

BUILDING AND CONSTRUCTION LAW JOURNAL

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ARTICLES

THE ASSESSMENT OF DAMAGES FOR BREACH OF CONTRACT FOR DEFECTIVE BUILDING WORK

Bryan Thomas

Defective building work is part and parcel of any construction project. Although the standard building contracts contain clauses for the rectification of defective building work (AS 2124-1992, cl 30.3 and 40.5; AS 4000-1997, cl 29.3 and 35 and PC-1 1998, cl 9.6, 9.7 and 9.11), they each maintain the owner's entitlement to damages at common law for breach of contract for defective work.....230

A REQUIREMENT OF GOOD FAITH IN CONSTRUCTION CONTRACTS?

Adam Wallwork

Professors Carter and Stewart in their Journal of Contract Law article "Interpretation, Good Faith and the "True Meaning" of Contracts — The Royal Botanic Decision", contend that recognition of an implied requirement of good faith in the performance and enforcement of contracts is perhaps the most important unresolved issue in Australian contract law. In that article, the authors were particularly critical of the New South Wales Court of Appeal's decisions equating a requirement of good faith with an implied term of reasonableness. They argued forcefully that the imposition of an overriding objective standard of reasonableness into contracts risked altering bargains and potentially subsumed a number of other established legal principles.....257

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