

**[J-41-99]**  
**IN THE SUPREME COURT OF PENNSYLVANIA**  
**WESTERN DISTRICT**

RONALD E. CROUSE, SR. AND	:	No. 56 W.D. Appeal Dkt. 1998
ALIQUIPPA FORGE, INC.,	:	
	:	Appeal from the Order of the Superior
Appellants	:	Court entered on December 12, 1997 at
v.	:	No. 1254PGH1996 reversing the Order
	:	entered on June 28, 1996 in the Court of
CYCLOPS INDUSTRIES AND	:	Common Pleas of Allegheny County, Civil
COMBINED CYTEMP SPECIALTY	:	Division at No. GD 92-9847.
STEEL DIVISION OF CYCLOPS	:	
INDUSTRIES,	:	
	:	
Appellees	:	ARGUED: March 9, 1999

**CONCURRING AND DISSENTING OPINION**

**MR. JUSTICE SAYLOR**

**DECIDED: JANUARY 28, 2000**

I join the majority in holding that the four-year statute of limitations should govern claims predicated on the theory of promissory estoppel. However, I agree with the Superior Court that Appellants' claim is barred, as the record establishes that Appellants knew or had reason to know of the asserted breach more than four years prior to the commencement of this action.<sup>1</sup>

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<sup>1</sup> I also question whether the discovery rule should apply to a claim based upon promissory estoppel. Although the discovery rule, which evolved in the tort context, has been applied by Pennsylvania courts in some discrete categories of cases involving contractual or quasi-contractual claims, see, e.g., Amodeo v. Ryan Homes, Inc., 407 Pa. Super. 448, 453-54, 595 A.2d 1232, 1235 (stating that "the discovery rule does apply to cases involving defective construction"), its use has not been adopted on a wholesale basis in this area, and, notably, other jurisdictions are divided as to its applicability. Compare Morris v. Fauver, 707 A.2d 958, 972 (N.J. 1998)("the rationale for employing the discovery rule in tort- or fraud-type actions . . . does not carry over to most contract actions, and therefore, the discovery rule has not been applied in such suits"); CLL Assoc. Ltd. v. Arrowhead (continued...)

Mr. Chief Justice Flaherty and Mr. Justice Castille join this concurring and dissenting opinion.

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(...continued)

Pacific Corp., 497 N.W.2d 115, 117 (Wis. 1993)(“[i]n the context of general contract law, public policy favors the current rule that the contract statute of limitations begins to run at the time of breach”), with Heron Financial Corp. v. United States Testing Co., 926 S.W.2d 329, 332 (Tex. App. 1996)(“a discovery rule analysis applies to both tort and contract actions alike”).