

# **GREENFIELD DEVELOPMENT PTY LTD**

## **RESPONSE TO CLAIM**

1. The defendant admits entering into a construction contract with the plaintiff dated 15 January 2024.
2. The defendant admits the contract price of \$385,000 and the 6-month completion timeframe.
3. The defendant says that: a) During excavation work, significant structural defects were discovered in the existing foundations; b) These defects could not have been reasonably discovered during pre-contract inspections; c) The defects constituted latent conditions under clause 15.2 of the contract; d) Remediation of these defects required additional work valued at \$45,000.
4. The defendant denies that the variation request was excessive and says it was based on: a) A detailed scope of additional works prepared by a structural engineer; b) Competitive quotes from specialist contractors; c) The requirements of the Building Code of Australia.
5. The defendant says that the plaintiff's rejection of the variation, despite clear evidence of necessity, constituted: a) A breach of the implied duty of good faith; b) A repudiation of the contract; c) Conduct making it impossible to complete the works.
6. The defendant denies wrongful termination and says it was entitled to accept the plaintiff's repudiation and terminate the contract under clause 20.1.
7. As to damages, the defendant: a) Denies liability for any damages; b) Says the plaintiff failed to mitigate her losses; c) Claims a quantum meruit for work completed to date.
8. Further and alternatively, the defendant counterclaims for: a) Payment for work completed (\$165,000); b) Loss of profit on the uncompleted portion (\$38,500); c) Costs incurred due to wrongful repudiation (\$15,000).

Solicitors for the Defendant  
Jones & Associates

Dated: 19 May 2025