

John Bader Lumber Co. v. Employers Insur., 110 Ill. App.3d 247, 441 N.E.2d 1306 (Ill.App. Dist.1 11/01/1982)

[1] ILLINOIS APPELLATE COURT FIRST DISTRICT (1ST DIVISION) JUDGMENT AFFIRMED.

[2] No. 81-2848

[3] 110 Ill. App.3d 247, 441 N.E.2d 1306, 1982.IL.0001236 < http://www.versuslaw.com>

[4] OPINION FILED NOVEMBER 1, 1982.

[5] JOHN BADER LUMBER COMPANY, PLAINTIFF-APPELLEE,

v.

EMPLOYERS INSURANCE OF WAUSAU, DEFENDANT-APPELLANT.

[6] Appeal from the Circuit Court of Cook County; the Hon. James Murray, Judge, presiding.

[7] Jack L. Watson, of Schaffenegger, Watson and Peterson, Ltd., of Chicago, for appellant.

Lawrence G. Fretzin, of Chicago, for appellee.

[8] JUSTICE MCGLOON DELIVERED THE OPINION OF THE COURT:

[9] In a declaratory judgment action, the trial court granted plaintiff Bader Lumber Company's motion for summary judgment and entered a

[10] We affirm.

[11] Plaintiff John Bader Lumber Company (Bader) owned property located at 2020 North Clybourn Avenue in Chicago. The property was leased

[12] On February 14, 1979, the building on the leased premises was severely damaged by fire. On April 15, 1979, Robert R. Paul was injured

[13] Consequently, Bader filed a declaratory judgment action against Employers. After a hearing, the trial court granted Bader's motion for

[14] Employers argues on appeal that the trial court erred in granting Bader's motion for summary judgment. Employers maintains that evidence

[15] "As respects lessors of premises the inclusion of any such person, organization or estate applies only with respect to the ownership

[16] The certificate of insurance provided:

[17] "Including the interests of John Bader Lumber Company as an additional assured as respects the leased premises located at 2020 North

[18] Employers argues that terms "leased premises" and "premises leased" clearly indicate that coverage under the policy was effective on

[19] We find Employers' argument unpersuasive. The certificate of insurance issued to Bader also provided that in the event of cancellation

[20] • 1 Employers' interpretation of the policy and certificate conflicts with the unequivocal expiration date and cancellation provisions

[21] • 2 Additionally, Employers cannot resort to provisions of the master policy issued to American Can to support its contention. Bader

[22] • 3 Finally, we note that construction of the policies and contracts involved in this case was a question of law properly decided on

[23] For the foregoing reasons, the judgment of the circuit court of Cook County is affirmed.

[24] Judgment affirmed.

[25] GOLDBERG and O'CONNOR, JJ., concur.