

IN THE CHANCERY COURT OF _____ COUNTY, _____

NAME OF PLAINTIFF

V.

NAME OF DEFENDANT

NO. _____

COMPLAINT

COMES NOW the Plaintiffs, _____ and _____, by and through their attorney, and file this their Complaint against _____ and _____, and would show unto the Court the following, to-wit:

COUNT I.

BREACH OF CONTRACT

1. That Plaintiffs are adult resident citizens of _____ County, _____ and reside at _____, _____, _____.

2. That Defendants are adult resident citizens of _____, _____ and may be served with process through certified mail _____, _____, _____.

3. That on or about _____, 20____ Plaintiffs entered into contract with the Defendants to purchase a home at _____, _____, _____. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

4. That after moving into their home, Plaintiffs discovered certain defects and omissions in the construction and maintenance of subject house which the Defendants' failed to notify the Plaintiffs of and should not have occurred, and that Defendants' actions are a breach of the terms of their contract, and specifically Paragraph 20, which is attached hereto as Exhibit "B" and incorporated herein by reference.

5. That timely, reasonable and repeated demands have been made upon the Defendants to correct and/or pay the said breach, but Defendants have steadfastly refused to live

up to their contractual obligations and have breached the contract as attached hereto as Exhibit "A".

6. That as a result of the Defendants' breach of contract, the Plaintiffs have suffered damages totaling \$00.00, which would correct the breaches aforesaid.

COUNT II.

NEGLIGENT MISREPRESENTATION

7. Plaintiffs readopt all allegations made in Count I in this their Count II, by reference.

8. That the Defendants through their actions and inactions negligently breached their duties and responsibilities as sellers unto Plaintiffs, and that said negligent breach has proximately caused damage to the subject home in the sum of \$00.00, which would adequately repair and fix same. That as specific grounds of negligence, Defendants negligently misrepresented to Plaintiffs there were no water leaks on the roof, which proximately caused the aforesaid damages, and that the air conditioning was operating in the manner in which it was intended to operate, but it was not and is defective.

COUNT III.

INTENTIONAL INFLICTION OF MENTAL DISTRESS

9. Plaintiffs readopt all allegations made in Counts I and II in this their Count III, by reference.

10. That Plaintiffs put Defendants on notice of the defects to the subject home after said defects surfaced so that Defendants could correct same, and Defendants capriciously ignored the same well knowing that said course of conduct on their part was intended to inflict and did in fact inflict mental distress on both Plaintiffs, for which they have been damaged in the sum of \$00.00 each.

11. That Defendants' intentional infliction of mental distress was willful, wanton and in total disregard for Plaintiffs' persons and well being, such that punitive damages would lie.

WHEREFORE, PREMISES CONSIDERED, your Plaintiffs pray for judgment of and from the Defendants in the sum of \$00.00 actual damages and \$00.00 punitive damages, attorney's fees, all costs of Court, and interest on the judgment at the legal rate.

Dated this the _____ day of _____, 20____.

Respectfully submitted,

BY: _____
_____, Attorney for Plaintiffs