

REGISTRATION FORM/TAX INVOICE

UNIVERSITY OF SYDNEY: ABN 15 211 513 464

INTERPRETING COMMERCIAL CONTRACTS

11 AUGUST 2008

Name:..... Mr/Ms

Firm/Organisation:

Address:

.....

Postcode: DX:.....

Tel: Fax:.....

Email:.....

FULL FEE REGISTRATION \$60 (GST incl)

CONCESSION..... \$40 (GST incl)

I enclose a cheque for \$ made payable to
"The University of Sydney"

OR please charge the following credit card:

MasterCard VISA

Name on Card:.....

Card No:

Expiry Date:.....Amount:.....

Cardholder's Signature:.....

Date:.....

Privacy note: The information you provide may be used to maintain contact and keep you up-to-date with information about the University, its services, events and achievements. If you do not wish to receive this information, please contact Legal Professional Development (02 9351 0238, or email: law.events@usyd.edu.au). The University abides by the 'NSW Privacy and Personal Information Protection Act'.

Cancellation Policy: Cancellations will be accepted up to one (1) day prior to the seminar. Cancellations received after this time will incur a \$25 administration charge.

PLEASE RETURN TO:

Legal Professional Development Program

Faculty of Law, University of Sydney

173-175 Phillip Street, Sydney NSW 2000

(DX 983 SYDNEY)

Fax: (02) 9351 0200

LEGAL PROFESSIONAL DEVELOPMENT

Sydney Law School offers Legal Professional Development seminars, courses and units of study in a range of subjects and modes, including intensive programs, seminars series and individual evening presentations.

Seminars, courses and postgraduate units of study are available to anyone with an interest in the area of study. There is no prior educational requirement although some postgraduate units assume a prior knowledge in the area.

Seminars, courses and units of study offered under Sydney Law School's LPD program meet the necessary requirements of both the Law Society of New South Wales and the New South Wales Bar Association in relation to their individual members.

For further information please contact:

Legal Professional Development, Faculty of Law,
University of Sydney, 173-175 Phillip Street,
SYDNEY NSW 2000, Telephone: 9351 0238

This seminar is part of the Legal Professional Development Program administered by the Faculty of Law at The University of Sydney. Attendance at this seminar will qualify participants for 1 MCLE/CPD unit if this particular educational activity is relevant to their immediate or long term needs in relation to their professional development and practice of the law.



Ross Parsons
Centre of Commercial, Corporate and Taxation Law



SEMINAR

Interpreting Commercial Contracts

MONDAY 11 AUGUST 2008

5.30pm - 7pm

SPEAKER

Professor David McLauchlan
Victoria University of Wellington
Visiting McWilliam Chair

CHAIR

Associate Professor Gregory Tolhurst
Sydney Law School

SYDNEY LAW SCHOOL
UNIVERSITY OF SYDNEY
173-175 PHILLIP STREET, SYDNEY

THIS DOCUMENT WILL BE AN INVOICE FOR TAX PURPOSES WHEN YOU MAKE PAYMENT

CONTRACT INTERPRETATION: WHAT'S IT ALL ABOUT?

The law of contract interpretation is one of the most practically important areas of commercial law. Advising and adjudicating on issues of interpretation occupies a good deal of the time of the busy commercial practitioner and judge.

Nevertheless, the underlying theory remains in a state of confusion and there are fundamental divisions among commentators, practitioners and judges as to what the process of interpretation is and ought to be all about.

For example, does Lord Hoffmann's restatement of the law in *Investors Compensation Scheme Ltd v West Bromwich Building Society*, which is now applied by the courts in the United Kingdom and New Zealand, represent the law in Australia? Have the *Codelfa* principles been superseded? What difference would that make? Even more basically, what in principle is the correct approach to contract interpretation?

Everyone agrees that the approach must be objective, but what does 'objective' mean in this context? Is a clearly proven actual intention, communicated in the course of negotiations, to be ignored? If not, can there be a general exclusion of pre-contract negotiations? Professor McLauchlan will address these and other related issues in this seminar.

SPEAKER

David McLauchlan has been Professor of Law at Victoria University of Wellington since 1981.

David is the Sydney Law School's current McWilliam Visiting Chair in Commercial Law.

David is the author of two books and has published many journal articles, mainly in the areas of the law of contract and commercial law. He has received University of Wellington Awards for Excellence in Teaching and in Research.

SEMINAR

Interpreting Commercial Contracts

DATE: Monday 11 August 2008

TIME: 6 – 7pm

Registration and light refreshments will be available from 5.30pm

COST: Full fee registration \$60
Concession \$40

LOCATION: Sydney Law School
173-175 Phillip Street
Sydney