

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**PRECISION ELECTRIC, INC. AND  
JD BUILDERS, INC.**

**v.**

**EX-AMISH SPECIALTIES, INC.**

**RESPONDENTS,**

**APPELLANT.**

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DOCKET NUMBER WD75529

DATE: April 23, 2013

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Appeal From:

Boone County Circuit Court  
The Honorable Gary M. Oxenhandler, Judge

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Appellate Judges:

Division One: Gary D. Witt, Presiding Judge, Thomas H. Newton, Judge and Mark D. Pfeiffer,  
Judge

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Attorneys:

William D. Rotts, Columbia, MO, for appellant.

Andrew W. Bach, Ashland, MO, for respondents.

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS  
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**PRECISION ELECTRIC, INC. AND  
JD BUILDERS, INC.,**

**RESPONDENTS,**

**v.**

**EX-AMISH SPECIALTIES, INC.,**

**APPELLANT.**

No. WD75529

Boone County

Before Division One: Gary D. Witt, Presiding Judge, Thomas H. Newton, Judge and Mark D. Pfeiffer, Judge

Precision Electric and JD Builders Inc. brought suit against Ex-Amish Specialties, Inc. for property loss damages after a fire caused extensive damages to the building where all of their businesses were located. The three businesses were among six that operated out of a commercial office and warehouse building. The plaintiffs alleged that the fire began in the office of Ex-Amish where one of its employees had performed welding work after hours the previous evening. A jury returned a verdict for the defendant Ex-Amish. Plaintiffs moved for a new trial based on defendant's allegedly improper injection of insurance into evidence, which they argue was highly prejudicial and deprived them of a fair trial. The trial court granted a new trial and Ex-Amish timely appealed.

**GRANT OF NEW TRIAL REVERSED; JURY VERDICT REINSTATED**

Division One holds:

At issue was whether the trial court erred in granting a new trial based on the injection of insurance coverage into evidence. Because Plaintiffs did not object to the introduction of insurance at trial and actually argued for its admission into evidence and affirmatively brought evidence regarding insurance into the trial, there can be no resulting prejudice. Further, in order for prejudice to be found, a party must show by specific allegations that the admitted evidence incited and improperly influenced the jury. Because Plaintiffs failed to object to the evidence, affirmatively brought evidence of insurance into the trial and failed to establish prejudice from its admission, we hold that the trial court abused its discretion in granting a new trial. The judgment of the trial court is reversed and the verdict of the jury is reinstated.

Opinion by Gary D. Witt, Judge

April 23, 2013

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