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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)

**Mega-top Cargo Pty Ltd v Moneytech Services Pty Ltd** (NSWCA) - agency - customs - dismissal of claim for reimbursement for duties costs and tax paid in connection with entry of goods delivered to company for sale - appeal dismissed

**Michail v Mount Druitt and Area Community Legal Centre Inc** (NSWCA) - pleadings - paragraphs of statement of claim struck out - leave to appeal refused

## Summaries With Link (Five Minute Read)

### **Mega-top Cargo Pty Ltd v Moneytech Services Pty Ltd [2015] NSWCA 402**

Court of Appeal of New South Wales

Gleeson & Leeming JJA; Emmett AJA

Agency - customs - appellant was freight forwarder and customs agent - appellant pursuant to written agreement with respondent took delivery as agent of goods carried by air from China into Australia - whether appellant entitled to be reimbursed by respondent for import duties, freight costs and goods and services tax paid in connection with entry of goods delivered to company for sale - company wound up in insolvency and unable to pay amounts - respondent denied it was liable to reimburse appellant - primary judge dismissed appellant's claim against respondent - ss13-5, 13-15 *A New Tax System (Goods and Services Tax) Act 1999* (Cth) - *Civil Aviation (Carriers' Liability) Act 1959* (Cth) - ss4, 68, 165, 181 & 183 *Customs Act 1901* (Cth) - construction of letter from respondent to appellant embodying commercial terms - parties' treatment of secondary liability between themselves and company to reimburse appellant for amounts of taxes and other charges -.held: letter excluded a secondary liability between parties as to which would bear burden of taxes and charges - express terms of letter made it clear appellant required to look to company for reimbursement - appeal dismissed.

[Mega-top](#)

### **Michail v Mount Druitt and Area Community Legal Centre Inc [2015] NSWCA 396**

Court of Appeal of New South Wales

Leeming JA; Emmett AJA

Pleadings - applicant claimed she was party to "oral binding agreement" with respondent involving her working as unpaid admitted solicitor - applicant claimed respondent breached agreement causing her loss and damage - appellant sought leave to appeal from interlocutory judgment striking out paragraphs of statement of claim but refusing defendant's application for summary dismissal - s9 *Court Security Act 2005* (NSW) - rr36.15 & 51.18 *Uniform Civil Procedure Rules 2005* (NSW) - held: appellant did not make out matters complained of - applicant did not demonstrate reasonably clear case of injustice - leave to appeal refused - summons dismissed.

[Michail](#)

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