

**UNDERSTANDING  
AUSTRALIAN  
CONSTRUCTION  
CONTRACTS**

Professor Ian H Bailey SC and  
Matthew Bell—Law Book Co,  
257 pp, \$74.95 incl. GST

John Twyford, ACLN Editor  
University of Technology,  
Sydney

The authors have for many years been closely involved with the teaching of the construction law program at the University of Melbourne. The innovative format of the book no doubt reflects their experience with the students in that institution. The book is essentially an exegesis of the four most commonly used forms of construction contract in Australia. The contracts dealt with are AS 2124-1992, AS 4000-1997, ABIC MW-1 2003 and PC-1 1998.

After a short introductory note, the chapter headings are the contractual issues common to all construction contracts, for example Chapter 23 'Extensions of time'.

Within each Chapter the relevant contract clauses are identified and paraphrased in clear language. This is followed by a table comparing the effect of the clauses and noting where a particular contract fails to deal with an issue. Finally, a list of further reading is added that gives references to the relevant texts, journal material and cases.

By way of example, Chapter 26, dealing with liquidated damages, refers to the potential of a liquidated damages clause to be a penalty, the *Peake* principle and the dangers posed by *Temloc v Erril*. In the discussion of the ABIC MW-1 2003 the authors tell us that the advantage gained for principals by a drafting error and enshrined in *Baese v. Bracken* has been perpetuated.

All of the recent case law on the topic is referred to including *Tasmania v Leighton Contractors* and *Ringrow v BP Australia*. The book includes a very comprehensive index.

The great strength of the book lies in the way in which each clause of the contract under consideration is explained. This is done in layman's language and is readily understandable.

The book will be indispensable to people making an academic study of construction contracts and contract administrators alike.

At another level the book would be a valuable tool in deciding what contract is appropriate for a project. How the choice is made will depend on who is making the choice—the information to facilitate the choice is there.