

I charge you, Gentlemen of the Jury, that the complaint in this case is for damages for breach of contract and that the burden is, therefore, on the Plaintiff to establish a breach of such contract by the Defendant and if you are not reasonably satisfied from all of the evidence in this case that the Defendant has breached the contract introduced in evidence in this case, then you should find for the Defendant.

Given
Jefair J. Marshall
Judge

I charge you, Gentlemen of the Jury, that unless you are reasonably satisfied from all of the evidence in this case that the Defendant breached a contract in evidence in this case, then you do not need to consider the question of damages, however, should you be so satisfied that the Defendant did breach a contract, then the only damages which can be awarded by you in this case are known as compensatory damages. Compensatory damages are generally known as those damages which are the natural and probable result of the breach of the contract and which could be reasonably contemplated by the parties as the probable result of the breach.

Given
Jefair J. Marshall
Judge

I charge you, Gentlemen of the Jury, that compensatory damages must be direct and reasonably certain damages and must not be remote or speculative.

Done
Jeffrey J. Marshall
Judge

I charge you, Gentlemen of the Jury, that the burden is upon the Plaintiff in this case to reasonably satisfy you from all the evidence in this case not only that the Defendant has breached the contract alleged by the Plaintiff, but that as a natural and probable result of such breach that actual compensatory damages resulted to the Plaintiff. The Plaintiff in such case has the further burden of establishing to your reasonable satisfaction from all of the evidence in the case by competent evidence the reasonable amount of such damages.

Refused
~~*Done*~~
Jeffrey J. Marshall
Judge

I charge you, Gentlemen of the Jury, that the complaint in this case is for damages for breach of contract and that the burden is, therefore, on the Plaintiff to establish a breach of such contract by the Defendant and if you are not reasonably satisfied from all of the evidence in this case that the Defendant has breached the contract introduced in evidence in this case, then you should find for the Defendant.

Given
Jefair J. Marshall
Judge

I charge you, Gentlemen of the Jury, that unless you are reasonably satisfied from all of the evidence in this case that the Defendant breached a contract in evidence in this case, then you do not need to consider the question of damages, however, should you be so satisfied that the Defendant did breach a contract, then the only damages which can be awarded by you in this case are known as compensatory damages. Compensatory damages are generally known as those damages which are the natural and probable result of the breach of the contract and which could be reasonably contemplated by the parties as the probable result of the breach.

Given
Jefair J. Marshall
Judge

I charge you, Gentlemen of the Jury, that compensatory damages for breach of contract should be such as to restore the injured party to the condition he would have occupied if the contract had been fully performed. Should you be reasonably satisfied from the evidence in this case that the Defendant breached a contract with the Plaintiff and should you be further reasonably satisfied that damages resulted to the Plaintiff as a result thereof, then you are entitled to deduct from such damages all amounts which the Plaintiff would have had to pay the Defendant for performance of the contract should said contract have continued in existence.

Given
Jefair H. Marshall
Judge

I charge you, Gentlemen of the Jury, that an award of compensatory damages for breach of contract cannot be made upon speculation and the Plaintiff in this case has the burden of offering evidence reasonably satisfying you of the amount of damages actually suffered by him should you first be reasonably satisfied that the Plaintiff is entitled to damages by reason of a breach of a contract by the Defendant.

Refused
Jefair H. Marshall
Judge