

I am not satisfied that there is any rule of law which prohibits the empowering of an arbitrator to decide the initial validity of the contract containing the arbitration clause. With respect to those who hold a different view, I do not consider that there is any "received doctrine" to this effect. Moreover, having regard to the specific nature of an arbitration clause, as discussed by Lord Wright in *Heyman*, I consider that, generally speaking, it can be regarded as severable from the main contract with the result that, logically, an arbitrator, if otherwise empowered to do so, can declare the main contract void ab initio without at the same time destroying the basis of his power to do so."

If this issue arises again in a State court, the decision of Foster J in the Federal Court, the American cases and the two decisions of Steyn J should be followed. The obiter views expressed in *Heyman*, *Codelfa* and *IBM* do not promote party autonomy or the use of arbitration as a dispute resolution method.

## INSTITUTE COURSES/ CONFERENCES 1993

### *Institute Conference*

2-4 May 1993

Hyatt Hotel, Sanctuary Cove, Gold Coast,  
Queensland

### *John Keays Memorial Lecture*

3 May 1993

Hyatt Hotel, Sanctuary Gove, Gold Coast,  
Queenland

### *General Residential Arbitration Courses*

4-7 May 1993

Bond University, Gold Coast, Queensland

July/August 1993

Sydney, New South Wales

### *Advanced Residential Arbitration Courses*

October/November  
1993

Sydney, New South Wales.

The dates should be reserved now. Details of venues, programme, etc, will be mailed to members later on.