PRESENTERS

Fraser Goldsmith

Fraser's commercial practice encompasses trade practices law, contracting and tendering processes, drafting unique commercial contracts as well as standard form, plain language consumer contracts, technology contracting, capital raising and Securities Act advice. Fraser is the author of the "Plain Language Drafting" section of *Butterworth's New Zealand Forms and Precedents*; a member of the NZLS Ecommerce subcommittee; and a co-author of *Butterworths Electronic Business and Technology Law*.

Duncan Webb

Duncan is a commercial lawyer who practises as a consultant with Lane Neave in Christchurch as well as being an Associate Professor at the Canterbury University Faculty of Law. He has recently returned from teaching at the Cincinnati College of Law where he was a Distinguished Visiting Professor. Duncan has also taught at Victoria and Massey Universities, and practised with Bell Gully in Wellington, and Parry Field in Christchurch. Duncan has published widely in contract and commercial law including contributing to *Gault on Commercial Law*, *Tyree's Banking Law* and writing numerous articles. His other areas of interest include insurance law and professional ethics.

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INTRODUCTION

Drafting of one kind or another is the staple of every lawyer's job. Contract drafting raises some special problems in that it looks to the future conduct of the parties and seeks to create obligations within the framework of the law to meet the respective parties' commercial expectations. In this booklet, and the seminar which accompanies it, the presenters seek to enter into a dialogue as to the manner in which these expectations can best be met. It is suggested that this is a complex task which requires a grasp of the language of law and industry, an ability to marshal that language in a concise and accurate manner, an understanding of the needs of the respective parties, and a knowledge of the limits that the law places on what can be achieved in a contractual framework.