

IN THE COURT OF CLAIMS OF OHIO

JAMES GOFF

Plaintiff

v.

OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION

Defendant

Case No. 2024-00114AD

Deputy Clerk Holly True Shaver

MEMORANDUM DECISION

{¶1} This matter is before the deputy clerk for a R.C. 2743.10 administrative determination. Plaintiff paid the \$25.00 filing fee. The deputy clerk determines that plaintiff should recover \$57.32 from defendant, including the filing fee.

Background.

{¶2} Plaintiff James Goff is an inmate in the custody of defendant, Ohio Department of Rehabilitation and Correction (“ODRC”). On October 10, 2023, plaintiff delivered a package to an ODRC staffer for mailing. Several days later, it was discovered that the package was missing. The fact that it was not mailed is established by the absence of any deduction for postage from plaintiff’s inmate account and plaintiff’s evidence that the recipient never received it.

{¶3} The package contained a purse plaintiff crocheted. The material he used to crochet the purse cost \$32.32. Plaintiff had requested that the package be insured for \$100.00 by the United States Postal Service (“USPS”), but that did not occur because the cost of insurance was not deducted from plaintiff’s inmate account.

Analysis.

{¶4} “When prison authorities obtain possession of an inmate’s property, a bailment relationship arises between the correctional facility and the inmate.” *Triplett v. S. Ohio Corr. Facility*, 2007-Ohio-2526, ¶ 7 (10th Dist.). “By virtue of this relationship, [ODRC] must exercise ordinary care in handling and storing [the] property.” *Id.* Officials are presumed to violate that duty if they do not return property or otherwise properly

dispose of it. *Bacote v. Ohio Dept. of Rehab. & Correction*, 61 Ohio Misc.2d 284, 286 (Ct. of Cl.1988); *Armor v. N. Cent. Corr. Inst.*, 91 Ohio Misc.2d 54, 56 (Ct. of Cl.1997).

{¶5} There is no dispute that ODRC took possession of the package at issue, and that it was lost while in ODRC's custody. ODRC's liability is therefore fixed.

{¶6} Plaintiff has the burden of proving the amount of the damages he claims. *Velez v. Ohio Dept. of Rehab. & Correction*, 2020-Ohio-2932, ¶¶ 7, 8 (Ct. of Cl.). The only evidence presented is the value of the materials that went into the purse: \$32.32. That is the total amount of the recovery allowable here.

{¶7} That is not changed by plaintiff's assertion that he should recover the \$100.00 he tried to insure the package for. Plaintiff would not have recovered that amount from the insurance had it been in place. Property insurance, what is at issue here, only allows the insured to recover the *actual value* of the insured property. *Paramount Fire Ins. Co. v. Aetna Cas. & Sur. Co.*, 163 Tex. 250, 254 (1962) ("Since a contract for insurance * * * ordinarily is a contract of indemnity * * * he may recover to the extent of his loss * * * *but no more*") (quoting 45 C.J.S., *Insurance*, § 915, Emphasis added); *Breshears v. Indiana Lumbermens Mut. Ins. Co.*, 63 Cal. Rptr. 879, 883 (Cal. App. 1967) ("one of the traditional concepts of * * * insurance * * * is to indemnify or compensate the insured for the *actual loss* which he has sustained and *not * * * to place him in a better position than he was in*") (Emphasis added). Consistent with that, "USPS does not make payment for more than the article's *actual value* when mailed[.]" United States Postal Service, *Domestic Mail Manual*, § 5.1, <https://pe.usps.com/text/dmm300/609.htm#ep1097274> (accessed May 9, 2014) (Emphasis added).¹ Accord, *Burkhart v. United States Postal Serv.*, 2013 U.S. Dist. LEXIS 121468, at *1 (D. Minn.) ("insured articles are reimbursed based on the actual loss sustained and not the amount of insurance purchased") (internal punctuation omitted). Plaintiff would therefore have only been entitled to the actual value of the crocheted purse, \$32.32.

¹The *Domestic Mail Manual*, has been incorporated into the Code of Federal Regulations by 39 C.F.R. 111.1(a).

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ENTRY OF ADMINISTRATIVE
DETERMINATION

{¶8} Having considered all the evidence in the claim file, and for the reasons set forth in the memorandum decision filed concurrently herewith, judgment is rendered in favor of plaintiff in the amount of \$57.32, which includes reimbursement of the filing fee. Court costs are assessed against defendant.

HOLLY TRUE SHAVER
Deputy Clerk