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Toward more efficient construction dispute resolution – *JE Lunn*

The implementation of a “normal” dispute resolution process agreed to at the time of contracting is often more formal, lengthy, cumbersome and costly than is wanted by any of the parties at the time when a dispute needs to be resolved. What follows are three methods by which the traditional arrangements and procedures may be modified to save time and money, and, possibly, to improve focus on and quality of the result. 241

The benefits of clauses that liquidate, stipulate, pre estimate or agree damages – *Richard Manly SC*

This article considers the benefits that a liquidated damages clause can provide to contracting parties from practical, commercial and economics perspectives. It also reviews some of the case law and academic commentary that recognises these benefits. 246

What constitutes world’s best practice for dispute avoidance in standard form contracts? – *Thomas Denehy* and *Paula Gerber*

This article provides a timely comparative study of dispute avoidance procedures (DAPs) in use around the world to determine what constitutes world’s best practice when it comes to the prevention and management of construction disputes. Notwithstanding the increased use of DAPs in other jurisdictions, and the documented success of these processes, the Australian construction industry has yet to embrace DAPs in any standard form contract. This article examines the use of DAPs at the international level in order to identify the most effective contractual provisions for dispute avoidance, and concludes with some recommendations as to how the Australian construction industry should move forward. 266

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