

## **A. RESUME OF LAINA CHAN,**

Barrister, 2 Selborne Chambers and Melbourne TEC Counsel.  
Founder and CEO, Miai Law Pty Ltd.

## **B. EDUCATION**

1. Harvard Business School:  
Certificate of Management Excellence, 2019;  
(completed programs in Negotiation, Strategy and Leadership).
2. ICC (Paris):  
International Commercial Arbitration;  
Advanced ICC Institute PIDA Training, 2013.
3. University of Sydney:  
BSc (Hons in Pure Mathematics), 1991;  
LLB (Hons), 1993;  
Sydney Law Review, 1992.
4. MLC Burwood:  
Dux, 1987.

## **C. ADMISSION**

5. Supreme Court of New South Wales, 1996.
6. High Court of Australia, 1996.
7. New South Wales Bar, 9 August 2004.
8. Victorian Bar, 2012.

## **D. AWARDS and APPOINTMENTS**

9. 2021 Australian Women in Law Awards – Winner of Barrister of the Year.
10. 2019, 2020, 2021, 2022, 2023, 2024 Australian Law Awards – Finalist for Barrister of the Year.
11. 2024 and 2025 Australian Law Awards – Finalist for Mentor of the Year
12. Chair of the Society of Construction Law Australia 2020-2022.
13. Deputy Chair of the Australian Construction Industry Forum, since 2022 - 2024.
14. Editorial Panel for the Insurance Law Bulletin.

15. LexisNexis Australian Insurance Law Service, author updating the annotated Insurance Contracts Act 1984 (Cth) (2022-2024).
16. International Committee of the Australian Bar Association, ADR Committee of the New South Wales Bar Association, Committee of the Anglo Australasian Lawyers Society.

## E. EMPLOYMENT HISTORY

17. NSW Court of Appeal:
  - a. Researcher to Clarke JA, Feb to Jun 1994 and Feb to Dec 1995;
  - b. Researcher to Kirby P, Jun 1994 to Feb 1995.
18. Phillip Fox Lawyers, 1996 to 1998.
19. Minter Ellison Lawyers, 1998 to 2003.
20. Herbert Geer Rundle, 2003.
21. Tribal Warrior Association – an Indigenous Non for Profit Organisation, Executive Fundraiser, 2013 to 2014 (Casual volunteer):
  - a. Compiled and completed grant applications to local, state and federal governments;
  - b. Raised more than \$1.6 million.

## F. MENTEES

22. New South Wales Bar Association Mentoring
  - Sarah Danne, Alinea Chambers (02) 9165 1416 (2021)
  - David Townsend, 3 Wentworth Chambers (02 9232 3937) (2022 and continuing informally)
  - **Maggie Kearney, Tenth Floor chambers (2024)**
23. Society of Construction Law Australia (since 2015) including
  - Ryan Woodhall, Oceania Commercial Manager at Soletanche Bachy (2016),
  - Vikram Misra, of Blackstone Chambers then 3 Wentworth Chambers (2017),
  - Saba Goudarzi, then of HWL Ebsworth Lawyers but now at Ashurst (2018),
  - Stan Giaouris, expert witness and building consultant at the Construction Advisor (2019),
  - Daniel O’Neil of White and Case (2020),

- Nawras Alamarat, Project Engineer, Dubai, then a student in the Masters of Law program at the University of Melbourne but since May 2021 (2020),
  - James Wilcox, General Manager (NSW) Commercial and Delivery, RPS Australia Asia Pacific (2021),
  - Jina Kim, Madison Marcus Lawyers, (2022 and continuing informally),
  - Wei Shi, Weis Lawyers (2023).
  - **Sannan Tariq, HWL Ebsworth, (2024 and continuing)**
  - **Kaitlin Duff, Thomson Geer Lawyers (2024)**
24. Asian Australian Lawyers Association (from 2015) including:
- Faheem Anwar (2015-2016), then of Corrs Chambers Westgarth, now of counsel at Greenway Chambers,
  - **Brydon Wang (since 2015 and continuing), then of Allens Linklaters, now an academic at the Queensland University of Technology,**
  - Ambigai Shiva (since 2016 and continuing), then of Jemmeson & Fisher, now inhouse counsel at EasyJet in the United Kingdom,
  - **Hollia Lam (since 2017 and continuing), then of Onward Legal, now a legal associate at Conyers, Dill & Pearman in Hong Kong,**
  - Jacky Cho (2021), lawyer at H & H Lawyers (and continuing informally),
  - Leo Li (2021), lawyer at Chen Shan lawyers.
  - **Wendy Wan, Gilbert and Tobin, (2023 and continuing)**
  - **Natalie Ho-Bui, Norton Rose (2024)**
25. Women for Change, an initiative of the LBW Trust:
- Naomi Tsumi, (2018-2019), Kenyan University student.

## G. CASES OF NOTE – judgments hyperlinked

### 1. APPELLATE

- a. *Evans v Smith* [\[2025\] NSWCA 102](#)
  - i. Successful overturn of a judgment against the appellants that the respondent had established adverse possession over 5 hectares of their land on the Central Coast.
- b. *Aslan v Stepanoski* [\[2022\] NSWCA 24](#)
  - i. Successful overturn of judgment for \$2.7million plus costs and entry of judgment for unpaid fees for \$50,000 in favour of the appellant.
- c. *Roberts v Goodwin Street Developments Pty Ltd* [\[2023\] NSWCA 5 \(to be](#)

[reported in NSWLR and BCL](#))

- i. Ambit of the extended statutory duty of care in the *Design and Building Practitioners Act NSW 2020*.
- d. *Huang v 18 Woodville Holding Pty Ltd; Tao v 18 Woodville Holding Pty Ltd* [\[2023\] NSWCA 15 \(to be reported in NSWLR\)](#)
  - i. Whether s 42(1)(d) of the *Real Property Act 1919* (NSW) protects a tenancy at will, namely, a purchaser who has entered into possession prior to completion of the contract for sale.
- e. *Quader v Nguyen* [\[2023\] NSWSC 815](#)
  - i. APPEALS — right of appeal — who may exercise — where plaintiff seeks leave to appeal against decision of NCAT Appeal Panel pursuant to s 83 of the *Civil and Administrative Tribunal Act 2013* (NSW) – where plaintiff was not a party to the NCAT proceedings – proceedings incompetent due to an absence of standing.
- f. *Fields Group Pty Ltd v Wilson Security Pty Ltd* [\[2019\] NSWCA 286](#)
  - i. A case which involved an alleged agreement between an indigenous security company and the defendant.
  - ii. The difficulty arose because the alleged agreement upon which the plaintiff relied was not properly documented even though it formed the basis of and was referred to in a government tender for security work.

## 2. BUILDING AND CONSTRUCTION

- a. *Aslan v Stepanoski* [\[2022\] NSWCA 24](#)
  - ii. Successful overturn of judgment for \$2.7million plus costs and entry of judgment for unpaid fees for \$50,000 in favour of the appellant.
  - iii. Bench TV is producing a video on the case.
- b. *Roberts v Goodwin Street Developments Pty Ltd* [\[2023\] NSWCA 5](#); *Goodwin Street Developments Pty Ltd atf Jesmond Unit Trust v DSD Builders Pty Ltd (in liq)* [\[2022\] NSWSC 624](#)
  - i. Ambit of the extended statutory duty of care in the *Design and Building Practitioners Act NSW 2020*;
  - ii. Only case on the Act that has gone to final hearing or appeal.

### 3. PROFESSIONAL NEGLIGENCE

- a. *Canon Finance Australia Limited v Reliance Medical Practice Pty Ltd & Ors (No 7)* [\[2020\] NSWSC 554](#)
  - iv. Successful defence of a finance broker.
- b. *Thiess v Parsons Brinckerhoff* [\[2016\] NSWSC 173](#)
  - i. Multi party dispute in connection with the collapse of the Lane Cove Tunnel during construction where David Williams SC and I acted for the geotechnical monitoring engineer.
  - ii. See article by Burman, Kotze and Chan referred to in paragraph 7 of Recent Publications of Note below.
- c. *Aquatec-Maxcon Pty Ltd v Barwon Region Water Authority (No 2)* [\[2006\] VSC 117](#)
  - i. An important case on proportionate liability in the context of multi-party dispute when I was unled and acted for the structural design engineer for a sewerage plant.
  - ii. Successful claim upon an indemnity contained in a Deed of Novation.
  - iii. While the client did not participate in [the appeal](#) in *MWH Australia Pty Ltd v Wynton Stone Australia Pty Ltd (in liq)* [\[2010\] VSCA 245](#); 31 VR 575 the construction of the scope of the release in the Deed of Novation that the Victorian Court of Appeal upheld was consistent with the submissions advanced by counsel at trial before Byrne J.
- d. *Brand v Monks* [\[2009\] NSWSC 1454](#)
  - i. Successful defence of a town planner who had reported her client's unlawful clearing of land to the relevant authorities.
  - ii. Case is often used as guidance on implied assurances, fraud and unconscionable conduct.
- e. *Monaghan Surveyors Pty Ltd v Stratford Glen-Avon Pty Ltd* [\[2012\] NSWCA 94](#)
  - i. David Williams SC and I acted for a surveyor who had amended plans prepared for the creation of a new right of carriageway without notice to the dominant and servient tenements. At issue was the damages that flowed from this breach of duty of care.
  - ii. Important case on causation and damages.
- f. *Gregory Allan Laughton v Barry C Smith & Associates* (Unreported, District

Court of New South Wales, E Olsson SC DCJ, 14 December 2011)

- i. Successful defence of the mechanical engineer who had allegedly been negligent in the design of the mechanical services at the home of the plaintiff.
- g. *Hourani v Siemens* [\[2012\] NSWDC 203](#)
  - i. Successful defence of an insurer's subcontractor in respect of personal injury when the plaintiff slipped on a wet floor.
  - ii. The allegation that there had been inadequate assessment and delayed repair of insured premises by insurer's sub-contractors was refuted.
- h. *Dymocks Book Arcade Pty Ltd v Capral Ltd* [\[2013\] NSWSC 514](#)
  - i. The case was constrained by the length of time between the alleged negligence and the proceedings.
  - ii. The insured architect had destroyed his records and was unable to corroborate his defence.

#### **4. FIXED COSTS, INDEMNITY COSTS AND COSTS ORDERS AGAINST THIRD PARTIES**

- a. *Brand v Monks* [\[2010\] NSWSC 313](#) (indemnity costs against 3<sup>rd</sup> party Director)
- b. *Bateman Long and Maloney Pty Ltd v Long Beach Land Co Pty Ltd* [\[2011\] NSWSC 1495](#) (third party costs order)
- c. *Gupta v Fordham Laboratories Pty Ltd (No 2)* [\[2018\] NSWSC 694](#) (fixed cost orders)
- d. *Canon Finance Australia Limited v Reliance Medical Practice Pty Ltd & Ors (No 8)* [\[2020\] NSWSC 1898](#) (indemnity costs orders)

#### **5. GUARANTEES**

- a. *Coates Hire Operations Pty Ltd v Rivercorp Pty Ltd & John Philip Brosnan & Stephen McCann; Stephen McCann v Rivercorp Pty Ltd & John Philip Brosnan & Anthony Jerard Rowe* (Unreported, District Court of New South Wales, O'Toole DCJ, 18 April 2012)
  - i. Successful defence of a claim under a guarantee.
- b. *Zanrush Pty Limited v Donovan Sendall* (Unreported, Local Court of New South Wales, Magistrate Bradd, 20 December 2011)

- c. *Filmlock Pty Ltd v Nissi Investments Pty Ltd (No 2)* [\[2013\] NSWSC 959](#)
  - i. Successful claim against guarantors pursuant to a deed of guarantee and indemnity when purchasers failed to complete a contract for sale.

## 6. INDEMNITIES AND LEAPFROG ORDERS

- a. *Aquatec-Maxcon Pty Ltd v Barwon Region Water Authority (No 9)* [\[2007\] VSC 531](#)
  - i. Successful application for a leapfrog order such that obviated the need for my client to satisfy the judgment in favour of the cross-claimant prior to claiming upon the indemnity that it was a beneficiary of.

## 7. REAL ESTATE AND CONVEYANCING

- a. *West v Goyal* [\[2021\] NSWSC 526](#)
  - i. Helped in the creation of **new law** when the Court accepted my submissions on the construction of s 182G of the *Retirement Villages Act 1999* (NSW).
  - ii. It was the **first time** that s 182G had received judicial consideration.
  - iii. It is now the law that all residents and former occupants, beneficiaries of unregistered statutory charges, rank in priority ahead of registered and unregistered mortgagees.
- b. *Huang v 18 Woodville Holding Pty Ltd; Tao v 18 Woodville Holding Pty Ltd* [\[2023\] NSWCA 15](#); *18 Woodville Holding Pty Ltd v Hua Cheng International Holdings Group Pty Ltd (in liq)* (No 2) [\[2022\] NSWSC 947](#); [20 BPR 42481](#)
  - i. Whether s 42(1)(d) of the *Real Property Act 1919* (NSW) protects a tenancy at will, namely, a purchaser who has entered into possession prior to completion of the contract for sale.
- c. *Quader v Nguyen* [2023] NSWSC 815
  - i. APPEALS — right of appeal — who may exercise — where plaintiff seeks leave to appeal against decision of NCAT Appeal Panel pursuant to s 83 of the Civil and Administrative Tribunal Act 2013 (NSW) – where plaintiff was not a party to the NCAT proceedings – proceedings incompetent due to an absence of standing.
  - ii. Residential Tenancies Act – status of orders made by NCAT Appeal Panel.
  - iii. Gross Sum Costs Order
- d. *Ng v Filmlock Pty Ltd* [\[2014\] NSWCA 389](#); 88 NSWLR 146
  - i. Termination of a contract for sale and the appropriate measure of loss

where there is no available market for the sale of land.

- e. *Filmlock Pty Ltd v Nissi Investments Pty Ltd (No 2)* [\[2013\] NSWSC 959](#)
  - i. Alleged defects in title arising from rights of carriageway and restrictions on use created after contract.
  - ii. Purchaser was held to be obliged to complete the contract for sale.
- f. *Monzer Tabbouch v Scott Devlin* [\[2008\] NSWSC 600](#)
  - i. Significant case establishing that 14 days constitutes a reasonable time for a notice to complete.
- g. *Gupta v Fordham Laboratories Pty Ltd* [\[2018\] NSWSC 551](#)
  - i. A case in respect of agreements to lease, the entitlement to specific performance and when a party may have abandoned their agreement to lease.

## 8. COMMERCIAL DISPUTES INVOLVING POORLY DOCUMENTED AGREEMENTS

- a. *Yakiti Pty Ltd v MacDonald* [\[2019\] NSWSC 1772](#)
  - i. A difficult case in which the plaintiff was a secured creditor of the defendant and the parties had an acrimonious relationship. The key defence of the defendant was that the loan had effectively been repaid by reason of certain actions of the plaintiff.
  - ii. The attempt to apply the equitable principles of double satisfaction to the facts of the case was unsuccessful at first instance. The difficulty in the case arose from the fact that the defendant alleged that the parties had entered into a joint venture agreement which was unfortunately not properly documented.
  - iii. The judgment went on appeal and counsel declined to act on the appeal. The appellant was successful on liability in the appeal.

### ***Multiple related interlocutory proceedings***

- b. *Yakiti Pty Ltd v MacDonald (No. 2)* [\[2018\] NSWSC 1970](#)
- c. *Yakiti Pty Ltd v MacDonald* [\[2018\] NSWSC 1505](#)
- d. *MacDonald v Yakiti Pty Ltd* [\[2018\] NSWCA 108](#)
- e. *Yakiti Pty Ltd v MacDonald* [\[2018\] NSWSC 1392](#)
- f. *Fields Group Pty Ltd v Wilson Security Pty Ltd* [\[2019\] NSWCA 286](#)
  - i. A case which involved an alleged agreement between an indigenous security company and the defendant.



- ii. The difficulty arose because the alleged agreement upon which the plaintiff relied was not properly documented even though it formed the basis of and was referred to in a government tender for security work.
- g. *Fields Group Pty Ltd v Wilson Security Pty Ltd* [\[2019\] NSWSC 475](#)

## 9. ARBITRATION

- a. *Traxys Europe SA v Balaji Coke Industry Pvt Ltd (No 2)* [\[2012\] FCA 276](#)
- b. *Tensioned Concrete Pty Ltd v Munich Re* [\[2020\] WASC 431](#)
  - i. On the interplay between *Insurance Contracts Act 1984* (Cth), the *Commercial Arbitration Act 2012* (WA) and the inherent jurisdiction of the Court to control its own proceedings.
  - ii. Tensioned Concrete had sought declarations from various insurers that it was an insured under 2 policies of insurance. There were tandem arbitral proceedings on foot, albeit that the insurers were not named parties, in which these issues would be ventilated.
  - iii. Key issue was whether the principles in *Akai Pty Ltd v People's Insurance Co Ltd* (1996) 188 CLR 418 applied to preclude the Court from staying the proceedings pending the determination of the arbitration in circumstances where the *Insurance Contracts Act 1984* (Cth) required indemnity issues to be determined by a court.
  - iv. Appeal was resolved via negotiated outcome. However, *Epic Games, Inc v Apple Inc* [2021] FCAFC 122 is consistent with the propositions that counsel put forward in the case. Further, it was also conceded by counsel for both parties during argument (which counsel listened to in full) that if the court had been dealing with an arbitration agreement that contravened the *Insurance Contracts Act 1984* then it would be void and could not be the foundation of a stay of court proceedings.
  - v. BenchTV has produced a video on the arbitration issues that arose in this case.

## 10. EMPLOYMENT – NOTICE PERIODS

- a. *Adventure World Travel Pty Ltd v Newsom* [\[2014\] NSWCA 174](#); 86 NSWLR 515 (*affirming the decision of Gibson DCJ on 27 Sept 2013*)

## 11. ADVICE WORK

- a. For various Insurers in respect of Insurance coverage for all Financial Lines Policies including CAR Policies, Management Liability Policies, Product Liability Policies, Professional Indemnity Policies.
- b. For purchasers and vendors in connection with their rights under the contracts for sale.

## 12. NEGOTIATED OUTCOMES

- a. Strategic preparation of multiple cases in connection with:
    - i. retail and other commercial leases and contracts for sale;
    - ii. professional indemnity claims for architects, certifiers, real estate agents and other professionals;
    - iii. restraint of trade in contracts for employment of real estate agents;
    - iv. commercial disputes involving Macquarie University and their tenants;
- for hearing prior to them being resolved at mediations or informal settlement conferences on favourable terms.

## ACADEMIA AND RECENT PUBLICATIONS OF NOTE

1. **L Chan, A world without lawyers: is automated decision-making the future? - Law Society Journal. (first published at LSJ Online Legal Updates May 2025)**
  - a. A world entirely without lawyers is unlikely. Not because machines cannot perform mechanical legal tasks, but because justice demands more than mechanical efficiency.
2. **L Chan, The Enforceability of Termination for Convenience Clauses and the Unfair Contract Terms Regime, (2025) 40 BCL 9.**
3. **JW Carter and L Chan, Contract and the Australian Consumer Law, Federation Press (March 2019)**
  - a. A text that explores the extent to which the ACL has modified the law of contract. The effects of the provisions in respect of misleading or deceptive conduct, unconscionable conduct, exclusion clauses, unfair contract terms and consumer guarantees are explored.
  - b. **Prescribed text** for the Contracts and Torts law course at the University of Sydney.
4. **L Chan and JW Carter, Mann v Paterson Constructions Pty Ltd – New Law for Quantum Meruit Claims in Building Contracts, (2020) 36 BCL 1**
  - a. **Prescribed reading** for the Remedies in Contract course for the University of Melbourne, Master of Construction Law Program.
5. **Chan, Two vexed issues in arbitration — The joinder of third parties and the arbitrability of indemnity issues — (2021) 31 ILJ 85**
  - a. This article explores the issues that arose during the Tensioned Concrete
  - b. Fred Hawke (Clayton Utz), the peer reviewer for the article found the article stimulating and invited me to prepare a follow up article on the incorporation of terms (including for example an arbitration agreement) into policies of insurance.
6. **Chan, Raising Consumer Confidence in Residential Apartment Buildings – The New South Wales Pillar 1 Reforms (2021) 37 BCL 4**
  - a. This article examines the NSW Regulatory Reforms enacted to raise consumer confidence in residential apartment buildings. It touches upon the extended duty of care for pure economic loss, its retrospective nature and the impact of the long stop for building actions in s 6.20 of the *Environmental Planning and Assessment Act 1979* (NSW).
  - b. The article is the culmination of almost 2 years of work on the regulatory reforms

which started with the preparation of submissions on behalf of the Society of Construction Law on the exposure drafts, presentations at educational seminars on the legislation to the Australasian Professional Indemnity Group, the Society of Construction Law, the New South Wales Bar Association (with the Hon Robert McDougall QC as co-presenter) and the Resolution Institute.

- c. The commentary of the Hon Robert McDougall QC on this paper will be published in the same issue as part B to the article. Both papers (which highlight some omissions in the legislation) have been provided to and reviewed by the Office of the NSW Building Commissioner.

**7. Contributing author to Bailey, Construction Law in Australia, Thomson Reuters, 4th edition, 2018 – chapters on Professional Liability and Insuring Risk in Construction Projects**

- a. **Prescribed text** for the University of Melbourne, Master of Construction Law Program.

**8. Chan, Insuring Risk in Construction Projects, (2018) 34 BCL 378**

- a. An expanded and academic version of the chapter in Bailey's Construction Law in Australia setting out key insurance issues in construction projects.

**9. Burman, Kotze and Chan, Lane Cove Tunnel Collapse and Sinkhole a Forensic Review (in 3 parts) - Part 1, the collapse; Part 2, post failure investigations and Part 3, the legal aftermath, (2018) 53(4) Australian Geomechanics 21, 35 and 51 respectively**

- a. An unexpectedly controversial paper in the geotechnical community which posits that the cause of the collapse of the Lane Cove Tunnel arose from construction defects at odds with the findings of McDougall J in the Supreme Court Proceedings.
- b. **Hundreds of copies** of this paper have been supplied to the geotechnical community at their request.

**10. Chan, The enforceability of extended contractual warranties - can the hurdle of applicable limitation periods be overcome? (2016) 32(3) BCL 1**

- a. A work **referenced widely** by construction lawyers. Researched and prepared at the invitation of and the guidance of Professor J W Carter.
- b. The article looks at the enforceability of extended warranties for works that are now included in bespoke contracts for infrastructure projects. These clauses may run afoul of applicable limitation periods. For example, sections 14 and 16 of the *Limitation Act 1969* (NSW) prescribe limitation periods of, respectively, six years for actions in tort and for breach of contract, and 12 years for actions founded on a deed. Section 109ZK of the *Environmental Planning and*

*Assessment Act 1979* (NSW) precludes bringing a building action beyond 10 years after the issue of a final occupation certificate. This article explores how the US, UK and Australia have grappled with this issue and considers whether it is possible to contract out of limitation periods to ensure the enforceability of extended contractual warranties.

- c. The judgment of *Price v Spoor* [2021] HCA 20 which says that the public policy behind the *Limitation of Action 1974* (Qld) does not preclude parties from contracting out of limitation periods is consistent with the propositions put forward in the article.

**11. Chan, International Disputes, the Execution of Foreign Arbitral Awards in the Asia Pacific and Two Case Studies (2015) 28 NYILR 1**

- a. A work exploring the different approaches to enforcement of arbitral awards in the Asia Pacific Region prepared at the invitation of the editor of the New York International Law Review.

**12. Chan, International disputes and the execution of foreign arbitral awards in the Asia Pacific (2014) Vol 9 issue 1 CLInt 33**

**13. Chan, A Penumbral Duty of care – is a principled approach possible? (2013) 21 TLJ 106**

- a. This article explores the evolution and development of the law in relation to the penumbral duty of care of solicitors and notes the increased willingness of the New South Wales Court of Appeal in recent times to find the existence of a penumbral duty of care in certain circumstances. I note the lack of a cohesive jurisprudential basis for the finding of the existence of such a duty and suggest that the salient features test expounded in *Caltex Refineries (Qld) Pty Ltd v Stavar* (2009) 75 NSWLR 649 propounded by Allsop P might provide such a basis.

**14. Chan, When Conveyances go Wrong — Vendor breaches Laina Chan (2011) 20 APLJ 33**

- a. An unencumbered title is the main concern of any purchaser in any real estate transaction. Prior to 1986, the common law only required a vendor to reveal latent defects in title. Defects in quality fell squarely within the rule of caveat emptor. However since 1986, the vendor disclosure obligations pursuant to s 52A of the *Conveyancing Act 1919* (NSW) has significantly diluted the rule of caveat emptor.
- b. This article explores the disclosure obligations of a vendor pursuant to a contract for sale and the consequences of non-compliance.
- c. This appears to be the **only peer reviewed published article** on these issues and has become a widely referenced work by solicitors and other counsel.

15. **Chan, When Conveyances go Wrong – Unwanted Caveats and Fraud (July 2009) Australian Property Investor Magazine 50**
16. **Chan, The successful delivery of Infrastructure Projects – a management rather than a legal issue, Brooking Prize winner and published by the Society of Construction Law and (2020) 195 Australian Construction Law Newsletter 33**
17. **Chan, A triumph for residents of retirement villages, (2021) LSJ 80**
  - a. Article explaining the significance of *Goyal v West* [2021] NSWSC 526
18. **Chan, Lock-out Agreements · Consideration and Enforceability (1994) 8 JCL 84**
  - a. Discussion of *Walford v Miles* and *Pitt v PHH Asset Management Ltd*.
  - b. Whether sufficient consideration passed.
  - c. Elements of lock-out agreement.
  - d. Remedies for breach
19. **Contributor to the LexisNexis Australian Insurance Law Bulletin:**
  - a. The importance of pleadings — *Pinnacle Living v QBE* – (2024) 38 (8&9) ILB 112.
  - b. Approved product lists and financial planners and their PI policy is not a free for all — (2023) 38(1&2) ILB 16;
  - c. *AIA Australia Ltd v Sharma* — continuing misrepresentations and s 29(2) of the Insurance Contracts 1984 (Cth) — (2023) 38(3) ILB 33
  - d. Possible bribery in Iraq procurement — to notify or not to notify — (2023) 37(10) ILB 172
  - e. *Certain Underwriters at Lloyd’s of London v Dural 24/7 Pty Ltd*: a triumph of common sense — (2022) 37(7&8) ILB 137
  - f. Takeaways of principle from the COVID BI Test Cases — (2022) 37(6) ILB 108.
  - g. Case note on *Globe Church Inc v Allianz Australia Insurance Ltd* (2019) 34(10) ILB 125.
  - h. Case note on *Delta Pty Ltd v Mechanical and Construction Insurance Pty Ltd* (2019) 35(1&2) ILB 14(1).
  - i. The Opal Tower is a product — the purpose of product liability policies Icon Co

(NSW) v Liberty Mutual Insurance (2020) 36(7) ILB 110.

- j. Class actions and multiple plaintiffs — how many claims do they constitute  
Bank of Queensland Ltd v AIG Australia Ltd (2019) 35(5) ILB 55.
  - k. Question — double insurance claim within the Federal Court jurisdiction?  
Epsilon v Liberty (2019) 35(4) ILB 38.
  - l. Case Note - Xu v IAG New Zealand Ltd - Should the Principle Precluding  
Assignment of the Reinstatement Benefit be Overturned? — (2020) 35(8) ILB  
82.
  - m. Proving Arson and Consequential Loss - Case Note - Worth v HDI Global  
Specialty SE — (2021) 37(3) ILB 52.
  - n. A claims made and notified policy is not a chameleon: a case note on Avant  
Insurance Ltd v Burnie — (2022) 37(7) ILB 2.
- 20. Author of the LexisNexis Annotated Insurance Contracts Act 1984 (Cth) for the Insurance Law Practice, (2022-2024).**
- 21. Reporter for the Thomsen Reuters Building and Construction Law Journal.**
- 22. Member of the Editorial Panel for the LexisNexis Australian Insurance Law Bulletin until 2025.**