The U.S. Fourth Circuit has reinforced the position that the adhesionary character of an arbitration agreement does not prevent its enforcement. In American General Life & Accident Insurance Co. v. Wood, the court ruled that, because “the bulk of contracts signed in this country, if not every major Western nation, are adhesion contracts, a rule automatically invalidating adhesion contracts would be completely unworkable.” A party opposing the enforcement of an arbitration clause must show more than adhesion to establish unconscionability. The clause must deprive a party of available remedies or statutory rights. (Story begins on page 35.)

The Skadden, Arps Newsletter provides a comprehensive account of Chief Justice Roberts’ experience with the U.S. law on arbitration. As an appellate advocate, Chief Justice Roberts provided legal representation in the litigation that led to the U.S. Supreme Court decision in First Options of Chicago, Inc. v. Kaplan. As a judge, he authored important arbitration-related decisions at the U.S. Court of Appeals for the District of Columbia Circuit, including Booker v. Robert Half International, Inc. (Story begins on page 36.)

In May 2005, an ICSID Tribunal rendered a $133 million plus interest award in favor of a private litigant against Argentina. The dispute related to the privatization of Argentina’s oil and gas transmission industry and the economic measures taken by the Argentine government in 2001-2002 in regard to foreign investment. The award was protective of the rights of international investors and may have an impact upon pending arbitration cases against Argentina. (Story begins on page 38.)

Lucy V. Katz, Robert C. Wright Professor of Law, Ethics, and Dispute Resolution at Fairfield University, provides a Perspectives piece on the developing topic of International Business Mediation. She addresses rule-making in the area by examining the rules promulgated by UNCITRAL, the EU, NGOs, and private service-providers. Professor Katz concludes that, while formal rules converge on a similar model, actual mediations may vary considerably depending upon where they are held because of nationality and cultural differences. (The Perspectives section begins on page 42.)

James Coben, Director of Hamline’s Dispute Resolution Institute and WAMR Editor for Domestic Mediation, provides his annual review of Mediation Case Law. (The 2005 Mediation Case Law Review begins on page 52.)
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