However, the debate over the extent of the surety's obligations becomes meaningless if the owner calling on the bond fails to adhere to their own obligations in the first place. In *Whitby Landmark*, the owner's success on the cost-sharing issue became a moot point after the court found that the owner had not given the surety timely notice of the contractor's default. This underscores a point that may be obvious but is nevertheless essential: owners and contractors must familiarize themselves with the terms and conditions of their contracts (including performance bonds), and scrupulously observe all notice periods. Defective notice given to the surety of a contractor's default may leave an owner unable to collect any costs at all from a surety, let alone collateral costs.

Provided that notice is given in a proper form, and within the correct time period, case law suggests that owners in Ontario have a reasonable prospect of collecting more than just their bricks-and-mortar costs from their sureties. If you are faced with a contractor that has defaulted, or potentially defaulted, under contract, it is advisable to inform your surety as soon as possible to thoroughly mitigate all potential losses.

BOOK REVIEW

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Alternative Dispute Resolution in the Construction Industry in Canada
(Harvey J. Kirsh, Editor and Contributor)

In this excellent book, Harvey Kirsh assembles articles from leading Canadian alternative dispute resolution practitioners that reflect the current state of practice and thought in the area.

The book covers all forms of dispute resolution common to the construction industry (arbitration, mediation, med-arb, adjudication, reference, expert determination, and dispute boards) with a chapter devoted to each area.

Every article provides a wealth of practical advice and observations from experienced practitioners. For example, the Hon. Neil Wittmann, Q.C. (former Chief Justice of the Alberta Court of Queen's Bench) writes on the origin and use of Scott Schedules; Duncan W. Glaholt provides advice on how to chair dispute boards; and John "Buzz" Tarlow (a Fellow of the American College of Construction Lawyers) discusses deception's role in mediation and the resulting ethical considerations. In addition, both the present and previous Chief Justices of the Supreme Court of Canada make contributions — the former (The Rt. Hon. Richard Wagner) has penned the Foreword to the book, while the latter (The Rt. Hon. Beverley McLachlin) authored an article on concurrent expert testimony or, as it is more commonly (and somewhat distressingly) referred to, "expert hot-tubbing".

Among my favourite articles is one written by Harvey Kirsh himself. "Pitfalls, Perceptions and Processes in Construction Arbitration" covers several potentially thorny issues that both counsel and arbitrator should consider when embarking on an arbitration. Harvey's practical advice, starting with the drafting of the arbitration clause and ending with the award of costs, is invaluable for both those new to the field and veteran practitioners alike.

This book is a welcome addition to the short catalogue of Canadian books on alternative dispute resolution. It provides a useful, practical resource for those in the construction industry and, indeed, all alternative dispute resolution practitioners. It is one to be kept close at hand.