

640.12 EMPLOYMENT RELATIONSHIP - BREACH OF AGREEMENT FOR
DEFINITE TERM.

This issue reads:

"Did the defendant breach the employment agreement by terminating the plaintiff before the expiration of the definite period of time agreed upon?"

You are to answer this issue only if you answer the (*state number*) issue in favor of 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 breached the employment agreement by terminating the plaintiff before the expiration of the definite period of time agreed upon.¹

Finally, as to this 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 employment agreement by terminating the plaintiff before the expiration of the definite period of time agreed upon, 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. See *Walker v. Goodson Farms, Inc.*, 90 N.C. App. 478, 369 S.E.2d 122 (1988).