ALR 125 both in terms of the "qualitative" and "quantitative" nature of the contract under consideration.

His Honour followed the approach adopted by Rogers J. in *Qantas Airways Ltd v. Dillingham Corporation Ltd* (1985) 4 NSWLR 113 that the court "should be assiduous to ensure, where parties have contracted to submit themselves to arbitration, that the process should not be hindered or aborted by resort to legalisms and maneouvres".

His Honour concluded:

> "I reiterate for the purpose of emphasis that the Commercial Arbitration Act, providing as it does, an appropriate vehicle for the expeditious dispatch of building disputes, should not have its ambit foreshortened or its powers rendered impotent by the unnecessary invocation of the Fair Trading Act, proffered as a maneouvre to obtain alternative remedies not available under the initial arbitration agreement."

The owners also alleged that there were deficiences in the builder's notice of dispute. His Honour rejected this submission stating:

> "Notices under the Commercial Arbitration Act do not require the precision of pleadings. They are not documents of art, they require the parties to have brought before them the substance of the dispute".

His Honour stayed the court proceedings pending the handing down of the arbitrator's award.

APPLICATION TO REMOVE ARBITRATOR

SUPREME COURT OF VICTORIA: UNREPORTED

Brooking, J.
2 October, 1989

Stannard v. Sperway Constructions Pty Ltd

REMOVAL OF ARBITRATOR S.44 COMMERCIAL ARBITRATION ACT

SUPREME COURT OF VICTORIA: UNREPORTED

Brooking, J.
9 October, 1989

Korin v. McInnes