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Deconstructing “constructive acceleration” – *David Trinder*

Over the last 40 years much has been written on the aspect of “time” in construction contracts. Such issues include: delay, disruption, extensions of time, liquidated damages, float, concurrent delay, time at large, notice provisions and of course the prevention principle. However, far less ink has been spilt on the issue of acceleration, or indeed the much rarer version of this being constructive acceleration. This doctrine of constructive acceleration is derived notably from the United States and has not been recognised in the common law of Australia, where at best this term of art provides for a legal convenience rather than a necessity. Does constructive acceleration exist in Australian construction contracting in 2012? 319

Encountering the unforeseen: Difficult ground conditions and the rights of a contractor – *Deniz Tas*

Unforeseen difficult ground conditions are commonly encountered during the life of a construction project. If the construction contract does not adequately provide a mechanism to deal with such circumstances, the contractor may incur considerable increases in its costs. It is therefore necessary to identify how a construction contract can be designed to deal with circumstances where unforeseen difficult ground conditions are encountered by the contractor and, where an appropriate mechanism is not provided in the contract, the recourse a contractor may have under the general law and statute to recover additional costs incurred as a consequence of difficult ground conditions. 330

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