



---

## LEGAL BRIEFING

### *Camillin Denny Architects Ltd v Adelaide Jones & Company Ltd*

[2009] EWHC 2110 (TCC), Mr Justice Akenhead

#### *The Facts*

Camillin Denny Architects provided architectural services in respect of a refurbishment and extension project in Mayfair. They sought enforcement on an adjudicator's decision issued on 26 June 2009 requiring Adelaide Jones to pay them £76,905.27 plus interest, costs and the adjudicator's fees.

#### *The Issue*

The issue here was whether Adelaide Jones have been replaced by novation by Euro Construction and Building Ltd. If so, the decision would be unenforceable. There was a further issue as to whether the adjudicator had been biased.

The premises in Mayfair were owned by a company incorporated in the Bahamas. Work initially commenced at the request of Adelaide Jones, although there were discussions about novation to another company as well as various exchanges between the parties. In summary, it appears that there was a binding contract from early February 2008 and discussions about a potential novation to Euro Construction. However, Euro Construction did not exist, or exist sufficiently in law and had not been incorporated. Alternative proposals were made in July 2008, but before any decision agreement had been reached Camillin Denny's services were terminated.

#### *The Decision*

Mr Justice Akenhead concluded that there was a contract between Camillin Denny and Adelaide Jones, and despite discussions about novation and other alternatives none of these options had been agreed. As a result the adjudicator had jurisdiction to make his decision.

#### *Comment*

Of more interest, Akenhead J also held that once the adjudicator was properly appointed in respect of this initial contract, he had jurisdiction to decide whether other later requests were variations to the first contract or stood on their own as entirely new contracts in their own right. The adjudicator therefore had sufficient jurisdiction to decide to deal with these further matters. The suggestion that the adjudicator was biased was readily dismissed. Adelaide Jones was simply arguing that an unbiased adjudicator could not have reached the decision in respect of costs that the adjudicator reached. However, the adjudicator appeared to have taken into account the submissions by the parties and therefore had jurisdiction to make the decision.

The entire decision was therefore enforced.

Nicholas Gould  
February 2010

---