

Official newsletter of the  
Institute of Arbitrators and  
Mediators, Australia, W.A.  
Chapter

Volume 13 No.2  
June 2002



# The View

Thanking the 2002 Corporate Sponsors:

**JACKSON MCDONALD BARRISTERS AND SOLICITORS**

## ESSENTIAL DIARY DATES

Annual General Meeting: 5:15 pm **Wednesday 19<sup>th</sup> June**  
@ Master Builders Association 35-37 Havelock Street, West Perth  
Professional Development: 5.15pm **Wednesday 19<sup>th</sup> June**  
@ Master Builders Association 35-37 Havelock Street, West Perth  
Breakfast Meeting: 7.30am **Tuesday 23<sup>rd</sup> July**  
@Tawarri Reception Centre, The Esplanade, Dalkeith

## The Editor's View

The volunteer Editor of The View, Barry Tonkin, had included your contributions to this copy of The View and continues to seek your input.

The View is available in electronic format to be downloaded or read on the IAMA National website. If you are not on the Web the View can be e-mailed to you.

Cheers

**Barry**

PS.

Barry broke his right leg in six places on Easter Sunday from a hard skydiving landing and missed The View in the last edition. Thanks to Laura Gray for her quick action in getting The View together in short time for the last edition.

## Inside this Issue

- *THE CHAIRMAN'S MESSAGE*
- *NOTICE OF THE AGM*
- *FROM THE ADMINISTRATOR*
- *CHILDREN IN FOCUS*
- *VIDEO - ARBITRATION IN PERSPECTIVE*
- *REVIEW OF THE COMMERCIAL ARBITRATION LEGISLATION*
- *VISIT FROM NATIONAL*
- *REVIEW*
- *PROFESSIONAL DEVELOPMENT*
- *NOMINATION PROCESS*
- *THE LAWYER & ISLAND LIVING*
- *CONTACTS*

# CHAIRMAN'S MESSAGE

## AN AIR OF CHANGE IN W.A.

or

### *ITS LIKE A HURRICANE IN HERE!!!!*

Do you feel it? – the air of expectancy and vibrancy is with us. There are so many wonderful aspects to the W.A. Chapter such as regional initiatives, members' participation at CPD sessions and meetings, volunteers to be on committees, working parties, opportunities for courses and workshops and so on.

It's relentless.

What's more, the enquiries to the administrator from the general public is not decreasing – indeed it is healthy.

Although our membership 'adjusts' regularly, it is still on the increase. My comments when I first took the chair were that my goal was to achieve a membership of 200 members before I leave office.

Assuming I am re-elected (mind you there is no guarantee of that) by the time my term expires that target will have been 'shaken' (sorry about the vernacular, but I am entitled to get a little excited now and again!)

## MEDIATION COURSE

Let me congratulate the efforts of Sue Doherty (our energetic and tireless administrator) on achieving a "full house" of attendees for the National Mediation Course – she even has a wait list of at least 4 persons. If my memory serves me correctly, other Chapters have not achieved such success.

Pat Pinder's efforts cannot go unnoticed as are those of Clive Raymond. Thanks to all of them.

## PETER CONDLIFF IN PERTH

Our CEO is in Perth for the Mediation course and will be in attendance at the committee meeting on 5 June 2002.

So as to give members the opportunity of meeting him, I have arranged Peter to be at a convenient place (probably Fraser's in King's Park) and time (breakfast) so that members can join him for an informal meeting to discuss any issue you might have with regards to Institute matters.

This is a golden opportunity for you to direct whatever comments you might have to "the man" – be they roses or thorns.

## VOTING – CHAPTER

All of the previous committee will be re-elected, together with 2 new members in John Knuckey (an engineer) and Graham Anstey-Brook (a solicitor)

I intend to introduce all of them with particularity at the AGM.

## VOTING – NATIONAL ELECTIONS

Congratulations to both Clive Raymond and Laurie James for election to National Council.

Although the voting across the continent was down considerably – being less than 20% of the national membership, W.A. had 30% members voting. (last year W.A. had 50% of members voting).

## TERM of OFFICE

Although those voting numbers are somewhat sobering, keep in mind that the term of office for both National and Chapter positions is for a term of 2 (two) years – so there will be time to save up your vote for 2004.

The presentation is on 22  
June 2002 at the Court  
House – see the abridged  
flyer in this issue of The  
View

## REGIONAL INITIATIVES

### Busselton

Clive and I are on the march again, to Busselton to set up the South West Regional Branch. Phil Dyer (graded Builder member) has been assisting in preparations.

Members, please, if you have any business or similar associates, or you belong to an organization with commercial links to the South-West, please, either put them in touch with us, or us in touch with them. This will be mutually beneficial.

The presentation is on 22 June 2002 at the Court House – see the abridged flyer in this issue of The View for your circulation. Note the generous cost that includes for membership with the IAMA.

### Broome

The regional office in Broome has gone a little quiet of late. We are in the process of formulating strategies for revitalization.

## 2001 SURVEY FORMS ARBITRATION

The 2000 survey form has been resurrected with minor changes and has been circulated to graded members for their completion. Richard Machell will be reporting soon on its assessment.

## MENTOR SCHEME

We have introduced a mentor scheme for new members.

That is, when a new member is introduced to the Chapter a member of committee will be nominated that person's mentor so as to provide ease of contact for the services we offer, or to answer any questions of the services, opportunities or contacts within the general membership.

In simple terms, a "*buddy system*" to welcome and wean the new person into the fold.

I have already mooted a networking program – refer my earlier message in

The View. Although nothing structured is in place it is nonetheless in existence.

I am aware that many members refer clients on or engage the services of other members on a regular basis. But if anyone wishes to suggest (and organize) something of a more controlled nature, I would welcome their contact.

## AGM

Finally, please take this as my personal invitation to all members to attend the AGM – see notices being circulated – not only to express your interest in the IAMA but to meet and greet the graduates from last years' course. Meet and greet the new committee and to enjoy the fellowship to follow.

And isn't all of the above part of being a member?

I have news about the new committee: I can declare the incoming committee comprises:

Phil Faigen  
Clive Raymond  
Richard Machell  
John Knuckey  
Graham Anstee-Brook  
Pat Pinder  
Ian Johnstone  
Barry Tonkin  
Laurie James (as national councillor)  
Alan Swann as immediate past chairman (assuming the status quo) &  
Laura Gray as a co-opted member (at the discretion of the new committee)  
Congratulations to all

*Phi I Fai gen*, Chapter Chairman

## INVITATION

To an informal BREAKFAST MEETING

with Peter Condliff CEO of the IAMA

On Sunday **9 June 2002 at 8:30 am**  
at **Fraser's Restaurant, Kings Park.**

Pay for your own buffet breakfast.

RSVP for booking numbers or any queries or  
information contact

Phil Faigen 9316 3025 (fax 9316 3023)

## NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Annual General Meeting of The Institute of Arbitrators & Mediators Australia (WA Chapter) will be held on the 4th floor at the Master Builders Association, 35/37 Havelock Street, West Perth, on **Wednesday 19 June 2002 at 5.15 pm.**

### AGENDA

1. Welcome visitors & guests
2. Apologies
3. Minutes of the Annual General Meeting held on 20 June 2001
4. Annual Report 2001/2002
5. Declaration of Chapter Committee 2002/2003
6. Any other business (for which due notice has been given by Wednesday 12 June 2002)

## From the Administrator

*Welcome to the following new members:*

Graham Hawkins  
Project & Risk Management/Construction  
Frank Feher      Civil Engineer  
Steve Lieblich    Engineer/Information  
                                 Technology  
John Morhall      Mechanical Engineer

Madeleine Stewart  
Accounting/Finance (currently living in Port Hedland)

*The following members have retired:*

John Duncan  
Ray Hardy  
Jack Parmley  
James Saunders

## PRACTITIONERS CERTIFICATE IN MEDIATION & CONCILIATION

The course will be run over the 5 days in June (6, 7, 8, 10 & 11). Peter Condliffe

(CEO – National Office) and local Chapter member Su Lloyd will be presenting the course. Participants come from a wide range of fields including human services/resources, public sector, legal, architecture, medical, agriculture, industrial relations, geology and engineering.

Promotion and advertising of the course has generated increasing interest in ADR processes and the role of IAMA. Also new networks and connections have been made with tertiary institutions and government organisations – opening avenues to let more businesses and people know about the IAMA and ADR.

**IAMA WEB-SITE** - [www.iama.org.au](http://www.iama.org.au)

The IAMA web-site now includes membership details for each state. Please check and see if your details are correct.

### MEMBERSHIP UPDATE INFORMATION

If you have changed your place of employment, contact details for work or home – address, phone or FAX number and/or e-mail address please advise the Chapter Administrator on 9368 4755 or e-mail: [suedoherty@bigpond.com](mailto:suedoherty@bigpond.com)

**Breakfast Speaker on Tuesday 21 May**  
**Dr Peter Harney's** presentation was one with a difference – challenging those in attendance to 'step out of their comfort zone.' For a copy of Peter's talk "Magic School Talk" please contact Chapter Administrator.

Regards

Sue

### Arbitration Survey 2001

Please return your completed survey forms marked **CONFIDENTIAL** ASAP to:

Chapter Chairman  
WA Chapter – IAMA  
PO Box 518 COMO WA 6952

## CHILDREN IN FOCUS

Auspiced by the Federal Attorney-General's Department, the program has been developed and will be run by leading Australian and international experts in child psychology, family law, mediation and counselling, and family therapy.

e- Designed for dispute resolution practitioners, counsellors, therapists and other professionals – legal and non-legal – involved with parents in their separation process.

For brochures for the course to be run in Perth 6, 7, 9 & 10 September 2002 – please phone Chapter Administrator 9368 4755 or mail: [suedoherty@bigpond.com](mailto:suedoherty@bigpond.com)

## VIDEO “Arbitration in Perspective”

IAMA & Institute of Quantity  
Surveyors present  
**Arbitration in Perspective**

featuring **Sir Laurence Street** as the Arbitrator

Price: \$145.00 Members: \$99.00  
(Plus \$9.00 packaging & postage, prices  
inclusive of GST)

The mock arbitration is contained in a 2  
video set.

1. Preliminary Conference
2. The Hearing & Awards

The Video Set includes a simple and clear narration that explains at both novice and expert levels. There are a series of questions for student and workshop use; set of simple paragraph length answers.

CPD points IAMA – 4.

Contact Chapter Administrator for an Order Form.

## IAMA Brand Merchandise

### Ties

Woven corporate ties in block stripes with Institute scales: two colours – red & navy and green & gold.

Cost: \$27.50 (GST & postage included).

### T-Shirt

Heavy weight cotton T-shirts in Navy displaying Institute seal (white) in S, M, L, XL & XXL.

Cost: \$20.00 (GST & postage included).

### Caps

Six-panelled heavy brushed cotton baseball caps with suede peak in Navy with Institute logo embroidered on front panel.

Cost: \$20.00 (GST & postage included).

**Order form on back of March 2002, National  
Newsletter**

## **REVIEW OF AUSTRALIA'S COMMERCIAL ARBITRATION LEGISLATION**

*At the March 2002 meeting of the Standing Committee of Attorneys General (SCAG), Ministers agreed to New South Wales officers conducting a review of Australia's uniform commercial arbitration legislation on behalf of SCAG and reporting on progress at the next meeting in July 2002.*

*The aim of the review is to highlight any issues arising out of the operation of the uniform legislation that require addressing. The review will consider the New Zealand Arbitration Act 1996 and English Arbitration Act 1996. The findings of the United Nations Commission on International Trade Law (UNCITRAL) working group will also be considered. As you may know, the working group was formed to review and discuss proposals to improve the provisions of the Model Law on International Commercial Arbitration, which was given the force of law in Australia (on an opt out basis) by the International Arbitration Act 1974 (Cth).*

*To assist in the review, the NSW Attorney General's Department is seeking any comments you may wish to make on issues arising out of the operation of Australia's uniform commercial arbitration legislation which may need addressing.*

*It would be greatly appreciated if you would forward any such submissions by 1 June 2002.*

*The postal address for submissions is:*

**Legislation and Policy Division  
Attorney General's Department  
Attention: Nicholas Fletcher  
GPO Box 6  
SYDNEY 2001 NSW (sic)**

*Alternatively, you may send submissions via e-mail to:*

[Nicholas.Fletcher@agd.nsw.gov.au](mailto:Nicholas.Fletcher@agd.nsw.gov.au)

*If you have any queries you may contact Mr Fletcher on (02) 9228 8061.*

## Visits from National

National Councillor, Clive Raymond invited those who were available to be at the Hyatt lounge on the 6th May 2002 at 5.15pm to meet with Ian Nosworthy National Senior Vice President who was in Perth on a visit. Apologies to those who could not get to the day as the invitations were made on the same day (the message of Ian's availability was received on Friday afternoon 3 May).

## REVIEW

Francis Burt Law Education Centre



Schools Conflict Resolution and Mediation

The group I was assigned to for round 2 adjudication was Wesley College (photo above).

The role play was set in the midst of what might be conceived as close to real events that might occur in high school life.

The participants were well trained, having rehearsed their roles particularly well – maybe a little too much, because occasionally they presented as if they “were reading their lines”.

As the mediation progressed it was evident a high level of understanding of the mediation process and maturity was present.

There was interaction, caucus meetings and with the correct approach, the mediators were able to obtain an agreement on what was seen as a complex set of issues.

I was enriched by my involvement, and I trust other members of the IAMA who can find a couple of hours to assist SCRAM will come away with a similar feeling.

And besides, are these young people not our future members?

**Phi I Fai gen,**  
Chapter Chairman

## PROFESSIONAL DEVELOPMENT

Bruce Phillips is coordinating the Professional Development Program for the Institute this year. Bruce would like your feedback and input.

Please e-mail your suggestions, comments, complaints and contributions for Professional Development sessions to Bruce at [brucephi@inet.net.au](mailto:brucephi@inet.net.au).

**Continuing Professional Development**  
Points Calculator. See the September 2001 The View.

**Correspondence to the Editor to:  
Barry Tonkin**

**U5/ 115 Peninsula Road, MAYLANDS  
E-mail: [barry.tonkin@dhw.wa.gov.au](mailto:barry.tonkin@dhw.wa.gov.au)  
W phone 9222 4769 fax 9222 8130**

~~~~SPECIAL NOTICE~~~~  
**NOMINATION PROCESS**

The IAMA has established guidelines for the selection of a nominee. However, if limitations are being placed on me by the person seeking the nomination, there is a potential for difficulty.

On some occasions when, the accompanying letter includes a list of 2 or 3 names from which I might wish to nominate.

The difficulty I see with this is that if I accept one of those persons, there might be a perception of some influence on me from the person making the request, in spite of the fact that one or more of those persons named would be an ideal nominee.

Equally, another member might be better suited – either by way of their skills, experience, availability, or (lack of) conflict of interest.

I usually respond to such requests by indicating preference for some details of the dispute – e.g.:

- The names of the parties involved
- Is it largely based on technical matters? and if so,
- What discipline is involved?
- Are there likely to be complex matters of law?
- Some indication of quantum.

(Strangely enough, this information is usually found in the Notice of Dispute.)

Using that background together with my knowledge of graded, accredited or associate members I am able to make an appropriate nomination.

**Can I suggest that if a party has a preference for an arbitrator or mediator (or a short list of preferences) they consider canvassing it with other party first. If a mutual nomination cannot be achieved, then we would be pleased to accept the role of nominating.**

The nomination process must be able to be made - and be seen to be made - without interference or influence of any kind.

**Phi I Fai gen**, Chapter Chairman

~~~~~  
**SECTION 27 – YESTERDAY,  
TODAY OR TOMORROW  
OR  
WHEN, BUT, IF**

A paper by Phil Faigen for the IAMA  
15 May 2002

**Settlement of disputes otherwise than by arbitration**

27.(1) Parties to an arbitration agreement —  
(a) may seek settlement of a dispute between them by mediation, conciliation or similar means; or  
(b) **may authorize 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),  
whether before or after proceeding to arbitration, and **whether or not continuing with the arbitration.**

(2)Where —

- (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.

[Section 27 inserted by No. 43  
of 1997 s.12.]

This paper looks outside the words on the face of the Act to look at some pragmatic issues relating to S27. Much of the paper derives from anecdotal material collected both from personal experiences and other 'senior' arbitrators.

The much quoted and often feared "SECTION 27" of the Commercial Arbitration Act is reproduced below. The portions highlighted are those of more particular relevance to practicing arbitrators and mediators, but I shall deal with only briefly with these parts as much has been said and written about the ramifications of an arbitrator acting as a mediator or *non-arbitral intermediary*.

Before proceeding (with the paper and perhaps with an arbitration), it is important to look to the reason why a (nominee) Arbitrator is needed.

The parties have a problem they cannot solve between them and need a third party to assist them. Many will not know:

- a. how to resolve it
- b. what alternatives there are available to them
- c. what their differences really are.

Either mediation or arbitration is needed to "sort out" their differences.

### **TIMING**

It is suggested that a nominee arbitrator is the best person to put to the parties what the alternatives are, and **when to apply them**. The first mention of "alternatives" ought to be at the Preliminary Meeting.

In the course of the preliminary conference in the arbitration, it is appropriate for the arbitrator to raise the topic of an S27/Mediation, but if the parties are not interested he should then leave well alone.

If they are interested, and it really depends on the attitude of the parties whether the arbitrator involves himself

in making arrangements for the S27/Mediation or whether the parties wish to do that themselves.

If the parties are already well aware of their respective positions and the dispute is a simple one, S27/Mediation is best conducted early in the dispute, before costs have become a dominating consideration.

On the other hand, where the parties have not worked out their own positions, let alone the other's, it is better to hold the S27/Mediation **after the close of pleadings** and perhaps even **after discovery**.

Mediations have apparently failed, because the parties themselves arranged the mediation at a very **early stage** in their dispute and the claimant had not really formulated its claim.

*(Anecdote) Despite (or perhaps because of) a very large team, the claimant was thrown into confusion by a simple request to state the sum of money which it was prepared to accept. That request provoked a lively debate amongst the claimant's team, accompanied by furious scribbles on the back of an envelope. Clearly, it would have been better if the mediation had been held at a later time, when the claim had been properly formulated.*

*At the time, that mediation seemed to have failed totally, but curiously enough at a very late stage in the subsequent arbitration, the dispute was settled on the basis of a suggestion made at the mediation by the respondent, not to pay a money sum but to provide a technical solution at no charge to the claimant.*

The District Court system of pre-trial conferences is successful in concentrating the minds of the parties on the need of settlement, because the alternative to settlement is the granting of a trial date. S27/Mediation may have a better chance of success if **relatively late in the proceedings**, where the alternative is that the parties have to fight a protracted hearing.

Many experienced arbitrators advocate raising the S27 both at the Preliminary meeting and after discovery. That is the time when (possibly) at least one party is fully acquainted with what is to come (or indeed what has happened to get him into this situation!).

### **HOW MANY CONFERENCES?**

How many conferences there should be depends entirely upon the nature of the dispute and it may be that the first conference, each party raises points not properly considered by the other and both parties have to go away, in order to their stance.

### **WHO SHOULD CONDUCT THE S27 / MEDIATION?**

Normally, not the arbitrator.

A nominee (and not having entered the reference) could be in the position of having some form of leaning towards such a conference from the parties, he/she is well advised to consider:

*“Is this dispute likely to settle though the conference, and if not, what then?”*

A nominee ought not to have any problems in considering their own future with the dispute. It is suggested, the arbitrator/nominee declare to the parties what the implications might be if the arbitrator does / does not take on the that role.

If the nominee / arbitrator believes that this is not a position he/she should adopt, why not ask the parties if they would like to be provided with a list of accredited persons who could act as *mediator, conciliator or other non-arbitral intermediary*.

The parties could be directed to the administrator of the IAMA or the website.

### **SHOULD S27 BE IMPOSED ON THE PARTIES?**

The general consensus is “no”.

Experience tells us that compulsory situations do not leave the opportunity for parties to “*come up with their own solution*” (as if that too has been imposed on them), or, e.g. if legal issues

favour one party too strongly no commercial relationship can be used as a meditating tool.

Remember, in some instances the personalities can and do get in the way, that is why the parties cannot solve their differences without the arbitrator!

Hence, some disputes are impossible to mediate.

### **WHAT OTHER S27 RELATED OPPORTUNITIES ARE THERE?**

Expert evidence to appraised binding or not – perhaps by:

- a. a conclave of experts
- b. expert determination

It is useful to fully explain that **another** 3<sup>rd</sup> person may be able to assist them both and perhaps indicate how they might find the “*other person*” and how that might happen.

Another expert may be able to reduce the ambit by eliminating some or all of the technical issues leaving the arbitrator with the task of dealing with the remainder.

### **SUMMARY**

- Remember the parties are in control of the process, the arbitrator simply “guides” them through it.
- Parties might suspend arbitration for s27, possibly reduce some or all of the matters in dispute and/or resume Its up to them.
- Notwithstanding the comments above, the arbitrator is encouraged to raise alternatives at each and every reasonable opportunity.
- The arbitrator’s role is to solve a problem the parties have between them. That role as dispute resolvers may not be fully satisfied unless the dispute resolver (arbitrator) is always mindful of S27 and its variations as viable alternatives.

~~~~~  
Thanks extended to Clive Raymond and Laurie James for their input.

## POST MORTEM

The following comments arose out of the open forum session from the attendees following the presentation. They are presented for consideration by practicing arbitrators and mediators:

1. Each arbitration has its individual circumstances – for e.g. simple disputes regarding mainly workmanship issues might well be served with ‘alternative means’, but complex legally orientated disputes may not. The arbitrator needs to be circumspect as to when, or indeed if, S27 should be raised.
2. In some instances the parties might have already canvassed alternative dispute resolution alternatives, either through counsel or as imposed under the contract.
3. It is prudent not to be too forthcoming with suggestions of S27 or similar for fear of losing credibility with the parties (see 2. above)
4. There may not be a huge impact on the dispute resolution industry if S27 was removed from the Act.
5. Arbitrators can ‘remind’ the parties that they can settle the dispute themselves at any time.

## Working parties for WA Chapter Activities 2002

### COURSES

#### *Industrial Arbitration*

Clive Raymond, Ian Johnstone

#### *Arbitration Workshops & Expert Determination*

Alan Swann, Phil Faigen

#### *Masters Course*

Laurie James

### MEETINGS

#### *Professional Development, Speakers/ questions for General Meetings*

Bruce Phillips

#### *Breakfasts*

Barry Tonkin

### GENERAL ASSISTANCE WHERE NEEDED

You tell us !

### GENERAL

#### *The View*

Barry Tonkin

#### *University Course*

Kim Doherty

#### *Liaison with Judiciary*

Laurie James

#### *Law firm presentations*

Clive Raymond, Pat Pinder,

#### *Regional Initiatives*

Clive Raymond, Phil Faigen

#### *Liaison with WA Rail Access Regime*

John Hogg

#### *Liaison with WADRA*

Laura Gray

#### *Liaison with Law Society*

Laurie James

## THE LAWYER

A lawyer parks his brand new Porsche in front of the office to show it off to his colleagues. As he's getting out of the car, a semi-trailer comes flying along too close to the kerb and takes off the door Before speeding off. Distraught, the lawyer grabs his mobile and calls the cops.

Five minutes later, the police arrive. Before the cop has a chance to ask any questions, the lawyer starts screaming hysterically: "My Porsche, My beautiful silver Porsche is ruined. No matter how long it's at the panel beaters it'll simply never be the same again!"

After the lawyer finally finishes his rant, the policeman shakes his head in disgust. "I can't believe how materialistic you bloody lawyer's are," he says. "You lot are so focused on your possessions that you don't notice anything else in your life."

"How can you say such a thing at a time like this?" snaps the lawyer.

The policeman replies, "Didn't you realize that your right arm was torn off when the truck hit you." The lawyer looks down in absolute horror.

Oh hell!" he screams. "Where's my Rolex?"

## **ISLAND LIVING**

On a group of beautiful deserted islands in the middle of nowhere, the following people are suddenly stranded by, as you might expect, a shipwreck:

2 Italian men and 1 Italian woman  
2 French men and 1 French woman  
2 German men and 1 German woman  
2 Greek men and 1 Greek woman  
2 English men and 1 English woman  
2 Bulgarian men and 1 Bulgarian woman  
2 Japanese men and 1 Japanese woman  
2 Chinese men and 1 Chinese woman  
2 American men and 1 American woman  
2 Irish men and 1 Irish woman

One month later on these same absolutely stunning deserted islands in the middle of nowhere, the following things have occurred:

One Italian man killed the other Italian man for the Italian woman.

The two French men and the French woman are living happily together in a ménage-a-trois.

The two German men have a strict weekly schedule of alternating visits with the German woman.

The two Greek men are sleeping with each other and the Greek woman is cleaning and cooking for them.

The two English men are waiting for someone to introduce them to the English woman.

The two Bulgarian men took one long look at the endless ocean, and another long look at the Bulgarian woman, and started swimming.

The two Japanese men have faxed Tokyo and are awaiting instructions.

The two Chinese men have set up a pharmacy, a liquor store, a restaurant and a laundry, and have got the woman pregnant in order to supply employees for their stores.

The two American men are contemplating the virtues of suicide because the American woman keeps endlessly complaining. Complaining about her body; the true nature of feminism; how she can do everything they can do; the necessity of fulfillment; the equal division of household chores. She complains how sand and palm trees make her look fat; how her last boyfriend respected her opinion and treated her nicer than they do; how her relationship with her mother is improving. But at least the taxes are low and it isn't raining.

The two Irish men have divided the island into North and South and set up a distillery. They do not remember if sex is in the picture because it gets sort of foggy after the first few litres of coconut whisky. But they're satisfied because at least the English aren't getting laid either.

**THE ESTABLISHMENT OF THE SOUTH WEST REGIONAL BRANCH  
AS A CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION**

*22 June 2002 at 9.15 am*  
*The Court House*  
**Busselton**

An Introduction to the Opportunities provided by Arbitration, Mediation and Membership  
of the Institute of Arbitrators & Mediators Australia

**PROGRAMME**

Presenters: Mr Phil Faigen Chairman, the WA Chapter of the IAMA  
Mr Clive Raymond Vice Chairman of the W.A Chapter

9.30am–9.45 am Introduction  
9.45am–10.00 am Alternative Dispute Resolution in general

**ARBITRATION**

10.00am–10.30am A summary of the arbitration process, The Legislative Framework  
10.30am–10.40am Questions  
10.40am–10.55am Teabreak  
10.55am–11.25am The Commencement of the Arbitration, The Preliminary Conference  
11.25am–11.35am Questions  
11.35am–12.15pm The Prehearing Stage  
12.15pm–12.25pm Questions  
12.25pm–12.55pm The Hearing  
12.55pm–1.00pm Questions  
1.00pm–1.45pm Lunch  
1.45pm–2.10pm The Award  
2.10pm–2.15pm Questions

**MEDIATION AND CONCILIATION**

2.15pm–2.40pm The difference between mediation, and conciliation  
The Psychology of the Process  
The Preparatory Steps  
2.40pm–2.45pm Questions  
2.45pm–3.10pm The Mediation  
3.10pm–3.20pm Questions  
3.20pm–3.35pm Teabreak  
3.35pm–4.15pm Busselton as a centre for alternative dispute resolution  
How will it work?  
General discussion and participation  
Election of Branch Secretary  
4.15pm Social Session: Drinks and Snacks

**COST \$275.00 (incl GST)**

Includes membership of the Institute to 31 December 2002 \*

***THE EXECUTIVE COMMITTEE can be contacted on the numbers below for any matter relating to the Institute.***

| <b>Name</b>                                          | <b>Ph. work</b> | <b>Fax</b> | <b>e-mail</b>                                                                        |
|------------------------------------------------------|-----------------|------------|--------------------------------------------------------------------------------------|
| Phil Faigen<br>Chairman                              | 9316 3025       | 9316 3023  | <a href="mailto:faigen@allpointsbuilding.com.au">faigen@allpointsbuilding.com.au</a> |
| Clive Raymond<br>Vice Chairman                       | 9263 7132       | 9263 7177  | <a href="mailto:craymond@kpmg.com.au">craymond@kpmg.com.au</a>                       |
| Alan Swann<br>Immediate Past Chairman                | 9257 2032       | 9293 3936  | <a href="mailto:alanes@p085.aone.net.au">alanes@p085.aone.net.au</a>                 |
| Barry Tonkin<br>Treasurer                            | 9222 4769       | 9222 8130  | <a href="mailto:Barry.tonkin@dhw.wa.gov.au">Barry.tonkin@dhw.wa.gov.au</a>           |
| Laurie James                                         | 9321 3755       | 9321 3465  | <a href="mailto:Chamilton@kottgunn.com.au">Chamilton@kottgunn.com.au</a>             |
| Richard Machell                                      | 9531 2033       | 9531 1344  | <a href="mailto:rmachell@southwest.com.au">rmachell@southwest.com.au</a>             |
| Laura Gray                                           | 9561 6695       | 9561 6674  | <a href="mailto:laura_gray@bigpond.com">laura_gray@bigpond.com</a>                   |
| Ian Johnstone                                        | 9321 8187       | 9481 5664  | <a href="mailto:ijohnstone@apesma.asn.au">ijohnstone@apesma.asn.au</a>               |
| Pat Pinder                                           | 9368 1791       | 9368 1791  | <a href="mailto:Patpin@inet.net.au">Patpin@inet.net.au</a>                           |
| <b>Administrator:<br/>Sue Doherty</b>                | 9368 4755       | 9368 4744  | <a href="mailto:Suedoherty@bigpond.com">Suedoherty@bigpond.com</a>                   |
| <b>Postal address: IAMA, PO Box 518 COMO WA 6952</b> |                 |            |                                                                                      |

The attached picture should be accompanied by a caption:

"Receiving some motivation – Aren't you supposed to be cutting the red wire?"

Perhaps members could contribute their version of a suitable (arbitration) caption - a competition with a booby prize?

