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Storm in a Tabcorp – *Kelvin Keane*

The assessment of the measure of damages for building defects travelled on a relatively unspectacular path since the seminal judgement of <i>Bellgrove v Eldridge</i> . The decision of <i>Ruxley v Forsyth</i> was thought to inject some fresh impetus by broadening the award of diminution value damages. This expansion, however, hit a brick wall in the <i>Tabcorp</i> case where the High Court reaffirmed the ruling principle of contract expectation. The court stated that it was to be “fairly exceptional” that the reasonableness of damages was displaced and only after a test of unreasonableness was satisfied. An examination of post- <i>Tabcorp</i> decisions provides some guidance on the position of the courts and building tribunals to the present time.	4
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