

IN THE COURT OF CLAIMS OF OHIO

ANTHONY J. GEDDAS, #A413-919 :
P.O. Box 120 :
Lebanon, Ohio 45036 : Case No. 2002-04411-AD

Plaintiff : MEMORANDUM DECISION

v. :

WARREN CORRECTIONAL :
INSTITUTION :

Defendant :

: : : : : : : : : : : : : : : :

For Defendant: Gregory C. Trout, Chief Counsel
Department of Rehabilitation and
Correction
1050 Freeway North
Columbus, Ohio 43229

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FINDINGS OF FACT

{¶1} 1) On or about September 15, 2001, plaintiff, Anthony J. Geddas, an inmate incarcerated at defendant, Warren Correctional Institution, was transferred from the institution's general population to a segregation unit.

{¶2} 2) Plaintiff has alleged that his wedding band was stolen when his property was being packed by defendant's personnel incident to the transfer.

{¶3} 3) Plaintiff filed this complaint seeking to recover \$100.00 for property loss, plus filing fee reimbursement. Plaintiff was not required to submit a filing fee. Plaintiff has asserted his wedding band was stolen as a proximate cause of negligence on the part of defendant in exercising control over his

property items.

{¶4} 4) Defendant explained plaintiff was placed in segregation on September 28, 2001 and his property was inventoried at that time, in his presence. Defendant contended plaintiff did not complain about any missing property items when his property was being packed. Defendant acknowledged plaintiff's wedding band was not packed on September 28, 2001. However, defendant pointed out plaintiff signed his property inventory slip on September 28, 2001 as being "a complete and accurate inventory of all my personal property." Defendant denied any liability in this matter.

{¶5} 5) Plaintiff filed a response stating he possessed a wedding band on September 5, 2001. Plaintiff asserted he was not present during the pack-up of his property on September 28, 2001, although the property inventory record does indicate plaintiff was present during the packing of his property. Plaintiff implied he was forced to sign the property inventory slip dated September 28, 2001.

CONCLUSIONS OF LAW

{¶6} 1) This court in *Mullett v. Department of Correction* (1976), 76-0292-AD, held that defendant does not have the liability of an insurer (i.e., is not liable without fault) with respect to inmate property, but that it does have the duty to make "reasonable attempts to protect, or recover" such property.

{¶7} 2) Although not strictly responsible for a prisoner's property, defendant had at least the duty of using the same degree of care as it would use with its own property. *Henderson v. Southern Ohio Correctional Facility* (1979), 76-0356-AD.

{¶8} 3) Plaintiff has the burden of proving, by a preponderance of the evidence, that he suffered a loss and that this loss was proximately caused by defendant's negligence. *Barnum v. Ohio State University* (1977), 76-0368-AD.

{¶9} 4) Plaintiff's failure to prove delivery of his wedding band to defendant constitutes a failure to show imposition of a

legal bailment duty on the part of defendant in respect to lost property. *Prunty v. Department of Rehabilitation and Correction* (1987), 86-02821-AD.

{¶10} 5) Plaintiff must produce evidence which affords a reasonable basis for the conclusion defendant's conduct is more likely than not a substantial factor in bringing about the harm. *Parks v. Department of Rehabilitation and Correction* (1985), 85-01546-AD.

{¶11} 6) Plaintiff has failed to prove, by a preponderance of the evidence, he sustained any loss as a result of any negligence on the part of defendant. *Fitzgerald v. Department of Rehabilitation and Correction* (1998), 97-10146-AD.

{¶12} Having considered all the evidence in the claim file and adopting the memorandum decision concurrently herewith;

{¶13} IT IS ORDERED THAT:

{¶14} 1) Plaintiff's claim is DENIED and judgment is rendered in favor of defendant;

{¶15} 2) Court costs are assessed against plaintiff.

DANIEL R. BORCHERT
Deputy Clerk