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Daily Banking A Daily Bulletin listing Decisions of Superior Courts of Australia

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Executive Summary (1 minute read)

Universal Music Australia Pty Ltd v Pavlovic (NSWSC) - contract - separate questions - binding agreement - no valid termination

M J Arthurs Pty Ltd v Heaysman (QCA) - building contract - valid withdrawal from building contract by notice of withdrawal by facsimile transmission - appeal dismissed

Claremont 24-7 Pty Ltd v Invox Pty Ltd [No 2] (WASC) - contract - binding agreements for lease - plaintiff's interest as equitable lessee took priority over second defendant's interest - specific performance ordered

Summaries With Link (Five Minute Read)

Universal Music Australia Pty Ltd v Pavlovic [2015] NSWSC 791

Supreme Court of New South Wales

Sackar J

Contract - separate determination of two questions - whether plaintiff entered into binding agreement with first, second and third defendants on terms contained indeed of release despite fact that deed never executed by defendants - if there was a binding agreement, whether it was lawfully terminated - subsequent conduct - authority of solicitor to bind client - actual or ostensible authority - essential terms - intermediate terms - time stipulations - held: Court concluded that a binding agreement came into existence between plaintiff and Pavlovic Parties and that defendants did not validly terminate arrangement - parties to prepare short minutes to reflect reasons.

[Universal](#)

M J Arthurs Pty Ltd v Heaysman [2015] QCA 113

Court of Appeal of Queensland

M McMurdo P; Holmes JA & Atkinson J

Building contract - service - appellant registered builder unsuccessfully sued respondents under building contract - trial judge held respondents had withdrawn from contract under s72 *Domestic Building Contracts Act 2000* by notice of withdrawal given by facsimile transmission - appellant contended trial judge erred in finding notice of withdrawal validly given because notice was not sent to its last known facsimile number, which was the form of service for which building contract provided - held: trial judge properly made findings that number in contract was last facsimile number for appellant known to respondents and that withdrawal notice was served on company by facsimile transmission to that number - appeal dismissed.

[MJArthurs](#)

Claremont 24-7 Pty Ltd v Invox Pty Ltd [No 2] [2015] WASC 220

Supreme Court of Western Australia

Le Miere J

Contract - lease - determination of separate questions - first defendant owned premises - plaintiff claimed first defendant agreed to lease the premises to it - first defendant contended it made no binding agreement to lease premises to plaintiff - plaintiff agreed to lease premises to second defendant - plaintiff claimed it had an interest as equitable lessee in premises which took priority over any interest of second defendant - whether first defendant engaged in misleading or deceptive conduct - whether plaintiff and second defendant each had agreement for lease with first defendant and if so whether second defendant's agreement had priority over plaintiff's - held: Court concluded there was a binding agreement between plaintiff and first defendant and that there was a binding agreement between first and defendant and second defendant - plaintiff's interest as equitable lessee had priority over interest of second defendant - first defendant should be ordered to specifically perform agreement for lease with plaintiff.

[Claremont](#)

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