



2023 UQ UNJUST ENRICHMENT MOOT

CAMDEN v ROEBUCK CITY COUNCIL

BRISBANE, AUSTRALIA

AUGUST 27TH – 31ST

Organised by the University of Queensland Law Society

IN THE HIGH COURT OF AUSTRALIA

BETWEEN:

CAMDEN

Appellant

and

ROEBUCK CITY COUNCIL

Respondent

SUMMARY OF AGREED FACTS

The following facts occurred in Queensland.

1. Camden is an experienced solicitor and a resident of the Roebuck City Council (RCC) local government area. He is one of 500 such residents who occupy dwellings that abut upon a rare and beautiful bushland reserve, 'Utopia Lakes'. Utopia Lakes is Crown land within the Roebuck City Council Area. Camden is the sole legal owner of the property in which he resides, 'Pleasantview'.
2. On 1st January 2022, RCC held its annual budget meeting and passed a resolution to levy special rates charges upon all 500 Utopia Lakes residents for the purpose of carrying out drainage works (\$500,000) to enhance the environmental status of the reserve and mitigate future flooding risk. Camden expressed strong objection to the resolution at the meeting, protesting that it constituted a waste of money, was unaffordable for residents, and was 'completely unlawful.'
3. In February 2022, RCC issued rates notices to all Utopia Lakes residents that included a discrete demand for a 'special charge' of \$1000, in accordance with the terms of the January resolution. Camden paid this sum to the RCC general rates account on 10th February, maintaining his protest at its unlawfulness. When quizzed by his wife Shirley as to why he had done so, he replied that whilst he was 'almost certain' that it had no lawful basis, 'it is always impossible to be one hundred per cent sure – there is little point in trying to push back against government about these things. They always get their money one way or another and the RCC, I can tell you from experience, is a ruthless litigator. Sometimes it is easier in the short term simply to pay up.'

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4. Between March and July 2022, RCC expended \$300,000 from the general rates account on the drainage works. On 4th July it then acknowledged, having received detailed legal advice, that the resolution of the 1st of January was invalid because it had not complied with the strict requirements of the Regulation under which it was issued, the (fictional) Local Council Rates (Exceptional Expenditures) Regulation (Qld), Reg 14.3. The invalidity of the resolution in turn meant that the rates notice issued in February gave rise to no legal obligation upon any resident to pay the special charge.
 5. RCC refunded \$400 to Camden but refused to refund the rest of the special charge on the basis that it had already been spent for his benefit and the benefit of other Utopia Lakes residents.
 6. Pleasantview increased in value by \$40,000 between January and July 2022 as a direct result of the drainage works, which had the effect of reducing market concerns about environmental flooding risk in the area.
 7. On 1st October 2022, Camden filed a representative proceeding in the Queensland Supreme Court under the *Civil Proceedings Act 2011* (Qld) on behalf of himself and other Utopia Lakes residents, seeking restitution of the balance of his payment in an action for money had and received on the pleaded grounds that (i) there was no lawful authority for the special charge, which was demanded *ultra vires*;¹ or (ii) the charge was obtained *colore officii* under improper governmental pressure.² RCC claimed, by way of defence, that (i) the payment was a voluntary one made by way of submission to an honest claim;³ and/or (ii) restitution of the payment would result in the unjust enrichment of Camden, good consideration for the payment having been given in the form of the drainage works, the value of which exceeded the value of the payments received by RCC.
 8. On 10th December 2022, Instance J issued orders to the following effect:
 - (a) RCC was prima facie liable to make restitution to Ramsden (and all other residents) of the balance of the special charge (\$600);⁴

¹ *Woolwich Equitable Building Society v Inland Revenue Commissioners* [1993] AC 70 (HL).

² *Mason v New South Wales* (1959) 102 CLR 108.

³ *Barclays Bank v Simms Ltd v WJ Simms, Son & Cooke Ltd* [1980] QB 677, 695 (Goff J); *David Securities Pty Ltd v Commonwealth Bank of Australia* (1992) 175 CLR 353; 373 (Mason CJ, Deane, Toohey, Gaudron and McHugh JJ); *Old Alumina v Alinta DQP Pty Ltd* [2007] QCA 387.

⁴ Instance J applied *Woolwich Equitable Building Society v Inland Revenue Commissioners* [1993] AC 70 (HL).

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- (b) RCC was not prima facie liable to make restitution on the ground that it had been demanded *colore officii*, since no express or implied threat had accompanied the demand; and
- (c) no defence of voluntary submission to an honest claim applied on the facts; but
- (d) having given good consideration for the payment, RCC had a full defence to the claim.
9. Camden appealed to the Queensland Court of Appeal. RCC cross-appealed. On 4th March 2023, the Court of Appeal dismissed both the appeal and the cross-appeal, agreeing entirely with the reasons of Instance J. Special leave has been given to appeal to the High Court of Australia on the following questions:
- (a) Whether *Woolwich Equitable Building Society v Inland Revenue Commissioners* [1993] AC 70 (HL) forms part of Australian law, such that RCC is prima facie obliged at common law to make restitution of any special charge paid which it had no lawful public authority to demand?
- (b) Whether a restitutionary claim for money demanded *colore officii* is available in the absence of an unlawful threat, and whether such a threat existed on the facts?
- (c) Whether RCC has a total defence of voluntary submission to an honest claim?
- (d) Whether RCC has a total defence of good consideration?

NOTES

1. You are to assume that there is no statutory refund regime in operation that limits or excludes any right of Ramsden or other residents to recover at common law.
2. You are to assume that Ramsden has appropriate standing to bring a class action proceeding under the *Civil Proceedings Act 2011* (Qld). You are not required to address any aspect of this legislation.

CLARIFICATIONS

The parties further agree that:

1. All references to 'Ramsden' in the facts should be taken as references to 'Camden'.
2. The rates notice in paragraph 3 did not detail any consequences of non-compliance with the demand for the special charge.
3. All properties within the Roebuck City Council increased in line with the increase in value to Pleasantview as a direct result of the drainage works.

Where the statement of agreed facts is silent on a particular issue, this can only be taken as reflecting the absence of an agreement between the parties.