

State Reporting Bureau



Queensland Government
Department of Justice and Attorney-General

Transcript of Proceedings

REVISED COURT REPORT
SCB
Date 26 04 02

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SUPREME COURT OF QUEENSLAND

CIVIL JURISDICTION

JUSTICE MUIR

Town Application No 36 of 2002

SUBURBAN BOWLING CLUB INC
IA12391

Plaintiff

and

SUBURBAN TENNIS CLUB INC
IA12809

Defendant

CAIRNS

..DATE 26/04/2002

JUDGMENT

WARNING: The publication of information or details likely to lead to the identification of persons in some proceedings is a criminal offence. This is so particularly in relation to the identification of children who are involved in criminal proceedings or proceedings for protection under the *Child Protection Act 1999*, and complainants in criminal sexual offences, but is not limited to those categories. You may wish to seek legal advice before giving others access to the details of any person named in these proceedings.

HIS HONOUR: In this matter the applicant, Suburban Bowling Club Incorporated, seeks against the respondent, Suburban Tennis Club Incorporated, declarations that an agreement entered into between them on 8 July 1993 was validly terminated, that the respondent has no legal rights to access or occupy certain premises of the applicant, and the applicant is not liable to pay moneys to the respondent as a result of termination of the agreement.

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Despite service being effected on the respondent, and considerable steps being taken to ensure that these proceedings were brought to the knowledge of those who may represent the respondent, there was no appearance this morning by the respondent although the matter was called.

I am satisfied, on the material before me, that there were a number of breaches of the agreement of 8 July 1993 which permitted the applicant, provided appropriate notice was given under clause 5(c) of the agreement, to terminate it. The material discloses that such notice was given and that the agreement was accordingly brought to an end.

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I mention that the most obvious of the breaches was the failure to pay moneys on account of rates pursuant to clause 4 of the agreement. Another breach which is plainly established was a failure to maintain, under clause 5(c). I am also satisfied that there was a failure to occupy pursuant to clause 5(b).

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In those circumstances I have no difficulty in ordering as per the draft initialled by me, which I now do.
