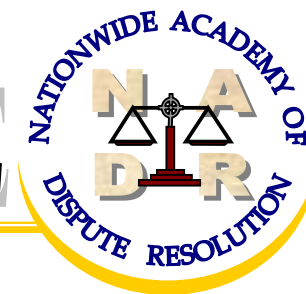


CONSTRUCTION LAW CASE DATA BASE



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TOPIC INDEX	CASE NAME (<i>Hyperlinked – word version only – not available in pdf</i>) - CITATION : (<i>On-line web source</i>) : Bullet point summary.	JUDGE	Year/M/D	COURT
Fixed price contract	SWI Ltd v P & I Data Services Ltd [2007] EWCA Civ 663 : bailii Unit / fixed price contract : Where there is substantial performance - in the absence of express terms for a variation of the price - the full price becomes due.	Waller LJ; Keene LJ; Dyson LJ.	2007.07.04	CA
Determination – JCT	Reinwood Ltd v L Brown & Sons Ltd [2007] EWCA Civ 601 : bailii LADS : Progress Payments : Notice of determination for non payment. Where a notice of non-completion giving rise to LADS is overtaken by an extension of time the right to deduct continues - albeit with a duty to repay excess deductions within a reasonable time. A payment with deducted LADS is a valid payment - so a notice of termination for non-payment is not valid.	Mummery LJ; Arden LJ; Dyson LJ.	2007.06.21	CA
Collateral warranty	Glasgow Airport Ltd v Messrs Kirkman & Bradford [2007] ScotCS CSIH_47 : bailii Damages recoverable under a collateral warranty not restricted in scope under terms of contract and not adversely affected by assignment and extend to consequential losses suffered by the pursuers as a direct result of the defenders breach.	Kingarth Lord Eassie Lord Wheatley Lord	2007.06.06	Inner House Court of Session
Guarantee Contract	Zurich Insurance Company v Gearcross Ltd [2007] EWHC 1318 (TCC) : bailii Reciprocal rights and duties of underwriter and assured under a builder's guarantee scheme.	Coulson HHJ Peter	2007.05.25	TCC
Challenge s69	J Jarvis & Sons Ltd v Blue Circle Dartford Estates Ltd [2007] EWHC 1262 (TCC) : Bailli Application for injunction to prevent continuance of arbitration s37 SCA 1981 / challenge to interim award s69. Whether continuance of arbitration oppressive or vexatious. Application made at a very late stage when arbitration imminent. Potential concurrent actions in court and tribunal is not in itself oppressive. Risk of double liability minimal. Arbitrator has duty to manage the process - not vexatious. A real claim at stake.	Jackson Mr Justice	2007.05.14	TCC
Defect : meaning of	Autolink Concessionaires (M6) Plc v Amey Construction Ltd & Ors [2007] ScotCS CSOH_81 : bailii Motorway construction contract followed by a 30 year maintenance agreement. Dispute over contractual definition of defect. Held : In the absence of cross referencing the construction contract must be construed on its own terms : definition required perfection. Defects not limited to fault. Contractor had to repair at his own cost.	Clarke Lord	2007.05.05	Outer House, Court of Session.
Employer Subcontractor privity	Sydenhams (Timber Engineering) Ltd. v CHG Holdings Ltd. [2007] EWHC 1129 (TCC) : bailii Whether employer contracted to pay sub-contractor where main contractor enters into liquidation.	Coulson HHJ Peter	2007.05.03	TCC

Invalidity - uncertainty	Organic Group Ltd v Charterhouse Macmillan Group Inc [2007] EWHC 1275 (QB) : bailii Whether or not the parties concluded a contract.	Mackay Mr Justice	2007.05.01	QBD Commercial Court
Negligent design	Mirant Asia-Pacific Construction Ltd v Ove Arup [2007] EWHC 918 (TCC) Negligent design of foundations of power station. All claims dismissed – apart from £1M + claim for remediation – but since already accounted for by insurance monies. No sums due.	Toulmin. HHJ	2007.04.20	TCC
Tort – Jurisdiction EC Law	Hewden Tower Cranes Ltd v Wolffkran GmbH [2007] EWHC 857 (TCC) : Bailli Hire crane collapsed. Hewden having paid out compensation to various parties sought to recover against the German manufacturer / hirer of the equipment on the grounds of negligence – defective welds in crane – Civil Liability Contribution Act 1978. Question – whether under EC Reg 44/2002 Arts 2(1); 5(3) & 23 the UK or German court had jurisdiction . Held : UK Court had jurisdiction.	Jackson Mr Justice	2007.04.03	TCC
Costs : Issue by issue	McGlinn v Waltham Contractors Ltd [2007] EWHC 698 (TCC) Bailli Whether costs should be awarded globally or on an issue by issue basis : Availability of <i>Bullock/Sanderson</i> orders.	Coulson QC HHJ Peter	2007.03.28	TCC
Architect's supervisory duties	Vranicki v Architects Registration Board [2007] EWHC 506 (Admin) : bailii Supervisory role of the architect - whether a finding of serious professional incompetence justified in the circumstances of the case viz failure to supervise between builder & specialist suppliers in relation to a complex roof design. Held : Finding justified.	Collins Mr Justice	2007.03.16	Admin Court
Collateral warranty	Glasgow Airport Ltd v Messrs Kirkman & Bradford [2007] ScotCS CSOH_52 : bailii Damages recoverable under a collateral warranty : costs & consequential losses suffered by the pursuers as a direct result of the defenders breach. Lord Clarke : Outer House Court of Session. 8th March 2007	Clarke Lord	2007.03.08	Outer House Court of Session
Proprietary Estoppel	Lloyd v MGL (Rugby) Ltd [2007] EWCA Civ 153 : bailii Joint venture to develop land owned by an entrepreneur who subsequently cut the builder who had procured planning etc out of proceeds. Judge ruled out quantum meruit but then found an equitable interest. Appeal dismissed.	Maurice Kay LJ; Wilson LJ; Sir Peter Gibson.	2007.02.28	CA
Disclosure – 3rd party settlement terms	Multiplex Construction (UK) Ltd v Honeywell Control Systems Ltd [2007] EWHC 236 (TCC) Disclosure : admissibility : 3rd party settlement provisions : Late application to appeal. Whether time was at large qua contractor / subcontractor as determined at adjudication. Whether terms of a settlement agreement involving the same issue admissible and subject to disclosure. Held No : Late application to appeal. Application heard but failed on the merits. Note : The "time at large" issue ongoing.	Jackson Mr Justice	2007.02.08	TCC
Final Certificate - finality	McIntosh Ltd v Balfour Beatty Group Ltd [2006] ScotCS CSOH_197 : bailii Challenge to Final Certificate - Management contract - third party rights. Legal personality – assignment.	Young Lord Drummond	2006.12.21	Outer House Court of Session
Tender : breach of collateral contract	J & A Developments Ltd v Edina Manufacturing Ltd [2006] NIQB 85 Tender process : a failure to award tender to lower bidder held to be a breach of contract : damages awarded for cost of bid and lost profit.	McCollum Sir Liam	2006.12.11	QBD Northern Ireland
Subject to contract	Skanska Rasleigh Weatherfoil Ltd v Somerfield Stores Ltd [2006] EWCA Civ 1732 Partial appeal : whether the temporary agreement identified by Mr Justice Ramsey included most of the terms of the June FMA, referred to as the "contract" in paragraph 2 therein, or whether it only incorporated very few of them.	Neuberger LJ; Richards LJ; Leveson LJ.	2006.11.22	CA

Insolvency : Settlement : Letter of intent incorporating JCT Contract	Chorus Group v Berner (BVI) Ltd [2006] EWHC 3622 (TCC) Post adjudication settlement, with due date for payment of adjudication sum plus interest. Cheque from over-seas bounced. Employers incorporated outside UK. Successful ex-parte application for freezing order to Mr Justice Jackson. Application to extend freezing order and summary enforcement of non-payment of cheque. Application granted. Objections on grounds of non-disclosure dismissed.	Ramsey Mr Justice	2006.11.01	TCC
Letter or intent : personality	Abadi (t/a Atlas Builders & Atlas Construction Ltd) v Al-Anizi [2006] EWCA Civ 1522 Terms of agreement and identification of parties to the contract	Gage LJ; Bodey. Mr Justice	2006.10.13	CA
Sham contract – legal personality	Dene Construction Ltd v Antshire Ltd [2006] EWHC 2567 (TCC) Bailli Whether or not a contract was a sham to hide true identity of contractual partners. Held : Not a sham – case to proceed. Note case had already been preceded by two adjudications.	Toulmin HHJ John	2006.10.13	TCC
Insolvency.	RWE-Industrie-Loesungen GmbH v Thyssen Schachtbau GmbH [2006] EWHC 2111 (TCC) Application for summary judgment and/or interim payment made by a main contractor against the guarantor of an insolvent sub-contractor. Declaration that RWE entitled to reasonable sums for completing works but otherwise summary judgement refused – where sums due from a third party.	Jackson Mr Justice	2006.07.28	TCC
Summary Judgment	RWE-Industrie-Loesungen GmbH v Thyssen Schachtbau GmbH [2006] EWHC 2111 (TCC) Application for summary judgment for over payment rejected : defendant had an arguable defence.	Jackson Mr Justice	2006.07.28	TCC
Incompetent defence	Duncan Harris v Robert Foubister [2006] SC2705 Payment claim : DIY defence alleged claimant walked off site and defendant had to carry out remedial work. Defendant did not lead proof as to breach of contract or damages. Held : Original order to pay endorsed.	Young Bt QC. Sheriff Principal Sir Stephen S T	2006.07.14	Sheriffdom of Grampian Highland & Islands at Banff.
Determination of question of law s45	Taylor Woodrow Holdings Ltd v George Wimpey Southern Counties Ltd Rev 1 [2006] EWHC 1693 (TCC) Court, in support of arbitral proceedings, determined that the employer did not undertake the risk of structural problems in a bridge prior to architectural survey.	Jackson Mr Justice	2006.07.03	TCC
Subject to contract	Skanska Rasleigh Weatherfoil v Somerfield Stores Ltd [2006] EWHC 947 (TCC) Preliminary issue : how much if any at all of the terms of a letter headed subject to contract constituted a binding contract.	Ramsey Mr Justice	2006.04.28	TCC
Letters of Intent : successive	ERDC Group Ltd. v Brunel University [2006] EWHC 687 (TCC) Work carried out under a succession of letters of intent – each containing contracts – which succeeded and displaced the prior contract. In consequence at no time was there no contract in place – so valuation on the basis of quantum meruit not applicable. Contract terms clear and usable.	Lloyd HHJ Humphrey	2006.03.29	TCC
Costs : Adjudication	John Roberts Architects Ltd v Parkcare Homes (No. 2) Ltd [2006] EWCA Civ 64 Successful appeal against the 1st instance decision of HHJ Havery. On the correct interpretation of the clause “ <i>The Adjudicator may in his discretion direct the payment of legal costs and expenses of one party by another as part of his decision. The Adjudicator may determine the amount of costs to be paid</i> ” the adjudicator had jurisdiction over the outstanding issue as to costs even if the claimant withdrew the claim.	May LJ; Keene LJ; Scott Baker L	2006.02.09	CA

Withholding Notice	Peakwell Managment Ltd v Globalsantafe Drilling UK Ltd [2006] S.Ct A2661/05 Withholding notice : effect : Plant Hire / drilling rig : Non-construction case. The issue of a withholding notice under the terms of the contract resulted in a dispute crystallising : consequently, in the absence of resolution of the dispute no sums became due - so no action for summary enforcement of sums allegedly due under an interim payment scheme could lie.	Young Sheriff Principal Sir Stephen	2006.02.07	Sheriff's Court
Bias : Due Process : Role & relationship of certifier	Scheldebouw BV v St. James Homes (Grosvenor Dock) Ltd [2006] EWHC 89 (TCC) : Bailii Bias : Due Process : Can an employer appoint itself as Construction Manager / Contract Administrator / certifier ? Held : No - whilst an employee can be given that role - the employer himself cannot fulfil that role - there must be a degree of independence/professional separation. Semble - a party to a dispute or difference could not be an adjudicator/arbitrator in his own cause.	Jackson : HHJ Mr Justice	2006.01.16	TCC
Overspend – architects liability	Plymouth & South West Co-Op Ltd v Architecture, Structure & Man. Ltd [2006] EWHC 5 (TCC) Coop here recovered £1.2M of £2M overspend – against architects in charge of project design etc.	Thornton HHJ.	2006.01.10	TCC
Defective design	Ove Arup Ltd v Mirant Asia-Pacific Construction Ltd [2005] EWCA Civ 1585 Damages claim for defective design in relation to a coal fired generation plant in the Phillipines.CA on appeal from TCC (HH Judge Toulmin CMG, QC).	Mummery LJ; May LJ; Richards LJ.	2005.12.21	CA
Self Help : Harassment	Phillip Small v Andrew Martin [2005] EWHC 2969 (TCC) : HMCS Non-payment for construction works : cross claim for damages : Self help amounting to criminal harassment. Adjudication, mediation or litigation would have been preferable. Contractor's poor timesheets and evidence.	HHJ Toulmin CMG QC. John	2005.12.21	TCC
Consulting engineers fees	Clark Smith Partnership Ltd v Leyton Football Club [2005] ABC.L.R. 21/14 Payment dispute for work to football ground facilities..	Reese Mr Recorder Colin	2005.12.14	TCC
Loss of use	Bella Casa Ltd v Vinestone Ltd [2005] ABC.L.R. 12/09 Claims for loss of use of premises are not applicable to construction cases.	Coulson HHJ Peter	2005.12.09	TCC
Liability of surveyors for landslip	Offer-Hoar v Larkstore Ltd [2005] ABC.L.R. 12/02 Negligent geotechnical services resulted in landslip and damage to employers property and liability to neighbours. Action by subsequent owners of the site.	Wilcox HHJ David	2005.12.02	TCC
Warranties	Safeway Stores Ltd v Interserve Project Services Ltd [2005] EWHC 3085 (TCC) Sub-contractor - developer warranty limited in value to extent of liability of main contractor to sub-contractor. Since negative balance - no liability under warranty to the developer.	Ramsay Mr Justice	2005.12.01	TCC
Legal personality	Technip-Coflexip SA & Ors v Tube Tech International Ltd [2005] EWCA Civ 1369 Services supplied to a consortium : whether they acted together to form a contract and were liable on it – questions of agency and authority. Quantification of outstanding sums due on the contract. Unsuccessful appeal alleging the agreement was not for services but day rates only for men and equipment..	Brooke LJ; Carnwath LJ; Moses LJ	2005.11.22	CA
Time at large	Shawton Engineering Ltd v DGP International Ltd (t/a Design Group Partnership) [2005] EWCA Civ 1359 Time at large. CA.	May, LJ, Jacob LJ, Lloyd LJ.	2005.11.18	CA

Third Party Rights	Catlin Estates Ltd v Carter Jonas (a firm) [2005] EWHC 2315 (TCC) Third Party Rights : Right to recover on behalf of another : Shareholder rights : Defective Premises : Meaning of dwelling : Linden Gardens v Linesta Sludge revisited.	Toulmin HHJ John	2005.10.31	TCC
Notice Provisions	Clark Smith Partnership Ltd v Leyton Football Club [2005] EWHC 3102 (TCC) AEC Payment provisions : Whether notice pre-requisite to payment for variation.	Reese Deputy Judge Colin	2005.10.14	TCC
Design Liability	Brian Warwicker Partnership v Hok International Ltd [2005] EWCA Civ 962 Failed appeal against Mr Recorder Blunt's order of contribution by Architect for the damages due to property developers for defective design and build.	Vice Chancellor.; Arden LJ; Keene LJ	2005.07.27	CA
Limitation	Birse Construction Ltd v McCormick (UK) Ltd [2005] EWCA Civ 940 Failed Appeal : Establishing cause of action in a claim for breach of contract and Statutory Limitation.	Clarke LJ; Carnwath LJ; Patten. Mr Justice	2005.07.26	CA
Challenge s67 Jurisdiction : assignment of rights	Stansell Ltd v Co-Operative Group (CWS) Ltd [2005] EWHC 1601 (Ch) CRS business transferred to CWS. Successful appeal against interim award on jurisdiction based on existence of a contract : Prohibition against assignment upheld.	Blackburne HHJ	2005.07.22	QBD Chancery Division
ICChem E Red Book 3rd ed	Yorkshire Water Services Ltd. v Taylor Woodrow Construction Northern Ltd [2005] EWCA Civ 894 Appeal Failed. Consideration of terms of ICChemE Red Book 3rd Edition General Conditions of Contract	May LJ; Parker LJ Jonathan; Gibson Sir Peter.	2005.07.19	CA
Contribution from designers	Baker & Davies Plc v Leslie Wilks Associates (a firm) [2005] EWHC 1179 (TCC) Contribution sought from architects/designers.	Havery HHJ	2005.06.30	TCC
Insolvency : Petition Publication	RJBL Design Ltd v Hill Commercial Developments Ltd [(2005) Ch.Div. LAWTEL AC9100767] Petition to stop publication. Recorder held debt not denied and refused petition. Held : There was a dispute as to whether the architect was contracted to the petitioner in the first place, for the purposes of an application for winding up. This issue was not addressed. Decision set aside. Why petition for bankruptcy rather than adjudicate / litigate?.	Mann HHJ	2005.06.22	Chancery Division
Payment : Date of accrual : certification	Henry Boot Construction Ltd. v Alstom Combined Cycles Ltd. [2005] EWCA Civ 814 : Bailii When a cause of action arises in respect of claims for interim and final payment under construction contracts. Does time run from when an engineer makes a decision on an interim payment or when he should have made the decision? Or is the interim application subsumed into the final account. Engineer refused to take on board questions of limitation and certified payments for work done many years earlier. At first instance the judge arbitrator held that time ran from issue of certificate or failure to issue a certificate at the due time. Hence applications time barred. This was appealed here. Held : time runs from when the payment due by virtue of a certificate is not honoured. The interim applications could be held back to the final account. Hence, not time barred. (Note this contract was pre HGCRA payment scheme). Interest from time of due certification time barred.	Dyson LJ; Thomas LJ	2005/06/16	CA
Implied terms	E & J Glasgow Ltd v. UGC Estates Ltd [2005] ScotCS CSOH_63 When can terms be implied into a construction contract? In the circumstances, assertions of lack of information leading to variations and delay failed.	Eassie. Lord	2005.05.16	Outer House Court of Session

Novation	Quarmby Electrical Ltd. v Trant (t/a Trant Construction) [2005] EWHC 608 (TCC) Novation : Sub-contractor secured 4 contracts : Went into liquidation and on same day contracts novated. Work carried out. Payment refused on grounds of no contract. Held Novation : Valid contracts.	Jackson Mr Justice	2005.03.17	TCC
Litigation versus ADR	Machenair Ltd v Gill & Wilkinson Ltd [2005] EWHC 445 Dispute on Final Account : Role of the TCC in Construction Cases.	Jackson. Mr Justice	2005.03.14	TCC
Limitation	Abbott v Will Gannon & Smith Ltd. [2005] EWCA Civ 19 Accrual of action - statutory limitation -negligent design - Pirelli and Murphy revisited	Mummery LJ, Tuckey LJ. Clarke LJ.	2005.03.02	CA
LADs	Alfred McAlpine Capital Projects Ltd v Tilebox Ltd [2005] EWHC 2 Validity of liquidated damages clause.	Jackson. Mr Justice	2005.02.25	TCC
Management Contract	Great Eastern Hotel Company Ltd v John Laing Construction Ltd & Anor [2005] EWHC 181 Examination of performance of a construction management contract.	Wilcox HHJ David	2005.02.24	TCC
Settlement & part payment	NVC Constructional Services Ltd v. Teal [2005] ScotSC 11 Part payment in full and final settlement under Scots Law.	Cusine. Sheriff Douglas J	2005.02.09	Sheriff's Court Aberdeen
Unilateral mistake : rectification	George Wimpey UK Ltd. v VI Construction Ltd. [2005] EWCA Civ 77 Rectification will not be available in the absence of dishonest inducement of misunderstanding, by other party, of the terms of a contract. Mere knowledge of the other's misunderstanding, without more, is not enough.	Gibson LJ Peter Sedley LJ Blackburne Mr Justice	2005.02.03	CA
Oral & written terms	S & W Process Engineering Ltd v Cauldron Foods Ltd [2005] EWHC 153 Formation of a contract - oral and written terms.	Coulson. HHJ Peter	2005.01.29	TCC
Security - arrestment	Charles David Jackson v Laurieston Homes (Howood) Ltd [2005] CSOH 7 Non-payment of construction contract sums : Arrestment as security under Scottish Law.	Eassie Lord	2005.01.14	Outer House Court of Session
Legal personality	Tube Tech International Ltd v Technip-Coflexip SA & Ors [2005] EWHC 2 (TCC) Services supplied to a consortium : whether they acted together to form a contract and were liable on it – questions of agency and authority. Quantification of outstanding sums due on the contract.	Havery HHJ Richard	2005.01.12	TCC
Letters of intent	Emcor Drake & Scull Ltd v Sir Robert McAlpine Ltd [2004] EWCA Civ 1733 McAlpine asserted that a letter of intent accompanying a sub-contract for limited M&E works created an obligation to carry out all the works. Payment for subsequent works was held payable as a quantum meruit. Costs incurred procuring an alternative contractor refused.	Peter Gibson LJ; Clarke LJ; Keene LJ.	2004.12.21	CA
LADs inoperable	Taylor Woodrow Holdings Ltd & Anor v Barnes & Elliott Ltd [2004] EWHC 3319 (TCC) Unsuccessful appeal against arbitrator's finding that in the circumstances a provision for LADs was inoperable	Wilcox. HHJ David	2004.12.20	TCC
Limitation	Birse Construction Ltd. v McCormick (U.K.) Ltd [2004] EWHC 3053 Establishing cause of action in a claim for breach of contract and Statutory Limitation.	Coulson HHJ Peter	2004.12.09	TCC

Retention monies Release	Purac Ltd v. Byzak Ltd [2004] ScotCS 247 : Bailii Action for immediate payment. Release as between members of consortium following certification and payment made by client : VA Tech Wabag UK Ltd v Morgan Est (Scotland) Ltd distinguished. Summary enforcement resisted on grounds of arguable issue of defects.	Drummond Lord	2004.11.12	Outer House Court of Session
Payment dispute	Tombs v Wilson Connolly Ltd. [2004] ABC.L.R. 11/09 Labour only brick laying contract. Payment claim and counterclaim for damages to cover remedial work.	Coulson HHJ Peter	2004.11.09	TCC
Nominal damages	Birse v ETC [2004] EWHC 2512 Claim for alleged defects : Award of £2 nominal damages - the price of an empirical victory	Lloyd HHJ Humphrey	2004.11.05	TCC
Time bar	Peacocks Ltd v Chapman Taylor [2004] EWHC 2898 (TCC) Lawtel AC0108593 Time bars & Effective Service : Defendant asserted claim sent to wrong address and eventually served outside the statutory limitation period. In the circumstances court held, exercising its discretion, that there had been effective service within time. Similar issues regarding effective service could apply to adjudication and arbitration - and similarly in respect of limitation periods.	Thornton HHJ	2004.11.05	Chancery
Receivership : Impact on sums otherwise due.	Melville Dundas v Wimpey [2004] Payment provisions under HGCRA did not prevent a clause providing that upon receivership sums due would be governed by clause 27, even though this overrode sums which would otherwise have been due and payable	Clarke Lord	2004.10.24	Outer House Court of Session
Letters of intent	Mowlem v Stena [2004] EWHC 2206 Letters of Intent revisited.	HHJ Richard Seymour.	2004.10.06	TCC
Construction Contract. Payment Terms Scheme	Ruttle Plant Hire Ltd v S.S. for Environment, Food & Rural Affairs [2004] EWHC 2152 (TCC); Bailii Farm infrastructure building work covered by Act : Accordingly HGCRA payment provisions applied. In the circumstances - all issues of payment for construction work settled. Other issues distinct and not subject to the HGCRA. Separate part of contract - so easy to distinguish.	Thornton QC HHJ Richard	2004/09/29	TCC
Spoil - quantum	Skanska v Egger [2004] EWCH 1748 Final judgement on quantum in respect of disposal of spoil.	Wilcox. HHJ David	2004.07.30	TCC
Employer /S- Contractor relationship	PC Partitions v Canary Wharf [2004] EWHC 1766 Sub-contractor in dispute with main contractor struck a deal with the developer. Interpretation of and impact of that agreement	Seymour HHJ Richard	2004.07.28	TCC
Challenge s69	Mowlem Plc v PHI Group Ltd (2004) Lawtel AC0106829 Challenge failed - no case for a quantum meruit. Determinations of fact not challengeable.	Gilliland HHJ	2004.07.28	TCC
Contract terms	APC v Amey Construction Ltd [2004] ABC.L.R. 07/23 M6 Motorway refurbishment concession – terms of sub-contract – if any – and remuneration terms.	Mackay Lord	2004.07.23	Outer House Court of Session
Statement of claim : Amendment	Morgan v Hanson [2004] EWHC 1778 Application for amendment of statement of claim.	HHJ Richard Havery.	2004.07.22	TCC
Negligent design	Mirant-Asia Pacific v OAPIL [2004] EWHC 1750 Negligent design of foundations of power station.	Toulmin. HHJ	2004.07.21	TCC

ICHEM E Red Book 3rd ed	Yorkshire Water Services v Taylor Woodrow [2004] EWHC 1660 (TCC) Consideration of terms of IChemE Red Book 3rd Edition General Conditions of Contract	Forbes. Mr Justice	2004.07.08	TCC
Global Claims	John Doyle Construction Ltd V Laing Management (Scotland) Ltd [2004] A806/01 On appeal : Global claims are viable but the claimant must dissect each separate element and prove his case.	MacLean; Lord Johnston; Lord Drummond Young. Lord	2004.06.11	Extra Division Inner House Court of Session.
Global Award	Medtia v Hamid [2004] EWCA Civ 691 Scott Schedule ignored by judge and global award made. CA set aside the decision..	Pill LJ; Sir William Aldous.	2004.05.21	CA
Scope of Contract	Emcor Drake v Robert McAlpine [2004] EWHC 1017 Interpretation of scope of contract	Havery HHJ Richard	2004.05.07	TCC
LADs & Breach of Contract	Bath and North East Somerset District Council v Mowlem Plc [2004] EWCA Civ 115 Bath DC sought an injunction to prevent a breach of contract : Mowlem asserted right to continue breach on the basis that agreed LADs would provide Bath with adequate compensation. Court disagreed : LAD are not intended to validate a breach of contract..	Brooke LJ; Mance LJ; Parke LJ	2004.02.20	CA
Assessment of damages	Earls Terrace Properties Ltd v Nilsson Design Ltd [2004] EWHC 136 TCC Architect questioned applicable interest rate on award and set off a rise in property value, occurring because of delay taken into account.	Thornton J	2004.02.20	TCC
Architect - fees	Dinkha Latchin v General Mediterranean Holdings [2004] EWCA Civ 52 Oral design contract : Architect able to recover fees on a quantum meruit basis even though no written contract or instructions	Brooke LJ; Sedley LJ; Jacob LJ	2004.02.06	CA
Letter of intent : MOA	Petromec v Petroleo [2004] EWHC 127 Whether or not a Memorandum of Understanding constituted a contract - and if so – terms and liability thereafter.	Moore-Bick: Mr Justice	2004.02.02	Commercial Court
Payment Scheme Construction Contract.	JDM Accord Ltd. v S.S. Environment, Food & Rural Affairs [2004] EWHC 2 (TCC): Bailii Definition of construction operations : clean up operations following foot and mouth epidemic : application of HGCRA because payment provisions did not comply with statutory requirements.	Thornton QC HHJ Richard	2004.01.16	TCC
Challenge s69	Hallamshire Construction Plc v South Holland D.C. [2004] EWHC 8 (TCC) : Lawtel AC0106433 Whether or not a contract had been extended by variations a question of fact not law : viz not about what constitutes a valid contract. Decision not challengeable.	Thornton HHJ	2004.01.16	TCC
Fire – Architect's liability	Sahib Foods Ltd v Paskin Kyriakides Sands [2003] EWCA Civ 1832 Architects liability for fire : Whilst a fire was caused by the contractor's negligence, it was the poor design by the architect which led to it spreading further.	Ward LJ; Potter LJ; Clarke LJ.	2003.12.19	CA
Expert under IChemE	Rhodia Chirex Ltd v Laker Vent Eng. Ltd [2003] EWCA Civ 1859 Expert Determinator : Role of the Expert Determinator under the I.Chem E Contract.	Auld LJ, Hale LJ, Dyson LJ	2003.12.18	CA

Fees - Architect	Dinkha Latchin v General Mediterranean Holdings [2003] EWCA Civ 1786 Oral design contract : Architect able to recover fees on a quantum meruit basis even though no written contract or instructions.	Brooke LJ; Sedley LJ; Jacob LJ	2003.12.16	CA
Inhibitions and HRA	Amalgamated Roofing & Building Co v. Wilkie [2003] Scot CS 309 Human Rights Act : Court held that a lawfully applied inhibition is not contrary to HRA requirements in respect of quiet enjoyment of property.	T G Coutts, Q.C., Temporary Judge	2003.12.10	Outer House Court of Session
Defective design	Ove Arup v Mirant Asia-Pacific Construction (Hong Kong) Ltd. [2003] EWCA Civ 1729 Damages claim for defective design in relation to a coal fired generation plant in the Phillipines.	Auld LJ; May LJ; Jacob LJ.	2003.12.02	CA
Fire	Six Continents Retail Ltd v Carford Catering Ltd [2003] EWCA Civ 1790 Liability for Fire : Restaurant fire – installation of oven – manufacturer recommended a steel plate – owner advised but ignored – CA held contractor still liable – expertise.	Morritt; Sir Andrew Buxton LJ; Laws LJ	2003.11.05	CA
Finality of certificate	Cantrell v Wright & Fuller Ltd [2003] ABC.L.R. 07/30 Was a final certificate validly issued – and was the certificate issued final. Answer in both cases – NO.	Thornton HHJ Anthony	2003.07.30	TCC
Architect's Fees	Stephen Donald Architects v Christopher King [2003] EWHC 1867 Oral design contract : Architect unable to recover fees on a quantum meruit basis – court held that as part of a failed joint venture he has to suffer his own losses.	Seymour. HHJ Richard	2003.07.30	TCC
Determination of contract IFC 84	Robin Ellis Ltd v Vinexsa International Ltd [2003] ABC.L.R. 07/21 Arbitrator held that having given a valid notice the employer was entitled to determine a contract. Held on appeal that the determination was valid – and that an IFC contract had come into being.	Thornton HHJ Anthony	2003.07.21	TCC
Termination Provisions	Hadley Design Assoc. Ltd. v City of Westminster [2003] EWHC 1617 (TCC) Dispute as to which terms of a contract prevailed, where contract had been amended on a number of occasions : Had the claimant been paid design fees and was the contract lawfully terminated? Yes to both.	Seymour HHJ Richard	2003.07.09	TCC
Fire	Tesco Stores Ltd. v Costain Construction Ltd [2003] EWHC 1487 TCC Liability for Fire : Oral Contract for work on supermarket : Implied term as the good workmanlike manner and fitness for purpose : Architect could rely on contractor.	Seymour HHJ Richard	2003.07.02	TCC
Jurisdiction ; consolidation	Mabey & Johnson Ltd v Ecclesiastical Insurance office plc [2003] EWHC 1523 : Bailii Jurisdiction – separate cases : Failures in a bridge prompted revisiting and rectifying design in another : Held Separate contracts so separate causes of action and limitation times.	Morison Mr Justice	2003.06.27	TCC : QBD Commercial Division
Defective design	Mirant Asia-Pacific Construction Ltd v Ove Arup & Partners International Ltd (No.1) [2003] EWHC 1304 Negligent design of foundations of power station.	Toulmin. HHJ	2003.06.11	TCC
Guarantee	Actionstrength Ltd v International Glass Engineering 2 [2003] UKHL 17 Guarantees : A guarantee must be in writing under s4 Statute of Frauds 1677 - so a sub-contractor cannot rely on an oral promise	Bingham LJ; Woolf LJ; Hoffmann LJ ; Clyde LJ; Walker LJ	2003.04.03	House of Lords

Suspension of Works	Elvin Building Services v Peter Noble [2003] EWHC 837 (TCC) : Lawtel AC0104986 Non-payment : Right to suspend works - suspension not a breach of contract. Contractor entitled to payment for value of works done immediately prior to suspension.	Akenhead Recorder	2003.04.03	TCC
Defective Premises	Alderson v Beetham Organisations Ltd [2003] EWCA Civ 408 Defective Premises Act : Limitation Period	Aldous LJ; Judge LJ; Longmore LJ.	2003.04.02	CA
Retention	Twintec Ltd v GSE Building and Civil Engineering Ltd [2003] EWHC 605 (TCC) A right to retention will not be implied : there must be an express provision in a contract. An absence of a retention provision will not render a contract void for lack of essential terms.	Kirkham HHJ Frances	2003.03.24	TCC
Evidence	AG Falkland Islands v Gordon Forbes Construction (Falklands) Ltd [2003] F.I.S.Ct 14.03.2003 FIDIC 4th : Clauses 53 & 54 : Contemporary records in support of additional payments do not include notes made subsequently for the purpose of litigations. Falkland Islands Supreme Court, Sanders, Acting Judge, 14th March 2003	Sanders, Acting Judge	2003.03.14	Faulkland Islands SC.
Fire – architect’s liability	Sahib Foods Ltd v Paskin Kyriakides Sands [2003] EWHC 142 TCC Architects liability for fire : Whilst a fire was caused by the contractor’s negligence, it was the poor design by the architect which led to it spreading further.	Bowsher HHJ	2003.03.03	TCC
Insolvency & termination	Lomax Leisure Ltd. v Fabric London Ltd. [2003] EWHC 307 (Ch) Termination of a construction contract, on grounds of insolvency / liquidation is lawful under terms of construction contract.	Smith. Mr Justice Peter	2003.02.26	Chancery Division
Liability for fire loss/	GD Construction (St Albans) Ltd. v Scottish & Newcastle Plc [2003] ABC.L.R. 01/22 Employer under an IFC 84 contract failed to insure for fire as required by the contract. Employer sought to recover fire loss from the contractor. CA on successful appeal from TCC HHJ Seymour QC held that the contractor was exempt from liability – since this was an issue the contract required to be covered by joint insurance.	Ward LJ; Longmore LJ; Mr Justice Aikens.	2003.01.22	CA
Fire	Scottish & Newcastle v GD Construction [2003] HL[2003] EWCA Civ 16 Liability for Fire : Subcontractor not liable for fire under IFC Contract – covered by joint insurance – even if caused by negligence of subcontractor	Ward LJ Longmore LJ; Aitkens. Mr Justice	2003.01.22	CA
Letter of Intent	AC Controls Ltd v BBC [2002] EWHC 3132 (TCC) Limited Contractual scope of letter of intent : and terms of subsequent contract via correspondence.	Thornton HHJ Anthony	2002.11.26	TCC
Misrepresentation	Miller Group Ltd v Lloyds TSB Scotland Claimants asserted that a bank had represented that the bank would put a construction contract employer in sufficient funds to justify a contract being undertaken. Court found that there was no such representation.	Clarke Lord	2002.07.31	Outer House Court of Session.
Quantum meruit contract	Clarke & Sons v ACT Construction [2002] ABC.L.R. 07/16 The parties to an action agreed there was a contract but not on the terms. The judge determined there was no contract. The CA however determined that there was a contract on quantum meruit terms. Further dispute arose as to the relevant uplift entitlement on a quantum meruit basis. CA on appeal from the TCC (HHJ Thornton QC)	Ward LJ; Laws LJ; Keene LJ.	2002.07.16	CA
Pay when paid - Insolvency	Aqua Design v Kier [2002] EWCA 797 : Lawtel AC0102137 Developer insolvency exception to the bar on pay when paid clauses by the HGCRA.	Gibson LJ, Parker LJ Dyson LJ	2002.05.14	CA

Fire	CRS v Taylor Young Partnership [2002] UKHL 17 Liability for Fire : Subcontractor not liable for fire under JCT form of contract – prevented consultants from claiming a contribution from the Sub-contract. Appeal Failed	Bingham Lord; Mackay Lord ; Steyn Lord; Hope Lord ; Rodger Lord.	2002.04.25	House of Lords
Letter of intent	Weldmarc Site Services Ltd v Cubitt Building and Interiors Ltd - [2002] All ER (D) 242 (Apr) Letter of intent : implied contract : withdrawal from site – refusal to continue until paid. Held : unlawful repudiation. No damages due.	Havery HHJ Richard	2002.04.25	TCC
Global Claims	John Doyle Construction Ltd V Laing Management (Scotland) Ltd [2002] At first instance : Global claims are viable but the claimant must dissect each separate element and prove his case.	MacFadyen. Lord	2002.04.18	Outer House, Court of Session. CA
Strike out – abusive statement of claim	Glauser International SA v Khan (t/a Khan Design Consultants) [2002] ABC.L.R. 03/25 Claimants commenced proceedings prematurely without sufficient time to set out a supported statement of claim – having failed to rectify this situation during a 7 day extension of time granted by the trial judge the court struck out the action and a fresh claim brought thereafter. The CA held that there was no reason why a fresh claim could not be mounted once all the errors in the original claim had been put right.	Mance LJ	2002.03.25	CA
Admissibility – expert report out of time	Dew Pitchmastic Plc v. Birse Construction Ltd [2000] EWCH 169 Out of time expert report : Application to court to serve expert report out of time refused.	Lloyd HHJ Humphrey	2002.02.02	TCC
Settlement : scope : letter of intent	Mostcash plc v Fluor Ltd [2002] EWHC 265 (TCC) Whether terms of a settlement precluded claims on alternative grounds. Contract initiated on a letter of intent. Claim regarding design defects leading to corrosion of cladding. Separate and distinct claim – claim not barred.	Thornton HHJ Anthony	2002.01.11	TCC
Design Rights	Pearce v Ove Arup Partnership Ltd & Ors [2001] EWHC Ch 455 Architect : Intellectual Property : who owned the copyright in an architectural design - had a leading architect stolen the design from someone else ? Held : No in the circumstances	Mr Justice Jacob.	2001.11.02	Chancery
Surveyor's duty : liability : quantum	Farley v. Skinner [2001] ABC.L.R. 10/11 Surveyor failed to report on the extent to which property was affected by air traffic. The issue was specifically part of his remit. The owner ultimately decided to retain the property. Economic loss was not therefore an issue. Merely how much should be awarded for loss of amenity and enjoyment of property.	Steyn Lord ; Browne-Wilkinson Lord; Clyde Lord; Hutton Lord ; Scott Lord	2001.10.11	HL
Guarantee by employer to S/c : Oral	Actionstrength Ltd v International Glass Engineering 1 [2001] EWCA Civ 1477 An oral guarantee is unenforceable : s4 Statute of Frauds	Simon Brown LJ, Peter Gibson LJ, Tuckey LJ.	2001.10.10	CA
Contractor's liability for plant.	Hammersmith Hospitals NHS Trust v Troup Bywaters & Anders (A Firm) [2001] EWCA Civ 793 Liability of Mechanical Engineering contractors involved in installing incinerators at a hospital. The incinerators were below specification – the suppliers went into liquidation. Court at first instance and the CA in turn found that the Hospital accepted the choice of incinerator having conducted their own investigations. There was no reliance on TBA and hence no liability for negligent advice.	Brooke LJ ; Sedley LJ; Dyson LJ	2001.05.25	CA

Damages : non owner	Alfred McAlpine Construction Ltd v Panatown Ltd [2001] EWCA Civ 485: bailii Recovery of nominal or substantial damages by a non-owner.	Waller LJ; Mantell LJ; Mr Justice Newman.	2001.04.05	CA
Construction contract – existence of – quantum meruit	ACT Construction Ltd v E. Clarke & Sons (Coaches) Ltd [2001] ABC.L.R. 01/21 This judgment concludes that there was no relevant contract entered into for the work in question, that the claimant's entitlement is for a quantum meruit, that that entitlement is enforceable and not tainted by illegality and that an appropriate markup on unpaid invoices should be 15%. Previous payments, based on a higher markup, should remain unaffected.	Thornton HHJ Anthony	2001.01.21	TCC
Quantum Meruit : Tort	J. Jarvis & Sons Ltd v Castle Wharf Dev Ltd. [2001] EWCA Civ 19 On appeal – damages for loss and expense overruled.	Peter Gibson LJ Peter; Arden LJ; Collins. Mr Justice	2001.01.19	CA
Adjudication, arbitration or ADR	David Wilson Homes Ltd v Survey Services Ltd [2001] EWCA Civ 34: Bailii Dispute resolution clause required a dispute to be referred to a QC but did not say for what purpose. CA. held that it was implied that it was for determination of the dispute – so it was an arbitration clause, pursuant to s6 Arbitration Act 1996.	Simon Brown LJ, Longmore LJ.	2001/01/18	CA
Final certificate : duty to issue	Tameside MBC v. Barlow Securities Group Securities Ltd [2001] EWCA Civ 1 Duty to issue : Where the parties compromised a final account accepting no further sums were due on either side.	Henry LJ; Potter LJ; Mr Justice Wall.	2001.01.15	CA
Repudiation.	Dick van Dijk v Wilkinson t/a HFF Construction [2000] ABC.L.R. 12/15 Repudiation for non-payment – unlawful unless specifically allowed under contract. Application of <i>Ruxley</i> where dam not built to contract specifications.	Bowsher HHJ Peter	2000.12.15	TCC
Economic duress : settlement	Carillion Construction Ltd v Felix UK Ltd [2000] Lawtel AC0100155 Settlement of dispute achieved by economic duress.	Dyson HHJ	2000.11.06	TCC
Letters of intent	Hellmuth, Obata & Kassabum Inc v. Geoffrey King [2000] EWHC TCC 64 Work carried out for proposers of a company under letters of intent gave rise to liability of the promoters for the work done by architects – project designers, since the company was not ultimately formed.	Reese QC Colin	2000.09.29	TCC
Challenge s67 Jurisdiction : stay to arbitrations9	Birse Construction Ltd v St. David Ltd [2000] ABC.L.R. 08/17 No contract concluded. Arbitration agreement not alive. No stay to arbitration	Reese Mr Recorder Colin	2000.08.17	TCC
UCTA	Stent Foundations Ltd v. M J Gleeson Group Plc [2000] ABC.L.R. 08/09 Does the following clause offend the UCTA ? <i>"The Sub-Contractor shall be responsible for and indemnify the Contractor against any claims in respect of plant or tools of the Sub-Contractor or his workmen which may be lost or damaged by fire or any other cause and also be responsible for and indemnify the Contractor against any claims by the workmen of the Sub-Contractor in respect of the risks he is required to insure against under Clause 2.01 hereof".</i>	Bowsher HHJ Peter	2000.08.09	TCC
Final Certificates	London Borough of Barking & Deagenham v Terrapin Construction Ltd [2000] EWCA Civ 247 Pre-1998 JCT Clause 30.8.11 Design & Build : Led to amendments to later contracts : See also <i>Mowlem</i> . CA on appeal from HHJ Cyril Newman QC . Whilst the provisions of contract rendered the final account unchallengeable – this does not prevent claims for defective design that becomes apparent after completion.	Otton LJ, Buxton LJ, Hooper LJ	2000.07.31	CA

Damages : non-owner : Collateral Warranties	Alfred McAlpine Construction Ltd v. Panatown Ltd [2000] UKHL 43 Recovery of nominal or substantial damages by a non-owner. Recovery on behalf of third party : collateral warranties	Clyde LJ ; Goff LJ ; Jauncey LJ; Browne-Wilkinson LJ Millett LJ	2000.07.27	House of Lords
Jurisdiction : Clause 18(2) ICE 5th ed.	Lafarge Redlands Aggregates Ltd v Shephard Hill Civil Engineering Ltd [2000] ABC.L.R. 07/27 Contract called for three party arbitration : contractor unwilling to invoke tri-party arbitration : Held : Subcontractor entitled to submit dispute to a two party arbitral process for resolution.	Hope Lord ; Cooke Lord ; Clyde Lord ; Hobhouse Lord; Millett Lord.	2000.07.27	HL
Design liability for defective fire escape facilities	William Russell Adams v Rhymney Valley DC [2000] ABC.L.R 07/20 Council erred in installing lockable fire escape window on upper floor of council property. Children suffocated –being unable to escape through a locked window. CA on unsuccessful appeal from Mr Justice Thomas.	Morritt LJ; Sedley LJ; Staughton. Sir Christopher	2000.07.20	CA
Letters of intent : quantum meruit	Kvaerner Construction Ltd v Eggar (Barony) Ltd Preliminary question : Whether or not a contract was concluded for a timber plant – and method of assessment of sums due for construction. Held : contract constituted out of a range of documents. Quantum meruit not applicable.	Black HHJ Michael	2000.07.20	TCC
Condition precedent : contrast letter of intent	Stent Foundations Ltd v Carillion Construction (Contracts) Ltd 78 Con. L.R. [2000] ABC.L.R. 07/13 Sub-contract terms set out in advance of but dependent upon finalisation of main contract in order to come into force. Whilst work completed prior to main contract, once the main contract came into being it resulted in the sub-contract having been validly formed from the outset. Appeal rejected.	Swinton Thomas LJ; Brooke LJ; Hale LJ	2000.07.13	CA
Fire	CRS v Taylor Young Partnership [2000] EWCA Civ 207 Liability for Fire : Subcontractor not liable for fire under JCT form of contract – prevented consultants from claiming a contribution from the Sub contractor.	Peter Gibson LJ; Brooke LJ; Robert Walker LJ.	2000.07.04	CA
Termination	Rice (t/a Garden Guardian) v Great Yarmouth Borough Council [2000] APP.L.R. 06/30 Was the council entitled to terminate a ground maintenance contract in the absence of express cancellation provisions in the contract. Held No at first instance. CA on unsuccessful appeal from Norwich District Registry (HHJ Mellor)	Gibson LJ Peter ; May LJ; Hale LJ.	2000.06.30	CA
Damages – breach of competition rules	Harmon CFEM Facades (UK) Ltd v. House of Commons [2000] EWHC TCC 84 Quantification of damages for lost opportunity – in respect of breach of EEC public procurement regulations.	Lloyd HHJ Humphrey	2000.06.29	TCC
Retention.	Pitchmastic v Birse No1 [2000] 1998 TCC 159Q DOM /2 : Release of retentions and set off : Making good certificates.	Dyson HHJ	2000.05.19	TCC
Without prejudice offer	Pitchmastic v Birse No2 [2000] 1998 TCC 159Q Calderbank offers DOM/2 : Application on without prejudice offers and Calderbank payments in.	Dyson HHJ	2000.05.19	TCC
Letter of Intent	Serck Controls Ltd v Drake & Scull Engineering Ltd 73 Con. L.R. 100 (2000) AC8001504 Quantification of reasonable sums due under a letter of intent contract – viz assessment of quantum meruit.	Hicks HHJ John	2000.05.12	TCC

Fire : negligence : tort	Pride Valley Foods Ltd v. Hall & Partners [2000] EWHC TCC 106 Contract-Project Management-Role of Quantity Surveyor acting as Project Manager-Duty to warn clients of fire hazards-Causation-Contributory Negligence-Test whether defendants are Partnership or Limited Company-role of experts in relation to evidence of Project Management : Court found that even if the advice had been given it would not have been acted upon – so causation not established.	Toulmin HHJ	2000.05.04	TCC
Agreement to agree : Good Faith Agreement	Abballo (T/A G.F.A) v. Alstom UK Ltd [2000] EWHC Technology 122 : Bailii Good faith agreements and agreements to agree Mediation settlement was not reduced to writing. Enforcement refused : Mediation terms prevent mediator giving evidence – so settlement must be written.	Lloyd J Humphrey	2000.03.24	TCC
Letters of intent	Hescorp Italia SpA v. Morrison Construction Ltd, Impregilo UK Ltd [2000] ABC.L.R. 03/17 Application for summary judgement refused. No contract – valuation due as quantum meruit – requires a trial to determine sums due.	Hicks HHJ	2000.03.17	TCC
Expert report – out of time	Pitchmastic (Dew) Plc v. Birse Construction Ltd [2000] EWCH 169 : 1998 TCC 590 Out of time expert report : Application to court to serve expert report out of time refused	Lloyd HHJ Humphrey	2000.02.02	TCC
Liability in Tort to subsequent owners	Bellefield Computer Services Ltd v E Turner & Sons Ltd [2000] EWHC Admin 284 Bailii Liability in tort of builder to a subsequent owner for negligent construction which damages the property being developed and adjoining property. CA on appeal from QBD (Mr Justice Bell)	Schiemann LJ; Tuckey LJ; Mr Justice Wall	2000.01.28	CA
Retention Monies	Bouygues UK Ltd v. Dahl-Jenson UK Ltd [1999] EWHC Technology 182 Retention monies : Adjudication	Dyson HHJ	1999.12.17	TCC
Contractor's liability for plant.	Hospitals National Health Service Trust v Troup Bywaters and Anders (A Firm) [1999] EWHC TCC 273 Liability of Mechanical Engineering contractors involved in installing incinerators at a hospital. The incinerators were below specification – the suppliers went into liquidation. Held : the Hospital accepted the choice of incinerator having conducted their own investigations. There was no reliance on TBA and hence no liability for negligent advice	Toulmin HHJ	1999.11.12	TCC
Letter of intent : Stay to arbitration	J Jarvis v Galliard (1999) - AC7200524 Letter of intent : whether a contract - whether arbitrator had jurisdiction. AA 1950. Held : No contract – no arbitration.	Evans LJ, Schiemann LJ, Lindsay J.	1999.11.12	CA
Condition precedent : contrast letter of intent	Stent Foundation Ltd v Tarmac Construction (Contracts) Ltd [1999] ABC.LR 11/10 Sub-contract terms set out in advance of but dependent upon finalisation of main contract in order to come into force. Whilst work completed prior to main contract, once the main contract came into being it resulted in the sub-contract having been validly formed from the outset.	Dyson J	1999.11.10	TCC
Letter of intent : contract formation where performance bond prescribed.	Chiemgaue v New Millenium Experience (1999) AC7200580 Letter of Intent superseded by a contract – required contractor to provide a performance bond : failed to do so : employer unlawfully terminated the contract : did the performance bond act as a condition precedent / subsequent terminating the contract – thus preventing recovery for breach : Held No – not relevant to the action	Evans LJ; Chadwick LJ; Sir Christopher Staughton.	1999.11.03	CA
Public Procurement	Harmon CFEM Facades (UK) Ltd v. House of Commons [1999] EWHC TCC 199 Issue : Whether the EEC regulations on competition in public procurement had been complied with.	Lloyd HHJ Humphrey	1999.10.28	TCC

Extension of time : s12 AA 1996	Harbour & General Works Ltd v Environment Agency [1999] ABC.L.R. 02/19 CA on unsuccessful appeal from QBD, (Mr Justice Colman, QC) where an application to extend time to challenge an engineer's decision refused.	Waller LJ; Tuckey LJ	1999.10.12	CA
Jurisdiction	Dredging & Construction Co Ltd v D.T. Simmonds & Delta Civil Eng. Co Ltd. [1999] ABC.L.R. 10/07 Scope of jurisdiction of a sub-contract – where common issues between employer / contractor and contractor / sub-contractor were required to be submitted to a joint arbitration. Scope of s57 AA examined.	Wilcox HHJ David	1999.10.07	TCC
Bias : arbitration	Brian Andrews v. John H Bradshaw H Randell & Son Ltd [1999] ABC.L.R. 07/29 Did an impatient exchange between arbitrator and respondent raise a real possibility of bias? Not in the circumstances.	Nourse LJ, Mantell LJ Mance LJ.	1999.07.29	CA
Liability for delay	Ascon Contracting Ltd v Alfred McAlpine Constructring Isle of Man Ltd Ascon subcontracted to install foundations below sea level close to the sea. Took additional time because McAlpine failed to pump out sea water during high tides.	Hicks QC. John	1999.07.19	TCC
Double Jeopardy	Odebrecht Oil and Gas v North Sea Production Company Ltd [1999] EWHC TCC : Atkinson Law Expert empowered to estimate damages due under bonds for breach of contract – with power to subsequently revise and amend. Court examined the circumstances when revision is permitted and when it amounts to double jeopardy : same principles apply to adjudicators regarding issues previously determined by adjudication e.g. interim / final accounts.	Dyson J	1999/07/10	TCC
Consolidation of tenders	Rackline Ltd v National Library Of Wales [1999] EWCA Civ 1192 Rackline made three tenders and asserted that if accepted they would constitute one contract. Court held : Library accepted contract No3 alone.	Roche LJ; Tuckey LJ; Otton LJ	1999.04.16	CA
Collateral contract	Ellis Tylin Ltd v Co-Operative Retail Services Ltd [1999] ABC.L.R. 03/08 Service contract : Whether this was supplemented by an oral collateral contract – whether there was a right to lawfully terminate main contract : held : no collateral contract : termination was unlawful.	Bowsher HHJ Peter	1999.03.08	TCC
Extension of time : s12 AA 1996	Harbour & General Works Ltd v Environment Agency [1999] ABC.L.R. 02/19 Time to challenge an engineer's decision expired. Application for extension of time refused.	Colman Mr Justice	1999.02.19	TCC
Challenge s67 Jurisdiction	Birse Construction Ltd v St David Ltd [1999] ABC.L.R. 02/12 Jurisdiction : Proof of existence of a contract, containing an arbitration agreement that gave rise to jurisdiction and right to a stay to arbitration. S5 Arbitration Act. S9 Stay. S30 considered.	Lloyd Humphrey HHJ	1999.02.12	TCC
Joint – Expert Report : Privilege	Robin Ellis Ltd v Malwright Ltd [1999] ABC.L.R. 02/01 An Interim Joint Statement of the Valuation Experts was not subject to privilege and hence admissible.	Bowsher HHJ Peter	1999.02.01	TCC
Clause 52 ICE 6th Ed.	Henry Boot Construction Ltd v. Alstom Combined Cycles Ltd [1999] ABC.L.R. 01/22 Appeal against arbitrator's evaluation pursuant to clause 52 ICE 6 th Ed. Appeal failed – award remitted to arbitrator to take account of court's observations.	Lloyd Humphrey HHJ	1999.01.22	TCC
Letters of intent.	Murphy & Sons Ltd v. ABB Daimler-Benz Transportation (Signal) Ltd [1998] ABC.L.R 12.02 Letters of comfort / intent : whether a contract existed : whether party estopped from denying a contract.	Hicks HHJ	1998.12.02	TCC
Letters of intent.	Murphy & Sons Ltd v. ABB Daimler-Benz Transportation (Signal) Ltd [1998] ABC.L.R 12.02 Letters of comfort / intent : whether a contract existed : whether party estopped from denying a contract.	Hicks HHJ	1998.12.02	TCC

Retention Monies	Ballast Wiltshier Plc (formerly Nedham) v. Thomas Barnes [1998] EWHC TCC 306 Retention Monies : Interpretation of contract.	Bowhser HHJ	1998.07.29	TCC
Jurisdiction : Pre HGCRA	Beaufort Developments (NI) Ltd v Gilbert-Ash NI Ltd [1998] UKHL 19 Jurisdiction to open up and amend certificates available to judges. Northern Regional Health Authority v. Derek Crouch Construction Co. Ltd. [1984] Q.B. 644 wrongly decided and overruled. But where stated to be final arbitrators and adjudicators (see power in HGCRA and Scheme) need express power to open and revise.	Goff Lord LJ; Lloyd LJ; Nolan LJ; Hoffmann LJ; Hope LJ	1998/05/20	House of Lords
Global Claim	Bernhard's Rugby Landscapes Ltd v. Stockley Park Consortium Ltd [1998] EWHC TCC 326 Global Claims : Landscaping contract.	Lloyd HHJ Humphrey	1998.04.22	TCC
Double Jeopardy	Ron Jones (Burton-on-Trent) Ltd v John Stewart Hall, Jacqueline Dorothy Hall [1998] Adj.L.R. 04/07 Double Jeopardy : Attempt to keep items out of jurisdiction of arbitrator and submit them to a separate arbitration : Held : Not permitted in the circumstance of the case : First arbitrator's decision final in ruling out the items.	Lloyd Humphrey HHJ	1998.04.07	High Court Official Referee (TCC)
Architects liability	Joplings Ltd v L J Couves & Partners [1998] Lawtel AC7100016 Allocation of liability for bad design and bad workmanship between architect and glazing sub-contractor - RIBA Architect's Appointment provisions and the JCT Standard Form without the Contractor's Design Portion Supplement.	Newman J	1998.04.07	TCC
Design liability : letters of intent	George Fisher Holding Ltd v. Multi Design Consultants Ltd, [1998] EWHC TCC 329 Assessment of damages : design liability : Supplemental judgment deals with incorporation of terms in letters of intent.	Hicks HHJ John	1998.04.05	TCC
Retention : Set off	PC Harrington Contractors Ltd v Co Partnership Developments Ltd [1998] EWCA Civ 605 Release of Retention : Set off.	Stuart-Smith LJ. Morritt LJ; Walker LJ Robert.	1998.04.02	CA
Damages : non owner	Alfred Mcalpine Construction Ltd v Panatown Ltd [1998] EWCA Civ 454: bailii Recovery of nominal or substantial damages by a non-owner.	Evans LJ; Hutchison LJ; Mantell LJ.	1998.03.13	CA
Letter of intent and comfort	Midland Veneers Ltd v Unilock HCP Ltd [1998] EWCA Civ 448 Whether or not a contract brokered and if so on what terms. Judge found there was no contract. This was a finding of fact not law and thus not amenable to appeal.	Evans LJ; Peter Gibson LJ; Thorpe LJ;	1998.03.12	CA
Leave to amend : grounds	JFS (UK) Ltd, Tilghman Wheelabrator Ltd v. DWR Cymru Cyf [1998] EWHC TCC 336 S35(3) Limitation Act 1980. "... neither the High Court nor any county court... shall allow a new claim ... other than an original set-off or counterclaim, to be made in the course of any action ... " Leave granted. Thornton Q.C. TCC. 3rd March 1998	Thornton HHJ	1998.03.03	TCC
Collateral contract - warranty	George Fischer Holding Ltd v Multi Design Consultants Ltd 61 ConLR 85 Designers warranted performance by the main contractor in respect of a warehouse development under a collateral contract. Supplemental judgment deals with incorporation of terms in letters of intent.	Hicks HHJ John	1998.02.10	Official Referee
Damages : non owner	Alfred Mcalpine Construction Ltd v Panatown Ltd [1998] EWCA Civ 154: bailii Recovery of nominal / substantial damages by a non-owner.	Evans LJ; Hutchison LJ; Mantell LJ.	1998.02.05	CA

Quantum meruit versus quantum	Hall & Tawse South Ltd v. Ivory Gate Ltd [1997] EWHC TCC 358: bailii Reasonable sums due and quantum meruit distinguished : where a contract is in a very brief form and does not specify sum due, costings to be determined on the evidence.	Thornton HHJ	1997.11.21	TCC
Abatement and set off	Mellowes Archital Ltd v Bell Projects Ltd [1997] EWCA Civ 2491: Bailii Set off under DOM/1. Inter-relationship between set off and abatement : Are the mutually exclusive?	Butler-Sloss LJ; Hobhouse LJ; Buxton LJ.	1997/10/15	CA
Employer / S/C liability : tort	Plant Construction plc v Clive Adam Associates 55 ConLR 41 Duty of care if any owed by employer to subcontractors, when a roof collapsed at the works - where liability was admitted by the main contractor.	Lloyd QB HHJ Humphrey	1997.07.31	Official Referee
Confidentiality : parties to arbitration	CWS Engineering Group v Birse Construction Ltd [1997] EWCA Civ 2062 Construction arbitrations : Main & sub contracts in JCT form: First arbitration between employer & contractor : but employer played no part - running made by sub-contractor : Found no fault on contractor or sub-contractor & monies due to both : Employer went into liquidation ; Subcontractor successfully enforced payment from contractor. AA 1979.	Nourse LJ; Roche LJ; Phillips LJ;	1997.07.09	CA
Finality of architects certificate	Beaufort Developments (NI) Ltd v Gilbert-Ash Ltd (1997) 83 BLR 1 Power of court to open up an architects certificate. <i>Northern Regional Health Authority v Derek Crouch Construction Co Ltd</i> (1984) applied. NB overturned on appeal to HL.	Carswell LCJ, Nicholson LJ, Hutton Sir Brian	1997.04.21	CA
Contract formation	VHE Construction Plc v. Alfred McAlpine Construction Ltd [1997] EWHC TCC 370 Existence of a contract : Novation : Letters of Intent : Yes : Blue Form. Terms determined by construction of agreement - not through conflicting evidence.	Bowsher HHJ Peter	1997.04.14	TCC
Tomlin order – subsequent costs of enforcement	Wallace v. Brian Gale & Associates (a firm) [1997] EWHC TCC 371 : bailii Tomlin Order - settlement of building dispute. Remedial work involved. Claimants then sought a declaration that the plaintiffs\' costs of and concerned with the implementation of the order are to be borne by the defendant. Order granted.	Lloyd HHJ Humphrey	1997.03.07	TCC
Global Claim	Bernhard's Rugby Landscapes Ltd v. Stockley Park Consortium Ltd [1997] EWHC TCC 374 Global Claims : Landscaping contract.	Lloyd HHJ Humphrey	1997.02.07	TCC
Assignment : set off	Midland Land Reclamation Ltd, Leicestershire CC v. Warren Energy Ltd [1997] EWHC TCC 375 : bailii Payment claim : validity of assignment - whether or not set off allowed.	Bowsher HHJ	1997.01.20	TCC
Assignment – right to arbitrate	Flood v Shand Construction Ltd [1996] EWCA Civ 1241 A provision in a contract limiting assignment to sums due did not extend to assignment of right to question an engineer's decision by arbitration	Butler-Sloss LJ; Evans LJ; Sir Iain Glidewell	1996.12.18	CA
Settlement – purported counterclaim	Chandler v Welland (t/a IJ Welland Building Contractor) [1996] ABC.L.R. 12/05 Payment problems arose in respect of a domestic contract when the employers encountered marital problems. The Builder obtained a C.C.J and entered a charge on the property. 4 years later the wife paid the sums due in order to release the charge then attempted to pursue a counterclaim for defects which was dismissed by the judge – the settlement ended all claims. CA on unsuccessful appeal from QBD. (Mr. Justice Popplewell)	Hirst LJ; Judge LJ	1996.12.05	CA

Stay to arbitration s5 A.A. 1950	Andrews, Trustee Of Property Of v Brock Buildings (Kessingland) Ltd [1996] EWCA Civ 1023 Dispute about delay on a contract. Sub-contractor alleged contractor responsible. Contractor terminated the contract. Sub-contractor put into liquidation by a creditor for £8K. Administrator in pursuit of £120K. Contractor commenced action for £60K for delay. Sub-contractor applied for a stay to arbitration – acceded to at first instance – sub-contractor likely to recover £70K for wrongful determination – contractor claim likely to fail. Appeal on grounds of sub-contractor's poor financial status. Appeal failed : Appears likely that the sub-contractor's financial state due to the contractor's wrong doing. Stay to arbitration affirmed.	MR. Aldous LJ; Brooke LJ	1996.11.21	CA
Abatement and Set off	Foster Wheeler Wood Group Engineering Ltd v Chevron UK LTD (1996): Lawtel AC72008463 Whether set off / abatement available as a defence to a claim for payment of design and drawing service – to a North Sea Oil rig available for work not done and for damages for defective works amounting to breach of contract. Held – Notionally Yes – this was a work and labour contract – not professional services but in the circumstances the contract already provided sufficient remedies so implied term for abatement not needed.	Lloyd HHJ Humphrey Official Referee	1996/02/29	QBD Official Referees Court (Now TCC)
Jurisdiction : Stay : Pre HGCRA	Cape Durasteel Ltd v Rosser & Russell Building Services Ltd [1995] : Lawtel AC0300143 An agreement to adjudicate is similar to and should be treated in the same way as an agreement to arbitrate. There was no definitive definition of what adjudication constituted. Contractual adjudication agreement - predating HGCRA.	Lloyd HHJ Humphrey Official Referee	1995/08/04	QBD Official Referee
Damages - assessment	Ruxley Electronics & Construction Ltd v Forsyth [1995] UKHL 8 : bailii Damages for breach of contract : Assessment based on economic loss - not on cost of restatement unless it goes to the heart of the commercial purpose of the contract.	Keith Lord ; Bridge Lord ; Jauncey Lord ; Mustill Lord ; Lloyd Lord	1995.06.29	HL
Dispute, meaning of	Cruden Construction Ltd v Commission for the New Towns [1995] 2 Lloyd's Rep. 387 Declaration granted that a dispute had not yet crystallised –arbitration invalid. Whilst a demand had been made which had not been satisfied, insufficient detail of the complaint had been provided for the other party to be able to make any decision as to whether or not to pay. Referred to as an authority in a number of the construction adjudication cases canvassing the issue of what is a dispute	Gilliland QC : Official referee	1994/12/21	QBD
Third party rights	Darlington Borough Council v Wiltshier Northern Ltd [1994] EWCA Civ 6 : bailii Damages post assignment : third party rights : exceptions.	Dillon LJ Steyn LJ, Waite LJ.	1994.06.28	CA
Pollution	Cambridge Water Co Ltd v Eastern Counties Leather plc [1993] UKHL 12 : bailii Liability for occupier of land for pollution of the underground water table - torts of nuisance and Rylands v Fletcher.	Templeman Lord: Goff Lord; Jauncey Lord ; Lowry Lord : Woollf Lord	1993.12.09	HL
Letter of intent : arbitral jurisdiction	Smith & Gordon Ltd v John Lewis Building Ltd (1993) LAWTEL AC0300166 Contract never concluded. In consequence the arbitration provision not operative. Claim to be pursued by litigation.	Dillon LJ, Mann LJ, Steyn LJ.	1993.11.30	CA

Assignment	Linden Gardens Trust Ltd v Lenesta Sludge Disposals Ltd [1993] UKHL 4 : bailii Employer assignment of benefit of construction contract - whether effective and whether original employer can recover on behalf of subsequent owner. Prohibition against assignment of benefit and burden under a construction contract. Joint action with <i>St. Martin's Property Corp Ltd v Sir Robert McAlpine & Sons Ltd</i> .	Keith Lord ; Bridge Lord; Griffiths Lord ; Ackner Lord ; Browne-Wilkinson Lord	1993.07.22	HL
Jurisdiction : Stay : Pre HGCRA	Channel Tunnel Group Ltd v Balfour Beatty Construction Ltd [1993] AC 334 HL. : Lawtel Stay of action to Construction Adjudication Board.	Keith LJ Goff LJ, Jauncey LJ, Browne Wilkinson LJ Mustill LJ	1993/01/21	House of Lords
Jurisdiction : Adjudication Pre HGCRA	Drake and Scull Engineering Ltd v McLaughlin and Harvey plc (1993) 60 BLR 102 Set off dispute. Adjudication pursuant to Cl 23 Dom/1 – adjudicator ordered payment into a trustee stakeholder a/c pending outcome of arbitration. Court granted a mandatory injunction enforcing adjudicator's decision.	Bowsher HHJ	1993/01/01	QBD
Construction Contract : Formation	Percy (G) Trentham Ltd v Archital Luxfer Ltd 1993] 1 Lloyd's Rep. 25 The court had to decide whether or not a construction contract had been concluded. The court concluded that a contract had been concluded, either as confirmed by a series of communications or at the very least on the basis of <i>Brogden v Metropolitan Railway</i> (1877) 2 A.C. 666 implied contract by performance. See however cases on what is a “written contract” for the purposes of adjudication and arbitration.	Neill LJ, Gibson LJ Steyn LJ	1992/07/20	CA
Letters of intent : reasonable costs	CJ Sims Ltd v Shaftesbury 60 BLR 94 Letter of intent : Contract provided - P will be reimbursed their reasonable costs , all of which must be substantiated in full to the reasonable satisfaction of D's quantity surveyor - in the absence of such proof payment not recoverable.	Newey HHJ	1991.02.15	QBD
Local Authority : tortuous liability	Murphy v Brentwood District Council [1991] UKHL 2 : bailii Liability of Local Authorities for negligently approving construction works. Overturns <i>Anns v Merton LBC</i> - discusses pure economic loss and policy issues.	Mackay (LC) Lord ; Keith Lord; Bridge Lord; Brandon Lord; Ackner Lord; Oliver Lord ; Jaunce Lord y	1990.07.26	HL
Jurisdiction : Adjudication Pre HGCRA	Cameron v Mowlem (1989) 52 BLR 25 : 25 Con.L.R. 11 Court restricted the jurisdiction of the adjudicator to a very narrow sphere of activity – namely set-off and destination of the sums awarded. Court refused to enforce adjudicator's decision regarding the total sum due under the contract. This power court not be inferred – it had to be expressly stated. Arbitration required. Dom/1 Form of contract. Compare however the approach of the courts to the jurisdiction of an adjudication in relation to the scope of the dispute as described by the notice and referral documents. Jurisdiction will extend to those matters inextricably linked to and necessary to decide in order to decide the matter and see <i>Drake & Scull v McLaughlin & Harvey [1993]</i> .	Neill LJ, Balcombe LJ Mann LJ	1989/11/20	CA
Valuer : third party liability	Smith v Eric S Bush (A Firm) [1990] UKHL 1 : bailii Liability of a mortgage company valuer to the purchaser to exercise a duty of skill and care where purchaser relies on the information.	Keith Lord; Brandon Lord ; Templeman Lord; Jauncey Lord.	1989.04.20	HL

Main contractor liability for sub-contractor's defaults	D & F Estates v Church Commissioners for England [1988] UKHL 4 : bailii Liability of main contractor for negligence of sub-contractors - scope of MCs duty of care.	Bridge Lord; Templeman Lord; Ackner Lord; Oliver Lord; Jauncey Lord.	1988.07.14	HL
Jurisdiction : Opening up certificates	Northern Regional Health Authority v Derek Crouch Construction Co Ltd [1984] 1 Q.B. 644 Arbitration clause gave the arbitrator the power to " <i>open up review and revise any certificate</i> " of the architect. Held : this special power was confined to the arbitrator, on whom it had been conferred : It could not be exercised by the courts. Application to stay arbitration refused since arbitration was the only way to challenge an architect's certificates. But see now Beaufort Developments Ltd v Gilbert-Ash [1998] which overturned Crouch and see HGCRA which specifically gives an adjudicator the power to open up and revise certificates..	Donaldson M.R. Dunn LJ, Browne-Wilkinson LJ.	1984/02/17	CA
Pure economic loss	G.U.S. Property Management Ltd. v. Littlewoods Mail Order Stores Ltd [1982] S.C. (H.L.) 157 Title to sue : action in delict (tort) – for alleged damage during boring work on foundations to neighbouring land. Duty of care of engineers : pure economic loss. Liability . Appeal against CA successful – 1 st instance judgement restored.	Diplock Lord, Fraser Lord, Keith Lord, Roskill Lord Brightman Lord	1982.06.17	HL
Letters of intent : quantum meruit	British Steel Corp v Cleveland Bridge & Engineering Co Ltd. [1984] 1 All.E.R. 504 Where construction work is carried out on the understanding that it will be paid for but no contract is concluded, the contractor is entitled to be remunerated on a quantum meruit basis.	Goff J Robert	1981.12.21	QBD
Pure economic loss	G.U.S. Property Management Ltd. v Littlewoods Mail Order Stores Ltd [1981] ABC.L.R. 03/12 Title to sue : action in delict (tort) – for alleged damage during boring work on foundations to neighbouring land. Duty of care of engineers : pure economic loss. Liability denied. Appeal successful	President Lord	1981.03.12	Inner House Court of Session
Pure economic loss	G.U.S. Property Management Ltd. v Littlewoods Mail Order Stores Ltd [1981] ABC.L.R. 03/12 Title to sue : action in delict (tort) – for alleged damage during boring work on foundations to neighbouring land. Duty of care of engineers : pure economic loss. Liability	Stewart Lord	1981.03.12	Outer House Court of Session
Collateral Contracts	Howard Marine and Dredging Co. Ltd v A. Ogden & Sons (Excavations) Ltd. [1977] EWCA Civ 3 Whether or not there was a collateral contract regarding capacity of vessels for dumping spoil at sea : whether breached : and quantum of damages for breach.	Denning MR; Bridge LJ; Shaw LJ.	1977.12.13	CA
Local Authority : tortious liability	Anns v Merton London Borough Council [1977] UKHL 4 : bailii Liability of local authorities for defects in dwellings constructed by builders in their area. (subsequently overturned by Murphy v Brentwood [1990]).	Wilberforce Lord; Diplock Lord ; Simon Lord ; Salmon Lord ; Russell Lord.	1977.05.12	HL
Frustration : Case stated : Arbitration	Davis Contractors v Fareham Urban DC [1956] UKHL 3 : bailli Did the unavailability of labour and material resulting in an overrun of 23 weeks in a construction contract strike at the heart of the contract, displacing it and making the employer liable on a quantum meruit basis for services? Held : No : Result : contract breached by late performance.	Simonds Viscount Morton Lord; Reild Lord Radcliffe Lord; Somervell Lord	1956.04.19	HL

