

asked to give reasons refused to give any reasons. We must not be taken as laying down as a universal rule that a Judge is bound upon request to give reasons for his decision. A case may turn entirely upon a finding in relation to a single and simple question of fact, or be so conducted that the reason or reasons for the decision is or are obvious to any intelligent person; or a claim or defence may be presented in so muddled a manner that it would be a waste of public time to give reasons; and there may be other cases where reasons are not necessary or even desirable. But in many cases, of which this was one, we agree with Irvine, C.J., in *Donovan v. Edwards*, (1922) V.L.R. 87, 28 A.L.R. 51, that a judicial officer should state the facts he finds and the reasons for his decision. Such a statement is desirable for the information of the parties, and in order to afford assistance to the Court of Appeal in the event of there being an appeal. See also *Ellis v. Hartley*, 7 A.L.R. 125, 27 V.L.R. 31; and *In re Mercedon*, 7 C.D. 184 at p. 187.

This was a case where the decision given might possibly be justified on more grounds than one, and it is not always easy for a Court of Appeal to say whether it agrees with or differs from a baldly stated decision of a primary Judge. The reasons could have been stated very shortly, probably in twenty words, and the statement of them would probably have taken less time than was taken by the request for and refusal to state them.

The matter in dispute involved questions as to the Statute of Limitations and of an alleged acknowledgment by part payment resulting from the supply of goods within the statutory period, and involved questions both of law and of fact, and the fact that judgment was reserved shows that the case raised a question or questions of some difficulty. If a short statement of reasons had been given it certainly would have saved the time of the Full Court in having to go at length through the evidence and to consider what questions of law might have arisen. The Full Court should not have been put in the position of having to take a longer time than was necessary or of having to adjourn the case for the purpose of asking the Judge to give his reasons.

Counsel for appellant alleged that there were in this case special circumstances rendering it desirable, if not necessary, that reasons should have been given; but we have disregarded these alleged circumstances, and, for the purpose of our remarks, have confined ourselves to the facts appearing by the Appeal Book to have been before the County Court.

Appeal dismissed, with costs.

Appeal dismissed.

[Solicitors—For the appellant, G. A. Hilford; for the respondent, A. Robinson and Co.] S. K. H.

High Court of Australia.

FULL COURT—Gavan Duffy, C.J.,
Rich, Starke, Evatt and
McTiernan, JJ.)
(Melbourne and Sydney.)

March 11,
April 7.

ANDERSON, Plaintiff Appellant v. THE COMMONWEALTH, Defendant Respondent.

*Practice—Validity of agreement by Commonwealth—
Declaration—Sufficiency of interest of private citizen
to challenge power of Commonwealth.*

A member of the public as such has not a sufficient interest to entitle him to maintain an action for a declaration of the invalidity of, or for an injunction to restrain the Commonwealth from carrying out the agreement between the Commonwealth and the State of Queensland, known as the Sugar Agreement.

Decision of Dixon, J., affirmed.

APPEAL from Dixon, J.

The plaintiff, C. F. B. Anderson, was a resident of the State of Victoria. In April, 1931, he issued the writ of summons in this action, claiming an injunction to restrain the Commonwealth, its servants and agents (1) from signing, renewing, or completing any agreement with the State of Queensland known as the Sugar Agreement, restraining trade and commerce between the States and with foreign countries in sugar; and (2) from signing, executing and completing an agreement giving preference to one State or any part thereof over another State or any part thereof.

The Commonwealth took out a summons, asking that the action be stayed, on the grounds that there was no reasonable or probable cause of action, and that the action was vexatious and oppressive. The summons came on for hearing on the 3rd June, 1931, before Dixon, J., who ordered that a Statement of Claim be filed. On the 16th June, 1931, the plaintiff filed his Statement of Claim. This alleged that the plaintiff was a member of the public, and that the Commonwealth proposed to execute or had executed an agreement with the State of Queensland restricting the importation of sugar into the Commonwealth. It then set out various grounds on which it was alleged that the agreement was unconstitutional, and claimed an injunction restraining the Commonwealth, its servants and agents, from signing, renewing, executing, completing, or carrying out the agreement, and if the agreement had been signed a declaration that it was illegal and invalid, and an order that it be cancelled and set aside. Meanwhile an agreement which (*inter alia*) provided for the prohibition of the importation of sugar into the Commonwealth, and for the fixation of the price of sugar, was executed on behalf of the Commonwealth, and on behalf of the State of Queensland, on the 1st June, 1931.

UNION TRUSTEE CO. v. GREATER MELBOURNE REALTY CO.

The summons already mentioned was again brought on before Dixon, J., on the 31st August, when His Honour dismissed the action.

The plaintiff appealed.

The Appellant in person.—I have a sufficient interest—*Eastern Trust Company v. McKenzie, Mann and Co.*, (1915) A.C. 750; *Duke of Bedford v. Ellis*, (1901) A.C. 1; *In re Chamberlain*, (1921) 2 Ch. 548.

Irvine for the Commonwealth respondent. [STARKE, J., referred to *Attorney-General for New South Wales v. Brewery Employees' Union*, (1908) 14 A.L.R. 565, 6 C.L.R. 469.]

Cur. adv. vult.

The following judgments were given:—

GAVAN DUFFY, C.J., STARKE and EVATT, JJ.—This was an action claiming a declaration that an agreement in writing, made between the Commonwealth and the Queensland Governments, and known as the Sugar Agreement, is illegal and invalid.

Our brother Dixon held that the plaintiff had no such interest as entitles him to maintain the action, and he accordingly dismissed it.

We feel no doubt that this judgment was right. The substance of the agreement is that the Government of the Commonwealth prohibits the importation of sugar, with certain exceptions, until the 31st August, 1936, whilst the Government of Queensland acquires the raw sugar grown in Queensland and New South Wales during the seasons 1931-32 to 1935-36 inclusive at prices ascertained in accordance with the complicated provisions of the agreement. The plaintiff contends that the agreement enormously increases the cost of sugar to himself and other consumers in Australia, and there is no doubt that his contention is true. The plaintiff is no party to the agreement, and founds his action upon an allegation of lack of authority on the part of the Commonwealth to make any such agreement or to prohibit the importation of sugar. But the agreement made by the Commonwealth, and its prohibition, affect the public generally, and the plaintiff has no interest in the subject-matter beyond that of any other member of the public: he has no private or special interest in it. Great evils would arise if every member of the Commonwealth could attack the validity of the acts of the Commonwealth whenever he thought fit; and it is clear in law that the right of an individual to bring such an action does not exist unless he establishes that he is "more particularly affected than 'other people'"—see *Brice on Ultra Vires* (2nd ed.). The public is not or should not be without remedy, for the Attorney-General of the Commonwealth, or of any of the States sufficiently interested, might take proceedings necessary to protect their rights and interests—see *The Union Label Case, Attorney-General for New South Wales v. Brewery Employees' Union*, (1908) 14 A.L.R. 565, 6 C.L.R. 469.

RICH and McTIERNAN, JJ.—The plaintiff complained in his Statement of Claim that the defendant Commonwealth had entered into an agreement with the State of Queensland which relates to the production, manufacture and disposal of sugar, and that it was beyond the power of the Commonwealth to do so. He founds his right to complain upon the allegation that he is a member of the public. It is, perhaps, not ungenerous to understand this as meaning that he is a natural born subject of the King, resident in Australia, who pays taxes and consumes sugar. Dixon, J., considered that the plaintiff disclosed no title to maintain a suit for any relief in respect of the agreement, and exercised the jurisdiction to dismiss the action *brevi manu*. It is quite clear that His Honour's view was right. For the Executive Government to make an agreement with a State cannot be an invasion of any legal right of a citizen as such and cannot infringe upon any legal interest which he has in virtue of his citizenship only. In the United States taxpayers have been denied the privilege of challenging the constitutionality of the appropriation of moneys by Congress—*Massachusetts v. Mellon*, *Frothingham v. Mellon*, (1923) 262 U.S. 447 at pp. 486-488.

The appeal should be dismissed.

Appeal dismissed.

[Solicitor for the Commonwealth, W. H. Sharwood.]
E. H. C.

FULL COURT—(Gavan Duffy, C.J.,
Starke, Dixon, Evatt and
McTiernan, JJ.) } March 3,
April 7.
(Melbourne and Sydney.)

**UNION TRUSTEE COMPANY OF AUSTRALIA
LIMITED, Appellant v.
GREATER MELBOURNE REALTY CO.
PTY. LTD. and Another, Respondents.**

*Company—Shareholder — Liability in respect of calls
overdue—Insolvent shareholder — Settlement of lia-
bility with the company — Shares surrendered—
Purchase of shares by company—Validity.*

The holder of 1500 £1 shares in a company, on which 5s. per share had been paid, and on which a call of a further 2s. 6d. per share had been made but not paid, being unable to pay his debts as they fell due, agreed with the company that the money already paid should be applied towards payment in full of 750 shares, that he should pay a further amount sufficient to pay those 750 shares in full, and should refund to the company £75, being 10 per cent. commission on the other 750 shares, and that thereupon those other 750 shares should be cancelled.

The shareholder having died and the company having gone into liquidation, the shareholder's executor was put on the list of contributories in respect of the 750 cancelled shares.