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#### Previous experience

January 2003–March 2005

Baker & McKenzie, Sydney

November 1998–December 2002

Freshfields Bruckhaus Deringer (now  
Freshfields), London

April 1995 –September 1998

Freshfields Bruckhaus (now Freshfields),  
Moscow

March 1992 –February 1995

Freehill Hollingdale & Page (now Herbert  
Smith Freehills Kramer), Melbourne

## Leo Gor

Called to the NSW Bar: May 2005

Admitted as a Solicitor: March 1992

Entitled to Practice in all Australian Jurisdictions

#### Practice Areas

- Building & Construction
- Commercial
- Corporations
- Equity
- Insolvency
- Insurance / Reinsurance
- Partnership
- Property
- Public / Administrative

Leo is regularly briefed, led and unled, across a number of superior court jurisdictions. Leo's capital markets and economics grounding enables him to quickly understand the commercial issues at the heart of each dispute. His broad experience both at the Bar and at pre-eminent commercial litigation firms means that he understands the need for a timely, focused, commercial and a proactive approach in each matter.

#### Qualifications and Awards

- LL.B. Honours (Monash Uni): 1991
- B.Ec. (Monash Uni): 1989
- Joint Brian Benjamin Prize winner in Equity and Trusts (1988)

#### Selected Cases

##### Corporations

- ***Ingot Capital Investments Pty Ltd v Macquarie Equity Capital Market Ltd*** (2008) 73 NSWLR 653  
**Overview:** Corporate capital raising – Director's duties – Common law duties of advisors
- ***Ingot Capital Investments Pty Ltd v Macquarie Equity Capital Markets (No 6)*** (2007) 63 ACSR 1  
**Overview:** Corporate capital raising – Director's duties – Common law duties of advisors
- ***Australian Securities and Investments Commission (ASIC) v Krecichwost*** (2007) 213 FLR 314, led by M Ashhurst SC  
**Overview:** Financial services
- ***HP Mercantile Pty Ltd, Re; Tumut River Orchard Management (in liq)*** (2009) 76 ACSR 277



## Insurance & Reinsurance

- **Todd v Alterra at Lloyds Ltd** (2016) 239 FCR 12, led by R McHugh SC  
**Overview:** Coverage for third party financial services claims - Insolvency
- **New Cap Reinsurance Corp Ltd v Daya** (2008) 216 FLR 126  
**Overview:** Coverage - Director's liabilities

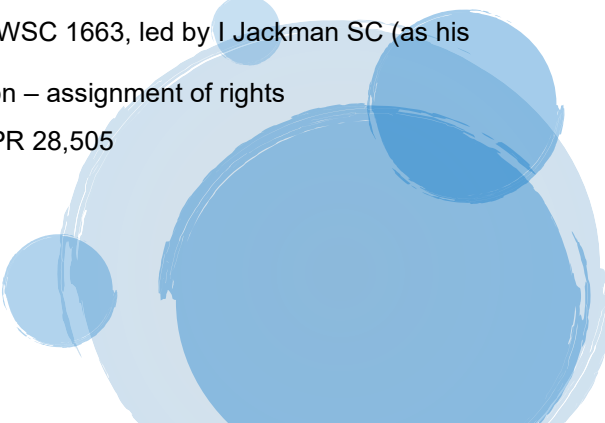
## Equity

- **Australian Financial Services and Leasing Pty Ltd v Hills Industries Ltd** (2014) 253 CLR 560, led by B W Walker SC  
**Overview:** Unjust enrichment - Change of position defence - Restitution
- **Hills Industries Ltd v Australian Financial Services & Leasing Pty Ltd; Australian Financial Services & Leasing Pty Ltd v Bosch Security Systems Pty Ltd** (2012) 295 ALR 147  
**Overview:** Unjust enrichment - Change of position defence - Restitution
- **Australian Financial Services & Leasing Pty Ltd v Hills Industries Ltd** [2011] NSWSC 267  
**Overview:** Unjust enrichment - Mistake - Change of position defence
- **O'Connor v O'Connor** [2018] NSWCA 214, led by E A Cheeseman SC (as her Honour then was)  
**Overview:** Breach of fiduciary and director duties in closely held company

## Public/Administrative

- **Agricultural Societies Council of NSW v Christie** (2016) 340 ALR 560  
**Overview:** Public law - Apprehended bias - Fairness - Remedies
- **Rahman v Commissioner of Taxation** [2017] FCA 1128  
**Overview:** Judicial review - Scope to re-open and review administrative decisions

## Property

- **Sentinel Orange Homemaker Pty Ltd v Davis Investment Group Holdings Pty Ltd (in liq)** (2021) 20 BPR 41,497; [2021] NSWSC 550  
**Overview:** Contract interpretation – validity of termination – meaning of ‘reasonable endeavors’
  - **DPG Project 33 Pty Ltd v Aqualand Chatswood 3 Pty Ltd** [2020] NSWSC 1663, led by I Jackman SC (as his Honour then was)  
**Overview:** Options – contract interpretation – effective exercise of option – assignment of rights
  - **Allen Taylor & Co Pty Ltd t/as Boral Timber v Harrison** (2010) 15 BPR 28,505  
**Overview:** Caveats – nature of caveatable interest
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**Overview:** Managed investment schemes – Insolvency

- **Re Bonheur Holdings Pty Ltd** (2019) 141 ACSR 409; [2019] NSWSC 1434

**Overview:** Statutory demands – Insolvency – Meaning of genuine dispute as to liability – Defects in statutory demand leading to substantial injustice

- ***Singh v Walk Pty Ltd*** (2015) 18 BPR 35,145  
Overview: Real property - Deposit - Forfeiture
- ***Cuzeno Pty Ltd v Owners - Strata Plan 65870*** [2013] NSWSC 1385  
Overview: Real property - Easements - Creation - Necessity for effective use
- ***St George Bank (A Division of Westpac Banking Corporation) v Zhang*** [2013] NSWSC 1418  
Overview: Mortgage – Subdivision of land and impact on security
- ***St George Bank (A Division of Westpac Banking Corporation) v Zhang (No 2)*** [2013] NSWSC 1455  
Overview: Subdivision of land and impact on security
- ***Tran v Perpetual Trustees Victoria Ltd*** [2012] NSWSC 1560  
Overview: Banking and finance - Borrowings - Fraud - Charges to loan account – *Contracts Review Act* and scope of remedies

### Building & Construction

- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** [2024] NSWCA 7  
Overview: *Security of Payment* – adjudicator’s decision far removed from parties’ contentions jurisdictional error – procedural fairness – reasonable anticipation of basis of decision and submissions about same
- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** (2023) 112 NSWLR 225, led by F Hicks SC  
Overview: *Security of Payment* – jurisdictional error – adjudicator’s obligation to investigate merits – adjudicator’s right to payment where only part of adjudication subject to jurisdictional error - setting aside as to part and confirmation of the balance
- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** [2023] NSWCA 144, led by F Hicks SC  
Overview: *Security of Payment* – jurisdictional error – payment in pending final hearing – principal not entitled to investigation builder’s financial solvency through document production
- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** [2023] NSWSC 401, led by F Hicks SC  
Overview: *Security of Payment* – jurisdictional error – essential requirements of statute – procedural fairness obligation to consider submissions duly made - severance under s. 32A
- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** [2023] NSWSC 239, led by F Hicks SC  
Overview: *Security of Payment* – jurisdictional error – severance and setting aside of adjudications decisions where there is jurisdictional error and confirmation of the balance
- ***Ceeroose Pty Ltd v A-Civil Aust. Pty Ltd*** [2022] NSWSC 1487  
Overview: *Security of Payment* – interim injunction – payment out of adjudication moneys paid in pending final hearing
- ***Iridium Developments Pty Ltd v A-Civil Aust. Pty Ltd*** [2021] NSWSC 1601  
Overview: *Security of Payment* – what is a jurisdictional error – whether s. 13(4)(b) is a jurisdictional fact
- ***EQ Constructions Pty Ltd v A-Civil Aust. Pty Ltd*** [2021] NSWSC 1604  
Overview: *Security of Payment* – what is a jurisdictional error – whether s. 13(4)(b) is a jurisdictional fact
- ***Duynstee v Dickens and Dickens t/as NRJ Irrigation Systems*** [2009] NSWSC 292  
Overview: Building contracts – Progress claim – Validity
- ***Gibson (NSW Fair Trading ) v Graham*** [2013] NSWSC 1909  
Overview: Unlicensed building work
- ***Owners - Strata Plan No 84741 v Nazero Constructions Pty Ltd*** [2016] NSWSC 832  
Overview: Contract - Terms and conditions - Deed of release

## Partnership

- **Comlin Holdings Pty Ltd v Metlej Developments Pty Ltd** [2018] NSWSC 761, led by Newlinds SC (as his Honour then was)  
**Overview:** Partnerships and joint ventures - Agreement to purchase and develop – Abandonment – Laches - Limitations Act defences
- **Comlin Holdings Pty Ltd v Metlej Developments Pty Ltd** [2019] NSWCA 62, led by J Stoljar SC  
**Overview:** Judges - Recusal - Apprehended bias
- **Comlin Holdings Pty Ltd v Metlej Developments Pty Ltd** (2019) 99 NSWLR 447, led by J Stoljar SC  
**Overview:** Evidence - Further evidence on appeal
- **Comlin Holdings Pty Ltd v Metlej Developments Pty Ltd (no. 3)** [2019] NSWCA 214, led by J Stoljar SC  
**Overview:** Partnership – Existence

## Insolvency

- **Re Meglo-Yowrie Flat Units Pty Ltd** [2023] NSWSC 1634  
**Overview:** Circumstances in which it is appropriate to wind up company where sole asset is real property in which shareholders reside – oppression of minority – registration of shareholding where purchase in breach of constitution
- **Sentinel Orange Homemaker Pty Ltd v Bailey, Davis Investment Group Holdings Pty Ltd (in liq) (No 2)** [2022] FCA 1200  
**Overview:** External administration – challenge to liquidator’s decision of market value – best evidence of valuation of realty
- **Primavera v Bakos** [2018] NSWSC 142  
**Overview:** Deed of settlement with liquidator - Retroactive approval
- **LB Schofields One Pty Ltd v Trevet Property Pty Ltd** [2015] FCA 1416  
**Overview:** Statutory demands - Setting aside
- **Accord Pacific Holdings Pty Ltd v Gleeson as Liquidator of Accord Pacific Land Pty Ltd (in liq)** [2011] NSWSC 1021, led by M Aldridge SC (as his Honour then was)  
**Overview:** Liquidators - Removal - Bias
- **HP Mercantile Pty Ltd v Crouch, Re; Tumut River Orchard Management Ltd (in liq)** [2009] FCA 1492  
**Overview:** Examination of persons - Abuse of process - Production of documents

## Commercial

- **Illawarra Community Housing Trust Ltd v MP Park Lane Pty Ltd** [2020] NSWSC 751, led by I Jackman SC (as his Honour then was)  
**Overview:** Contract - expert determination – interpretation – whether void for uncertainty
- **Arcaba v K & K Real Estate Pty Ltd** [2016] NSWSC 1793  
**Overview:** Contract - Oral - Formation
- **Consulting Pty Ltd v JPD Media and Design Pty Ltd t/a Durie Design** [2017] NSWSC 1171, led by L Einstein  
**Overview:** Contract - Oral and written agreement - Termination
- **Curnow Consulting Pty Ltd v JPD Media and Design Pty Ltd t/a Durie Design (No 2)** [2018] NSWSC 28  
**Overview:** Contract - Wrongful termination - Damages
- **Palin v Vetterli** [2013] NSWSC 893  
**Overview:** Contract – Misrepresentation – Setting aside
- **QLD Holdings - 1 Pty Ltd v Collingwood Holdings Pty Ltd** [2009] NSWSC 732  
**Overview:** Contract - Incompleteness

