

UNITED STATES DISTRICT COURT

DISTRICT OF SOUTH DAKOTA

CENTRAL DIVISION

JAMES E. GARRETT, SANDRA A.
GARRETT, LEVI E. GARRETT,

Plaintiffs/Counterclaim Defendants,

vs.

RONALD STOCK, KRISTIN K. STOCK,

Defendants/Counterclaim Plaintiffs.

3:22-CV-03003-RAL

FINAL
JURY INSTRUCTIONS

FINAL INSTRUCTION NO. 1

Members of the jury, the instructions I gave you at the beginning of the trial and during the trial remain in effect. I will repeat some of those instructions and give you additional instructions now. These instructions are in writing and will be available to you in the jury room.

You must follow all instructions whenever given by the court and whether in writing or not. You must not single out some instructions and ignore others because all are important.

FINAL INSTRUCTION NO. 2

This is a civil case between James E. Garrett, Sandra A. Garrett, and Levi E. Garrett (“the Garretts”) and Ronald Stock and Kristin K. Stock (“the Stocks”).

In June 2019, the Garretts entered into three agreements whereby they sold their Sully County farmland to the Stocks with an agreement to lease back the land. Under the agreement, the Stocks purchased Sully County farmland from the Garretts and leased the land back to the Garretts for five years for annual lease payments “equal to two semi-annual mortgage payments as shown on the Rabo Agrifinance amortization schedule,” with an option to repurchase the property at any time during the lease term provided all contractual conditions were met. The Garretts did not pay their annual lease payment in 2021 or 2022.

The lease among other things also required the Garretts to “keep the leased premises in as good repair and condition as the premises were when this lease began” and to “prevent all unnecessary waste or loss or damage to the property.” It is for you to determine if the Garretts breached the lease agreement by failing to do so, and if so, what amount of damages legally resulted.

The Stocks allege that the failure to pay rent has caused them damages and that the Garretts’ otherwise breached the contract causing them other damages. The Garretts deny the allegations.

FINAL INSTRUCTION NO. 3

This Court has already determined that the Garretts breached the lease agreement by failing to pay rent. Therefore, the issues for you to decide include whether the Stocks suffered any injury legally caused by the breach of the lease agreement by failing to pay rent, and if so, the amount of damages, if any, the Stocks are entitled to recover. You also have to decide whether the Garretts otherwise breached the lease agreement and what, if any, damages the Stocks are entitled to recover for that. This Court's prior determination of a breach of the lease agreement for non-payment of rent should in no way prejudice you either for or against the Garretts or for or against the Stocks.

FINAL INSTRUCTION NO. 4

From the evidence you will decide what the facts are. You are entitled to consider that evidence in the light of your own observations and experiences in life. You will then apply those facts to the law which I give you in these and in my other instructions, and in that way reach your verdict. You are the sole judges of the facts, but you must follow the law as stated in my instructions, whether you agree with it or not.

Do not allow sympathy or prejudice to influence you. The law demands of you a just verdict, unaffected by anything except the evidence, your common sense, and the law as I give it to you.

You should not take anything I may say or do during the trial as indicating what I think of the evidence or what I think your verdict should be.

FINAL INSTRUCTION NO. 5

I have mentioned the word “evidence.” “Evidence” includes the testimony of witnesses, documents and other things received as exhibits.

Statements, arguments, questions and comments by any lawyer representing the parties in the case are not evidence.

Some of you may have heard the terms “direct evidence” and “circumstantial evidence.” You are instructed that you should not be concerned with those terms. The law makes no distinction between direct and circumstantial evidence. You should give all evidence the weight and value you believe it is entitled to receive.

FINAL INSTRUCTION NO. 6

In deciding what the facts are, you may have to decide what testimony you believe and what testimony you do not believe. You may believe all of what a witness said, or only part of it, or none of it.

In deciding what testimony to believe, you may consider the witness's intelligence, the opportunity the witness had to have seen or heard the things testified about, the witness's memory, any motives that witness may have for testifying a certain way, the manner of the witness while testifying, whether that witness said something different at an earlier time, the general reasonableness of the testimony, and the extent to which the testimony is consistent with any evidence that you believe.

In deciding whether or not to believe a witness, keep in mind that people sometimes hear or see things differently and sometimes forget things. You need to consider therefore whether a contradiction is an innocent misrecollection or lapse of memory or an intentional falsehood, and that may depend on whether it has to do with an important fact or only a small detail.

You should judge the testimony of the parties in the lawsuit in the same manner as you judge the testimony of the other witnesses.

FINAL INSTRUCTION NO. 7

In civil actions, the party who has the burden of proving an issue must prove that issue by greater convincing force of the evidence. Greater convincing force means that after weighing the evidence on both sides there is enough evidence to convince you that something is more likely true than not true. In the event that the evidence is evenly balanced so that you are unable to say that the evidence on either side of an issue has the greater convincing force, then your finding upon the issue must be against the party who has the burden of proving it.

In determining whether or not an issue has been proved by greater convincing force of the evidence, you should consider all of the evidence bearing upon that issue, regardless of who produced it.

FINAL INSTRUCTION NO. 8

The measure of damages for a breach of contract is the amount which will compensate the aggrieved party for all detriment legally caused by the breach, or which, in the ordinary course of things, would be likely to result from the breach.

Damages for a breach of contract which are not clearly ascertainable in both their nature and origin are unrecoverable.

FINAL INSTRUCTION NO. 9

Some of these jury instructions use the phrase “legally caused.” A legal cause is a cause that produces a result in a natural and probable sequence, and without which the result would not have occurred. A legal cause does not need to be the only cause of a result. A legal cause may act in combination with other causes to produce a result.

FINAL INSTRUCTION NO. 10

Any person who is entitled to recover damages is entitled to recover interest thereon from the day that the loss or damage occurred except during a period of time, the person liable for the damages was prevented by law, or an act of the person entitled to recover the damages, from paying the damages.

You must decide:

- (1) the amount of damages (if any), and
- (2) the amount of damages which are subject to prejudgment interest (if any), and
- (3) the date or dates on which the loss or damage occurred.

The lease set dates by which rent was due and the Court will calculate prejudgment interest from these dates if you award damages for non-payment of rent. However, the date or dates on which other damages legally caused by the breach of contract, if any, is for you to decide. If you return a verdict for the Stocks for such other contract damages besides unpaid rent, you must indicate on the verdict form whether you find the Stocks are entitled to prejudgment interest, and if so, the amount of damages upon which interest is granted and the beginning date or dates of such interest. Based upon your findings, the Court will calculate the amount of interest the Stocks are entitled to recover.

FINAL INSTRUCTION NO. 11

If you determine that the Stocks should recover, you should not return what is known as a quotient verdict. A quotient verdict is one which is reached under a prior agreement made by all the jurors to add up the amount which each of the several jurors would award and divide such sum by the number of jurors and treat the quotient or result as the amount of the verdict to be returned by the jury.

If you find in favor of the Stocks, the verdict you are to return must be for such an amount as you unanimously agree upon as the proper amount in this case. A verdict reached by adding the amounts suggested by the several jurors and then dividing in the manner I have indicated would not be the judgment of the individual jurors, and such a method is likely to produce a verdict at variance with the sound judgment of each member of the jury. It is for you to determine by the use of your best judgment the verdict which you should return in this case without resorting to chance or the method described above.

FINAL INSTRUCTION NO. 12

In conducting your deliberations and returning your verdict, there are certain rules you must follow.

First, when you go to the jury room, you must select one of your members as your foreperson. That person will preside over your discussions and speak for you here in court.

Second, it is your duty, as jurors, to discuss this case with one another in the jury room. You should try to reach agreement if you can do so without violence to individual judgment, because a verdict must be unanimous. Each of you must make your own conscientious decision, but only after you have considered all the evidence, discussed it fully with your fellow jurors, and listened to the views of your fellow jurors. Do not be afraid to change your opinions if the discussion persuades you that you should. But do not come to a decision simply because other jurors think it is right, or simply to reach a verdict. Remember at all times that you are not partisans. You are judges – judges of the facts. Your sole interest is to seek the truth from the evidence in the case.

Third, if you need to communicate with me during your deliberations, you may send a note to me through the court services officer, signed by one or more jurors. I will respond as soon as possible either in writing or orally in open court. Remember that you should not tell anyone—including me—how your votes stand numerically.

Fourth, your verdict must be based solely on the evidence and on the law which I have given to you in my instructions. The verdict must be unanimous. Nothing I have said or done is intended to suggest what your verdict should be—that is entirely for you to decide.

The verdict form is simply the written notice of the decision that you reach in this case. You will take this form to the jury room, and when each of you has agreed on the verdict,

your foreperson will fill in the form, sign and date it, and advise the marshal or bailiff that you are ready to return to the courtroom.

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<p>JAMES E. GARRETT, SANDRA A. GARRETT, LEVI E. GARRETT, Plaintiffs/Counterclaim Defendants, vs. RONALD STOCK, KRISTIN K. STOCK, Defendants/Counterclaim Plaintiffs.</p>	<p>3:22-CV-03003-RAL VERDICT FORM</p>
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We, the jury, duly empaneled to try the issues in this case, assess the Stocks' damages, if any, as the following:

A. For Unpaid Rent for Lease Year 2021 due June 20, 2021: _____

B. For Unpaid Rent for Lease Year 2022 due June 20, 2022: _____

C. For contract damages, if any, separate from non-payment of rent:

1. Damages incurred in 2022:

i. Amount if any: _____

ii. Whether prejudgment interest applies: Yes ___ or No ___

iii. Date from which prejudgment interest applies: _____

2. Damages incurred in 2023:

- i. Amount if any: _____
- ii. Whether prejudgment interest applies: Yes ___ or No ___
- iii. Date from which prejudgment interest applies: _____

3. Damages incurred in 2024:

- i. Amount if any: _____
- ii. Whether prejudgment interest applies: Yes ___ or No ___
- iii. Date from which prejudgment interest applies: _____

Dated this ___ of August, 2025.

Foreperson