

THIS IS ONLY A SAMPLE OF A COMPLAINT. IT IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. ANYONE SEEKING TO FILE AND SERVE A SUMMONS AND COMPLAINT MUST DRAFT HIS OR HER OWN COMPLAINT USING THE FACTS OF HIS OR HER OWN CASE AND THE RELEVANT LAW.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
JOHN JONES,

Plaintiff,

Index No.

- against -

COMPLAINT

GEORGE SMITH,

Defendant.

-----X

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, John Jones, respectfully shows and alleges as follows:

1. The plaintiff herein, John Jones, is a resident of the State of New York. Mr. Jones resides at 32 Barbary Coast Place, White Plains, N.Y.
2. The defendant herein, George Smith, has a principal place of business at 522A Fifth Ave., White Plains, N.Y. Defendant is engage in the business of building sailboats.
3. Plaintiff Jones desired to have a small sail boat built pursuant to a design prepare by him. He and defendant discussed his needs and specifications for this project.
4. On March 1, 1996, plaintiff and defendant entered into a written agreement. Pursuant thereto, plaintiff agreed to pay the sum of \$90,000 for the sailboat. Plaintiff was obligated to make a down payment of \$10,000 on or before April 1, 1996, with the balance to be due upon delivery of the boat. The defendant agreed to build the boat in accordance with plaintiff's design for the aforesaid price and to complete the work and deliver the boat to a fixed place on or before July 15, 1996.
5. On March 8, 1996, plaintiff delivered to defendant a certified check in the sum of \$10,000, which defendant cashed.
6. Defendant failed to deliver the boat on or before July 15, 1996, as agreed. Plaintiff made numerous phone calls and sent several letters to defendant about the contract, but

received no response.

7. By reason of the facts and circumstances state above, defendant has breached the contract.

8. By reason of the facts and circumstances state above, plaintiff has been damaged by defendant in the sum of \$40,000.

WHEREFORE, plaintiff demands judgment against defendant in the sum of \$40,000, plus interest from July 15, 1996, costs and disbursements, together with any other relief the Court finds to be just and proper.

Dated: January 4, 2001

[Sign Name]

John Jones [Printed]
Plaintiff

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