2013 IL App (2d) 110927-U
No. 2-11-0927
Order filed June 27, 2013

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

ROCHELLE COMMONS, LLC,	)	Appeal from the Circuit Court
	)	of Ogle County.
Plaintiff-Appellant,	)	
	)	
v.	)	No. 2007-L-000020
	)	
J.B. SULLIVAN, INC.,	)	Honorable
	)	Michael T. Mallon
Defendant-Appellee.	)	Judge, Presiding.

JUSTICE BIRKETT delivered the judgment of the court.
Justices Zenoff and Hudson concurred in the judgment.

ORDER

¶ 1 *Held*: Appellate jurisdiction was proper here because plaintiff's post-trial motion was filed during an extension given by the trial court within 30 days after judgment was entered, and plaintiff filed its notice of appeal within 30 days of the trial court's denial of its post-trial motion. Also, the trial court did not err in granting in part defendant's motion for a directed verdict capping the amount of damages plaintiff could present to the jury at $50,000 when plaintiff failed to prove damages in excess of that amount.

¶ 2 Plaintiff, Rochelle Commons, LLC, appeals from a judgment entered in the amount of $25,100 in its favor and against defendant, J.B. Sullivan, Inc., following a jury trial. On appeal, plaintiff argues that the trial court erred when it granted defendant's motion for a directed verdict

capping the amount of damages that the jury could consider at $50,000. In response, defendant argues: (1) this court lacks jurisdiction since plaintiff failed to file a timely notice of appeal; and (2) the trial court properly granted its motion for a directed verdict on the issue of damages. For the following reasons, we hold: (1) plaintiff's notice of appeal was timely filed and we therefore have jurisdiction over this matter; and (2) the trial court did not err in granting defendant's motion for a directed verdict capping the damages presented to the jury at $50,000. Accordingly, we affirm.

¶ 3 I. BACKGROUND

¶ 4 The record reflects that this action was brought by plaintiff, as landlord, seeking compensatory and consequential damages resulting from defendant/tenant's actions following the termination of a commercial lease that was originally entered into by defendant on November 22, 1991.[1]

¶ 5 Defendant is a corporate entity that owns and operates a grocery store under the name Sullivan Foods. The contract between the parties consisted of three documents: (1) the original lease dated November 22, 1991; (2) the first lease extension dated October 8, 2001; and (2) the second lease extension dated April 28, 2003. The original lease required defendant to "build out" the leased premises so that it could be used as a grocery store. These improvements were to be made at defendant's expense. Defendant also had to install all of its trade fixtures, which were items specific to the operation of a grocery store, *i.e.*, fryers, exhaust systems, bakery ovens, sinks, shelving, etc. The cost of the build-out was approximately $400,000 and the cost of the trade fixtures was approximately $700,000. Under the lease, defendant received a construction allowance of $150,000 from plaintiff.

[1]Plaintiff was not the original owner of the premises but took over the original lease by assignment after the lease was executed in 1991.

¶ 6 On February 20, 2004, plaintiff terminated the lease by written notice. In the termination notice plaintiff informed defendant that by February 27, 2004, it must : (1) remove all of its goods and effects; (2) remove all its personal properties; and (3) turn in all keys and drawings to plaintiff. If defendant failed to do any of the above plaintiff stated that it would obtain possession by changing the locks.

¶ 7 Three years later, on April 5, 2007, plaintiffs filed a complaint for breach of contract against defendant. Among other allegations, plaintiff alleged that defendant breached the terms of the lease by damaging or permitting the following to be damaged on the premises: (1) the walls and ceiling; (2) the electrical supply system and the wiring thereof; (3) the plumbing, fixtures, heating and air conditioning; and (4) the floor. Plaintiff also alleged that defendant left the premises in a filthy condition with garbage strewn around the premises in violation of the lease. Finally, plaintiff alleged that defendant's actions caused it to incur costs and expenses for the repair and replacement of items on the leased premises, including cleaning fees and necessary allowances to the succeeding tenant, in the amount of $205,000.

¶ 8 This action proceeded to jury trial on plaintiff's third amended complaint. The complaint contained nine different counts, although each count sought recovery under the same alleged theory of breach of contract: (1) count I (past due rent); (2) count II (liquidated damages); (3) count III (unpaid utilities); (4) count IV (rent concessions to non-party tenants); (5) count V (property damage); (6) count VI (rent concessions to subsequent tenant); (7) count VII (withdrawn); (8) count VIII (late fees); (9) count IX (negative covenant).

¶ 9 At trial, Jacquelyn Samonides testified that she was a real estate agent for Bravos Realty, the entity that owns and manages plaintiff. Samonides said that she attended a walk through of the premises in June 2004, four months after defendant was ordered to vacate the premises. She said

that she memorialized the damages that were allegedly caused by defendant in a DVD taken on June 23, 2004. However, she acknowledged that she had not been through the store at any time from the date defendant vacated the premises until June 2004.

¶ 10 George Bravos, plaintiff's principal owner, testified about the DVD of the premises that Samonides took on June 23, 2004, and confirmed that the jury had viewed it the day before. Bravos testified that it was his opinion that the building he leased to plaintiff was in such disrepair that he could not lease it to anyone. However, he then acknowledged that he leased the premises to Miguel Guzman one day after the DVD was taken. The lease was for a five-year term, with rent to start eight months after the lease was executed. Guzman also received a $50,000 construction allowance from plaintiff. When asked on cross-examination about the clause in the lease allowing Guzman to not pay rent for eight months, Bravos testified as follows:

> "Q. And the tenant, in fact, did a build out, and they also brought in their own coolers, their deli counters, and their cash registers; isn't that correct?
>
> A. Yes, but we gave them eight months of free rent which was making up for–
>
> Q. Sure.
>
> A. –other expenses, helping them out to–for the build outs.
>
> Q. Sure. Just like the Sullivan Foods lease they entered into November '91, and they had eight months they didn't start paying rent until June 1992?
>
> A. Something like that. It's customary."

¶ 11 Bravos said that the base rent for the lease between plaintiff and Guzman was $8,386 per month, almost $2,100 more than what defendant was paying plaintiff for rent during the final extension of the lease. In addition, unlike defendant, Guzman was required to pay for the common

areas, insurance, and taxes, so in total he was required to pay about $5,000 per year more than defendant was required to pay under the lease and its extensions.

¶ 12 Richard Ockerlund, a forensic engineer, testified that he was hired by Bravos to assess the damage that plaintiff alleged defendant committed when it vacated the premises. Ockerlund said that after reviewing Samonides' DVD, doing a site visit, reviewing the lease documents and architectural drawings, the complaint and various depositions, it was his professional opinion that the property was distressed and not rentable. After conducting his investigation, Ocklerlund said he prepared a report that was admitted into evidence as plaintiff's Exhibit 26. In that exhibit, Ockerlund made a list of "probable costs" that plaintiff would expect to incur to correct and clean up the damage to the premises. The total cost to correct the damages was listed as $197,340.

¶ 13 Scott Sullivan, defendant's representative, was called as an adverse witness in plaintiff's case-in-chief. He testified that by the time he received the written termination notice dated February 20, 2004, which demanded that defendant vacate the premises by February 27, 2004, he had three days to move out. Sullivan said he asked his attorney to see if plaintiff would give him a few more days to move out because moving a grocery store in three days was "darn near impossible." His request was denied. Instead, he, along with around 50 other people, moved out of the store in three days. He removed trade fixtures such as coolers, shelving, copper tubing, meat-cutting saws, and the grinders. When Sullivan was asked about the value of that equipment he testified, "I'm going to guess somewhere around $60,000." He later opined that although the fixtures were originally worth around $650,000 when they were put in the store, they were now only worth $60,000 because that was the total amount they would have been worth at auction.

¶ 14 Sullivan said that if he had been given a few more days, he still would have taken the trade fixtures. However, he said the premises would have had a nice, clean look. Instead, however, he

left there around 10:30 p.m. on Sunday, February 27, after "working his tail off" for three days, and the premises were dark. He went with Bravos to the walk-through in June 2004 to view the premises. He said that he told Bravos to give him a few days and they would come in and clean the place up. Bravos did not want him to do anything, however, he just wanted money.

¶ 15 Sullivan said that nothing in the lease precluded him from removing trade fixtures. According to him, everything he brought into the store was a trade fixture that he had purchased himself. Sullivan testified that in the last 40 years Sullivan Foods had owned many stores and had probably moved in and out of around 60 buildings. He said that when leaving each of those buildings he had removed the trade fixtures and had taken them with him every time he vacated the premises. He said that most of the fixtures he removed were either glued or bolted down to drywall. However, some of the drywall Sullivan put up himself. He acknowledged that the lease with plaintiff provided that the tenant agreed to repair any damages caused by the removal of any "alterations and additions" from the premises. He also agreed that the removal caused some damage to the premises. However, he valued the damages at around $5,000.

¶ 16 At the conclusion of plaintiff's case, defense counsel made an oral motion for directed verdict on the issue of damages. With regard to the damages issue defense counsel argued:

> "Basic contract law provides that the measure of damages is the amount of money necessary to put the plaintiff in the same position, or as if the contract had been performed, and even assuming the contract had been performed, and even assuming they claim or that there's a breach, that there was damage to the property caused by Sullivan in the manner that he removed it.
>
> There's been no evidence to establish any amount of money that the plaintiff has expended or is reasonably expected to expend in the future. What we have is

Mr. Ockerlund's testimony that it's going to take a build out of $197,000, and if it was an estimate, we're sitting with an empty shell building, and you were looking at this from a case, what does Mr.–what is reasonably expected that Mr. Bravos would have to expend to fix this up, and then that estimate would be pertinent.

Here they didn't spend anything, and they're not going to spend anything. This has already been renovated. At the very most, this count should be limited to the $50,000 construction damage allowance. That's the only amount that's been proven that's been paid. I think that's–there's clearly an argument as to why that should not be recoverable either, but at the very least, the limit should be to the $50,000, and we would request that the court direct a verdict on count V in that respect."

¶ 17 On March 3, 2011, the trial court granted in part defendant's motion for a directed verdict as to count V, and ordered that "[p]laintiff shall be limited to the $50,000 construction allowance as damages related to Count V, if any, as the court finds this is the only evidence produced by plaintiff as possible monies expended or reasonably expected to be expended related to the property damage in Count V." Trial ended on the same day, and the jury returned its verdict that day in the sum of $25,100 for plaintiff.

¶ 18 On March 31, 2011, 28 days after the jury had returned its verdict, but before the trial court had entered judgment, plaintiff filed a post-trial motion for judgment notwithstanding the verdict or for a new trial. On May 17, 2011, defendant filed a response to plaintiff's post-trial motion. In its response, defendant requested that the trial court enter an order denying plaintiff's post-trial motion and to enter judgment on the jury verdict. On May 19, 2011, the trial court entered judgment in this case. Plaintiff did not notice up the motion it filed on March 31, 2011. However, defendant noticed up plaintiff's motion for a hearing on June 8, 2011.

¶ 19 On June 6, 2011, plaintiff's attorney advised defense counsel and the trial court, via facsimile and regular mail, that he required surgery which had been scheduled for June 8, 2011, and he would not be able to attend the hearing. On June 8, 2011, the trial court entered an order noting that plaintiff's counsel failed to appear and that the post-trial motion was removed from the call. The court further ordered that if plaintiff failed to notice its post-trial motion for hearing before August 1, 2011, the motion would be denied for want of prosecution. The case was then set for status on August 4, 2011. On July 29, 2011, plaintiff's counsel re-filed the same motion that it had filed on March 31, 2011.

¶ 20 On August 4, 2011, the parties appeared for status. Over defendant's objection, plaintiff's post-trial motion filed on July 29, 2011, was set for hearing. The court also ordered that defendant's May 17, 2011, response to plaintiff's post-trial motion would stand as its response to the post-trial motion that plaintiff filed on July 29, 2011. The motion was then set for hearing on August 18, 2011. On August 18, 2011, after hearing arguments from both parties, the trial court denied plaintiff's motion for judgment notwithstanding the verdict or for a new trial. On September 15, 2011, plaintiff filed a notice of appeal.

¶ 21 II. ANALYSIS

¶ 22 Plaintiff's sole issue on appeal is that the trial court erred in granting defendant's motion for a directed verdict limiting the damages presented to the jury at $50,000. Before we address the merits of this issue, however, we must first address defendant's contention that this court lacks jurisdiction over this matter because plaintiff failed to timely file its notice of appeal.

¶ 23 A. Jurisdiction

¶ 24 Defendant argues that because plaintiff abandoned its original post-trial motion and did not seek to obtain an extension within the 30-day period in which to file a post-trial motion, the trial

court lost jurisdiction of this case as of June 19, 2011. It also claims that plaintiff's post-trial motion filed on July 29, 2011, was an improper filing of a successive post-trial motion in violation of section 2-1202(b) of the Code of Civil Procedure (Code) (735 ILCS 5/2-1202(b) (West 2010)), and did not toll the time for filing a notice of appeal. Therefore, it contends, the trial court's orders of August 4, 2011, and August 18, 2011, are void, and plaintiff's notice of appeal filed on September 15, 2011, was untimely as a matter of law. As support for these propositions it cites to *Manning v. City of Chicago*, 407 Ill. App. 3d 849 (2011), and *Trentman v. Kappel*, 333 Ill. App. 3d 440 (2002).

¶ 25 In response, plaintiff argues that this court has jurisdiction to hear this matter because the notice of appeal was filed within 30 days of the trial court's ruling on August 18, 2011, when it denied plaintiff's post-trial motion that it filed on July 29, 2011. Plaintiff contends that when the trial court entered its order on June 8, 2011, allowing plaintiff until August 1, 2011, to notice up its original post-trial motion, that order served as an extension of time to file the same motion again on July 29, 2011. The trial court then maintained jurisdiction over this matter when it continued the hearing on plaintiff's post-trial motion until it was heard and denied for the first time on August 18, 2011.

¶ 26 Section 2-1202(c) of the Code, which governs post-trial motions in civil jury cases, requires that a post-trial motion be filed "within 30 days after the entry of judgment or discharge of the jury, if no verdict is reached, *or within any further time the court may allow within the 30 days or any extensions thereof.*" (Emphasis added.) 735 ILCS 5/2-1202(c) (West 2010).

¶ 27 Supreme Court Rule 303(a)(1) requires that "a notice of appeal must be filed with the clerk of the circuit court within 30 days after the entry of the final judgment appealed from, or, if a timely post-trial motion directed against the judgment is filed, whether in a jury or nonjury case, within 30

days after the entry of the order disposing of the last pending post-trial motion. Ill. S. Ct. R. 303(a)(1) (eff. June 4, 2008). A jury verdict is not a "judgment" as that term is used in Rule 303(a). *Village of Lake in the Hills v. Hain*, 222 Ill. App. 3d 88, 91 (1991). Our supreme court demands strict compliance with its rules governing appeals, and neither a trial court nor an appellate court has authority to excuse compliance with the requirements mandated by such rules. *Mitchell v. Fiat-Allis, Inc.*, 158 Ill. 2d 143, 150 (1994). The timely filing of an appeal is not only mandatory, but also provides the appellate court's jurisdictional basis. *In re Estate of Kunsch*, 342 Ill. App. 3d 552, 553 (2003).

¶ 28 We have reviewed the record and find that plaintiff's September 15, 2011, notice of appeal was timely filed. Therefore, we have jurisdiction to review the merits of this appeal.

¶ 29 Here, plaintiff's post-trial motion that it filed on March 31, 2011, was neither timely nor directed against the judgment because it was filed after the jury returned a verdict, but before the trial court entered judgment. Section 2-1202(c) of the Code provides that a post-trial motion in a jury case must be filed within 30 days after the entry of "judgment," not the entry of a jury verdict. 735 ILCS 5/2-1202(c) (West 2010); *McDonald v. Health Care Service Corp.*, 2012 IL App (2d) 110779, ¶ 21. Therefore, pursuant to section 2-1202(c) of the Code, in order to file a timely post-trial motion, plaintiff had to file such a motion by either: (1) 30 days from May 19, 2011, (the day the trial court entered judgment in this case); or (2) within any further time the court allowed within those 30 days, or any extension thereof. See 735 ILCS 5/2-1202(c) (West 2010).

¶ 30 On June 8, 2011, within 30 days of the final judgment, the trial court granted plaintiff an extension of time until August 1, 2011, to notice up its March 31, 2011, motion, and the matter was given a status date of August 4, 2011. Although the trial court erred in ordering plaintiff to "notice up" a motion that was not timely nor directed against the judgment in violation of section 2-1202(c)

of the Code (735 ILCS 5/2-1202(c) (West 2010)), it is clear that the trial court's June 8, 2011, order granted plaintiff an extension until August 1, 2011, within which to act. It is immaterial that plaintiff did not request such an extension since the trial court had the power to order an extension pursuant to section 2-1202(c) of the Code. 735 ILCS 5/2-1202(c) (West 2010). Therefore, the motion that plaintiff filed on July 29, 2011, was timely filed. We reject defendant's argument that the motion filed on July 29, 2011, was an improper successive post-trial motion, since it was the only properly filed post-trial motion.

¶ 31 Additionally, defendant's reliance on *Manning* and *Trentman* does not persuade us that we lack jurisdiction here. In *Manning*, plaintiff timely filed a motion for an extension of time to file his post-trial motion, and obtained that extension, within 30 days after judgment was entered in the case. However, he then failed to either file a motion or obtain another extension of time before the first extension period lapsed. The appellate court held that the trial court lost jurisdiction over the matter at that time, and the trial court's later orders granting plaintiff's request for second and third extensions of time, and its order denying the motion, were nullities, making the notice of appeal untimely. *Manning*, 407 Ill. App. 3d 849, 857 (2011). In this case, however, we are presented with a different scenario, one in which an extension was given by the trial court after plaintiff failed to appear in court. Nothing in section 2-1202(c) of the Code precludes the trial court from extending the time *sua sponte* for a party to file a post-trial motion. Further, plaintiff filed its post-trial motion within that extension time. Therefore, *Manning* does not aid us in our analysis.

¶ 32 *Trentman* was a medical malpractice action in which the defendant prevailed after a jury trial. The trial court denied plaintiff's post-trial motion, and he appealed. On appeal, the reviewing court found that it did not have jurisdiction because, although the plaintiff sought and was granted 13 extensions of time in which to file a post-trial motion, after the ninth extension the plaintiff missed

the deadline when it failed to either obtain another extension or file a motion. *Trentman*, 333 Ill. App. 3d 440, 444 (2002). The court reasoned that since there was nothing pending before the court to stay enforcement of the judgment, the trial court lost jurisdiction when the previously granted extension ran out. *Id.* In this case, however, the March 31, 2011, motion was pending before the court during the 30-day period after the trial court entered judgment. Although that motion was untimely and not directed against the judgment, it nevertheless was before the court for ruling on June 8, 2011, when plaintiff failed to appear. The court still retained jurisdiction over the case at that time, and its decision to allow plaintiff an extension until August 1, 2011, and to set the matter for status on August 4, 2011, was proper. The case was then again continued until plaintiff's post-trial motion was denied on August 18, 2011. Since plaintiff's notice of appeal was filed within 30 days of the trial court's August 18, 2011, order denying plaintiff's post-trial motion, this court is vested with jurisdiction to review this appeal. See Ill. S. Ct. R. 303(a) (eff. June 4, 2008). We now turn to the merits of plaintiff's appeal.

¶ 33 B. Motion for Directed Verdict Capping Damages

¶ 34 Plaintiff argues that the trial court erred in granting defendant's motion for a directed verdict and instructing the jury to limit the damages that it could recover in an amount not to exceed $50,000. Specifically, it claims that the testimony adduced at trial by its expert, Richard Ockerlund, unequivocally established that the amount of property damage caused by defendant to plaintiff's property was $197,340. It also contends that by limiting the damages that it could recover, the trial court confused the jury and rendered it impossible for the jury to contemplate awarding plaintiff $60,000 for the damage defendant caused when it removed the fixtures from the property. As support for this contention, plaintiff claims that Scott Sullivan's testimony established that $60,000

was the minimum amount of damages plaintiff sustained as a result of defendant removing the fixtures.

¶ 35 Our supreme court has held that recoverable damages in a breach of contract action are those which either: (1) naturally result from a breach; or (2) if the damages were the consequence of special or unusual circumstances which were within the reasonable contemplation of the parties at the time they made the contract. *Midland Hotel Corp. v. Rueben H. Donnelly Corp.*, 118 Ill. 2d 306, 318 (1987). Damages in a breach of contract action must be proved with reasonable certainty and cannot be based on conjecture or speculation. *Kirkpatrick v. Strosberg*, 385 Ill. App. 3d 119, 130 (2008). The burden of proof of damages is on the plaintiff, not on the defendant. *First National Bank v. Dusold*, 180 Ill. App. 3d 714, 418 (1989).

¶ 36 It is well-settled law that a verdict may only be directed in those limited cases where "all of the evidence, when viewed in its aspect most favorable to the opponent, so overwhelmingly favors [the] movant that no contrary verdict based on that evidence could ever stand." *Pedrick v. Peoria and Eastern R.R. Co.*, 37 Ill. 2d 494, 510 (1967). In ruling on a motion for a directed verdict "a court does not weigh the evidence, nor is it concerned with the credibility of the witnesses; rather, it may only consider the evidence, and any inferences therefrom, in the light most favorable to the party resisting the motion." *Maple v. Gustafson*, 151 Ill. 2d 445, 453 (1992). Since a trial court cannot weigh or judge the credibility of witnesses in deciding a motion for a directed verdict, the reviewing court need not give substantial deference to its ruling. *City of Matoon v. Mentzer*, 282 Ill. App. 3d 628, 633 (1996). Therefore, a trial court's ruling on a motion for directed verdict will be reviewed *de novo*. *Perkey v. Portes-Jarol*, 2013 IL App (2d) 120470, ¶ 54.

¶ 37 We have reviewed the evidence presented in this case and hold that, even viewing the evidence and inferences therefrom in the light most favorable to plaintiff, the trial court properly

granted defendant's motion for a directed verdict capping the damages that could be presented to the jury at $50,000. Here, although plaintiff's expert testified that it would cost $197,340 to clean up the damaged premises, that figure was based upon "probable costs," not actual costs, to repair the premises. Ockerlund also testified that the property was distressed and not rentable. He was wrong on both accounts. Not only was the property rentable, it was rented out one day after the walk-through in June 2004. Further, plaintiff presented no evidence that he spent any money at all fixing the premises before it was rented out to Guzman.

¶ 38 Plaintiff complains that although he did indeed rent out the premises without fixing the property, he only did so by giving Guzman a $50,000 construction allowance and eight months of free rent. However, instead of presenting evidence that plaintiff was forced to give Guzman a $50,000 construction allowance and eight months of free rent to induce him to lease the damaged property, Bravos instead testified that when defendant leased the premises in 1991 the original owner also gave defendant a construction allowance. In fact, the record reflects that defendant was given a construction allowance of $150,000 in 1991, three times the amount that plaintiff gave Guzman. With regard to the free rent, Bravos testified that, like Guzman, defendant was also given eight months of free rent back in 1991. He even went so far as to testify that the free rent provision during a build-out was customary in the industry.

¶ 39 Plaintiff cites to *Pyramid Enterprises, Inc. v. Amadeo*, 10 Ill. App. 3d 575 (1973), for the proposition that if the condition of the premises is not the same at the end of a tenancy as at the beginning, the landlord may hold the tenant liable for the costs to return the premises to such condition that it can be re-let. *Id*. at 579. While we agree with this proposition, plaintiff presented no evidence of the costs he paid out to re-let the premises to Guzman. Since Bravos admitted that

the free rent during a build-out was customary in the industry, the only cost that plaintiff actually paid out was the $50,000 construction allowance.

¶ 40 Finally, plaintiff argues that the trial court's order capping the damages at $50,000 confused the jury and did not allow them to consider the $60,000 of damages caused by defendant removing the fixtures. This issue is without merit since, contrary to plaintiff's claim, Sullivan never testified that he caused $60,000 in damage to the premises when he removed the fixtures. In plaintiff's brief it claims that "[t]he testimony adduced at trial even by the defendant's sole witness Mr. Scott Sullivan establishes that the minimum amount of damages suffered by the plaintiff as a result of the defendant removing such fixtures was $60,000." Plaintiff grossly misrepresents the record in making this allegation. A review of the record pages cited by plaintiff makes it quite clear that Sullivan testified that the *value* of the fixtures that he removed was $60,000, and not that he caused $60,000 worth of damages in removing such fixtures. For all these reasons, we hold that the trial court properly granted defendant's motion for a directed verdict limiting the amount of possible damages that the jury could consider at $50,000.

¶ 41 III. CONCLUSION

¶ 42 In sum, plaintiff timely filed its post-trial motion during an extension given by the trial court within 30 days after judgment was entered in this case. Further, plaintiff timely filed his notice of appeal within 30 days of the trial court's order denying that motion. Accordingly, we have jurisdiction over this matter. Additionally, since plaintiff presented no evidence of any monies expended in fixing the damage to the premises that defendant allegedly caused, with the exception of the $50,000 construction allowance plaintiff gave Guzman in order to re-let the premises, the trial court properly granted defendant's motion for directed verdict and capped the allowable damages in this case at $50,000.

¶ 43 Accordingly, the judgment of the circuit court of Ogle County is affirmed.

¶ 44 Affirmed.