

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

INSTRUCTIONS FOR CASES BEFORE JUDGE R. BRYAN HARWELL

INSTRUCTIONS FOR PROPOSED JURY CHARGES WITH SAMPLES

All proposed jury instructions are required to be submitted in the following format:

(a) The parties are required to jointly submit one set of instructions. To this end, the parties are required to serve their proposed instructions upon each other in time to confer and submit to the Court one complete set of agreed-upon joint instructions, as well as any disputed supplemental instructions, by the date set forth in the notice of trial. All submitted instructions should be initialed by counsel for each party. The proposed charges should be e-mailed to the Court at harwell_ecf@scd.uscourts.gov.

(b) The Court's preliminary and boilerplate jury instructions can be found on the District Court website. It is not necessary for attorneys to submit proposed instructions as to the matters contained in those instructions. If the parties in good faith believe that the standard instructions need to be tailored for the trial of the case, they may submit such modified instructions for the Court's review.

(c) If the parties cannot agree upon one entire set of joint instructions, they are required to submit joint instructions that have been agreed upon (labeled as Joint Request to Charge No. ____), and to submit supplemental instructions that have not been agreed upon (labeled as Plaintiff's/Defendant's Request to Charge No. ____). Legal authority should be cited in all instructions. Each supplemental instruction should list any party requesting the instruction as well as any party's objection to the instruction. Along with the notation of the party objecting to or requesting the instruction, the supplemental instruction should cite the legal authority in support of the requested instruction and the specific basis for each objection to the instruction. Objections should specifically and concisely set forth the objectionable material in the proposed instruction. The numbering of supplemental instruction should begin where the agreed-upon joint instructions end. A sample of each type of instruction (agreed-upon and objected-to) is attached for your reference.

(d) If legal authority is cited that is not reported in the Southeastern Reporter or Federal Reporters, copies of cited authority should be attached to the requested instruction.

(e) All instructions should be concise, understandable, and neutral statements of law. Argumentative or formula instructions are improper, will not be given, and should not be submitted.

(f) Do not submit repetitive requests for the same legal concept. Do not submit requests which have no direct relationship to the case.

(g) Some attorneys incorrectly assume that the only way to charge a jury is to quote directly from reported appellate decisions. Appellate judges do not write opinions with jury instructions in mind. Sometime quotes from appellate opinions need to be reworded to make them more understandable to a jury. In addition, I like to look at other library resources as well--Restatements, hornbooks, treatises, etc. Don't hesitate to quote and cite authorities such as these in your jury charge requests.

(h) I may prepare a written charge for submission to the jury in each case or I may simply orally charge the jury. I will take your requested charges and incorporate them into my charge if appropriate. Toward the end of the trial I will give you or go over my proposed charge to review. You will then be given the opportunity to object to my proposed charge and to request additions or changes to it. Once the charge is finalized and if I decide to give a written copy to the jury I will provide a copy to counsel and to each juror as I give the charge in open court. The jurors are permitted to take their copies of the charge into the jury room for deliberations.

(i) You should also prepare and submit a proposed Verdict Form with your proposed charges, particularly if you request special interrogatories. I will be working on the verdict form during the trial and will incorporate your proposals if appropriate. This is an excellent way to get yourself to focus on what you need to prove and what the jury will be asked to decide. Please include your proposed verdict form along with your jury instructions. Please confer with opposing counsel to attempt to agree on the Verdict Form, and indicate if there is agreement or disagreement.

(j) The proposed charges and verdict form should be submitted at the time your Trial Brief is due.

Failure to comply with any of the above instructions may subject the noncomplying party and/or its attorneys to sanctions.

R. Bryan Harwell
United States District Judge

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

FLORENCE DIVISION

CIVIL ACTION NO.: 6:12345-24

John Doe,)	
)	
Plaintiff,)	
)	JOINT REQUEST TO CHARGE
vs.)	NO. _____
)	
Richard Roe,)	
)	
Defendant.)	
)	

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: _____

FOR THE DISTRICT OF SOUTH CAROLINA

FLORENCE DIVISION

CIVIL ACTION NO.: 7:12345-24

John Doe,)	
)	
Plaintiff,)	
)	PLAINTIFF’S SUPPLEMENTAL
vs.)	REQUEST TO CHARGE NO. _____
)	
Richard Roe,)	
)	
Defendant.)	
)	

“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: _____

FOR THE DISTRICT OF SOUTH CAROLINA

FLORENCE DIVISION

CIVIL ACTION NO.: 7:12345-24

John Doe,)	
)	
Plaintiff,)	
)	DEFENDANT’S SUPPLEMENTAL
vs.)	REQUEST TO CHARGE NO. _____
)	
Richard Roe,)	
)	
Defendant.)	
)	

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

Plaintiff: _____

Defendant: _____