ADR PROCEDURES & s.27 CONFERENCES

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It was on 20 February 1974 that the Standing Committee of Attorneys-General recognised the need for updating, on a uniform basis, the law of commercial arbitration and set up a committee of officers and Parliamentary Counsel to prepare a model bill and report to a later meeting.

Later in 1974, the Master Builders made submissions to the Law Reform Commissions of N.S.W. and A.C.T. on the law relating to commercial arbitration. Included in the submissions was a recommendation that a "conciliatory process" be expressly provided in any new legislation. The Master Builders considered that such a process would be advantageous to parties in the speedy resolution of their differences.

The Law Reform Commission of A.C.T. on 11 August 1974 reported:

> "Conciliation
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> 91. A proposal has been put to the Commission that parties to a dispute requiring a reference to arbitration would, in a number of cases, settle the matter if at first they submitted it to conciliation. We think there is merit in this proposal, although we acknowledge that there are difficulties inherent in it. Despite the difficulties, we think the procedure worth trying on an experimental basis. We propose that the procedure be not mandatory but be available at the request of a party. Following his appointment a conciliator would quickly get the parties together. If a party objected to the process then that would be the end of the matter, and the dispute would go to arbitration. However, in a number of cases, we believe that the mere bringing of the parties together and a discussion of the dispute would mean that the parties would be compelled to consider their position, and settlements could be arrived at without further proceedings.
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> There would have to be some qualifications, for example:
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> (a) The reference to conciliation would be subject to the contrary agreement by the parties. When, however, there was not agreement to the contrary, it would be deemed to be a term of reference to arbitration.
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> (b) To avoid it being used as a delaying tactic, the conciliator would have to bring the parties together and commence the conciliation process within, say, 21 days after his appointment.
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> (c) The decision of the conciliator would not be binding on the parties. If the matter was not settled by conciliation they would be able to proceed with arbitration in the usual way.
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> 92. We are aware that an attempt at conciliation is likely to prove successful only where both parties sincerely desire to seek a resolution of the matters at issue, and this will not be the case in all instances."

The Law Reform Commission of N.S.W. on 29 September 1976 reported (LRC 27):

> "PART 15 - CONCILIATION
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> 15.1 **Conciliation described.** People may settle their differences by agreement rather than by arbitration or litigation. It is better in their own interests that they should do so. Time and money are saved. Hostility is likely to be dispelled rather than exacerbated. It

is better in the interests of the State that differences should be settled by agreement rather than by litigation: the work of the courts is to that extent reduced. There is a case for saying that the law should, therefore, do what it can to promote such agreements. One way of aiding agreement is to have a third person look at the cases of both sides and mediate between the parties and persuade them to accept a settlement. This is the process of conciliation and the third person is a conciliator.

15.2 **International Chamber of Commerce conciliation.** The International Chamber of Commerce provides a conciliation procedure for business disputes of an international character. It seems that the procedure has been a success: in about 60% of the cases where the parties agree on the procedure there is an agreed settlement of differences. Somewhat similar arrangements are made by the Convention on the Settlement of Investment Disputes between States and Nationals of other States made in Washington in 1965.

15.3 **Proposal.** Some commentators have proposed that the law should make provision for conciliation. In addition to the advantages outlined above, the process would encourage disputants to look dispassionately at their cases at an early stage and thus promote early settlement of differences, rather than settlements at the door of the court after much time has passed and much money has been spent.

15.4 **Australian Capital Territory report.** The Law Reform Commission of the Australian Capital Territory recommended that, on an experimental basis, it be made an implied term of an arbitration agreement (unless otherwise agreed) that, on request by a party, the parties would put their cases before a conciliator with a view to an agreed settlement of the difference. If the conciliation failed, the difference would go to arbitration.

15.5 **Consideration.** Since everything depends on agreement, first to put the case before a conciliator and second to accept the settlement he proposes, there is not much that the legislature can do. It could legislate for an implied term in an arbitration agreement along the lines of the recommendation of the Australian Capital Territory Law Reform Commission and it could set up a register of conciliators and could deal with incidental matters such as privilege for things said in the course of a conciliation and the liability, or immunity from liability, of a conciliator.

A register of conciliators would be a useful adjunct to a register of arbitrators, but we have recommended that there should not, for the present at least, be a statutory register of arbitrators. The matter is, we think, more a matter for education than for legislation. The Institute of Arbitrators Australia may see fit to set up a register of conciliators and to promote public knowledge of the utility of the process.

15.6 **Recommendation.** We recommend that there should not, for the present at least, be a statutory register of conciliators nor a statutory implied term in an arbitration agreement that the parties should first attempt a conciliation."

The Institute has a register of conciliators and conducts courses for members wishing to gain skills in conciliation and mediation techniques.

As far as I am aware, Hong Kong was the first to introduce conciliation into a commercial arbitration statute based on English Arbitration Acts. In 1982, "Part 1A, Conciliation" was added to the Hong Kong *Arbitration Ordinance.*

Statutory conciliation was first introduced in Australia through section 27 of the *Commercial Arbitration Act* 1984 (the Act). The Act took effect in Victoria on 1 April 1985 and in N.S.W. on 1 May 1985. It was subsequently introduced in the

Territories and the other States with the exception of Queensland. It still applies in Victoria, South Australia and Western Australia. Section 27 of the Act provides as follows:

> **"Power to seek settlement of disputes otherwise than by arbitration.**
> 27.(1) Unless otherwise agreed in writing by the parties to an arbitration agreement, the arbitrator or umpire shall have power to order the parties to a dispute which has arisen and to which that agreement applies to take such steps as the arbitrator or umpire thinks fit to achieve a settlement of the dispute (including attendance at a conference to be conducted by the arbitrator or umpire) without proceeding to arbitration or (as the case requires) continuing with the arbitration.
> (2) Where -
> (a) an arbitrator or umpire conducts a conference pursuant to subsection (1); and
> (b) the conference fails to produce a settlement of the dispute acceptable to the parties to the disputes,
> no objection shall be taken to the conduct by the arbitrator or umpire of the subsequent arbitration proceedings solely on the ground that the arbitrator or umpire had previously conducted a conference in relation to the dispute.
> (3) The time appointed by or under this Act or fixed by an arbitration agreement or by an order under section 48 for doing any act or taking any proceeding in or in relation to an arbitration shall not be affected by a conference conducted by an arbitrator or umpire pursuant to subsection (1).
> (4) Nothing in subsection (3) shall be construed as preventing the making of an application to the Court for the making of an order under section 48."

You will note that the word "conciliation" is not included in the section. The heading indicates that the arbitrator is in a non-arbitral role when acting under the section. However she or he is still referred to in the section as "the arbitrator". It is suggested that the rules of natural justice (s.4(1)) apply to the arbitrator when acting under the section and any breach thereof could lead to her or his removal pursuant to s.44 of the Act.

You will also note that the section gives a power to the arbitrator and a discretion in the arbitrator to achieve a settlement of the dispute where the parties have not otherwise agreed in writing. In theory, the arbitrator has the power to order a conciliation conference or the like against the wishes of one or more of the parties. In practice, to so order would be unwise. Better to obtain the agreement of the parties to proceed under the section. Such agreement should be in writing, signed by the parties.

There are many lawyers and arbitrators who consider the section inappropriate and its use too risky. They fail to appreciate that the section has been included in the statute to be used whenever the interests of justice so require, having regard to the just, quick and cheap disposal of the proceedings. In my view, it is a travesty of justice not to so use the section.

Let me quote from a paper delivered by Mr. Justice Andrew Rogers, Chief Justice of the Commercial Division of the Supreme Court of N.S.W., to a seminar on 15 March 1988:

> "As you are all aware, under the *Commercial Arbitration Act* (s.27) unless the parties otherwise agree in writing, the arbitrator or umpire has power to take such steps to

> achieve a settlement as he may think fit. What is contemplated is conciliation. No objection may be taken to the arbitrator continuing to hear the arbitration in the event of failure to settle the dispute. This very far sighted provision has created great concern amongst the arbitrators and in the legal profession. If a conciliator is to do his job properly he is almost bound to come into possession of information which would not have been given to him as an arbitrator and which could embarrass him in the further conduct of the arbitration. Nonetheless, I do believe that the concept of an attempted settlement by conciliation or mediation is to be strongly supported and attempts at settlement are vital if these disputes are to be disposed of speedily."

The section provides a useful tool to achieve a settlement of, or to narrow down, a dispute. This is particularly so in housing disputes. The Building Services Corporation (N.S.W.) conducted a survey of arbitrators who may have arbitrated residential building contract disputes in 1987 and 1988. The arbitrators who responded reported on a total of 125 arbitrations held in those years. The survey showed that 44% of the arbitrations were settled prior to arbitration at a section 27 conference. Included in the Corporation's Report dated July 1989 was a recommendation that arbitrators maximise the use of conferences under section 27 of the *Commercial Arbitration Act* to conciliate a settlement between the parties prior to arbitration.

Another area where the section can be usefully employed is disputes between contractors and sub-contractors, particularly where the parties are likely to enter into contractual relations in the future.

The arbitrator should be alert to recognise a dispute where a section 27 conference before arbitration could be beneficial. The matter can then be discussed with the parties at the Preliminary Conference after the nature and size of the claims are known. Where the parties agree to such a conference, the arbitrator should endeavour to help the parties agree on a procedure best suited for the resolution of their particular dispute. Matters that may have to be attended to include crystallisation of the issues, perhaps by the preparation of short particularised Points of Claim and Points of Counter-claim, an agreed bundle of documents, persons to attend the conference, whether legal or other representatives should attend, arbitrator's fees, security, venue and the likely duration of the conference. The latter is usually measured in hours rather than days.

The resulting agreement should be signed by the parties and by the arbitrator and it should include an appropriate indemnity.

In conducting a section 27 conference pursuant to the Act, the arbitrator has to keep in mind the rules of natural justice. She or he cannot go behind the back of a party. However, she or he can ask questions of the parties such as whether a particular judgment or clause in the contract has any relevance to a matter in issue. A party can be asked to demonstrate the cause of action relied upon in relation to a claim. Parties can be asked questions in regard to relevant events. The arbitrator can give tentative or provisional views on the answers given. As Mr. Justice Smart, the first judge to administer the Building and Engineering List (as it was then called) established in the Supreme Court of N.S.W., has pointed out in an address delivered on 25 February 1989 (5BCL 107):

> "Some arbitrators take advantage of the personal presence of the parties at the preliminary conference to hold a settlement conference under s.27 of the Act. In the Notice convening the preliminary conference the arbitrator may advise the parties that a settlement conference will be held. Many of the smaller arbitrations are settled at this conference. The issues are ascertained and analysed and the arbitrator may even be asked to give an indication as to how the issues might be decided. He may indicate that if facts a, b, c and d exist a certain result usually follows:"

At appropriate times, the arbitrator can adjourn the conference to allow the parties to consider their positions, either jointly or severally, she or he being at call to reconvene the conference at the request of a party.

Where settlement is reached, a Consent Award can be made which is signed by the Arbitrator and the parties. The award can then be enforced pursuant to s.33 of the Act. Alternatively, the parties can enter into a Deed of Settlement if they so desire.

The Working Group of the Standing Committee of Attorneys-General, *Report on the Operation of Uniform Commercial Arbitration Legislation in Australia* (1988) p 24 made recommendations which including the following:

> "The Working Group recommend that section 27 be amended to enable the parties to 'contract in' to alternative dispute resolution mechanisms, rather than 'contract out' as presently provided. That is, where agreed by the parties (expressed in the arbitration agreement, the submission to arbitration or otherwise), the arbitrator would have power to take such steps as he or she thought fit to achieve a settlement of the dispute, including attendance at a conference to be conducted by the arbitrator. However, where the arbitration agreement was silent, there would be no power vested in the arbitrator to compel attendance of the parties at a conference.
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> The Working Group also recommends that section 27 be amended to provide that, in exercising their powers under that section, arbitrators are to have regard to the requirements of natural justice, unless otherwise agreed by the parties."

In the result, section 27 was amended to reflect the Working Group's recommendations as it appears in the *Commercial Arbitration Act* 1990 (Qld) (the new Act). The Acts of N.S.W., N.T., A.C.T. and Tasmania have been amended to conform with the new Act and it is understood that the other States will follow suit in due course. Section 27 in the new Act operates retrospectively and provides as follows:

> "27. **Settlement of disputes otherwise than by arbitration.**
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> (1) Parties to an arbitration agreement —
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> (a) may seek settlement of a dispute between them by mediation, conciliation or similar means;
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> or
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> (b) may authorise an arbitrator or umpire to act as a mediator, conciliator or other non-arbitral intermediary between them (whether or not involving a conference to be conducted by the arbitrator or umpire),
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> whether before or after proceeding to arbitration, and whether or not continuing with the arbitration.
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> (2) Where —
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> (a) an arbitrator or umpire acts as a mediator, conciliator or intermediary (with or without a conference) under subsection (1);
>
> and

(b) that action fails to produce a settlement of the dispute acceptable to the parties to the dispute,

no objection shall be taken to the conduct by the arbitrator or umpire of the subsequent arbitration proceedings solely on the ground that the arbitrator or umpire had previously taken that action in relation to the dispute.

(3) Unless the parties otherwise agree in writing, an arbitrator or umpire is bound by the rules of natural justice when seeking a settlement under subsection (1).

(4) Nothing in subsection (3) affects the application of the rules of natural justice to an arbitrator or umpire in other circumstances.

(5) The time appointed by or under this Act or fixed by an arbitration agreement or by an order under section 48 for doing any act or taking any proceeding in or in relation to an arbitration is not affected by any action taken by an arbitrator or umpire under subsection (1).

(6) Nothing in subsection (5) shall be construed as preventing the making of an application to the Court for the making of an order under section 48."

You will note that the new section no longer gives a power to the arbitrator to achieve a settlement of the dispute under the section. Also the parties now have to "opt in" rather than "opt out" as is the case under the old section.

You will also note that subsection (3) allows the parties to agree in writing that the arbitrator is not bound by the rules of natural justice when seeking a settlement under subsection (1). Again, note that such an agreement should be signed by the parties.

It is instructive to go behind the Working Group's recommendations and consider the Group's reasons for making the recommendations, pp 22-24:

"The Working Group considered the following options in relation to section 27:

(1) repeal section 27;

(2) amend section 27 to enable the parties to 'contract in' rather than 'contract out' such that arbitrators would have power to take such steps as they thought fit to achieve a settlement of the dispute where the parties agreed that the arbitrator should have that power;

(3) amend section 27 to enable an arbitrator to seek a negotiated settlement without regard to the usual requirements of natural justice; and

(4) amend section 27 to make it expressly clear that the usual requirements of natural justice are applicable to an arbitrator who conducts a conference.

DISCUSSION

The Working Group considered that the advantage of option 1 was that it left the parties free to decide the timing and form of any settlement procedures they wished to adopt, whether antecedent to or concurrent with arbitration.

However, the Working Group did not favour option 1 because, if section 27 were repealed, the uniform legislation would be silent on an issue which was likely to be of increasing importance. If nothing else, the section served an educative function by drawing the attention of arbitrators and parties to the availability of alternative dispute resolution mechanisms.

For this reason the Working Group concluded that option 2 had considerable merit. An important principle underlying the uniform legislation was that of party autonomy. Arbitration was consensual in nature and the parties should be free to decide the nature and content of the arbitration. To allow an arbitrator to override that autonomy and compel attendance at a settlement conference or other procedure was a departure from that principle and could lead to unfairness. Option 2 respected party autonomy by allowing the parties to decide on settlement procedures, whilst at the same time it gave

legislative recognition to (and encouragement for) the use of alternative dispute resolution procedures. In addition, because the consent of the parties was required before the arbitrator could act as a conciliator or mediator, such techniques were more likely to be successful.

However, the Working Group decided that option 2 was insufficient by itself because it did not address the question whether arbitrators were bound to apply the rules of natural justice in conducting conferences. The Working Group decided that option 2 should be combined with either option 3 or option 4.

The Working Group considered that if the primary objective was to promote ADR techniques then option 3 would have some advantages, in that:

- it would enable greater emphasis to be placed on achieving negotiated settlements of disputes;
- arbitrators would not be inhibited by the rules of natural justice from meeting parties separately or expressing views on the merits of a case;
- if unsuccessful, the time and expense involved in the conduct of the conciliation would not be wasted as the arbitrator would be familiar with the facts and arguments put by each party; and
- the fact that the conciliator would also be the arbitrator, if the conciliation was unsuccessful, might encourage a reluctant party to settle where a *prima facie* adverse view as to the merits of the case had been put by the conciliator and it was known that the conciliator would also conduct any subsequent arbitration of the case.

Nonetheless, the Working Group decided that, unless the parties agreed otherwise, it was preferable that arbitrators should be bound by the rules of natural justice in exercising their powers under section 27. This would enhance respect for the arbitrator's award and avoid the possibility of unfairness where the alternative resolution techniques failed and the arbitrator then proceeded with the arbitration. The Working Group considered that, in any case, there was considerable scope within the rules of natural justice for arbitrators to exercise ADR procedures successfully.

However, the Working Group agreed that, if the parties wished the arbitrator to have a wider scope in the exercise of ADR procedures, it should be open to them to exclude the requirement for natural justice when opting into section 27. This would enable arbitrators to meet with the parties separately, for example, or to express tentative views on the merits of the case. Therefore, it was concluded that the best solution was to combine options 2 and 4 subject to provision that the parties could exclude the operation of natural justice rules if they wished."

On occasion, a section 27 conference can be usefully held during an arbitration. For example, disputed variations in a construction contract could be the subject of such a conference. The parties experts could discuss the variations in dispute with the arbitrator, with or without the legal representatives being present, with the view to settlement of that part of the arbitration.

The conciliation provisions in the Hong Kong *Arbitration Ordinance* were extended in 1989. As under the new Act, section 2B of the Ordinance now enables an arbitrator to act as conciliator and return to be an arbitrator if the conciliation fails. It is a wholly consensual section and this only applies if the parties wish it and for so long as they do.

The section provides as follows:

"Power of arbitrator to act as conciliator

2B (1) If all parties to a reference consent in writing, and for so long as no party withdraws in writing his consent, an arbitrator or umpire may act as a conciliator.

(2) An arbitrator or umpire acting as conciliator —
  (a) may communicate with the parties to the reference collectively or separately;
  (b) shall treat information obtained by him from a party to the reference as confidential, unless that party otherwise agrees or unless subsection (3) applies.

(3) Where confidential information is obtained by an arbitrator or umpire from a party to the reference during conciliation proceedings and those proceedings terminate without the parties reaching agreement in settlement of the dispute, the arbitrator or umpire shall, before resuming the arbitration proceedings, disclose to all other parties to the reference as much of that information as he considers is material to the arbitration proceedings.

(4) No objection shall be taken to the conduct of arbitration proceedings by an arbitrator or umpire solely on the ground that he had acted previously as a conciliator in accordance with this section."

Note the similarity of wording in subsection (4) to that contained in subsection (2) of the Acts in Australia. Similar wording, including "soley on the ground", was included in the 1982 Ordinance. Thus it appears that Australia followed Hong Kong in that regard.

Mr. Justice Neil Kaplan, a Judge of the High Court of Hong Kong and Chairman of the Hong Kong International Arbitration Centre, presented a paper entitled "Hong Kong Dispute Solutions" to the Institute's Conference at Darwin in May 1991. Referring to ADR generally, he said:

> "there is now more attention being given in Hong Kong to alternative or additional dispute resolution methods. None of them are being seen necessarily as any competition to arbitration. All that seems to be happening is that both before and during an arbitration or for that matter litigation, the parties are keeping their eye on the ADR ball. The mini-trial, for example, has been used with great success in Hong Kong and I have no doubt that it will continue to be used. Bit by bit the natural conservatism of litigation lawyers is being chipped away and with the bombardment of books, articles and seminars, they can't forever keep their head in the sand. Arbitrators of course have to react to these new developments. They must ensure that arbitration is indeed an alternative, and a good alternative, to litigation. They must be prepared to accept directions from arbitrators which are designed to speed up the whole process, limit discovery and to prevent arbitrations simply apeing litigation. I believe that we have come a long way along that route. I have yet to come across an arbitration when the parties have objected to me imposing the sort of modern directions which we all take for granted. These of course include written opening and closing submissions, exchange of proofs of evidence standing as examination in chief and various schedules of what is and what is not agreed. In fact I must say that in the construction list in Hong Kong, for which I am responsible, I come across little objection to me making similar orders in High Court proceedings. The parties today seem to be prepared to do all that is necessary to ensure that they spend as little time as possible in court. My own personal view is that we spend far too long in court during the course of oral arguments. Far more ought to be reduced into writing although, let it be said, I am not advocating the American system of virtually full reliance on written briefs."

So much for developments in Hong Kong. Mr. Justice Smart had much the same to say in an address delivered on 27 September 1988 (5BCL12):

> "10. **Streamlining Court and Arbitration Proceedings.**
> Lawyers, consultants and clients need radically to rethink their approach. The

following matters require consideration:

(a) It is imperative to separate the "important" and the "trivial", and to concentrate on what matters. This involves a great deal of discipline and is central to a reasonably prompt and not too costly hearing.

(b) The reduction in the number of expert witnesses called. Quality not quantity should be the touchstone.

(c) Much greater use of written statements and affidavits on both sides. These are read in advance. Some judges and arbitrators insist on these. It saves a witness giving evidence in chief for days or, sometimes, weeks. The right to cross-examine remains. At present some arbitrators are tending to treat the written proofs as necessarily being true. This is a mistake. The material contained in written proofs may be incorrect. With both sides exchanging their evidence in chief in advance, all cards are placed on the table.

(d) The supply of the written documents, for example the contract, the plans, the correspondence. These are read in advance.

(e) Meetings of experts to narrow the disputes.

(f) Meetings of witnesses on cost items to reach agreement.

(g) Use of court experts to investigate and report. This may be useful on quality and cost disputes. They can also establish the history and isolate the problems and their cause. The court appoints the expert in consultation with the parties, giving them the opportunity to agree on the appointment. The expert furnishes a report to the court with copies to the parties. The court may allow the parties to cross-examine the expert. The use of court experts is relatively new. The success of this tool remains for future assessment.

(h) In some States (Victoria and Queensland), in appropriate cases, parties are being referred by the courts to a third party, (for example, to an architect), to see if the parties can be brought together and the matter can be settled. This has had a measure of success.

(i) Many of the good arbitrators are using s.27 of the *Commercial Arbitration Act* 1984 (N.S.W.) to great advantage. They may hold a compulsory conference beforehand to settle the matter. This is very useful in domestic and smaller commercial arbitrations, although it is by no means limited to these. Alternatively, a conference may be held during an arbitration to deal with a particular matter such as costs. In one large civil engineering arbitration the arbitrator suspended the proceedings and held a three hour conference which resulted in agreed rates and agreement as to costs. This saved many hearing days on that subject. The arbitrator was a talented and experienced engineer who enjoyed a high reputation throughout Australia. Both parties were content to accept his recommendations. The arbitration resumed and he determined liablity.

Parties need to be encouraged to rely on the expertise of arbitrators and reduce the evidence called. Agreement is needed to undertake such an approach and it does involve substantial changes in old approaches. Major skill, fairness and integrity on the part of the arbitrator and respect for him or her are crucial if parties are to be induced to so conduct their arbitration. This cannot be forced.

These measures are designed to concentrate the attention of the parties on the real issues and to reduce the time spent in oral hearings."

It is important for the arbitrator to make sure that the parties attending a section 27 conference are represented by persons who have the power to agree a settlement at the conference.

Although over seven years have passed since section 27 of the Act was first introduced, as far as I am aware, neither section 27 of the Act nor section 27 of the new Act has yet come under judicial notice. Until such time as judicial guidelines are available on the application of these sections, it would be

prudent for the arbitrator to obtain an agreement in writing signed by the parties that they have no objection to her or him proceeding to arbitration in the event that settlement does not occur.

BOOK REVIEW

Yearbook Commercial Arbitration - Vol. XVII - 1992

Kluwer Law & Taxation Publishers
ISBN 90 6544 817 pp
Recommended Retail Prices DFls 210; US$114.

Published by the International Council for Commercial Arbitration the contents of the Seventeenth volume reflect the many developments in international commercial arbitrations during 1992 both in the law and practice of arbitration. Summaries of amended laws are included as are also a number of Awards made under the auspices of ICSID and I.C.C. as well as an ad hoc Award under the UNCITRAL Arbitration Rules. A new section has been included which concerns Court decisions under the Model Law.

This substantial reference can be obtained from Kluwer Law and Taxation Publishers, PO Box 23, 7400 GA Deventer, The Netherlands.

ALTERNATIVE DISPUTE RESOLUTION STATISTICAL REPORT SCHEME COMMERCIAL DISPUTES

During 1991 the above scheme was established by the Institute in order to gather statistical information relative to the resolution of commercial disputes, to collate the information, and disseminate the results thereof to members of the Institute and the commercial community generally.

The system involves members and others involved in commercial dispute resolution to complete and forward to the Institute a statistical report at the conclusion of each matter. The success or otherwise of the scheme depends entirely upon the completeness of the information supplied and the assistance of members and others in promptly forwarding information to the Institute is an essential part of the scheme.

Copies of the Report Form and reply paid envelopes may be obtained from Chapter Secretariats and the National headquarters of the Institute.