

503.76 CONTRACTS - ISSUE OF COMMON LAW REMEDY - FUTURE WORTH
OF DAMAGES IN PRESENT VALUE.¹

Any amount you allow as future damages for breach of contract must be reduced to its present value, because a smaller sum received now is equal to a larger sum received in the future.²

(Notwithstanding, there is evidence before you that the calculation(s) of the plaintiff's future damages [has] [have] already been reduced to [its] [their] present value(s). Whether [it] [they] [has] [have] in fact been so reduced is for you to determine from the evidence using logic and common sense. Therefore, if you find that any type of future damage has already been reduced to its present value, you must not reduce it again.)

1. This instruction should not be used repetitively. Give it only one time with respect to all elements of future damages.

2. Recovery for future damage can be had, but the non-breaching party is only entitled to the present value of his contract, and, in so far as such damage is allowed by anticipation, proper allowance should be made for the fact that present recovery is had for damage that would only have accrued at a future time. *See Hawk v. Pine Lumber Co.*, 149 N.C. 10, 13, 62 S.E. 752, 753 (1908).