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Breaking Legal Developments in Fire Investigation

Breaking Legal Developments

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EXECUTIVE SUMMARY: This weekly newsletter covers:

- [Fourth Circuit Reverses Case Permitting Linseed Caused Fire to Continue Against Tenants](#)

(1) FOURTH CIRCUIT REVERSES CASE PERMITTING LINSEED CAUSED FIRE TO CONTINUE AGAINST TENANTS

In [Allstate Insurance Company v. Fritz, et al](#), Case No. 05-1859, (2006), the Fourth Circuit Court of Appeals reversed summary judgment for lessees. The court was reviewing a grant of summary judgment for two tenants whose guest had used linseed oil doing refinishing work on an apartment balcony.

Investigators opined that the fire was most likely caused by spontaneous combustion of linseed oil-soaked rag that a friend had left on the wooden balcony. Linseed oil was described as releasing heat as it oxidizes and if rags soaked in the oil are not properly ventilated, the heat can increase to the ignition temperature of the rags. The insurer of the apartment paid for the loss and then filed suit against the guest and the two tenants.

After the guest settled with the insurer, the tenants filed a motion for summary judgment arguing they were not independently negligent and the lease did not obligate them to pay for the damages. The trial court agreed. However, the Fourth Circuit Court of Appeals reversed summary judgment. The lease provision provided the tenants would be responsible for the acts of their guests. Though the tenants may not have been negligent, they could be held contractually liable for the loss. The Fourth Circuit Court of Appeals reversed the summary judgment for the tenants remanding the matter for trial for breach of the lease.

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