

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

PLAINTIFF

VS.

DEFENDANT

COMPLAINT

Comes now Plaintiff in the above styled and numbered cause by and through its attorneys of record and files this its Complaint against Defendant, and for cause of action would show unto the court the following:

1.

, (" ") is a Mississippi Corporation with its principal place of business in County, Mississippi.

2.

(" ") is a Mississippi Corporation with its principal place of business in , Mississippi which may be served with process of this court by serving a copy of the complaint and summons on its registered agent , Mississippi.

3.

On or about , purchased from ( ) office buildings located in County, Mississippi commonly known as (herein and after individually referred to as , , and collectively referred to as .

4.

was constructed by in phrases on a parcel of land located in County, Mississippi of the . The land upon which was constructed contains thereon and/or immediately adjacent thereto a lake which was an old "run" of the . The water level of said lake in accordance with the water level of the and is controlled by pumping stations at the lake.

5.

acted as general contractor with regard to . As general contractor, had a duty to oversee and supervise the entire construction of to ensure that it was properly designed and built in a workman like manner and warranted that was suitable for habitation in connection with its intended use and purpose. duty included an obligation to

consider the nature and character of the building site and to take all necessary measures to ensure that the building site was and remained appropriate for the buildings to be constructed thereon, including a duty to take such measures as necessary to ensure the stability of the building and surrounding surface land.

6.

During the \_\_\_\_\_ of \_\_\_\_\_, the sloped bank of the lake and the surface land immediately adjacent to \_\_\_\_\_ began sliding, eroding and sloughing off as the water level of the lake rose and fell. This sliding, erosion and sloughing hindered the habitability and intended use of \_\_\_\_\_. As a result, \_\_\_\_\_ lost tenants, lost rents and goodwill. \_\_\_\_\_ was required to undertake remedial and curative efforts in an attempt to remedy such erosion, sliding and sloughing in order to protect the structural integrity of \_\_\_\_\_ and to ensure that it would remain habitable and suitable for its intended use and purpose. Despite such efforts by \_\_\_\_\_, such erosion, sliding and sloughing continues and substantial additional remedial, curative and restoration work is necessary to ensure the continued habitability of \_\_\_\_\_.

7.

At the time of design and construction, the \_\_\_\_\_ knew or should have known the lake slope immediately adjacent to \_\_\_\_\_ was subject to sliding, sloughing and erosion as the water level in the lake rose and fell but nevertheless failed or refused to plan, design, or specify building requirements regarding \_\_\_\_\_ such that adequate and necessary preventive measures were taken to prevent the sloughing, sliding and erosion of the lake bank and adjacent surface land and to otherwise ensure the continual habitability and suitability of \_\_\_\_\_ for its intended use and purpose. The failure of \_\_\_\_\_ to specify and/or take adequate and necessary preventative measures to prevent the sloughing, sliding and erosion of the lake bank and surface land immediately adjacent to \_\_\_\_\_ is the proximate cause of the past and continuing damages suffered by \_\_\_\_\_ and such damages were foreseeable by \_\_\_\_\_.

COUNT I

BREACH OF WARRANTY

8.

Allegations of paragraph 1 through 7 above are incorporated herein by reference and alleged herein.

9.

breached its implied warranty with regard to \_\_\_\_\_ by failing to construct in a workman-like manner, such that it is habitable and suitable for its intended use and purpose, and by failing to design \_\_\_\_\_ in such a manner and/or by failing to otherwise take preventative measures to prevent the sliding, slough and erosion of the lake slope immediately adjacent to \_\_\_\_\_.

10.

As a result of the breach of warranty by \_\_\_\_\_, \_\_\_\_\_ has suffered to date damages in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the remedial and curative efforts undertaken in an attempt to remedy said erosion, sliding and sloughing. In addition, \_\_\_\_\_ continues to suffer damages in an undetermined amount as a result of the \_\_\_\_\_ breach and will suffer such damages until such time as all necessary actions to remedy and correct the sloughing, sliding and erosion of the lake bank are taken.

11.

\_\_\_\_\_ has also suffered additional damages because of lost tenants, lost rents, and loss of goodwill in an amount to be established as a result of \_\_\_\_\_ breach of its warranty and will continue to suffer such additional damages until all necessary actions to remedy and correct the sliding, sloughing and erosion of the lake bank are taken.

12.

Therefore, \_\_\_\_\_ is entitled to a judgment in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the remedial and curative efforts undertaken in an attempt to remedy said erosion, sliding and sloughing, plus additional damages in an amount to be established as a result of the continuing erosion, sliding and sloughing in order to be placed in the position originally contemplated and that would have been obtained if such breach had not occurred, plus additional damages in an amount to be established for lost tenants, lost rents, and loss of goodwill, prejudgment and post judgment interest, reasonable attorney fees and all cost of court.

COUNT II

NEGLIGENCE

13.

Allegations of paragraph 1 through 12 above are incorporated herein by reference and

realleged herein.

14.

The sloughing, sliding and erosion of the bank of the lake adjacent to \_\_\_\_\_ is a result of the \_\_\_\_\_ failure to exercise reasonable care and skill in designing and constructing \_\_\_\_\_, in failing to make proper specifications regarding the construction of \_\_\_\_\_ and in failing to properly inspect and supervise the construction of \_\_\_\_\_. Such conduct constitutes negligence by the Defendants and is the proximate cause of the foreseeable damages suffered by \_\_\_\_\_.

15.

As a result of the \_\_\_\_\_ negligence, \_\_\_\_\_ has suffered to date damages in the amount of (\$ \_\_\_\_\_) for the remedial and curative efforts undertaken in an attempt to remedy said erosion, sliding and sloughing. In addition, \_\_\_\_\_ continues to suffer damages in an undetermined amount as a result of the \_\_\_\_\_ negligence and will suffer such damages until such time as all necessary actions to remedy and correct the sloughing, sliding and erosion of the lake bank are taken.

16.

\_\_\_\_\_ has also suffered additional damages because of lost tenants, lost rents, and loss of goodwill in an amount to be established as a result of \_\_\_\_\_ negligence and will continue to suffer such additional damages until all necessary actions to remedy and correct the sliding, sloughing and erosion of the lake bank are taken.

17.

Therefore, \_\_\_\_\_ is entitled to a judgment in the amount of (\$ \_\_\_\_\_) for the remedial and curative efforts undertaken in an attempt to remedy said erosion, sliding and sloughing, plus additional damages in an amount to be established as a result of the continuing erosion, sliding and sloughing in order to be placed in the position originally contemplated and that would have been obtained if such negligence had not occurred, plus additional damages in an amount to be established for lost tenants, lost rents, and loss of goodwill, prejudgment and post judgment interest, reasonable attorney fees and all cost of court.

COUNT III

PUNITIVE DAMAGES

18.

Allegations of paragraph 1 through 17 above are incorporated herein by reference and realleged herein.

19.

breach of its implied warranties was done knowingly, willfully and intentionally or with reckless disregard for the rights of \_\_\_\_\_, amounting to gross negligence and evidencing bad faith on the part of \_\_\_\_\_ and entitling \_\_\_\_\_ to punitive damages. \_\_\_\_\_ sues for punitive damages in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) in order to punish \_\_\_\_\_ for its actions and to deter such activities by \_\_\_\_\_ in the future, plus reasonable attorney's fees and all cost of court.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, \_\_\_\_\_ prays that summons issued against Defendant, \_\_\_\_\_ that \_\_\_\_\_ be cited to appear and answer herein and that on final hearing hereof, \_\_\_\_\_ have judgment entered against \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the remedial and curative efforts undertaken by \_\_\_\_\_ in an attempt to remedy said erosion, sliding and sloughing, plus additional damages in an amount to be established as a result of the continuing erosion, sliding and sloughing in order to be placed in the position originally contemplated, plus additional damages in an amount to be established for lost tenants, lost rents, and loss of goodwill, plus punitive damages in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), prejudgment and post judgment interest, reasonable attorney fees and all cost of court incurred herein.

And Plaintiff prays for such other special and general relief to which it may be entitled.

Respectfully submitted,

\_\_\_\_\_  
Attorney for

Of Counsel:

Telephone:  
MSB #  
Attorney for