

Kevin Charles

Sniffin

VS

Bornie

The court charges the jury that the contract in evidence is not of that character which the law requires to be in writing and so the parties could alter or modify by parole the original written contract as such alteration or modification was supported by mutual assent.

#1

Twelve

Jeffrey J. Mashburn, Jr.

The court charges the jury that if they believe from all the evidence that the defendant performed extra work and furnished extra materials in the construction of plaintiff's building and for the benefit of plaintiff, in addition to the work and materials required by the written contract in evidence to be performed and furnished by defendant; and if the jury further believe from all the evidence that, although there was no request by plaintiff nor any agreement between plaintiff and defendant for the performance of such extra work or the furnishing of such extra materials by defendant, the plaintiff, nevertheless, knew that such extra work was being performed and such extra materials were being furnished by defendant, and allowed the same to be completed by defendant and accepted the benefit thereof without notifying defendant that plaintiff would not pay therefor; and if the jury further believe from all the evidence that plaintiff has not paid to defendant the fair and reasonable value of such extra work performed and such extra materials furnished, then the defendant is entitled to recover of the plaintiff the fair and reasonable value of such extra work performed and such extra materials furnished by defendant for the benefit of plaintiff.

2

Given
Jeffair J. Masliburn, Jr.
Judge.

The court charges the jury that if they believe from all the evidence that the defendant performed extra work and furnished extra materials in the construction of plaintiff's building, at the request of the plaintiff, or by verbal agreement between defendant and plaintiff, in addition to the work and materials required by the terms of the written contract in evidence to be performed and furnished by the defendant, and that plaintiff has not paid to defendant the fair and reasonable value of such extra work performed and extra materials furnished, the defendant is entitled to recover the fair and reasonable value of such extra work performed and extra materials furnished.

3

Given
J. Fair J. Mashburn, Jr.
Judge

Charge # 6

The court charges the jury that if you believe the evidence in this case you must find the Defendant not guilty.

Refused
10 min free
K. J. W.