

Defendant, Ford Motor Company's requested charge No. 1

I charge you, members of the jury, that the defendant in this case, Ford Motor Company, is under no duty to design its' product so as to render it wholly incapable of producing an injury.

Given
J. J. Madison
judge

Defendant, Ford Motor Company's requested charge No. 2

I charge you, members of the jury, that you may not return a verdict in favor of the plaintiff in this case based upon sympathy.

John
Jeffrey G. Markham
judge

Defendant, Ford Motor Company's requested charge No. 3

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case on the occasion complained of in the plaintiff's first cause of action the plaintiff was himself guilty of negligence which proximately contributed to his own injuries and damages in that at said time and place he failed to exercise reasonable care for his own safety, then I charge you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company, under plaintiff's first cause of action.

Dixon
J. J. Madison
Judge

Defendant, Ford Motor Company's requested charge No. 4

I charge you, members of the jury, that mere proof of injury or that the product broke or failed to function while being normally used does ^{NOT} permit the jury to draw the inference that the accident or the failure, if any, was caused by a defect of any kind in the product on that occasion.

~~True~~ Refused
Jeffrey J. Mallett
Judge

Defendant, Ford Motor Company's requested charge No. 5

I charge you, members of the jury, that you may not return a verdict in favor of the plaintiff and against the defendant Ford Motor Company in this case which contains as a part of the damages awarded, if any, any amount as compensation to the plaintiff for any alleged loss of crops, extra costs in hiring labor, or loss of income unless the plaintiff has reasonably satisfied you from all of the evidence in the case that said loss was occasioned by his injury and not by the fact that the combine in question failed to function properly.

~~Done~~ Refused
Jefair J. Marshall
Judge.

Defendant, Ford Motor Company's requested charge No. 6

I charge you, members of the jury, that if you believe the evidence in this case, as to Ford Motor Company, you may not award the plaintiff any amount as compensation for any claimed loss of income, loss of crops, extra costs or expenses, or other property damage unless you are reasonably satisfied from the evidence that said loss was the direct result of the plaintiff's personal injury and not just that the combine failed to function properly.

Refused
J. Fair J. Marshall
Judge

Defendant, Ford Motor Company's requested charge No. 7

I charge you, members of the jury, that if you believe the evidence in this case you may not award the plaintiff any amount to compensate him for any claimed future expenses in and about the care and treatment of his injuries.

Refused
J. J. Madison
Judge

Defendant, Ford Motor Company's requested charge No. 8

I charge you, members of the jury, that Carl Grant
Tractor Company was not the agent of Ford Motor Company at
any time relative or material to this action.

~~James~~ Refused
Jeffrey J. Maxwell
Judge

Defendant, Ford Motor Company's requested charge No. 9

The court charges the jury that it was the duty of the plaintiff to exercise reasonable diligence to avoid or minimize those damages, if any, sustained by him, and, if you are reasonable satisfied from the evidence in this case that the plaintiff negligently failed to so minimize his damages, you cannot award the plaintiff any amount as compensation for those damages which he could have so avoided or minimized.

*Given
Jurying. made by
judge*

Defendant, Ford Motor Company's requested charge No. 10

I charge you, members of the jury, that a manufacturer has no duty to design a product which is accident proof or foolproof.

Refused
Jeffrey J. Washburn
judge

Defendant, Ford Motor Company's requested charge No. 11

I charge you, members of the jury, that under the law of Alabama there is no duty on the manufacturer, marketer or seller of a product to warn a purchaser of a danger which is open and obvious. I charge you that if you are reasonably satisfied from the evidence in this case that the danger, if any, to the plaintiff in working beneath the header on the occasion complained of with said header in a raised position and without blocking the same or otherwise providing for safety supports was open and obvious, then you may not return a verdict in favor of the plaintiff and against this defendant based on any theory of failure to warn.

J. J. [unclear]
J. J. [unclear]
[unclear]

Defendant, Ford Motor Company's requested charge No. 12

I charge you, members of the jury, that if you are reasonably satisfied that from the evidence in this case that on the occasion complained of the plaintiff had knowledge of facts sufficient to warn a man of ordinary sense and prudence of the danger existing in working beneath the header in a raised position without supporting blocks and of the natural and probable consequences of his own conduct in doing so, then I charge you the plaintiff was guilty of negligence if he failed to exercise ordinary care to discover and avoid the danger and the injury.

~~Some~~ Refuse
Jeffery M. Mable
Judge

Defendant, Ford Motor Company's requested charge No. 13

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that the plaintiff was guilty of negligence in failing to appreciate the danger of working beneath the header on the combine in question with the header in a raised position and without supporting blocks or safety blocks when he had opportunity and knowledge sufficient to stimulate reasonable care in that respect, and that negligence, if any, proximately contributed to his injuries and damages then I charge you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company under plaintiff's first cause of action.

Dwan
Jeffrey G. Madlbaum
Judge

Defendant, Ford Motor Company's requested Charge Numbered 14

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case under plaintiff's Second Cause of Action that on the occasion complained of in the plaintiff's complaint, the plaintiff failed to use and operate the combine and header in question in the usual and customary manner, which said failure proximately contributed to the accident and plaintiff's injuries and damages, then I charge you that you may not return a verdict for the plaintiff under plaintiff's Second Cause of Action against the defendant, Ford Motor Company.

*Withdrawn
msk*

*J. J. Mason
Judge*

Defendant, Ford Motor Company's requested Charge Numbered 15

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that the combine in question was, when marketed by this defendant, and when the same left the control of this defendant, reasonably fit for the ordinary purposes for which such combines were used, then you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company.

~~Refused~~
Refused
Julian J. Marshall
Judge

Defendant, Ford Motor Company's requested Charge Numbered 16

The Court charges the jury that in determining whether or not the design of the combine in question was reasonably safe for its' intended uses, you may consider, among other things, the conformity or similarity of this combine's design, including its' hydraulic system to those manufactured by other manufacturers in the industry, up to and during 1968.

~~Henry~~ Refuse!
Jeffery M. Madaleno
Judge

Defendant, Ford Motor Company's requested Charge Numbered 17

I charge you, members of the jury, that the defendant, Ford Motor Company, in this case is not responsible for the actions of any company or person in maintaining, inspecting or using said combine after it left the possession and control of the defendant, Ford Motor Company.

Withdrawn

~~Refused~~
Jeffrey J. Mandelstern
Judge

Defendant, Ford Motor Company's requested Charge Numbered 18

I charge you, members of the jury that the mere fact that an accident occurred, standing alone, does not permit the jury to draw the inference that the accident was caused by a defect of any kind in the combine or the header on that occasion.

Given
Jeffery M. Maclester
Judge

Defendant, Ford Motor Company's requested Charge Numbered 19

The Court charges the jury that unless you are reasonably satisfied from the evidence in this case on the occasion complained of in plaintiff's First Cause of Action that the combine in question was dangerous and unsafe when applied to the use for which it was manufactured in a manner that was usual and customary with respect to said combine, then you may not return a verdict for the plaintiff and against the defendant, Ford Motor Company, under plaintiff's First Cause of Action.

Revised
Jefferson J. MacAlester
Judge

Defendant, Ford Motor Company's requested Charge Numbered 20

The Court charges the jury that no manufacturer of any product, including a combine, is under any duty or obligation to so manufacture that product or its' components so that it or they will not eventually wear out from prolonged use, the passage of time, the exposure to the elements or any combination of these factors.

Refused
J. Fairg. Mansel
Judge

Defendant, Ford Motor Company's requested Charge Numbered 21

I charge you, members of the jury, that the plaintiff bears the burden of proving to your reasonable satisfaction from all of the evidence in this case under plaintiff's cause of action with respect to the combine in question that the defendant, Ford Motor Company, failed to use due care in the manufacturer of the combine or failed to use proper materials reasonably suited to the manufacture of a hydraulic system or failed to use due care to test and inspect the hydraulic system of the combine or its' durability or functionality for the purpose for which it was intended or failed to properly design said combine or failed to warn the plaintiff of a dangerous condition created when the corn header was raised and he was under the same to service the same. I charge you that if the plaintiff has failed to prove at least one of these elements to your reasonable satisfaction from all of the evidence in this case, then you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company, under the plaintiff's First Cause of Action.

~~Supper~~ Referred
Deputy J. Washburn
Judge

Defendant, Ford Motor Company's requested Charge Numbered 22

The Court charges the jury that you cannot base a verdict against the defendant, Ford Motor Company, on evidence which rests purely in speculation, conjecture or surmise.

Given
Jeffery J. Macleod
Judge

Defendant, Ford Motor Company's requested Charge Numbered 24

I charge you, members of the jury, that the plaintiff bears the burden of proving to your reasonable satisfaction under plaintiff's second cause of action that the combine in question was not fit for the purposes for which it was sold or was not made of good and merchantable materials or contained defective and improperly manufactured and assembled parts or contained a defective, weak and dangerous non-functioning hydraulic system or apparatus or was not suitable or capable of performing the function for which it was intended or was not properly inspected, tested or serviced by the defendant, Ford Motor Company. I charge you that if the plaintiff has failed to prove any of these elements to your reasonable satisfaction from the evidence in this case, then you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company, under plaintiff's Second Cause of Action.

Refused
Jeffrey M. Moulton
Judge

Defendant, Ford Motor Company's requested Charge Numbered 25

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that at the time of the plaintiff's accident it was not usual and customary to work beneath the header on a combine such as the one in question with the header in a raised position without first providing for blocks or jacks to support said header and that the plaintiff did so work beneath said header without such blocks or supports on the occasion of said accident, then I charge you that you may not return a verdict in favor of the plaintiff and against the defendant, Ford Motor Company, if you are further reasonably satisfied from the evidence that this action on the part of the plaintiff proximately contributed to his accident and injuries.

Refused
Jeffrey J. Maskeben
Judge

~~SS [REDACTED]~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 1, CIVIL ACTION NO. 11863

I charge you members of the Jury that proof of an
accident does not in itself prove negligence or breach
of warranties.

*Given
Deputy J. M. Mollen
Judge*

~~[REDACTED]~~

~~CONFIDENTIAL~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 2, CIVIL ACTION NO. 11863

Plaintiff must reasonably satisfy you from the evidence that the following facts and conditions combined and concurred to produce injury to the Plaintiff *as to the second cause of action:*

1. Defendant, Carl Grant Tractor Company, sold to the Plaintiff the product or article in question, in this case a model 630 Ford combine.
2. That at the time of sale the Defendant, Carl Grant Tractor Company, knew or had reason to know of a particular purpose for which the combine was to be used.
3. That the Defendant at the time of the sale knew or had reason to know the Plaintiff was relying on the skill and judgment of the Defendant, Carl Grant Tractor Company, to select or furnish a suitable combine for the intended purpose.
4. That at the time of sale the Defendant, Carl Grant Tractor Company, exercised his skill and judgment in the selection of the combine and the Plaintiff relied thereon.
5. That the said combine in question was used by the Plaintiff for the particular purpose for which selection had been made by the Defendant.
6. That the combine in question was not reasonably fit and suitable for the use for which it was selected.

~~Sever~~
~~Refused~~
Joseph J. Masterson
Judge

7. That the injury to the Plaintiff was proximately caused by the failure of the Defendant to select a combine that was reasonably safe for the intended use.
8. That the Plaintiff gave reasonable notice to the Defendant within a reasonable time after he discovered or should have discovered the alleged breach of warranty.

~~PLAINTIFF'S NAME~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 3, CIVIL ACTION NO. 11863

I instruct you members of the Jury that in order for the Plaintiff to prevail in ~~this~~ ^{the second} cause of action, the Plaintiff must reasonably satisfy you from the evidence that the following material allegations combined and concurred to produce the alleged personal injuries to the Plaintiff:

1. That this Defendant was a merchant or seller with respect to goods of the same kind as the product or article in question, in this case, a model 630 Ford combine;
2. That the Defendant sold the combine in question;
3. That the combine in question was used for the ordinary purposes for which combines are used;
4. That the combine in question was defective, or unmerchantable, i.e., not fit for the ordinary purposes for which combines are used;
5. That a defect or defects in the combine in question proximately caused the injury to the Plaintiff;
6. That the Plaintiff gave notice to this Defendant within a reasonable time after he discovered or should have discovered the alleged breach of warranty.

~~Signature~~ *Refused*
Jeffrey J. Madison
Judge

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 4, CIVIL ACTION NO. 11,863

I instruct you ladies and gentlemen of the Jury that you should not allow any type of sympathy or prejudice or bias to influence your verdict in this case, but your verdict should be based solely on the evidence introduced in the case and the Law applicable to the case as given you by the Court.

*Given
Jurying. made
Judge*

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 5, CIVIL ACTION NO. 11,863

I instruct you ladies and gentlemen of the Jury that contributory negligence is negligence on the part of the Plaintiff that proximately contributed to the Plaintiff's alleged injuries.

*Refused
Debra J. Marshall
Judge*

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 6, CIVIL ACTION NO. 11,863

I instruct you members of the Jury that the burden is on the Plaintiff to reasonably satisfy you as to the proof of every material allegation of his Complaint, and if the Plaintiff has not discharged this burden to the reasonable satisfaction of every member of the Jury, the Jury cannot find a verdict in favor of the Plaintiff.

Given
Jeffrey G. Washburn
Judge

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 7, CIVIL ACTION NO. 11,863

I instruct you ladies and gentlemen of the jury that the Defendant, Carl Grant Tractor Company, cannot be held liable for any negligence on the part of Ford Motor Company, in the manufacture or design of the combine and cornheader made the subject of this suit.

*Refused
Jeffrey G. Mollen
Judge*

ROSS CLAIM DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 8, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence that the combine made the subject of the Plaintiff's Complaint was not defective, then I instruct you that your verdict must be for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's Second Cause of Action.

Sworn
Jeffery G. Washburn
Judge

~~CROSS CLAIMANT AND~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 9, CIVIL ACTION NO. 11863

Plaintiff must reasonably satisfy you from the evidence that the following facts and conditions combined and concurred to produce the damages claimed by the Plaintiff *in the second cause of action*

1. That the Defendant was a merchant with respect to goods of the same kind as the combine in question;
2. That the Defendant sold the combine in question to the Plaintiff;
3. That the combine in question was used for the ordinary purposes for which such products are used;
4. That the combine in question was defective, or unmerchantable i.e., not fit for the ordinary purposes for which such products are used;
5. That the defect (defects) in the combine proximately caused damage to the Plaintiff;
6. That the Plaintiff gave notice to the Defendant, Carl Grant Tractor Company, within a reasonable time after he discovered or should have discovered the alleged breach of warranty.

~~John D. ...~~ *Refused*
Jeffrey J. Madaleno
Judge

POSS CLAIMANT DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 10, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence in this case that the Plaintiff sustained injuries as a result of a mere accident without fault on the part of the Defendant, Carl Grant Tractor Company, then your verdict should be for the Defendant, Carl Grant Tractor Company.

Green
Jefair J. Maskeboom
Judge

CROSS CLAIMANT AND DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 11, CIVIL ACTION NO. 11863

I instruct you ladies and gentlemen of the Jury that you may not conclude or infer from the evidence that the combine made the subject of the Plaintiff's Complaint was defective merely because the accident happened.

By
Jeffrey J. MacArthur
Judge

CROSS CLAIMANT DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 12, CIVIL ACTION NO. 11863

I instruct you ladies and gentlemen of the Jury that the Law does not permit you to conclude or assume that there was any negligence on the part of the Defendant, Carl Grant Tractor Company, simply because the accident occurred. The burden of proof is upon the Plaintiff to prove to your reasonable satisfaction all the material averments of the Complaint charging the Defendant, Carl Grant Tractor Company, was negligent and that the negligence of the Defendant, Carl Grant Tractor Company, proximately caused or contributed to the accident.

Given
Jeffrey J. MacArthur
Judge

ROSS CLAIMANT AND DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 13, CIVIL ACTION NO. 11863

I instruct you ladies and gentlemen of the Jury that
if you are reasonably satisfied from all the evidence that
the Defendant, Carl Grant Tractor Company, was not negligent
or if you find that Carl Grant Tractor Company's negligence
was not the proximate cause of the Plaintiff's injuries, then
your verdict must be for the Defendant, Carl Grant Tractor
Company, as to the Plaintiff's First Cause of Action.

Refused
J. J. Marshall
judge

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 14, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence that the Defendant, Carl Grant Tractor Company, was guilty of negligence as alleged in the Plaintiff's Complaint which proximately caused or contributed to the accident, and if you are further reasonably satisfied from all the evidence that the Plaintiff was also guilty of negligence on the occasion of the accident which proximately caused or contributed to the accident and his injuries and damages, then I instruct you that your verdict must be for the Defendant, Carl Grant Tractor Company.

*Refused,
Tufan J. Washburn
Judge*

CROSS CLAIMANT DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 15, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence that the combine made the subject of the Plaintiff's Complaint was not defective, then I instruct you that your verdict must be for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's Second Cause of Action.

*James
S. J. Malibran
Judge*

~~CROSS CLAIMANT AND~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 16, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence that an alleged breach of warranty occurred as set out in the Plaintiff's Complaint, and you are further reasonably satisfied from all the evidence that the alleged breach of warranty did not directly or proximately cause or contribute to the Plaintiff's alleged injuries, then I instruct you that your verdict must be for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's Second Cause of Action.

~~same~~ Refused
Jefair J. Henderson
judge

ROSS CLATMAN, DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 17, CIVIL ACTION NO. 11863

I instruct you ladies and gentlemen of the Jury that if you are reasonably satisfied from all the evidence that the action and activity of Carl Grant Tractor Company did not directly or proximately cause the accident made the basis of this suit, then I instruct you ladies and gentlemen of the Jury that your verdict must be for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's First Cause of Action.

*Refused
J. J. M. M. M.
judge*

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 18, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied that a witness called to testify in this case willfully and falsely swore to any material fact, then I instruct you members of the Jury that in your discretion you may disregard that witness's testimony entirely.

*Refused
Jeffrey M. Moulis
Judge*

~~ROSS CLAIMANT~~ DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 12, CIVIL ACTION NO. 11863

I instruct you members of the Jury that if you are reasonably satisfied from all the evidence that there was no negligence on the part of the Defendant, Carl Grant Tractor Company, at the time the combine was sold or delivered to the Plaintiff, which proximately caused or contributed to the accident made the basis of the Plaintiff's Complaint, then I instruct you members of the Jury that you must return a verdict for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's First Cause of Action.

Refused
Jeffrey J. Madole
Judge

[REDACTED] DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 20, CIVIL ACTION NO. 11,863

I instruct you ladies and gentlemen of the Jury that
there is no presumption whatsoever of any negligence on the
part of the Defendant, Carl Grant Tractor Company, simply
because an accident occurred.

Refused
J. J. W.
Judge.

ROSS CLADMAN AND DEFENDANT'S, CARL GRANT TRACTOR COMPANY, INC.,
A CORPORATION, REQUESTED JURY CHARGE NO. 21, CIVIL ACTION NO. 11863

I instruct you ladies and gentlemen of the Jury that if you are reasonably satisfied from all the evidence that the Defendant, Carl Grant Tractor Company, did not give or extend any expressed or implied warranty to the Plaintiff, then I instruct you members of the Jury that your verdict must be for the Defendant, Carl Grant Tractor Company, as to the Plaintiff's Second Cause of Action.

*Referred
J. J. M. Judge*

Defendant, Carl Grant Tractor Company, Inc., requested charge No. 22,
Civil Action No. 11863

The court charges the jury that it was the duty of the plaintiff to exercise reasonable diligence to avoid or minimize these damages, if any, sustained by him, and, if you are reasonably satisfied from the evidence in this case that the plaintiff negligently failed to so minimize his damages, you cannot award the plaintiff any amount as compensation for those damages which he could have so avoided or minimized.

Given
Jeffrey G. MacLisken
Judge

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 23, Civil Action No. 11863

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that at the time of the plaintiff's accident it was not usual and customary to work beneath the header on a combine such as the one in question with the header in a raised position without first providing for blocks or jacks to support said header and that the plaintiff did so work beneath said header without such blocks or supports on the occasion of said accident, then I charge you that you may not return a verdict in favor of the plaintiff and against the defendant, Carl Grant Tractor Company, Inc., if you are further reasonably satisfied from the evidence that this action on the part of the plaintiff proximately contributed to his accident and injuries.

*Refused,
Jeffrey J. MacLennan
Judge*

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 24, Civil Action No. 11863

I charge you, members of the jury, that if you believe the
evidence in this case you may not award the plaintiff any amount
to compensate him for any claimed future expenses in and about
the care and treatment of his injuries.

Refused;
J. J. M. Judge

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 25, Civil Action No. 11863

I charge you, members of the jury, that under the law of Alabama there is no duty on the manufacturer, marketer or seller of a product to warn a purchaser of a danger which is open and obvious. I charge you that if you are reasonably satisfied from the evidence in this case that the danger, if any, to the plaintiff in working beneath the header on the occasion complained of with said header in a raised position and without blocking the same or otherwise providing for safety supports was open and obvious, then you may not return a verdict in favor of the plaintiff and against this defendant based on any theory of failure to warn.

*Refused,
J. G. M. Judge*

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 26, Civil Action No. 11863

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that the combine in question was, when sold by this defendant and when the same left the control of this defendant reasonably fit for the ordinary purposes for which such combines were used then you may not return a verdict in favor of the plaintiff and against the defendant, Carl Grant Tractor Company, Inc.

Dixon
J. J. M.

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 27, Civil Action No. 11863

I charge you, members of the jury, that the plaintiff bears the burden of proving to your reasonable satisfaction under plaintiff's second cause of action that the combine in question was not fit for the purposes for which it was sold or was not made of good and merchantable materials or contained defective and improperly manufactured and assembled parts or contained a defective, weak and dangerous non-functioning hydraulic system or apparatus or was not suitable or capable of performing the function for which it was intended or was not properly inspected, tested or serviced by the defendant, Carl Grant Tractor Company, Inc. I charge you that if the plaintiff has failed to prove any of these elements to your reasonable satisfaction from the evidence in this case, then you may not return a verdict in favor of the plaintiff and against the defendant, Carl Grant Tractor Company, Inc., under plaintiff's Second Cause of Action.

Given
J. G. M. Judge

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 28, Civil Action No. 11863

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that the combine in question was, when sold by this defendant, and when the same left the control of this defendant, reasonably fit for the ordinary purposes for which such combines were used, then you may not return a verdict in favor of the plaintiff and against the defendant, Carl Grant Tractor Company., Inc.

*Refused
S. J. M. Judge*

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge
Numbered 29, Civil Action No. 11863

I charge you, members of the jury, that you are not entitled to indulge in speculation or conjecture or surmise as to what loss of income, if any, the plaintiff might sustain in the future, and if it becomes necessary for you to indulge in speculation or conjecture or surmise to determine what that might be, if anything, then the plaintiff has failed to meet the burden of proof in this regard and you may not award the plaintiff any recovery based thereon.

Refused
J. J. M. Judge

Defendant, Carl Grant Tractor Company, Inc.'s requested Charge No. 30,
Civil Action No. 11863

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case under plaintiff's Second Cause of Action that on the occasion complained of in the plaintiff's complaint, the plaintiff failed to use and operate the combine and header in question in the usual and customary manner, which said failure proximately contributed to the accident and plaintiff's injuries and damages, then I charge you that you may not return a verdict for the plaintiff under plaintiff's Second Cause of Action against the defendant, Carl Grant Tractor Company, Inc.

*Referred
J. J. M.*

Defendant, Carl Grant Tractor Company, Inc.'s requested charge No. 31,
Civil Action No. 11863

I charge you, members of the jury, that mere proof of injury
or that the product broke or failed to function while being normally
used does permit the jury to draw the inference that the accident or
the failure, if any, was caused by a defect of any kind in the product
on that occasion.

*Refused,
J. J. M. Judge*

Defendant, Carl Grant Tractor Company, Inc's requested Charge
Numbered 32, Civil Action No. 11863

I instruct you members of the jury that you cannot hold the
Defendant, Carl Grant Tractor Company, Inc., liable as to the First
Cause of Action for any hidden or latent defects in the combine
which might have existed at the time the combine was delivered to
the Plaintiff, unless you are reasonably satisfied from all the
evidence that the Defendant, Carl Grant Tractor Company, Inc., knew
of such.

*Refused,
J. J. M. Judge*

Defendant, Carl Grant Tractor Company, Inc.'s requested charge No. 33
Civil Action No. 11863

I charge you, members of the jury, that if you are reasonably satisfied from the evidence in this case that the plaintiff was guilty of negligence in failing to appreciate the danger of working beneath the header on the combine in question with the header in a raised position and without supporting blocks or safety blocks when he had opportunity and knowledge sufficient to stimulate reasonable care in that respect, and that negligence, if any, proximately contributed to his injuries and damages then I charge you may not return a verdict in favor of the plaintiff and against the defendant, Carl Grant Tractor Company, Inc., under plaintiff's first cause of action.

Refused
J. A. M. [Signature]