

I charge you, Gentlemen of the Jury, that where two parties enter into a written contract specifying certain work to be done that the Plaintiff is not entitled to sue for and recover an amount greater than such contract price unless such contract is later changed by agreement of the parties to include additional work.

*Gives*

*Refused*

~~Given~~  
3. Refused

I charge you, Gentlemen of the Jury, that the Defendant in this case is a corporation and that a corporation is a creature created by the law which can act only through duly authorized agents, servants or employees and I further charge you that a corporation is not bound by acts of its agents, servants or employees done outside the scope of their authority. Unless you are reasonably satisfied from the evidence in this case that the corporation authorized some agent, servant or employee to enter into a new oral agreement with the Plaintiff replacing or modifying the written agreement previously made between the parties then I charge you that if you find that an agent, servant or employee did enter into a new agreement with the Plaintiff that he has acted so without authority and the Defendant is not bound by such new agreement unless you are also reasonably satisfied that the Defendant corporation ratified such new agreement after being advised of the contents of the agreement.

5.

I charge you, Gentlemen of the Jury, that a corporation is not bound by the acts of its agents, servants or employees acting outside the line and scope of their authority as such agents, servants or employees.

*Refused*