

Fitzgerald v Masters (1956) 95 CLR 420

<http://lawcasesummaries.com/knowledge-base/fitzgerald-v-masters-1956-95-clr-420/>

Facts

- A contract is entered into, where Masters will help Fitzgerald with a property, which will become Master's once he pays the amount in full.
- One conversation between the parties he said "one day you will own everything here."
- He does not really fulfil this right, and leaves the farm. It is not really spoken of for some 10 years, except he offers to pay basically the outstanding amount but Fitzgerald asks him not to
- Fitzgerald dies, and Masters wants his share

Held

- *Dixon CJ and Fullager J*: The conversation of the parties when Masters left established that he abandoned the business partnership
- However this does not negate the equitable interest in the land, necessarily
- When a contract has been left for an "inordinate" amount of time, it is abandoned when it is a contract for services
- However in the present case, Masters had obtained an equitable interest in the property
- Equity is therefore possible as rights were not abandoned
- Masters gets around the 'ready and willing to pay' specification because Fitzgerald told him to stop paying
- *McTiernan, Webb & Taylor JJ*: As above, basically

Law case summary from www.lawcasesummaries.com