

# BUILDING AND CONSTRUCTION LAW JOURNAL

Volume 33, Number 2

June 2017

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## ARTICLES

**Alliancing in Australia: Commercial Advantage at the Expense of Legal Certainty?** – *Andrew Stephenson and Brendan Molck*

Turning the traditional concepts of construction contracting on their head, alliancing seeks to harness the synergistic benefits of co-operation and collaboration between the project participants. Research suggests that alliancing can work, at least in a commercial sense, delivering improved time and cost outcomes. However, it comes with increased risk for the owner of a project in the event that the project encounters unforeseen difficulties or the efficiencies promised by co-operation and collaboration do not materialise. Whether, from an owner’s point of view, the increase in risk is justified – having regard to the potential advantages of enhanced co-operation and collaboration – is a difficult commercial question, which depends upon the type of project, the alternative contracting model, the previous relationship of the parties and the personalities of key management. .... 99

**Global Claim – Global Confusion?** – *Andrew D Archer*

The author discusses the development of global claims since the important Scottish decision in *John Doyle* over 12 years ago, in the context of two recent Australian decisions where global claims failed. The focus of the author’s attention is the concept of the total time/cost claim as developed in the US Court of Claims and, in particular, the possibility of apportionment of loss caused by concurrent events. The author’s main thesis is that the reliance in *John Doyle* on US authorities to develop the apportionment concept to apply to losses caused by concurrent events, as later developed in *City Inn*, was premised on a false logic ..... 111

## REPORT

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