



Wednesday 17 September 2014

## Construction

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

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#### Executive Summary (1 minute read)

**Caltex Refineries (Qld) Pty Ltd v Allstate Access (Australia) Pty Ltd** (QSC) - security of payments - denial of natural justice - adjudicator's decisions set aside

**Belgravia Nominees Pty Ltd v Lowe Pty Ltd** (WASC) - pleadings - partnership - refusal of leave to join defendant and amend writ - appeal dismissed

#### Summaries with links (5 minute read)

**Caltex Refineries (Qld) Pty Ltd v Allstate Access (Australia) Pty Ltd [2014] QSC 223**

Supreme Court of Queensland

P McMurdo J

Security of payments - first respondent (Allstate) agreed to supply Caltex with scaffolding equipment - Allstate alleged Caltex damaged the equipment - Allstate made payment claim pursuant to *Building and Construction Industry Payments Act 2004* (Qld) and *Building and Construction Industry Security of Payment Act 1999* (NSW) - adjudicator ordered Caltex to pay Allstate for replacement costs of the equipment - Caltex sought to quash decision - construction of contract - issue estoppel - natural justice - held: Caltex not estopped from contending that agreement contained no promise by them to make payment for damaged goods - Caltex was



denied natural justice because adjudicator interpreted contract in a way which neither side argued and which ought not to have been anticipated by them - decisions set aside.

[Caltex Refineries \(Qld\) Pty Ltd](#)

**Belgravia Nominees Pty Ltd v Lowe Pty Ltd [No 2] [2014] WASC 315**

Supreme Court of Western Australia

Master Sanderson

Pleadings - partnership - plaintiff and company carried on business in partnership - partnership entered agreement with first defendant for provision of services to partnership - partnership dissolved - plaintiffs commenced proceedings against defendants alleging they were prohibited from receiving certain payments - Registrar refused plaintiffs leave to join company as a third defendant to proceedings and refused leave to amend writ of summons - plaintiffs challenged Registrar's finding that action was not necessary to wind up partnership's affairs and that therefore partner had no authority to bind firm following dissolution - s26 *Partnership Act 1895 (WA)* - held: proceedings did not have to be taken to bring to a conclusion the affairs of the partnership - plaintiffs could not maintain the action - Registrar was right to refuse leave - appeal dismissed.

[Belgravia Nominees Pty Ltd](#)

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