

PREFACE

Most disputes in construction law raise questions such as whether there is a contract and if so what are its terms and the meaning of those terms. The questions apply to contracts for works as well as services. The topics have become more important than ever with the development of adjudication as the dominant method of dispute resolution, since the jurisdiction of the adjudicator in most cases requires the existence of a contract.

This book started as a compilation of previous articles, lectures and legal submissions prepared during my involvement in construction disputes. As the compilation became more structured it provided a framework for examination of specific construction law topics taking into account the continuous publication of decided cases.

Early chapters were published as an e-book on www.atkinson-law.com. The response by frequent readers was very favourable and suggested that the approach adopted was helpful to the construction industry. Hence this book which updates and supersedes the e-book no longer available and includes additional topics.

In various parts of this book I have identified construction practice and the relevant practical problems that arise. To a large extent this is based on my own experience over 40 years as an engineer and subsequently as a lawyer as well as decided cases in construction. I have identified the essential legal principles in order to provide practical answers to questions of contract formation, terms and interpretation.

The approach in this book is to identify information which I would require in order to apply the principles to practical problems, so that extensive reference is made to decided cases.

Daniel Atkinson July 2012

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