

SUPREME COURT OF GEORGIA

Brown v. Penland Const. Co., Inc., 281 Ga. 625

641 S.E.2d 522 (2007) · No. No. S06G0630 · Decided January 22, 2007

SUMMARY

The Supreme Court of Georgia held that a high school baseball coach was not personally liable to a construction company under quantum meruit for an indoor baseball facility built for the school. Any implied promise of payment arose from the Board of Education's acceptance of the facility, not from the coach's individual acceptance, and official immunity would also bar the claim absent willful, malicious, or wanton conduct. The court reversed the relevant portion of the Court of Appeals' decision.

CASE DETAILS

COURT	Supreme Court of Georgia
WRITING FOR THE COURT	Justice Melton; All the Justices
JURISDICTION	Georgia
DECIDED	January 22, 2007
DOCKET	No. S06G0630
DISPOSITION	reversed
PROCEDURAL POSTURE	Penland Construction Company sued Brown and other defendants under a quantum meruit theory after constructing an indoor baseball facility for a high school. The trial court denied Brown's motion for directed verdict, the jury found Brown jointly and severally liable for \$150,000, and the Court of Appeals affirmed. The Supreme Court of Georgia granted certiorari limited to whether Brown could be held individually liable under quantum meruit.
STANDARD OF REVIEW	Review of the denial of a motion for directed verdict; the evidence is considered under the standard applicable to whether the evidence supported liability as a matter of law.
PRECEDENTIAL VALUE	Published, precedential opinion of the Supreme Court of Georgia.
PARTIES	Michael Brown v. Penland Construction Company, Inc.

TOPICS

construction law

remedies

commercial litigation

constitutional law

PRACTICE AREAS

construction law

remedies

constitutional law

commercial litigation

QUESTIONS PRESENTED

1. Whether Brown was protected by official immunity from PCC's individual-capacity quantum meruit claim.
2. Whether Brown could be personally liable in quantum meruit when he did not individually accept PCC's services or make an implied promise to pay for the facility.
3. Whether the alleged personal benefit to Brown supported liability for the construction cost.

HOLDINGS

1. A public official is protected by official immunity from an individual-capacity claim arising from discretionary acts within the scope of the official's authority absent wilful or wanton conduct, actual malice, or actual intent to cause injury. Because no such conduct was alleged, Brown's individual-capacity quantum meruit claim was barred if he acted within his authority.
2. A quantum meruit claim for construction services does not lie against an individual who did not individually accept the services and was not the person or entity expected to pay for them.
3. Evidence that a public-school coach worked in or benefited from a school facility did not establish that he received a special personal benefit supporting individual liability for the facility's construction cost.

KEY QUOTATIONS

“Because Brown did not individually accept the services rendered by PCC, there was no implied promise created for Brown to personally pay for the hitting facility.” (641 S.E.2d at 523)

“There is no evidence of record, but only speculation, that Brown's individual reputation was directly connected to, or for that matter enhanced by, PCC's construction of the indoor hitting facility.” (641 S.E.2d at 524)

FACTUAL BACKGROUND

After discussions with Michael Brown, Ridgeland High School's varsity baseball coach, Penland Construction Company constructed an indoor baseball hitting facility for the school on land owned by the Walker County Board of Education. The facility was to be approved by the Board and paid for by the school's Athletic Boosters Club, but the Board refused to pay. Brown did not own the land, was paid by the school for coaching, and received no demonstrated personal benefit from the facility beyond benefits associated with his role as the school's coach.

PROCEDURAL HISTORY

PCC constructed an indoor baseball hitting facility on land owned by the Walker County Board of Education. After the Board refused to pay, PCC sued Brown, the Board, the school district, and the Athletic Boosters Club. The jury awarded PCC \$150,000 against Brown, the Board, and the school district jointly and severally under quantum meruit. The Court of Appeals affirmed, and the Supreme Court of Georgia reversed the portion of that decision concerning Brown's individual liability.

DISPOSITION

reversed

CASES CITED

- Engram v. Engram, 265 Ga. 804, 463 S.E.2d 12 (1995)
- Gilbert v. Richardson, 264 Ga. 744, 752(6), 452 S.E.2d 476 (1994)
- Artrac Corp. v. Austin Kelley Advertising, Inc., 197 Ga. App. 772, 777(5), 399 S.E.2d 529 (1990)
- Cochran v. Ogletree, 244 Ga. App. 537, 539(1), 536 S.E.2d 194 (2000)
- Brown v. Penland Constr. Co., 276 Ga. App. 522, 623 S.E.2d 717 (2005)