# CAPTION: NORTH SIDE BANK & TRUST CO. V. TRINITY AVIATION LLC.

**02-16-24**

APPEAL NO.: C-220555

TRIAL NO.: A-1205557

KEY WORDS: CONTRACTS – DAMAGES – JURISDICTION/VENUE

SUMMARY:

 In a breach of contract case, the trial court did not err in failing to award damages for labor costs that were alleged to have been incurred for moving parts in reliance on the contract where there was competent, credible evidence supporting its decision.

The trial court erred in granting judgment for breach of contract in favor of nonparties and parties who did not assert a breach of contract claim.

The trial court did not err in finding a breach of contract where competent, credible evidence supported finding that the breaching party was the proximate cause of the damages, the damages were foreseeable, and the further performance of the nonbreaching party was excused.

The trial court did not err in determining that the nonbreaching party properly mitigated its damages where further mitigating measures would have been extraordinary.

JUDGMENT: AFFIRMED AND CAUSE REMANDED

JUDGES: OPINION by BERGERON, J.; BOCK, P.J., and WINKLER, J., CONCUR.