

SUPREME COURT OF QUEENSLAND

CIVIL JURISDICTION

MACKENZIE J

No 2982 of 2002

CSR LIMITED (ACN 000 001 276) AND CSR READYMIX (QLD) PTY LTD (ACN 055 429 199) Applicant  
and  
WAGNER INVESTMENTS PTY LTD (ACN 011 055 271) Respondent

BRISBANE

. . DATE 18/04/2002

JUDGMENT

HIS HONOUR: I would just mention that there seems to have been some eccentricity that crept into the printing of the judgment in the sense that the paragraphs start at number 2. We will try to fix that up. Nonetheless, it does not change the outcome.

The following declarations and order are made:

1. A declaration that according to its true construction clause 9.1.3 of the agreement for sale dated 2nd of October 1998 prevents the applicant from supplying sand and gravel for use by the person intended to be supplied where the purpose of supplying it is to enable the latter to carry on its business activities within a 15 kilometre radius of the Grantham land referred to in the agreement, notwithstanding that-
  - (a) The applicant does not intend to locate business premises or operate a quarry within the 15 kilometre radius; and
  - (b) The registered office or principal place of business of the person intended to be supplied is not within that 15 kilometre radius.
2. A declaration that clause 9.1.3 is not unenforceable on the ground that it is unreasonable restraint of trade.
3. An order that the applicant pay the respondent's costs of and incidental to the application to be assessed.

I publish my reasons.