

OBTAINING ADVANCES UNDER PROMISE TO WORK. G.S. 14-104.
MISDEMEANOR.

The defendant has been charged with obtaining advances upon a promise to perform work.

Now I charge you that for you to find the defendant guilty of this offense, the state must prove three things beyond a reasonable doubt.

First, that the defendant intended¹ to cheat or defraud.

Second, that the defendant obtained an advance(s) of [money] [provisions] [goods] [wares] [merchandise] (*describe other thing of value*) by promising or agreeing to begin work or labor for a [person] [corporation].

Third, that the defendant failed (without lawful excuse) to [commence] or [complete] the work promised.

So I charge that if you find from the evidence beyond a reasonable doubt that on or about the alleged date, the defendant, with the intent to cheat or defraud, obtained an advance by promising or agreeing to begin work or labor for the victim and that the defendant (without a lawful excuse) failed to [commence] [complete] the work that he had promised, it would be your duty to return a verdict of guilty. However, if you do not so find, or have a reasonable doubt as to one or more of these things, it would be your duty to return a verdict of not guilty.

¹For definition of intent see N.C.P.I.--Crim. 120.10.

