

FORM 4 – sample Table of Contents and Assignments of Error

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THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-
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1. In an action for damages predicated on breach of contract, where the record fails to show any evidence that the contract was supported by legally sufficient consideration, the plaintiff has failed to establish an essential element necessary for a prima facie case, and judgment must be entered for the defendant upon appropriate motion therefor.

Authorities:

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R.C. 2401.01.	11
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THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-
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\$9,000 LOST PROFITS.

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1. Non-expert opinion testimony and uncorroborated speculations as to lost profits are incompetent as evidence of damages.

Authorities:

Black, Evidence of Damages (1975), 1 Colum.L.Rev.1.	13
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<i>Cash v. Johnson</i> , 140 Ohio App.3d 345, 2003-Ohio-7890	14
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THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-
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Issue(s) Presented for Review and Argument. 15,16

1. A judgment for damages predicated upon breach of contract is contrary to law where the record contains no evidence of legally sufficient consideration.

Authorities:

Civ.R. 50(B).	15
<i>Justice v. Columbus</i> , Franklin App. No. 99AP-675, 2001-Ohio-017	15

2. A judgment for \$10,000 damages predicated upon breach of contract is contrary to the manifest weight of the evidence where the record shows on \$1,000 actual damages.

Authorities:

<i>ABC Corp. v. XYZ Corp.</i> (Jan. 2, 1974), Hamilton App. No. 74001, 1974 Ohio App. Lexis 271,	16
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<i>Dayton Power & Light Co. v. Egelhoff</i> (1989), 9 Ohio St.3d 316.	16
<i>DOE v. ROE</i> (App.1950), 61 Ohio Law Abs. 101	17

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