cally recorded, or at all.

Although the prisoner's friend had been present, he was not in a position to advise the accused if he had sought advice, as for much of the time he was well separated from the accused.

(5) The admission of guilt by the accused to the watchhouse commander upon being formally charged was inadmissible because it had not been electronically recorded.

Section 142 applies to admissions made before and during questioning. At the time when this admission was made, the accused had been invited to say anything if he wished, in respect of the charge. This was a questioning in the relevant sense; his reply should have been electronically recorded.

His Honour was not satisfied that it would be in the interests of justice to admit this admission pursuant to s 143.

Application pursuant to s 26L of the *Evidence Act.*

J Lawrence, instructed by NAALAS, for the applicant/accused.

R Wallace, instructed by the DPP, for the respondent/Crown.

'Potboiler' clauses: beware the pitfalls

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within the arbitration clause in question.

His Honour observed that he reached this conclusion with some regret because he had no doubt that there would be much evidence in the arbitration proceedings (for breach of contract) which would also be relevant in any court proceedings involving *Trade Practices Act* claims or claims in relation to misleading representations.

Lessons from the Cases

It is clear enough that "potboiler" clauses merit far greater attention than is traditionally given to them.

The aforementioned cases illustrate this point.

It is thus necessary for lawyers to ascertain just what clients wish to restrain in "restraint clauses".

Perhaps it is more important for lawyers to examine their standard "arbitration" precedents.

The writer is in strong agreement with the views expressed by French J.

An arbitration clause which gives rise to a dual forum of dispute resolution is not a situation which many clients would welcome and, if this does occur, clients will, no doubt, and quite rightly, blame their lawyers for it.

If this situation results and the covenant in quesiton has not been worded to accord with a client's specific instructions, it is not beyond possibility that a lawyer drafting such a covenant may find herself or himself liable for his or her client's costs in resolving the dispute in one or other of the forums.

* *Dr Pengilley is the Professor of Commercial Law at the University of Newcastle and a consultant to Australian lawyers Sly & Weigall. He was formerly Commissioner of the Australian Trade Practices Commission.*

Mediation for AAT

The President of the Administrative Appeals Tribunal, Justice O'Connor, has extended the Tribunal's mediation programme to all jurisdictions from this month.

Justice O'Connor said she proposes to carry out a full evaluation of the programme in the middle of next year.

Mediation is available within the Tribunal for the juristictions of social security and customs in all registries and for taxation cases on a trial basis.

Other mediation services will be provided in jurisdictions or registries where mediation is requested and the Tribunal is in a position to provide the service(s).

ILSAC lives

The federal Attorney-General, Michael Lavarch, has re-established the International Legal Services Advisory Council (ILSAC).

ILSAC's charter is to promote the export of Australian legal services and to develop closer legal co-operation in the Asia Pacific region.

Appointed to ILSAC for three years were: Sir Laurence Street (Chair), Elizabeth Nosworthy (ex-officio as representative of the Australia-Indochina Legal Co-operation Programme), David Bailey, Patrick Brazil, Philip Clark, Michael Ahrens, Catherine Walter, James Creer, Prof Michael Pryles (private practitioners), Prof David Flint, Prof Malcolm Smith (university reps), Peter Levy (Law Council of Australia), and representatives from five government departments.