# EDITORIAL

**John Twyford**

The first edition of Robert Brooking's *Building Contracts* appeared in 1974. This was the first Australian textbook on the subject and from the date of publication, the work has provided a valuable guide to students and practitioners alike. The subsequent editions have built on the high standard of the original author's work. It is arguably the most accessible work on the subject. For that reason it is an honour for *ACLN* to publish the author's farewell address to the Law Council and Victorian Building Dispute Practitioner's Society. Justice Brooking QC's address, as readers will soon find, is charming and full of interesting recollection and anecdote. From this auspicious start readers will find much of interest in #85 *ACLN*. Richard Booth states clearly that in embarking on the preparation of a new suite of construction contracts the Royal Australian Institution of Architects sought to render the new documents user-friendly and allocate the risk inherent in the construction process in an equitable manner. He describes the rigorous investigation that was undertaken by the committee before embarking on its task. The result, three new documents: ABIC-1MW, ABIC SW-1 and ABIC-BW1. These contracts published in conjunction with Master Builders Australia are intended to replace the JCC and SBW series. Whilst the author considers the risk allocation mostly fair, there will be differing opinions on this matter. David Standen puts another point of view. He says in a thoughtful and scholarly article that the committee might not have attained its goal.

Joshua Wilson describes how the Victorian Court of Appeal has facilitated appeals against arbitrator's awards. He discusses in detail the decision in *Energy Brix Australia Corporation Pty Ltd v National Logistics Coordinators Pty Ltd*. The decision brings the Victorian law into line with that of NSW however it does not do much for the finality of arbitral awards.

Patrick Mead has brought us up to date on the difficult question of contract works insurance. What is more, the author's article contains a great deal of practical advice. It is clear that at the tendering stage a contractor must address the insurance provisions proposed by the principal for the transaction and do so with the advice of his/her solicitor and insurance broker. The same advice is applicable to principals when formulating the insurance requirements. The cost of the insurance in this regard (especially in the present insurance market) is something that will need to be taken into account in the tender price.

The article reproduced from Maddock's *Construction Update* describes the new Victorian security of payments legislation. The article continues with a useful comparison of the NSW, Queensland and South Australian law with that of Victoria. Public/Private partnerships are the flavour of the month. Angela Flannery, Amanda Luhrmann, Josh Marchant and Brianna Harrison explain how these arrangements work and point to some successes and failures with this form of infrastructure/operational procurement. Paula Gerber reminds us about the currently successful construction law degree at the University of Melbourne and a proposal for a similar degree at the National University of Singapore. The initiatives are to be welcomed as adding to the body of knowledge of construction law. The author has listed the subjects available for study in each course and one might respectfully suggest, in view of Patrick Mead's article in this issue of *ACLN*, the need for construction contract insurance clauses to be added to the list.

Phillip Davenport has in his usual lucid way explained the import of the decision of the NSW Court of Appeal in *Fyntray Constructions Pty Ltd v Hydraulic Services Pty Ltd*. The last two articles in this issue underline the extreme caution needed in terminating an employee's service and the ongoing complexity of native title issues.