



CORNEY & LIND

LAWYERS

Schools & Education | Not For Profit & Charity | Commercial | Employment & Discrimination
Family | Estate & Elder | Compensation | Migration & Visas | Criminal & Traffic |
Commercial & Construction Litigation

Stay Connected



In This Issue

[Merry Christmas & A Blessed New Year](#)

[Family Law | Duress in BFA's](#)

[Commercial Litigation | High Court Confirms the Objective Approach for the Construction of Contracts](#)

[Employment Law | Uber Landmark UK Case - How will this impact Uber Australia](#)

Upcoming Webinars

School Law Series:

[Top Current Legal Challenges facing School Leaders](#)
| 17 February 2017

[Outsourcing, Contracting and Licensing - Pitfalls and Tips](#) | 07 April 2017

[Top Employment and Independent Contracting Tips for Schools](#) | 16 June 2017

[Structuring to move DGR money to the recurrent expenditure of school operations](#) | 11 August 2017

[Impact of Family Law on enrolments](#) | 20 October 2017

[Managing Parent Debts](#) | 01 December 2017

Contact Us

P | (07) 3252 0011
F | (07) 3257 7890
W | corneyandlind.com.au

Reception -
Suite 43, Level 4,
Royal Brisbane Place,
17 Bowen Bridge Rd,
Herston, QLD 4006



NEWSLETTER

22 December 2016

Merry Christmas & A Blessed New Year for 2017



As this is our last monthly publication for 2016, the Corney & Lind family would like to wish all our subscribers a wonderful festive season as we remember and celebrate God coming close to us in Jesus.

Duress in Binding Financial Agreements

Could a Binding Financial Agreement be set aside on the ground that a party to it had been subject to duress at the time of execution? To answer this, one must first consider what conduct amounts to duress in the eyes of the law. Not all forms of duress are unlawful. For 'duress' to be detrimental to the validity of the agreement, it must be unlawful. The case of Kennedy & Thorne[1] considered whether the presence of duress was sufficient to warrant setting aside of a binding financial agreement.



Emario Welgampola
Special Counsel

[Emario Welgampola](#) (Special Counsel) and [Nicola Goodwin](#) (Law Clerk) discuss the decision in the case of Kennedy v Thorne [here](#).

High Court confirms the objective approach for the construction of contracts

In [Electricity Generation Corporation v Woodside Energy Ltd \[2014\] HCA 7](#), the construction of contracts was an issue in dispute. The High Court reaffirmed that parties to commercial contracts should adopt an objective approach in determining their contractual rights and obligations. Factors such as language, surrounding circumstances and commercial purpose, need to be considered.



Alistair Macpherson
Director

[Jacques Nel](#) (Special Counsel) discusses the objective approach and interpretation of contracts [here](#). If you have a commercial contract that needs interpretation, drafting, or legal advice, our Commercial Litigation team led by [Alistair Macpherson](#) can assist.

Uber Landmark UK Case - How will this impact Uber Australia

The recent UK Employment Tribunal decision of Aslam, Farrar & Others v Uber B.V, Uber London Ltd & Uber Britannia Ltd made on the 28th October 2016, ruled in favour of two former drivers who sought to establish their status as 'workers'. The case was backed by the GMB trade union following complaints that Uber disregarded basic employment rights of its drivers.



Eduardo Cruz
Senior Associate

[Eduardo Cruz](#) (Senior Associate) discusses the decision and the lessons of this case. You can access the case summary [here](#).

