

Bond Case Briefs

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CONTRACTS - MONTANA

Hill County High School District No. A v. Dick Anderson Construction, Inc.

Supreme Court of Montana - February 7, 2017 - P.3d - 2017 WL 491783 - 2017 MT 20

School district brought action against designer and builder of high school's roof, which partially collapsed after heavy snowstorm, asserting claims for negligence, breach of express and implied warranty, breach of contract, negligent misrepresentation, deceit, and fraud.

The District Court granted summary judgment in favor of designer and builder. School district appealed.

The Supreme Court of Montana held that:

- Designer and builder of high school's roof "completed" the roof when the school was in full use, and thus, school district's claims were barred by statute of repose applicable to improvements to real property;
- Period of repose applicable to improvements to real property could not be tolled, and thus was absolute bar to school district's claims; and
- Action related to provisions of roof design contract, and thus, designer, as prevailing party, was entitled to attorney fees under roof design contract.