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***Planet Kids Ltd v Auckland Council*: A comment on the multi-factorial approach**
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This article comments on the Supreme Court's adoption of the multi-factorial approach in *Planet Kids Ltd v Auckland Council* (2014), a case involving the doctrine of frustration. While it acknowledges that this approach allows for a more transparent reasoning process, it argues that this is just the first (and not the only) step in bringing about a more principled analysis of frustration. The root problem with the doctrine of frustration lies with the open-textured nature of the "radically different" test. Without more, the adoption of the multi-factorial approach (which simply sets out the factors to be considered) is unlikely to address this problem. It is argued that a more structured and principled approach can be achieved by focusing the analysis on the question of risk allocation.

The Voidable Transaction Regime and the Quest for Clarity
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Legislative changes to New Zealand's voidable transaction regime in 2006 resulted in confusion amongst liquidators and creditors as to the regime's intended operation. There has been a significant increase in case law in recent years which has resulted in key features of the amended regime being considered in more detail, including the "continuing business relationship test" and changes to the creditor's statutory defence. This article considers the key findings from those cases and concludes that while there has been progress in clarifying some aspects of the voidable transaction regime, further judicial analysis is needed to clarify other significant areas of uncertainty.

***Cox v Ergo Versicherung AG*: Statutory Packages in Transnational Personal Injury Cases**
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The assessment of damages in transnational personal injury claims poses a unique challenge for private international law theory and practice. Traditionally viewed as a procedural matter, there are strong reasons for the assessment of damages to be recognised as an integral part of a personal injury statutory package to be governed by the lex causae of the tort. This article questions the characterisation of the assessment of damages as substantive or procedural to determine which law governs such assessment, arguing that Etherton LJ's approach, focusing on the causal connection between liability and loss, may provide a better approach to statutory packages.

Exploiting the Crowd: The New Zealand Response to Equity Crowd Funding
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The crowd funding exclusion in the Financial Markets Conduct Act 2013 allows issuers, often innovative start-up businesses, to raise up to $2,000,000 in a 12 month period from retail investors through an internet platform provided by a licensed intermediary service, without the need for the product disclosure statement and on-line disclosures usually required. In order to protect the interests of investors in a market with a high risk of negligible return, other protections need to be provided. Other jurisdictions have imposed investor caps, but New Zealand has failed to do so. This article argues that, particularly in light of shortcomings with other aspects of crowd funding investor protections, a mandatory investor cap of five per cent of the amount being raised should be imposed, to protect investors both from the high risks of venture capital investing and from their own inexperience in this new and rapidly developing market.

Confidential Information and Trade Secrets Arising from University Research: Time for Greater Clarity?
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This article considers the law of confidential information and trade secrecy as it applies to university researchers. It outlines the statutory and policy framework for university research activity and the commercialisation of that research, reviews the relevant civil and criminal law that protects confidential information and trade secrets, and reviews the approach taken to confidential information in the provisions of publicly available New Zealand university intellectual property policies. The article concludes that there is considerable uncertainty about the obligations of researchers and argues that greater clarity would benefit all parties. It proposes that, for staff working on specific projects, employment contracts should provide for clear identification of information to which an obligation of confidence arises, and the nature of that obligation. In addition, it proposes that universities review intellectual property policies in order to clarify claims made to confidential information and the obligations applying to staff.