

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. _____

I CHARGE YOU THAT

The fraudulent act may be prior to, contemporaneous with, or subsequent to the breach of contract, but it must be connected with the breach itself and cannot be too remote in either time or character.

Floyd v. Country Squire Mobile Homes, Inc., 287 S.C. 51, 336 S.E.2d 502 (1985); Smith v. Canal Ins. Co., 275 S.C. 256, 269 S.E.2d 348 (1980).

PLAINTIFF AGREES: _____

DEFENDANT AGREES: _____

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

Contract: termination on account of material breach. The contract at issue here also could be terminated on account of material breach. Where one party terminates a contract on account of a material breach by the other, the breach must be substantial and fundamental in light of the purposes of the contract and the interests of the parties in it.

Authority: Litchfield Co. of SC, Inc. v. Kiriakides, 349 S.E.2d 344 (S.C. App. 1986)
(Paraphrase of lower court's holding).

DEFENDANT'S OBJECTION:

This is not an accurate statement of the trial court's holding. The opinion in Litchfield Co. of SC, Inc. v. Kiriakides, says only that the trial court found in granting a motion for summary judgment that "any breach of the lease was insubstantial and did not warrant termination." The statement set forth above adds language which is slanted towards Plaintiff's position in the case, which is inappropriate under this Court's Order on proposed jury charges.

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**DEFENDANT'S SUPPLEMENTAL
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I CHARGE YOU THAT

Plaintiff was working under a contract for a definite term. If you find that he was wrongfully discharged, the measure of damages is the wages for the unexpired portion of the term. You must determine when Plaintiff was discharged in order to calculate his damages. Any calculation must be based on the contract between Plaintiff and Defendant which sets forth the compensation rate.

PLAINTIFF'S OBJECTION:

Incorrect statement of the law. Wrongful discharge in violation of public policy is a tort, Ludwick v. This Minute of Carolina, Inc., 287 S.C. 219, 337 S.E.2d 213 (1985). The measure of damages for a tort is all foreseeable damages flowing as a natural and probable consequence of the tortious act.

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