The U.S. Supreme Court has denied certiorari in Westmoreland, a case in which the U.S. Fifth Circuit Court of Appeals held that a nonsignatory to an arbitration agreement could not compel arbitration even though the nonsignatory had acted as an agent for one of the signatories. (Story at page 159.)

In a recent opinion, the French Court of Cassation has maintained a firm boundary between the authority of contract in arbitration law and mandatory rules of law that flow from the statute on arbitration. France’s highest court for civil and criminal matters ruled that arbitrators could not themselves extend the time-limit for the rendition of the arbitral award even though the parties had granted them that power in the arbitration agreement. Accordingly, the proper procedure was to have the arbitrators file a motion before a duly authorized court and request the court’s permission to extend the time-limit. (Story at page 160.)

This issue signals the beginning of the more extensive treatment of domain name awards from the National Arbitration Forum (NAF). The Documentary Resources section includes not only a summary of various awards, but also the actual text of the determinations. The materials are provided by Timothy S. Cole, Director, Internet Dispute Solutions, National Arbitration Forum (NAF). (The Documentary Resources section begins on page 172.)

In the Perspectives section, the Editor provides an account of the emergence, growth, and development of arbitration in the U.S. legal system. Entitled The Story of Arbitration Law, the article addresses and underscores a number of basic features of the law. It proposes a program of educational certification for arbitrators and other participants in the arbitral process, noting that the deregulatory approach to arbitration may no longer be a sufficient form of regulation. It examines the distinction between arbitration and mediation and explores the political underpinnings of the contemporary U.S. judicial doctrine on arbitration. It proposes an alteration of the Federal Arbitration Act to align the statutory law with the evolution and current content of the decisional law.

Reflecting the substance of the remarks the Editor made on the occasion of his investiture as the Orlando Distinguished Professor of Law at Penn State’s Dickinson School of Law, he concludes that “arbitration functions as guarantor of a portion of the Bill of Rights. In a complex configuration of contract, politics, and regulatory rights, it provides access to a workable process of adjudication, the operation and results of which are generally fair, responsible, and reasonable.” In the Editor’s view, arbitration “deliver[s] on the promise of American citizenship.” (The Perspectives section begins on page 162.)
IN THIS ISSUE

NEWS AT HOME

U.S. Supreme Court Denies Certiorari in Westmoreland, Holding That Nonsignatories Cannot Compel Arbitration ................................................................. 159
Pennsylvania Legislature Consider Law on International Commercial Arbitration ................................................................................................................. 159

NEWS ABROAD

French Court of Cassation Holds That Parties Cannot Authorize Arbitrators in Their Agreement to Extend the Time-Limit for Rendering the Award ................................................. 160

JUDICIAL DECISIONS

Seventh Circuit Confirms That Convention Awards are Subject to Very Limited Review ............................................................................................................. 162

PERSPECTIVES

The Story of Arbitration Law by Thomas E. Carbonneau ................................................................................................................................. 162

DOCUMENTARY RESOURCES

National Arbitration Forum (NAF)
Recent Domain Name Awards ........................................................................ 172

BIBLIOGRAPHIC RESOURCES

Recent Publications on Arbitration and ADR by Kimberly A. Koko ........................................................................................................................ 181

CALENDAR .................................................................................................. 183