

Defendant's Jury Charge No. 1

The Court charges the Jury that the Defendant, Baldwin County Electric Membership Corporation, is a supplier of electricity and is not responsible for defects in the Hydes' electrical system to which electricity is supplied.

Refused
W. J. Walker
Judge

Defendant's Jury Charge No. 2

The Court charges the Jury that the Defendant, Baldwin County Electric Membership Corporation, had no responsibility to maintain or inspect the electrical wires running to and from the meter box in the Plaintiffs' house.

Refused
W. J. Walter, Jr.
Judge

Defendant's Jury Charge No. 3

The Court charges the Jury that the Defendant, Baldwin County Electric Membership Corporation, is not responsible for defects in the Plaintiffs' meter, meter box, fuse box, and the electrical wiring in the Plaintiffs' house unless you are reasonably satisfied from the evidence that the Defendant, Baldwin County Electric Membership Corporation, had actual knowledge of such defects. ~~They should have known~~

✓ ~~such defects existed if they did exist?~~ They are responsible for any negligence in labor or work done to the hydrol electrical system

me
Refused
W. J. Williams, Jr.
Judge

Defendant's Jury Charge No. 4

The Court charges the Jury that the Defendant, Baldwin County Electric Membership Corporation, is not responsible for defects in the electrical wiring in the Plaintiffs' house unless you are reasonably satisfied from the evidence that the Defendant, Baldwin County Electric Membership Corporation, had actual knowledge of such defects.

*Refused
by J. Wilton J.
Judge*

Defendant's Jury Charge No. 5

I charge you, members of the Jury, that negligence means the failure to exercise reasonable care; that is, such care as a reasonably prudent person would have exercised under the same or similar circumstances. Therefore, negligence is the failure to do what a reasonably prudent person would have done under the same or similar circumstances, or, the doing of something which a reasonably prudent person would not have done under the same or similar circumstances. Proximate cause means that cause which in the natural and probable sequence of events and without the intervention of any new or independent cause, produced the Plaintiffs' damages and without which such damages would not have occurred.

Unless you are reasonably satisfied by the evidence that the Defendant, Baldwin County Electric Membership Corporation, was guilty of negligence which was a proximate cause of the fire at the Plaintiffs' home, then you cannot return a verdict in favor of the Plaintiffs.

✓

neg

Refused
[Signature]

Defendant's Jury Charge No. 6

I charge you, members of the Jury, that in arriving at a verdict in this case, you must depend only upon the evidence presented during the trial and the law which the Judge instructs you upon. You must not permit sympathy, prejudice or emotion to influence you in reaching a verdict.

✓

General after

*Refused
By Justice, J
Judge*

Defendant's Jury Charge No. 7

I charge you, members of the Jury, that in reaching a verdict in this case, your verdict must not be based upon mere speculation, conjecture, guesswork, or surmise, but must be based upon the evidence and the just and reasonable inferences shown by the evidence.

✓

Refused
G. J. Witten, Jr.
Judge

Defendant's Jury Charge No. 8

~~I charge you, members of the Jury, that your verdict in this case must be based upon the evidence and not upon mere conjecture.~~ Conjecture is simply an explanation consistent with known facts or conditions, but not deducible from them as a reasonable inference. There may be two or more plausible explanations as to how an event happened or what produced it; yet, if the evidence is without selective application to any one of them, they remain conjectures only. In other words, if you find from the evidence that the fire in the Plaintiffs' home could have been caused by negligence of the Defendant, Baldwin County Electric Membership Corporation, but that it also could have been the result of other causes, and that the evidence does not tend to indicate which of the causes is the more plausible explanation for the occurrence of the fire, then your verdict in this case must be for the Defendant, Baldwin County Electric Membership Corporation.

circumstantial evidence

*Refused
W. J. Smith, Jr.
Judge*

Defendant's Jury Charge No. 9

I charge you, members of the Jury, that the burden of proof is upon the Plaintiffs, Mr. and Mrs. Ross C. Hyde, Linda Faulk, and the United States Fire Insurance Company, to reasonably satisfy you by the evidence of the material allegations of their complaint. In this case, the Plaintiffs have accused the Defendant, the Baldwin County Electric Membership Corporation, of negligence, and further accused that that negligence proximately caused the Plaintiffs to suffer certain damages. Before the Plaintiffs are entitled to recover in this case, they must reasonably satisfy each and every one of you by the evidence, both that the Defendant was negligent and also that that negligence was the proximate cause of the Plaintiffs' damages.

Respectfully,
Walter J. [unclear]
Judge

Defendant's Jury Charge No. 10

I charge you, members of the Jury, that the burden is upon the Plaintiffs, Mr. and Mrs. Ross C. Hyde, Linda Faulk, and the United States Fire Insurance Company, to reasonably satisfy you by the evidence of the truthfulness of the matters and things claimed by them, before they would be entitled to recover. If, after considering all of the evidence, your mind is left in a state of doubt and conjecture, so that you are not reasonably satisfied of the truthfulness of the matters and things claimed by the Plaintiffs, then the Plaintiffs are not entitled to recover.

Referred
L. J. Wilkins, Jr.
Judge

Defendant's Jury Charge No. 11

I charge you, members of the Jury, that the burden of proof is upon the Plaintiffs, Mr. and Mrs. Ross C. Hyde, Linda Faulk, and the United States Fire Insurance Company, to reasonably satisfy you by the evidence that the fire in their home and the damages they suffered from that fire were the proximate result of negligence of the Defendant, Baldwin County Electric Membership Corporation. If you find from the evidence that the proof goes no further than to show that the fire could have occurred in a certain way, then the Plaintiffs have not met their burden of proof and are not entitled to recover in this case. Proof which goes no further than to show that an injury could have occurred in an alleged way, does not warrant the conclusion that it did so occur, where from the same proof the injury can with equal probability be attributed to some other cause.

Referred
W. J. Walters &
Judge

Defendant's Jury Charge No. 12

I charge you, members of the Jury, that if you are reasonably satisfied by the evidence that the Plaintiffs, Mr. and Mrs. Ross C. Hyde, Linda Faulk, and the United States Fire Insurance Company, are entitled to recover in this case, then, in awarding damages, your verdict must not be based upon mere speculation, guesswork, conjecture or surmise, but must be based upon the evidence and the just and reasonable inferences shown from the evidence.

Revised
Walter J.
Judge

PLAINTIFF'S REQUESTED CHARGE NO. 1

The Court charges the jury that if you are reasonably satisfied from the evidence that the property of the plaintiff was damaged or destroyed as the proximate consequence of the negligence of the defendant, then you must assess the damage sustained by the plaintiff. The market value of the goods is a criterion of their value, yet the Court does not mean that the plaintiffs cannot show the cost of the goods in arriving at their value. Household goods, such as furniture bedding, and wearing apparel, kept for use and not for sale, and which have in fact been used, may have a real intrinsic value to the owner, and yet little or no market value. In some instances it would be difficult, as well as expensive, to replace them, and yet, if put upon the market, there would be little or no demand for them, and in such cases the value should be fixed or ascertained in some rational way, other than by showing what they would bring in a particular market or if hawked off by a secondhand dealer.

Birmingham RY., Light & Power Co. v. Hinton. 157 Ala. 630,
47 So. 576

Referred
L. G. W. J.
Judge

PLAINTIFFS' REQUESTED CHARGE NO. 2

The court charges the jury that, negligence may be established by circumstantial evidence and the reasonable inferences to be drawn therefrom; and the proximate cause of an injury may be established by circumstantial evidence.

Great Atlantic & Pacific Tea Co. V. Meeks
34 Ala. App. 241, 38 So. 2d 891 (1949)

PLAINTIFFS' REQUESTED CHARGE NO. 3

The court charges the jury that, negligence means the failure to exercise reasonable care; that is, such care as a reasonably prudent person would have exercised under the same or similar circumstances.

Therefore, "negligence" is the failure to do what a reasonably prudent person would have done under the same or similar circumstances, or, the doing of something which a reasonably prudent person would not have done under the same or similar circumstances.

APJI 28.01

✓
Referred
H. J. [Signature]
Judge