

The Case of the Missing Apostrophe in the Contract

The outcome of a suit involving a contract between a general contractor and a subcontractor hinged on an apparently missing apostrophe in the agreement, writes **Keith Paul Bishop** in the Allen Matkins **California Corporate & Securities Law** blog.

The provision reads: “Ten percent (10%) of Subcontractor’s contract amount shall be withheld and will be released 35 days after completion of subcontractors work.”

The subcontractor abandoned the job, but later argued that the reference to “subcontractors” (no apostrophe) must mean any subcontractor, not just itself. Thus, it was entitled to payment of the retention when the replacement subcontractor finished the job, the original sub argued.

Read the article.