

Bond Case Briefs

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Moore v. City of Clarksville

Court of Appeals of Tennessee, at Nashville - October 31, 2016 - Slip Copy - 2016 WL 6462193

Homeowners brought action against city alleging breach of implied contract after suffering damages from a sewage backup.

City moved for summary judgment. The Chancery Court granted the motion. Homeowners appealed.

The Court of Appeals held that:

- Gravamen of homeowners' action sounded in tort and was thus subject to Tennessee Governmental Tort Liability Act's one-year statute of limitations, and
- Homeowners' service of complaint on city administrative assistance was ineffective and did not toll the statute of limitations.

Gravamen of homeowners' action against city for breach of implied contract sounded in tort and was thus subject to Tennessee Governmental Tort Liability Act's one-year statute of limitations.

Homeowners alleged that they were intended beneficiaries to implied-in-fact contract demonstrated by sewer service access to the house, yet their complaint had, as a factual basis, raw sewage backing up into the house, and they sought compensatory damages.

Homeowners' service of tort complaint on city administrative assistance was ineffective and did not toll the one-year statute of limitations under the Tennessee Governmental Tort Liability Act. Homeowners were required to serve major or city attorney.