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JUNE, 2017

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Williams Ground Services, Inc. v. Jordan

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*Robert D. Russo III*, with whom was *Colin B. Connor*,  
for the appellant (defendant).

*Paul S. Nakian*, for the appellee (plaintiff).

*Opinion*

BEAR, J. The defendant, Robert F. Jordan, appeals from the judgment rendered, following a bench trial, in favor of the plaintiff, Williams Ground Services, Inc., on the plaintiff's claim of payment due for unpaid landscaping and snow plowing services. On appeal, the defendant claims that the trial court erred by (1) determining that the statute of limitations had been tolled because he unequivocally acknowledged the debt and (2) admitting certain documents that he argues are inadmissible under various provisions of the Connecticut Code of Evidence. We affirm the judgment of the trial court.

The following facts, as found by the court, and procedural history are relevant to the resolution of this appeal. The plaintiff's principal, Ronald Williams, beginning in approximately 2001, "performed lawn, cleanup, lawn maintenance, and snow plowing services" for the defendant at his single family home in Darien. These services were provided by Williams annually from 2001 through 2013, and were billed to the defendant, who made payments on an irregular and infrequent basis.

At some point, the plaintiff became aware that the defendant's house was for sale, and the two parties discussed the matter. When the sale of the home was imminent, the defendant asked the plaintiff to plow the driveway so that a moving company could move him out safely. The defendant indicated that the plaintiff would receive a "fat check" at the closing. He also indicated that the outstanding bill would be paid in full.

NOTE: These pages (174 Conn. App. 249 and 250) are in replacement of the same numbered pages that appear in the Connecticut Law Journal of 27 June 2017.

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The plaintiff acceded to the defendant's request and plowed the driveway.<sup>1</sup>

On January 6, 2015, the plaintiff commenced this action against the defendant to recover the outstanding balance due for his services. The defendant filed an answer and three special defenses asserting that (1) the plaintiff sought compensation for services he did not provide, (2) the plaintiff was not the entity the defendant knew to have performed work on his property, and (3) the plaintiff was not entitled to the punitive damages and attorney's fees he claimed. The parties subsequently submitted pretrial briefs in which the defendant for the first time raised a statute of limitations defense as a basis for dismissing the action, and the plaintiff argued that the continuing course of conduct doctrine tolled the statute of limitations.

On August 18, 2015, following a bench trial, the court issued its memorandum of decision. The court found that the defendant had waived any statute of limitations defense by failing to raise it as a special defense. Alternatively, the court found that the defendant's several acknowledgments of the debt and the conduct of the parties tolled the statute of limitations. The court also found that the defendant had not proved his first and second special defenses, but it found, pursuant to his third special defense, that he had proved that the plaintiff was not entitled to punitive damages or attorney's fees. Finally, the court found in favor of the plaintiff on his claim for unpaid landscaping and snow plowing services, awarded him \$32,558.70 in damages with taxable costs, and rendered judgment thereon. This appeal

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<sup>1</sup> The court also found that prior to the sale of the defendant's real property, some confusion occurred because the plaintiff improperly filed a mechanic's lien on the land records for the estimated amount of his services, but money was held out at the closing to satisfy any damages awarded to the plaintiff from any legal action.