

Friday, 30 October 2015

Weekly Construction Law Review A Daily Bulletin listing Decisions of Superior Courts of Australia

 Follow @Benchmark_Legal

Search Engine

[Click here](#) to access our search engine facility to search legal issues, case names, courts and judges. Simply type in a keyword or phrase and all relevant cases that we have reported in Benchmark since its inception in June 2007 will be available with links to each case.

Executive Summary (1 minute read)

Frewin v Adecco Industrial Pty Ltd (NSWSC) - contract - determination of cross-claim - third defendant did not establish entitlement to be indemnified in regard to plaintiff's claim pursuant to agreement with first defendant

Ryan v Worthington (QCA) - building contract - administrative law - construction of clauses governing builder's entitlement to extension of time and right to terminate contract under s90 *Domestic Building Contracts Act 2000* (Qld) - appeal dismissed - matter remitted for determination

Summaries With Link (Five Minute Read)

Frewin v Adecco Industrial Pty Ltd [2015] NSWSC 1568

Supreme Court of New South Wales

Adamson J

Contract - plaintiff sued first defendant in the Supreme Court of the Australian Capital Territory - proceedings transferred to Supreme Court of New South Wales - plaintiff joined second and third defendants - second and third defendants cross-claimed against first defendant claiming an indemnity pursuant to an agreement between third defendant and first defendant - plaintiff's claim settled - remaining matter for determination was cross-claim - whether contract of indemnity remained in force and binding on first defendant after expiry of agreement - construction of agreement - post-expiry conduct - whether new agreement executed - held: third defendant did not establish any entitlement on cross-claim against first defendant to be



indemnified in respect of plaintiff's claim

[Frewin](#)

[From Benchmark Tuesday, 27 October 2015]

Ryan v Worthington [2015] QCA 201

Court of Appeal of Queensland

Morrison & Phillipides JJA; Flanagan J

Building contract - administrative law - respondent commenced proceedings against applicant in Queensland Civil and Administrative Tribunal to recover amount outstanding from final payment claim under building contract - QCAT found in respondent's favour - Appeal Tribunal allowed appeal and remitted matter for determination according to law - applicant challenged Appeal Tribunal's decision - s90 *Domestic Building Contracts Act 2000* (Qld) - ss146 & 150 *Queensland Civil and Administrative Tribunal Act 2009* (Qld) - held: applicant succeeded in challenge to Appeal Tribunal's approach to construction of clause governing builder's entitlement to extension of time but failed in challenge to clause concerning owner's right to terminate contract under s90 and the relief granted by Appeal Tribunal - appropriate order was that made by the Appeal Tribunal - matter should be remitted to Member for determination according to law - appeal dismissed.

[Ryan](#)

[From Benchmark Tuesday, 27 October 2015]



Benchmark

Sonnet 7: How soon hath Time, the subtle thief of youth

By John Milton

How soon hath Time, the subtle thief of youth,
Stol'n on his wing my three-and-twentieth year!
My hasting days fly on with full career,
But my late spring no bud or blossom shew'th.
Perhaps my semblance might deceive the truth
That I to manhood am arriv'd so near;
And inward ripeness doth much less appear,
That some more timely-happy spirits endu'th.
Yet be it less or more, or soon or slow,
It shall be still in strictest measure ev'n
To that same lot, however mean or high,
Toward which Time leads me, and the will of Heav'n:
All is, if I have grace to use it so
As ever in my great Task-Master's eye.

[John Milton](#)

[Click Here to access our Benchmark Search Engine](#)