

Monday 29 September 2014

Construction

A Daily Bulletin listing Decisions of Superior Courts of Australia

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Executive Summary (1 minute read)

Belcastro v Nakhl (NSWSC) - corporations - leave to proceed against corporations in liquidation - leave to replead against insurers

Tagget v McLean Austquip Pty Ltd (NSWSC) - contract - parties entered contract for repair work - claim not a restitutionary claim - appeal dismissed

Summaries with links (5 minute read)

Belcastro v Nakhl [2014] NSWSC 1305

Supreme Court of New South Wales

Campbell J

Corporations - joinder - pleadings - plaintiffs sought leave pursuant to s500(2) *Corporations Act 2001*(Cth) to proceed against three corporations in liquidation, and joinder of professional liability insurers of one corporation under r6.24 *Uniform Civil Procedure Rules 2005* (NSW) - held: pleadings against insurers did not state material facts such that insurers could understand how earlier facts were material to corporation's cause of action against insurers - plaintiffs given leave to re-plead against insurers - subject to re-pleading liability of corporation's insurer's to indemnify it, Court satisfied plaintiffs had made case for joining insurers - Court satisfied it should grant leave to plaintiffs to commence and proceed with proceedings against the three corporations.

[Belcastro](#)

Tagget v McLean Austquip Pty Ltd [2014] NSWSC 1310

Supreme Court of New South Wales

Hidden J

Contract - restitution - appellant supplied bulldozing and excavator services - respondent brought proceedings in Local Court for recovery of money owed by appellant for work done and materials supplied for repair of excavator and bulldozer - Magistrate awarded respondent amount sought - appellant claimed Magistrate erred in finding respondent's pleaded case was based on contract and in finding that implied promise to pay a debt between parties constituted a contract - appellant contended claim was an indebitatus count, a restitutionary claim based on unjust enrichment - held: open to Magistrate to conclude that a contract had been entered into by parties and to find that amount claimed was reasonable - no error of law established - appeal dismissed.

[Tagget](#)

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