



SMALL CLAIMS MEDIATION NEWS

MADISON COUNTY COURTHOUSE
HUNTSVILLE, ALABAMA, SEPTEMBER, 2017

Acts of God

An “**act of God**” (a rather ominous-sounding phrase) is a legal term which refers to any unusual, extraordinary, sudden, and unexpected, manifestation of the forces of nature which man cannot control. Therefore, an injury caused by an act of God is an injury due directly and exclusively to natural causes which could not have been prevented by the exercise of reasonable care and foresight.

In small claims mediations concerning property damage and other financial losses from storms, floods, or other unforeseen natural events, mediators may hear this phrase used. For example: a man sues his neighbor to recover damage done to his car during a rainstorm from a tree limb which fell from a large tree growing in her yard. The man’s neighbor might say that she could not have predicted the storm or prevented it from happening, and therefore she was not responsible for car damage caused by her tree, because the storm was an “act of God.”

But the fact that a tree may fall on a neighbor’s property during a storm does not preclude the possibility of any

liability on the part of the owner of the tree. The soundness of the tree before the storm should be one of the issues brought up in the mediation to determine if the parties agree that the tree was actually healthy and properly trimmed.

If the tree was healthy and not in need of trimming, the next issue to be discussed would be insurance coverage. The mediator should ask if both parties carry insurance, specifically, comprehensive auto insurance covering “acts of God” for the car owner, and homeowners insurance for the owner of the tree. If the parties need time to gather documents about their insurance coverage, they might agree to ask the judge to continue the case for a few weeks.

Also, if there was a cost associated with cleaning up the man’s driveway after the tree fell on his car, the neighbor might be willing to pay for clean-up expenses, or share the expenses. This might also be an issue worth discussing in mediation.

Mediators should not always assume that property damage caused by an “act of God” is an automatic loss for the injured party. It is important to discuss the cost

of all damage done, why it occurred, and look at any type of insurance coverage that might be used to help the injured party recover.

Payday Loan Glossary

Here is a list of terms used by short term lenders. These terms are often mentioned by lenders and borrowers in small claims mediations in cases about loan repayment. It helps to be familiar with these terms since they shed light on important aspects of the agreement made between both parties.

ACH Withdrawals—loan agreements which allow lenders to withdraw money from a borrower’s bank account until the full amount of the loan has been withdrawn.

Annual Percentage Rate (or APR)—the adjusted value of a short-term interest rate if applied over a whole year.

Churning (or Rollover)—the practice of taking another loan immediately following repayment of an outstanding loan.

Collateral—property pledged to secure or guarantee repayment of a loan.

Flipping—the practice of “renewing” a short-term loan with additional credit and repayment of fees.

Installment Loans—loans that are paid back in installments over time periods of a few months to a few years.

Loan Insurance—borrowers’ insurance products that rarely provide a benefit to the consumer but can effectively double the loan’s annual percentage rate.

Refund Anticipation Loan (or RAL)—a short-term, high-interest loan secured by an expected income tax refund.

Rent-to-own—a transaction in which the consumer rents a product at a weekly or monthly rate for a stated period of

time, after which the renter becomes the owner.

Title pawn—a short-term, high-interest loan secured by a vehicle’s title.

Library Move

In case you don’t already know--- the Elbert H. Parsons Public Law Library, located on the east side of Courthouse Square has closed to the public and is up for sale. The meeting rooms in the library, which were used by many groups, including mediators, for meetings, training, and lectures, are no longer available. The core of the collection has been transferred to the Huntsville Madison County Public Library.

The collection is now shelved a few steps away from the main reference desk on the second floor of the Huntsville Madison County Public Library, and is now called the “Madison County Law Library.” Library users still have access to Lexis Nexis, and to the collection of legal books and rare books which may be used for reference only. Gina Marlow, the Law Librarian at the old law library has also moved to the new location. She is available to assist users from 9:00am to 5:00pm Monday through Friday, and can be contacted by email at: lawlibrary@madisoncountyal.gov or by phone at (256) 532-1585. Assistance from reference librarians on legal information contained in the general collection at HMCPL is available during regular library hours and reference librarians can be reached by phone at (256) 532-5975.

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