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| **Breach of Contract—Introduction** |  |
| **Directions for Use** |  |
| This instruction is designed to introduce the jury to the issues involved in the case. |  |
| It should be read before the instructions on the substantive law. |  |
| **Sources and Authority** |  |
| * The Supreme Court has observed that “contract and tort are different branches of law. Contract law exists to enforce legally binding agreements between parties; tort law is designed to vindicate social policy.” |  |
| * “The differences between contract and tort give rise to distinctions in assessing damages and in evaluating underlying motives for particular courses of conduct. …” |  |
| * Certain defenses are decided as questions of law, not as questions of fact. These defenses include frustration of purpose, impossibility, and impracticability. |  |
| * “Defendant contends that frustration is a question of fact resolved in its favor by the trial court. The excuse of frustration, however, *like that of impossibility*, is a conclusion of law drawn by the court from the facts of a given case…” |  |
| * Estoppel is a “nonjury fact question to be determined by the trial court in accordance with applicable law.” |  |