

Nov 1949

Griffini

vs

Bennie

Refused
Charges

The court charges the jury that if they believe from all the evidence that plaintiff did not revoke the contract in evidence, but released the defendant from a complete compliance with said contract, and agreed to pay defendant for work and labor actually performed and for materials actually furnished by defendant; and if the jury further believe from all the evidence that there is a balance due and unpaid for work and labor actually performed or materials actually furnished by defendant for the plaintiff, they should find for the defendant for said balance, with interest thereon at the rate of six per cent per annum from the time such balance became due.

4.

Refused
J. J. Masliburn, Jr.
Judge