**24.10B EXPENSES PAID TO AVOID LOSSES**

[Plaintiff] claims that [he she it] should be awarded damages for the amount that [plaintiff] spent to avoid or reduce losses that [plaintiff] would have otherwise experienced because of [defendant’s] breach of the contract.

You may make an award to [plaintiff] for this claim if you find that it is more likely true than not true that:

1. [Plaintiff] spent money in order to avoid or reduce losses that [plaintiff] would have otherwise experienced because of [defendant’s] breach of the contract; and
2. The expenditures were reasonable.

**Use Note**

This instruction should be given when plaintiff claims expenses incurred in order to mitigate plaintiff’s damages.

**Comment**

When the plaintiff spends funds in an effort to mitigate, these expenditures are an additional item of damages recoverable by the plaintiff. *Murray E. Gildersleeve Logging Co. v. Northern Timber Corp.*, 670 P.2d 372, 379 (Alaska 1983). The jury must decide whether the expenditures were made for the purpose of mitigation, and whether plaintiff’s expenditures were reasonable. *Id*. at 379-80.