



SAINT LUCIA

CHAPTER 2.06

ARBITRATION ACT

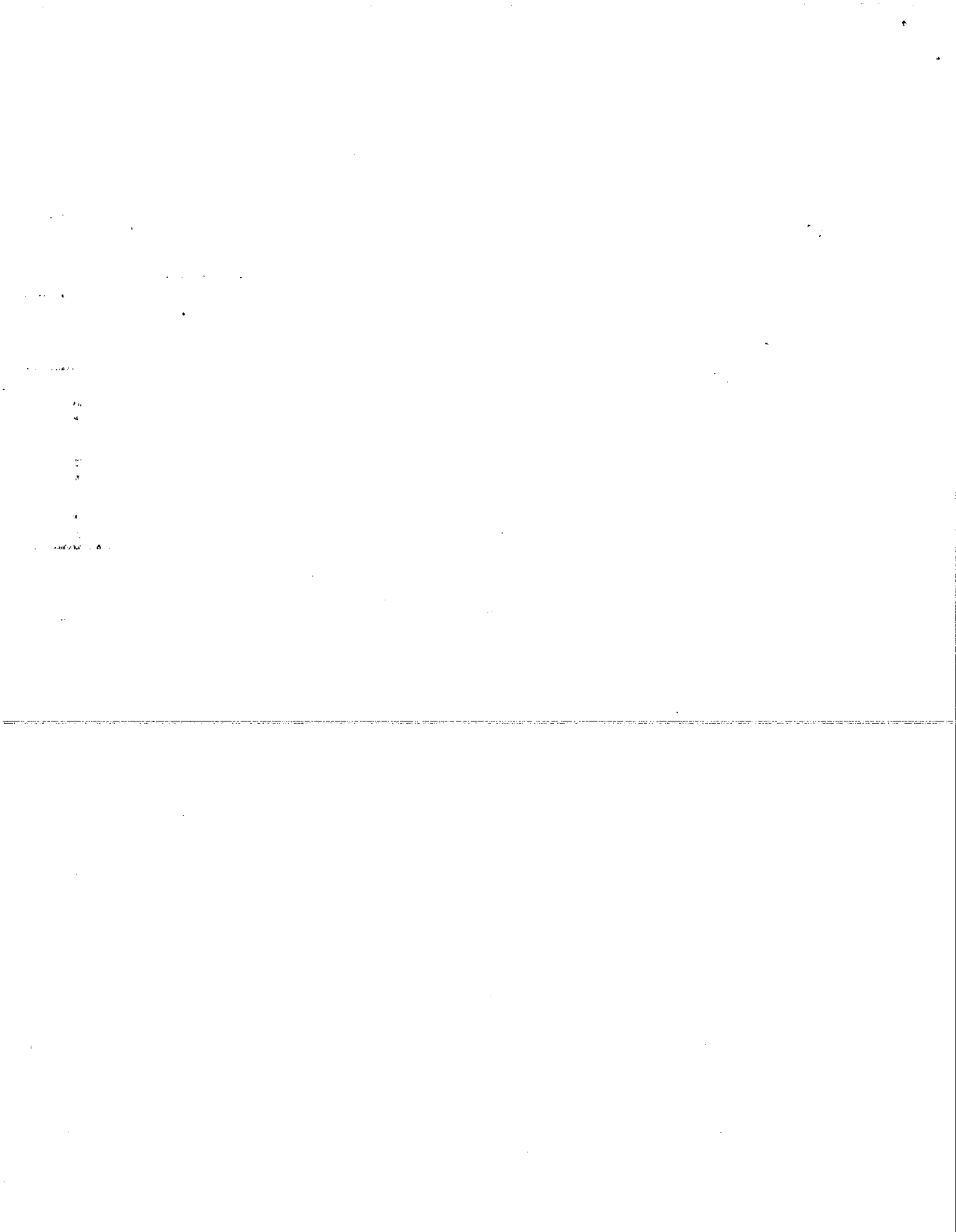
Revised Edition
Showing the law as at 31 December 2001

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

ARBITRATION ACT

Act 29 of 1955 .. in force 15 October 1955



CHAPTER 2.06

ARBITRATION ACT

ARRANGEMENT OF SECTIONS

Section

1.	Short title.....	5
2.	Interpretation.....	5
3.	Arbitration agreement irrevocable having effect as order of Court.....	5
4.	Provisions implied in arbitration agreements.....	6
5.	Arbitration agreement not to be discharged by death of party thereto.....	6
6.	Provisions in case of bankruptcy.....	6
7.	Power to stay proceedings where there is an arbitration agreement.....	7
8.	Power of Court to appoint an arbitrator or umpire.....	7
9.	Provisions on the appointment of 2 arbitrators.....	8
10.	Provisions on the appointment of 3 arbitrators.....	8
11.	Arbitrators and umpires to use due dispatch.....	9
12.	Power of court where arbitrator is not impartial or dispute involves fraud.....	9
13.	Where arbitrator is removed or appointment of arbitrator is revoked.....	10
14.	When umpire is the sole arbitrator.....	11
15.	Powers of arbitrator.....	11
16.	Witnesses may be summoned by subpoena.....	11
17.	Enlargement of time for making award.....	11
18.	Power to remit award for reconsideration.....	11
19.	Power to set aside award.....	12
20.	Enforcing award.....	12
21.	Interest on awards.....	12
22.	Provision as to costs.....	12
23.	Limitation of time for commencing arbitration proceedings.....	13
24.	Reference for enquiry and report.....	15
25.	Reference for trial.....	15
26.	Powers and remuneration of referees and arbitrators.....	15
27.	Court to have powers as in references by consent.....	16
28.	Powers of Court of Appeal on appeal.....	16
29.	Power to compel attendance of witness.....	16
30.	Additional powers of Court.....	16
31.	Statement of case by arbitrator or umpire.....	17
32.	Costs.....	17
33.	Taxation of arbitrator's or umpire's fees.....	18
34.	Crown to be bound.....	18
35.	Application of Act to references under statutory powers.....	18
36.	Forms.....	19
37.	Power for Supreme Court to make rules.....	19
38.	Application of this Act to arbitration under certain contracts.....	19
39.	Saving or pending arbitrations.....	19

SCHEDULE 1	20
SCHEDULE 2	21
SCHEDULE 3	22

CHAPTER 2.06
ARBITRATION ACT

(Act 29 of 1955)

AN ACT relating to arbitrations.

Commencement [15 October 1955]

1. SHORT TITLE

This Act may be cited as the Arbitration Act.

2. INTERPRETATION

In this Act—

“**arbitration agreement**” means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not;

“**Court**” means the High Court or a judge thereof;

“**reference**” means a reference under an order made by the Court;

“**rules of court**” means the Eastern Caribbean Supreme Court Civil Procedure Rules.

References by Consent out of Court

3. ARBITRATION AGREEMENT IRREVOCABLE HAVING EFFECT AS ORDER OF COURT

An arbitration agreement, unless a contrary intention is expressed therein, shall be irrevocable except by leave of the Court and shall have the same effect in all respects as if it had been made an order of Court.

4. PROVISIONS IMPLIED IN ARBITRATION AGREEMENTS

An arbitration agreement, unless a contrary intention is expressed therein, shall be deemed to include the provisions set out in Schedule 1, so far as they are applicable to the reference under the arbitration agreement.

5. ARBITRATION AGREEMENT NOT TO BE DISCHARGED BY DEATH OF PARTY THERETO

- (1) An arbitration agreement shall not be discharged by the death of any party thereto, either as respects the deceased or any other party, but shall in such an event be enforceable by or against the personal representative of the deceased.
- (2) The authority of an arbitrator shall not be revoked by the death of any party by whom he or she was appointed.
- (3) Nothing in this section shall be taken to affect the operation of any enactment or rule of law by virtue of which any right of action is extinguished by the death of a person.

6. PROVISIONS IN CASE OF BANKRUPTCY

- (1) Where it is provided by a term in a contract to which a bankrupt is a party that any differences arising thereout or in connection therewith, shall be referred to arbitration, the said term shall, if the trustee in bankruptcy adopts the contract, be enforceable by or against him or her so far as relates to any such differences.
- (2) Where a person who has been adjudged bankrupt had before the commencement of the bankruptcy become a party to an arbitration agreement and any matter to which the agreement applies requires to be determined in connection with or for the purposes of the bankruptcy proceedings, then, if the case is one to which subsection (1) of this section does not apply, any other party to the agreement or, with the consent of the committee of inspection, the trustee in bankruptcy, may apply to the Court for an order directing that the matter in question shall be referred to arbitration in accordance with the agreement, and the Court may, if it is of opinion that, having regard to all the circumstances of the case, the matter ought to be determined by arbitration, make an order accordingly.

7. POWER TO STAY PROCEEDINGS WHERE THERE IS AN ARBITRATION AGREEMENT

If any party to an arbitration agreement, or any person claiming through or under him or her, commences any legal proceedings in the Court against any other party to the arbitration agreement, or any person claiming through or under him or her, in respect of any matter agreed to be referred, any party to such legal proceedings may, at any time after appearance and before delivering any pleadings or taking any other steps in the proceedings, apply to the Court to stay the proceedings, and the Court, if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the arbitration agreement, and that the applicant was, at the time when the proceedings were commenced, and still remains, ready and willing to do all things necessary to the proper conduct of the arbitration, may make an order staying the proceedings.

8. POWER OF COURT TO APPOINT AN ARBITRATOR OR UMPIRE

- (1) In any of the following cases—
- (a) where an arbitration agreement provides that the reference shall be to a single arbitrator, and all the parties do not after differences have arisen concur in the appointment of an arbitrator, or
 - (b) if an appointed arbitrator refuses to act, or is incapable of acting or dies, or is absent from Saint Lucia, and the arbitration agreement does not show that it was intended that the vacancy should not be supplied, and the parties do not supply the vacancy, or
 - (c) where the parties or 2 arbitrators are at liberty to appoint an umpire or third arbitrator, or where 2 arbitrators are required to appoint an umpire, and do not appoint him or her, or
 - (d) where an appointed umpire or third arbitrator refuses to act, or is incapable of acting or dies, or is absent from Saint Lucia, and the arbitration agreement does not show that it was intended that the vacancy should not be supplied, and the parties or arbitrators do not supply the vacancy,

any party may serve the other parties or the arbitrators as the case may be, with a written notice to appoint an arbitrator, umpire or third arbitrator.

- (2) If the appointment is not made within 7 clear days after the service of the notice, the Court may, on application by the party who gave the notice, appoint an arbitrator, umpire or third arbitrator, who shall have the like powers to act in the reference and make an award as if he or she had been appointed by consent of all parties.

9. PROVISIONS ON THE APPOINTMENT OF 2 ARBITRATORS

Where an arbitration agreement provides that a reference shall be to 2 arbitrators, one to be appointed by each party, then, unless the arbitration agreement expresses a contrary intention—

- (a) if either of the appointed arbitrators refuses to act, or is incapable of acting or dies, or is absent from Saint Lucia, the party who appointed him or her may appoint a new arbitrator in his or her place; or
- (b) if, on such a reference, one party fails to appoint an arbitrator, either originally or by way of substitution as aforesaid, for 7 clear days after the other party, having appointed his or her arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference, and his or her award shall be binding on both parties as if he or she had been appointed by consent.

However, the Court may set aside any appointment made under this section.

10. PROVISIONS ON THE APPOINTMENT OF 3 ARBITRATORS

- (1) Where an arbitration agreement provides that the reference shall be to 3 arbitrators, one to be appointed by each party and the third to be appointed by the 2 appointed by the parties, the agreement shall have effect as if it provided for the appointment of an umpire, and not for the appointment of a third arbitrator, by the 2 arbitrators appointed by the parties.

- (2) Where an arbitration agreement provides that the reference shall be to 3 arbitrators to be appointed otherwise than as mentioned in subsection (1), the award of any 2 of the arbitrators shall be binding.

11. ARBITRATORS AND UMPIRES TO USE DUE DISPATCH

- (1) The Court may, on the application of any party to a reference, remove an arbitrator or umpire who fails to use all reasonable dispatch in entering on and proceeding with the reference and making an award.
- (2) An arbitrator or umpire who is removed by the Court under this section shall not be entitled to receive any remuneration in respect of his or her services.
- (3) Subject to the provisions of section 18(2) and to anything to the contrary in the arbitration agreement, an arbitrator or umpire shall have power to make an award at any time.
- (4) For the purposes of this section, "proceeding with a reference" includes, in a case where 2 arbitrators are unable to agree, giving notice of that fact to the parties and to the umpire.

12. POWER OF COURT WHERE ARBITRATOR IS NOT IMPARTIAL OR DISPUTE INVOLVES FRAUD

- (1) Where an agreement between any parties provides that disputes which may arise in the future between them shall be referred to an arbitrator named or designated in the agreement and after a dispute has arisen any party applies, on the ground that the arbitrator so named or designated is not or may not be impartial, for leave to revoke the arbitration agreement or for an injunction to restrain any other party or the arbitrator from proceeding with the arbitration, it shall not be a ground for refusing the application that the said party at the time when he or she made the agreement knew, or ought to have known, that the arbitrator by reason of his or her relation towards any other party to the agreement or of his or her connection with the subject referred might not be capable of impartiality.
- (2) Where an agreement between any parties provides that disputes which may arise in the future between them shall be referred as provided in subsection (1) hereof and a dispute which so arises

involves the question whether any such party has been guilty of fraud, the Court shall, so far as may be necessary to enable that question to be determined by the Court, have power to order that the agreement shall cease to have effect and power to give leave to revoke any submission made thereunder.

- (3) In any case where by virtue of this section the Court has power to order that an arbitration agreement shall cease to have effect or to give leave to revoke a submission, the Court may refuse to stay any action brought in breach of the agreement.

13. WHERE ARBITRATOR IS REMOVED OR APPOINTMENT OF ARBITRATOR IS REVOKED

- (1) Where an arbitrator (not being a sole arbitrator), or 2 or more arbitrators (not being all the arbitrators) or an umpire who has not entered on the reference is or are removed by the Court, the Court may, on the application of any party to the arbitration agreement, appoint a person or persons to act as arbitrator or arbitrators or umpire in place of the person or persons so removed.
- (2) Where the appointment of an arbitrator or arbitrators or umpire is revoked by leave of the Court, or a sole arbitrator or all the arbitrators or an umpire who has entered on the reference is or are removed by the Court, the Court may, on the application of any party to the arbitration agreement, either—
 - (a) appoint a person to act as sole arbitrator in place of the person or persons removed; or
 - (b) order that the arbitration agreement shall cease to have effect with respect to the dispute referred.
- (3) A person appointed under this section by the Court as an arbitrator or umpire shall have the like power to act in the reference and to make an award as if he or she had been appointed in accordance with the terms of the arbitration agreement.
- (4) Where it is provided (whether by means of a provision in the arbitration agreement or otherwise) that an award under an arbitration agreement shall be a condition precedent to the bringing of an action with respect to any matter to which the agreement applies, the Court, if it orders (whether under this section or under any other enactment) that the agreement shall

cease to have effect as regards any particular dispute, may further order that the provision making an award a condition precedent to the bringing of an action shall also cease to have effect as regards that dispute.

14. WHEN UMPIRE IS THE SOLE ARBITRATOR

At any time after the appointment of an umpire however appointed, the Court may, on the application of any party to the reference and notwithstanding anything to the contrary in the arbitration agreement, order that the umpire shall enter on the reference in lieu of the arbitrators and as if he or she were a sole arbitrator.

15. POWERS OF ARBITRATOR

The arbitrators or umpire acting under an arbitration agreement shall, unless the arbitration agreement expresses a contrary intention, have power—

- (a) to administer oaths to or take the affirmations of the parties and witnesses appearing; and
- (b) to correct in an award any clerical mistake or error arising from any accidental slip or omission.

16. WITNESSES MAY BE SUMMONED BY SUBPOENA

Any party to an arbitration agreement may sue out a writ of *subpoena ad testificandum* or of *subpoena duces tecum*, but a person shall not be compelled under any such writ to produce any document which he or she could not be compelled to produce on the trial of an action.

17. ENLARGEMENT OF TIME FOR MAKING AWARD

The time for making an award may from time to time be enlarged by order of the Court whether the time for making the award has expired or not.

18. POWER TO REMIT AWARD FOR RECONSIDERATION

- (1) In all cases of reference to arbitration the Court may from time to time remit the matters referred, or any of them, to the reconsideration of the arbitrators or umpire.

- (2) Where an award is remitted, the arbitrators or umpire shall, unless the order otherwise directs, make their award within 3 months after the date of the order.

19. POWER TO SET ASIDE AWARD

- (1) Where an arbitrator or umpire has misconducted himself or herself or the proceedings, the Court may remove him or her. However, before making any such order the arbitrator or umpire may, if the Court so directs, be given an opportunity of showing cause against such order.
- (2) Where an arbitrator or umpire has misconducted himself or herself or the proceedings, or an arbitration or award has been improperly procured, the Court may set the award aside.

20. ENFORCING AWARD

An award or an arbitration agreement may, by leave of the Court, be enforced in the same manner as a judgment or order of the Court to the same effect and in such case judgment may be entered in terms of the award.

21. INTEREST ON AWARDS

A sum directed to be paid by an award shall, unless the award otherwise directs, carry interest as from the date of the award and at the same rate as a judgment debt.

22. PROVISION AS TO COSTS

- (1) Any provision in an arbitration agreement to the effect that the parties or any party thereto shall in any event pay their or his or her own costs of the reference or award or any part thereof shall be void and this Act shall in the case of an arbitration agreement containing any such provision have effect as if that provision were not contained therein.

However, nothing herein shall invalidate such a provision when it is part of an agreement to submit to arbitration a dispute which has arisen before the making of such agreement.

- (2) If no provision is made by an award with respect to the costs of the reference, any party to the reference may within 14 days of the publication of the award or such further time as a court may direct apply to the arbitrator for an order directing by and to whom such costs shall be paid, and thereupon the arbitrator shall after hearing any party who may desire to be heard amend his or her award by adding thereto such directions as he or she may think proper with respect to the payment of the costs of the reference.

23. LIMITATION OF TIME FOR COMMENCING ARBITRATION PROCEEDINGS

- (1) The statutes of limitation shall apply to arbitrations as they apply to proceedings in the Court.
- (2) Notwithstanding any term in an arbitration agreement to the effect that no cause of action shall accrue in respect of any matter required by the agreement to be referred until an award is made under the agreement, a cause of action shall, for the purpose of the statutes of limitation both as originally enacted and as applying to arbitrations, be deemed to have accrued in respect of any such matter at the time when it would have accrued but for that term in the agreement.
- (3) For the purpose of this section and for the purpose of the statutes of limitation as applying to arbitrations, an arbitration shall be deemed to be commenced when one party to the arbitration agreement serves on the other party or parties a notice requiring him or her or them to appoint an arbitrator, or, where the arbitration agreement provides that the reference shall be to a person named or designated in the agreement, requiring him or her or them to submit the dispute to the person so named or designated.
- (4) Any such notice as is mentioned in subsection (3) may be served in addition to any other manner provided in the arbitration agreement either—
 - (a) by delivering it to the person on whom it is to be served;
 - (b) by leaving it at the usual or last known place of abode in Saint Lucia of that person; or

- (c) by sending it by post in a registered letter addressed to that person at his or her usual or last known place of abode in Saint Lucia.

Where a notice is sent by post in manner prescribed by paragraph (c), service thereof shall, unless the contrary is proved, be deemed to have been effected at the time at which the letter would have been delivered in the ordinary course of post.

- (5) Where the terms of an agreement to refer future disputes to arbitration provide that any claims to which the agreement applies shall be barred unless notice to appoint an arbitrator is given or an arbitrator is appointed or some other step to commence arbitration proceedings is taken within a time fixed by the agreement, and a dispute arises to which the agreement applies, the Court, if it is of opinion that in the circumstances of the case undue hardship would otherwise be caused, and notwithstanding that the time so fixed has expired, may, on such terms (if any) as the justice of the case may require, but without prejudice to the foregoing provisions of this section, extend the time for such period as it thinks proper.
- (6) Where the Court orders that an award be set aside or orders, after the commencement of an arbitration, that the arbitration agreement shall cease to have effect with respect to the dispute referred, the Court may further order that the period between the commencement of the arbitration and the date of the order of the Court shall be excluded in computing the time prescribed by the statutes of limitation for the commencement of proceedings (including arbitration) with respect to the dispute referred.
- (7) For the purposes of this section, "the statutes of limitation" include the Civil Code and any other enactment limiting the time within which any particular proceeding may be commenced.

References under Order of Court

24. REFERENCE FOR ENQUIRY AND REPORT

- (1) Subject to the provisions of the Code of Civil Procedure and to rules of Court, the Court may refer to a referee for enquiry or report any question arising in any cause or matter, other than a criminal proceeding by the Crown.
- (2) The report of a referee may be adopted wholly or partially by the Court, and if so adopted may be enforced as a judgment or order to the same effect.

25. REFERENCE FOR TRIAL

In any cause or matter (other than a criminal proceeding by the Crown)—

- (a) if all the parties interested who are not under disability consent; or
- (b) if the cause or matter requires any prolonged examination of documents or any scientific or local investigation which cannot in the opinion of the Court conveniently be made before the Court or conducted by the Court through its other ordinary officers; or
- (c) if the question in dispute consists wholly or in part of matters of account,

the Court may at any time order the whole cause or matter, or any question or issue of fact arising therein to be tried before a referee or arbitrator agreed on by the parties, or in default of agreement, before a referee or officer of the Court appointed by the Court.

26. POWERS AND REMUNERATION OF REFEREES AND ARBITRATORS

- (1) In all cases of reference to a referee or arbitrator, the referee or arbitrator shall be deemed to be an officer of the Court, and subject to the Code of Civil Procedure and to rules of Court shall have such authority and conduct the reference in such manner as the Court may direct.
- (2) The report or award of a referee or arbitrator on any such reference shall, unless set aside by the Court, be equivalent to a finding of fact by the Court.

- (3) The remuneration to be paid to a referee or arbitrator to whom any matter is referred under an order of the Court shall be determined by the Court.

27. COURT TO HAVE POWERS AS IN REFERENCES BY CONSENT

The Court shall, in relation to references, have all the powers which are by this Act conferred on the Court as to references by consent out of Court.

28. POWERS OF COURT OF APPEAL ON APPEAL

The Court of Appeal shall, on an appeal, have all such powers as are conferred by the provisions of this Act on the Court in relation to references.

General

29. POWER TO COMPEL ATTENDANCE OF WITNESS

- (1) The Court may order that a writ of *subpoena ad testificandum* or of *subpoena duces tecum* shall issue to compel the attendance before a referee, or before any arbitrator or umpire of a witness in Saint Lucia.
- (2) The Court may order that a writ of *habeas corpus ad testificandum* shall issue to bring up a prisoner for examination before a referee or arbitrator or before an umpire.

30. ADDITIONAL POWERS OF COURT

- (1) The Court shall have, for the purpose of and in relation to a reference, the same power of making orders in respect of any of the matters set out in Schedule 2 as it has for the purpose of and in relation to an action or matter in the Court.

However, nothing in the foregoing provision shall be taken to prejudice any power which may be vested in an arbitrator or umpire of making orders with respect to any of the matters aforesaid.

- (2) Where relief by way of opposition or interpleader is granted and it appears to the Court that the claims in question are matters to which an arbitration agreement to which the claimants are parties applies, the Court may direct the issue between the claimants to be determined in accordance with the agreement.
- (3) Where an application is made to set aside an award the Court may order that any money made payable by the award shall be brought into Court or otherwise secured pending the determination of the application.

31. STATEMENT OF CASE BY ARBITRATOR OR UMPIRE

- (1) An arbitrator or umpire may, and shall, if so directed by the Court, state—
 - (a) any question of law arising in the course of the reference, or
 - (b) an award or any part of an award,in the form of a special case for the decision of the Court.
- (2) A special case with respect to an interim award or with respect to a question of law arising in the course of a reference may be stated, or may be directed by the Court to be stated, notwithstanding that proceedings under the reference are still pending.
- (3) A decision of the Court under this section shall be deemed to be a final judgment of the Court within the meaning of section 4 of the West Indian Court of Appeal (Local Provisions) Act (which relates to the right of a party to appeal to the West Indian Court of Appeal from a judgment of the Court) but no appeal shall lie from the decision of the Court on any case stated under subsection (1)(a) without leave of the Court or of the Court of Appeal.

32. COSTS

Any order made under this Act may be made on such terms as to costs, or otherwise, as the authority making the order thinks just.

33. TAXATION OF ARBITRATOR'S OR UMPIRE'S FEES

- (1) If in any case an arbitrator or umpire refuses to deliver his or her award except on payment of the fees demanded by him or her, the Court may, on an application for the purpose, order that the arbitrator or umpire shall deliver the award to the applicant on payment into Court by the applicant of the fees demanded, and further that the fees demanded shall be taxed by the Registrar of the Court and that out of the money paid into Court there shall be paid out to the arbitrator or umpire by way of fees such sum as may be found reasonable on taxation and that the balance of the money (if any) shall be paid out to the applicant.
- (2) An application for the purposes of this section may be made by any party to the reference unless the fees demanded have been fixed by a written agreement between him or her and the arbitrator or umpire.
- (3) A taxation of fees under this section may be reviewed in the same manner as a taxation of costs.
- (4) The arbitrator or umpire shall be entitled to appear and be heard on any taxation or review under this section.

34. CROWN TO BE BOUND

~~This Act shall, except as herein expressly mentioned, apply to any arbitration to which Her Majesty in right of the Crown, or any officer of the Government in respect of any act or omission by him or her or by his or her department, is a party, but nothing in this Act shall empower the Court to order any proceedings to which Her Majesty is a party or any question or issue in any such proceedings, to be tried before any referee, arbitrator, or officer without the consent in writing of the Governor General.~~

35. APPLICATION OF ACT TO REFERENCES UNDER STATUTORY POWERS

This Act shall apply in relation to every arbitration under any other enactment passed before or after the coming into operation of this Act as if the arbitration were pursuant to an arbitration agreement and as if that other enactment were an arbitration agreement, except in so far as this Act is inconsistent with the other enactment regulating the

arbitration or with any rules or procedure authorised or recognised by that other enactment.

36. FORMS

The forms set out in Schedule 3 or forms similar thereto, with such variations or additions as the circumstances of each case require, may be used for the respective purposes there mentioned, and, if used, shall not be called in question.

37. POWER FOR SUPREME COURT TO MAKE RULES

The Chief Justice of the Supreme Court may make rules consistent with this Act as to—

- (a) the filing of awards and all proceedings consequent thereon or incidental thereto;
- (b) the filing and hearing of special cases and all proceedings consequent thereon or incidental thereto;
- (c) generally, all proceedings in Court under this Act.

38. APPLICATION OF THIS ACT TO ARBITRATION UNDER CERTAIN CONTRACTS

Whenever in any contract it is directed or agreed that any arbitration under or in pursuance of such contract shall be under the Arbitration Act, 1889, of the United Kingdom such contract shall be read as if this Act were substituted for the aforesaid Act.

39. SAVING OR PENDING ARBITRATIONS

- (1) This Act shall apply to any arbitration commenced after the coming into operation of this Act under any agreement or order made before the coming into operation of this Act.
- (2) For the purposes of this section, an arbitration shall be deemed to have commenced when one party to the arbitration agreement serves on the other party or parties a notice requiring him or her or them to appoint an arbitrator, or, where the arbitration agreement provides that the reference shall be to a person named or designated in the agreement, requiring him or

her or them to submit the dispute to the person so named or designated.

SCHEDULES

SCHEDULE 1

(Section 4)

PROVISIONS TO BE IMPLIED IN ARBITRATION AGREEMENT

1. If no other mode of reference is provided, the reference shall be to a single arbitrator.
2. If the reference is to 2 arbitrators, the 2 arbitrators shall appoint an umpire immediately after they are themselves appointed.
3. If the arbitrators have delivered to any party to the arbitration agreement, or to the umpire a notice in writing, stating that they cannot agree, the umpire may enter on the reference in lieu of the arbitrators.
4. If the parties to an arbitration agreement between whom differences have arisen are unable to agree as to the terms upon which such differences shall be submitted to arbitration, any party may apply to a Judge in Chambers by petition to be served on the other party to settle the terms of reference.
5. The parties to the reference, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbitrators or umpire, on oath or affirmation, in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrators or umpire, all books, deeds, papers, accounts, writings and documents within their possession or power respectively which during the proceedings on the reference the arbitrators or umpire may require.
6. The witnesses on the reference shall, if the arbitrators or umpire think fit, be examined on oath or affirmation.

7. The award to be made by the arbitrators or umpire shall be final and binding on the parties and the persons claiming under them respectively.
8. The costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid or any part thereof, and may award costs to be paid as between solicitor and client.
9. The arbitrators or umpire shall have the same power as the Court to order specific performance of any contract other than a contract relating to land or any interest in land.
10. The arbitrators or umpire, may, if they think fit, make an interim award.

SCHEDULE 2

(Section 30)

MATTERS IN RESPECT OF WHICH THE COURT MAY MAKE ORDERS

1. Security for costs.
2. Discovery of documents and interrogatories.
3. The giving of evidence by affidavit.
4. Examination on oath of any witness before an officer of the Court or any other person, and the issue of a commission or request for the examination of a witness out of the jurisdiction.
5. The preservation, interim custody or sale of any goods which are the subject-matter of the reference.
6. Securing the amount in dispute in the reference.
7. The detention, preservation or inspection of any property or thing which is the subject of the reference or as to which any question may arise therein, and authorising for any of the purposes aforesaid any persons to enter upon or into any lands or building in the possession of any party to the reference, or authorising any samples to be taken or any observation to be

made or experiment to be tried which may be necessary or expedient for the purposes of obtaining full information or evidence

- 8. Interim injunctions or the appointment of a receiver.

SCHEDULE 3

(Section 36)

FORM 1

Submission to Single Arbitrator

In the matter of the Arbitration Act—

Whereas differences have arisen and are still subsisting between A.B. of and C.D. of concerning

Now we, the said A.B. and C.D., do hereby agree to refer the said matters in difference to the award of X.Y.

(Signed) A.B.

C.D.

Dated the 20.....

FORM 2

Submission of Particular Dispute to Single Arbitrator

In the matter of the Arbitration Act—

Whereas differences have arisen and are still subsisting between A.B. of and C. D. of concerning

Now we, the said A.B. and C.D., do hereby agree to refer the said matters in difference to the award of X.Y.

(Signed) A.B.

C.D.

Dated the, 20.....

FORM 3

Appointment of Single Arbitrator under Agreement to Refer Future Differences to Arbitration

In the matter of the Arbitration Act—

Whereas, by an agreement in writing, dated the day of, 20....., and made between A.B. of and C.D. of, it is provided that differences arising between the parties thereto shall be referred to an arbitrator as therein mentioned.

And whereas differences within the meaning of the said provision have arisen and are still subsisting between the parties concerning

Now we, the said parties, A.B. and C.D., do hereby refer the said matters in difference to the award of X.Y.

(Signed) A.B.

C.D.

Dated the, 20.....

FORM 4

Enlargement of Time by Arbitrator by Endorsement on Submission

In the matter of the Arbitration Act, and an arbitration between A.B. of and C.D. of

I hereby enlarge the time of making my award in respect of the matters in difference referred to me by the within (or above) submission until the day of, 20.....

(Signed) S.Y.

Arbitrator.

FORM 5

Case Stated for Opinion of the High Court

In the matter of the Arbitration Act, and an arbitration between A.B. of and C.D. of

The following special case is, pursuant to the provisions of section 31, of the said Act, stated for the opinion of the

(Here state the facts concisely in numbered paragraphs).

The questions of law for the opinion of the said court are—
First, whether

.....
.....
secondly, whether

(Signed) X.Y.

Arbitrator.

Revision Date: 31 Dec 2001

Dated the 20.....

* Here specify the Court.

FORM 6

Award

In the matter of the Arbitration Act, and an arbitration between A.B. of and C.D. of

Whereas, in pursuance of an agreement in writing dated the day of, 20....., made between A.B. of and C.D. of, the said A.B. and C.D. have referred to me, X.Y., the matters in difference between them concerning (or as the case may be).

Now I, the said X.Y., having duly considered the matters submitted to me, do hereby make an award as follows—

I award—

- (1) That
- (2) That

(Signed) X.Y.

Arbitrator.

Dated the 20.....

