

Sample on Breach of Contract

HCA No. _____ of 200__

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. _____ OF 200__

BETWEEN

Plaintiff

AND

Defendant

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a wholesaler of [specify goods] carrying on business at [specify address].
2. The Defendant is and was at all material times a company incorporated in Hong Kong and carrying on business as [a manufacturer or supplier (specify nature of business)] at [address].

Disclaimer

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3. By a contract [made orally on or about _____ / in writing dated _____ / evidenced by a series of purchase orders dated _____ to _____ / partly oral and partly in writing dated _____] entered into between the Plaintiff and the Defendant, the Plaintiff agreed to buy and the Defendant agreed to sell goods (“the Goods”) manufactured by the Defendant.

PARTICULARS

<u>Description of Goods</u>	<u>Quantity</u>	<u>Unit Price (HK\$)</u>	<u>Total</u>
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4. The following are material clauses of the contract:
- (i) Clause ____ provided that the Goods had to be delivered on or before _____.
 - (ii) Clause ____ provided that 10% of the contract price had to be paid upon signing of the contract.
 - (iii) Clause ____ provided that a further 30% of the contract price had to be paid within 14 days of the signing of the contract.
 - (iv) Clause ____ provided that the balance of the purchase price had to be paid at the time of delivery of the Goods.
5. At the time of the contract, the Defendant knew or ought to have known that the Goods were required by the Plaintiff for resale to its customers at a profit.

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6. Pursuant to clause _____ of the contract, the Plaintiff had paid the following sums to the Defendant:

PARTICULARS

Date

Amount

7. In breach of clause ____ of the contract, the Defendant had failed to deliver the Goods to the Plaintiff at all.

8. By reason of the Defendant's breach of contract, the Plaintiff has suffered loss and damage.

PARTICULARS

The Plaintiff had to purchase the same quantity of goods from another supplier at a higher price, namely HK\$_____. The Plaintiff claims the amount of HK\$_____ being the difference in price charged by that supplier and by the Defendant.

9. By a letter dated _____, the Plaintiff demanded the Defendant to refund the sum of \$_____ to the Plaintiff and to compensate the Plaintiff for its loss and damage.
10. Despite demand, the Defendant has failed to refund the sum of \$_____ or to compensate the Plaintiff.

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AND THE PLAINTIFF CLAIMS:

- (1) Refund of the sum of HK\$_____;
- (2) Damages for breach of contract in the sum of \$_____ or such sum as this Honourable Court may award.
- (3) Interest pursuant to sections 48 and 49 of the High Court Ordinance, Cap. 4 as the court may deem fit;
- (4) Costs;
- (5) Such further and/or other reliefs as this Honourable Court deems fit.

I / The Plaintiff believe(s) that the facts stated in this Statement of Claim are true.

Dated the ____ day of _____, 200__.

[Signed]

[Name]

Plaintiff in person

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ACTION NO. _____ OF 200__

BETWEEN

Plaintiff

AND

Defendant

STATEMENT OF CLAIM

Dated :

Filed on :

[Name]

Plaintiff in person

Address for service

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