

SAMPLE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
_____ DIVISION

_____)	
Plaintiff)	
)	
v.)	Civil Action No. _____
)	
Defendant)	
_____)	

JOINT REQUEST TO CHARGE NO. _____

The plaintiff's claim in this case is based upon three alternative theories: (1) negligence, (2) strict liability, and (3) breach of warranty. The plaintiff is not required to prove all three of these theories in order for him to recover. Proof of his claim under any one of these theories would enable you to find that he is entitled to a verdict in his favor.

Bragg v. Hi-Ranger, Inc., 462 S.E.2d 321 (S.C. Ct. App. 1995).

Plaintiff agrees: _____

Defendant agrees: _____

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IN THE UNITED STATES DISTRICT COURT
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Plaintiff)
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)
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 Defendant)
_____)

**PLAINTIFF'S SUPPLEMENTAL
REQUEST TO CHARGE NO. _____**

"An employment contract for a definite term . . . generally continues until the expiration of the stated term, unless a right to terminate the contract sooner is reserved in the contract." 27 Am. Jur.2d Employment Relationship § 30 (1996). In this case, the term is one year, with automatic renewal terms of one year provided.

Authority: Contract, Par. 10(a). "This Agreement shall be in effect for an initial term of one (1) year from December 9, 1995 through December 8, 1996, and shall be automatically renewed for successive one (1) year terms thereafter, unless either party gives written notice to the other party of its intention to terminate this agreement, such notice to be given no later than ninety (90) days prior to the last day of the then-existing term."

DEFENDANT'S OBJECTION:

The last sentence of this instruction should be excised because it seeks to charge the facts of the case, Walker v. New Mexico & S.P.R. Co., 165 U.S. 593 (1897), and is not a complete statement of the contract provision. The contract automatically renews only if neither party gives notice of termination at least 90 days prior to the last day of the contract term.

Plaintiff: _____

Defendant: _____

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**DEFENDANT'S SUPPLEMENTAL
REQUEST TO CHARGE NO. _____**

The parties agree that there was a contract for services between them. The contract provided that "either party may terminate this Agreement immediately in the event of a material breach by either party."

PLAINTIFF'S OBJECTION

First sentence is alright. Second sentence is a partial quote from Paragraph 10(b) of the contract, which needs to be quoted in full.

Plaintiff: _____

Defendant: _____

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