, R.	24.00
87-CC-4045	Bramlet, Mabel	24.00
87-CC-4046	Powell, Anna E.	24.00
87-CC-4053	Dillon, Georgiana R.	24.00
87-CC-4064	Budach, W. Otto	24.00
87-CC-4072	Davis, Lorene P.	24.00
87-CC-4073	Vignocchi, Mildred M.	24.00
87-CC-4074	Trottier, Henry R.	24.00
87-CC-4075	Redmon, Clyde D.	24.00
87-CC-4076	Moon, Winifred	24.00
87-CC-4077	Lovejoy, Agnes C.	24.00
87-CC-4078	Langel, David L.	24.00
87-CC-4079	Hanselman, Dorothy	24.00
87-CC-4080	Davia, Clement	24.00
87-CC-4081	O'Connor, Richard L.	24.00
87-CC-4083	Offenheiser, Harry J.	24.00
87-CC-4084	Mech, Norman J.	24.00
87-CC-4085	Reeves, Francis E.	24.00
87-CC-4086	Krecun, Selma	24.00
87-CC-4087	Obrine, Winifred M.	24.00
87-CC-4088	Desalvo, Samuel A.	24.00
87-CC-4089	Eisenberg, Woiclaw	24.00
87-CC-4090	Gray, Cora D.	24.00
87-CC-4091	Stevens, Irene W.	24.00
87-CC-4092	Triolo, William I.	24.00
87-CC-4093	Bumgarner, Dorothy M.	24.00
87-CC-4094	Oskvarek, James J.	24.00
87-CC-4095	Laning, Ednie G.	24.00
87-CC-4096	Stanford, Beatrice S.	24.00
87-CC-4097	Baczkowski, May W.	24.00
87-CC-4098	Nettz, Ellen H.	24.00
87-CC-4099	Dubson, Merle S.	24.00
87-CC-4100	Comer, Naomi E.	24.00
87-CC-4101	Pensoneau, Bertha C.	24.00
87-CC-4102	Somers, Vernon P.	24.00
87-CC-4103	Cass, Mabel J.	24.00
87-CC-4104	Bridgeman, Leo J.	24.00
87-CC-4105	Corrie, Elmer	24.00
87-CC-4106	Cook, Clara M.	24.00
87-CC-4107	Gunion, Franklin P.	24.00
87-CC-4108	McDowell, Eva L.	24.00

87-CC-4109	Wagner, Gertrude B.	24.00
87-CC-4110	Fulgham, Orvel E.	24.00
87-CC-4122	Stockton, James	24.00
87-CC-4123	Johnson, Madeleine	24.00
87-CC-4124	Courtney, Cleona	24.00
87-CC-4125	Strebel, Orville J.	24.00
87-CC-4126	Pufahl, Frances C.	24.00
87-CC-4130	Calhoun, Clifford C.	24.00
87-CC-4131	Harris, Charles	24.00
87-CC-4132	Parker, Daniel	24.00
87-CC-4133	Cummings, Margaret	24.00
87-CC-4134	Hundertmark, Mabel E.	24.00
87-CC-4135	Strobl, Dorothy K.	24.00
87-CC-4136	Orne, Ellen V.	24.00
87-CC-4137	Finke, Vilise	24.00
87-CC-4154	Franks, Roberta	24.00
87-CC-4155	Carter, Gieta Fae	24.00
87-CC-4156	Riceman, Ethel	24.00
87-CC-4163	Darnell, Adophus	24.00
87-CC-4166	Ehlers, Edward	24.00
87-CC-4176	Brown, Louis	24.00
87-CC-4177	Muller, Marie	24.00
87-CC-4191	Moore, Clara	24.00
87-CC-4192	Edison, Marsha	24.00
87-CC-4205	Henkel, Cletus	24.00
87-CC-4206	Bailey, Shirley	24.00
87-CC-4213	Rengstorf, Gertrude	24.00
87-CC-4214	Bowden, Herman	24.00
87-CC-4215	Towe, Nancy E.	24.00
87-CC-4220	Holmberg, Leola	24.00
87-CC-4225	Czech, Stephen	24.00
87-CC-4228	Rossi, Irma L.	24.00
87-CC-4234	Troop, William	24.00
87-CC-4235	Van den Hende, Louise	24.00
87-CC-4236	Gerhardt, Madeline	24.00
87-CC-4237	Young, Jacob	24.00
87-CC-4239	Maggio, Anthony J.	24.00
87-CC-4242	Krigsheuser, Mane E.	24.00
87-CC-4243	Holbrook, Lawrence A.	24.00
87-CC-4244	Ragsdale, Clyde	24.00
87-CC-4245	Joskoskie, Andrew E.	24.00
87-CC-4252	Gooch, Charles	24.00

87-CC-4253	Mayo, Thomas K.	24.00
87-CC-4254	Price, John H.	24.00
87-CC-4255	Lesher, Harry J.	24.00
87-CC-4256	Hill, Gladys	24.00
87-CC-4257	O'Connell, Mary A.	24.00
87-CC-4258	Schultz, Betty	24.00
87-CC-4259	Harbourne, Evelyn J.	24.00
87-CC-4264	Doyle, Michael P.	736.00
87-CC-4266	Vonasek, Opal	24.00
87-CC-4267	Filliman, Azalee N.	24.00
87-CC-4268	Oyler, Gale D.	24.00
87-CC-4269	McGaw, Alan D.	24.00
87-CC-4270	Spanhook, Betty	24.00
87-CC-4271	Davis, Lewis E.	24.00
87-CC-4272	Bolton, Carmen	24.00
87-CC-4273	Malone, Clyde C.	24.00
87-02-4276	Poppe, Virginia A.	24.00
87-CC-4277	Albers, William	24.00
88-CC-0021	Walicki, Jerry	30.00
88-CC-0022	McCann, Vernalee	24.00
88-cc-0023	Schauer, Vernon J.	24.00
88—cc-0024	Finkel, Violet	24.00
88-CC-0025	Pivo, Edward F.	24.00
88-CC-0026	Babcock, Irene	24.00
88-CC-0027	Aspel, Maurine C.	24.00
88-cc-0028	Nevstadt, Ervin H.	24.00
88-CC-0029	Sours, Oscar	24.00
88-CC-0030	Thompson, Joseph C.	24.00
88-CC-0031	Dalbey, Helen M.	24.00
88-CC-0036	Melander, Thomas W.	60.00
88-cc-0039	Felts, Walter	24.00
88-CC-0040	Richmond, Clara Susan	24.00
88-cc-0041	Alexander, Albert W.	24.00
88-CC-0042	Brown, Floyd O.	24.00
88-CC-0043	Mayfield, Ada	24.00
88-CC-0044	Hall, Teddy	24.00
88-cc-0045	Bracht, Louis	24.00
88-CC-0046	Birkner, Juliett A.	24.00
88-cc-0047	Sauers, Edith L.	24.00
88-CC-0048	Benson, Faith	24.00
88-cc-0049	Stroberg, Helen	24.00
88-CC-0050	Borucke, Celia L.	24.00

88-CC-0051	Mayberry, Katherine	24.00
88-CC-0052	Klecka, Gladys C.	24.00
88-CC-0053	Kaiser, Earl	24.00
88-CC-0054	Hoffman, James V., Sr.	30.00
88-CC-0057	Betts, Ronnie L.	30.00
88-CC-0059	Wardell, Helen	24.00
88-CC-0060	Cook, Fred R.	24.00
88-CC-0061	McDowell, Dorothy I.	24.00
88-CC-0062	Shepard, John H.	24.00
88-CC-0063	Morris, Margaret E.	24.00
88-CC-0064	McClerren, Robert G.	24.00
88-CC-0065	Carlson, Pearl L.	24.00
88-CC-0066	Blood, Harry E.	24.00
88-CC-0067	Tumbarello, Tony A.	24.00
88-CC-0068	Szewczyk, Osyp	24.00
88-CC-0069	James, Lucille	*24.00*
88-CC-0070	Stadel, Verle	24.00
88-CC-0071	Verachtert, John A.	24.00
88-CC-0072	Kiefer, Peter E.	24.00
88-CC-0073	Redmond, Bernice R.	24.00
88-cc-0074	Vydra, Florence M.	24.00
88-CC-0075	Daglas, Chryssoula	24.00
88-CC-0076	Phee, Mary L.	24.00
88-CC-0077	Godlewski, Mary	24.00
88-CC-0081	Cowan, Robert S.	24.00
88-CC-0082	Walter, Helen M.	24.00
88-CC-0083	Downs, S. Susan	24.00
88-CC-0093	Kardelis, Bernice T.	24.00
88-cc-0094	Awe, Bertha	24.00
88-cc-0095	Minton, Thelma	24.00
88-CC-0096	Carlson, Doris R.	24.00
88-CC-0109	Chase, Daniel W.	30.00
88-CC-0115	Beck, Dennis	45.00
88-CC-0116	Sundermeyer, Camelia	24.00
88-CC-0117	Peterson, Helen M.	24.00
88-CC-0118	Whittington, Mildred C.	24.00
88-cc-0119	Hartman, Grover	24.00
88-cc-0120	Burington, Alice C.	24.00
88-cc-0121	Schmieg, Evelyn Ann	24.00
88-CC-0128	Garritano, Febronia B.	24.00
88-CC-0129	Blalock, Carlissle A.	24.00
88-cc-0133	Shields, L. Mildred	24.00

88-cc-0134	Leslie, Gertrude R.	24.00
88-CC-0145	Vick, Frances M.	24.00
88-CC-0149	King, Mary C.	24.00
88-CC-0150	Melchi, Helen M.	24.00
88-CC-0151	Kennebrew, Aaron A.	30.00
88-CC-0153	Joost, Erna	24.00
88-cc-0163	Just, Mark	15.00
88-cc-0165	Cecil, Charles	24.00
88-CC-0166	Gardner, Harvey, Sr.	24.00
88-CC-0168	Mosley, Carolyn E.	24.00
88-CC-0169	Englehaupt, Dena	24.00
88-CC-0170	Flynn, Beulah	*24.00*
88-CC-0171	Swafford, Paul	24.00
88-CC-0172	Jocius, Carolyn	24.00
88-cc-0183	Maples, Mary M.	24.00
88-cc-0184	Reeise, Eddie C.	24.00
88-cc-0185	Houseman, Hubert H.	24.00
88-cc-0186	Ayres, Grace A.	24.00
88-CC-0187	Sipes, Carl L.	24.00
88-cc-0188	McGee, Gertrude D.	24.00
88-cc-0202	Hoekstra, Leona	24.00
88-CC-0203	Kitzman, Rachel R.	24.00
88-cc-om	Johnson, Dolly M.	24.00
88-CC-0205	Hoagland, Mable	24.00
88-cc-0206	Kidd, Anna Ruth	24.00
88-CC-0207	Standley, Irwin W.	24.00
88-CC-0208	Kunz, Dorothy M.	24.00
88-cc-om9	Hoemann, Evelyn R.	24.00
88-cc-0210	Jordan, Henrine T.	24.00
88-cc-0211	Dudlak, Dons I.	24.00
88-cc-0212	Weekly, Albert R.	24.00
88-CC-0213	Rohlfs, Donald G.	24.00
88-CC-0216	Ballard, Leone M.	24.00
88-CC-0217	Kraus, Margaret C.	24.00
88-CC-0218	Webb, Fannie I.	24.00
88-CC-0219	Punke, Bernadine M.	24.00
88-CC-0222	Lewis, Beatrice C.	24.00
88-cc-0223	Pankow, Clarence H.	24.00
88-CC-0226	Hutchinson, Richard L.	24.00
88-CC-0227	Bolliger, Emma	24.00
88-cc-0240	Wilson, Sallie	24.00
88-cc-0241	Stickgold, Hilda I.	24.00

88-CC-0242	Smith, Raymond K.	
88-CC-0243	Flaminio, Emma A.	24.00
88-CC-0244	Brown, Pauline	24.00
88-CC-0245	Gangister, Pearl M.	
88-CC-0246	Minton, George E.	
88-CC-0247	Sweda, Ruth E.	
88-cc-0250	Taylor, Ruby G.	
88-CC-0252	Yerke, Herbert L.	24.00
88-CC-OW	Clingingsmith, Elnora	24.00
88-CC-0256	Newman, George	24.00
88-CC-0257	Zoellick, Lorene	24.00
88-CC-0267	Criss, Edith K.	24.00
88-CC-0275	Deland, Harriett F.	24.00
88-CC-0276	Domin, Antoni	24.00
88-CC-0281	Palermo, Albert	24.00
88-CC-0283	Cooper, Clara L.	24.00
88-cc-0284	Derganc, Martin M.	24.00
88-CC-0292	Brainerd, Gertrude P.	48.00
88-CC-0293	Kinsman, Ruth	24.00
88-CC-0296	Litke, Betty J.	24.00
88-CC-0297	Shanks, Ella Mae	24.00
88-CC-0306	Pyszka, Peter J.	24.00
88-CC-0312	Kajtaniak, Ray M.	24.00
88-CC-0313	Twardowski, Paul	24.00
88-CC-0320	Sorrentino, Walter G.	24.00
88-CC-0322	Wesler, Ann	24.00
88-cc-0338	Curescu, Dumitru	30.00
88-cc-0353	Karkos, Lorraine M.	24.00
88-cc-0354	Combs, Margaret	24.00
88-cc-0355	Beiermann, Fern A.	24.00
88-CC-0356	Whetzel, Eugene S.	24.00
88-CC-0357	Martin, Frances W.	24.00
88-CC-0360	Wilhoyt, Alta J.	24.00
88-CC-0361	Combs, Eileen	24.00
88-CC-0363	Hassler, Sylvester	24.00
88-cc-0364	Hoots, Bonita H.	24.00
88-CC-0365	Barth, Billye N.	24.00
88-CC-0366	Smith, Daisy H.	24.00
88-CC-0367	Van Voorst, Verna	24.00
88-CC-0369	Carroll, Goldie	24.00
88-CC-0370	Cordum, Florence L.	24.00
88-CC-0371	Clearwater, Louis E.	24.00

88-CC-0372	Carlen, Dora N.	24.00
88-CC-0373	Eggert, Millie J.	24.00
88-CC-0375	Karcher, Arthur V.	24.00
88-CC-0376	Culich, Blanche A.	24.00
88-CC-0377	Williams, Willie	24.00
88-CC-0379	Wietor, Marion E.	24.00
88-CC-0384	Marbach, Lorraine	24.00
88-CC-0387	Miller, Rowena H.	24.00
88-CC-0388	Carlton, Forrest D.	24.00
88-CC-0389	Carlton, Harold W.	24.00
88-CC-0390	Angeloff, Louise M.	24.00
88-CC-0391	Roig, Rogelio	24.00
88-CC-0392	Card, Albina	24.00
88-CC-0393	Kollmann, Esther P.	24.00
88-CC-0394	Mattingly, Ruth	24.00
88-CC-0395	Stephens, Sarah	24.00
88-CC-0400	Bray, Dolores	24.00
88-CC-0401	Lind, Leslie	24.00
88-CC-0402	Jaszkowski, Henry	24.00
88-CC-0403	Bannach, Frank X.	24.00
88-CC-0412	Thompson, E. J. M., Rev.	30.00
88-CC-0413	Kluth, William E.	30.00
88-CC-0414	Darnell, Virginia R.	24.00
88-CC-0415	Dyer, Ella	24.00
88-CC-0416	Pinkston, Charles E.	24.00
88-CC-0417	Holden, Bette V.	24.00
88-CC-0418	Laird, A. Leonard	24.00
88-CC-0422	Buis, Margery L.	24.00
88-cc-0423	Ludolph, Rita M.	24.00
88-CC-0424	Moburg, Edna O.	24.00
88-CC-0425	Stalets, Doris L.	24.00
88-CC-0426	Wiley, Minnie Viola	24.00
88-CC-0427	Glitman, Simon	24.00
88-CC-0428	Bartel, Hazel	24.00
88-CC-0430	Velasco, Alfonso I., III	24.00
88-CC-0431	Wright, Maxine	24.00
88-CC-0433	Walker, Bettina L.	48.00
88-CC-0434	Reinke, Ruth	24.00
88-CC-0435	Michalski, Estelle M.	24.00
88-CC-0436	Koeppl, Helene M.	24.00
88-cc-0437	Matishak, Felix A.	24.00
88-CC-0440	Lotz, Gertrude	24.00

88-CC-0441	Nash, Thomas A.	24.00
88-CC-0447	Snell, Charlene M.	24.00
88-CC-0448	Metz, Charles	24.00
88-CC-0449	Anderson, Bertha M.	24.00
88-CC-0451	Rush, Earl	24.00
88-CC-0452	Smith, John F.	24.00
88-CC-0461	Parker, Herble M.	24.00
88-CC-0462	Cooley, James H., Sr.	24.00
88-CC-0463	Stivers, Erma R.	24.00
88-CC-0465	Berger, Henry D.	24.00
88-CC-0466	Lietz, Arthur E., Sr.	24.00
88-CC-0467	Schaffenberger, Adolpha	24.00
88-CC-0468	Machnich, Angela	24.00
88-CC-0469	Allen, Velma E.	24.00
88-CC-0470	Peterson, May M.	24.00
88-CC-0473	White, Mary E.	24.00
88-CC-0476	Carter, William E.	24.00
88-CC-0477	Bucchianeri, Anna	24.00
88-CC-0478	Epperheimer, Marian E.	24.00
88-cc-0479	Brant, Ellarea	24.00
88-CC-0497	Thompson, Mary M.	24.00
88-CC-0502	Cronen, Rose	24.00
88-CC-0507	Balough, Katherine	24.00
88-CC-0510	Melavic, Peter J.	24.00
88-CC-0513	Schlich, Shirley J.	24.00
88-CC-0529	Anderschat, Albert W.	24.00
88-CC-0530	Townsend, Robert	24.00
88-CC-0531	Pozin, Zelda	24.00
88-CC-0532	Braden, Elmer	24.00
88-CC-0533	Doyle, Helen	24.00
88-CC-0534	B & B Rigging	3,009.84
88-CC-0539	Hedrick, Emma M.	24.00
88-CC-0544	Fisher, William	24.00
88-CC-0546	Moyer, Roy E.	24.00
88-CC-0554	Shipman, Alma	24.00
88-CC-0555	Pitchford, Anna E.	24.00
88-CC-0560	Walz, Bertha M.	24.00
88-CC-0561	Dubson, Merle S.	24.00
88-CC-0562	Whitehall, Louis A.	24.00
88-CC-0577	Maldonado, Felipe	15.00
88-CC-0579	Hayes, Frances E.	24.00
88-CC-0590	Milich, John	24.00

88-CC-0591	Mathews, Esther	24.00
88-CC-0592	Izydorski, Eleanor B.	24.00
88-CC-0607	Watkins, Lorene	24.00
88-CC-0609	Healy, Wanda L.	24.00
88-CC-0610	Hodge, Charles E.	30.00
88-CC-0611	Ward, Edward	15.00
88-CC-0629	Absher, Harrison	24.00
88-CC-0636	Akins, Calvin	30.00
88-CC-0638	Bishop, Raymond A.	30.00
88-CC-0641	McPheron, Greg	30.00
88-CC-0642	Whitler, Delsie	24.00
88-CC-0662	Schmitt, Adella J.	24.00
88-CC-0668	Benson, Paul D.	24.00
88-CC-0669	Haycraft, B. Betty	24.00
88-CC-0670	Outhouse, Talmadge	24.00
88-CC-0671	Jenkins, David J.	30.00
88-CC-0672	Garcia, Gaudalupe	30.00
88-CC-0676	Shafer, Kelly J.	30.00
88-CC-0688	Stanczak, David S.	30.00
88-CC-0690	Horn, Leroy R.	**24.00**
88-CC-0700	Gabralczyk, Hildegard H.	***24.00***
88-CC-0737	Lowe, Verla J.	***24.00***
88-CC-0738	Katz, Denise	48.00
88-CC-0776	Rutledge, Richard D.	24.00
88-CC-0777	Mathews, Helen I.	24.00
88-CC-0778	Bilas, Emerald	24.00
88-CC-0779	Jebe, Howard S.	24.00
88-CC-0780	Grandstaff, James R., Sr.	24.00
88-CC-0781	Moore, Allen J.	30.00
88-CC-0782	Donnan, Ronald L.	30.00
88-CC-0788	Alaniz, Anthony	60.00
88-CC-0792	Fitzsimmons, Irene	24.00
88-CC-0793	Persson, Barbara A.	24.00
88-CC-0794	Stith, Virginia M.	24.00
88-CC-0795	Gonzalez, Alvino Q.	***24.00***
88-CC-0796	Lacey, Bernadine B.	24.00
88-CC-0797	Brewer, Mary M.	24.00
88-CC-0798	Shank, Dorothy A.	24.00
88-CC-0799	Crnkovich, Agnes C.	24.00
88-CC-0800	Ogean, Keith J.	30.00
88-CC-0801	Kaperonis, Demetrius	24.00
88-CC-0802	Garofalo, Alfred	24.00

88-CC-0803	Fracchia, Filippo	24.00
88-CC-0804	Chick, Barbara M.	24.00
88-CC-0805	Sward, Betty J.	24.00
88-CC-0806	Wulf, Henry	24.00
88-CC-0807	Tingsley, Bernice M.	24.00
88-CC-0808	Baptist, Mildred M.	24.00
88-CC-0810	Hatter, Helen O.	24.00
88-CC-0811	Winter, H. Coy	24.00
88-CC-0812	Uhrich, Beverly J.	24.00
88-CC-0823	Thomas, Roman T.	24.00
88-CC-0824	Lange, June I.	24.00
88-CC-0825	Dittman, Anna M.	24.00
88-CC-0826	Harris, Iris J.	24.00
88-CC-0827	Dowdy, Billy R.	24.00
88-CC-0828	Theodosis, Christ	24.00
88-CC-0829	Davis, Frank P.	24.00
88-CC-0830	Ray, Wade	24.00
88-CC-0831	Ewen, Mary E.	24.00
88-CC-0832	Miller, A. Alverene	24.00
88-CC-0833	Lee, Marie D.	24.00
88-CC-0834	Changnon, Helen L.	24.00
88-CC-0835	O'Brien, Lorraine M.	24.00
88-CC-0836	Armstrong, Margaret A.	24.00
88-CC-0837	Ash, Mathilda J.	24.00
88-CC-0838	Krause, Clarence D., Jr.	15.00
88-cc-0842	Pilcher, Emilie	24.00
88-CC-0874	Modglin, Whitla C.	24.00
88-CC-0875	Teague, Madge	24.00
88-CC-0876	Sisk, Archie	24.00
88-CC-0877	Schubert, Gertrude	24.00
88-CC-0878	Romans, Alex F.	24.00
88-CC-0879	Swanson, Ruth I.	24.00
88-CC-0880	Schoonhovern, Marie	24.00
88-CC-0884	Kehart, Frances M.	24.00
88-CC-0885	Peddicord, Catherine	24.00
88-CC-0899	Serwa, Frank J.	24.00
88-CC-0901	Sunstrom, Ruth I.	24.00
88-CC-OW2	Powell, Willa Mae	24.00
88-CC-0903	Weiss, John J.	24.00
88-CC-0905	Landon, Ida E.	24.00
88-CC-0907	Romme, Martin J.	24.00
88-CC-OW8	Shackelford, Mary F.	24.00

88-CC-0916	Bradley, Lula M.	24.00
88-CC-0917	Ball, Clifton V., Sr.	24.00
88-CC-0918	Preston, Ida M.	24.00
88-CC-0921	Freeman, Helen M.	24.00
88-CC-0922	Yankee, Fred	24.00
88-CC-0936	Zahnle, Agnes C.	24.00
88-CC-0937	Edelman, Joel	24.00
88-CC-0942	Martin, Annabelle E.	24.00
88-CC-0962	Bell, Willie & Ellistine	24.00
88-CC-0979	Giometti, Sophie	24.00
88-CC-0980	Gracia, Gilbert	24.00
88-CC-0981	Hermes, Roseanne M.	24.00
88-CC-1020	Bottenberg, Edwin C.	24.00
88-CC-1021	Sanders, Eva L.	24.00
88-CC-1043	Garcia, Mario A.	30.00
88-CC-1092	Johnson, Evelyn	24.00
88-CC-1163	Hall, Anne B.	24.00
88-CC-1176	Ryback, Sophie	24.00
88-CC-1220	Mobed, James	48.00
88-CC-1242	Woomer, Martha M.	24.00
88-CC-1267	Jones, Dennis A.	30.00
88-CC-1268	Tatum, Wilson	24.00
88-CC-1269	McGahey, Osmond B.	24.00
88-CC-1270	Schafer, Roy E.	24.00
88-CC-1271	Walker, Ward R.	*24.00*
88-CC-1275	Carney, Marla L.	30.00
88-CC-1300	Menkosky, Vivian D.	*24.00*
88-CC-1301	Hochmuth, Carl	*24.00*
88-CC-1302	Miller, Loretta	24.00
88-CC-1321	Lane, Tillie A.	24.00
88-CC-1322	Pieszchalki, Leo J.	24.00
88-CC-1323	Crockett, Emily	24.00
88-CC-1324	Heet, Aurelia L.	24.00
88-CC-1325	Carter, Henry	24.00
88-CC-1326	Rabiansky, Anna C.	*24.00*
88-CC-1332	Roberts, Gary R.	**30.00**
88-CC-1339	Pryor, Dorothy	24.00
88-CC-1340	Leung, Kow	*24.00*
88-CC-1341	Winterstein, Gertrude	24.00
88-CC-1342	Beveridge, Margaret	24.00
88-CC-1343	Harrington, Eleanor	24.00
88-CC-1344	Tomlinson, Julia	24.00

88-CC-1345	Cunningham, Mildred	24.00
88-CC-1346	Mockabee, Ruth J.	24.00
88-CC-1387	Peck, Anne R.	24.00
88-CC-1389	Allen, Armean	24.00
88-CC-1390	Emmett, Fannie Isabel	24.00
88-CC-1404	Boeving, Alice M.	24.00
88-CC-1413	Vogel, Russell C.	30.00
88-CC-1428	Carr, Mary	24.00
88-CC-1431	Benedetto, Josephine C.	24.00
88-CC-1432	Monarch Chair & Bed Co.	48.00
88-CC-1449	Fishman, Dorothy L.	24.00
88-CC-1466	Mann, Thelma I.	24.00
88-CC-1495	Dunalvey, L. C.	24.00
88-CC-1496	Gacerich, Lorene E.	24.00
88-CC-1546	Dory, Albina	24.00
88-CC-1547	Germansen, Alyce	24.00
88-CC-1604	Robinson, Marion	24.00
88-CC-1665	Macknyk, James	30.00
88-CC-1677	Fong, Edward L.	30.00
88-CC-1797	Robertson, William S.	24.00
88-CC-1848	Partak, Karen L.	30.00
88-CC-1849	Bertoncini, Carmie M.	24.00
88-CC-1857	Telger, Louis J.	24.00
88-CC-1914	Young, John P.	30.00
88-CC-1958	Foster, Lucile	24.00
88-CC-1995	Agne, Harold G. K.	24.00
88-CC-2021	Mosley, Claudia M.	24.00
88-CC-2034	Chatman, Ralph	24.00
88-CC-2035	Carls, Clarence C.	24.00
88-CC-2037	Vander Schoot, Henrietta	24.00
88-CC-2038	Schmidt, Anne	24.00
88-CC-2051	Holub, Arthur J.	24.00
88-CC-2052	Perkins, Rubye	24.00
88-CC-2053	Hoedebecke, Lucile	24.00
88-CC-2054	McCarthy, Esther	24.00
88-CC-2060	Pulcher, Frank	24.00
88-CC-2061	Magnuson, John R.	24.00
88-CC-2120	Caruso, Anna M.	30.00
88-CC-2159	McKeever, Leslie R.	24.00
88-CC-2331	Hosier, Robert C.	48.00
88-CC-2580	Seno, Louis	24.00
88-CC-2612	Chappell, Richard	24.00

88-CC-2618	Braun, Trula M.	24.00
88-CC-2626	McClullough, Clara M.	24.00
88-CC-2633	Hector, Gladys E.	24.00
88-CC-2635	Odey, Kenneth L.	24.00
88-CC-2636	Dale, Nadia	24.00
88-CC-2638	Misek, Charles J.	24.00
88-CC-2639	Hampton, Wanita L.	24.00
88-CC-2640	Prosser, Horace V.	24.00
88-CC-2641	Unsicker, Esther K.	24.00
88-CC-2642	Banchy, Byrl I.	24.00
88-CC-2643	Wilson, Eve M.	24.00
88-CC-2644	Cazel, Margaret J.	24.00
88-CC-2645	Ekdahl, Roland E.	24.00
88-CC-2646	Zoch, Wanda J.	24.00
88-CC-2647	Mull, Velma M.	24.00
88-CC-2648	Evans, Guy C.	24.00
88-CC-2649	Adolphson, John A.	24.00
88-CC-2650	Bernberg, Lucile	24.00
88-CC-2651	Poulter, Ben O.	24.00
88-CC-2652	Flasz, Helen J.	24.00
88-CC-2653	Jones, Lewis W.	24.00
88-CC-2654	Grabowski, Casimir	24.00
88-CC-2689	Ludwig, Paul S.	24.00
88-CC-2693	Pomilia, Jessie	24.00
88-CC-2694	Johnson, Frank E.	24.00
88-CC-2695	Dahm, Leona G.	24.00
88-CC-2696	Skoog, Mildred C.	24.00
88-CC-2697	Lehto, Kathaleen	24.00
88-CC-2698	Moore, Ward	24.00
88-CC-2699	Carnduff, Frances M.	24.00
88-CC-2700	Stover, Blanche K.	24.00
88-CC-2701	Schroeder, Mildred T.	24.00
88-CC-2702	Sutton, Bernice	24.00
88-CC-2703	Mueller, August J.	24.00
88-CC-2704	Thomas, Helen	24.00
88-CC-2738	Delgado, Jesus R.	24.00
88-CC-2739	Kirsch, Henry, Sr.	24.00
88-CC-2740	Kaczmarski, Roman W.	24.00
88-CC-2741	Davison, Robert F.	24.00
88-CC-2742	Johnson, Mary C.	24.00
88-CC-2743	Small, Frances M.	24.00
88-CC-2744	Hernandez, Jose S.	24.00

88-CC-2745	Zemaitis, Joseph	24.00
88-CC-2746	Klein, Dorothy P.	24.00
88-CC-2747	Pulcher, Blanche A.	**24.00**
88-CC-2748	Fluck, Charles T.	24.00
88-CC-2749	Ramsey, Dorothy G.	24.00
88-CC-2750	Hoffman, Elvin & Audrey	24.00
88-CC-2755	Danielewicz, Mieczyslaw	24.00
88-CC-2758	Hausman, Chester A.	**24.00**
88-CC-2759	Smith, Harry A.	24.00
88-CC-2760	Bick, Glen E.	24.00
88-CC-2761	Parchman, R. B.	24.00
88-CC-2766	Warfel, Viola K.	24.00
88-CC-2774	Kacer, Anita L.	24.00
88-CC-2775	Zuiden, Burton Van	24.00
88-CC-2776	Muhlenbruch, Donald W.	**24.00**
88-CC-2777	McGrath, Annette M.	24.00
88-CC-2778	Evanoff, Stace T.	24.00
88-CC-2779	Sowers, Lee	24.00
88-CC-2780	Ginther, Eugene C.	24.00
88-CC-2781	Rardin, Bill J.	24.00
88-CC-2782	Bonner, Mary C.	24.00
88-CC-3054	Falkenberry, Rubye L.	24.00
88-CC-3055	Warren, Imogene	24.00
88-CC-3056	Hartwell, Bertha C.	24.00
88-CC-3057	Schreib, Chester W.	**24.00**
88-CC-3058	Blain, Flora B.	24.00
88-CC-3059	Hacker, Douglas	24.00
88-CC-3060	Couture, Rosalie J.	24.00
88-CC-3061	Surprenant, Geraldine	24.00
88-CC-3062	Phillips, Nolan H.	24.00
88-CC-3063	Cummings, Nellie M.	***24.00***
88-CC-3064	Swords, Ralph L.	24.00
88-CC-3065	Powers, Pauline G.	24.00
88-CC-3066	Bohnemeier, Beulah L.	24.00
88-CC-3067	Dodson, Nellie Ruth	24.00
88-CC-3068	Douglas, Nina L.	24.00
88-CC-3069	Anderson, Mildred E.	24.00
88-CC-3070	Evers, Mary	**24.00**
88-CC-3071	Honeywell, Mary L.	24.00
88-CC-3072	McCormick, Mary A.	24.00
88-CC-3073	Ross, John W., Sr.	24.00
88-CC-3074	Marchiori, Angeline	***24.00***

88-CC-3075	Kreps, Dorothy I.	24.00
88-CC-3076	Werner, Robert L.	24.00
88-CC-3077	Rose, Elizabeth V.	24.00
88-CC-3078	Hutchinson, Ethel E.	24.00
88-CC-3079	Mulligan, Wilma	24.00
88-CC-3080	DeNormandie, Hertha	24.00
88-CC-3081	Hohensee, Walter A.	24.00
88-CC-3082	Diercksmeier, John H.	24.00
88-CC-3083	McDonald, Joan D.	24.00
88-CC-3084	Perkins, Ezra	24.00
88-CC-3085	Hitzman, Emily L.	24.00
88-CC-3086	Torpe, Charles	24.00
88-CC-3087	Vos, Zaida J.	24.00
88-CC-3088	Patton, Gladys I.	24.00
88-CC-3089	Behme, Esther	24.00
88-CC-3092	Anderson, Mary G.	24.00
88-CC-3093	Swearingen, Robert A.	24.00
88-CC-3094	Burnett, Anna M.	24.00
88-CC-3095	Wiseman, Vearl O.	24.00
88-CC-3096	Gerke, Theodore	24.00
88-CC-3097	Wells, Mary L.	24.00
88-CC-3099	Howard, Thomas A. & Myrtle L.	24.00
88-CC-3100	Walz, Vera M.	24.00
88-CC-3108	Petrzelka, Frances A.	24.00
88-CC-3109	Edwards, Margaret E.	24.00
88-CC-3110	Di Pofi, Jennie	24.00
88-CC-3111	Von Behren, Gene	24.00
88-CC-3112	Bedford, Edmund G.	24.00
88-CC-3113	Adams, Florence B.	24.00
88-CC-3114	Priesbe, Helen C.	24.00
88-CC-3115	Rocco, Giuseppe	24.00
88-CC-3116	Reed, Wilma Louise	24.00
88-CC-3117	Chapman, Dwan Y.	24.00
88-CC-3118	Stoddard, Harold A.	24.00
88-CC-3119	Wallace, Beulah M.	24.00
88-CC-3130	McBride, Lillian	24.00
88-CC-3131	Larowe, Antoinette C.	24.00
88-CC-3132	Kerchner, Emily	24.00
88-CC-3133	Sola, Rita	24.00
88-CC-3134	Mills, Aveneal	24.00
88-CC-3135	Tanner, Mildred I.	24.00
88-CC-3136	Vestuto, Pauline	24.00

88-CC-3137	Karlix, Frances L.	24.00
88-CC-3138	Columbo, Connie	24.00
88-CC-3140	Barger, Vernon E.	24.00
88-CC-3141	Williams, Mattie Lee	24.00
88-CC-3142	Carpenter, Willie Mae	24.00
88-CC-3143	Homola, Catherine A.	24.00
88-CC-3144	Mosley, Artra N.	24.00
88-CC-3145	Bouwens, Edna T.	24.00
88-CC-3146	Tupa, Lillian	24.00
88-CC-3147	Schoenfeld, Georgia L.	24.00
88-CC-3183	Clark, Eleanor	24.00
88-CC-3186	Thorson, Carl G.	24.00
88-CC-3219	Maser, Jacob J.	24.00
88-CC-3220	Zahara, Walter E.	24.00
88-CC-3221	Windhorn, Elizabeth	24.00
88-CC-3223	Harris, Isaac	24.00
88-CC-3224	McHugh, Sarah L.	24.00
88-CC-3225	Kupsik, Walter J.	24.00
88-CC-3226	Peterson, Ruth D.	24.00
88-CC-3227	Janicki, Leonard T.	24.00
88-CC-3228	Nixon, Beth	24.00
88-CC-3229	Feldt, Leonard	24.00
88-CC-3230	Kleeman, Jacob J.	24.00
88-CC-3231	Goodall, Ruth C.	24.00
88-CC-3232	Greenlief, Wayne	24.00
88-CC-3244	Orosco, Mary Louise	24.00
88-CC-3248	Markow, Morine M.	24.00
88-CC-3251	Musialkiewicz, Estelle	24.00
88-CC-3259	Shannon, Oleta F.	24.00
88-CC-3284	Milostan, Roy C.	24.00
88-CC-3285	Wisler, Ethel	24.00
88-CC-3286	Meunier, Della N.	24.00
88-CC-3287	Swatek, Marie E.	24.00
88-CC-3288	Steinbeck, John	24.00
88-CC-3289	Smoczynski, Raymond	24.00
88-CC-3290	Ryan, Josephine E.	24.00
88-CC-3291	Baker, Willie	24.00
88-CC-3292	Porch, Phoebe	24.00
88-CC-3293	Volk, Myrla L.	24.00
88-CC-3294	Oldfield, Doris E.	24.00
88-CC-3295	Renshaw, Vonda	24.00
88-CC-3296	Feldman, Rochelle	24.00

88-CC-3297	Stern, Charles	24.00
88-CC-3298	Lindly, Grace E.	24.00
88-CC-3299	Anderson, Frances V.	24.00
88-CC-3300	Wilson, David C.	24.00
88-CC-3301	Wood, Moretta R.	24.00
88-CC-3302	Willard, Hazel	24.00
88-CC-3303	Kelley, Gretchen M.	24.00
88-CC-3304	Tucker, Lee	24.00
88-CC-3310	Spudeas, Helen H.	24.00
88-CC-3311	Brown, Annie B.	24.00
88-cc-3312	Peterson, Irene	24.00
88-CC-3313	Nemecek, Helen F.	24.00
88-CC-3314	Carlson, Helen	24.00
88-CC-3315	Frieling, Menno	24.00
88-CC-3316	Hood, Genevieve S.	24.00
88-CC-3317	Jones, Florence	24.00
88-CC-3349	O'Brien, Patrick J.	30.00
88-CC-3350	Byrd, Chester	24.00
88-CC-3351	Nelson, Violet	24.00
88-CC-3352	Tarzon, Eleanor	24.00
88-CC-3353	Graves, Josie B.	24.00
88-cc-3354	Bullock, Lucille M.	24.00
88-CC-3355	Hellmuth, Leona	24.00
88-CC-3356	Guy, Charles A.	24.00
88-CC-3357	Waller, P. A.	24.00
88-CC-3378	Wedding, Penny	48.00
88-CC-3385	Runyan, Garner	24.00
88-CC-3386	Zajac, Margaret C.	24.00
88-CC-3387	Caron, Verne E.	24.00
88-CC-3388	Pierce, Lowell	24.00
88-CC-3389	Nelson, Irene H.	24.00
88-CC-3390	Cox, Noel C.	24.00
88-CC-3395	Cooke, Jadwiga	24.00
88-CC-3396	Schoeneberg, Ida K.	24.00
88-CC-3406	Sears, Eudelia M.	24.00
88-CC-3407	Brooks, Velma	24.00
88-CC-3408	Noel, Shirley A.	24.00
88-CC-3409	Brown, June M.	24.00
88-CC-3412	Wheeler, Ronald L.	24.00
88-CC-3417	Stevens, Thomas	24.00
88-CC-3418	Borcherding, Howard	24.00
88-cc-3419	Hill, James	***24.00***

88-CC-3420	Bishop, Emma A.	24.00
88-CC-3421	Ramer, Dale K.	24.00
88-CC-3422	Krug, Kay	24.00
88-CC-3437	Mostovoy, Michael	24.00
88-CC-3451	Halper, Agnes M.	24.00
88-CC-3452	Zerinskas, Charles A.	24.00
88-CC-3453	Sage, Andrew	24.00
88-CC-3454	Rhem, Rose M.	24.00
88-CC-3455	Millslagle, Freida	24.00
88-CC-3456	Hochreiter, Erma B.	24.00
88-CC-3457	Nanni, Mary Jane	24.00
88-CC-3458	Bristow, Sallie	24.00
88-CC-3465	Pinkston, Eulalah B.	24.00
88-CC-3475	Clikeman, Barbara J.	24.00
88-CC-3476	Noonan, June	24.00
88-CC-3477	Johnson, Mary I.	24.00
88-CC-3478	Revis, Alma	24.00
88-CC-3487	Frey, Hedwig I.	24.00
88-CC-3488	Sobon, Eugenia L.	24.00
88-CC-3489	Lipps, Frank H.	24.00
88-CC-3490	Schuman, Forrest C.	24.00
88-CC-3491	Ellman, Leona L.	24.00
88-CC-3492	Corso, Julia	24.00
88-CC-3493	DeNeal, Nina	24.00
88-CC-3501	Baker, Bertie L.	24.00
88-CC-3504	Roby, Bena	24.00
88-CC-3505	Worley, Wesley	24.00
88-CC-3506	McCullough, Ruth	24.00
88-CC-3507	Boykins, Shirley T.	24.00
88-CC-3508	Le Roi, Violet E.	24.00
88-CC-3531	Watson, Charlotte	24.00
88-CC-3532	Rosengren, Paul L.	24.00
88-CC-3533	White, Earl E.	24.00
88-CC-3537	Zik, Earl	24.00
88-CC-3538	Erickson, Norma T.	24.00
88-CC-3541	Marsh, Eloise	24.00
88-CC-3569	Hart, Wilma P.	24.00
88-CC-3618	Carlson, Walter R.	24.00
88-CC-3619	Wolfe, Helen	24.00
88-CC-3620	Graunke, Pearl A.	24.00
88-CC-3621	Rybak, Lorraine	24.00
88-CC-3622	Rataj, Walter	24.00

88-CC-3623	Daley, Margaret H.	24.00
88-CC-3624	Mazurkiewicz, Eugene	24.00
88-CC-3625	Ryals, Lutisha	24.00
88-CC-3626	Lake, Ruth	24.00
88-CC-3627	Morris, Moreau	24.00
88-CC-3628	Thornton, Helen H.	24.00
88-CC-3629	Dorencz, Edward M.	24.00
88-CC-3630	Bonk, Sophie D.	24.00
88-CC-3631	Thomas, Willie	24.00
88-CC-3632	Rieser, Berenice M.	24.00
88-CC-3633	Hugo, Karl N.	24.00
88-CC-3642	Grinestaff, Bessy Merlene	24.00
88-CC-3643	Hymes, Faith M.	24.00
88-CC-3644	Farney, John P.	***24.00***
88-CC-3645	Davis, Clifford J.	24.00
88-CC-3646	Kammerer, Magdalen	24.00
88-CC-3647	Bibbs, Arthur, Sr.	24.00
88-CC-3648	Cederberg, Lillian **C.**	24.00
88-CC-3653	Muentnich, Lorene	***24.00***
88-CC-3658	Bettarelli, Primo	24.00
88-CC-3659	Pfab, Walter	24.00
88-CC-3660	Lanas, Mary	***24.00***
88-CC-3662	Minor, Edgar	24.00
88-CC-3680	Newchausky, Emily	24.00
88-CC-3681	Hoffman, Alma	24.00
88-CC-3682	Suwanski, Elizabeth	24.00
88-CC-3683	Blystone, Grace M.	24.00
88-CC-3684	Severson, Viola L.	24.00
88-CC-3685	Klimchuk, Peter	24.00
88-CC-3686	McElyea, Edith	**24.00**
88-CC-3687	Ball, Inez **C.**	24.00
88-CC-3688	Helfers, Marguerite **L.**	24.00
88-CC-3712	Wilson, Henrietta	24.00
88-CC-3713	Ahlm, Martin	24.00
88-CC-3714	Williams, Violet	24.00
88-CC-3746	Bellovich, Thomas	24.00
88-CC-3747	Pennell, Wilbur H.	***24.00***
88-CC-3748	Fuson, Roselyn L.	***24.00***
88-CC-3749	Kratky, Michael & Roberta	***24.00***
88-CC-3750	Greer, Joseph	***24.00***
88-CC-3751	Wolf, Rose	***24.00***
88-CC-3756	Scharder, Evelyn	24.00

88-CC-3757	Garner, Walter E.	24.00
88-CC-3771	Broaddus, Cecelia	24.00
88-CC-3773	Schneider, Jean A	24.00
88-CC-3794	Figgins, Florence	24.00
88-CC-3798	Villegas, Natividad	24.00
88-CC-3799	Hartman, Larry	24.00
88-CC-3800	Holthaus, Margaret	24.00
88-CC-3801	Caufield, George	24.00
88-CC-3802	Stengel, La Keel	24.00

MEDICAL VENDOR CLAIMS
FY 1988

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.

82-CC-1614	Thompson, Mary, Hospital	$42,000.00
82-CC-2101	McGaw, Foster G., Loyola University	302.44
83-CC-0301	Gottlieb Memorial Hospital	40,000.00
83-CC-0307	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-0329	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-0403	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-1365	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-1366	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-1367	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-2373	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
83-CC-2814	Northwest Community Hospital	11,000.00
84-CC-0006	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0083	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0088	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0290	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0298	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0300	St. Anthony Hospital	26,000.00
84-CC-0328	Northwest Community Hospital	(Paid under claim 83-CC-2814)

84-cc-0349	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0353	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
84-CC-0359	Rock Island Franciscan Hospital	15,263.45
84-CC-0376	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0377	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0378	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0384	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0392	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0409	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-cc-0411	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-CC-0418	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0420	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0640	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-cc-0681	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0750	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-0768	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-0779	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
84-cc-0851	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-1043	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
84-CC-1054	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-1139	Chicago, University of, Hospital	275,000.00
84-CC-2148	Jackson Park Hospital	50.031.28

84-CC-2210	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-2236	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-CC-2489	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
84-CC-2492	St. Anthony Hospital	(Paid under claim 84-CC-0300)
84-cc-2544	Chicago University Hospital	(Paid under claim 84-CC-1139)
84-cc-2545	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-cc-2584	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-2586	Roseland Community Hospital	1,960.28
84-CC-2619	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
84-CC-2621	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-cc-2644	Evanston Hospital	6,416.56
84-CC-2775	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
84-CC-2776	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-2832	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-2856	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-3230	Central DuPage Hospital	9,416.25
84-cc-3237	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-3242	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-3248	Northwest Community Hospital	(Paid under claim 83-CC-2814)
84-cc-3395	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
84-CC-3413	Gottlieb Memorial Hospital	(Paid under claim 83-cc-0301)
84-cc-3442	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
84-CC-3445	Christ Hospital	9,500.00

84-CC-3530	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-3532	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-cc-3534	Chicago University Hospital	(Paid under claim 84-CC-1139)
84-cc-3535	Chicago University Hospital	(Paid under claim 84-CC-1139)
84-CC-3586	Jackson Park Hospital	(Paid under claim 84-CC-2148)
84-CC-3587	Chicago University Hospital	(Paid under claim 84-CC-1139)
84-CC-3589	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
84-CC-3610	Alexian Brothers Medical Center	40,000.00
84-CC-3614	Belmont Community Hospital	2,950.00
84-CC-3618	Northwest Community Hospital	(Paid under claim 83-CC-2814)
85-CC-0033	Jackson Park Hospital	(Paid under claim 84-CC-2148)
85-CC-0034	Chicago, University of	(Paid under claim 84-CC-1139)
85-CC-0047	St. Mary of Nazareth Hospital	11,862.94
85-CC-0048	St. Mary of Nazareth Hospital	(Paid under claim 85-cc-0047)
85-cc-0049	St. Mary of Nazareth Hospital	(Paid under claim 85-cc-0047)
85-CC-0050	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0051	St. Mary of Nazareth Hospital	(Paid under claim 85-cc-0047)
85-CC-0052	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0053	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0054	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0055	St. Mary of Nazareth Hospital	(Paid under claim 85-cc-0047)
85-CC-0056	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)

85-CC-0057	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0058	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-0047)
85-CC-0085	Chicago, University of	(Paid under claim 84-CC-1139)
85-CC-0086	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0087	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0090	Chicago, University of	(Paid under claim 84-CC-1139)
85-CC-0091	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0092	Chicago, University of	(Paid under claim 84-CC-1139)
85-CC-0093	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0095	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-CC-0096	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-cc-0099	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
85-CC-0145	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-CC-0250	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0251	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0253	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0255	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)

85-cc-0264	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0265	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
85-CC-0267	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-CC-0268	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-CC-0269	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
85-CC-0303	Highland Park Hospital	9,875.00
85-CC-0304	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
85-CC-0305	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
85-CC-0306	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
85-CC-0307	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
85-CC-0329	Mt. Sinai Hospital & Medical Center	18,300.00
85-cc-0330	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-0331	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-0334	Jackson Park Hospital	(Paid under claim 84-CC-2148)
85-CC-0374	Thompson, Mary, Hospital	(Paid under claim 84-CC-1614)
85-cc-0422	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-0423	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-0426	Jackson Park Hospital	(Paid under claim 84-CC-2148)
85-cc-0428	Northwest Community Hospital	(Paid under claim 83-CC-2814)
85-CC-0429	Henrotin Hospital	1,780.00

85-CC-0430	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-0433	Copley Memorial Hospital	469.48
85-CC-0521	Wabash General Hospital	15,000.00
85-CC-0523	St. James Hospital	11,000.00
85-CC-0524	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-CC-0525	Copley Memorial Hospital	1,858.64
85-CC-0619	Illinois Masonic Medical Center	581.10
85-cc-0697	Chicago, University of	(Paid under claim 84-CC-1139)
85-cc-1099	Jackson Park Hospital	(Paid under claim 84-CC-2148)
85-CC-1101	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-1104	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-1107	St. James Hospital	(Paid under claim 85-CC-0523)
85-CC-1251	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-cc-1252	Visiting Nurse Assn. of Chicago	10,000.00
85cc-1253	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1495	Mt. Sinai Hospital	(Paid under claim 85-CC-0329)
85-CC-1497	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
85-CC-1498	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1499	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1500	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1501	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1502	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1503	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)

85-CC-1504	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1505	South Chicago Community Hospital	937.72
85-CC-1510	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1511	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1512	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1513	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1557	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1558	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1559	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1560	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1561	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1562	Alexian Brothers Hospital	(Paid under claim 84-cc-3610)
85-CC-1563	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
85-CC-1564	St. James Hospital	(Paid under claim 85-CC-0523)
85-CC-1724	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1725	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1726	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1727	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1743	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1744	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1796	Chicago University Medical Center	(Paid under claim 84-CC-1139)

85-CC-1797	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-1798	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1827	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1828	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1829	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-1897	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-1898	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-CC-1899	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-2001	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-2002	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-CC-2003	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
85-CC-2007	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-CC-2128	Sherman Hospital	27,179.08
85-CC-2129	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2130	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2131	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2132	Sherman Hospital	(Paid under claim 85-CC-2128)
85-cc-2133	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2161	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2162	Sherman Hospital	(Paid under claim 85-CC-2128)

85-CC-2163	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2164	Sherman Hospital	(Paid under claim 85-cc-2128)
85-CC-2165	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2166	Sherman Hospital	(Paid under claim 85-cc-2128)
85-CC-2167	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2168	Sherman Hospital	(Paid under claim 85-cc-2128)
85-CC-2169	Sherman Hospital	(Paid under claim 85-cc-2128)
85-CC-2170	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2171	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2172	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2173	Sherman Hospital	(Paid under claim 85-CC-2128)
85-CC-2174	Sherman Hospital	(Paid under claim 85-cc-2128)
85-CC-2212	Chicago University Hospital	(Paid under claim 84-CC-1139)
85-CC-2213	Chicago University Hospital	(Paid under claim 84-CC-1139)
85-CC-2215	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-2216	Mt. Sinai Hospital	(Paid under claim 85-CC-0329)
85-CC-2218	St. Anthony Hospital	(Paid under claim 84-cc-0300)
85-CC-2219	Jackson Park Hospital	(Paid under claim 84-CC-2148)
85-CC-2222	Belmont Community Hospital	(Paid under claim 84-CC-3614)
85-CC-2224	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-CC-2394	Illinois Masonic Medical Center	20,000.00

85-cc-2395	Illinois Masonic Medical Center	(Paid under claim 85-cc-2394)
85-cc-2424	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-cc-2425	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-2428	Anderson, Oliver C., Hospital	20,000.00
85-CC-2429	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-2430	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-2432	St. James Hospital	(Paid under claim 85-CC-0523)
85cc2531	Thompson, Mary, Hospital	(Paid under claim 82-CC-1614)
85-CC-2532	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85cc2533	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-cc-2534	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-2536	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
85-cc-2537	Anderson, Oliver C., Hospital	(Paid under claim 85-CC-2428)
85-cc-2587	St. James Hospital	(Paid under claim 85-CC-0523)
85-CC-2617	Anderson, Oliver C., Hospital	(Paid under claim 85-CC-2428)
85-CC-2619	Illinois Masonic Medical Center	(Paid under claim 85-cc-2394)
85-cc-2620	Illinois Masonic Medical Center	(Paid under claim 85-CC-2394)
85-CC-2621	Illinois Masonic Medical Center	(Paid under claim 85-cc-2394)
85-CC-2622	Illinois Masonic Medical Center	(Paid under claim 85-CC-2394)
85-CC-2623	Illinois Masonic Medical Center	(Paid under claim 85-cc-2394)
85-CC-2624	Illinois Masonic Medical Center	(Paid under claim 85-cc-2394)

85-CC-2625	Illinois Masonic Medical Center	(Paid under claim 85-CC-2394)
85-CC-2785	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-CC-2787	Anderson, Oliver C., Hospital	(Paid under claim 85-cc-2428)
85-CC-2812	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-CC-2823	St. James Hospital	(Paid under claim 85-CC-0523)
85-CC-2832	Anderson, Oliver C., Hospital	(Paid under claim 85-cc-2428)
85-CC-2884	St. Anthony Hospital	(Paid under claim 84-cc-0300)
85-cc-2885	St. Anthony Hospital	(Paid under claim 84-cc-0300)
85-CC-2912	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-CC-2914	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-CC-2916	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
85-CC-2963	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-2991	Wabash General Hospital	(Paid under claim 85-CC-0521)
85-CC-2992	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-2993	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-3024	St. Mary of Nazareth Hospital	3,500.00
85-CC-3026	St. 'Anthony Hospital	(Paid under claim 84-cc-0300)
85-CC-3027	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-3087	Highland Park Hospital	(Paid under claim 85-cc-0303)
85-CC-3088	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
85-CC-3089	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)

85-cc-3090	Chicago University Medical Center	(Paid under claim 84-CC-1139)
85-cc-3091	St. Anthony Hospital	(Paid under claim 84-CC-0300)
85-CC-3092	Anderson, Oliver C., Hospital	(Paid under claim 85-CC-2428)
86-CC-0037	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0038	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0039	Wabash General Hospital	(Paid under claim 85-CC-0521)
86-CC-0041	Jackson Park Hospital	(Paid under claim 84-CC-2148)
86-CC-0042	Alexian Brothers Hospital	(Paid under claim 84-CC-3610)
86-cc-0043	Highland Park Hospital	(Paid under claim 85-CC-0303)
86-CC-0044	Anderson, Oliver C., Hospital	(Paid under claim 85-CC-2428)
86-cc-0065	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-0176	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-0180	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
86-cc-0185	Sherman Hospital	(Paid under claim 85-cc-2128)
86-CC-0188	Sherman Hospital	(Paid under claim 85-cc-2128)
86-cc-0189	Sherman Hospital	(Paid under claim 85-cc-2128)
86-CC-0190	Sherman Hospital	(Paid under claim 85-CC-2128)
86-CC-0191	Sherman Hospital	(Paid under claim 85-CC-2128)
86-CC-0192	Sherman Hospital	(Paid under claim 85-cc-2128)
86-CC-0193	Sherman Hospital	(Paid under claim 85-cc-2128)
86-cc-0194	Sherman Hospital	(Paid under claim 85-cc-2128)

86-CC-0195	Sherman Hospital	(Paid under claim 85-cc-212s)
86-CC-0196	Sherman Hospital	(Paid under claim 85-CC-2128)
86-CC-0197	Sherman Hospital	(Paid under claim 85-CC-2128)
86-CC-0198	Sherman Hospital	(Paid under claim 85-cc-2128)
86-CC-0200	Silver Cross Hospital	1,297.40
86-CC-0270	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0293	Jackson Park Hospital	(Paid under claim 84-CC-2148)
86-CC-0413	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0414	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0421	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-0422	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-0424	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
86-CC-0488	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
86-CC-0557	Chicago University Medical Center	(Paid under claim 84-CC-1139)
86-CC-0560	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-0883	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
86-CC-1058	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1059	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1060	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1061	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1063	Jackson Park Hospital	(Paid under claim 84-CC-2148)

86-CC-1133	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1134	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1268	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1269	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1270	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1271	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1272	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1273	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1274	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1275	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1277	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1278	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1280	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-1287	Mt. Sinai Hospital & Medical Center	(Paid under claim 85-CC-0329)
86-CC-1288	Highland Park Hospital	(Paid under claim 85-CC-0303)
86-CC-1291	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
86-CC-1293	Visiting Nurse Assn. of Chicago	(Paid under claim 85-CC-1252)
86-cc-1294	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-1295	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-1424	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
86-CC-1460	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)

86-CC-1461	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-1464	St. Anthony Hospital	(Paid under claim 84-cc-0300)
86-CC-1948	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-1950	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-1952	St. Mary of Nazareth Hospital	(Paid under claim 85-CC-3024)
86-CC-1953	Jackson Park Hospital	(Paid under claim 84-CC-2148)
86-CC-1954	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-1955	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
86-CC-1990	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-1991	Chicago, University of, Medical Center	(Paid under claim 84-CC-1139)
86-CC-1994	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
86-CC-2208	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-2209	Chicago, University of, Hospital	(Paid under claim 84-CC-1139)
86-CC-2210	St. Anthony Hospital	(Paid under claim 84-cc-0300)
86-CC-2211	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2212	St. Anthony Hospital	(Paid under claim 84-cc-0300)
86-CC-2213	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
86-CC-2218	St. Anthony Hospital	(Paid under claim 84-cc-0300)
86-CC-2337	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2338	Chicago University Hospital	(Paid under claim 84-CC-1139)

86-CC-2342	St. Joseph Hospital	1,750.00
86-CC-2365	Alexian Brothers Medical Center	(Paid under claim 84-CC-3610)
86-CC-2512	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2513	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2514	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2515	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2544	St. James Hospital	(Paid under claim 85-CC-0523)
86-CC-2552	Wabash General Hospital	(Paid under claim 85-CC-0521)
86-CC-2676	Bethany Hospital	10,000.00
86-CC-2677	Bethany Hospital	(Paid under claim 86-CC-2676)
86-CC-2678	Bethany Hospital	(Paid under claini 86-CC-2676)
86-CC-2679	Bethany Hospital	(Paid under claim 86-CC-2676)
86-cc-2680	Bethany Hospital	(Paid under claim 86-CC-2676)
86-CC-2681	Bethany Hospital	(Paid under claim 86-CC-2676)
86-cc-2683	Illinois Masonic Medical Center	12,500.00
86-CC-2684	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2685	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2686	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2688	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2689	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2697	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)
86-CC-2699	Illinois Masonic Medical Center	(Paid under claim 86-CC-2683)

86-CC-2764	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2767	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2768	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2769	St. James Hospital Medical Center	(Paid under claim 85-CC-0523)
86-CC-2786	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2787	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2789	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2854	Franciscan Medical Center	(Paid under claim 84-CC-0359)
86-CC-2855	Franciscan Medical Center	(Paid under claim 84-CC-0359)
86-CC-2894	St. Anthony Hospital	(Paid under claim 84-CC-0300)
86-CC-2988	Chicago University Hospital	(Paid under claim 84-CC-1139)
86-CC-2989	Edgewater Hospital	37,000.00
86-CC-2990	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2991	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2992	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2993	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2994	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2995	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2996	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2997	Edgewater Hospital	(Paid under claim 86-CC-2989)
86-CC-2998	St. Joseph Hospital	(Paid under claim 86-CC-2342)

86-CC-3013	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3014	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3015	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3016	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3288	Visiting Nurse Assn. of Chicago	(Paid under claim **85-cc-1252)**
86-CC-3390	Evanston Hospital	**15,000**
86-CC-3391	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3392	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3393	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3394	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3395	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3408	Bethany Hospital	22,000.00
86-CC-3413	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3414	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3415	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3416	Edgewater Hospital	(Paid under claim **86-CC-2989)**
86-CC-3420	Visiting Nurse Assn. of Chicago	(Paid under claim **85-cc-1252)**
86-CC-3421	Visiting Nurse Assn. of Chicago	(Paid under claim **85-cc-1252)**
86-CC-3545	Bethany Hospital	(Paid under claim **86-CC-3408)**
86-CC-3546	Bethany Hospital	(Paid under claim **86-CC-3408)**
86-CC-3547	Bethany Hospital	(Paid under claim **86-CC-3408)**
86-CC-3548	St. Joseph Hospital	(Paid under claim **86-CC-2342)**

86-CC-3549	Bethany Hospital	(Paid under claim 86-CC-3408)
86-CC-3550	Bethany Hospital	(Paid under claim 86-CC-3408)
86-CC-3552	St. James Hospital Medical Center	(Paid under claim 85-CC-0523)
86-CC-3556	Jackson Park Hospital Medical Center	(Paid under claim 84-CC-2148)
87-CC-0013	Bethany Hospital	(Paid under claim 86-CC-3408)
87-CC-0014	Bethany Hospital	(Paid under claim 86-CC-3408)
87-CC-0015	Bethany Hospital	(Paid under claim 86-CC-3408)
87-CC-0016	Bethany Hospital	(Paid under claim 86-CC-3408)
87-CC-0020	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
87-CC-0078	Jackson Park Hospital Medical Center	(Paid under claim 84-CC-2148)
87-CC-0302	St. James Hospital	(Paid under claim 85-CC-0523)
87-CC-0303	Bethany Hospital	(Paid under claim 86-cc-3408)
87-CC-0542	Holy Cross Hospital	16,138.76
87-CC-0543	Christ Hospital	(Paid under claim 84-cc-3445)
87-CC-0865	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
87-CC-1095	Franciscan Medical Center	(Paid under claim 84-cc-0359)
87-CC-1189	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
87-CC-1331	Riverside Medical Center	133.35
87-CC-1344	Riverside Medical Center	4,996.28
87-CC-1349	Riverside Medical Center	(Paid under claim 87-CC-1344)
87-CC-1350	Riverside Medical Center	(Paid under claim 87-CC-1344)
87-CC-1655	Lend Medical Services	545.00
87-CC-1885	Evanston Hospital	(Paid under claim 86-CC-3390)

87-CC-1888	Evanston Hospital	(Paid under claim 86-CC-3390)
87-CC-2032	Scheub, John, M.D.	102.60
87-CC-2759	Franciscan Medical Center	(Paid under claim 84-cc-0359)
87-CC-2891	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
87-CC-2892	Evanston Hospital	(Paid under claim 86-CC-3390)
87-CC-2919	Krans, David, M.D.	82.08
87-CC-2959	Kochanski, Siiri M.	580.00
87-CC-2960	Kochanski, Siiri M.	760.00
87-CC-3179	Dawson, William J., M.D.	360.00
87-CC-3406	Central Baptist Children's Home	636.44
87-CC-3429	Gottlieb Memorial Hospital	(Paid under claim 83-CC-0301)
87-CC-4169	Visiting Nurse Assn. of Chicago	(Paid under claim 85-cc-1252)
88-CC-0238	Evanston Hospital	7,086.08

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 1988

(No. 87-CV-0229—Claimant awarded $812.67.)

In re APPLICATION OF FERN *M*. SEBER

Order filed April 22,1987.

Order filed September 2,1987.

FERN M. SEBER, ***pro se***, for Claimant.

NEIL F. HARTIGAN, Attorney General **(SALLIE MANLEY,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—law ***enforcement officials must be notified within*** 72 ***hours of crime.*** Pursuant to section 76.1(b) of the Crime Victims Compensation Act, a person seeking compensation under the Act must show that the appropriate law enforcement officials were notified of the crime within 72 hours of its perpetration, or explain why a later notice should be considered timely under the circumstances of the case.

SAME—***Claimant pushed down stairwell*** **by** ***unknown offenders—notification of officials more than*** 72 ***hours after offense was timely under circumstances—award granted.*** A Claimant who was injured when she was pushed down a stairwell of a subway station by unknown offenders was

granted an award to cover her medical expenses which were paid by her own funds, notwithstanding the fact that the appropriate officials were not notified of the offense until more than 72 hours after the incident, since the Claimant showed that she made a good faith effort to notify the officials on a timely basis under the circumstances and she therefore satisfied the notice requirements of section 76.1(b) of the Crime Victims Compensation Act.

ORDER

POCH, J.

This claim arises out of an incident that occurred on March 24,1986. As a result of this incident, the Claimant, Fern M. Seber, 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 August 29, **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 March 24, 1986, the Claimant was pushed down a stairwell by a group of unknown offenders. The incident occurred in a subway station located at **214** South Dearborn, Chicago, Illinois. On April 8, 1986, the Claimant notified the Chicago Police Department of the incident. The offenders have not been apprehended.

2. That according to section 76.1(b) of the Act a person is entitled to compensation under this Act if the appropriate law enforcement officials were notified of the perpetration of the crime allegedly causing the death or injury to the victim within **72** hours or in the event such notification was made more than **72** hours after the

perpetration of the crime, the applicant establishes that such notice was timely under the circumstances.

3. That the Claimant notified law enforcement officials **15** days after the perpetration of the crime.

4. That by reason of the Claimant's failure to establish that such notification **15** days after the perpetration of the crime was timely under the circumstances, the Claimant is 'not eligible for compensation under the Act.

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

ORDER

POCH, J.

This claim arises out of a criminal offense which occurred on March **24, 1986.** Claimant seeks compensation pursuant to the applicable provision of the Crime Victims Compensation Act (Ill. Rev. Stat. **1985,** ch. **70,** par. **71** ***et seq.***). The application for compensation was filed on August **26,1986.**

On April **22,1987,** the court denied the claim for the reason that Claimant failed to notify the appropriate law enforcement officials within **72** hours of the perpetration of the crime. Claimant filed her objection to said order and requested a hearing.

The hearing was conducted by Commissioner Theodore Weinberg on July 7, **1987,** at Chicago, Illinois and as a result of said hearing the court finds:

1. That on March **24, 1986,** the Claimant was pushed down a stairwell by a group of unknown offenders. The incident occurred in a subway station located at **214** South Dearborn, Chicago, Illinois. On

April 8, 1986, the Claimant notified the Chicago Police Department of the incident.

2. The Claimant offered two pieces of evidence to show that she had contacted proper law enforcement authorities prior to April 8, 1986. Specifically, she offered a list of officers within the Chicago Police Department whom she contacted by phone beginning on March 25, 1986. In addition, she offered a record signed by the manager of the emergency room of the University of Illinois Hospital in Chicago which indicated that the police were notified on March 25, 1986, when the Claimant appeared for treatment.

Although section 76.1(b) of the Act requires that the appropriate law enforcement authorities must be notified within 72 hours of the incident and the first official Chicago Police Department report of the incident was not made until April 8,1986, section 76.1(b) also provides that the Claimant may be eligible for compensation if she can show that notification made more than 72 hours after the incident was timely under the circumstances. The Court finds that the Claimant did make a good faith effort to notify the appropriate officials on a timely basis under the circumstances, and thus satisfies the requirements of section 76.1(b) of the Act.

3. Further, the parties agree and the Court finds that the Claimant has incurred hospital and medical expenses in the amount of $2,538.08. Of this amount $1,394.56 was covered by Medicare and $330.85 was covered by Allstate Insurance Company. The Claimant paid the remaining balance of $812.67 out of her own funds.

4. That the Claimant has complied with all the pertinent provisions of the Act and qualifies for compensation thereunder.

It is hereby ordered that the order of April 22, 1987, is hereby vacated and that the sum of $812.67 be and is awarded to Fern Seber, an innocent victim of a violent crime.

CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL
FY 1988

78-CV-0771	Conkle, Peggy Louise	Dismissed
79-CV-0364	South, Farone E.	Dismissed
81-CV-0651	Brunson, Tythia	Dismissed
82-CV-0132	Savage, Mary F.	Denied
82-CV-0319	Brown, Bradley A.	$ 1,229.27
82-CV-0450	Hickey, Timothy	8,639.65
82-CV-0509	Tolar, John	Dismissed
82-CV-0530	Allen, Bernice	1,730.30
82-CV-0623	McMurtry, Annie R.	Dismissed
82-CV-0733	Montclair, Phyllis	Dismissed
82-CV-0901	Custon, Charles B.	Denied
82-CV-0969	Trier, James W.	258.87
83-CV-0038	Wimberly, Vera Sanford	208.45
83-CV-0040	Scholl, Andrew M.	Dismissed
83-CV-0179	Brown, Louis Henry, III	Dismissed
83-CV-0301	Calvo, Lydia	435.00
83-CV-0309	Roberson, Tondelayo	355.17
83-CV-0484	Hawkins, Trussel	15,000.00
83-CV-0561	Niemann, Caroline	Dismissed
83-CV-0668	Pugh, Charlie	Dismissed
83-CV-0798	Fasue, Samuel S.	700.00
83-CV-0908	Drew, Annette A.	Dismissed
83-CV-0986	Epkins, Phyllis L.	1,940.00
83-CV-1177	Patten, Joann J.	Dismissed
83-CV-1178	Sims, Anthony	2,825.48
84-CV-0004	Myrickes, Hezekiah	Denied
84-CV-0059	Mowery, Gregory A.	Dismissed
84-CV-0079	Jefferson, Darlene	Dismissed
84-CV-0312	Thornton, Cecil	Denied
84-CV-0361	Bond, Nellie Jean	Dismissed
84-CV-0440	Powers, Deborah K.	Denied
84-CV-0493	Chilson, Charles Clifford	3,140.90
84-CV-0662	Metcalf, Kanya V.	1,118.58
84-CV-0688	Piszczor, Maureen	Dismissed
84-CV-0704	Schimpf, Charles	Dismissed
84-CV-0784	Walker, Frances	Dismissed
84-CV-0798	Hudson, Shirley Ann	15,000.00

84-CV-0801	Majewski, Josephine	Dismissed
84-CV-0823	Harris, Betty	2,000.00
84-CV-0845	Schuh, Carol Sue	Dismissed
84-CV-1033	Goodman, Rudolph	8,480.23
84-CV-1045	Arrington, Barbara and Arrington, Mary	15,000.00
84-CV-1086	Mazur, Rose M.	765.67
84-CV-1198	Reece, William E.	Dismissed
85-CV-0013	Stewart, Edna Lee	Dismissed
85-CV-0019	Butler, Thelesia	15,000.00
85-CV-0049	Ross, Ben	2,096.20
85-CV-0050	Ross, Duane	332.76
85-CV-0051	Ross, Jeff	Denied
85-CV-0120	Peterson, Freddie	Dismissed
85-CV-0148	Grissom, Julie K.	2,305.00
85-CV-0155	Crisp, Georgette	3,310.90
85-CV-0176	Knuth, Susan May	1,407.60
85-CV-0226	Turner, Evelyn	Dismissed
85-CV-0245	Dixon, Alice M.	Denied
85-CV-0258	Sosa, Gonzalo Mar	15,000.00
85-CV-0278	Isibue, Thurman N. DeShazer & Laura Affarano, Mother of Noel & Cleophus DeShazer IV	11,250.00
85-CV-0382	Armendariz, Mariano	Denied
85-CV-0431	Hardrick, Bobbie	2,222.93
85-CV-0491	Boone, Timothy Neal	921.00
85-CV-0504	Caron, Thomas P.	2,168.57
85-CV-0583	Hicks, Cornelius G.	Dismissed
85-CV-0596	Zajac, Bronislawa	3,250.00
85-CV-0619	Madison, S. Mabelle	Denied
85-CV-0636	Harris, Diane	2,000.00
85-CV-0654	Stewart, Lewis B.	153.00
85-CV-0698	Williams, Willie	Denied
85-CV-0705	Harmon, Harold	2,861.39
85-CV-0775	Kaczmarek, Marie E.	146.80
85-CV-0908	Heuser, Debra E.	2,957.38
85-CV-0926	Sadowski, Fran	Denied
85-CV-0934	Shepherd, Cynthia A.	Denied
85-CV-0944	Jackson, Coretta	Dismissed
85-CV-1006	Hargrett, Mabel	15,000.00
85-CV-1042	Hirshfield, Deborah	Dismissed
85-CV-1044	Martin, Elyse	Dismissed

85-CV-1060	Junkins, David M.	9,034.38
85-CV-1090	Maville, John H.	15,000.00
85-CV-1101	Ross, Vadah Marie Curfman	2,503.76
85-CV-1180	Alguire, David C.	1,417.94
85-CV-1198	Dade, Unetta	15,000.00
85-CV-1224	Foley, Charles	66.77
85-CV-1270	Gertzfeld, Sarah	7,549.41
85-CV-1283	Nichols, Levern C.	12,586.49
86-CV-0013	Anguiano, Joe L.	Dismissed
86-CV-0050	Johnson, David M.	7,393.09
86-CV-0053	Simmons, Terry G.	7,883.86
86-CV-0055	Young, Reginald	Dismissed
86-CV-0081	Tamraz, Thomas L.	Dismissed
86-CV-0097	Grimm, Susan Kay	8,383.72
86-CV-0101	Vernon, Leonard M.	424.11
86-CV-0127	Nave, Robert Vernon	232.54
86-CV-0162	Hector, Joseph F.	10,352.03
86-CV-0186	Thomas, David	17.54
86-CV-0242	Taylor, Hardee	1,981.53
86-CV-0305	Vollmer, Emily	633.91
86-CV-0307	Gutierrez, Gerardo	2,313.85
86-CV-0334	Mattatall, Edna Mae	15,000.00
86-CV-0346	Houston, Ann	Dismissed
86-CV-0378	Dampier, Essie	2,000.00
86-CV-0408	Gaye, Mattie	2,000.00
86-CV-0422	Bucio, Ramon	Dismissed
86-CV-0447	Galloway, Sheree	1,917.51
86-CV-0463	Erskine, Robert A.	7,623.62
86-CV-0471	Grayson, Cheryl E.	425.00
86-CV-0497	Pankey, Jerome Wayne	2,620.88
86-CV-0562	Clark, Theresa Ann	1,381.50
86-CV-0564	Jones, Carrie S.	Dismissed
86-CV-0568	Dopp, Diane	850.00
86-CV-0570	Duckman, Deborah	1,575.00
86-CV-0571	Northern, Roberta	Denied
86-CV-0573	Gepperth, Thomas	1,879.50
86-CV-0619	Brophy, James & Mary	1,775.00
86-CV-0632	Smith, Emma	Denied
86-CV-0633	Porter, Matthew	673.00
86-CV-0654	Wilburn, Kim Denise	575.00
86-CV-0668	Shead, Alexander	1,230.00
86-CV-0699	Bilbo, Kathaleen	383.00

86-CV-0706	Wesselman, Sandra L. and Wesselman, Robert F.	2,000.00
86-CV-0707	Zwanzig, Evelyn	3,749.26
86-CV-0712	Bowen, Richard, Jr.	338.52
86-CV-0730	Arguezo, Hernando	2,833.03
86-CV-0766	Vonbergen, Linda R.	1,901.92
86-CV-0774	Zamora, Jose	Denied
86-CV-0776	Fallon, Ernestine C.	Denied
86-CV-0786	Davis, Ronald	2,821.30
86-CV-0793	Dates, Chandra	15,000.00
86-CV-0843	Daniels, Barbara	Dismissed
86-CV-0857	Justice, Sandra	571.20
86-CV-0873	Cathey, Mellody L.	873.00
86-CV-0930	Hull, A. Wallace	125.00
86-CV-0933	Barazani, Morris	451.20
86-CV-0936	Hedges, Stanley P.	5,450.06
86-CV-0939	Ryckaert, David M.	971.00
86-CV-0944	Young, Bernard T.	6,584.80
86-CV-0959	Claycomb, Verna J.	Dismissed
86-CV-0972	Fuhrman, William P.	1,797.17
86-CV-0989	Poe, Barbara A.	Dismissed
86-CV-0999	Richards, George, Jr.	Denied
86-CV-1008	Kola, Zeqirja	15,000.00
86-CV-1015	Maloof, Kathleen	2,000.00
86-CV-1026	Gallagher, Kevin M.	Denied
86-CV-1047	Fontanez, Martha Panduro	1,566.18
86-CV-1051	Maksymiw, Michael	14,525.50
86-CV-1091	Bredeson, Darren Paul	1,792.78
86-CV-1099	Rocquemore, Johnie C.	Denied
86-CV-1103	Fawns, Shirley J.	4,250.00
86-CV-1105	Fritzinger, Harry B.	1,892.70
86-CV-1129	Fisher, Bernard	2,664.00
86-CV-! 132	Kanlan, Perry C.	498.50
86-CV-1135	Wilkins, James D.	1,295.28
86-CV-1140	Hopewell, Jerry	2,827.86
86-CV-1160	Gorski, Cheri A.	Denied
86-CV-1168	Biedron, Stella	193.00
86-CV-1170	Current, Michael J.	12,728.81
86-CV-1184	Sanchez, Bertha	15,000.00
86-CV-1218	Hill, Lillie	25,000.00
86-CV-1234	Ziegler, Douglas	392.72
86-CV-1244	Lee, Charles	6,588.87

86-CV-1254	Kostopoulos, James P.	212.90
86-CV-1259	Burton, Christine	9,622.68
86-CV-1266	Markowski, Henry	2,000.00
86-CV-1269	Warren, Richard A.	8,956.95
86-CV-1292	Arzuaga, Maria L., & Hafferty, Nancy E.	2,000.00
86-CV-1303	Harper, Ella Mae	15,000.00
86-CV-1313	Nunez, Irene	15,000.00
86-CV-1327	Ishida, Ruthie M.	2,008.50
86-CV-1342	Holton, Ruth	25,000.00
86-CV-1345	Louder, Marguarite L.	Denied
86-CV-1359	Hughes, Joseph	1,029.80
86-CV-1360	Johnson, Ernestine	Dismissed
86-CV-1373	Campbell, Sean F.	543.75
86-CV-1380	Richards, Leona Ann	812.38
86-CV-1383	Smith, Wanda F.	Denied
86-CV-1385	Tworek, Dennis F. and United States of America	5,434.00
86-CV-1388	Chandler, Marlena A.	Denied
86-CV-1393	Allmon, Paula Kay	Denied
87-CV-0017	Ferraro, Pasquale J.	2,790.45
87-CV-0022	Johnson, Vernon	6,920.45
87-CV-0032	Cook, Duanne L., Jr.	5,719.70
87-CV-0038	Baker, Elfriede	325.80
87-CV-0046	Hanniwell, Hildegard	4,058.35
87-CV-0063	Williams, Elmer L.	2,852.30
87-CV-0071	Dyson, Robert Eugene	7,701.33
87-CV-0091	Evans, Jay S.	2,092.85
87-CV-0094	Menold, James P.	1,151.05
87-CV-0095	McDowell, Margaret Presswood	1,637.00
87-CV-0109	Whitfield, Silvia	Denied
87-CV-0116	Walker, Annie	5,076.00
87-CV-0120	Cook, Rose M.	510.36
87-CV-0137	Stroh-Sugiyama, Patricia A.	1,191.35
87-CV-0147	Barr, Gloria Coursey	181.30
87-CV-0152	Roberts, Mae	1,709.72
87-CV-0157	Knox, Carolyn	2,000.00
87-CV-0163	Hixenbaugh, Clara	25,000.00
87-CV-0172	Hayungs, Gloria J.	1,903.03
87-CV-0179	Henry, Joe W.	6,050.31
87-CV-0189	Bell, Elvin J.	Denied
87-CV-0201	Hampton, Lula	2,000.00
87-CV-0210	Hampton, Marketter	Denied

87-CV-0230	Stokes, Kenneth D.	1,604.76
87-CV-0240	Jones, Mary B.	15,000.00
87-CV-0242	Massey, Larry	38.98
87-CV-0247	Shaw, Eugene	3,632.62
87-CV-0249	Stone, Denise	15,000.00
87-CV-0250	Wilson, Pamela	25,000.00
87-CV-0257	Poole, Byron A.	1,134.68
87-CV-0258	Rivera, Jesus	2,255.35
87-CV-0271	Swann, Dennis	Denied
87-CV-0275	Bell, Patricia K.	483.78
87-CV-0288	Taylor, Isaiah	2,435.44
87-CV-0291	Saxon, Darlene	4,161.23
87-CV-0297	Hicks, Kenneth H.	617.90
87-CV-0303	McVey, Keith	469.32
87-CV-0307	Rodgers, Shaleene	25,000.00
87-CV-0310	Solomon, Abrha	3,306.03
87-CV-0321	McCullough, Anna	Denied
87-CV-0327	Cole-Haack, Barbara	2,000.00
87-CV-0337	Shields, Princola	Dismissed
87-CV-0338	Woods, Maurice	21,030.00
87-CV-0353	Sink, Dana B.	Denied
87-CV-0358	Juarez, Lavern	25,000.00
87-CV-0360	Teune, Carol A.	2,008.68
87-CV-0375	Connelly, John H.	899.00
87-CV-0378	Hagopian, Vartouhi Rose	174.35
87-CV-0380	Mitchell, Derrick Donnell	3,261.85
87-CV-0381	Stolarz, Jacob Paul	130.14
87-CV-0391	Guglielmotto, Rose	Dismissed
87-CV-0401	Arnett, Daryl Anthony	105.00
87-CV-0408	Muellner, James A.	326.50
87-CV-0413	Arellano, Joel	Dismissed
87-CV-0418	Davis, Epsie	2,000.00
87-CV-0419	Ference, Catherine A.	800.09
87-CV-0423	Jones, Theresa	1,000.00
87-CV-0428	Scott, Phyllis Jean	511.35
87-CV-0431	Cunningham, Billy	8,984.54
87-CV-0433	Dwyer, Loretta	259.60
87-cv-0437	Burns, Bernice	2,513.86
87-CV-0449	Comer, Jerry L.	738.01
87-CV-0461	Jones, Carrie	2,000.00
87-CV-0464	Parker, Annie	Denied
87-CV-0473	Selvie, Essie	2,395.00

87-CV-0495	Gottlob, Donald A. and Cox, Betty	2,000.00
87-CV-0501	Quinlan, Desiree D.	240.00
87-CV-0506	Bedolla, Marco Antonio	5,187.59
87-CV-0507	Davis, Arthur	Denied
87-CV-0518	Hinton, Stephen E.	483.87
87-CV-0534	Krugman, Frances	4,121.48
87-CV-0538	Rosson, Wendy M.	363.31
87-CV-0541	Fifield, Janice Lynn	Denied
87-CV-0542	Fisher, Jeffrey A.	2,032.11
87-CV-0546	Parham, Chad B.	4,456.30
87-CV-0557	Radman, Zlatko A.	3,607.26
87-CV-0561	Mora, Raul	1,483.00
87-CV-0568	Spence, Tommy L.	Denied
87-CV-0572	Ray, Mary Gehr	3,348.60
87-CV-0579	Fanucchi, Laura	Denied
87-CV-0587	Colton, Robert K., Jr.	681.88
87-CV-0588	Cooper, Pamela R.	2,000.00
87-CV-0589	Silic, Laura L.	12,500.00
87-CV-0591	Handy, Betty	2,000.00
87-CV-0599	Howland, Terry Ray	13,077.38
87-CV-0600	Johnson, Leonard Ray	1,074.77
87-CV-0603	De La Pena-Ramirez, Olivia	557.00
87-CV-0620	Anderson, Vivian	7,860.83
87-CV-0621	Barnes, Martha M.	1,803.36
87-CV-0632	Harris, Jerome Ronald	511.35
87-CV-0637	Payne, Jane	2,000.00
87-CV-0642	Lanham, Leo E., II	1,949.95
87-CV-0643	Madden, Elizabeth	1,837.97
87-CV-0646	Smith, Donald B.	899.92
87-CV-0658	Montano, Jose	810.50
87-CV-0659	Mosley, Clarence	737.77
87-CV-0664	Cooper, James L., Sr.	Denied
87-CV-0665	Gonzalez, Elvis	3,490.00
87-CV-0672	Reyes, Ruben	520.00
87-CV-0679	Crook, Christine	30.00
87-CV-0680	Nawracaj, Leo M.	4,434.77
87-CV-0683	Armstrong, Doris	Denied
87-CV-0684	Barrow, Melvin R.	113.00
87-CV-0698	Hast, Virginia	385.00
87-CV-0699	Redisi, Carl	896.95
87-CV-0700	Alexander, Nancy	1,018.37
87-CV-0701	Hinchcliffe, Karen Marie	308.45

87-CV-0706	Canola, Rosalba	2,000.00
87-CV-0708	Fast, Scot R.	230.00
87-CV-0722	Fleming, Otho, Sr.	1,136.00
87-CV-0725	Jones, Cynthia Jackson	2,000.00
87-CV-0733	Berglund, Doris	671.73
87-CV-0734	Brooks, Barbara	Denied
87-CV-0739	Carroll, Gerald R.	460.64
87-CV-0742	Oker, Alan R.	2,854.48
87-CV-0743	Luebke, William Reinhart	2,526.20
87-CV-0744	Thomas, Elzina	3,003.16
87-CV-0745	Thomas, Elzina	2,000.00
87-CV-0748	Hoggs, Clorestine	Denied
87-CV-0749	Livingston, Marc W.	1,559.99
87-CV-0763	Blair, Robert J., Jr.	1,462.60
87-CV-0765	Hawkins, Eugene	Denied
87-CV-0767	Lamp, Carol V.	282.40
87-CV-0770	Budvaitis, Louis A.	1,170.00
87-CV-0771	Drewenski, Wayne A.	3,500.46
87-CV-0783	Walsh, Kathleen L.	501.00
87-CV-0784	Benyon, Marilyn A.	Denied
87-CV-0787	Drake, James R.	845.50
87-CV-0795	Green, Mary L.	1,275.00
87-CV-0801	McDermott, John P.	1,772.10
87-CV-0804	Wimsatt, Patricia T.	2,000.00
87-CV-0806	Chin, Mei Har	796.62
87-CV-0807	Holmes, Joann	904.30
87-CV-0814	Smith, Yolanda	311.18
87-CV-0817	Young, Joann	Denied
87-CV-0821	Siebert, Frances R.	2,000.00
87-CV-0827	Bougher, Thomas W.	2,687.66
87-CV-0830	Campbell, Orville J. and Debra Gonzalez	Denied
87-CV-0831	Ciarrocchi, Joseph A.	710.18
87-CV-0832	Forrestal, Erin I.	262.00
87-CV-0839	Painter, Kevin L.	102.27
87-CV-0844	Cooper, Arlene and Alston, Debra	2,000.00
87-CV-0848	Gilmore, Lessie Mae Hardy	25,000.00
87-CV-0849	Hollingsworth, Claudette	3,374.99
87-CV-0868	Braverman, Ellen C.	4,709.55
87-CV-0869	Gonzales, Emma	2,000.00
87-CV-0870	Hargrove, June	1,259.43
87-CV-0873	Staples, Edith	2,000.00
87-CV-0880	Worth, Patricia E.	15,000.00

87-CV-0882	Hardeman, Carol A.	25,000.00
87-CV-0883	Miller, Marylyn	250.11
87-CV-0886	Fulcher, Melody	2,000.00
87-CV-0889	Montgomery, Carol J.	24,500.00
87-CV-0890	Nawracaj, Eugenia	2,677.66
87-CV-0897	Papka, Mardell L.	Denied
87-CV-0903	Krauser, Joseph G.	Denied
87-CV-0910	Mason, Fay	7,133.60
87-CV-0917	Colon, Antonia Renta	2,000.00
87-CV-0922	Flores, Rosalina	25,000.00
87-CV-0924	Genandt, Kathryn Y.	8,100.55
87-CV-0925	Greene, Bernice	2,820.46
87-CV-0927	Harbin, Jimmy R.	6,057.45
87-CV-0933	Nadolny, Richard A.	2,172.16
87-CV-0938	Zenner, John	663.94
87-CV-0941	Diehl, Ronald A.	62.4.65
87-CV-0947	Marinez, Ramona	2,000.00
87-CV-0952	Stewart, Lottie Mae	2,000.00
87-CV-0954	**Turner, Janet**	**Denied**
87-CV-0955	Wood, Derrick	4,545.44
87-CV-0958	Cole, Earnestine	Denied
87-CV-0975	Folie, Roosevelt, II	2,000.00
87-CV-0976	Goby, Mollie	93.62
87-CV-0984	Hollie, Gertrude	2,000.00
87-CV-0989	Myles, Ora Lee	Denied
87-CV-0995	Wicks, George	Denied
87-CV-0997	Abusharif, Naseem	25,000.00
87-CV-1001	Bennett, Corwin Jay	608.87
87-CV-1002	Bimmerle, Lynne C.	1,718.00
87-CV-1003	Burton, Cheryl	74.75
87-CV-1005	Jackson, Lue Irether	Denied
87-CV-1006	Koehazi, Maria S.	634.40
87-CV-1008	Romious, Roberta	Denied
87-CV-1009	Rutkowski, Julia	724.29
87-CV-1011	Blanchard, Michael J.	865.58
87-CV-1012	Bronson, Mary	2,000.00
87-CV-1015	Chaney, Kenneth L.	Dismissed
87-CV-1017	Hightower, Jenkins J.	9,670.33
87-CV-1020	Milligan, Steven	2,250.00
87-CV-1022	Retusnic, Charles J.	728.97
87-CV-10%	Vaughn, Pearline	Denied
87-CV-1027	Argetoian, Ioan	4,381.50

87-CV-1031	Griessmayer, Virginia	650.00
87-CV-1036	Valencia, Carmen L.	2,000.00
87-CV-1037	Adamiec, Virginia F.	891.80
87-CV-1042	Hall, Curtis	557.02
87-CV-1044	Jeffrey, Buddy L.	Denied
87-CV-1055	Peckos, John	306.81
87-CV-1057	Wimberly, James, Jr.	15,000.00
87-CV-1058	Davis, Gertrude	Denied
87-CV-1061	Robinson, Derrick	Denied
87-CV-1068	Luetgert, Robert M.	Denied
87-CV-1069	McClain, Theresa	Denied
87-CV-1075	Finkelstein, Sandra	63.57
87-CV-1076	Go, Tom	177.00
87-CV-1081	Pennington, George	5,661.30
87-CV-1082	Ray, Clarence H., Jr.	3,524.89
87-CV-1088	Baker, Michael J.	1,540.45
87-CV-1091	Salazar, Olivia	Denied
87-CV-1093	Morrison, Pamela	887.58
87-CV-1094	Rodriguez, Benita	2,000.00
87-CV-1097	Jones, Pernetha	1,103.60
87-CV-1098	Kasprzak, Genevieve	184.80
87-CV-1101	Mulholland, Sue	635.00
87-CV-1103	Baldridge, Barbara	2,000.00
87-CV-1106	Evans, Grady E. and Cegers, Annie	2,000.00
87-CV-1110	Power, Thomas M.	1,678.60
87-CV-1120	Ragans, Gwendalyn L.	2,000.00
87-CV-1123	Szarama, Lauretta K.	695.40
87-CV-1134	Langan, Mona	126.85
87-CV-1137	Pinnell, Robert A.	Dismissed
87-CV-1138	Wortman, Diane E.	323.93
87-CV-1139	Miles, Lynne	2,000.00
87-CV-1141	Watrin, Edward J.	Denied
87-CV-1145	Banks, Lawrence	1,435.00
87-CV-1148	Maloney, William Rapp	25,000.00
87-CV-1153	**Cook,** Roxanne P.	159.52
87-CV-1154	Gray, Beverly	Denied
87-CV-1155	Hawkins, Charles	2,000.00
87-CV-1157	Wong, Chung Yan	480.90
87-CV-1158	Saylor, Nancy J.	2,000.00
87-CV-1172	Clough, Cheryl Lynn and Buckley, Thomas	2,000.00
87-CV-1174	Figueroa, Joseph T.	1,964.23
87-CV-1178	McAdams, David S.	982.50

87-CV-1181	Muno, Michael William	4,446.35
87-CV-1193	Wetzel, Diane	108.00
87-CV-1195	Dorsey, Russell, Sr.	2,000.00
87-CV-1200	Sarocco, Theresa	2,000.00
87-CV-1202	Christopher, Joseph	920.45
87-CV-1208	Moore, Gregory C.	2,000.00
87-CV-1210	Scott, Beverly Ruth Gardner	1,060.00
87-CV-1211	Thomas, Whitney D.	2,423.00
87-CV-1214	Pemberton, Eddie Joe	Dismissed
87-CV-1215	Pemberton, Frances Geneva	Dismissed
87-CV-1216	Ward, Ester	25,000.00
87-CV-1220	Clyman, Eugene	77.54
87-CV-1222	Meyer, Karl D.	3,150.21
87-CV-1223	Miller, Nellie	5.00
87-CV-1226	Roepnack, Richard	791.29
87-CV-1229	Baker, George J., Jr.	929.41
87-CV-1231	Hansbrough, George R.	282.00
87-CV-1232	Ledger, Florence	39.04
87-CV-1237	Allen, Chris E.	14,388.28
87-CV-1238	Anderson, Roscoe	1,167.26
87-CV-1239	Arroyo, Carmen	1,634.50
87-CV-1241	Fries, Jody Lynn	2,789.20
87-CV-1243	Johnson, Shelton	820.98
87-CV-1244	Jones, Cecelia	Denied
87-CV-1248	Velasco, Marco	2,000.00
87-CV-1250	Carter, William J.	628.31
87-CV-1251	Darin, Robert	24,523.96
87-CV-1254	Lewis, Roberta	Denied
87-CV-1255	Phillips, Elma	2,000.00
87-CV-1256	Slater, Watson	1,104.20
87-CV-1261	Alvarado, Jose	328.39
87-CV-1262	Belanger, John L.	Dismissed
87-CV-1265	Sanchez, Soledad	2,000.00
87-CV-1266	Washington, Patsy	2,000.00
87-CV-1270	Putman, Jennifer	315.15
87-CV-1273	Urbanski, Josephine	123.92
87-CV-1274	Aaron, Charles J.	10,190.36
87-CV-1277	Hickey, Colleen M.	438.89
87-CV-1282	Smith, Evan G.	2,387.15
87-CV-1291	Watson, Connie	2,000.00
87-CV-1293	Edwards, Jefferson D.	2,000.00
87-CV-1296	Prior, James R.	638.58

87-CV-1307	McClinton, Leonard	25,000.00
87-CV-1308	Paulis, Vaidas S.	375.00
87-CV-1310	Sachaschik, Janine	15,000.00
87-CV-1312	Stavig, Evelyn	1,761.13
87-CV-1315	Auer, Georgeann	607.41
87-CV-1316	Dzivra, Irene	Denied
87-CV-1321	Craten, Jennie	25,000.00
87-CV-1325	Kelley, Lynda	Denied
87-CV-1326	Nierman, Charles	330.00
87-CV-1328	Dietrich, James	176.07
87-CV-1329	Dingels, Caroline	344.68
87-CV-1331	Lane, Donald R.	535.18
87-CV-1332	O'Neal, Flora Jean	2,000.00
87-CV-1333	Otero, Gladys	25,000.00
87-CV-1334	Birtas, John	5,757.01
87-CV-1337	Hurry, Lorraine T.	221.07
87-CV-1340	Castleberry, Velma	Denied
87-CV-1341	Chu, Ekoko	239.95
87-CV-1342	Eisele, Norbert P.	2,111.22
87-CV-1344	Kozlowski, Irena	Denied
87-CV-1345	Randle, Alice	Denied
87-CV-1346	Grant, Ida	2,000.00
87-CV-1348	Jarrett, James	3,390.00
87-CV-1350	Arevalo, Bertha	1,724.44
87-CV-1351	Cloud, Dennis	695.00
87-CV-1354	McKinley, Arlena	1,729.20
87-CV-1355	Ali, Syed	2,524.85
87-CV-1359	Millard, Ronald D.	2,033.82
87-CV-1360	Milligan, Amiel C.	749.90
87-CV-1361	Quiroga, Virginia A.	2,000.00
87-CV-1362	Russell, Tamara	227.00
87-CV-1363	Torres, Caritina	367.80
87-CV-1366	Hall, Lawrence	6,405.43
87-CV-1367	Thomas, Carl Gene	Denied
87-CV-1369	Calara, Diane Lynn	25,000.00
87-CV-1372	Jones, Cheryl A.; for Ann de Jaynes & Harvey de Jaynes, Minors	Denied
87-CV-1373	Kelley, Elma B.	2,000.00
87-CV-1377	Mazur, Joseph D.	253.84
87-CV-1379	Bass, Lilli W.	2,000.00
87-CV-1380	Del Valle, David	Denied
87-CV-1381	Del Valle, David	Denied

87-CV-1382	Duffie, Ada	2,000.00
87-CV-1383	Lewis, Fannie	1,000.00
87-CV-1384	Moore, Ida M.	2,000.00
87-CV-1385	Pryor, Willella	Denied
87-CV-1386	Trinca, Dolores	359.00
87-CV-1387	Catlett, William	307.25
87-CV-1389	Hargewood, Richard	2,000.00
87-CV-1390	Munoz, Marie A.	2,000.00
87-CV-1393	Bernot, Lucile M.	2,545.29
87-CV-1395	Cushing, Raymond E.	1,397.71
87-CV-1396	Boykin, Ira Jean	Denied
87-CV-1400	Jamison, Phillip A.	Denied
87-CV-1401	Jennings, John	936.40
87-CV-1403	Joseph, Linda	1,998.47
87-CV-1413	Tatum, Ruth J.	2,000.00
87-CV-1428	Friedman, Carol	8,519.67
87-CV-1432	Lawshea, Inez	2,000.00
87-CV-1435	Nelson, Lorenzo	507.06
87-CV-1436	Piotrowski, Justyna	Denied
88-CV-0004	Reliford, Alfredo	586.74
88-CV-0005	Zaprev, David	878.98
88-CV-0009	Cole, Earnestine	Dismissed
88-CV-0013	Lewis, Frances L.	2,000.00
88-CV-0014	Roberson, Catherine	2,000.00
88-CV-0015	Shearer, Robert E.	137.00
88-CV-0016	Smith, Dolores	**245.00**
88-CV-0018	Smith, Marcene E.	2,000.00
88-CV-0020	Tolbert, John, Sr.	2,000.00
88-CV-0021	Bell, Jo Marie	2,000.00
88-CV-0022	Bouchard, Marilyn	2,000.00
88-CV-0027	Braddock, Merlin V.	967.00
88-CV-0028	Caporale, Frank	760.04
88-CV-0029	Coffelt, Patricia	25,000.00
88-CV-0030	Davault, Helen June	5,348.09
88-CV-0031	Cordon, James Lee	2,000.00
88-CV-0039	Barnes, Lucille Legg	2,000.00
88-CV-0047	Noble, Elizabeth	459.82
88-CV-0051	Catchings, Ruby	2,000.00
88-CV-0057	Wolowiec, Pamela Ann	1,663.26
88-CV-0059	Archie, Tommie	2,000.00
88-CV-0062	Dunlap, Joseph	1,052.59
88-CV-0063	Koslowski, Robert	2,000.00

88-CV-0065	Schumacher, Peter C.	677.04
88-CV-0068	Brzowski, Rita	5,473.72
88–cv-0073	Schwartz, Marc D.	142.20
88-CV-0078	Baffone, Anthony	2,136.75
88-CV-0080	Ortiz, Julia	2,000.00
88-CV-0081	Simmons, Annie L.	1,000.00
88-CV-0086	Washington, Hurdestine	2,000.00
88-CV-0090	Ellis, Benjamin	Denied
88-CV-0091	Glenn, Dorothy J.	1,400.00
88-CV-0092	Kemp, Donnie M.	2,000.00
88-CV-0097	Turner, Mennie J.	2,000.00
88-CV-0100	Croom, Carl	750.00
88-CV-0112	Draude, Sharon Ann	1,807.37
88-CV-0113	Fort, Anita L.	15,000.00
88-CV-0116	Hernandez-Ocasio, Virginia	25,000.00
88-CV-0121	Utley, Cynthia Lynn	11,139.33
88-CV-0125	Cassem, Uetta	950.00
88-CV-0126	Cavanaugh, Lee	25,000.00
88-cv-0134	Stigler, Patricia	Denied
88-cv-0138	Lentini, Jill	25,000.00
88-CV-0140	Mills, Sallie	2,000.00
88-CV-0143	Thomas, Nathaniel, Jr.	23,437.36
88-CV-0145	Cascio, Joseph R., Jr.	1,981.43
88-CV-0146	Granczewski, Dorothy	45.00
88-CV-0151	Lumsden, Carol H.	2,000.00
88-CV-0152	Portwood, Rosie M.	Denied
88-CV-0153	Rogers, Ethel M.	2,000.00
88-CV-0156	Johnson, Mary	2,000.00
88-CV-0160	Rotoloni, Thomas	704.75
88-CV-0162	Petraitis, John	2,000.00
88-CV-0165	Allen, Charles E.	Denied
88-CV-0166	Britt, Janice	2,000.00
88-CV-0168	Morrison, Anna L.	2,000.00
88-CV-0169	O'Neal, Loretta J.	25,000.00
88-CV-0181	Woods, Novel Virgil and Ferguson, Shirley	2,000.00
88-CV-0187	Hall, Hattie	Denied
88-CV-0195	Nierman, Matthew S.	306.81
88-CV-0197	Runions, Diane	129.00
88-CV-0212	Fernandez, Victor M.	2,000.00
88-CV-0217	Bell, Lynette C.	Denied
88-CV-0219	Capetillo, Angel	3,170.45
88-cv-0223	Harmon, James W.	2,000.00

88-CV-0224	Jender, Kevin E.	5,130.00
88-CV-0229	Rivera, Angelica	25,000.00
88-CV-0232	Wilder, Brenda Douglas	2,000.00
88-CV-0233	Wroblewski, John	85.44
88-CV-0236	Phillips, Jerry	172.50
88-CV-0237	Phillips, Jerry	172.50
88-cv-0239	Adams, Joseph M. and Pryor, Robert	2,000.00
88-CV-0241	Epps, Mona J.	100.00
88-CV-0242	Freeman, Terry Wayne	2,449.58
88-CV-0244	Heffner, Brenda C.	2,000.00
88-CV-0248	Moses, Beatrice	2,000.00
88-cv-0251	Reed, Ruby	2,000.00
88-cv-0254	Barnes, Robert M.	Denied
88-CV-0258	Draine, Edwina	2,000.00
88-CV-0259	Grezlick, Alphonse	172.96
88-CV-0269	Pulido, Gregory	2,000.00
88-CV-0270	Roca, Lynnia	621.00
88-CV-0271	Roder, Nicholas	2,000.00
88-CV-0274	Bakke, David J.	13,681.77
88-CV-0277	Delourdes, Alma	1,500.00
88-CV-0281	Grantner, Judith	457.60
88-CV-0283	Hooper, Elizabeth E.	1,091.16
88-cv-0284	Jenkins, Ada	2,000.00
88-CV-0288	McInerney, Barbara A.	Denied
88-CV-0289	Majeski, Bernadine A.	425.72
88-CV-0293	Walker, Mary S.	2,000.00
88-CV-0294	Whitehead, Joseph	Denied
88-CV-0303	Kendricks, Evelyn	2,000.00
88-CV-0312	Shukes, Marcus L.	1,510.73
88-CV-0316	Wells, Jessie	880.00
88-CV-0320	Beardsley, Elizabeth	1,039.01
88-CV-0321	Beardsley, Elizabeth	779.00
88-CV-0328	Costner, Robert	8,230.80
88-CV-0332	Habrelewicz, Irene M.	Denied
88-CV-0335	Ocon, Jose	2,652.74
88-CV-0342	Turner, Denise	2,000.00
88-CV-0352	Collins, Barbara	Denied
88-CV-0353	Cooley, Victoria	25,000.00
88-cv-0354	Davis, Grace	169.28
88-CV-0355	Edwards, McArthur	Denied
88-CV-0358	Lollis, Fannie	Denied

88-CV-0359	Murphy, Patricia	Denied
88-CV-0367	Koller, Diane L.	119.50
88-CV-0368	Ladner, Karen F.	259.93
88-CV-0371	Patterson, Odessa	Denied
88-CV-0372	Pegram, Bruce & Nancy L.	2,000.00
88-CV-0374	Payne, Richard	158.00
88-CV-0386	Berlanga, John R.	2,000.00
88-CV-0387	Lucas, Paul	3,784.09
88-CV-0390	Webber, Mary E.	768.54
88-CV-0403	Ewell, Rebecca	2,768.50
88-CV-0404	Ezell, Josephine	2,000.00
88-CV-0415	Hiken, Kenley Ann	545.57
88-CV-0427	Johnson, Bertha	2,000.00
88-CV-0435	Miles, Mary	2,000.00
88-CV-0439	Patton, Carlena	2,000.00
88-CV-0449	Sabatini, Charlene M.	495.00
88-CV-0454	Starks, Patricia A. and Starks, Robert	2,000.00
88-CV-0460	Wiley, Ann	2,000.00
88-CV-0461	Williams, Annie	2,000.00
88-CV-0470	Hunter, Jessie M.	Denied
88-CV-0471	Jablonski, Peter E.	4,598.74
88-CV-0472	Jackson, Valena	2,000.00
88-CV-0476	Laws, Mary F.	1,588.00
88-cv-0479	Mlekodaj, Wladyslaw	276.00
88-CV-0481	Rodriguez, Mildred	Denied
88-CV-0489	Washington, Geneva	1,555.00
88-CV-0490	Allen, Alice	199.44
88-CV-0499	McDaniel, Betty	1,005.00
88-CV-0502	Phillips, Mary A.	2,000.00
88-CV-0507	Thomas, John & Martha	2,000.00
88-CV-0525	Ortiz, Maria T.	2,000.00
88-CV-0534	Tillesen, Thomas B.	2,000.00
88-CV-0570	Caroli, Alberto	298.50
88-CV-0581	Johnson, Louise	Denied
88-CV-0585	Murph, Dorothy	2,000.00
88-CV-0589	Semmons, Altha	2,000.00
88-CV-0604	Jackson, Charles R.	2,000.00
88-cv-0623	Black, Stephen R.	1,324.63
88-CV-0632	Kuesis, William	1,432.00
88-CV-0636	Rhodes, Geneva	Denied
88-CV-0732	Dhanani, Abdul K. & Nizar A. Dhanani	2,000.00
88-CV-0733	Donner, Minnie L.	2,000.00

88-CV-0792	**Wheeler, Lena Mae**	**1,313.00**
88-CV-0793	**Anderson, Linda L.**	2,000.00
88-CV-0911	**Wolf, Mae Ella**	**Denied**

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