

1. The Court charges the Jury that if any one of you is not reasonably satisfied from the evidence that the Plaintiff is entitled to recover against the Defendants you cannot find a verdict for the Plaintiff.

Sivan

P17

2. The Court charges the Jury that in this, as in all civil cases, the burden of proof is on the Plaintiff to reasonably satisfy the Jury upon the evidence in the case of the truth of the material allegations of the Complaint before it is entitled to recover, and this burden remains on the Plaintiff throughout the trial.

Given

3. The Court charges the Jury that your verdict in this case must be based upon the evidence and the instructions of the Court alone and that you cannot permit sympathy to influence your verdict in any manner.

Done

4. The Court charges the Jury that if you are reasonably satisfied from the evidence that the Plaintiff committed a substantial violation of its contract with Diamondhead Corporation then the Plaintiff is entitled to recover only for the amount of the contract price less the cost to Diamondhead Corporation of completing the dredging project plus the other expenses Diamondhead Corporation has sustained because of that substantial violation. If you find that the cost to Diamondhead Corporation of completing the dredging project, plus the other expenses incurred by Diamondhead because of the Plaintiff's substantial violation of the contract, exceeds the contract price then the Plaintiff is not entitled to any recovery and in such case you cannot return a verdict for the Plaintiff.

~~gr~~
Refused

Def

5. The Court charges the Jury that if you are reasonably satisfied from the evidence that the Plaintiff was given a thirty-day deadline for the completion of a temporary access channel, a ninety-day deadline for the completion of the entire dredging project, and further that the Plaintiff failed to meet either of those deadlines and that such failure on the part of the Plaintiff was a substantial violation and breach of the dredging contract then you cannot return a verdict for the Plaintiff in the full value of the contract price, and if you return a verdict for the Plaintiff, then the damages you assess for the Plaintiff must be only the amount of the contract price minus the cost to Diamondhead of completing the dredging project and the other expenses incurred by Diamondhead, if any, because of the Plaintiff's failure to complete the dredging project according to the contract.

Green

6. The Court charges the Jury that if you are reasonably satisfied from the evidence that the Plaintiff was in substantial violation of its contract then you must find that the Defendant, Diamondhead Corporation, had a right to terminate the contract.

Refused

8. The Court charges the Jury that if you are reasonably satisfied from the evidence that the Plaintiff was given a thirty-day deadline for the completion of a temporary access channel, a ninety-day deadline for the completion of the entire dredging project, and further that the Plaintiff failed to meet either of those deadlines and that such failure on the part of the Plaintiff was a substantial violation and breach of the dredging contract then the Plaintiff is entitled to recover only the value of the dredging work it actually did minus the expenses incurred by Diamondhead Corporation as a result of the Plaintiff's failure to meet its deadlines. The value of the Plaintiff's work is to be determined at the rate of 60¢ per cubic yard of material which the Plaintiff actually dredged. If you are reasonably satisfied that Diamondhead Corporation incurred expenses which exceed the value of the work the Plaintiff did then you cannot return a verdict for the Plaintiff.

Refused

9. The Court charges the Jury that if, after fair consideration of all the evidence, your minds are left in a state of confusion as to whether or not the Plaintiff is entitled to recover, you cannot find for the Plaintiff.

Quinn

10. The Court charges the Jury that if you believe any witness has willfully testified falsely to a material fact, then you may disregard the witness' entire testimony.

Refused

11. The Court charges the Jury that unless you are reasonably satisfied from the evidence in this case of the truth of the material allegations of the Plaintiff's Complaint, you cannot find a verdict for the Plaintiff.

Given

1. Ladies and gentlemen of the Jury, I charge you that the law implies a promise to pay a fair and reasonable compensation for services rendered to another, which are knowingly accepted.

Suwer

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2. The Court charges the Jury that a recovery may be had for work and labor done when the employer has accepted the work, although it does not amount to a complete performance of a contract; and if you find that a contract existed between the Plaintiff and the Defendant Diamondhead Manufacturing, Inc. and if you further find that the Plaintiff performed certain work for the Defendant Diamondhead Manufacturing, Inc. and the Defendant accepted such work and derived the benefit therefrom, then you must return a verdict for the Plaintiff in such an amount as will reasonably compensate it for such work, even though you find that the Plaintiff did not fully perform according to the terms of the contract.

Refused

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3. I charge you, ladies and gentlemen of the Jury that where partial performance of a contract by one party results in benefits accepted by the other party, the first party is entitled to recover the value of the work performed, services rendered and materials furnished.

G. J. Green

4. The Court charges the Jury that a recovery may be had for work and labor done when the employer has accepted the work, although it does not amount to a complete performance of a contract; and if you find that a contract existed between the Plaintiff and the Defendant Diamondhead Inc. and if you further find that the Plaintiff performed certain work for the Defendant Diamondhead Inc. and the Defendant accepted such work and derived the benefit therefrom, then you must return a verdict for the Plaintiff in such an amount as will reasonably compensate it for such work, even though you find that the Plaintiff did not fully perform according to the terms of the contract.

Refused

The Court charges the jury that if you are reasonably satisfied from the evidence in this case that the Plaintiff agreed to do certain work and labor for the Defendant Diamond-head Corporation for a specified price, within a specified time and for a stipulated sum of money to be paid by the said Defendant to the Plaintiff, and that said Defendant agreed to the same; then there is no requirement of law that such agreement be in writing.

Given