

N.C.P.I.—Civil 502.00  
CONTRACTS—ISSUE OF BREACH.  
GENERAL CIVIL VOLUME  
REPLACEMENT JANUARY 2024  
-----

502.00 CONTRACTS—ISSUE OF BREACH.

*NOTE WELL: Use this instruction for breach when materiality is not at issue. See N.C.P.I.—Civil 502.12 (Contracts—Issue of Breach—Materiality) for the issue of breach when materiality is at issue.*

The (*state number*) issue reads:

“Did the defendant breach the contract?”

(You will answer this issue only if you have answered the (*state number*) issue “Yes” in favor of the plaintiff.)

On this issue the burden of proof is on the plaintiff. This means that the plaintiff must prove, by the greater weight of the evidence, that the defendant failed to [perform] [abide by] a term of the contract.<sup>1</sup>

In this case the plaintiff contends, and the defendant denies, that defendant failed to [perform] [abide by] a term of the contract [by] [in one or more of the following ways]:

*(Give the plaintiff's contention(s) by identifying each term which the plaintiff alleges has been breached by the defendant.)*

Finally, as to the (*state number*) issue on which the plaintiff has the burden of proof, if you find by the greater weight of the evidence that the defendant breached the contract, then it would be your duty to answer this issue “Yes” in favor of the plaintiff.

If, on the other hand, you fail to so find, then it would be your duty to answer this issue “No” in favor of the defendant.

---

1. *Poor v. Hill*, 138 N.C. App. 19, 29, 530 S.E.2d 838, 845 (2000).