

NOTICE

The text of this order may be changed or corrected prior to the time for filing of a Petition for setting or the disposition of the same.

SECOND DIVISION
August 21, 2007

No. 1-07-0305

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ELMDALE DEVELOPMENT, LLC.,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	Cook County
)	
v.)	No. 06 CH 8903
)	
ALAN R. YORE and POSTLE-YORE and)	
ASSOCIATES, INC.,)	Honorable
)	Nancy J. Arnold,
Defendants-Appellees.)	Judge Presiding

ORDER

Plaintiff Elmdale Development, LLC., appeals the trial court's order dismissing with prejudice its action against defendants Alan Yore and Postl-Yore and Associates, Inc (misspelled as Postle-Yore in Elmdale Development's notice of appeal). The complaint alleged Yore made defamatory statements against Elmdale Development and intentionally interfered with contracts between Elmdale Development and the individual condominium unit owners. Elmdale Development also sought an injunction to prevent Yore's alleged continued violation of the Uniform Deceptive Trade Practices Act (815 ILCS 510/2(8) (West 2006)).

The trial court dismissed all three counts of Elmdale

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Development's complaint based, in part, on the finding that a qualified privilege existed. Elmdale Development appeals. We affirm.

FACTS

Elmdale Development rehabilitated and sold an apartment building as condominium units. The property, now known as the Elmdale Condominiums, consisted of 189 residential units and 42 garage units. Seven residents of the Elmdale Condominiums were elected as directors of the Elmdale Condominium Association. The Board of Directors hired Yore, an architect, to perform an investigation and prepare a "transition and reverse study" of the condition and quality of the common areas of the building. The study was intended to give the Board an estimate of the anticipated future costs for repairing and maintaining the property. The study disclosed numerous physical defects in the building. Yore encouraged the association to immediately perform the repair and improvement work at an estimated cost of \$1,200,000.

Elmdale Development filed suit against Yore individually and against Postl-Yore and Associates, Inc., seeking damages for intentional interference with contracts and defamation. Elmdale Development also sought an injunction to prevent Yore's alleged continued violation of the Uniform Deceptive Trade Practices Act

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(815 ILCS 510/2(8) (West 2006)).

In its complaint, Elmdale Development alleged that as a consequence of Yore's representations in the study dated October 18, 2004, the Board sued Elmdale Development in a separate lawsuit for breach of contract and breach of express warranty. The suit was filed on February 17, 2005. Elmdale Development alleged Yore offered to serve as the Board's architect and general contractor to perform the recommended improvements and repairs. Elmdale Development argued Yore made the recommendations with the intent of obtaining additional fees from the Board in exchange for architectural and related services. The fact that Yore does not provide general contracting or construction services is uncontradicted in the record on appeal.

In support of its complaint, Elmdale Development attached a May 10, 2005, letter from Yore to the Board. In the letter, Yore said:

"In response to your question, it is our opinion that the Developer of your condominium association is responsible for the physical defects listed in our Transition Study prepared for the Elmdale Condominium Association, dated October 18, 2004.

The developer, or the Developer through their

