

- (c) Notwithstanding the cancellation and delay fee provisions set forth in Paragraphs (a) and (b) supra, where a cancellation or delay as contemplated occurs and a fee would otherwise be payable, the Arbitrator will make reasonable and appropriate efforts to take new matters or to reschedule listed matters within the time set aside but cancelled or delayed. In such circumstances where the Arbitrator does in fact act as Arbitrator in other matters the parties' liability for cancellation or delay fees shall be reduced by the amount of cancellation fees otherwise payable to the Arbitrator for days set aside but otherwise so utilized and the Arbitrator shall so account to the parties in final settlement of the matter.

VISITOR TO AUSTRALIA

During September Mr G.D. Douglas, President of the Arbitrators' Institute of New Zealand, Inc visited Australia during which he met Mr F.J. Shelton and Mr H.C. Ambrose, President and Chief Administrative Officer of The Institute of Arbitrators Australia respectively.

Mr Douglas was particularly interested to learn first hand about the Institute's education and training policy and programmes and its publications. A major objective of the N.Z. Institute is to establish an Arbitration Centre in New Zealand and Mr Douglas was most interested to inspect the facilities at the Australian Centre for International Commercial Arbitration in Melbourne and learn of its operations.

The New Zealand Institute which was incorporated less than three years ago has a membership of almost 300 members.

There will be many opportunities for Institute to co-operate with the New Zealand Institute and the Council of The Institute of Arbitrators Australia looks forward to developing relationships with the Institute across the Tasman. This development will mirror C.E.R. activities being pursued by both the New Zealand and Australian governments.