

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 4

In considering whether plaintiff has reasonably satisfied you that a product was defective, I charge you that plaintiff must show something in addition to the bare fact that the vehicle, or some part of it, broke or failed to function properly while being normally used.

R. Reused W. H. Day Judge

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 7

The measure of damages is the difference between what would have been the fair and reasonable market value of the vehicle had it been in the condition in which it was warranted to be and the actual reasonable market value of the vehicle in its actual condition.

R *Refused* W. K. Hays Judge

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 6

You have before you in evidence a document described as a written warranty containing certain language as to what is or is not covered under that warranty. I charge you that you must give effect to the terms, conditions, and limitations of that written warranty as it appears in evidence before you.

6 Granted W. R. Vay Judge

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 85

It is the duty of one damaged to exercise ordinary care to reduce his damages: he is bound to exercise such care as a reasonably prudent person would exercise under like circumstances to reduce or mitigate the damages. He can recover only such damages as would have been sustained had such care been exercised.

APJI 11.29

*Granted W. H. Key Judge*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 1

In considering whether plaintiff has reasonably satisfied you that a product was defective, I charge you that plaintiff must show something in addition to the bare fact that the vehicle, or some part of it, broke or failed to function properly while being normally used.

Given

W. C. King

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 2

The measure of damages is the difference between what would have been the fair and reasonable market value of the vehicle had it been in the condition in which it was warranted to be and the actual reasonable market value of the vehicle in its actual condition.

*Richard  
Wilkey*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 3

Plaintiff contends that General Motors breached its express warranty that the car would be free from defects in material or workmanship. The new car warranty given to plaintiff recites that it is limited to repairing or replacing, at the option of the manufacturer, any part or parts which are defective. In order to recover on a theory of breach of express warranty, the plaintiff must prove that the alleged malfunctioning of the car was caused by a defect in the parts or workmanship, and that the manufacturer failed to repair or replace the parts in accordance with the warranty.

*Referred  
W. L. Hay*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 4

To recover on a theory of breach of warranty, the plaintiff must prove the existence of that warranty, the breach of that warranty, and damages proximately resulting from that breach.

Given  
Will Hay



DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 5

You have before you in evidence a document described as a written warranty containing certain language as to what is or is not covered under that warranty. I charge you that you must give effect to the terms, conditions, and limitations of that written warranty as it appears in evidence before you.

*Refused*  
*W. K. King*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 6

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APJI 11.29

*H. R. Howard*  
*W. C. New*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 3

Plaintiff contends that General Motors breached its express warranty that the car would be free from defects in material or workmanship. The new car warranty given to plaintiff recites that it is limited to repairing or replacing, at the option of the manufacturer, any part or parts which are defective. In order to recover on a theory of breach of express warranty, the plaintiff must prove that the alleged malfunctioning of the car was caused by a defect in the parts or workmanship, and that the manufacturer failed to repair or replace the parts in accordance with the warranty.

*Q* Refused *W. H. V. Judge*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 1

The burden is on the plaintiff to reasonably satisfy the jury from the evidence that all material allegations of the complaint are true.

*Granted* W. H. King *Judge*

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 2

To recover on a theory of breach of warranty, the plaintiff must prove the existence of that warranty, the breach of that warranty, and damages proximately resulting from that breach.

Granted *W. L. Hay* Judge

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NUMBER 37

The burden is on the plaintiff to reasonably satisfy the jury from the evidence that all material allegations of the complaint are true.

Given  
W. L. King

DEFENDANT GENERAL MOTORS REQUESTED JURY INSTRUCTION NO. 8

If you are reasonably satisfied that plaintiff is entitled to recover, and if you are further reasonably satisfied that plaintiff has obtained some use from the vehicle, then an amount equal to the fair rental value of the vehicle for the time it was used by plaintiff must be deducted from any amounts for which either defendant would otherwise be liable.

106 A. 611

*Granted* W. H. Day Judge