ARBITRATION PRACTICE AND PROCEDURE

INTERLOCUTORY AND HEARING PROBLEMS

THIRD EDITION

PROFESSOR D. MARK CATO

FOREWORD BY LORD MUSTILL

LLP

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By

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LORD MUSTILL

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ARBITRATION PRACTICE AND PROCEDURE

THIRD EDITION

Interest in Goods
edited by Norman Palmer and
Ewan McKendrick
(1993)

EC Banking Law
second edition
by Marc Dassesse, Stuart Isaacs QC
and Graham Penn
(1994)

The Law and Practice Relating to
Appeals from Arbitration Awards
by D. Rhidian Thomas
(1994)

Force Majeure and Frustration
of Contract
second edition
edited by Ewan McKendrick
(1995)

The Practice and Procedure of
the Commercial Court
fourth edition
by Sir Antony Colman and Victor Lyon
(1995)

Arbitration Act 1996—an Annotated Guide
by Robert Merkin
(1996)

Civil Jurisdiction and Judgments
second edition
by Adrian Briggs and Peter Rees
(1997)

The Law of Insurance Contracts
third edition
by Malcolm A. Clarke
(1997)

Arbitration Practice and Procedure
third edition
by D. Mark Cato
(2002)

Arbitration Law
by Robert Merkin
(looseleaf)

I dedicate this book to the two most recent additions to the Cato clan, my two dear grandsons, Fred and Sebastian. Both born since the publication of the last edition and in whose hands, whatever endeavour they pursue in life, they will need to exercise the skills of the dispute resolver.

Wise men know when to open their mouths.

Grasp the subject and the words will follow.

Quotations from Marcus Cato the Elder 234–149 AD

FOREWORD

BY THE RT. HON. LORD MUSTILL
Past President of the Chartered Institute of Arbitrators

These few lines could well have been entitled—"Yet another foreword by Michael Mustill". The reason why I am glad to perform this small service for the third time in respect of a work which though considerably enlarged retains its original shape and method is that the freshness of approach which made it worthy of note when it first appeared continues to mark the present edition and entitle it to a warm welcome. There are currently several good books on arbitration and it would be inappropriate and pointless to offer comparisons: pointless because this book is something quite different from the norm. In the first place, instead of propounding general principles and then suggesting ways in which they might be applied in practice, the present work begins with situations which the reader may come across in practice, and offers solutions in the light of experience, statute and doctrine. Once the reader has learned to navigate the book, he or she will gain much more immediate access to a broad range of resources than is possible with a treatise of a more conventional kind. Secondly, the book revives a method nowadays rarely met, but highly effective when well done, of teasing out problems by means of a dialogue. In conversation with his interlocutor Thomasina (no doubt given time off by Mr Tom Stoppard from inventing chaos theory) the author provides a rapid response to practical problems in the shape of what in a different field are called FAQs—frequently asked questions. It is a feature of procedural law and practice that situations of a comparatively small range of types tend to arise repeatedly. The reader, unlike the author, may not have met them before, and he is enabled to draw immediately on the experience of the author and those whom he quotes, instead of having to reinvent the wheel by applying familiar principles to the recurrent situations. Finally, in referring to those whom the author quotes I draw attention to another valuable feature. Many treatises in this field support their pronouncements either by summaries of decided cases, too brief to convey the real thrust of the decision, or send the reader off on a footnote trail which he or she may not have time or resources to follow up. The extensive *verbatim* extracts in the present work from what the commentator or judge actually said do much more than is usual to open up the thought processes of the experts, and help to make it a valuable library resource.

Further than this I must not trespass; this is a foreword not a book review. What I aim to convey is that, just as the prime virtue of arbitration is that it offers an extensive repertory of methods on which an imaginative user can draw, thereby avoiding the

pitfall of deciding disputes by rote, so also this present work escapes from routine by the imaginative deployment of an individual authorial technique. This lends it a freshness and readability which once again I am glad to endorse.

September 2002 MUSTILL

PREFACE TO THE THIRD EDITION

I started the preface to the second edition explaining that the enactment of a new Arbitration Act made a rewrite of the First Edition inevitable. The second edition was published in early 1997, a few months after the 1996 Arbitrations Act (AA'96) came into force. Thus, much of its effect, at that time, was speculation. I was extremely fortunate when I wrote the second edition, in having available and being permitted to quote freely from three excellent commentaries on the new Act; those written by Harris/Planterrose/Tecks, Robert Merkin, and Rutherford & Sims.

The first two of those books have now been updated and again I have been extremely fortunate in having the benefit of these eminent authors' reflections on various sections of the AA'96. In addition the long-awaited *Companion to Commercial Arbitration* by Mustill & Boyd was published in 2001 and from which I have been able to quote.

Apart from a substantial number of important judgments which have been given since January 1997, when the AA'96 came into force, a number of other important influences have come to bear on the way arbitrators conduct themselves and their proceedings. It was necessary therefore for me to give consideration to the impact of the new Civil Procedure Rules. Although it is accepted that arbitrators are not bound by them clearly, in a number of areas, they strongly influenced the way that arbitrators should deal with various matters. I have in mind expert evidence, the tribunal-appointed expert, offers to settle, security for costs, and so on.

In addition there have been at least two important statutes which impinge on arbitration: The Late Payments of Commercial Debts (Interest) Act 1998 and the Contracts (Rights of Third Parties) Act 1999. In construction arbitrations The Housing Grants, Construction and Regeneration Act 1996 (HGCRA) although concerned with adjudication, has undoubtedly influenced the way some arbitrators now conduct their proceedings. The very tight timetable by which adjudicators have to give their Decision under the HGCRA, has sharpened up the way those arbitrators, who also conduct arbitrations, now approach the arbitral process. Also, the impact on arbitration of the Human Rights Act 1998 is considered.

Taking all of these matters into account has again involved a substantial revision but I trust that it will not be necessary to do so again for some considerable time.

In carrying out this rewrite I have removed virtually all references to the previous Acts of 1950, 1975 and 1979. Although there may well remain some residual cases which rely on these Acts, for the sake of slimming down this already oversized volume, I decided that I should confine my examples to the AA'96 except for seminal judgments given before the enactment of the AA'96, which were still binding, depending upon how one interprets the Woolf reforms, or at the very least, still highly persuasive.

Having said that the reader might wonder why I say it was necessary for a substantial rewrite when, in the words of the authors of the 2001 *Companion to Commercial Arbitration* by Mustill & Boyd, despite the enactment of AA'96.

> *"... the substance of the law remains, except in a few important respects, very much the same as if the Act had not been passed. The Act has, however, given English arbitration an entirely new face, a new policy, and new foundations."*

In order to understand why it was necessary, in the light of this comment, for me also to undertake a rewrite, it is helpful to consider a further quote from p.69 of this 2001 *Companion*.

> ***"4. The effect of the words***
> *The meaning of words as a matter of language may be perfectly clear, and yet it may be hard to know how they should be applied in a given situation. We suggest, tentatively, the following approach:*
> 1. *Since the Act undoubtedly changes the law in some respects, it is not legitimate to assume that the effect of a provision is simply to reproduce the old law.*
> 2. *If the meaning of the provision is clear and if it can be confidently identified with a rule of the old law on which there is already authority about:*
>   *(a) its elaboration in more detail,*
>   *(b) its application in practice,*
>   *then the old cases can be applied to the new law.*
> 3. *If the meaning of the provision is clear but it cannot be identified with a rule of the old law, the old cases cannot be applied directly, but may be useful to show what has been thought practicable or desirable in similar situations in the past. The general principles stated in the Act should however always have precedence.*
> 4. *If the meaning of the provision is not clear it should be elucidated by reference to the general principles in section 1, the other provisions of the Act, if necessary and if they help, and the* travaux préparatoires. *The old cases will not provide a reliable guide.*
>
> *In addition it might be suggested that the various DAC* Reports *can be consulted to ascertain the practical effect of a provision, as distinct from its meaning as a matter of language.*
>
> *In the few instances where it is hard to form a view about how the Act was meant to work the* Reports *have little to say. (Notably, as regards the tension between party-autonomy and the requirement that the tribunal shall exercise a pro-active role with speed and economy as the aims.)*
>
> *As for remaining questions, once the court has decided what the words mean, and has in mind the general aims of the Act, it should form its own judgment as to the result which they achieved in a given situation: for Parliament has laid down the rules in its own words, and empower the courts, not the DAC, to apply them."*

Having said that I have tried to make this edition reflect the law as it stood in March 2002.

As a result of being honoured by being made an Honorary Professor of Law at the China University of Political Science and Law in Beijing, in October 2001, I developed a course of 12 lectures from absolute basics, "*So you have a dispute how do you resolve it?*" to two final lectures on the complexities of international arbitration. On the way I considered most of the other more common forms of resolving disputes. These lectures are being delivered to one of the first generation of international Chinese lawyers—graduates sitting a Masters Degree in International Law. It is a great privilege to be in a position to influence such an important body of rising lawyers in a country which, following its accession into the WTO, must understand how best to resolve disputes, when they arise, in international commercial situations.

The development of those lectures has caused me to revisit my own practice and

procedure, not only in relation to the AA'96 but also, to some limited extent, to international practice. This influence then is also reflected in a number of the rewritten examples in this book. The delivery of these lectures, twice yearly, follows through the philosophy of The Arbitration Club which I founded in 1990, whose motto is "*Excellence through Sharing*". Thus, I say to the reader of this book, as I do to my students in China, I do not set out to teach but more to share what little experience I have gained myself.

Coming back to this rewrite I acknowledge that there is some inevitable overlap between chapters and very occasionally some repetition is inevitable. For example Costs are considered in Chapter 23—Offer to Settle, in addition to the primary chapter on costs Chapter 9. Similarly, bias/impartiality is mentioned in chapters other than Chapter 21—Serious Irregularity. However, it is hoped that the index will guide the reader to all examples of the particular topic, whether in its primary chapter or not. As each chapter is self-contained and I wish to avoid the reader having to refer to too many parts of the book to find the example he/she is looking for I believe such minimal repetition to be acceptable.

As with the previous two editions of this book we have taken very considerable trouble producing a comprehensive index which we trust will make it easy to find what the reader is looking for.

I had hoped that the publishers would have included a CD in the back sleeve of the book but there were apparently technical or marketing reasons why this idea was not followed through.

Apart from the very substantial list of written articles and commentaries from which I have quoted and acknowledged in the bibliography, I also owe a debt of gratitude to some other contributors who have looked at parts of completed chapters.

Specifically Professor Michael O'Reilly on Chapter 9—Costs; Dr Julian Critchlow on Chapters 5 and 7—Cause of Action, and Common Law Arbitrations, respectively; Leslie Webber, solicitor and Tim Cooper, arbitrator for examples involving rent review; James Hope, solicitor for damages for distress and inconvenience, His Honour Judge Anthony Thornton for two seminal judgments on Costs, and Peter Steiner, solicitor on Chapter 33—Value Added Tax.

Two other contributors warmly deserved special thanks. Hakim Seriki, a law graduate at Cardiff School of Law who very kindly researched many of the cases from which I have quoted since the enactment of AA'96. Also Stewart Shackleton, solicitor partner with Baker McKensie and a prolific author in his own right, who manfully agreed to read the entire proof and as a result made some extremely helpful comments. Despite the intervention of others at the end of the day I have to accept that any errors in the book are entirely my own. If I have inadvertently omitted to mention the name of any other contributors from whom I have drawn material please accept my humble apologies.

Finally my thanks to my good friend and mentor Lord Mustill who once again was prevailed upon to write the foreword. Michael has been an extremely kind and supportive friend to me since I entered arbitration and, of course, a constant source of inspiration. Hopefully he will not take it amiss to be coupled in this final note of appreciation to Thomasina who continues to appear, albeit thinly, from time to time in this present edition. In order to fully appreciate why Thomasina is there at all, I urge the new reader to revert to the Preface to the Second Edition where this is explained.

However, for the reader who has not got the time or the inclination to look at an earlier edition I say no more than that Thomasina is the pupil whom we all need, who asks the questions that we perhaps ourselves would like to ask but are far too embarrassed to do so, as we feel we should already know the answer.

I have to apologise to the reviewer of my last book *The Expert in Litigation and Arbitration* who became so enamoured of Thomasina that he requested, when next I published, a photograph of Thomasina sitting by a swimming pool be included on the back cover. Whilst my books have broken most of the moulds of the stuffy law book in their style and presentation even I drew back at such a bold stroke—maybe next time, Sir.

As always I hope the reader finds what he/she is looking for in this book but should they find it deficient in any way I would be happy to hear from them. My e-mail address is *arbitrator@dmarkcato.freeserve.co.uk*

D. Mark Cato
April 2002

PREFACE TO THE SECOND EDITION

With the enactment of a new Arbitration Act—The Arbitration Act 1996—a complete re-write of the First Edition of this book became inevitable.

I started this task shortly after the DAC's July 1995 Report on the Bill was published. Where the initial intention was to have a consolidating Act of current legislation—the AA '50, AA '75 and AA '79 with amendments—that was altered before the July Report to be:

> *"An Act to restate and improve the law relating to arbitration pursuant to an arbitration agreement . . ."*

The original clause 69 of the Draft Bill limited the application of the new legislation to arbitration agreements made *after* the commencement of the Act. Thus, it was generally accepted that it could be two or three years after the enactment of the new statute before the first disputes started to come through in the form of arbitral references. With that very much in mind, all of the initial updating of the book concentrated heavily on what is now the "old law" with only passing speculative reference to the proposed legislation.

All of that changed during the progress of what is now AA '96 (the Act) such as to make the Act applicable to all references commenced following enactment whenever the actual arbitration agreement was made. This caused me to have a total re-think concerning the structure and contents of this book and here is the result: a monstrous enlargement of the first edition, now covering all aspects of this immensely important piece of legislation—important, that is, to the commercial and arbitral world.

I will not dwell on the new Act as I expect that by the time this work reaches the bookshops most of my readers will have had a surfeit of seminars and conferences explaining the intent and purpose of the various sections. However, I must just say that I believe that this Act provides the most exciting of challenges to arbitrators and those practising around them. It has come at a time when the court lists are overcrowded; when delay in litigation is inevitable and the need to reform civil litigation to provide access to justice on a wider scale is recognised as a priority. It has followed closely on the Woolf report recommending over 300 changes in procedures to improve civil litigation, foremost amongst which is better case management by judges. The difference between arbitration and litigation is that the arbitration world has its new law already. It has its powers and the structure is in place *now* with the passing of the Act. It could take years to achieve the substance of the proposed Woolf reforms, so arbitrators and practitioners

have a uniquely long head-start to re-establish arbitration as *the* alternative form of dispute resolution—indeed, as the *preferred* form of dispute resolution.

Provided arbitrators and the parties, or their representatives, where they get involved in deciding what powers the tribunal should have under s.34 AA '96—*Procedural and Evidential Matters* recognise that the tools now exist for flexible, speedy and cost-effective resolution of their disputes and spurn the old ways that mimicked the High Court procedure (unless, of course they happen to be most appropriate to the case in hand), then arbitration should be entering into a very exciting era.

What I have tried to do in the rewriting of this book is to reflect this available flexibility and suggest just some of the ways that the innovative exercise of the powers vested in the tribunal to case manage the disputes entrusted to them could be used, if appropriate. In fact, I have attempted to do no more than to demonstrate ways that I believe arbitrators could approach the duty imposed upon them by s.33 AA '96, to:

> *"(a) act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent, and*
> *(b) adopt procedures suitable to the circumstances of the particular case, avoiding unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined."*

This section must be read in conjunction with s.1 which sets out the overall objectives of this legislation:

> *"(a) ... to obtain the fair resolution of disputes by an impartial tribunal without unnecessary delay or expense;*
> *(b) the parties should be free to agree how their disputes are resolved, subject only to such safeguards as are necessary in the public interest."*

And last, but not least, the arbitrator's new duties and powers must be considered in the light of the parties' responsibilities, not only to themselves but also to the arbitrator; in particular s.40 where the parties are mandated to

> *"(a) ... do all things necessary for the proper and expeditious conduct of the arbitral proceedings.*
> *This includes—*
> *(a) complying without delay with any determination of the tribunal as to procedural and evidential matters, or with any order or direction of the tribunal ..."*

As most arbitral references start with a preliminary meeting, that is an excellent starting point for the new thinking that this Act dictates. So, I say this to all arbitral practitioners: start by asking yourselves "is a preliminary meeting necessary at all?" and go from there. In section 12.1.2 I have included a 12-page agenda for the preliminary meeting, covering matters which I believe now need to be considered at the start of most arbitrations. Scorn has been poured on this document by some of my dear friends in the business, mainly because of its length. They prefer the "wait and see" approach. Their argument goes like this. Why bother to raise the "default" sections of the Act? If the parties don't bother to make an agreement then so be it, I get the powers. Who am I to say that they are wrong? My approach at the moment is different—I may well change as time goes on and I gain more experience under the Act. However, at present, I believe one should bring all of these matters out in the open at the Preliminary Meeting. It really takes very little longer than the older pre-AA '96 meeting, and at least everyone knows where they stand.

Having said that, I fully accept that this agenda would be a nightmare, and indeed totally inappropriate, to, say, unrepresented parties in a relatively modest dispute. To emphasise this point I would really like to head this document

PIC 'N' MIX AGENDA

except that might be taken to be too frivolous, but that is the intent—total flexibility. Approach every new arbitration (the Act does not say "reference" anymore—although I still use the term) with an open mind and a blank sheet of paper. Use your Agenda as an *aide memoire*. In some cases, involving heavy legal representation, it may be entirely appropriate to use the agenda in the form set out herein. In other cases, a substantially slimmed down version would be more appropriate. (See, for example, 27.2.9 where this agenda is reduced to a one page Appendix to a letter to the parties.)

The reader will, no doubt, develop his own agenda and, as I say, in due course I may well slim down my own.

Beyond that, much of the guidance humbly offered in this work is based on good commonsense, good practice and using AA '96 powers to the full to attempt to achieve the objective of fair, speedy and cost-effective resolution. In this regard, I should be very happy to hear from any of my readers about their own experiences under AA '96; the sort of problems they faced and possibly how they resolved them—hopefully there will be future editions of this book in which such experience can be shared with others and become part of the essential nexus of arbitral knowledge.

Where, in my first book, I sought problems from many colleagues, and indeed, received a goodly number of letters, the overall result was disappointing. There were very few situations which were not fairly commonplace and, in the end, less than 10 per cent of the original examples were gleaned from outside sources. This time round I have based most of the new examples on my own experience or imagination—I opened a file the day after the First Edition was published in 1992 and have fed this over the years with situations I found myself in, in over 80 different references for which I was appointed over this period.

In addition, where necessary to illustrate a point, I have drawn heavily on decided cases; by making the facts of the example similar to the facts of a decided case, the "course of action" in such an example is itself authoritative.

Another ploy I have used is to introduce Thomasina (from my other book, *The Sanctuary House Case*). Thomasina, it will be recalled for those of you who have read the other book, was the arbitrator's pupil. She is a dear girl who is very keen to learn and frequently tries the patience of my "*alter ego*", the kindly arbitrator in *The Sanctuary House Case*—Mr D Emsee. By listening to what he has to say on a possible course of action and then asking "*but what if*...", Thomasina stands in the shoes of all of us who would like to ask "*what if*", but perhaps feel that, either we should know the answer and therefore should not be asking, or we are reticent about putting that question to the person to whom we are talking.

To confuse matters further, Thomasina has a boyfriend called Charley, who is what is known in the trade as a "rent boy" or, more correctly, the pupil of a rent review arbitrator. Charley occasionally adds his comments to solutions to problems from a rent review arbitrator's perspective. Having said that, let me assure the more serious reader who finds these characters intrusive and distracting that there is very little input into this book by either of these pupils; they have merely been used, *very occasionally*, as a

transparent didactic device for exploring situations from different angles. My own reason for even mentioning this is to avoid the reader suffering the same fate as a colleague of mine who, coming across Thomasina for the first time, in one of my examples, asked who on earth she was?

I must mention the JCT Arbitration Rules, which feature in a number of examples. When I started this update I was aware that these Rules were themselves being updated to incorporate some of the changes that practitioners have recommended should be made after some years of using these Rules. The revised version of these Rules was then delayed due to the imminence of the new Act and I had hoped that the new Rules would have been published in time for me to incorporate them into this book. However, that was not to be. There was an added complication. A working party, comprising members of all interests in the building industry, have been compiling a composite set of Rules which it is hoped will eventually apply to all building arising out of standard construction contracts. Although the first draft of these Rules is currently in circulation for consultation, as there is no guarantee, if and when these composite Rules will be implemented, the JCT Rules committee have published their own draft revisions. I suspect that the JCT Rules will apply for many years to come irrespective of any composite Rules which may be introduced and adopted.

The July 1995 Draft of the JCT Rules in its final and approved form is included in Appendix 3 to this work. This draft was not approved until the end of May 1997 and therefore came too late to incorporate into the examples in this book. Having said that, this is not too serious as there are only a few examples in which these Rules are cited. Also the changes that have been made to these Rules are not substantive.

Basically these changes can be summed up as follows:

1. *Rule 6 is now split into 6A and 6B—6A: Full Procedure with Statements and a hearing.*
   6B: Full Procedure with Pleadings and a hearing.
   A rather surprising change really, considering we are being urged to move away from High Court procedures, whereas this change takes us back towards them. However, I gather that there have been criticisms over the years that this alternative was not available (although, I must say it never stopped me agreeing with the parties when Full Pleadings were obviously more appropriate than Statements of Case!).
2. *Rule 11 has introduced the concept of the "part award", reflecting the similar provision in AA '96.*
3. *Rule 12 again covers the Arbitrator's powers, specifically related to the "default" and "optional" sections of the Act.*
4. *Rule 13 is new and covers the removal of the arbitrator.*

All of these changes, plus the other drafting changes, can be seen in Appendix 3.

Whilst much has changed since the First Edition I recommend readers to glance through the Preface to that work, as it explains succinctly what I had in mind when I started out on this project. For example, it warns that for "Course of Action" read "*just one reasonable and sound solution to the problem posed by the question*".

Apart from the Preface from this First Edition, which remains intact, scarcely anything else does. Most of the 300 odd original examples are buried deep in the new and wider exploratative discussions which flowed from the questions posed.

I have frequently incorporated an article or a talk on a particular topic which is apposite to the answer to the question in the example being considered. So much research goes into articles or talks for seminars which then so frequently get consigned to that ever-increasing pile of paper that most of us store in the misplaced anticipation of

referring to it as some stage in the future. Alas, if your pile is anything like mine, it is so high and the relevant material buried so deep in it that it scarcely, if ever, sees the light of day again. Now, such pearls of wisdom are encapsulated for ever into examples (or, perhaps in this case, discussions) in this book for all to learn from and apply in practice.

Similarly, the reader will note that many sections of this book start with a "Generally" example. This has enabled me to introduce the key sections of the Act applicable to the subject matter of the chapter in which we are then in. The pattern which I have followed is to set out the relevant section of the Act and then follow this with the immensely informative comments from the DAC's *February 1996 Report*, which they prepared for the Third Reading of the Bill. For the very reason that the *February 1996 Report* does not always reflect the precise final wording of AA '96, however, this was clarified in January 1997, by a *Supplementary Report on the Arbitration Act 1996*—again, from the DAC Committee under the chairmanship of the Rt Hon Lord Justice Saville—and, where applicable, I have included comments from this *Supplementary Report*. I have also been fortunate to be able to add comments from Lord Justice Saville, as well as those from Toby Landau, the barrister to whom the DAC Committee were indebted for his assistance. Following these comments I have then drawn on the three seminal works which followed publication of the Act.

The Arbitration Act—A Commentary by Bruce Harris, Rowan Planterose and Jonathan Tecks.
Arbitration Act 1996—A Practical Guide by Margaret Rutherford and John Sims.
Arbitration Act 1996—An Annotated Guide by Robert Merkin.

These commentaries/guides have been very helpful and each, in its way, contributes something to the interpretation of the Act. I wholly recognise the contribution made by these learned authors to the discussions which form part of the example in which they are cited.

I can thoroughly recommend to those of you who have not already acquired all three of these works to do so, as each in its way puts its own slant on the interpretation of the Act. Each brings experience from a different perspective—Robert Merkin from academia; Margaret Rutherford and John Sims primarily from the arbitrator's view (although, of course, it must be remembered that Margaret is also a QC); and the nice combination of maritime arbitrator in Bruce Harris, coupled with his two barrister colleagues from Gray's Inn Square, Rowan Planterose and Jonathan Tecks.

In dealing with acknowledgments, although the substance of this work is my own, I have already highlighted elements drawn from the experience of others.

In addition, I owe grateful thanks to the following:

Lord Mustill, one of our Law Lords, and doyen of the arbitration text book writers, President of the Chartered Institute of Arbitrators, for his unflagging support and kindness in taking time out from an over-crowded schedule to look through this work and generously to grace it once more with his Foreword.
Nicholas Carnell of S.J. Berwin & Co, solicitor—for some useful examples in Chapter 13—Discovery.
Tim Cooper of Butters, surveyor and arbitrator—for some rent review examples (Charley's comments).
Julian Critchlow of S.J. Berwin & Co, solicitor—for reading the entire work for legal accuracy and for writing Chapter 7—Common Law Arbitration.