

FROM THE EDITOR

Welcome to the 28th issue of BuildLaw® in which we draw on the experience and expertise of leading experts in the field to bring you commentary, articles and reviews on topical matters relating to construction law.

In this issue we feature natural justice and adjudications. We also look at representative defect claims and exclusion clauses, further amendments to the Arbitration Act, and the recent New Zealand Court of Appeal decisions in *Ebert Construction v Sansom & Anor* in which the Court found that payments made under a direct agreement by a financier to a builder are not voidable transactions and Torchlight which dealt with the application of the penalties doctrine under NSW law.

In 'Case in Brief' Jeremy Glover discusses the recent UK TCC decision in *Dawnus Construction Holdings Ltd v Marsh Life Ltd* [2017] in which Marsh claimed there had been a breach of natural justice in relation to corrections made under the slip rule.

I wish to take this opportunity to thank all our contributors. We are most grateful for the support we receive from dispute resolution professional, law firms, and publishers, locally and overseas, that allows us to share with you papers and articles of a world class standard, and to bring you a broad perspective on the law and evolving trends in the delivery and practice of domestic and international dispute resolution and construction law.

Contributions of articles, papers and commentary for future issues of BuildLaw® are always welcome. I do hope you find this issue interesting and useful. Please feel free to distribute BuildLaw® to your friends and colleagues – they are most welcome to contact us if they wish to receive our publications directly.

Warmest regards,



Editor and Director Building Disputes Tribunal



John Green

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