

**13-843A. Special or consequential damages.**

In addition to direct damages, \_\_\_\_\_ (*name of party asserting breach*) also seeks to recover damages for \_\_\_\_\_ (*describe damages alleged to have happened as the result of special circumstances, beyond the ordinary course of events, that the breaching party had reason to know*).

To recover for these alleged damages, \_\_\_\_\_ (*name of party asserting breach*) must prove the following:

1. When the contract was made, \_\_\_\_\_ (*name of opposing party*) had reason to know that these damages would probably result from [his] [her] [its] breach;
2. These damages were in fact caused by \_\_\_\_\_ (*name of opposing party*)=s breach of contract; and
3. The amount of damages.

**USE NOTE**

This instruction should be inserted into Part 2 of UJI 13-843 NMRA if the court determines as a matter of law that any of the elements of damages being sought constitute consequential damages (also called special damages). As drafted, this instruction is intended for use in common-law contracts cases.

[Adopted by Supreme Court Order No. 15-8300-005, effective for all cases filed or pending on or after December 31, 2015; as amended by Supreme Court Order No. 18-8300-013, effective for all cases pending or filed on or after December 31, 2018.]