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**In the High Court of New Zealand  
Auckland Registry**

**CIV-2012-404-4482**

Between

**Counties Manukau District Health Board**

Plaintiff

And

**Hawkins Construction North Island Limited**

Defendant

**Statement of defence**

Dated 18 September 2012

Next event date: First case management conference (date tba)

Judicial officer: Associate Judge Bell

LEN.02/s/w

MBM

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HIGH COURT	
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The defendant refers to the plaintiff's statement of claim, dated 2 August 2012, and says:

- 1 It admits the allegations in paragraph 1.
- 2 It admits the allegations paragraph 2.
- 3 It denies the allegations in paragraph 3, and further says:
  - a it was engaged in relation to the construction of the Adult Inpatient Building (**AIB contract**) in or around 2001; and
  - b it was engaged in relation to the construction of the Adult Medical Centre (**AMC contract**) in or around 2005.
- 4 It admits that it carried out the works as required under the AIB contract and AMC contract, but except as expressly admitted it denies the allegations in paragraph 4.
- 5 It has insufficient knowledge of and therefore denies the allegations in paragraph 5.
- 6 It has insufficient knowledge of and therefore denies the allegations in paragraph 6.
- 7 It denies the allegations in paragraphs 7 to 15 (inclusive).
- 8 It admits that it carried out the works as required under the AIB contract and AMC contract, but except as expressly admitted it denies the allegations in paragraph 16.
- 9 It denies the allegations in paragraphs 17 to 22 (inclusive).

### **Affirmative defence – limitation**

**By way of defence** the defendant repeats paragraphs 1 to 9 above and says:

- 10 The work under the AIB contract was commenced in or around early 2001 and completed in various stages between August 2001 and September 2002.
- 11 The majority of the work under the AIB contract was substantially complete on or before 24 August 2001.
- 12 The work under the AMC contract commenced in or around March 2005.
- 13 The work under the AMC contract was completed on or before December 2005.
- 14 The plaintiff filed its claim on 2 August 2012.
- 15 To the extent that the relief claimed by the plaintiff relates to building work carried out prior to 2 August 2002, the plaintiff is statute-barred from bringing a claim against the defendant by section 393(2) of the Building Act 2004.
- 16 Additionally or alternatively, to the extent that the action brought by the plaintiff relates to alleged defects that were reasonably discoverable on or before 2 August 2006, the plaintiff is statute-barred from bringing a claim by virtue of sections 59 and 61 of the Limitation Act 2010, and sections 2A and 4 of the Limitation Act 1950.

This document is filed by **Mary Haggie**, solicitor for the defendant, of the firm Kensington Swan, Wellington. The address for service of the defendant is 89 The Terrace, Wellington 6011.

Documents for service on the defendant may be left at that address for service, or may be –

- a posted to the solicitor at c/- Kensington Swan, PO Box 10 246, Wellington;
- b left for the solicitor at a document exchange for direction to c/- Kensington Swan, DX SP 26517, Wellington Central; or
- c emailed to the solicitor at [mary.haggie@kensingtonswan.com](mailto:mary.haggie@kensingtonswan.com), provided that a confirmation copy is forthwith sent by ordinary post or document exchange.