

REMEDIES Cases and Materials in Australian Private Law

Remedies Cases and Materials in Australian Private Law presents a selection of cases and legislation to introduce students to the remedies available under Australian law. It offers the depth and context required to understand and analyse the application of private law remedies.

Developed to accompany the second edition of *Remedies in Australian Private Law*, and following that book's accessible and systematic structure, this casebook contains carefully curated extracts from landmark cases, legislation and secondary sources. The selected extracts offer a comprehensive yet concise guide to the application of remedies and cover topics including the *Australian Consumer Law*, torts, contract, vindicatory damages and coercive remedies.

Each chapter includes clear explanations of topics and links to material in the principles text, along with flowcharts and diagrams to summarise complex cases and concepts. Review questions throughout each chapter encourage students to analyse decisions from important cases and test their knowledge progressively.

Written by an expert author team, *Remedies Cases and Materials in Australian Private Law* is an invaluable resource which enables students to understand remedial law and identify appropriate remedial solutions.

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Katy Barnett , Kenneth Yin , Martin Allcock
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PREFACE

In 2018, Katy was asked by her students when she was going to write a casebook to accompany the textbook she co-wrote with Sirko Harder, *Remedies in Australian Private Law*, now in its second edition (referred to in this book as the ‘principles text’). Coincidentally, at that time she was approached by Cambridge University Press to provide them with a casebook, and hence she accepted the proposal gratefully.

As the students told Katy, a casebook is useful to students because it allows them to integrate their readings of cases and legislation with the principles text, and because it gives students resources such as diagrams and tables which may aid in their understanding of sometimes complex areas of law.

It has ended up being a much longer process than expected, as we were interrupted by the COVID-19 pandemic and various other crises. However, we’re delighted to bring you this companion casebook to the second edition of *Remedies in Australian Private Law*. It includes extracts from recent cases such as *Morris-Garner v One Step (Support) Ltd* [2018] UKSC 20 and *Mann v Paterson Constructions Pty Ltd* [2019] HCA 32.

Katy was primarily responsible for Chapters 1, 3, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Martin was primarily responsible for Chapters 4, 6 and 7, and Ken was primarily responsible for Chapters 2, 5, 8, 9, 10 and 11, but as with the principles text, the casebook is a joint work. We have considered material available to us before April 2022.

Katy would like to thank her family (Scott, Eloise, Josh and Hamish) for supporting her through the writing process, and Martin and Ken for joining her on the casebook journey. As with the principles text, she would also like to thank her JD and Masters students at Melbourne Law School for making her constantly think about how to present the law of remedies more clearly (a few of the diagrams in Katy’s chapters have been ‘road-tested’ on students). Special thanks to Jared Mintz for providing research assistance for many of the chapters, to Hannah Robert for her draft of Chapter 3 upon which Katy was able to build, and to Melbourne Law School for being consistently supportive when Katy suffered from severe health issues from 2018 onwards.

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Katy Barnett
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Ken Yin
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