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Dispute Thinkers - Haidt - The 650,000 GBP That Never Disappeared

How do you lose £650,000 without spending it, stealing it, or changing the contract?

That was the puzzle in the 2026 TCC case of Westgreen Construction v Kiryukhina.

And the answer is less about construction law than about something far more dangerous:

the human brain.

Westgreen had received **£650,000 in advance payments.**

The contract said precisely when they could be clawed back.

None of those trigger events had happened.

An earlier repayment mechanism had even been proposed.

Westgreen said no.

So the contractual position was about as complicated as a traffic light.

Red means stop.

Then Interim Certificate 25 arrived.

And somehow, the £650,000 vanished from the valuation.

Not because the contract had changed.

Not because the trigger had occurred.

Not because the parties had agreed.

It disappeared through that lesser-known rule of accountancy:

if you want something badly enough, apparently you just subtract it.

The adjudicator was unimpressed.

So was the Technology and Construction Court.

And this is where the psychology becomes interesting.

Psychologists call it **motivated reasoning**, a phenomenon explored by Ziva Kunda and later popularised by Jonathan Haidt through his famous rider-and-elephant model.

We like to think we examine the facts, weigh the evidence, and then reach a conclusion.

Sometimes we do the opposite.

We reach the conclusion first, then send the brain off to find respectable arguments to support it.

Social psychologist **Jonathan Haidt** has compared reasoning to a press secretary.

Its job is not always to discover whether the boss is right.

It is to explain why the boss was right all along.

Once you've decided £650,000 **ought** to be repayable, every obstacle starts looking like somebody else's mistake.

First, the money should have been repaid.

Then jurisdiction.

Then natural justice.

Then a stay.

Notice the pattern?

The conclusion never changes. Only the route to it does.

Jurisdiction and natural justice are serious principles.

They are not emergency exits for an argument that has become contractually inconvenient.

The court rejected the lot. The adjudicator had decided the dispute referred to him. The parties had every opportunity to address the issues.

And, rather critically, the contractual trigger for repayment **still had not occurred**.

Westgreen recovered the **£650,000**, plus VAT, interest, the adjudicator's fee and indemnity costs.

So, back to the mystery.

How did £650,000 disappear?

Legally, it didn't.

It disappeared only inside a chain of reasoning already committed to the belief that it should.

The biggest danger in a dispute is often not misunderstanding the contract.

It is becoming so attached to an outcome that your brain quietly becomes its press secretary.

So before launching into jurisdiction, natural justice, or any other wonderfully expensive line of attack, ask yourself one uncomfortable question:

Am I analysing the contract... or defending a conclusion?

Because sometimes the clause isn't the problem.

The brain is.

Sources and additional information:

1. Haidt, J. (2006). The Happiness Hypothesis: Putting Ancient Wisdom to the Test of Modern Science. Penguin Books.
2. Haidt, J. (2012). The Righteous Mind. Penguin Books.
3. Kahneman, D. (2011). Thinking, Fast and Slow. London: Allen Lane. Thinking, Fast and Slow.
4. Kunda, Z. (1990). The case for motivated reasoning. Psychological Bulletin, 108(3), 480-498.
<https://doi.org/10.1037/0033-2909.108.3.480>
5. Peters, S. (2021). A Path through the Jungle (A Psychological Health and Wellbeing Programme to Develop Robustness and Resilience). Mindfield Media Limited. Kindle Edition
6. Simler, K., & Hanson, R. (2018). The Elephant in the Brain: Hidden Motives in Everyday Life. Oxford University Press.

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