

BUILDING AND CONSTRUCTION LAW JOURNAL

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EDITORIAL

John Dorter411

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DESIGNING AND ENFORCING LIQUIDATED DAMAGES CLAUSES TO MAXIMISE RECOVERY

Michael Hollingdale

Properly drafted liquidated damages clauses are extremely valuable. They provide good incentives to perform; reliable methods of dealing with anticipated losses on termination of contracts to finance the acquisition of goods; and provide a good bargaining tool in the compromise context, particularly when there is a need to reduce delay in performance.
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