NORTH CAROLINA                                     IN THE GENERAL COURT OF JUSTICE

                                                                                    DISTRICT COURT DIVISION

\_\_\_\_ COUNTY                                                                       \_\_ CVD \_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**                                        )

                                    Plaintiff,                        )

                                                                        )

            vs.                                                        )           **JUDGMENT AND ORDER**

                                                                        ) **[BREACH OF CONTRACT]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**                                        )

                                    Defendant.                    )

            THIS CAUSE coming on to be heard and being heard before the undersigned District Court Judge Presiding upon plaintiffs claim for breach of contract.  Both parties were present and represented by counsel.  Based upon the evidence and arguments of counsel, the Court makes the following:

**FINDINGS OF FACT**

            1.         Plaintiff is a citizen and resident of \_\_\_\_ County, North Carolina.

            2.         Defendant is a resident of \_\_\_\_, North Carolina.

            3.         Plaintiff and defendant were lawfully married to each other on \_\_\_\_\_\_\_, and were divorced on \_\_\_\_\_\_\_\_\_\_\_\_\_.

            4.         There are no minor children born of the marriage.

            5.         This Court has subject matter jurisdiction over the parties\_\_\_ claims in this action and has personal jurisdiction over both plaintiff and defendant.

            6.         On \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parties entered into a valid Separation Agreement (the Agreement).  Under the terms of this Agreement, defendant is obligated to pay spousal support to plaintiff in the amount of $\_\_\_\_\_\_ per month until plaintiffs death or remarriage.

            7.         Plaintiff has not died or remarried.

            8          Defendant paid spousal support to plaintiff in the amount of $\_\_\_\_\_ per month through \_\_\_\_\_\_\_\_\_\_\_\_\_.  Defendant has not paid any spousal support to plaintiff since \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

            9.         Plaintiff has performed her obligations under the Agreement and she has complied with the terms of the Agreement.

            10.       Defendant currently owes total arrearages of $\_\_\_\_\_\_\_\_ for unpaid monthly spousal support for \_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_.  In addition, \_\_\_\_\_\_\_\_\_ owes to \_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_ in interest on his total arrearages.  Defendant has the present ability to pay to plaintiff the total arrearages plus interest owed through September 2003.

            11.       Defendant has the present ability to pay ongoing spousal support to plaintiff in the amount of $\_\_\_\_\_\_ per month.  Defendant has the present ability to pay the arrearages set forth herein.

            12.       Defendant has made clear to various family members that he no longer intends to pay support to plaintiff.

            13.       Plaintiff is entitled to an order requiring defendant to specifically perform his spousal support obligations under the Agreement, in that plaintiff has no adequate remedy at law, in the absence of an order for specific performance, to enforce the Agreement.

            Based upon the foregoing Findings of Fact, the Court makes the following

**CONCLUSIONS OF LAW**

            1.         This Court has personal and subject matter jurisdiction to enter this Order.

            2.         Plaintiff is entitled to an order of specific performance requiring defendant to specifically perform his contractual spousal support obligations as set out in the Agreement.

            3.         Defendant has the present ability to pay ongoing spousal support to plaintiff in the amount of $\_\_\_\_\_\_ per month.

            4.         Defendant has the present ability to pay to plaintiff the total arrearages plus interest owed for \_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:**

            1.         Defendant shall specifically perform his contract to pay ongoing monthly alimony of \_\_\_\_\_\_\_\_\_ to plaintiff as provided in the parties\_\_\_\_\_ separation agreement by paying plaintiff \_\_\_\_\_\_\_\_\_\_ each month.

            2.         Defendant\_\_\_\_s alimony arrearages plus interest owed through \_\_\_\_\_\_\_\_\_\_\_, in the total amount of $\_\_\_\_\_\_\_\_, shall be paid to plaintiff within ten days of the entry of this order.

            This \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_.

                                                            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                                        District Court Judge Presiding