### IDJI 6.03.1 - Lawful purpose

INSTRUCTION NO. \_\_\_

 In this case, (party) alleges that the contract did not have a lawful purpose.

 The purpose for which the contract was made, and the actions or non-actions expected of the parties in order to perform under the contract, must all be lawful when the contract was made.

Comment:

 Whether a particular purpose is lawful is a question of law for the court. What the purpose of the contract was is a question of fact for the jury, if disputed.

 A fact specific instruction should be given as to which purposes raised in the case are lawful or unlawful.