

Products Liability LAW BLOG

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Verdict Survey: Exploding Gun in Florence County

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Capsule Summary: On May 1, 2004, a Florence county jury returned a Plaintiff's verdict in a case involving explosion of a gun, which caused loss of three fingers on Plaintiff's right hand, diminished vision, and bilateral hearing loss.

Case Information: Matthews v. Olin Corporation, Case No. 01-CP-21-1729

Date of Verdict: May 1, 2004

Venue: Florence County Court of Common Pleas

Judge: James E. Brogdon, Jr.

Factual Background: Plaintiff was a seventy-year-old male who was married and a retired steel worker. He went to a sporting goods store to purchase black powder for his black powder muzzle rifle. The retailer recommended a new smokeless ball powder, which was manufactured Olin Corporation ("Defendant"). Plaintiff purchased the smokeless ball powder and took it home to use it. He tried twice to fire his gun, but was unsuccessful. He returned to the retail store and was instructed to try and fire the gun one more time. When he did, the gun exploded.



Plaintiff sued the retailer, distributor, and the manufacturer in a product liability case. He alleged the label on the powder was misleading and the warning label was inadequate. He claimed the label failed to properly warn of the hazards of substituting smokeless propellants for black powders. He also alleged the warning was unclear and inconspicuous, and no warning was given with regard to the danger of using the product in a ball powder muzzle loading rifle. He claimed Defendant was negligent in failing to provide sufficient information to distributors or retailers on the danger of using the product in the place of black powder.

Defendant claimed the label was adequate and warned against substituting powders. Defendant also argued the Plaintiff failed to read the warning and loaded his rifle with a double charge. Defendant generally argued Plaintiff's misuse of the product caused the explosion.

Plaintiff admitted he had not entirely read the label and conceded it said “Do not mix powders, do not substitute powders.” However, he argued use of the powder was inferred by the title of “ball powder,” and there was no specific warning against using smokeless powder in a black powder muzzle rifle. He also presented competitor warning labels displaying a warning against use of smokeless powders in black powder rifles.

Experts: Plaintiff retained Richard Moll of Madison, Wisconsin as an expert on product safety and Dean Harris of Columbia, South Carolina as an engineer/rifle expert.

Alleged Damages: Plaintiff lost three fingers and a substantial amount of blood. He developed a central retinal vein occlusion from the blood loss, which caused partial vision and partial hearing loss. He also claimed medical expenses of \$50,000.

Disposition: Defendant assumed representation of the distributor from the onset of the case. The retailer settled with Plaintiff prior to trial for \$187,500, including loss of consortium. The jury returned a verdict of \$150,000 for strict liability and \$160,000 for negligence (\$150,000 in compensatory damages and \$10,000 in punitive damages) against Defendant. The jury found Plaintiff to be fifty percent at fault on the negligence claim. Therefore, Plaintiff elected to recover on the strict liability claim. A partial credit to the manufacturer for the previous settlement would have reduced the verdict to approximately \$56,500. The parties negotiated a post-verdict settlement for \$95,000, which included Plaintiff’s wife’s consortium claim.

This blog contains BRIAN A. COMER’S personal views of various topics in South Carolina products liability law. Please read my DISCLAIMER & TERMS OF USE about the nature of this blog, and understand that you are accepting its terms before reading any of my posts. I welcome your comments.

About Brian Comer

Brian Comer is a shareholder and Chair of the firm’s Products Liability Practice Group. Brian was a magna cum laude graduate of the University of South Carolina Honors College where he majored in International Studies and Economics. He also served as Student Body President during his undergraduate career. Brian received his Juris Doctor from the University of South Carolina School of Law and has an International Masters in Business Administration from the University’s Moore School of Business. During law school, he was a member of the South Carolina Law Review and the Order of Wig and Robe. Prior to joining Collins & Lacy, Brian was a partner with a large national firm based in Columbia, South Carolina.

Brian is the founder and contributing author of South Carolina Products Liability Law Blog, for individuals and product manufacturers who are interested in this area of law. His goal is to provide current information on trends in products liability law in the Palmetto State.

About Collins & Lacy, P.C.

Collins & Lacy is a defense litigation firm in South Carolina that delivers valuable legal representation for our clients through solid preparation, thorough execution, and client-oriented service aimed at success. With offices in Charleston, Columbia, Greenville and Myrtle Beach, the firm represents local, regional and national clients in the areas of:

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