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ARTICLES

Re-assessment of QCAT’S hybrid hearing and arb-med-arb under s 27D of the Commercial Arbitration Act – *Bobette Wolski*

This article examines two developments in dispute resolution practice in Queensland, the “hybrid hearing” established by the Queensland Civil and Administrative Tribunal (QCAT) and the procedure contemplated by s 27D of the Commercial Arbitration Act 2013 (Qld). In each case, elements of adjudication and mediation have been combined to form a “hybrid” procedure which, if taken through to its conclusion, results in a process known as “arb-med-arb”. Critics of these provisions argue that the resulting process may be a whole which is less than the sum of its parts. In particular, it is claimed that mediation may be compromised. The author is one such critic. In this article, the author reassesses QCAT’s hybrid hearing and the arb-med-arb procedure envisaged by s 27D of the Commercial Arbitration Act using principles of dispute systems design, as well as those derived from research on procedural justice. The author concludes that there may be reason for optimism about these processes. 156

Awarding security for costs: Is an indemnity in a defendant’s favour relevant? – *Petria Comino*

The basic principle that poverty is no bar to a litigant is well established. It is, however, always balanced against any abuse of process in order to preclude plaintiffs litigating without responsibility. The power to order security for costs is both an inherent and statutory power. The purpose of the power is to protect a defendant in whose favour the court makes an order for costs from having that order wholly frustrated by a plaintiff’s inability to satisfy it. The courts are slow to permit a situation to arise where a party’s victory is pyrrhic. The New South Wales courts have recently had occasion to consider the position of an indemnified defendant in the context of an application for security for costs.

Before examining the courts' analysis of the relevance of an indemnity in this context, this article seeks to provide an overview of the power to order security for costs, and the way in which the law has developed through the courts' categorising the types of cases in which security for costs orders may be made.	171
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