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ARTICLES

Comparison of the Law Concerning Implied Terms of Good Faith in Australia and in England – *Lara Jane Piercy*

There is uncertainty as to whether an implied term of good faith exists in Australian contract law. Similarly, there is uncertainty in Australia as to the scope and meaning of good faith. While intermediate courts in Australia have held that a duty to act in good faith may be implied into a contract, the High Court of Australia has yet to authoritatively determine whether an implied term of good faith exists in Australian contract law. The High Court has indicated on two recent occasions that it was not, in the circumstances, appropriate to determine whether a duty of good faith is implied into all contracts in Australia. English Courts have confirmed that there is no general doctrine of good faith in English contract law. However numerous recent cases have indicated that, in certain circumstances, English Courts will recognise an implied duty of good faith in contracts. 163

Exceptions to the “Inglis Price”: In Practice – *Katja Levy and Richard Douglas*

The general rule in *Inglis* applies when a mortgagor seeks to restrain the exercise of rights by a mortgagee under a security instrument. The rule requires payment of the amount claimed as due by the mortgagee – either to the mortgagee or into court. The rule is not absolute and there are a number of recognised exceptions. This article will consider four well-established exceptions and a recent decision of the Western Australian Court of Appeal about the rule in the context of an application for interlocutory injunction. 175

Caution: Tweet at Your Own Risk – Social Media and the Australian Legal Profession – *Marilyn Bromberg and Andrew Ekert*

Australian legal institutions have taken action to inform lawyers of their ethical duties regarding social media. In particular, many have created brief guidelines that address important issues in this area. This article examines three areas in which the guidelines are lacking: online behavioural targeting advertising; unqualified persons misrepresenting themselves as lawyers; and unintended retainers. It argues that changes to the guidelines are necessary to try to prevent ethical misconduct from occurring. 183

CASE NOTES – *Editor: Louise Beange*

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CORRIGENDA

Please note three errors in the section, Court Watch by Dr Bernard Cairns entitled “Abuse of Process” published in Volume 6 No 3, p 101 of this Journal.

- footnote 33 should read: *Melbourne City Investments Pty Ltd v Treasury Wine Estates Ltd* [2014] VSC 340, [29].
- footnote 34 should read: *Melbourne City Investments Pty Ltd v Treasury Wine Estates Ltd* [2014] VSC 340, [33].
- footnote 36 should be: *Treasury Wine Estates Ltd v Melbourne City Investments Pty Ltd* (2014) 45 VR 585, [67]–[70]. The High Court dismissed an application for special leave to appeal: *Melbourne City Investments Pty Ltd v Treasury Wine Estates Ltd* [2015] HCA Trans 116.