

101.41 STIPULATIONS.<sup>1</sup>

Plaintiff (*name plaintiff*) and defendant (*name defendant*) have agreed or stipulated that certain facts shall be accepted by you as true without further proof. The agreed facts in this case are as follows:

(*Here read stipulated facts*)

Since the parties have so agreed,<sup>2</sup> you are to take these facts as true for the purpose of this case.

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1. Parties may enter into stipulations of facts, either through their counsel or between themselves, orally if in open court and of record or in writing, prior to or during trial. A stipulation is a judicial admission but will not be extended beyond the limits set by the parties or by the law. *Rickert v. Rickert*, 282 N.C. 373, 193 S.E.2d 79 (1972). Because a stipulation is a judicial admission, it dispenses with the necessity of proof. *Nationwide Homes of Raleigh, Inc. v. First Citizens Bank & Trust Co.*, 267 N.C. 528, 148 S.E.2d 693 (1966).

Where facts are stipulated, they are deemed established as fully as if determined by the verdict of a jury; a stipulation is a judicial admission, and as such, is binding in every sense, preventing the party who makes it from introducing evidence to dispute it, and relieving the opponent from the necessity of producing evidence to establish the admitted fact. *Blair v. Fairchilds*, 25 N.C. App. 416, 213 S.E.2d 428, *cert. denied*, 287 N.C. 464, 215 S.E.2d 622.

2. Where the attorney stipulated to facts which are entered of record, and there is no contention that the attorneys are not authorized for such action, both parties are bound by said stipulation. *Moore v. Humphrey*, 247 N.C. 423, 101 S.E.2d 460 (1958).