

I CHARGE YOU, GENTLEMEN OF THE JURY, THAT IF YOU BELIEVE FROM ALL THE EVIDENCE IN THIS CASE THAT THE VALUE OF THE HOUSE, WHICH IS THE SUBJECT OF THE CONTRACT, IS EQUAL TO OR IN EXCESS OF THE VALUE PAID BY THE PLAINTIFF TO THE DEFENDANT, THE PLAINTIFF MAY NOT RECOVER.

Respectfully,
Deputy J. M. M. M. M.
Judge.

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Repaired,
Supply, maintenance
duties

THE COURT CHARGES THE JURY THAT, IF THEY BELIEVE FROM THE EVIDENCE THAT THE DEFENDANT WAS PREVENTED BY THE PLAINTIFFS OR THEIR AGENTS FROM REPAIRING THOSE DEFECTS CALLED TO THE ATTENTION OF THE DEFENDANT UNDER THE TERMS OF THE CONTRACT AND THE WARRANTIES, THEN YOUR VERDICT MUST BE IN FAVOR OF THE DEFENDANT.

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THE COURT CHARGES THE JURY THAT IF THEY BELIEVE FROM THE EVIDENCE THAT THE DEFENDANT HAS NOT FULLY PERFORMED THE TERMS OF THE CONSTRUCTION AGREEMENT, BUT TO REPAIR THE DEFECTS OR OMISSIONS WOULD REQUIRE A SUBSTANTIAL TEARING DOWN AND REBUILDING OF THE STRUCTURE, THE MEASURE OF DAMAGES IS THE DIFFERENCE IN VALUE BETWEEN THE WORK IF IT HAD BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND THAT WHICH WAS ACTUALLY DONE, OR THE DIFFERENCE BETWEEN THE VALUE OF THE DEFECTIVE STRUCTURE AND THAT OF THE STRUCTURE IF PROPERLY COMPLETED.

*Refused,
Sergeant J. Washburn, judge*

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Refused
Dorsey, Inc. v. [unclear]
Judge

THE COURT CHARGES THE JURY THAT IF THE DEFECTS OR OMISSIONS UNDER THE TERMS OF THE CONTRACT, OR WARRANTY, ARE REMEDIABLE ONLY AT GREAT EXPENSE, OR IF DEFECTIVE MATERIAL HAS BECOME AN INHERENT PART OF THE BUILDING SO THAT THE DEFECTS CANNOT BE REMEDIED EXCEPT BY TAKING DOWN AND DOING OVER SOME SUBSTANTIAL PORTION OF THE WORK, INVOLVING SUCH AN EXPENDITURE THAT THE CONTRACTOR WOULD BE DEPRIVED OF ADEQUATE COMPENSATION, THE AMOUNT ALLOWABLE TO THE OWNER IS THE DIFFERENCE BETWEEN THE VALUE OF THE BUILDING OR STRUCTURE AS CONSTRUCTED AND THE VALUE WHICH IT WOULD HAVE HAD IF IT HAD BEEN CONSTRUCTED IN ENTIRE CONFORMITY WITH THE CONTRACT REQUIREMENTS.

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EVEN IF THE JURY SHOULD FIND FROM THE EVIDENCE IN THIS
CASE THAT THE PLAINTIFF IS ENTITLED TO RECOVER, THEY CAN RECOVER
ONLY THE DAMAGES THEY ACTUALLY SUSTAINED.

^{Given}
J. P. Massey, Jr.

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I charge you, Gentlemen of the Jury,
that the Plaintiffs can not recover
for remote and speculative
damages.

Given,
Seaman J. Maclellan
Judge