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

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Executive Summary (1 minute read)

Picos v Seven West Media Ltd (FCA) - summary dismissal - disjoinder - sex discrimination - proceeding dismissed insofar as it related to first and second respondents

Ransley v Chubb Insurance Company of Australia Ltd (NSWSC) - contract - insurance - Directors and Officers Liability policy - insurer's maximum liability - maximum aggregate liability - separate questions answered

Scrivener v Raffles Medical Group (NSWSC) - negligence - contract - claims against defendant in Singapore - Supreme Court of New South Wales was clearly inappropriate forum - statement of claim set aside

Mantonella Pty Ltd v Grancroft Pty Ltd (QSC) - security for costs - trusts and trustees - security for costs granted with proceeding stayed pending their provision

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Summaries With Link (Five Minute Read)

Picos v Seven West Media Ltd [2015] FCA 660

Federal Court of Australia

Perry J

Disjoinder - summary dismissal - sex discrimination - applicant claimed former employer and its officers (third fourth and fifth respondents) sexually harassed and unlawfully discriminated against her contrary to ss14 & 28B *Sex Discrimination Act 1984* - applicant further claimed first and second respondents liable by being in partnership with employer - first and second respondents sought orders removing them as parties on basis they were improperly or unnecessarily joined, or summary judgment insofar as proceeding related to them - held: claims against first or second respondents for breaches of Act had no reasonable prospects of success - claim on ground of breach of contract must fail - applicant's application dismissed insofar as it related to first and second respondents.

[Picos](#)

Ransley v Chubb Insurance Company of Australia Ltd [2015] NSWSC 854

Supreme Court of New South Wales

Ball J

Contract - insurance - plaintiff was former director of company required to give evidence at public inquiry by ICAC into grant to company of licence coal mining tenement - plaintiff sought declaration that insurer was liable to indemnify him for legal costs incurred under Directors and Officers Liability policy issued to company - insurer did not dispute it was liable to indemnify director but claimed that its maximum aggregate liability for all claims for costs under Policy was \$2,000,000 of which it had already paid \$1,248,377.83 leaving \$751,622.17 to meet all outstanding claims, including director's - determination of separate questions - insurer's maximum liability under Policy in respect of each claim made by Insured under Insuring Clause 1D of Policy? - maximum aggregate liability under Policy in respect of claims made by Insureds under Insuring Clause 1D of Policy - held: insurer's maximum liability depended on extent to which Limit of Liability specified in Schedule had been eroded by claims for Legal Representation Expenses already paid by insurer - insurer's liability did not exceed \$1 million in aggregate - separate questions answered.

[Ransley](#)

Scrivener v Raffles Medical Group Ltd [2015] NSWSC 874

Supreme Court of New South Wales

Button J

Clearly inappropriate forum - plaintiff claimed in negligence and for breach of contract against defendant in Singapore - defendant sought to set aside statement of claim - defendant claimed Supreme Court of New South Wales was clearly inappropriate forum for determination of dispute between - defendant also claimed plaintiff was incapable of demonstrating proceedings complied with r11.2 & Sch 6 *Uniform Civil Procedure Rules 2005* with result plaintiff not entitled

to serve statement of claim on defendant in Singapore - defendant also contended claim doomed to failure and should be struck out because plaintiff incapable of demonstrating defendant was vicariously liable according to law of Singapore for allegedly wrongful actions of various doctors - s56 *Civil Procedure Act 2005* ,), s24A(2) *Limitation Act (Cap 163, 1996 Rev Ed)* - Sch 6, rr11.2 & 12.11(1) *Uniform Civil Procedure Rules 2005* - held: defendant established Supreme Court of New South Wales was clearly inappropriate forum for determination of dispute - even if Court wrong about inappropriate forum Court would reject claim as it currently stood because claim in breach of contract did not fall within causes of action that could be subject of service outside Australia - statement of claim set aside.

[Scrivener](#)

Mantonella Pty Ltd v Grancroft Pty Ltd [2015] QSC 191

Supreme Court of Queensland

Henry J

Security for costs - plaintiff sought relief under r643 *Uniform Civil Procedure Rules 1999* with respect to ownership of shares in unit trust - defendants sought order that plaintiff provide security for costs of proceedings - impecuniosity and means - merits and prospects - prejudice - ss27 & 38 *Limitation of Actions Act 1974* - rr671 & 672 *Uniform Civil Procedure Rules 1999* - held: Court concluded it was appropriate case in which to order security for costs - plaintiff required to give security for costs up to close of pleading and disclosure - if matter continued past close of pleading and disclosure, or there was significant exceeding of amount in interim, applicants ought to have liberty to apply so as to seek further security - proceeding stayed pending provision of costs.

[Mantonella](#)

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