

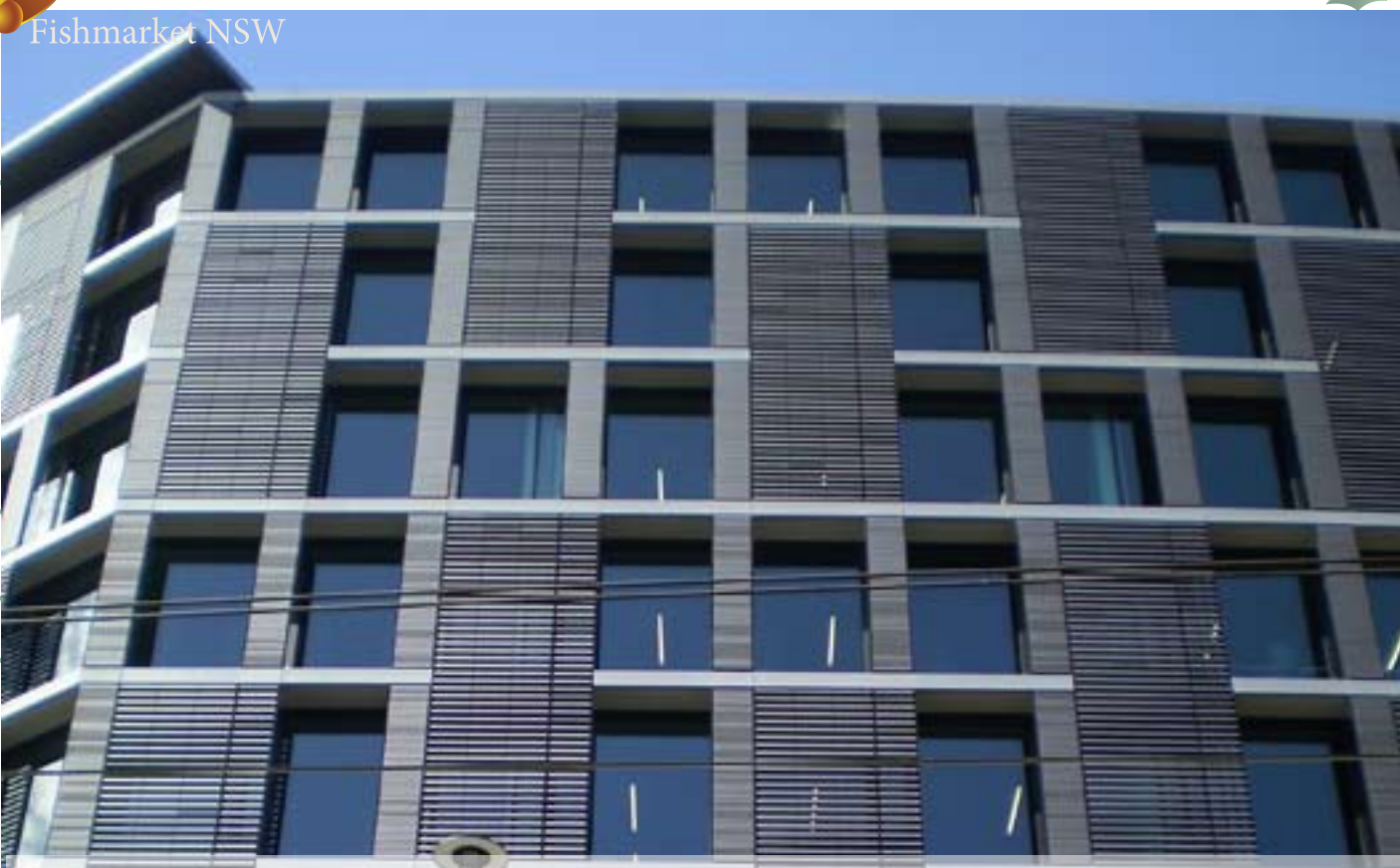


TBL - HECTIC HEADNOTES

Fishmarket NSW

Merry Christmas and Happy New year

Merry Christmas and Happy New year



Roluke Pty Ltd & Anor v Lamaro Consultants Pty Ltd & Anor [2008] NSWCA 323

HEARING DATE(S): 23 September 2008
JUDGMENT DATE: 27 November 2008
JUDGMENT OF: Basten JA at 1, Campbell JA at 2 and Sackville AJA at 3

DAMAGES – negligent design of waterproof concrete slab by an engineer – measure of damages for breach of contract – whether terms of contract required a waterproof slab that would last for the life of the building or one that included a membrane requiring periodic repairs – whether primary Judge’s findings of fact on life expectancy of membrane and repairs to slabs were correct – whether owners of building entitled to damages for diminution in value of building where repairs had been satisfactorily completed

EXPERT EVIDENCE

“As the primary Judge observed, Mr Rennie did not support his valuation by reference to examples of repaired buildings that had suffered a diminution in value notwithstanding that the repairs had been satisfactorily carried out. Nor did he explain why potential buyers of the premises would be likely to pay less because the particular building had defects, notwithstanding that the defects had been satisfactorily repaired. Indeed, the report did not suggest that in Mr Rennie’s experience potential buyers of a commercial building of this kind would be concerned with any issue relating to defects in a building other than the obvious question of whether they had been satisfactorily repaired.

It is difficult to see how Mr Rennie’s opinion on this point was admissible, had objection been taken. His report disclosed no reasoning process supporting his opinion and thus did not demonstrate that the opinion was the product of Mr Rennie’s “specialised knowledge based on [his] training, study or experience”: Evidence Act 1995 (NSW) s 79; *HG v The Queen* [1999] HCA 2; 197 CLR 414 at [39]-[44] per Gleeson CJ.”(at 122-123)

