

## **An adjudicator can recover his fees from a party who questions his jurisdiction**

***Christopher Michael Linnett v Halliwells LLP*** [2009] EWHC 319 (TCC). This case raises an important question concerning the ability of an adjudicator to recover his fee from a responding party to an adjudication when that party raises questions of jurisdiction. Linnett, the claimant, had been nominated by RICS in relation to a contractual dispute between Halliwells and ISG. Halliwells failed to respond to the adjudicator's invitation to agree his terms and instead challenged the adjudicator's jurisdiction on the basis that the referral was served out of time. The adjudicator rejected the jurisdictional argument and subsequently issued his award against Halliwells. The adjudicator then raised his invoice, which Halliwells refused to pay, contending that it was not liable directly to the adjudicator for his fees and expenses, having objected to his jurisdiction. Halliwells argued that the adjudicator could only recover his fees from the referring party, as there was no contract between Halliwells and the adjudicator. The adjudicator argued that Halliwells was liable for his fees as it was fully involved in the adjudication proceedings. The court agreed. Halliwells was liable for the adjudicator's fees, as by participating in the adjudication, it had entered into a contract formed by conduct.