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.