

Rule 84. Forms.

The following forms are sufficient under these rules and are intended to indicate the simplicity and brevity of statement which the rules contemplate:

(1) Complaint on a Promissory Note.

1. On or about _____, _____, defendant executed and delivered to plaintiff a promissory note [in the following words and figures: (here set out the note verbatim)]; [a copy of which is hereto annexed as Exhibit A]; [whereby defendant promised to pay to plaintiff or order on _____, _____, the sum of _____ dollars with interest thereon at the rate of _____ percent per annum].

2. Defendant owes to plaintiff the amount of said note and interest.

Wherefore, plaintiff demands judgment against defendant for the sum of _____ dollars, interest and costs.

(2) Complaint on Account.

Defendant owes plaintiff _____ dollars according to the account hereto annexed as Exhibit A.

Wherefore, plaintiff demands judgment against defendant for the sum of _____ dollars, interest and costs.

(3) Complaint for Negligence.

1. On _____, _____, at [name of place where accident occurred], defendant negligently drove a motor vehicle against plaintiff who was then crossing said street.

2. Defendant was negligent in that:

(a) Defendant drove at an excessive speed.

(b) Defendant drove through a red light.

(c) Defendant failed to yield the right-of-way to plaintiff in a marked crosswalk.

3. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization [in the sum of one thousand dollars] (or) [in an amount not yet determined].

Wherefore, plaintiff demands judgment against defendant in the sum of _____ dollars and costs.

(4) Complaint for Negligence.

(Where Plaintiff Is Unable to Determine Definitely Whether
One or the Other of Two Persons Is Responsible or
Whether Both Are Responsible and Where His
Evidence May Justify a Finding of Willfulness
or of Recklessness or of Negligence.

1. On _____, _____, at _____, defendant X or defendant Y, or both defendants X and Y, willfully or recklessly or negligently drove or caused to be driven a motor vehicle against plaintiff who was then crossing said street.

2. Defendant X or defendant Y, or both defendants X and Y were negligent in that:

(a) Either defendant or both defendants drove at an excessive speed.

(b) Either defendant or both defendants drove through a red light.

(c) Either defendant or both defendants failed to yield the right-of-way to plaintiff in a marked crosswalk.

3. As a result plaintiff was thrown down and had his leg broken and was otherwise injured, was prevented from transacting his business, suffered great pain of body and mind, and incurred expenses for medical attention and hospitalization [in the sum of one thousand dollars] (or) [in an amount not yet determined].

Wherefore, plaintiff demands judgment against X or against Y or against both in the sum of _____ dollars and costs.

(5) Complaint for Specific Performance.

1. On or about _____, _____, plaintiff and defendant entered into an agreement in writing, a copy of which is hereto annexed as Exhibit A.

2. In accord with the provisions of said agreement plaintiff tendered to defendant the purchase price and requested a conveyance of the land, but defendant refused to accept the tender and refused to make the conveyance.

3. Plaintiff now offers to pay the purchase price.

Wherefore, plaintiff demands (1) that defendant be required specifically to perform said agreement, (2) damages in the sum of _____ dollars, and (3) that if specific performance is not granted plaintiff have judgment against defendant in the sum of _____ dollars.

(6) Complaint in the Alternative.

I.

Defendant owes plaintiff _____ dollars according to the account hereto annexed as Exhibit A.

II. ALTERNATIVE COUNT

Plaintiff claims in the alternative that defendant owes plaintiff _____ dollars for goods sold and delivered by plaintiff to defendant between _____, _____, and _____.

(7) Complaint for Fraud.

1. On _____, _____, at _____, defendant with intent to defraud plaintiff represented to plaintiff that _____.

2. Said representations were known by defendant to be and were false. In truth, [what the facts actually were].

3. Plaintiff believed and relied upon the false representations, and thus was induced to _____.

4. As a result of the foregoing, plaintiff has been damaged [nature and amount of damage].

Wherefore, plaintiff demands judgment against defendant for _____ dollars, interest and costs.

(8) Complaint for Money Paid by Mistake.

Defendant owes plaintiff _____ dollars for money paid by plaintiff to defendant by mistake under the following circumstances:

1. On _____, _____, at _____, pursuant to a contract _____, plaintiff paid defendant _____ dollars.

(9) Motion for Judgment on the Pleadings.

Plaintiff moves that judgment be entered for plaintiff on the pleadings, on the ground that the undisputed facts appearing therein entitle plaintiff to such judgment as a matter of law.

(10) Motion for More Definite Statement.

Defendant moves for an order directing plaintiff to file a more definite statement of the following matters: [set out]

The ground of this motion is that plaintiff 's complaint is so [vague] [ambiguous] in respect to these matters that defendant cannot reasonably be required to frame an answer hereto, in that the complaint _____.

(11) Answer to Complaint.

First Defense

The complaint fails to state a claim against defendant upon which relief can be granted.

Second Defense

If defendant is indebted to plaintiff as alleged in the complaint, he is indebted to plaintiff jointly with X. X is alive; is a resident of the State of North Carolina, and is subject to the jurisdiction of this court as to serve of process; and has not been made a party.

Third Defense

1. Defendant admits the allegations contained in paragraphs _____ and _____ of the complaint.
2. Defendant alleges that he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph _____ of the complaint.
3. Defendant denies each and every other allegation contained in the complaint.

Fourth Defense

The right of action set forth in the complaint did not accrue within _____ year next before the commencement of this action.

Counterclaim

[Here set forth any claim as a counterclaim in the manner in which a claim is pleaded in a complaint.] Crossclaim Against Defendant Y

[Here set forth the claim constituting a crossclaim against defendant Y in the manner in which a claim is pleaded in a complaint.]

Dated: _____.

Attorney for Defendant

(12) Motion to Bring in Third-Party Defendant.

Defendant moves for leave to make X a party to this action and that there be served upon him summons and third-party complaint as set forth in Exhibit A attached.

(13) Third-Party Complaint.

Plaintiff,
v.

Defendant and Third-Party Complaint
Third-Party Plaintiff,
v.

Third-Party Defendant.
Civil Action No. _____

1. Plaintiff _____ has filed against defendant _____ a complaint, a copy of which is attached as "Exhibit C."
2. [Here state the grounds upon which the defendant and third-party plaintiff is entitled to recover from the third-party defendant all or part of what plaintiff may recover from the defendant and third-party plaintiff.]

Wherefore, plaintiff demands judgment against third-party defendant _____ for all sums that may be adjudged against defendant _____ in favor of plaintiff.

(14) Complaint for Negligence Under Federal Employer's Liability Act.

1. During all the times herein mentioned defendant owned and operated in interstate commerce a railroad which passed through a tunnel located at _____ and known as Tunnel No. _____.
2. On or about June 1, _____, defendant was repairing and enlarging the tunnel in order to protect interstate trains and passengers and freight from injury and in order to make the tunnel more conveniently usable for interstate commerce.

3. In the course of thus repairing and enlarging the tunnel on said day defendant employed plaintiff as one of its workmen, and negligently put plaintiff to work in a portion of the tunnel which defendant had left unprotected and unsupported.

4. By reason of defendant's negligence in thus putting plaintiff to work in that portion of the tunnel, plaintiff was, while so working pursuant to defendant's orders, struck and crushed by a rock which fell from the unsupported portion of the tunnel, and was (here describe plaintiff's injuries).

5. Prior to these injuries, plaintiff was a strong, able-bodied man, capable of earning and actually earning _____ dollars per day. By these injuries he has been made incapable of any gainful activity, has suffered great physical and mental pain, and has incurred expense in the amount of _____ dollars for medicine, medical attendance, and hospitalization.

Wherefore, plaintiff demands judgment against defendant in the sum of _____ dollars and costs.

(15) Complaint for Interpleader and Declaratory Relief.

1. On or about June 1, _____, plaintiff issued to G. H. a policy of life insurance whereby plaintiff promised to pay to K. L. as beneficiary the sum of _____ dollars upon the death of G. H. The policy required the payment by G. H. of a stipulated premium on June 1, _____, and annually thereafter as a condition precedent to its continuance in force.

2. No part of the premium due June 1, _____, was ever paid and the policy ceased to have any force of effect on July 1, _____.

3. Thereafter, on September 1, _____, G. H. and K. L. died as the result of a collision between a locomotive and the automobile in which G. H. and K. L. were riding.

4. Defendant C. D. is the duly appointed and acting executor of the will of G. H.; defendant E. F. is the duly appointed and acting executor of the will of K. L.; defendant X. Y. claims to have been duly designed as beneficiary of said policy in place of K. L.

5. Each of defendants, C. D., E. F., and X. Y. is claiming that the above-mentioned policy was in full force and effect at the time of the death of G. H.; each of them is claiming to be the only person entitled to receive payment of the amount of the policy and has made demand for payment thereof.

6. By reason of these conflicting claims of the defendants, plaintiff is in great doubt as to which defendant is entitled to be paid the amount of the policy, if it was in force at the death of G. H.

Wherefore plaintiff demands that the court adjudge:

(1) That none of the defendants is entitled to recover from plaintiff the amount of said policy or any part thereof.

(2) That each of the defendants be restrained from instituting any action against plaintiff for the recovery of the amount of said policy or any part thereof.

(3) That, if the court shall determine that said policy was in force at the death of G. H., the defendants be required to interplead and settle between themselves their rights to the money due under said policy, and that plaintiff be discharged from all liability in the premises except to the person whom the court shall adjudge entitled to the amount of said policy.

(4) That plaintiff recover its costs.

(16) Averment of Capacity Under Rule 9(a).

(North Carolina Corporation)

Plaintiff is a corporation incorporated under the law of North Carolina having its principal office in [address].

(Foreign Corporation)

Plaintiff is a corporation incorporated under the law of the State of Delaware having [not having] a registered office in the State of North Carolina.

(Unincorporated Association)

Plaintiff is an unincorporated association organized under the law of the State of New York having its principal office in [address] and (if applicable) having a principal office in the State of North Carolina at [address], and as such has the capacity to sue in its own name in North Carolina. (1967, c. 954, s. 1; 1999-456, s. 59.)