

BETWEEN UNION HOUSE LIMITED and UNION
HOUSE LEASE LIMITED
Applicant

AND AUCKLAND CITY COUNCIL
Respondent

Hearing: 15 December 2004

Court: Blanchard and Tipping JJ

Counsel: R B Stewart QC for Applicant
R J Asher QC and N Hall for Respondent

Date of Minute: 15 December 2004

MINUTE OF THE COURT

[1] The leave applications of both parties are granted.

[2] The approved grounds for the appeal and the cross-appeal will be as follows:

A Did the existence of the confidentiality clause in the contract between Union Steamship and the Auckland City Council mean by necessary implication that the contract was not assignable without the consent of the Council either:

- (i) absolutely, or
- (ii) if it could not be done without breach of the confidentiality clause?

B If the answer to question A is “yes” and there was a breach of the implied provision, does it follow that the assignment was ineffective?

C Should the Court of Appeal properly have found on the material before it that there was a breach of the confidentiality clause (by disclosure) by Union Steamship?

[3] Issues A(i) and C are raised by the cross-appeal.

[4] The appellant must pay security for costs in the sum of \$7,500.00.

Solicitors:

Knight Coldicutt, Auckland for Applicant

Simpson Grierson, Auckland for Respondent