

Dedication to serving the needs of its clients has been the backbone of Gibson & Behman, P.C. since its founding in 1987. G&B prides itself on providing progressive and economical solutions to the needs of clients in all areas of the firm's practice. We take a macro view of our clients' needs to address root causes of issues and to formulate plans to avoid future problems.

As a national mid-sized firm with offices throughout the northeast, in Florida and California we are of sufficient size to service all of our clients' needs, but remain small enough to provide personal service and attention to each of our clients no matter the size or scope of the issues presented to the firm.

Our proven litigation track record and our ability to analyze trends in the legal community provide confidence to our clients and has allowed us to develop a reputation as zealous advocates. We strive to excel in all areas of our practice with client satisfaction, as always, our paramount goal.



www.gibsonbehman.com

HAPPY HOLIDAYS FROM ALL OF US AT GIBSON & BEHMAN, P.C.

About our Newsletter

The Gavel is a publication of Gibson & Behman, P.C. Articles are written by the firm's attorneys and are not intended as a substitute for professional consultation or legal advice on a particular case. If you would like to be on our mailing list to receive future issues of The Gavel, please contact us at 1-800-372-1443.

December 2008

Ever changing events in the financial markets are effecting businesses and individuals locally and globally. In these challenging economic times, the importance of a law firm dedicated to protecting your interest while being mindful of the bottom line is no longer a luxury, but a necessity. Prudent counsel is a prerequisite to success.

Daniel P. Gibson and Scott R. Behman

INSIDE THIS ISSUE:

- Massachusetts **1**
- New York **2**
- Connecticut **3**
- Rhode Island **4**
- Maine/NH **5**
- Massachusetts **6**
- Florida **7**



GIBSON & BEHMAN, P.C. SUCCESSFUL IN SUMMARY JUDGMENT

Attorneys Charles Hambelton and Christie Burnett of G&B's Burlington office recently prevailed on a motion for summary judgment in a personal injury claim. The case arose out of a trip and fall that occurred in a middle school parking lot after the Plaintiff attended her son's Pop Warner football game. The Plaintiff injured herself when she tripped over a pothole and missed months of work as a result of her injuries. The plaintiff's demand was for \$100,000.00.

Attorney Hambelton, who argued the motion, explained that the purpose of the recreational use statute is to provide liability protection to entities that provide space for the recreational use of the public free of charge. As such, the Town of Burlington's actions had to rise above the negligence standard, to willful, wanton and reckless. Plaintiff's counsel attempted to distinguish the matter at hand, involving a school parking lot, from all other recreational use case law by asserting that the school is not solely recreational and thus should not fall under the recreational use statute.

G&B had directly rebutted this argument in the Response to Plaintiff's Opposition to our Motion for Summary Judgment by pointing to a recent Superior Court case, Murphy v. Wachusset School District where the judge applied the recreational use statute to a school cafeteria that was being used after-hours for community soccer league's party. Judge Kern agreed with G&B's argument and granted the motion for summary judgment.



SJC Departs from Liquor Liability Precedent: Imposes Duty on Third Party

Departing from established precedent, the Massachusetts Supreme Judicial Court last week ruled that a limousine company and its driver could be held liable for allowing a customer to drive home after a night of drinking. In Commerce Insurance v. Ultimate Livery Service, the SJC reversed a summary judgment entered in favor of the limousine service and its driver and remanded the matter to stand trial.

The SJC concluded that on the facts of this case, the defendants did have a duty to prevent an intoxicated customer from getting behind the wheel. The intoxicated customer and his friends had hired a limousine for a bachelor party which started at a sports bar, then proceeded to a gentlemen's club and ended back at the sports bar where the customers had driven in their own cars to meet at the beginning of the evening. Although neither the limousine company nor its drivers had provided any alcohol to the group, the driver had observed their drinking at the sports bar and the gentlemen's club. The court also noted that the very reason the group hired the limousine in the first place was that it was expected that the group's members would drink to the point of not being able to drive themselves home safely and that the limousine company shared this awareness.

This case represents the first occasion where the SJC has found a duty to exist on the part of a third party, who did not furnish alcohol to an intoxicated person to prevent that person from driving intoxicated. This decision is particularly noteworthy because neither the limousine company nor its driver had furnished alcohol to the bachelor party group. Prior decisions finding a duty, whether on the part of a licensed establishment or a social host, have hinged on the supplying or control of the alcohol. The SJC's ruling in this case may also portend a closer scrutiny by the courts of the adequacy of steps taken by those that do supply alcohol to prevent intoxicated patrons from drinking and driving.

G&B Prevails on Behalf of Sizzler Restaurant in Bronx County Slip and Fall Case



G&B's New York City office obtained a defense verdict in a recent trial in the Supreme Court of Bronx County, New York. The case involved a claim based on negligence in the ownership, operation and control of the establishment. Trial lasted for five days and resulted in a defense verdict.

This was a personal injury action arising out of an alleged fall, which occurred at the Sizzler Restaurant located in Bronx, New York, on or about April 10, 2004. The plaintiff claimed that she slipped on a wet substance and fell ON the ladies' bathroom floor at Sizzler. As a result of the fall, plaintiff alleged that she sustained a dislocated shoulder.

The plaintiff alleged that Sizzler Restaurant was negligent in creating a dangerous condition by allowing water and/or liquid to accumulate

on the floor of the bathroom, which caused plaintiff to slip and fall and injure herself. Plaintiff further alleged that Sizzler was negligent in failing to warn of this condition and/or cordon off the area.

Plaintiff was seventy-four years old at the time of her alleged fall and was at the Sizzler Restaurant with her church group for brunch. Plaintiff testified that she did not see wetness on the floor before or after her fall and the only reason she believed there was water on the floor was because the tail-end of her dress was wet. During the trial various witnesses from the church testified on behalf of the plaintiff, going so far as to say that they saw the wet floor which allegedly caused plaintiff's fall. However, on cross-examinations, these witnesses were confronted with statements they gave to

an investigator which told a completely different story.

As a result of the inconsistencies, the jury did not find these witnesses credible and gave credence to several employees of Sizzler who were called as witnesses. The Sizzler witnesses testified to the policy and procedures regarding mopping the bathroom floor and at least two of these witnesses testified that immediately after plaintiff's fall they checked the bathroom and found the floor to be dry.

After approximately one hour of deliberation, the jury returned a verdict finding that Sizzler was not negligent. The jury never reached the issue of damages.

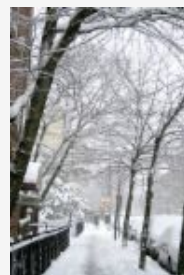
NOTICE...PLAINTIFFS HAVE NO CASE

The New York Appellate Division recently dismissed two actions refuting a perception that injury equals payday. Plaintiffs are stringently held to their burden as the below cases exemplify.

In brief, the court wrote in Purcell v. York Building Maintenance Corp. that the plaintiff's claim that appellant created the slippery condition of the floor on which plaintiff slipped by excessive waxing rests only on her observation that the floor was "shiny." Such evidence, without more, does not permit an inference of negligent waxing....Nor may such inference be made on the basis of plaintiff's testimony that a carpet and a yellow "caution" or "slippery" sign were placed on the floor shortly after her fall.

In Torres v. Washington Heights Business Improvement District Management Association, the plaintiff was injured when she tripped on garbage at a street fair. The court swiftly dismissed this case noting that although the defendant, as a licensee who obtained permission to use the designated streets to sponsor and host the fair, owed a duty of care to maintain the area in a reasonably safe condition, the evidence demonstrates that defendant established its entitlement to summary judgment by showing that it had no constructive notice of the defective condition. The general awareness of litter in the streets is insufficient to raise a triable issue as to whether defendant had constructive notice of the plastic bag that caused plaintiff's fall.

Both cases solidified the fact that plaintiffs are required to show that potential defendants have notice of defects. Without notice, constructive or actual, no liability can rest with the defendants.



NEW YORK
80 Broad Street
13th Floor
New York, NY 10004
Phone (212) 609-2634
Fax (212) 609-2943

DEFENSE VERDICT IN CASE AGAINST RESTAURANT FOR ALLEGED FOOD POISONING

Attorneys Lawrence Lafferty and Candace Moss of G&B's Florida office recently obtained a defense verdict in a negligence action against a Specialty Insurance Company's insured, a restaurant located in Broward County, Florida. The plaintiff alleged after eating lunch at the insured's restaurant she became violently ill due to food poisoning.

On September 13, 2006, the plaintiff and approximately eight co-workers took another co-worker to lunch at the insured's restaurant to celebrate her birthday. After consuming lunch and returning to the office, the plaintiff claimed she became violently ill. However, the evidence showed the plaintiff did not become ill until at least 36 hours after consuming food at the insured's restaurant. The evidence further showed the

plaintiff did not seek medical attention until at least 48 hours after consumption. The plaintiff offered the testimony of two co-workers who claimed they also felt ill. The defense called the general manager who testified as to the restaurant's practices regarding the preparation of its products and its compliance with state and federal law.

The defense argued out of 782 people who consumed food at the insured's restaurant, the week of this incident and 105 people who consumed food at the insured's restaurant, on the day of the incident, only the plaintiff and two of her co-workers reportedly felt ill. The defense focused on the fact that the medical records did not conclusively show the plaintiff had food poisoning, especially a negative stool culture which is used to detect food poisoning. The de-

fense outlined the plaintiff's history of gastro-intestinal problems, including the Plaintiff being diagnosed 10 years previously with gastrological problems. Further, the defense focused on the point that the plaintiff had similar symptoms approximately one year after the incident at the insured's restaurant.

After a day and a half of trial in the 17th Judicial Circuit in and for Broward County Florida, the jury found no negligence on the part of the insured restaurant. The plaintiff's demand was for \$45,000.



Boca Raton
4400 N. Federal Highway
Boca Raton, FL 33431
Ph. ((561) 392-5128
Fx: (561) 392-5127

EXPANDING LIABILITY LEADS TO INCREASED AWARDS

A Florida jury recently announced an \$8 million dollar verdict in an unfortunate wrongful death case. The decedent was shot to death in the parking lot of an apartment complex while visiting friends. The shooter has yet to be found, but on November 21, 2008, a Florida jury held the apartment complex's managers and owners civilly liable for failing to provide proper security at the apartment complex.

According to the family's Florida wrongful death lawyers, the defendant failed in its duty to provide adequate security on the premises when it neglected to install surveillance cameras and security guards at the complex

despite the fact that crime was growing in the area. Police, in fact, recorded 9 assaults, 24 burglaries, 2 robberies, and 3 shootings that took place at the complex between 2002 and 2006.

The personal injury attorneys also noted that the property owners' failure to repair the apartment complex's broken security gates and a fallen fence made it easy for anyone to enter the premises and commit a crime. The complex has denied engaging in any wrongdoing leading to decedent's death.

Premises Liability

Apartment complex owners and managers are supposed to imple-

ment the proper safety measures to prevent residents and visitors from becoming the victims of crimes. When inadequate security leads to crimes being committed on a premises the property owner and/or manager can be held liable for premises liability or wrongful death.

DEFENSE VERDICT IN CASE AGAINST TAVERN WHERE DESIGNATED DRIVER INVOLVED

Attorneys Scott Behman and Dan Shanahan of Gibson & Behman's Burlington office recently obtained a defense verdict in a liquor liability case against a Hospitality Mutual Insurance Company's insured, a tavern located in Lowell, Massachusetts. The plaintiff alleged he was a passenger in a vehicle operated by his companion who was negligently served alcohol by the tavern. The vehicle was later involved in a high speed accident on a highway in Chelmsford. As a result of the accident, the plaintiff sustained life-threatening injuries.

On May 2, 2005, the plaintiff and two companions arrived at the defendant tavern and were served alcohol. At some point during the evening, the bartender "shut off" the alleged driver and the plaintiff. There was a dispute as to whether the bartender served the alleged driver after shutting him off. There was evidence that the bartender, who was familiar with these individuals, offered them a ride home, or in the alternative, offered to call a taxi. The patrons refused. The bartender then designated a third member of the group, who had only consumed one beer and did not appear intoxicated, to drive the group to his house in Lowell. There was undisputed testimony that the bartender escorted the

group outside, and observed the designated driver enter the driver's seat. There was evidence that after the group arrived at the designated driver's house, the plaintiff got into the driver's seat and attempted to find a friend's house in Chelmsford. While traveling on Route 495, the vehicle swerved off the roadway into the median, struck an embankment, and rolled over several times, coming to a rest on its roof. The plaintiff was ejected, and the other occupant was entrapped in the vehicle. Based on observations made at the accident scene, State Police determined that the entrapped occupant was the operator at the time of the accident.

The defense first argued that for the tavern to be found liable, the plaintiff must first prove who was operating the vehicle at the time of the accident. The plaintiff offered testimony from several witnesses, including State Police troopers, a State Police accident reconstructionist, and a medical expert. The defense called its own accident reconstructionist and medical expert, who testified that the plaintiff was the operator. The defense argued that if the jury found that the plaintiff was a passenger, then the bartender did not continue to serve alcohol to the driver after shutting him off. The defense also

argued that it was not foreseeable that the plaintiff and the alleged driver would abandon the plan of staying at the designated driver's house and attempt to drive to another party.

As a result of the accident, the plaintiff suffered an intracranial hemorrhage, a fractured neck requiring subsequent surgery, loss of vision in one eye and other injuries. The plaintiff claimed that as a result of the traumatic brain injury, he was unable to work, and offered evidence from an economist for loss of earning capacity exceeding two million dollars. The plaintiff incurred approximately \$186,000 in medical expenses. The defendant disputed the extent and severity of the plaintiff's traumatic brain injury, and other injuries caused by the accident, and offered expert testimony through a neurologist and neuropsychologist.

After eight days of trial in Lowell Superior Court, a Middlesex County jury found that the alleged driver was not the operator of the vehicle at the time of the accident, and judgment entered in favor of the tavern. The plaintiff's demand was \$500,000, the policy limits for the insured. No



Massachusetts
One Mountain Road
Burlington, MA 01803
Ph. (781) 229-6667
Fx. (781) 229-2368

Boston
One Faneuil Hall
Boston, MA 02109
Ph. (617) 723-9170
Fx. (617) 367-8697

SUPERIOR COURT EXTENDS PROTECTION FOR PROPERTY OWNERS FOR SLIP AND FALL CASES INVOLVING SNOW AND ICE

Property owners and contractors alike will no longer feel a harsh chill when busy holiday shoppers slip and fall around parking lot snow piles this winter, following a recent Superior Court ruling in Essex County. The court held that property owners and snow plow contractors are not liable for injuries resulting from ice forming from water rivulets melting from man-made snow banks. As long as the water rivulets flow naturally, unconfined by conditions created by the property owner, there is no duty to remove the ice that may form. The Court further extended to snow removal contractors the same protection enjoyed by property owners for falls caused by a natural accumulation of snow or ice.

In Shannon B. Leary v. Mall at Liberty Tree Hill, et al., the Plaintiff and her friend were walking across a parking lot one week after it had been plowed by a snow removal contractor hired by the property owner. Plaintiff slipped and fell on a patch of ice connected to a pile of snow located two to three feet away that had formed when melted runoff from a snow pile refroze. In granting summary judgment to the defendants, the Court held that the snow melting and forming ice was a natural accumulation, which was not later altered.

The Court's ruling further protects land owners by finding that a property owner who partially removes a natural accumulation of snow or ice, leaving in place some of the original accumulation without modifications that increase the risk of pedestrians falling, is not liable for injuries resulting from falls caused by residual natural accumulation.

FREQUENCY OF CLAIMS CONTINUES TO DECREASE, BUT CONNECTICUT WORKERS' COMPENSATION MARKET REMAINS STABLE

The frequency of claims in Connecticut's workers' compensation market has declined significantly since 1994, from 45 claims per million dollars of premium to only 22, a decrease of more than 50%. Several factors have contributed to this phenomenon, including: 1) employment growth; 2) demographic trends; and 3) underlying economic and technological forces.

In times of economic expansion, more inexperienced "new hires" are brought into the workforce, which causes an increased rate of accidents. The converse is true during times of economic downturn or recession, in which the most recent hires are often the first to be laid off. Companies that have invested time and money into their employees frequently don't want to let go of these skilled workers until all other options have been exhausted.

The termination of new hires also contributes to the phenomenon of

an aging workforce. Younger workers are often placed into more hazardous positions than those held by their older counterparts, as they have no families to support and often strive to make a name for themselves at work. With an older workforce, fewer hazardous jobs are filled, and less claims are filed.

Technology has played its own role in this phenomenon, as advances in ergonomics have continued to maximize productivity while reducing operator fatigue and discomfort. Dangerous jobs have been made safer as machines increasingly continue to satisfy job functions once fulfilled by employees. Unfortunately, claim frequency cannot decline forever. Even with continued technological improvements in the workplace, the downward pressure on claim frequency will gradually subside.

The Connecticut residual market, which exists to ensure coverage is available to those "risky" appli-

cants rejected by insurance companies in the regular market, has decreased from 15,393 policies in 2005 to only 14,004 in 2007. The residual market is significant because it acts as a barometer of the workers' compensation system. This recent decrease in policies not only signifies that the voluntary market is competitive, but also places Connecticut among other states with the smallest workers' compensation residual markets in the country.

But not everything in the Connecticut worker's compensation market has been decreasing. Average claim indemnity costs have remained steady and average medical costs have actually increased at a faster pace than wages. These factors have kept the market stable and helped to prevent major fluctuations over the past several years. And in a world currently plagued by uncertainty, isn't it nice to have a little predictability every now and then?

GIBSON & BEHMAN PREVAILS ON MOTION FOR SUMMARY JUDGMENT IN MARYLAND NEGLIGENCE ACTION INVOLVING ASSAULT IN A BAR

Attorneys Theodore Heiser and John Locus recently prevailed on a motion for summary judgment in a personal injury claim. The case arose out of a physical altercation that took place at a Maryland restaurant, which the plaintiff alleged was caused by the restaurant's negligent training and supervision of its employees and its failure to protect the plaintiff from reasonably foreseeable harm. Roese v. Reckless Ric's, et al. was pending in the United States District Court in Baltimore, Maryland.

G&B disputed the plaintiff's assertion that a prior incident between the restaurant and alleged assailant put the restaurant on notice of the alleged assailant's violent tendencies. The prior incident involved a disagreement between the alleged assailant and the restaurant manager over a discrepancy in the alleged assailant's bar tab. Believing that he was being overcharged, the alleged assailant called the restaurant manager an expletive and was subsequently barred from the restaurant for thirty days.

G&B successfully argued that under Maryland law, coarse language and spirited disagreements fail to put a party on notice that someone has a proclivity toward physical confrontation. The prior incident was neither violent nor physical in nature, and none of the restaurant employees ever felt threatened by the alleged assailant's behavior. Therefore, it did not qualify as prior notice under Maryland law.

The plaintiff further argued that he was entitled to an inference in his favor arising out of the restaurant's alleged breach in its duty to preserve video recordings of the assault on the plaintiff. The plaintiff asserted that his friends' request to obtain copies of said recordings, coupled with the seriousness of the altercation, put the restaurant on notice that litigation was reasonably foreseeable.

Judge Motz of the United States District Court in Baltimore disagreed, finding the restaurant had no policy at the time of the altercation that recordings must be preserved if requests were made for the same. Rather, it would only preserve the recordings and turn over a copy if requested by an attorney or police officer. When the request finally came from plaintiff's counsel, the surveillance system had already automatically written over the video recordings of the altercation. Furthermore, the restaurant had not previously been involved in similar lawsuits, which might have put them on notice that litigation might arise from the altercation at issue. Judge Motz therefore granted the defendant restaurant's motion for summary judgment.



CONNECTICUT

190 Washington Street
Middletown, CT 06457
Ph. (860) 704-0044
Fx. (860) 704-0069

Connecticut

Workers'

Compensation

Claims

Cut in Half

GIBSON & BEHMAN PREVAILS ON MOTION TO INTERVENE AND DEPOSIT POLICY LIMIT WITH THE COURT

Attorney Brian Dougan of G&B's Providence office recently argued and prevailed on a motion to intervene in order to deposit policy limits on behalf of an insurance company in a personal injury claim stemming from a motor vehicle accident. This motion was the first of its kind in Rhode Island. The plaintiff allegedly sustained injuries in a five car motor vehicle accident on Interstate 295 in Smithfield, Rhode Island. The plaintiff sued the other drivers involved, and the insurance company for the driver G&B represented tendered its policy limits in an effort to resolve the case. The policy limit was not accepted by the plaintiff.

Under Rule 24 of the Rhode Island Rules of Civil Procedure, upon timely application anyone shall be permitted to intervene in an action: (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties. Attorney Dougan argued that the policy was offered but not been accepted and no release had been signed, which would relieve the insurance company from any further obligations.

As evidence of why the company should be allowed to tender the policy limit and be relieved of its duty to defend, Attorney Dougan offered the full insurance policy, which in pertinent part states:

We have the right to defend any lawsuit brought against anyone covered under this policy for damages which might be payable under this policy. We also have a duty to defend any such lawsuit, even if it is without merit, but our duty to defend ends when we tender, or pay to any claimant or to a Court of competent jurisdiction, with the Court's permission, the maximum limits of coverage under this policy. We may end our duty to defend at any time during the course of the lawsuit, by tendering, or paying the maximum limits of coverage under the policy, without the need for a judgment or settlement of the lawsuit or a release by the Claimant.

Based on the policy language, Attorney Dougan argued that should the plaintiff wish to continue its lawsuit against the insured, the company should not be forced to undergo the expense of defending its insured when it has already tendered its full policy.

Counsel for the insured argued that in the State of Rhode Island there is a duty to defend even if the policy limits are tendered and he cited to the case of Employer's Fire Insurance Company v. Chester Beals, 103 R.R. 623 (1968),

which holds that the insurer's duty to defend a suit brought against one of its policyholders is determined by the allegations contained in the complaint. If the allegations in the complaint fall within the risk insured against in the policy, the insurer is said to be duty-bound to provide a defense for the insured, regardless of the actual details of the injury or the ultimate grounds on which the injured party may be predicated. Beals further holds that the duty to defend is broader in its scope than the duty of an insurer to indemnify, and its existence does not depend on whether the injured party will ultimately prevail against the insured.

Attorney Dougan countered this argument by stating that the duty to defend is contractual in nature between the insured and its insurance company. In this case the insured is a Massachusetts resident, insured by a policy written in Massachusetts through a Massachusetts insurance company. The case law in Massachusetts and the policy itself are clear that the duty to defend ends when the policy has been tendered or delivered to the Court registry.

The judge agreed with Attorney Dougan's arguments and ruled that the Motion to Intervene to deposit its insurance policy limits into the Court registry was allowed.



Rhode Island

245 Waterman Street
Providence, RI 02906
Phone (401) 455-3575
Fax (401) 455-3650

LIABILITY PRINCIPALS STAY PUT

Maine is perhaps best known as a state with abundant natural resources and wide open spaces. However, this cherished aspect of life in Maine can prove more daunting when winter's weather descends upon the region. A low population density has led to sparse municipal resources and a general do-it-yourself mentality in Maine's more vast interior expanses. For those citizens of Maine residing in areas so rural that they often lack postal service, this raises a very real question as to where the duty of a municipality ends-- and an individual citizen's duty begins-- with regard to the clearing of the roads of snow and debris in the winter. When a Maine resident's wife died of injuries

sustained in a motor vehicle accident on icy roads, this issue came before the Maine courts.

In *Alexander v. Mitchell* (2007 ME 108, 930 A.2d 1016) the Law Court declined to extend the duty of keeping roads free from snow to those who contract with a town to plow, salt, and sand its roads and byways. In determining whether a duty existed, the Law Court considered conditions in Maine during the winter and reviewed its previous case law on snowy and icy road conditions. The Law Court distinguished *Budzko v. One City Center Associates* (2001 ME 37, 767 A.2d 310) as involving a narrower duty of a landowner to keep its premises safe for those on

its premises, rather than an open-ended duty to the public for the safety of roads. The Court opined that the facts of this case were more analogous to those in *Denman v. People's Heritage Bank, Inc.* (1998 ME 12, 704 A.2d 411), and held that the defendant "had a duty only to the Town to perform in accordance with the terms of his contract, and he did not owe a duty of care to other private parties." As such, the court refused to adopt a new common law principle and chose not to shift liability to private parties to municipal service contracts such as independent snow plows.



MAINE

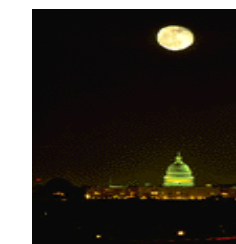
161 U.S. Route 1
Ogunquit, ME 03907-1918
Ph. (800) 372-1443

THE ECONOMY HITS NH JUDICIARY—JURY TRIALS CANCELED

The New Hampshire judiciary recently came down with an unprecedented decision...cancel jury trials. As the economic woes are hitting all businesses and individuals across the globe, the NH courts decided to cancel one month of jury trials at nine Superior Court locations after the Governor and legislature requested reductions to help avoid a deficit during the current fiscal year.

It is hoped the decision to call off juries will save the state approximately \$73,000 per month. Typically, sending hundreds of letters potential jurors in a case can cost as much as \$1,200. Then when actually empanelled, each juror is compensated \$20 per day on top of mileage expenses.

The coming months will shed light on whether this measure is taking throughout the country in an attempt to ease the ever present budgetary constrains.



New Hampshire
212 Coolidge Avenue
Manchester, NH 03102
Ph. (603) 624-5548
Fx. (603) 624-3804