

Two major innovations in this edition are chapters on Force Majeure Clauses (Chapter 13) and Dispute Resolution Clauses (Chapter 18). In consequence the numbering of chapters between old Chapters 13 and 17 has been changed. I have introduced paragraphs on published precedents⁵; the maxim *noscitur a sociis*⁶; blank spaces⁷ and an expanded paragraph about deeming clauses.⁸ I have also taken the opportunity to rewrite the paragraphs on incorporation of terms; and to split up other paragraphs that were becoming too unwieldy. I have also rearranged parts of the text in order to improve its readability. The flow of cases about the interpretation of contracts has continued unabated; and I have tried to incorporate all those that shed light on the problems of contractual interpretation.

It is a forlorn hope to suppose that contracts will ever be free of “doubt and contradiction” but the purpose of this book will be served if it provides practising lawyers with a source book of arguments to advance their clients’ cause. I have made use of materials available to me as at the end of July 2011.

May I end, as in previous editions, with the wise words of Megarry J. in *Cordell v Second Clanfield Properties Ltd*⁹:

“It seems to me that words in a book written or subscribed to by an author who is or becomes a judge have the same value as words written by any other reputable author, neither more nor less.”

Kim Lewison
Royal Courts of Justice
September 2011

⁵ Para.3.06.

⁶ Para.7.14.

⁷ Para.8.16 (suggested by David Hughes).

⁸ Para.14.12.

⁹ [1969] 2 Ch. 9.

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