

# Litigating the Meaning of Contract Language? Consider Retaining an Expert



A new article published by **Ken Adams**, president of **Adams Contracts Consulting LLC**, explains how to reduce the chances of the confusion that results when a judge or litigator without a grounding in the subject analyzes ostensibly ambiguous contract language.

The article is posted on Thomson Reuters' **Legal Solutions Blog**.

"A problem with resolving disputes over ambiguous, or allegedly ambiguous, contract language is that ambiguity is a complex topic—it arises in different ways, many of them far from obvious. So when a judge or litigator without a grounding in the subject analyzes ostensibly ambiguous contract language, confusion often results," he writes.

**His article** cites some examples of courts resolving disputes over the meaning of contract language in ways that don't make sense, including how the Second Circuit Court of Appeals invoked a principle of interpretation that's markedly at odds with English usage, how the Third Circuit Court of Appeals opted for an unreasonable interpretation of an *or*, and how the Federal Circuit misanalyzed the phrase *at least one of X and Y*.

**Read the article.**