

# BUILDING AND CONSTRUCTION LAW JOURNAL

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## EDITORIAL

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## ARTICLES

**Good faith, unconscionability, reasonableness – what on earth do they have to do with construction law?** – *Tómas Kennedy-Grant QC*

Adapted from a speech presented to the 2012 International Construction Law Conference, this article discusses the concepts of good faith, unconscionability and reasonableness and how they apply to the various stages of the construction process. .... 4

**Party and party costs or solicitor and client costs** – *Adrian Bellemore*

It is well known that in many cases the costs and expenses incurred by a party to the action may exceed the amount that is the subject of the action. There, in a number of cases, the successful party, who is entitled to receive only party and party costs, is left out of pocket. The desire of the party, who is the beneficiary of a costs order, is that the costs ordered to be paid by the other party be on a solicitor and client basis or, preferably, on an indemnity basis. Even where the order is for the payment of costs on a solicitor and client basis, there is no certainty that when taxed, it will cover all of the money that the benefiting party may have paid. .... 16

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