

## [Alaska Stat. § 11.46.980](#)

Current through the 2014 Second Regular Session of the Twenty-Eighth State Legislature

**Alaska Statutes** > **TITLE 11. CRIMINAL LAW** > **CHAPTER 46. OFFENSES AGAINST PROPERTY** > **ARTICLE 7. GENERAL PROVISIONS**

### **Sec. 11.46.980. Determination of value; aggregation of amounts**

- (a) In this chapter, whenever it is necessary to determine the value of property, that value is the market value of the property at the time and place of the crime unless otherwise specified or, if the market value cannot reasonably be ascertained, the cost of replacement of the property within a reasonable time after the crime.
- (b) The value of written instruments, exclusive of public and corporate bonds and securities and other instruments having a readily ascertainable market value, shall be determined in the following manner:
  - (1) the value of an instrument constituting an evidence of debt, including a check, draft, or promissory note, is the amount due or collected on the instrument;
  - (2) the value of any other instrument that affects a valuable legal right, privilege, or obligation shall be considered the greatest amount of economic loss that the owner of the instrument might reasonably incur because of the loss of the instrument.
- (c) In determining the degree or classification of a crime under this chapter, amounts involved in criminal acts committed under one course of conduct, whether from the same person or several persons, shall be aggregated.

### **History**

(§ 4 ch 166 SLA 1978)

### **Annotations**

### **Case Notes**

#### **NOTES TO DECISIONS**

**ITEMS MARKED FOR SALE.** –The fact that allegedly shoplifted grocery items, which had been photographed by store managers, were marked for sale at a particular price was strong evidence of value. [Page v. State, 725 P.2d 1082 \(Alaska Ct. App. 1986\)](#).

**MARKET VALUE.** –Defendant's contention that the term "market value" had no ascertainable legal meaning, and was thus subject to the rule of lenity, was rejected where the term had a recognized meaning at common law, i.e., the price at which the property would have changed hands in an arm's length transaction between a willing seller and a willing buyer who were aware of the pertinent facts. [Morris v. State, 334 P.3d 1244 \(Alaska Ct. App. 2014\)](#).

**COST OF REPAIR.** –Because damage can be determined by cost of repair and, in turn, cost of repair can be established without determining the value of the damaged property, subsection (a), which uses market value, does not apply when the prosecution relies on evidence of cost of repair to prove the amount of damage in a criminal mischief case. [Willett v. State, 826 P.2d 1142 \(Alaska Ct. App. 1992\)](#).

**PROOF OF SINGLE COURSE OF CONDUCT.** –Although Alaska's aggregation statute was enacted to require proof of a single course of conduct and the state should have instructed the grand jury on this requirement, it was harmless error where the grand jurors understood that they were dealing with a related series of thefts and that the state's theory of the case was based on the aggregated value of stolen property. [Buckwalter v. State, 23 P.3d 81 \(Alaska Ct. App. 2001\)](#).