

SUPREME COURT OF ILLINOIS

Gillespie Community Unit School District No. 7 v. Wight & Co.

2014 IL 115330 (Ill. 2014) · No. 115330 · Decided March 3, 2014

SUMMARY

The Illinois Supreme Court held that section 13-214(e) of the Illinois Code of Civil Procedure excludes fraudulent misrepresentation claims arising from construction activities from the limitations periods in section 13-214, but does not eliminate all applicable limitation periods. Accordingly, the five-year default limitations period in section 13-205 applied, and the judgment affirming summary judgment for Wight & Co. was affirmed.

CASE DETAILS

COURT	Supreme Court of Illinois
WRITING FOR THE COURT	Justice Thomas; Chief Justice Garman; Justice Freeman; Justice Kilbride; Justice Karmeier; Justice Burke; Justice Theis
JURISDICTION	Illinois
DECIDED	March 3, 2014
DOCKET	115330
DISPOSITION	affirmed
PROCEDURAL POSTURE	The School District appealed the Illinois Appellate Court's affirmance of summary judgment for Wight on a fraudulent misrepresentation claim arising from construction of an elementary school. The Illinois Supreme Court granted leave to appeal and affirmed.
STANDARD OF REVIEW	De novo review of summary judgment and statutory construction.
PRECEDENTIAL VALUE	Published Illinois Supreme Court opinion; precedential.
PARTIES	Gillespie Community Unit School District No. 7 v. Wight & Company

TOPICS

- construction law
- statutory interpretation
- statute of limitations
- summary judgment
- civil procedure

PRACTICE AREAS

- Construction law
- Civil procedure
- Statutory interpretation
- Torts

QUESTIONS PRESENTED

1. Whether section 13-214(e) of the Illinois Code of Civil Procedure eliminates all statutes of limitations and repose for fraud-based construction claims.
2. Whether the five-year limitations period in section 13-205 applies to the School District's construction-based fraudulent misrepresentation claim.
3. Whether the lower courts properly granted summary judgment to Wight based on the untimeliness of the fraudulent misrepresentation claim.

HOLDINGS

1. Section 13-214(e) excludes fraud-based construction claims only from the limitations and repose provisions of section 13-214; it does not eliminate every applicable limitations period or provide that such claims may be brought at any time.
2. The five-year statute of limitations in section 13-205, covering all civil actions not otherwise provided for, applies to the School District's construction-based fraudulent misrepresentation claim.
3. Summary judgment for Wight was proper because the five-year limitations period applied, the parties' agreement treated the claim as accruing upon substantial completion, substantial completion occurred in fall 2002, and the claim filed in March 2010 was untimely.

KEY QUOTATIONS

“The statute does not provide that no limitations shall apply to causes of action arising out of fraudulent misrepresentations or to fraudulent concealment.” (¶ 33)

“Section 13-214(e) does not state that no statute of limitation or repose shall apply to a fraud-based construction cause of action.” (¶ 51)

“We reiterate that our holding in this case is limited to a finding that the statute of limitations in section 13-205 applies to a fraud-based construction claim.” (¶ 56)

FACTUAL BACKGROUND

Wight provided architectural and preliminary construction services for the School District's proposed elementary school in Benld, Illinois. An engineering study informed Wight of documented subsidence events and a relatively high risk of future coal-mine subsidence, but Wight delivered a later report that omitted the engineer's specific supporting information. The School District constructed and occupied the school beginning in 2002; a coal mine subsided beneath it in March 2009, causing extensive damage and condemnation. The School District filed its fraudulent misrepresentation claim in 2010.

PROCEDURAL HISTORY

The School District sued Wight for professional negligence, breach of implied warranty, and fraudulent misrepresentation by concealment of material fact. The circuit court granted Wight summary judgment, holding the claims untimely, and denied reconsideration. The Fourth District affirmed, concluding that the five-year

limitations period in section 13-205 applied to the fraud-based construction claim. The Supreme Court affirmed the appellate court's judgment.

DISPOSITION

affirmed

CASES CITED

- People ex rel. Skinner v. Graham, 170 Ill. App. 3d 417, 437 (1988)
- Schultz v. Illinois Farmers Insurance Co., 237 Ill. 2d 391, 399-400 (2010)
- Metropolitan Life Insurance Co. v. Hamer, 2013 IL 114234, ¶ 18
- Barragan v. Casco Design Corp., 216 Ill. 2d 435, 441 (2005)
- Midstate Siding & Window Co. v. Rogers, 204 Ill. 2d 314, 320 (2003)
- Prazen v. Shoop, 2013 IL 115035, ¶ 21
- Kunkel v. Walton, 179 Ill. 2d 519, 534 (1997)
- Rozny v. Marnul, 43 Ill. 2d 54, 69 (1969)
- Hernon v. E.W. Corrigan Construction Co., 149 Ill. 2d 190, 194 (1992)
- Village of Fox Lake v. Aetna Casualty & Surety Co., 178 Ill. App. 3d 887, 912-13 (2d Dist. 1989)
- Continental Insurance Co. v. Walsh Construction Co. of Illinois, 171 Ill. App. 3d 135, 137, 139 (1st Dist. 1988)
- Champaign County Nursing Home v. Petry Roofing, Inc., 117 Ill. App. 3d 76, 77-78 (4th Dist. 1983)

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