

INTERNATIONAL NEWS IN BRIEF

ENGLAND

Change of address—The Chartered Institute of Arbitrators.

The Chartered Institute of Arbitrators London have moved to new premises at Angel Gate, Islington, England. The Institute's postal address is—

International Arbitration Centre
24 Angel Gate
City Road
LONDON EC1V 2RS

Telephone: 071 837 4483
071 837 4185

Conference 1991—The Chartered Institute of Arbitrators

The Chartered Institute of Arbitrators Conference will be held at the Marriott Hotel, Hong Kong 25/29 September 1991.

We are advised that speakers will include The Hon Mr Justice Kaplan, Hong Kong, Mrs P.G. Lim of the Regional Centre for Arbitration Kuala Lumpur and speakers from other South East Asian Countries and Japan.

Details of the Conference are included as an insert to this issue of "*The Arbitrator*".

SCOTLAND

Scotland has recently adopted the UNCITRAL Model Law in respect of international commercial arbitrations held "North of the Border". This contrasts with England which, following the recommendation of the Mustill Committee, has decided against adoption of the law.

UNITED STATES OF AMERICA

The American Arbitration Association adopted new international arbitration rules, effective 1 March 1991. A copy of the Rule may be obtained by contacting the CAO, The Institute of Arbitrators Australia, Telephone 03 614 1800.

HONG KONG

Hong Kong has adopted the UNCITRAL Model Law for international arbitrations on the basis that parties not wishing to arbitrate under that law can opt out of it and into the domestic regime which is included in Part 11 of the Arbitration Ordinance. In addition parties who have opted out, if they so desire, can also opt out of judicial review of the Award pursuant to Section 23B of the Arbitration Ordinance.

GERMANY

German Unification and Arbitration

German unification has raised the need for widespread modifications in legal and administrative fields, among others in the field of arbitration.

The GDR's Chamber of Foreign Trade was abolished on 31 July 1990 and will not be replaced. It follows that the Court of Arbitration at the Chamber of Foreign Trade also no longer exists and no official legal successor has been named.

Arbitration clauses stipulating an arbitration procedure under the auspices of the above Court cannot therefore be applied in the proposed manner.

Contracts with organizations in what was the German Democratic Republic are most affected by this, since the Conditions of the Sale of CMEA lays down application of this clause for disputes with GDR state enterprises.

As a result of this situation, the parties need to amend their contracts accordingly. Should they fail to do so, it is highly probable that the arbitration clause would be regarded as void due to the abolishment of the institution named in it and that competence would pass to the state courts.

The German Arbitration Institute recommends parties affected in this way to act promptly in naming a new arbitration organization to settle cases of dispute. In Germany, the German Arbitration Committee acts in this function.

DOING BUSINESS WITH KUWAIT

(The Age, Wednesday December 21, 1977)

His Excellency Abdullah Yousef Al-Ghanim, Kuwait's Minister for Electricity and Water, has just left a pair of West Germany's largest companies frothing with rage and a group of international lawyers in London looking glassy-eyed.

Eight years ago the two companies (names and addresses supplied, but withheld to save them further embarrassment) bid for and won a £stg. 13 million contract for part of Kuwait's futuristic, computer-controlled water distribution project.

Their part of the scheme should have been completed by spring, 1973, but almost from the start things went wrong. Sites were not handed over on time, electrical power was not provided on schedule—and the contract over-ran.

The Germans slapped in a claim for delays and disruptions amounting to more than £stg. 20 million (\$32 million).

The contract—which was in English, since the Germans did not speak very good Arabic and the Kuwaitis were not too good at German—stipulated that in the event of a dispute the parties should go to arbitration under the laws of Kuwait.

Kuwait law stipulates that there shall be one arbitrator nominated by each party and that the arbitrators should agree on an independent chairman.

If they fail to agree—as they did—the claimants can apply to the Kuwaiti courts to appoint a chairman. Eventually Professor Ahmed Kamal Aboul Majid, professor of law at Kuwait University, was so appointed.

By June this year, Professor Majid was ready to start.

Then the Minister for Electricity and Water pulled his master strokes.

He invoked a provision of Kuwaiti law which obliges the arbitration tribunal to produce its award within three months.

Second, he insisted, as he is entitled to do, that Arabic be used as the language of arbitration, which would mean translating more than 30,000 documents into Arabic—six million words, it is estimated.

Anyone planning to do business with Kuwait is advised to bone up on his contract law.

1992 INSTITUTE ARBITRATION GRADING EXAMINATION

The Institute's next Annual Arbitration Grading Examination will be held on Monday 17 February 1992 from 9.00 a.m. till 12.30 p.m.

PREREQUISITES

Attendance at both a General Residential Arbitration Course and an Advanced Residential Arbitration Course conducted by the Institute is a prerequisite before an application to sit the examination will be accepted.

All candidates must be Institute members.

REGISTRATION

Those members who have met the criteria to sit for the examination and wish to do so should advise the CAO in writing of their intention and enclose the examination entry fee of \$50.

Registrations close on 31 December 1991.

Examinations Centres will be established in all State and Territory Capitals and other locations as may be required to meet members' needs.