

ACERIS LAW LLC

International Arbitration Laws in Mississippi, USA

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Chapter 15. Arbitration and Award

In General

Arbitration of Controversies Arising from Construction Contracts and Related Agreements

In General

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§ 11-15-1. Who may submit to arbitration.

All persons, except infants and persons of unsound mind, may, by instrument of writing, submit to the decision of one or more arbitrators any controversy which may be existing between them, which might be the subject of an action, and may, in such submission, agree that the court having jurisdiction of the subject matter shall render judgment on the award made pursuant to such submission. In such case, however, should the parties agree upon a court without jurisdiction of the subject matters of the award, the judgment shall be rendered by the court having jurisdiction in the county of the residence of the party, or some one of them, against whom the award shall be made.

HISTORY: Codes, 1892, § 95; 1906, § 96; Hemingway's 1917, § 83; 1930, § 81; 1942, § 279.

Cross References —

Definition of the term “infant,” see §[1-3-21](#).

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

Partition of property by arbitration, see §[11-21-1](#).

Arbitration of motor vehicle dealer contracts, see §[63-17-133](#).

Arbitration with state highway department, see §[65-1-91](#).

OPINIONS OF THE ATTORNEY GENERAL

There is no requirement that a binding arbitration provision be incorporated as a part of a standard insurance policy form. Dale, March 17, 2000, A.G. Op. #2000-0100.

A metropolitan sewer authority is not a person as defined by §[1-3-39](#) and, therefore, is not capable of entering into agreements for binding arbitration under §[11-15-1](#). Clark, Apr. 26, 2002, A.G. Op. #02-0184.

The West Rankin Metropolitan Sewer Authority does not have specific authority in its enabling legislation or general legislation to enter into binding arbitration agreements; however, it may seek amendment of the local and private act by the legislature to include the authority to enter into binding arbitration agreements in specific circumstances. Clark, June 7, 2002, A.G. Op. #02-0295.

RESEARCH REFERENCES

ALR.

Conclusiveness of statement or decision of accountant or similar third person under contract between others requiring property to be valued by him. 50 A.L.R.2d 1268.

Constitutionality of arbitration statutes. 55 A.L.R.2d 432.

Death of party before award as revocation or termination of submission to arbitration. 63 A.L.R.2d 754.

Arbitration of disputes within close corporation. 64 A.L.R.2d 643.

Application of provisions of arbitration statutes excluding contracts for labor or services. 64 A.L.R.2d 1336.

Disqualification of arbitrator by court or stay of arbitration proceedings for interest, bias, prejudice, collusion, or fraud of arbitrators. 65 A.L.R.2d 755.

Necessity that arbitrators, make specific or detailed findings of fact or conclusions of law. 82 A.L.R.2d 969.

Enforcement of contractual arbitration clause as affected by expiration of contract prior to demand for arbitration. 5 A.L.R.3d 1008.

Validity and effect, and remedy in respect, of contractual stipulation to submit disputes to arbitration in another jurisdiction. 12 A.L.R.3d 892.

Validity and construction of provision for arbitration of disputes as to alimony for support payments, or child visitation or custody matters. 18 A.L.R.3d 1264.

Breach or repudiation of contract as affecting right to enforce arbitration clause therein. 32 A.L.R.3d 377.

Comment Note: Determination of validity of arbitration award under requirement that arbitrators shall pass on all matters submitted. 36 A.L.R.3d 649.

Demand for or submission to arbitration as affecting enforcement of mechanics' lien. 73 A.L.R.3d 1042.

Filing of mechanics' lien or proceeding for its enforcement as affecting right to arbitration. 73 A.L.R.3d 1066.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Statute of limitations as bar to arbitration under agreement. 94 A.L.R.3d 533.

Conflict of laws as to validity and effect of arbitration provision in contract for purchase or sale of goods, products, or services. 95 A.L.R.3d 1145.

Defendant's participation in action as waiver of right to arbitration of dispute involved therein. 98 A.L.R.3d 767.

Appealability of state court's order or decree compelling or refusing to compel arbitration. 6 A.L.R.4th 652.

Claim of fraud in inducement of contract as subject to compulsory arbitration clause contained in contract. 11 A.L.R.4th 774.

Attorney's submission of dispute to arbitration, or amendment of arbitration agreement, without client's knowledge or consent. 48 A.L.R.4th 127.

Which statute of limitations applies to efforts to compel arbitration of a dispute. 77 A.L.R.4th 1071.

Arbitration agreement or other private contract as precluding filing of unfair labor practice charges with National Labor Relations Board. 6 A.L.R. Fed. 272.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 28-43.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration And Award, Forms 1 et seq.

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:21 et seq. (future disputes; agreements and contract provisions).

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:31 et seq. (Future disputes).

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:123 et seq. (present disputes; submission).

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:133-23:155, 23:172-23:176 (Present disputes).

2A Am. Jur. Legal Forms 2d, Arbitration and Award § 23:146 (present disputes-filing agreement for arbitration with clerk of appropriate court).

27 Am. Jur. Trials 621, Resolving Real Estate Disputes Through Arbitration.

44 Am. Jur. Trials 507, Alternative Dispute Resolution: Commercial Arbitration.

46 Am. Jur. Trials 231, Alternative Dispute Resolution for Banks and Other Financial Institutions.

CJS.

6 C.J.S., Arbitration §§ 15-18.

Law Reviews.

An Overview of Mississippi's Construction Arbitration Act. 53 Miss. L. J. 501, September, 1983.

JUDICIAL DECISIONS

1. In general.
2. Subjects of arbitration.
3. Persons who may submit to arbitration.
4. Jurisdiction of courts.
5. Revocation of submission before award.

1. In general.

Law client's fee dispute with a law firm that had previously represented her was subject to arbitration pursuant to Miss. Code Ann. §**11-15-1** where the legal services contracts contained arbitration clauses that were valid and enforceable, the fee dispute was within the scope of arbitration, and there was no procedural unconscionability or other legal constraint that precluded enforcement of the arbitration clause. *Slater-Moore v. Goeldner*, 113 So.3d 521, 2013 Miss. LEXIS 149 (Miss. 2013).

An arbitrator is not required to make separate or detailed findings as to the reasons for an arbitration award. When parties agree to arbitration, they contract for an award without a formal, reasoned opinion and, more specifically, without findings of fact or conclusions of law. Absent a contractual agreement to the contrary, the parties waive any right to an explanation or clarification. *Craig v. Barber*, 524 So. 2d 974, 1988 Miss. LEXIS 214 (Miss. 1988).

Declaration in suit on award in arbitration which alleges the material facts in reference thereto, and makes as exhibits the contract, the agreement to arbitrate and award thereon, held to state cause of action. *Stout v. W. M. Garrard & Co.*, 128 Miss. 418, 91 So. 33, 1922 Miss. LEXIS 125 (Miss. 1922).

The legal effect of arbitration agreement and finding therein is to make a compromise settlement of the matters in dispute, and the effect thereof is to merge the original causes of action and defenses into the written award and make that the conclusive source of rights and liabilities of the parties. *Yarbro v. Purser*, 114 Miss. 75, 74 So. 425, 1917 Miss. LEXIS 1 (Miss. 1917).

In action on contract it was error to exclude arbitration agreement and finding of arbitrators. *Yarbro v. Purser*, 114 Miss. 75, 74 So. 425, 1917 Miss. LEXIS 1 (Miss. 1917).

2. Subjects of arbitration.

Arbitrators, being the chosen judges of the parties, are, in general, to be deemed judges of the law as well as the facts applicable to the case submitted to them; and in the absence of a reservation in the submission, the parties are presumed to agree that every question both as to law and fact necessary for the decision is to be included in the arbitration. *Memphis & C. R. R. Co. v. Scruggs*, 50 Miss. 284, 1874 Miss. LEXIS 57 (Miss. 1874).

Whether the arbitrators exceeded their power in making an award involves the question of what power was conferred upon them by the agreement of submission. *Memphis & C. R. R. Co. v. Scruggs*, 50 Miss. 284, 1874 Miss. LEXIS 57 (Miss. 1874).

3. Persons who may submit to arbitration.

Parties to a construction agreement, as a matter of right to contract, may in advance bind themselves to compulsory arbitration of disputes that arise between them. *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

The guardian may submit the controversy of his ward in matters in which he is authorized to give acquittances. *Goleman v. Turner*, 22 Miss. 118, 1850 Miss. LEXIS 109 (Miss. 1850); *McComb v. Turner*, 22 Miss. 119, 1850 Miss. LEXIS 110 (Miss. 1850).

The guardian may submit the controversy of his ward in matters in which he is authorized to give acquittances. *Goleman v. Turner*, 22 Miss. 118, 1850 Miss. LEXIS 109 (Miss. 1850); *McComb v. Turner*, 22 Miss. 119, 1850 Miss. LEXIS 110 (Miss. 1850).

A guardian ad litem cannot bind his ward by submitting the suit to arbitration. *Fort v. Battle*, 21 Miss. 133, 1849 Miss. LEXIS 153 (Miss. 1849).

An attorney at law, as such, has no power to submit his client's controversy which is not in suit to arbitration. *Jenkins v. Gillespie*, 18 Miss. 31, 1848 Miss. LEXIS 49 (Miss. 1848).

4. Jurisdiction of courts.

The jurisdiction of a court of equity to enforce specific performance of awards involves the exercise of its ordinary jurisdiction as applied to the specific performance of agreements and not the exercise of any jurisdiction peculiar to awards, and accordingly many, if not all, the principles applicable to ordinary suits of that nature must apply. *Memphis & C. R. R. Co. v. Scruggs*, 50 Miss. 284, 1874 Miss. LEXIS 57 (Miss. 1874).

While a court of equity will not interfere to enforce an award involving merely the payment of money, there being an adequate remedy at law in such case, a court of equity has jurisdiction to enforce specific execution of an award concerning real estate or of an agreement for the purchase and sale of real estate, notwithstanding that it involves the enforcement of an award to pay money. *Memphis & C. R. R. Co. v. Scruggs*, 50 Miss. 284, 1874 Miss. LEXIS 57 (Miss. 1874).

5. Revocation of submission before award.

Chancery court erred in ordering specific enforcement of a clause in a collective bargaining agreement between a company and the union which provided for arbitration of future disputes, since the effect of the company's refusal to submit the matters to arbitration was to revoke the arbitration clause insofar as it applied to the disputes involved in the action. *Machine Prods. Co. v. Prairie Local Lodge*, 230 Miss. 809, 95 So. 2d 763, 1957 Miss. LEXIS 427 (Miss. 1957).

Either party to a written agreement for submission to arbitration has the right to revoke the submission before award is made, regardless of whether the submission was by deed, or that the agreement contained a provision against revocability, or that valuable consideration was given for the agreement. *Jones v. Harris*, 59 Miss. 214, 1881 Miss. LEXIS 105 (Miss. 1881), overruled, *IP Timberlands Operating Co. v. Denmiss Corp.*, 726 So. 2d 96, 1998 Miss. LEXIS 124 (Miss. 1998).

§ 11-15-3. Qualifications of arbitrators.

A person shall not act as an arbitrator where he is interested in the subject matter in dispute, nor where he is related, by consanguinity or affinity, to any of the parties to the arbitration.

HISTORY: Codes, 1892, § 96; 1906, § 97; Hemingway's 1917, § 84; 1930, § 82; 1942, § 280.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see § **11-15-143**.

RESEARCH REFERENCES

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 133-141.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration And Award, Forms 51 et seq.

4 Am. Jur. Proof of Facts 2d, Bias of Arbitrator, §§ 8 et seq. (proof of bias of arbitrator).

CJS.

6 C.J.S., Arbitration §§ 95-97, 99.

§ 11-15-5. Arbitrators to appoint time of meeting and notify parties.

The arbitrators selected by agreement of the parties shall appoint a time and place for the hearing, and notify the parties thereof, and shall adjourn the hearing from time to time, as may be necessary, and on the application of either party, and for good cause may postpone the hearing to a time not extending beyond the day fixed in the submission, if a day be fixed, for rendering the award.

HISTORY: Codes, 1892, § 97; 1906, § 98; Hemingway's 1917, § 85; 1930, § 83; 1942, § 281.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see § **11-15-143**.

RESEARCH REFERENCES

ALR.

Allowance, in replevin action, of loss of profits from deprivation of use of detained property. 48 A.L.R.2d 1053.

§ 11-15-7. Notice to parties; form.

The notice which the arbitrators shall give to the parties of the time and place of the hearing of the controversy shall be in writing, and may be in the following form, viz:

“To and [naming all of the parties] “You are notified that the undersigned arbitrators, agreed upon by you to determine the controversy mentioned in your articles of submission, of date the day of A.D. , have fixed upon and will hear and consider your said controversy on the day of A.D. , at “ “ “
”Arbitrators.”

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Such notice shall be served by delivering to each of the parties a copy thereof at least one whole day before the hearing, and shall be given to the parties by one of the arbitrators, who shall indorse on said notice that he has served the same by giving the party or parties so served a true copy thereof; but, if the parties appear, the want of notice shall not affect the proceedings.

HISTORY: Codes, 1892, § 98; 1906, § 99; Hemingway’s 1917, § 86; 1930, § 84; 1942, § 282.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

RESEARCH REFERENCES

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolutions §§ 157-169.

CJS.

6 C.J.S., Arbitration §§ 119.

JUDICIAL DECISIONS

1. In general.

Where the parties to an arbitration appeared by counsel at the hearing before the arbitrators, it is immaterial that the record fails to show that they were

notified to so appear. *Mississippi Cotton Oil Co. v. Buster*, 84 Miss. 91, 36 So. 146, 1904 Miss. LEXIS 12 (Miss. 1904).

§ 11-15-9. Arbitrators to be sworn.

Before proceeding to hear any testimony in relation to the matter, the arbitrators shall be sworn, by some officer authorized to administer an oath, to faithfully and impartially hear and determine the matters submitted to them, according to the evidence and the manifest justice and equity of the case, to the best of their judgment, without favor or affection.

HISTORY: Codes, 1892, § 99; 1906, § 100; Hemingway's 1917, § 87; 1930, § 85; 1942, § 283.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see § **11-15-143**.

RESEARCH REFERENCES

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution § 158.

CJS.

6 C.J.S., Arbitration § 100.

§ 11-15-11. Arbitrators' meetings; procedure.

All arbitrators must meet together and hear all of the allegations and evidence of the parties pertinent or material to the cause; but the parties may mutually waive, in writing, the appearance of all of the arbitrators named in the articles of submission and consent for those present to proceed, or they may, in like manner, substitute other persons for the absent one. An award made, and every other act done, by a majority of the arbitrators shall be valid, unless the concurrence of all or a certain number of the arbitrators to the award or acts be expressly required in the submission.

HISTORY: Codes, 1892, § 100; 1906, § 101; Hemingway's 1917, § 88; 1930, § 86; 1942, § 284.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§**11-15-101** et seq.

Inapplicability of this section to certain agreements, see §**11-15-143**.

RESEARCH REFERENCES

ALR.

Refusal of arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Modern status of rules respecting concurrence of all arbitrators as condition of binding award under private agreement not specifying unanimity. 83 A.L.R.3d 996.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 170 et seq.

CJS.

6 C.J.S., Arbitration §§ 117, 136, 137.

JUDICIAL DECISIONS

1. In general.

All arbitrators must participate, but majority may make award. *Stout v. W. M. Garrard & Co.*, 128 Miss. 418, 91 So. 33, 1922 Miss. LEXIS 125 (Miss. 1922).

On matters agreed to be submitted to three arbitrators, an award made on the investigation of only two is void. *Harvin v. Denton*, 87 Miss. 238, 39 So. 456, 1905 Miss. LEXIS 108 (Miss. 1905).

Whether the arbitrators exceeded their power in making an award involves the question of what power was conferred upon them by the agreement of submission. *Memphis & C. R. R. Co. v. Scruggs*, 50 Miss. 284, 1874 Miss. LEXIS 57 (Miss. 1874).

§ 11-15-13. Swearing of witnesses.

All witnesses before arbitrators shall be sworn as if before a court, and the parties shall have the benefit of legal process to compel the attendance of witnesses, which may be issued by the clerk of any court or a justice of the peace, and shall require the witness to attend before the arbitrators on a day and at a place certain to be named in the subpoena.

HISTORY: Codes, 1892, § 101; 1906, § 102; Hemingway's 1917, § 89; 1930, § 87; 1942, § 285.

Editor's Notes —

Pursuant to Miss. Const. Art. 6, § 171, all reference in the Mississippi Code to justice of the peace shall mean justice court judge.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

RESEARCH REFERENCES

Am. Jur.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration and Award, Forms 61 et seq.

CJS.

6 C.J.S., Arbitration §§ 126, 127.

§ 11-15-15. Service of process.

Process returnable to the arbitrators may be served as provided for in the Mississippi Rules of Civil Procedure.

HISTORY: Codes, 1892, § 102; 1906, § 103; Hemingway's 1917, § 90; 1930, § 88; 1942, § 286; Laws, 1991, ch. 573, § 31, eff from and after July 1, 1991.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§**11-15-101** et seq.

Inapplicability of this section to certain agreements, see §**11-15-143**.

RESEARCH REFERENCES

ALR.

Patient's failure to reveal medical history to physician as contributory negligence or assumption of risk in defense of malpractice action. 33 A.L.R.4th 790.

§ 11-15-17. Contempt.

If any person duly subpoenaed to appear before arbitrators and testify, shall fail to do so, he shall be guilty of contempt of the court from which, or by whose clerk, the process issued, and upon complaint thereto of the party injured, the court or justice may punish the person for such contempt as in other like cases.

HISTORY: Codes, 1892, § 103; 1906, § 104; Hemingway's 1917, § 91; 1930, § 89; 1942, § 287.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§**11-15-101** et seq.

Inapplicability of this section to certain agreements, see §**11-15-143**.

RESEARCH REFERENCES

ALR.

Patient's failure to reveal medical history to physician as contributory negligence or assumption of risk in defense of malpractice action. 33 A.L.R.4th 790.

§ 11-15-19. Award enforcement process.

To entitle an award to be enforced according to the provisions of this chapter, it must be made in writing, and be signed by the arbitrators making the same and who concur therein. The arbitrators shall attach to the award the articles of submission, the notice served on the parties, with indorsements of service, and, if the parties appear, that fact should be noted in the award itself; and they shall give a duplicate of the whole to each of the parties to the controversy, and the duplicates shall each be treated as originals.

HISTORY: Codes, 1892, § 104; 1906, § 105; Hemingway's 1917, § 92; 1930, § 90; 1942, § 288.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

RESEARCH REFERENCES

Am. Jur.

2 Am. Jur. Pl & Pr Forms (Rev ed), Arbitration and Award, Form 91.01 (Award; subsequent proceedings).

CJS.

6 C.J.S., Arbitration §§ 145, 146.

JUDICIAL DECISIONS

1. In general.

The award is an extinguishment of all causes of action submitted. *Jones v. Harris*, 58 Miss. 293, 1880 Miss. LEXIS 124 (Miss. 1880).

Where the arbitrators reduce their findings to writing and sign them in each other's presence at the same time and place, it is competent for counsel to agree that the award so drawn may afterwards be put in proper form, and in such case it is no objection to the formal award that it was not signed by the arbitrators at the same time and place. *Jones v. Harris*, 58 Miss. 293, 1880 Miss. LEXIS 124 (Miss. 1880).

It is essential to the validity of an award that it shall be final and complete, responsive to all the matters of difference included in the submission. (Said of a common law award.) *Rhodes v. Hardy*, 53 Miss. 587, 1876 Miss. LEXIS 120 (Miss. 1876).

In a mobile home owner's suit over alleged defects in materials and workmanship, although no document entitled "articles of submission" was in the record or the procedure for affirming the arbitrator's award in favor of the mobile home seller, manufacturer, and creditor, the substance of each requirement of Miss. Code Ann. §11-15-19 (1972) was found within the record and the findings of fact the arbitrator submitted to the trial court. *Margerum v. Bud's Mobile Homes, Inc.*, 823 So. 2d 1167, 2002 Miss. LEXIS 252 (Miss. 2002).

§ 11-15-21. Confirmation of award by court.

Upon presentation of the articles of submission and the award to the court designated in the submission or the court having jurisdiction of the subject matter of the award, the court shall, upon motion, confirm the award, unless the same be vacated or modified, or a decision thereon be postponed, as hereinafter provided. An award shall not be confirmed unless notice in writing of such motion shall have been served on the adverse party at least five days before the hearing, to be served as other process; but such motion shall not be made after the expiration of one year from the making and publication of the award.

HISTORY: Codes, 1892, § 105; 1906, § 106; Hemingway's 1917, § 93; 1930, § 91; 1942, § 289.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§11-15-101 et seq.

Inapplicability of this section to certain agreements, see §11-15-143.

RESEARCH REFERENCES

ALR.

Demand for or submission to arbitration as affecting enforcement of

mechanics' lien. 73 A.L.R.3d 1042.

Am. Jur.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration And Award, Forms 101 et seq.

CJS.

6 C.J.S., Arbitration § 178.

JUDICIAL DECISIONS

1. In general.

Employer was entitled to confirmation of an arbitration award and for entry of a judgment against a former employee because the employee's failure to file an action to vacate the arbitration award in a timely manner barred the employee's opposition to the motion. *Wells Fargo Advisors, LLC v. Runnels*, 126 So.3d 137, 2013 Miss. App. LEXIS 781 (Miss. Ct. App. 2013).

In a mobile home owner's suit over alleged defects in materials and workmanship, although no document entitled "articles of submission" was in the record or the procedure for affirming the arbitrator's award in favor of the mobile home seller, manufacturer, and creditor, the substance of each requirement of Miss. Code Ann. §11-15-19 (1972) was found within the record and the findings of fact the arbitrator submitted to the trial court. *Margerum v. Bud's Mobile Homes, Inc.*, 823 So. 2d 1167, 2002 Miss. LEXIS 252 (Miss. 2002).

§ 11-15-23. Vacation of award; grounds.

Any party complaining of an award may move the court to vacate the same upon any of the following grounds:

That such award was procured by corruption, fraud, or undue means;

That there was evident partiality or corruption on the part of the arbitrators, or any one of them;

That the arbitrators were guilty of misconduct in refusing to postpone the hearing upon sufficient cause shown, or in refusing to hear evidence pertinent or material to the controversy, or other misbehavior by which the rights of the party shall have been prejudiced;

That the arbitrators exceeded their powers, or that they so imperfectly executed them that a mutual, final, and definite award on the subject matter was not made.

HISTORY: Codes, 1892, § 106; 1906, § 107; Hemingway's 1917, § 94; 1930, § 92; 1942, § 290.

Cross References —

Motion to vacate award, see § **11-15-27**.

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see § **11-15-143**.

Prohibition against arbitrators accepting bribes, see § **97-9-5**.

RESEARCH REFERENCES

ALR.

Arbitrator's viewing or visiting premises or property alone as misconduct justifying vacation of award. 27 A.L.R.2d 1160.

Arbitrator's consultation with outsider or outsiders as misconduct justifying vacation of award. 47 A.L.R.2d 1362.

Setting aside arbitration award on ground of interest or bias of arbitrators. 56 A.L.R.3d 697.

Refusal or arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

What constitutes corruption, fraud, or undue means in obtaining arbitration award justifying avoidance of award under state law. 22 A.L.R.4th 366.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution Award §§ 206, 208, 209, 217-219, 223, 224, 226-230, 232, 233 et seq.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration And Award, Forms 141 et seq.

4 Am. Jur. Proof of Facts 2d, Bias of Arbitrator, §§ 8 et seq. (proof of bias of arbitrator).

27 Am. Jur. Proof of Facts 3d 103, Establishing Statutory Grounds to Vacate an Arbitration Award in Nonjudicial Arbitration.

CJS.

6 C.J.S., Arbitration §§ 197-209, 230.

JUDICIAL DECISIONS

1. In general.
2. Specific grounds for vacating award.
3. Impeachment of award.
4. Contractual expansion of appeal rights.

1. In general.

Standard by which an appellate court reviews a trial court's order confirming an arbitration award under the Federal Arbitration Act (FAA) is that questions of law are reviewed de novo and findings of fact are reviewed only for clear error; the State arbitration act presents nearly identical requirements and exceptions for review, and the supreme court embraces this standard of review to evaluate properly the application of the statutes, while reviewing the trial court's actions for error. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Circuit court did not err by denying a client's motion to vacate an arbitration award because it properly found that the arbitrator did not exceed his powers; the circuit court concluded nothing in the record indicated that he refused or failed to review the case law, nothing indicated he had any preconceived notions or opinions, and nothing indicated what evidence he focused on or did not focus on. *Paige Elec. Co. v. Davis & Feder, P.A.*, 231 So.3d 201, 2017 Miss. App. LEXIS 200 (Miss. Ct. App.), cert. denied, 229 So.3d 122, 2017 Miss. LEXIS 490 (Miss. 2017).

Circuit judge committed reversible error by denying an employer's motion to confirm an arbitration award and for entry of a judgment because the arbitration award did not fall under any of the four instances that would have

allowed the award to be vacated. *Wells Fargo Advisors, LLC v. Runnels*, 126 So.3d 137, 2013 Miss. App. LEXIS 781 (Miss. Ct. App. 2013).

It is not legitimate, in exceptions to an arbitration award, to inquire into the original merits in favor of one party or the other, or to show that in evidence the award ought to have been different or that the law of the case was misconceived or misapplied, or that the decision, in view of all the facts and circumstances, was unjust. Thus, the scope of judicial review is much narrower than in cases where a party challenges the evidentiary basis for a trial court's decision. *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

Only grounds for setting an arbitration award aside are grounds prescribed by this section [Code 1942, § 290]. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Nothing in an award relative to merits of controversy as submitted, however wrongly decided, whether errors of law or fact, is ground for setting aside an award in the absence of fraud, misconduct or other valid objections as defined in this section [Code 1942, § 290] and Code 1942, § 291. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Either party to a written agreement for submission to arbitration has the right to revoke the submission before award is made, regardless of whether the submission was by deed, or that the agreement contained a provision against revocability, or that valuable consideration was given for the agreement. *Jones v. Harris*, 59 Miss. 214, 1881 Miss. LEXIS 105 (Miss. 1881), overruled, *IP Timberlands Operating Co. v. Denmiss Corp.*, 726 So. 2d 96, 1998 Miss. LEXIS 124 (Miss. 1998).

2. Specific grounds for vacating award.

Circuit court properly confirmed an arbitration award entered in favor of an employer because the employees failed to prove that the arbitrator was guilty of misconduct since a phone call between the arbitrator and the employees' attorney was not substantial or material; *Chalk v. Regions Ins., Inc.*, 181 So.3d 970, 2015 Miss. LEXIS 500 (Miss. 2015).

Circuit court properly confirmed an arbitration award entered in favor of an employer because employees failed to show how an arbitration award was procured by undue means. *Chalk v. Regions Ins., Inc.*, 181 So.3d 970, 2015 Miss. LEXIS 500 (Miss. 2015).

Arbitrator did not exceed his powers because employees agreed to restrictive covenants, to the damages formula, and to arbitrate the employer's claims that they had breached the covenants and owed damages under the formula, and the employees fully participated in the arbitration; the employees waived the right to object because they agreed that the formula was one for liquidated damages, a legal remedy and thus, within the arbitrator's power to award. *Chalk v. Regions Ins., Inc.*, 181 So.3d 970, 2015 Miss. LEXIS 500 (Miss. 2015).

Mississippi's statute governing judicial review of arbitrator's decisions, Miss. Code Ann. §11-15-23 (Rev. 2004), leaves no room for the application of the Doctrine of Manifest Disregard; even if the arbitrator mistakenly refused to consider parol evidence of a term of a settlement agreement, such error was insufficient to constitute undue means or an exceeding of the arbitrator's powers as required by §11-15-23. *Robinson v. Henne*, 115 So.3d 797, 2013 Miss. LEXIS 352 (Miss. 2013).

Chancellor erred in setting aside an arbitration award because, although undue means and unresolved issues could be valid reasons for setting aside an award, the chancellor's order failed to articulate any "undue means" utilized or any specific deficiencies with the arbitrators' thorough analysis and valuation methods. *Bailey Brake Farms, Inc. v. Trout*, 116 So.3d 1064, 2013 Miss. LEXIS 303 (Miss. 2013).

Because the valuation was an arbitration award, as contemplated by the legally valid and binding contract, it was binding on the parties absent very narrow circumstances which were prescribed by Miss. Code Ann. §11-15-23, and long standing Mississippi jurisprudence provided that every reasonable presumption would be indulged in favor of the validity of arbitration proceedings. Although the chancellor cited "undue means" and an incomplete award as justifications for judicial review, he provided insufficient explanation for those conclusions, which the court found were unsupported by the record; therefore, because the chancery court was without the authority to set aside the arbitrators' decision, the chancery court's judgment was reversed and the court reinstated the arbitration award. *Bailey Brake Farms, Inc. v. Trout*, 2013 Miss. LEXIS 51 (Miss. Feb. 28, 2013), op. withdrawn, sub. op., 2013 Miss. LEXIS 308 (Miss. May 23, 2013).

Arbitration award will not be vacated except for prejudicial misconduct of arbitrators. *McClendon v. Stewart*, 133 Miss. 253, 97 So. 547, 1923 Miss. LEXIS 128 (Miss. 1923).

On motion to vacate award involving determination to the ownership of a note, evidence was insufficient to sustain finding that party to arbitration, a lady sixty-eight years old and weak mentally and physically, was overreached in the assignment of the note and in the arbitration award. *McClendon v. Stewart*, 133 Miss. 253, 97 So. 547, 1923 Miss. LEXIS 128 (Miss. 1923).

An award of arbitrators unsanctioned by the court, which was made through fraud, will not be enforced. *Elledge v. Polk*, 48 So. 241 (Miss. 1909).

The arbitrators must consider everything submitted to them and if they refuse to do so, the award is not binding. (This was a common-law award.) *Tucker v. Gordon*, 8 Miss. 306, 1843 Miss. LEXIS 90 (Miss. 1843).

3. Impeachment of award.

It is not competent to impeach an award by the testimony of an arbitrator who executed the same. *Tucker v. Gordon*, 8 Miss. 306, 1843 Miss. LEXIS 90 (Miss. 1843).

4. Contractual expansion of appeal rights.

Where defendant former client argued that an arbitration agreement with plaintiff law firm was unenforceable as being illusory, in that it provided for an appeal of the arbitrators' decision to the same extent that a Mississippi county court jury verdict could be appealed, and argued that under Miss. Code Ann. § 11-15-23 parties adversely affected by an arbitration decision did not enjoy the same appeal rights as an appeal of a jury verdict, because the court believed that the Mississippi Supreme Court would allow a contractual expansion of the right to appeal the arbitration award, the arbitration agreement was not unenforceable due to the expanded appeal rights. *Speetjens v. Larson*, 401 F. Supp. 2d 600, 2005 U.S. Dist. LEXIS 29222 (S.D. Miss. 2005).

§ 11-15-25. Correction of award.

Any party to the submission may also move the court to modify or correct the award in the following cases:

Where there is an evident miscalculation of figures, or an evident mistake in the description of any person, thing, or property referred to in such award;

Where the arbitrators shall have awarded upon some matter not submitted to them, nor affecting the merits of the decision of the matter submitted;

Where the award shall be imperfect in some matter of form, not affecting the merits of the controversy, and when, if it had been a verdict of a jury rendered in such court, the defect could have been amended or disregarded by the court.

HISTORY: Codes, 1892, § 107; 1906, § 108; Hemingway's 1917, § 95; 1930, § 93; 1942, § 291.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§**11-15-101** et seq.

Inapplicability of this section to certain agreements, see §**11-15-143**.

RESEARCH REFERENCES

ALR.

Power of court to resubmit matter to arbitrators for correction or clarification, because of ambiguity or error in, or omission from, arbitration award. 37 A.L.R.3d 200.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 206, 208, 209, 217-219, 223, 224, 226-230, 232, 233.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration And Award, Forms 131 et seq.

CJS.

6 C.J.S., Arbitration §§ 231, 232.

JUDICIAL DECISIONS

1. In general.

Standard by which an appellate court reviews a trial court's order confirming an arbitration award under the Federal Arbitration Act (FAA) is that questions of law are reviewed de novo and findings of fact are reviewed only for clear error; the State arbitration act presents nearly identical requirements and

exceptions for review, and the supreme court embraces this standard of review to evaluate properly the application of the statutes, while reviewing the trial court's actions for error. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Only grounds for modifying an arbitration award are grounds prescribed by this section [Code 1942, § 291]. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Nothing in an award relative to merits of controversy as submitted, however wrongly decided, whether errors of law or fact, is ground for setting aside an award in the absence of fraud, misconduct or other valid objections as defined in this section [Code 1942, § 291] and Code 1942, § 290. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Fact that installment payment notes totaled more than unpaid balance, the time purchase price of automobile, does not prove misdescription of time price of miscalculation of interest to support a motion for modification of award where excess over time price is explained by phrase, "including interest and carrying charges." *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

For a case in which a mistake in the computation of time in awarding party the price of his labor was corrected without a statute, see *Robertson v. Wells*, 28 Miss. 90, 1854 Miss. LEXIS 152 (Miss. 1854).

The award should be in accordance with the submission and not extend to subjects not submitted nor to strangers. *Gibson v. Powell*, 13 Miss. 712, 1846 Miss. LEXIS 17 (Miss. 1846).

§ 11-15-27. Motion to vacate or modify award; when made.

An application to vacate or modify an award shall be made to the court at the term next after the making and publication of the award, upon at least five days' notice, in writing, being given to the adverse party, if there be time for that purpose; and if there be not time, such court, or the judge thereof, may, upon good cause shown, order a stay of proceedings upon the award, either absolutely or upon such terms as shall appear just, until the next succeeding term of court.

HISTORY: Codes, 1892, § 108; 1906, § 109; Hemingway's 1917, § 96; 1930, § 94; 1942, § 292.

Cross References —

Causes for vacation of award, see §**11-15-23**.

Modification and correction of award, see §**11-15-25**.

Arbitration of controversies arising from construction contracts and related agreements generally, see §§**11-15-101** et seq.

Inapplicability of this section to certain agreements, see §**11-15-143**.

RESEARCH REFERENCES

ALR.

Arbitrator's viewing or visiting premises or property alone as misconduct justifying vacation of award. 27 A.L.R.2d 1160.

Time for impeaching arbitration award. 85 A.L.R.2d 779.

Am. Jur.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration and Award, Forms 141 et seq (Award; subsequent proceedings).

JUDICIAL DECISIONS

1. In general.

Employer was entitled to confirmation of an arbitration award and for entry of a judgment against a former employee because the employee's failure to file an action to vacate the arbitration award in a timely manner barred the employee's opposition to the motion. Wells Fargo Advisors, LLC v. Runnels, 126 So.3d 137, 2013 Miss. App. LEXIS 781 (Miss. Ct. App. 2013).

Mississippi statute of limitations for actions to vacate arbitration awards (§**11-15-27**) will not be applied in action seeking to vacate arbitration award under Labor Management Relations Act (29 USCS § 1985) where action has been filed in federal court in Tennessee and Tennessee has unambiguous statute of limitations for analogous cause of action, in contrast to §**11-15-27** which is ambiguous and uncertain to point of frustration. Champion International Corp. v. United Paperworkers International Union, 779 F.2d 328, 1985 U.S. App. LEXIS 25602 (6th Cir. Tenn. 1985).

In an action brought by a truck driver under the Labor Management Relations Act to challenge an arbitration decision upholding his discharge, §11-15-27 was properly applied even though the arbitration award had not been signed in accordance with the requirements for the signing of arbitration awards under Mississippi law, since the arbitration took place under federal law, and the only state law applicable was the statute of limitations, not state procedural requirements. *Rigby v. Roadway Express, Inc.*, 680 F.2d 342, 1982 U.S. App. LEXIS 18320 (5th Cir. Miss. 1982).

§ 11-15-29. Application to vacate or modify award; new hearing.

On application as provided for in Section 11-15-27, the court may vacate the award in any of the cases specified in Section 11-15-23, and if the time in which the award shall have been required to be made by the articles of submission has not expired, may, in its discretion, direct a new hearing by the arbitrators; and, in the cases specified in Section 11-15-25, the court may modify and correct the award so as to effect the intent thereof, and to promote justice between the parties.

HISTORY: Codes, 1892, § 109; 1906, § 110; Hemingway's 1917, § 97; 1930, § 95; 1942, § 293.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§11-15-101 et seq.

Inapplicability of this section to certain agreements, see §11-15-143.

RESEARCH REFERENCES

ALR.

Arbitrator's viewing or visiting premises or property alone as misconduct justifying vacation of award. 27 A.L.R.2d 1160.

Power of arbitrator to correct, or power of court to correct or resubmit, non-labor award because of incompleteness or failure to pass on all matters submitted. 36 A.L.R.3d 939.

Filing of mechanics' lien or proceeding for its enforcement as affecting right to

arbitration. 73 A.L.R.3d 1066.

Refusal or arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Am. Jur.

27 Am. Jur. Proof of Facts 3d 103, Establishing Statutory Grounds to Vacate an Arbitration Award in Nonjudicial Arbitration.

JUDICIAL DECISIONS

1. In general.

It is not legitimate, in exceptions to an arbitration award, to inquire into the original merits in favor of one party or the other, or to show that in evidence the award ought to have been different or that the law of the case was misconceived or misapplied, or that the decision, in view of all the facts and circumstances, was unjust. Thus, the scope of judicial review is much narrower than in cases where a party challenges the evidentiary basis for a trial court's decision. *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

Nothing in an award relative to merits of controversy as submitted, however wrongfully decided, whether errors of law or fact, is ground for setting aside an award in the absence of fraud, misconduct or other valid objections as defined in Code 1942, §§ 290 and 291. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

§ 11-15-31. Judgments; when and how rendered.

Upon such award being confirmed or modified, the court shall render such judgment therein in favor of the party entitled to the same, as would be rendered in such case in the circuit or chancery court.

HISTORY: Codes, 1892, § 110; 1906, § 111; Hemingway's 1917, § 98; 1930, § 96; 1942, § 294.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

JUDICIAL DECISIONS

1. In general.

An award may be binding on a portion of the parties and not on all of them, as where the distributees of an estate some of whom were infants, on the one side and the administrator on the other submitted a controversy about the administration to arbitrators, the award was held to bind the adults but not the infants. *Fort v. Battle*, 21 Miss. 133, 1849 Miss. LEXIS 153 (Miss. 1849).

§ 11-15-33. Costs; how taxed and collected.

The costs of the proceedings, after an application to the court for its action upon the award, and the fees allowed by law to the arbitrators, where no provision for payment is made thereof in the award, shall be taxed and collected as in other suits.

HISTORY: Codes, 1892, § 111; 1906, § 112; Hemingway's 1917, § 99; 1930, § 97; 1942, § 295.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

Compensation for referees, auditors, and arbitrators, see §[25-7-35](#).

RESEARCH REFERENCES

ALR.

Liability of parties to arbitration for costs, fees, and expenses. 57 A.L.R.3d 633.

Am. Jur.

2A Am. Jur. Legal Forms 2d, Arbitration and Award § 23:177 (Present disputes).

CJS.

6 C.J.S., Arbitration §§ 247 et seq.

§ 11-15-35. Pending suits may be arbitrated.

In all suits or actions in any court, it shall be lawful for the plaintiff and defendant to consent to a rule of court referring all matters in controversy between them in such suit or action to the arbitrament of any person or persons who may be mutually chosen by them; and the award of such arbitrators being made and returned according to the rule of submission of the parties, approved by the court and entered of record, shall have the same effect as the final judgment or decree of the court into which such award may be returned, and execution may issue thereon accordingly; and like proceedings may be had, where applicable, as is provided in other cases.

HISTORY: Codes, 1892, § 112; 1906, § 113; Hemingway's 1917, § 100; 1930, § 98; 1942, § 296.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§ **11-15-101** et seq.

Inapplicability of this section to certain agreements, see § **11-15-143**.

RESEARCH REFERENCES

ALR.

Laches or statute of limitations as bar to arbitration under agreement. 37 A.L.R.2d 1125.

Contract providing that it is governed by or subject to rules or regulations of a particular trade, business, or association as incorporating agreement to arbitrate. 41 A.L.R.2d 872.

Validity and effect of arbitration agreement provision that, upon one party's failure to appoint arbitrator, controversy may be determined by arbitrator appointed by other party. 47 A.L.R.2d 1346.

Liability of organization sponsoring or administering arbitration to parties involved in proceeding. 41 A.L.R.4th 1013.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 28-43.

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:133-23:155, 23:172-23:176 (Present disputes).

JUDICIAL DECISIONS

1. In general.

2. Conclusiveness of award.

1. In general.

Agreement to submit controversy to arbitration has effect of compromise settlement of matters in dispute and this agreement merges original causes of action and defenses into written award and makes that the exclusive source of rights and liabilities of parties. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

But the regular guardian may so submit a controversy in which he is authorized to give an acquittance. *Goleman v. Turner*, 22 Miss. 118, 1850 Miss. LEXIS 109 (Miss. 1850).

A guardian ad litem cannot bind his ward by submitting the suit to arbitration. *Fort v. Battle*, 21 Miss. 133, 1849 Miss. LEXIS 153 (Miss. 1849).

2. Conclusiveness of award.

Nothing in an award relative to merits of controversy as submitted, however wrongly decided, whether errors of law or fact, is ground for setting aside an award in the absence of fraud, misconduct or other valid objections as defined in Code 1942, §§ 290 and 291. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Unless arbitrators are restricted by agreement of submission, they are final judges of both law and fact and an award will not be reviewed or set aside for mistake in either. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

Parties to a replevin action who have agreed to submit to arbitrator issue involving usury are bound by whatever arbitrators declare to be law between them, and award is final and conclusive. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

An award returned into the circuit court by arbitrators appointed under this section [Code 1942, § 296] should be vacated when it appears that after the submission of the case the arbitrators heard the unsworn testimony of one party, in the absence of, and without the knowledge of the other or his counsel. *Rand v. Peel*, 74 Miss. 305, 21 So. 10, 1896 Miss. LEXIS 140 (Miss. 1896).

On an appeal from an award returned into and approved by the circuit court, said award is dealt with by the Supreme Court in the matter of procedure as having the same effect as a final judgment of the trial court, and when set aside the submission falls with it. *Rand v. Peel*, 74 Miss. 305, 21 So. 10, 1896 Miss. LEXIS 140 (Miss. 1896).

The objection that the circuit court could not render judgment on an award until the end of the term next following its return, is not well taken. Where the award was returned before the term of court began and plaintiff invited action upon it by making a motion in the case, the court rightly assumed that they were prepared to urge objections which they expected to make. *Hollingsworth v. Willis*, 64 Miss. 152, 8 So. 170, 1886 Miss. LEXIS 32 (Miss. 1886).

Affidavits in support of a motion to set aside an award, which are referred to in the bill of exceptions but not there set out, will not be considered by the Supreme Court, though certain affidavits which appeared to be the same are set out elsewhere in the record. *Hollingsworth v. Willis*, 64 Miss. 152, 8 So. 170, 1886 Miss. LEXIS 32 (Miss. 1886).

§ 11-15-37. Construction of chapter.

This chapter shall not be construed to take away from the courts of equity their power over awards, nor to make invalid any award good at common law. It shall be liberally construed for the encouragement of the settlement of disputes and the prevention of litigation.

HISTORY: Codes, 1892, § 113; 1906, § 114; Hemingway's 1917, § 101; 1930, § 99; 1942, § 297.

Cross References —

Arbitration of controversies arising from construction contracts and related agreements generally, see §§[11-15-101](#) et seq.

Inapplicability of this section to certain agreements, see §[11-15-143](#).

RESEARCH REFERENCES

ALR.

Validity and construction of provisions for arbitration of disputes as to alimony or support payments or child visitation or custody matters. 38 A.L.R.5th 69.

Am. Jur.

3 Am. Jur. Trials 681, Tactics and Strategy of Pleading §§ 50 et seq.

JUDICIAL DECISIONS

1. In general.

Arbitration proceedings which were had on subcontractor's request, where subcontractor was in default on a contract with state building commission, were an appeal from architect's determination and were broad enough to settle a dispute between the parties even though it was found only in general terms that architect's certificate should have been issued. *Horne v. State Bldg. Com.*, 222 Miss. 520, 76 So. 2d 356, 1954 Miss. LEXIS 675 (Miss. 1954).

Articles of agreement to arbitrate and awards thereon are to be liberally construed so as to encourage settlement of disputes and prevention of litigation, and every reasonable presumption will be indulged in favor of validity of arbitration proceedings. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948); *Stout v. W. M. Garrard & Co.*, 128 Miss. 418, 91 So. 33, 1922 Miss. LEXIS 125 (Miss. 1922).

Agreement to submit controversy to arbitration has effect of compromise settlement of matters in dispute and this agreement merges original causes of action and defenses into written award and makes that the exclusive source of rights and liabilities of parties. *Hutto v. Jordan*, 204 Miss. 30, 36 So. 2d 809, 1948 Miss. LEXIS 340 (Miss. 1948).

A liberal construction of the arbitration statute was expressly provided doubtless with knowledge that ordinary articles of arbitration are prepared by parties having no knowledge of technical rules, and refinements ought not to be ingrafted by the courts upon such proceedings. *Stout v. W. M. Garrard & Co.*, 128 Miss. 418, 91 So. 33, 1922 Miss. LEXIS 125 (Miss. 1922).

Policy of the state is to permit arbitration and give effect to a valid submission and award in view of this section [Code 1942, § 297]. *Scottish Union & Nat'l Ins. Co. v. Skaggs*, 114 Miss. 618, 75 So. 437, 1917 Miss. LEXIS 68 (Miss. 1917).

Arbitration of Controversies Arising from Construction Contracts and Related Agreements

- § 11-15-101. Agreements to which arbitration provisions apply.
- § 11-15-103. Agreements to submit controversies to arbitration; refusal of binding arbitration provisions in public contracts.
- § 11-15-105. Application for order to proceed with arbitration; stay; determination of issues.
- § 11-15-107. Initiation of arbitration.
- § 11-15-109. Appointment of arbitrators.
- § 11-15-111. Powers of arbitrators to be exercised by majority.
- § 11-15-113. Time, place and notice of hearing; procedure for conduct of hearing.
- § 11-15-115. Representation by attorney at proceedings.
- § 11-15-117. Subpoenas for production of evidence and attendance of witnesses; other discovery.
- § 11-15-119. Nature of remedy; form and time of award.
- § 11-15-121. Fees and expenses.
- § 11-15-123. Modification or correction of award by arbitrators.
- § 11-15-125. Confirmation of award by court.
- § 11-15-127. Form and service of application and notice.
- § 11-15-129. Jurisdiction of circuit courts over arbitration.
- § 11-15-131. Venue of arbitration applications.
- § 11-15-133. Vacating arbitration award.
- § 11-15-135. Application for modification or correction of award; grounds; joinder with application for vacating award.
- § 11-15-137. Order and judgment on award; enforcement; costs.
- § 11-15-139. Preparation of judgment roll; docketing judgment or decree.
- § 11-15-141. Court actions from which appeal may be taken.
- § 11-15-143. Inapplicability of other arbitration provisions.

§ 11-15-101. Agreements to which arbitration provisions apply.

1. Sections 11-15-101 through 11-15-143 apply only to agreements and provisions for arbitration made subsequent to July 1, 1981.
2. Sections 11-15-101 through 11-15-143 shall apply to any agreement for the planning, design, engineering, construction, erection, repair or alteration of any building, structure, fixture, road, highway, utility or any

part thereof, and to any purchase by, or supply to, any contractor or subcontractor qualified to do business in this state of any materials to be used in the planning, design, engineering, construction, erection, repair or alteration of any building, structure, fixture, road, highway, utility or any part thereof; provided, however, that nothing contained in Sections 11-15-101 through 11-15-143 shall be construed as amending or otherwise affecting the provisions of Sections 65-2-1 through 65-2-17, section 65-1-89, Section 65-1-91, and Section 77-9-387, Mississippi Code of 1972.

3. Sections 11-15-101 through 11-15-143 shall also apply to any agreement for architectural, engineering, surveying, planning and related professional services performed in connection with any of the agreements enumerated in subsection (2) of this section.
4. Sections 11-15-101 through 11-15-143 shall have no effect on the establishment or enforcement of any lien provided for in Title 85, Chapter 7, Mississippi Code of 1972.

HISTORY: Laws, 1981, ch. 495, § 1, eff from and after July 1, 1981.

Editor's Notes —

Section 77-9-387 referred to in (2) was repealed by Laws, 1997, ch. 460, § 21, eff from and after July 1, 1997.

Cross References —

Provisions on arbitration and award of controversies, see §§[11-15-1](#) et seq.

Inapplicability of §§[11-15-1](#) through [11-15-37](#) to agreements enumerated in this section, see §[11-15-143](#).

Application of the arbitration provisions of §§[11-15-101](#) through [11-15-143](#) to disagreements between electric utility and person seeking to work in closer proximity to high voltage overhead lines than is permitted by law over the reasonableness or necessity of the price of or work to be performed to deter contact with the lines, see §[45-15-9](#).

OPINIONS OF THE ATTORNEY GENERAL

The University of Mississippi Medical Center may agree to contracts which provide that disputes arising out of and concerning the performance or nonperformance of those contracts be resolved by binding arbitration. Conerly, February 5, 1999, A.G. Op. #99-0026.

RESEARCH REFERENCES

ALR.

Constitutionality of arbitration statutes. 55 A.L.R.2d 432.

Municipal corporation's power to submit to arbitration. 21 A.L.R.3d 569.

Demand for or submission to arbitration as affecting enforcement of mechanics' lien. 73 A.L.R.3d 1042.

Filing of mechanics' lien or proceeding for its enforcement as affecting right to arbitration. 73 A.L.R.3d 1066.

Enforcement of arbitration agreement contained in construction contract by or against nonsignatory. 100 A.L.R.5th 481.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 14-17, 28-43.

52 Am. Jur. Trials 209, Alternative Dispute Resolution: Construction Industry.

CJS.

6 C.J.S., Arbitration §§ 7, 24.

Law Reviews.

An overview of Mississippi's Construction Arbitration Act, 53 Miss. L. J. 501, September, 1983.

Williamson and Redfern, Lender liability in Mississippi: Part II loan commitments and agreements. 59 Miss. L. J. 71, Spring, 1989.

A Review of Mississippi Law Regarding Arbitration, 76 Miss. L.J. 1007, Spring, 2007.

JUDICIAL DECISIONS

1. In general.

Because the underlying dispute concerned the installation of a roof and a subcontract between two contractors, the laws under this section controlled. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Following trial court's 1994 order of dismissal without prejudice and order to submit claims to arbitration in accordance with the provisions of Miss. Code Ann. §**11-15-101** et seq., subcontractor could have initiated the arbitration proceeding but chose not to until seven years later when its claims were time-barred under Miss. Code Ann. §**15-1-49**. Haycraft v. Mid-State Constr. Co., 915 So. 2d 1117, 2005 Miss. App. LEXIS 1000 (Miss. Ct. App. 2005).

§ 11-15-103. Agreements to submit controversies to arbitration; refusal of binding arbitration provisions in public contracts.

Two (2) or more parties referred to in Section 11-15-101 may agree in writing to submit to arbitration any controversy existing between them at the time of the agreement, or they may include in a written contract a provision for the settlement by arbitration of any controversy thereafter arising between them relating to such contract or the failure or refusal to perform the whole or any part thereof. Such agreement or provision shall be valid, enforceable and irrevocable without regard to the justiciable character of the controversy. Provided, however, that in the event either party to such an agreement initiates litigation against the other with respect to such agreement, such arbitration provision shall be deemed waived unless asserted as a defense on or before the responding party is required to answer to such litigation. Whenever a provision for binding arbitration is included in the contract documents of a public contract, any bidder may refuse to accept such clause and shall so state on the bid document before entering into such public contract, and such refusal shall not be cause to reject any bid on, or refuse the award of such public contract.

HISTORY: Laws, 1981, ch. 495, § 2, eff from and after July 1, 1981.

Cross References —

Application of the arbitration provisions of §§**11-15-101** through**11-15-143** to disagreements between electric utility and person seeking to work in closer proximity to high voltage overhead lines than is permitted by law over the reasonableness or necessity of the price of or work to be performed to deter contact with the lines, see §**45-15-9**.

OPINIONS OF THE ATTORNEY GENERAL

The University of Mississippi Medical Center may agree to contracts which provide that disputes arising out of and concerning the performance or nonperformance of those contracts be resolved by binding arbitration. Conerly, February 5, 1999, A.G. Op. #99-0026.

RESEARCH REFERENCES

ALR.

Contract providing that it is governed by or subject to rules or regulations of a particular trade, business, or association as incorporating agreement to arbitrate. 41 A.L.R.2d 872.

Death of party before award as revocation or termination of submission to arbitration. 63 A.L.R.2d 754.

Arbitration of disputes within close corporation. 64 A.L.R.2d 643.

Application of provisions of arbitration statutes excluding contracts for labor or services. 64 A.L.R.2d 1336.

Enforcement of contractual arbitration clause as affected by expiration of contract prior to demand for arbitration. 5 A.L.R.3d 1008.

Validity and effect, and remedy in respect, of contractual stipulation to submit disputes to arbitration in another jurisdiction. 12 A.L.R.3d 892.

Validity and enforceability of provision for binding arbitration and waiver thereof. 24 A.L.R.3d 1325.

Breach or repudiation of contract as affecting right to enforce arbitration clause therein. 32 A.L.R.3d 377.

Statute of limitations as bar to arbitration under agreement. 94 A.L.R.3d 533.

Conflict of laws as to validity and effect of arbitration provision in contract for purchase or sale of goods, products, or services. 95 A.L.R.3d 1145.

Attorney's submission of dispute to arbitration, or amendment of arbitration agreement, without client's knowledge or consent. 48 A.L.R.4th 127.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 46-101.

2A Am. Jur. Legal Forms 2d, Arbitration and Award § 23:146 (present disputes-filing agreement for arbitration with clerk of appropriate court).

CJS.

6 C.J.S., Arbitration §§ 9, 10, 25 et seq.

JUDICIAL DECISIONS

1. In general.
2. Arbitration provision held enforceable.

1. In general.

The statute does not provide the exclusive method by which a party may effectuate a waiver of a right to arbitration. *Scott Addison Constr. v. Lauderdale County Sch. Sys.*, 789 So. 2d 771, 2001 Miss. LEXIS 98 (Miss. 2001).

Parties to a construction agreement, as a matter of right to contract, may in advance bind themselves to compulsory arbitration of disputes that arise between them. *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

2. Arbitration provision held enforceable.

Arbitration clause of a contractor and developer's contract that excluded aesthetic-effect claims from arbitration was enforceable, but the trial court erred by listing certain punch-list items as aesthetic and thus not subject to arbitration because it failed to define the ambiguous term "aesthetic" and what it covered, and provided no reasoning for its selections. *Harrison County Commer. Lot, LLC v. H. Gordon Myrick, Inc.*, 107 So.3d 943, 2013 Miss. LEXIS 29 (Miss. 2013).

Arbitration provision in a contract between a developer and a contractor was unambiguous, and its failure to provide an express jury trial waiver did not render it unenforceable, as the developer was a sophisticated business that should have been aware of the consequences of the arbitration agreement which it negotiated. *Harrison County Commer. Lot, LLC v. H. Gordon Myrick, Inc.*, 107 So.3d 943, 2013 Miss. LEXIS 29 (Miss. 2013).

§ 11-15-105. Application for order to proceed with arbitration; stay; determination of issues.

1. Any party to an agreement or provision for arbitration subject to Sections 11-15-101 through 11-15-143 claiming the neglect or refusal of another

party thereto to comply therewith may make application to the court as described in Sections 11-15-133 and 11-15-135 for an order directing the parties to proceed with arbitration in accordance with the terms of such agreement or provision. If the court finds that no substantial issue exists as to the making of the agreement or provision, it shall grant the application. If the court shall find that a substantial issue is raised as to the making of the agreement or provision, it shall summarily hear and determine such issue and shall, consistent with such determination, grant or deny the application.

2. Any action or proceeding involving an issue subject to arbitration under Sections 11-15-101 through 11-15-143 shall be stayed if an order for arbitration or an application therefor has been made under this section. If such issue is severable, the stay may be with respect to such issue only. An order for arbitration shall include the stay.
3. On application, the court may stay an arbitration proceeding commenced or threatened if it shall find no agreement or provision for arbitration subject to Sections 11-15-101 through 11-15-143 exists between the party making the application and the party causing the arbitration to be had. The court shall summarily hear and determine the issue of the making of the agreement or provision and shall, consistent with such determination, grant or deny the application.
4. An order for arbitration shall not be refused on the ground that the claim in issue lacks merit or bona fides or because any fault or grounds for the claim sought to be arbitrated have not been shown.

HISTORY: Laws, 1981, ch. 495, § 3, eff from and after July 1, 1981.

Cross References —

Application of the arbitration provisions of §§ [11-15-101](#) through [11-15-143](#) to disagreements between electric utility and person seeking to work in closer proximity to high voltage overhead lines than is permitted by law over the reasonableness or necessity of the price of or work to be performed to deter contact with the lines, see § [45-15-9](#).

RESEARCH REFERENCES

ALR.

Which statute of limitations applies to efforts to compel arbitration of a dispute.
77 A.L.R.4th 1071.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 46-101.

2A Am. Jur. Legal Forms 2d, Arbitration and Award § 23:146 (present disputes-filing agreement for arbitration with clerk of appropriate court).

CJS.

6 C.J.S., Arbitration §§ 88, 89, 117.

JUDICIAL DECISIONS

1. In relation to limitations periods.
2. Arbitration provision held enforceable.

1. In relation to limitations periods.

Following trial court's 1994 order of dismissal without prejudice and order to submit claims to arbitration in accordance with the provisions of Miss. Code Ann. § **11-15-101** et seq., subcontractor could have initiated the arbitration proceeding but chose not to until seven years later when its claims were time-barred under Miss. Code Ann. § **15-1-49**. Haycraft v. Mid-State Constr. Co., 915 So. 2d 1117, 2005 Miss. App. LEXIS 1000 (Miss. Ct. App. 2005).

2. Arbitration provision held enforceable.

Arbitration clause of a contractor and developer's contract that excluded aesthetic-effect claims from arbitration was enforceable, but the trial court erred by listing certain punch-list items as aesthetic and thus not subject to arbitration because it failed to define the ambiguous term "aesthetic" and what it covered, and provided no reasoning for its selections. Harrison County Commer. Lot, LLC v. H. Gordon Myrick, Inc., 107 So.3d 943, 2013 Miss. LEXIS 29 (Miss. 2013).

Arbitration provision in a contract between a developer and a contractor was unambiguous, and its failure to provide an express jury trial waiver did not render it unenforceable, as the developer was a sophisticated business that should have been aware of the consequences of the arbitration agreement which it negotiated. Harrison County Commer. Lot, LLC v. H. Gordon Myrick, Inc., 107 So.3d 943, 2013 Miss. LEXIS 29 (Miss. 2013).

§ 11-15-107. Initiation of arbitration.

If an agreement or provision for arbitration provides a method for the initiation of arbitration, such method shall be followed. In the absence thereof, the party desiring to initiate the arbitration shall, within the time specified by the contract, if any, file with the other party a notice of an intention to arbitrate which notice shall contain a statement setting forth the nature of the dispute, the amount involved, and the remedy sought. A party upon whom the demand for arbitration is made may file an answering statement to the other party within twenty (20) days after receipt of the initial demand. If no answer is filed within the stated time, it will be treated as a denial of the claim. Failure to file an answer shall not operate to delay the arbitration.

HISTORY: Laws, 1981, ch. 495, § 4, eff from and after July 1, 1981.

Cross References —

Provision regarding form of applications and notices, see § **11-15-127**.

RESEARCH REFERENCES

ALR.

Delay in asserting contractual right to arbitration as precluding enforcement thereof. 25 A.L.R.3d 1171.

Attorney's submission of dispute to arbitration, or amendment of arbitration agreement, without client's knowledge or consent. 48 A.L.R.4th 127.

Which statute of limitations applies to efforts to compel arbitration of a dispute. 77 A.L.R.4th 1071.

Am. Jur.

7 Am. Jur. Pl & Pr Forms (Rev), Contracts, Form 12.1 (Answer – Defense – Laches).

CJS.

6 C.J.S., Arbitration §§ 66 et seq.

JUDICIAL DECISIONS

1. In relation to limitations periods.

Following trial court's 1994 order of dismissal without prejudice and order to submit claims to arbitration in accordance with the provisions of Miss. Code Ann. § **11-15-101** et seq., subcontractor could have initiated the arbitration proceeding but chose not to until seven years later when its claims were time-barred under Miss. Code Ann. § **15-1-49**. Haycraft v. Mid-State Constr. Co., 915 So. 2d 1117, 2005 Miss. App. LEXIS 1000 (Miss. Ct. App. 2005).

§ 11-15-109. Appointment of arbitrators.

If an agreement or provision for arbitration provides a method for the appointment of arbitrators this method shall be followed. In the absence thereof, or if the agreed method fails or for any reason cannot be followed, or if an arbitrator who has been appointed fails or is unable to act and his successor has not been duly appointed, the court, on application of a party to such agreement or provision, shall appoint one or more arbitrators. An arbitrator so appointed shall have the same powers as if he had been named or provided for in the agreement or provision.

HISTORY: Laws, 1981, ch. 495, § 5, eff from and after July 1, 1981.

Cross References —

Criminal penalty for arbitrator taking bribe, see § **97-9-5**.

RESEARCH REFERENCES

ALR.

Disqualification of arbitrator by court or stay of arbitration proceedings for interest, bias, prejudice, collusion, or fraud of arbitrators. 65 A.L.R.2d 755.

Setting aside arbitration award on ground of interest or bias of arbitrators. 56 A.L.R.3d 697.

Validity and effect under state law of arbitration agreement provision for alternative method of appointment of arbitrator where one party fails or refuses to follow appointment procedure specified in agreement. 75 A.L.R.5th 595.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 126-156.

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:223 et seq. (Appointment of arbitrator).

4 Am. Jur. Proof of Facts 2d, Bias of Arbitrator, §§ 8 et seq. (proof of bias of arbitrator).

CJS.

6 C.J.S., Arbitration §§ 115-144.

§ 11-15-111. Powers of arbitrators to be exercised by majority.

The powers of the arbitrators may be exercised by a majority of their number unless otherwise provided in the agreement or provision for arbitration.

HISTORY: Laws, 1981, ch. 495, § 6, eff from and after July 1, 1981.

RESEARCH REFERENCES

ALR.

Modern status of rules respecting concurrence of all arbitrators as condition of binding award under private agreement not specifying unanimity. 83 A.L.R.3d 996.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 143-152.

CJS.

6 C.J.S., Arbitration §§ 128, 129.

JUDICIAL DECISIONS

1. In general.

When a mortgagee brings an action for a deficiency judgment on mortgaged property that the mortgagee purchased at a foreclosure sale in which the mortgagee was the only bidder, subsequent valuations of the property and the totality of the actions taken by the creditor/purchaser at the foreclosure sale to satisfy the full debt from the property foreclosed becomes relevant to the entitlement of the mortgagee to a deficiency judgment, and therefore should

be admissible. Federal Land Bank v. Wolfe, 560 So. 2d 137, 1989 Miss. LEXIS 500 (Miss. 1989).

§ 11-15-113. Time, place and notice of hearing; procedure for conduct of hearing.

Unless otherwise provided by the agreement or provision for arbitration:

The arbitrators so appointed shall set a time and place for the hearing and cause notification to the parties to be served personally in any manner provided for by law or by registered or certified mail not less than twenty (20) days before the hearing. Appearance at the hearing waives a party's right to such notice. The arbitrators may adjourn their hearing from time to time upon their own motion and shall do so upon the request of any party to the arbitration for good cause shown; provided that no adjournment or postponement of the hearing shall extend beyond the date fixed in the agreement or provision for making the award unless the parties consent to a later date.

A hearing shall be opened by the recording of the place, time and date of the hearing, the presence of the arbitrator and parties, and counsel, if any, and by the receipt by the arbitrator of the statement of the claim and answer, if any.

The arbitrator may, at the beginning of the hearing, ask for a statement clarifying the issues involved.

The complaining party shall then present its claim, proofs and witnesses, who shall submit to questions or other examination. The defending party shall then present its defenses, proofs and witnesses, who shall submit to questions or other examination. The arbitrator may vary this procedure but shall afford full and equal opportunity to the parties for the presentation of any material or relevant proofs.

Any party shall be entitled to cross-examine the witnesses of any other party appearing at the hearing. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrators shall be the judge of the admissibility of the evidence offered and conformity to legal rules

of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is absent in default or has waived his or her right to be present.

The hearing shall be conducted by all of the arbitrators but a majority may determine any question and render a final award. If, during the course of the hearing, an arbitrator for any reason ceases to act, the remaining arbitrator or arbitrators appointed to act as neutrals may continue with the hearing and determination of the controversy.

HISTORY: Laws, 1981, ch. 495, § 7, eff from and after July 1, 1981.

RESEARCH REFERENCES

ALR.

Refusal or arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution Award §§ 157-179, 181-186, 188, 191-194.

CJS.

6 C.J.S., Arbitration §§ 114-121.

§ 11-15-115. Representation by attorney at proceedings.

A party has the right to be represented by an attorney at any proceeding or hearing under Sections 11-15-101 through 11-15-143. A waiver thereof prior to the proceeding or hearing shall be ineffective.

HISTORY: Laws, 1981, ch. 495, § 8, eff from and after July 1, 1981.

§ 11-15-117. Subpoenas for production of evidence and attendance of witnesses; other discovery.

1. The arbitrators may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be

served and, upon application to the court by a party to the arbitration or the arbitrators, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

2. On application of a party to the arbitration, the arbitrators, in the manner and upon terms designated by the arbitrators, may permit a deposition to be taken of any person.
3. Any prehearing discovery other than that referred to above shall only be permissible if agreed to by the parties involved in the arbitration.
4. All provisions of law compelling a person under subpoena to testify are applicable.
5. Fees for attendance as a witness shall be the same as for a witness in circuit court.

HISTORY: Laws, 1981, ch. 495, § 9, eff from and after July 1, 1981.

Cross References —

Issuance and service of subpoenas duces tecum, generally, see §[11-1-51](#).

Subpoenas for witnesses, generally, see §§[13-3-93](#) et seq.

Fees for witness in circuit court, see §[25-7-47](#).

RESEARCH REFERENCES

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 167, 169.

81 Am. Jur. 2d, Witnesses §§ 6et seq., 66 et seq.

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration and Award, Form 61 (Petition or application by arbitrators for order compelling witness to attend arbitration proceeding).

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration and Award, Form 62 (Order to show cause why witness should not testify before arbitrators or be punished for contempt).

2 Am. Jur. Pl & Pr Forms (Rev), Arbitration and Award, Form 63 (Order directing witness to appear before arbitrators to testify).

CJS.

6 C.J.S., Arbitration §§ 123-127, 236-246.

98 C.J.S., Witnesses §§ 208-234.

§ 11-15-119. Nature of remedy; form and time of award.

1. The arbitrators may grant any remedy or relief which is just, equitable and consistent with the agreement of the parties which is the subject of the arbitration.
2. The award shall be in writing and shall be signed by the arbitrator joining in the award. The arbitrators shall deliver a copy to each party to the arbitration either personally or by registered or certified mail, or as provided in the agreement or provision.
3. An award shall be made within the time fixed therefor by the agreement or provision for arbitration or, if not so fixed, within such time as the court may order on application of a party to the arbitration. The parties may, by written agreement, extend the time before or after the expiration thereof. A party waives the objection that an award was not made within the time required unless he notifies the arbitrators of his objection prior to the delivery of the award to him.
4. An arbitrator may award attorney's fees and costs to a prevailing party.

HISTORY: Laws, 1981, ch. 495, § 10; Laws, 1994, ch. 626, § 8, eff from and after July 1, 1994.

RESEARCH REFERENCES

ALR.

Necessity that arbitrators, make specific or detailed findings of fact or conclusions of law. 82 A.L.R.2d 969.

Power of court to resubmit matter to arbitrators for correction or clarification, because of ambiguity or error in, or omission from, arbitration award. 37 A.L.R.3d 200.

Construction and effect of contractual or statutory provisions fixing time within which arbitration award must be made. 56 A.L.R.3d 633.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Arbitrator's power to award punitive damages. 83 A.L.R.3d 1037.

Equipment leasing expense as element of construction contractor's damages. 52 A.L.R.4th 712.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 170 et seq.

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:31 et seq. (Future disputes).

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:133-23:155, 23:172-23:176 (Present disputes).

CJS.

6 C.J.S., Arbitration §§ 136-190.

§ 11-15-121. Fees and expenses.

Unless otherwise provided in the agreement or provision for arbitration, the arbitrators' reasonable expenses and fees, together with other reasonable expenses, not including counsel fees, incurred in the conduct of the arbitration shall be paid as provided in the award. Such compensation shall be taxed and collected as costs in the suit.

HISTORY: Laws, 1981, ch. 495, § 11, eff from and after July 1, 1981.

Cross References —

Compensation for arbitrators, see §**25-7-35**.

RESEARCH REFERENCES

ALR.

Liability of parties to arbitration for costs, fees, and expenses. 57 A.L.R.3d 633.

Attorneys' fees: cost of services provided by paralegals or the like as compensable element of award in state court. 73 A.L.R.4th 938.

CJS.

§ 11-15-123. Modification or correction of award by arbitrators.

Upon request by a party to the arbitration, mailed by registered or certified mail to the arbitrators and opposing party(s) within twenty (20) days of the receipt of the award, to modify or correct the award on any or all of the grounds enumerated in Section 11-15-135, the arbitrators shall, within ten (10) days, modify, correct or affirm the award as they find proper.

HISTORY: Laws, 1981, ch. 495, § 12, eff from and after July 1, 1981.

RESEARCH REFERENCES

ALR.

Power of arbitrator to correct, or power of court to correct or resubmit, nonlabor award because of incompleteness or failure to pass on all matters submitted. 36 A.L.R.3d 939.

Power of court to resubmit matter to arbitrators for correction or clarification, because of ambiguity or error in, or omission from, arbitration award. 37 A.L.R.3d 200.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution § 151, 187, 210.

CJS.

6 C.J.S., Arbitration §§ 113, 177.

JUDICIAL DECISIONS

1. Waiver.

City waived its argument that the arbitrator erred by denying as untimely its motion for reconsideration because the city never presented the issue to the circuit judge for decision; the city never asked the circuit judge to vacate the arbitration award or grant any other relief based on the arbitrator's refusal to

reconsider issues related to damages City of Hattiesburg v. Precision Constr., 192 So.3d 1089, 2016 Miss. App. LEXIS 312 (Miss. Ct. App. 2016).

§ 11-15-125. Confirmation of award by court.

Upon application by a party to the arbitration filed within ninety (90) days of the receipt of the later of a copy of the award issued pursuant to Section 11-15-119, or a modified or corrected award as provided by Section 11-15-123 the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating, modifying or correcting the award, in which case the court shall proceed as provided in Sections 11-15-133 and 11-15-135.

HISTORY: Laws, 1981, ch. 495, § 13, eff from and after July 1, 1981.

RESEARCH REFERENCES

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 190, 191.

CJS.

6 C.J.S., Arbitration §§ 178-182.

JUDICIAL DECISIONS

0.5 Award confirmed.

According to Miss. Code Ann. § **11-15-125** and Miss. Code Ann. § **11-15-135**, an arbitration award would be confirmed absent the existence of at least one of the grounds listed for vacating, modifying, or correcting an award; because the subcontractor did not assert any of these grounds in its response asserting that the motion to confirm was premature, its motion to set aside judgment, motion to vacate, or motion to reconsider, the circuit court properly confirmed the award in favor of the general contractor. Johnson Land Co. v. C. E. Frazier Constr. Co., 925 So. 2d 80, 2006 Miss. LEXIS 61 (Miss. 2006).

§ 11-15-127. Form and service of application and notice.

Except as otherwise provided, an application to the court under Sections 11-15-101 through 11-15-143 shall be by motion and shall be heard in the manner and upon the notice provided by law or rule of court for the making and hearing of motions. Unless the parties have agreed otherwise, notice of an initial application for an order shall be served in the manner provided by law for the service of a summons in an action.

HISTORY: Laws, 1981, ch. 495, § 14, eff from and after July 1, 1981.

§ 11-15-129. Jurisdiction of circuit courts over arbitration.

The term “court” as used in Sections 11-15-101 through 11-15-143 means the circuit court of the county as provided in Section 11-15-131. The making of an agreement or provision for arbitration subject to Sections 11-15-101 through 11-15-143 and providing for arbitration in this state shall, whether made within or outside this state, confer jurisdiction on the court to enforce the agreement or provision under Sections 11-15-101 through 11-15-143 and to enter judgment on an award duly rendered in an arbitration thereunder and to vacate, modify or correct an award rendered thereunder for such cause and in the manner provided in Sections 11-15-101 through 11-15-143.

HISTORY: Laws, 1981, ch. 495, § 15, eff from and after July 1, 1981.

RESEARCH REFERENCES

ALR.

Validity and effect, and remedy in respect, of contractual stipulation to submit disputes to arbitration in another jurisdiction. 12 A.L.R.3d 892.

§ 11-15-131. Venue of arbitration applications.

An initial application shall be made to the court of the county in which the agreement provides the arbitration hearing shall be held or, if the hearing has been held, in the county in which it was held. Otherwise, the application shall be made in the county where the adverse party resides or has a place of business or, if he has no residence or place of business in this state, to the court of any county. All subsequent applications shall be made to the court hearing the initial application unless the court otherwise directs.

HISTORY: Laws, 1981, ch. 495, § 16, eff from and after July 1, 1981.

§ 11-15-133. Vacating arbitration award.

1. Upon application of a party, the court shall vacate an award where:
 - a. The award was procured by corruption, fraud or other undue means;
 - b. There was evident partiality by an arbitrator appointed as a neutral or corruption in any of the arbitrators or misconduct prejudicing the rights of any party.The fact that the relief was such that it could not or would not be granted by a court of law or equity is no ground for vacating or refusing to confirm the award.
2. An application under this section shall be made within ninety (90) days after receipt of a copy of the award to the applicant, except that, if predicated upon corruption, fraud or other undue means, it shall be made within ninety (90) days after such grounds are known or should have been known.
3. In vacating the award on such grounds, the court may order a rehearing before new arbitrators chosen as provided in the agreement or provision for arbitration or, in the absence thereof, by the court in accordance with Section 11-15-107. The time within which the agreement or provision for arbitration requires the award to be made is applicable to the rehearing and commences from the date of the order.
4. If the application to vacate is denied and no motion to modify or correct the award is pending, the court shall confirm the award.

HISTORY: Laws, 1981, ch. 495, § 17, eff from and after July 1, 1981.

Cross References —

Jurisdiction of circuit courts, generally, see §§[9-7-81](#) et seq.

Applicability of procedure in this section to one seeking order directing parties to proceed to arbitration, see §[11-15-105](#).

Criminal penalty for arbitrator taking bribe, see §[97-9-5](#).

RESEARCH REFERENCES

ALR.

Arbitrator's viewing or visiting premises or property alone as misconduct justifying vacation of award. 27 A.L.R.2d 1160.

Arbitrator's consultation with outsider or outsiders as misconduct justifying vacation of arbitration award. 47 A.L.R.2d 1362.

Disqualification of arbitrator by court or stay of arbitration proceedings for interest, bias, prejudice, collusion, or fraud of arbitrators. 65 A.L.R.2d 755.

Time for impeaching arbitration award. 85 A.L.R.2d 779.

Setting aside arbitration award on ground of interest or bias of arbitrators. 56 A.L.R.3d 697.

Refusal or arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Setting aside arbitration award on ground of interest or bias of arbitrators—commercial, business, or real estate transactions. 67 A.L.R.5th 179.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 206, 223 et seq.

4 Am. Jur. Proof of Facts 2d, Bias of Arbitrator, §§ 8 et seq. (proof of bias of arbitrator).

CJS.

6 C.J.S., Arbitration §§ 197-235.

JUDICIAL DECISIONS

1. In general.

2. Request to vacate properly denied.

1. In general.

Courts requested to confirm, modify and/or vacate arbitration awards are not at liberty to permit the examination of witnesses; witness testimony outside the confines of the arbitration record amounts to fact finding by the trial court, exceeding the scope of the court's review. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Standard by which an appellate court reviews a trial court's order confirming an arbitration award under the Federal Arbitration Act (FAA) is that questions

of law are reviewed de novo and findings of fact are reviewed only for clear error; the State arbitration act presents nearly identical requirements and exceptions for review, and the supreme court embraces this standard of review to evaluate properly the application of the statutes, while reviewing the trial court's actions for error. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Much like the Federal Arbitration Act, the Mississippi construction arbitration statutes significantly limit the grounds for vacation and modification; courts adhering to these rules have no need to hear witness testimony to determine whether an award should be modified or withdrawn. Rather, courts make these decisions based on the evident nature, the clear and obvious presence, of the error in the award. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

According to Miss. Code Ann. Section 11-15-133(2), even a party challenging an award predicated upon fraud, corruption, or other undue means, had only ninety days to do so, starting from the date the fraud, corruption, or other undue means was known or should have been known; it was easy to envision the negative effects the subcontractor's interpretation of the statute could have on the benefits of arbitration, if a trial court must wait ninety days, in every case, before confirming the award. *Johnson Land Co. v. C. E. Frazier Constr. Co.*, 925 So. 2d 80, 2006 Miss. LEXIS 61 (Miss. 2006).

It is not legitimate, in exceptions to an arbitration award, to inquire into the original merits in favor of one party or the other, or to show that in evidence the award ought to have been different or that the law of the case was misconceived or misapplied, or that the decision, in view of all the facts and circumstances, was unjust. Thus, the scope of judicial review is much narrower than in cases where a party challenges the evidentiary basis for a trial court's decision. *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

Section 11-15-133, which authorizes an inquiry into "evident partiality," precludes consideration of whether the relief granted by the arbitrator is such that it could have been granted by a court of law or equity. Evident partiality of an arbitrator as a defense of an award is analogous to an attack upon a judge on the grounds of partiality. On appeal, evident partiality may not be shown by an inquiry into the merits. Moreover, the mere appearance of bias that might disqualify a judge will not disqualify an arbitrator. To vacate an award on the grounds of evident partiality, a reviewing court must find some personal interest on the part of the arbitrator. Personal bias of an arbitrator cannot be shown by means other than pecuniary interest or some other actual

relationship between the parties. Moreover, an arbitrator's general interest in his or her industry is insufficient grounds for vacating an award. The partiality "must be direct, definite and capable of demonstration rather than remote, uncertain, or speculative." *Herrin v. Milton M. Stewart, Inc.*, 558 So. 2d 863, 1990 Miss. LEXIS 155 (Miss. 1990).

Evident partiality of an arbitrator as a defense to an award is analogous to attacks upon a judge on grounds of partiality. Evident partiality has objective and subjective components. It contemplates an objective view of an arbitrator's state of mind, that which would sway the judgment and be reasonably likely to render him or her unable to proceed impartially in a particular case. The statutory language also refers to a subjective mental attitude, a preconceived opinion, or a predisposition toward a party to the arbitration. *Craig v. Barber*, 524 So. 2d 974, 1988 Miss. LEXIS 214 (Miss. 1988).

2. Request to vacate properly denied.

Denial of a contractor's motion to vacate an arbitration award for a builder under Miss. Code Ann. §11-15-133(1) was proper as: (1) the arbitrator properly refused to postpone the arbitration hearing after the contractor obtained new counsel because the contractor had already caused substantial delay in the proceedings; (2) three separate scheduling hearings were held prior to arbitration due to the contractor's failure to cooperate; (3) obtaining new counsel merely five days before arbitration was scheduled was yet another effort by the contractor to further delay the proceedings; and (4) the arbitrator was well within his authority to exclude the documentary evidence due to the contractor's failure to present the evidence in a timely manner. *Tri County Contrs., Inc. v. Better Quality Builders, LLC*, 111 So.3d 1285, 2013 Miss. App. LEXIS 228 (Miss. Ct. App. 2013).

§ 11-15-135. Application for modification or correction of award; grounds; joinder with application for vacating award.

1. Upon application made by a party to the arbitration within ninety (90) days after receipt of a copy of the award, the court shall modify or correct the award where:
 - a. There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the

- award;
- b. The arbitrators have awarded upon a matter not submitted to them and the award may be corrected without affecting the merits of the decision upon the issues submitted; or
 - c. The award is imperfect in a matter of form, not affecting the merits of the controversy.
- 2. If such application is granted, the court shall modify and correct the award so as to effect its intent and shall confirm the award as so modified and corrected; otherwise, the court shall confirm the award as made.
 - 3. An application to modify or correct an award may be joined in the alternative with an application to vacate the award.

HISTORY: Laws, 1981, ch. 495, § 18, eff from and after July 1, 1981.

Cross References —

Applicability of procedure in this section to one seeking order directing parties to proceed to arbitration, see §[11-15-105](#).

Criminal penalty for arbitrator taking bribe, see §[97-9-5](#).

RESEARCH REFERENCES

ALR.

Disqualification of arbitrator by court or stay of arbitration proceedings for interest, bias, prejudice, collusion, or fraud of arbitrators. 65 A.L.R.2d 755.

Time for impeaching arbitration award. 85 A.L.R.2d 779.

Power of arbitrator to correct, or power of court to correct or resubmit, nonlabor award because of incompleteness or failure to pass on all matters submitted. 36 A.L.R.3d 939.

Setting aside arbitration award on ground of interest or bias of arbitrators. 56 A.L.R.3d 697.

Refusal or arbitrators to receive evidence, or to permit briefs or arguments, on particular issues as grounds for relief from award. 75 A.L.R.3d 132.

Admissibility of affidavit or testimony of arbitrator to impeach or explain award. 80 A.L.R.3d 155.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution §§ 206, 223 et seq.

4 Am. Jur. Proof of Facts 2d, Bias of Arbitrator, §§ 8 et seq. (proof of bias of arbitrator).

CJS.

6 C.J.S., Arbitration §§ 197-235.

JUDICIAL DECISIONS

1. In general.

2. Modification denied.

1. In general.

Trial court exceeded its jurisdiction because it assumed the role of factfinder and reviewed witness testimony outside the arbitration record to determine where and to what extent a miscalculation existed; the arbitrator clearly defined the retainage amounts and subtracted them from the overall award as monies unpaid yet remaining under dispute, and the evident nature of an award's calculation error would have been enough for the trial court to make its decision. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Courts requested to confirm, modify and/or vacate arbitration awards are not at liberty to permit the examination of witnesses; witness testimony outside the confines of the arbitration record amounts to fact finding by the trial court, exceeding the scope of the court's review. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Standard by which an appellate court reviews a trial court's order confirming an arbitration award under the Federal Arbitration Act (FAA) is that questions of law are reviewed de novo and findings of fact are reviewed only for clear error; the State arbitration act presents nearly identical requirements and exceptions for review, and the supreme court embraces this standard of review to evaluate properly the application of the statutes, while reviewing the trial court's actions for error. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Supreme court recognizes arbitration as a binding, bargained-for, dispute-resolution method, and those matters arbitrated should not be retried by the courts of the State, and accordingly, arbitration awards are considered final, with very few, narrow exceptions outlined by statute; the "evident" (plain,

obvious, or clearly understood) miscalculation must be apparent from nothing more than the four corners of the award and the contents of the arbitration record. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Much like the Federal Arbitration Act, the Mississippi construction arbitration statutes significantly limit the grounds for vacation and modification; courts adhering to these rules have no need to hear witness testimony to determine whether an award should be modified or withdrawn. Rather, courts make these decisions based on the evident nature, the clear and obvious presence, of the error in the award. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

Modification of an arbitration award may be had only where the purported mistake is the product of an evident numerical miscalculation or an evident mistake in the description of a person, thing, or property referred to in the award, where the award could be corrected without the merits being affected, or where the award is imperfect in a matter of form that does not affect the merits. *D'Angelo v. Hometown Concepts, Inc.*, 791 So. 2d 270, 2001 Miss. App. LEXIS 107 (Miss. Ct. App. 2001).

2. Modification denied.

Circuit court did not err in denying a city's motion to modify an arbitration award because the city failed to establish an evident miscalculation of figures; because there was no record of the hearing, it was impossible to say that the arbitrator made an "evident miscalculation," and the arbitrator's decision cited testimony concerning the contractor's lost profits. *City of Hattiesburg v. Precision Constr.*, 192 So.3d 1089, 2016 Miss. App. LEXIS 312 (Miss. Ct. App. 2016).

According to Miss. Code Ann. §~~11-15-125~~ and Miss. Code Ann. §~~11-15-135~~, an arbitration award would be confirmed absent the existence of at least one of the grounds listed for vacating, modifying, or correcting an award; because the subcontractor did not assert any of these grounds in its response asserting that the motion to confirm was premature, its motion to set aside judgment, motion to vacate, or motion to reconsider, the circuit court properly confirmed the award in favor of the general contractor. *Johnson Land Co. v. C. E. Frazier Constr. Co.*, 925 So. 2d 80, 2006 Miss. LEXIS 61 (Miss. 2006).

Modification of an arbitration award was not appropriate as the amount of damages the arbitrator awarded was not the product of an evident miscalculation of figures, but, rather, the amount was simply based upon the

lowest repair estimate submitted by the appellants; the amount of damages to which the appellants were entitled was a contested issue of fact, and any judicial correction of the damage award would improperly affect the merits. *D'Angelo v. Hometown Concepts, Inc.*, 791 So. 2d 270, 2001 Miss. App. LEXIS 107 (Miss. Ct. App. 2001).

§ 11-15-137. Order and judgment on award; enforcement; costs.

Upon the granting of an order confirming, modifying or correcting an award, a judgment or decree shall be entered and be enforced as any other judgment or decree. Costs may be awarded by the court.

HISTORY: Laws, 1981, ch. 495, § 19, eff from and after July 1, 1981.

RESEARCH REFERENCES

ALR.

Death of party before award as revocation or termination of submission to arbitration. 63 A.L.R.2d 754.

Liability of parties to arbitration for costs, fees, and expenses. 57 A.L.R.3d 633.

Am. Jur.

4 Am. Jur. 2d, Alternative Dispute Resolution § 204.

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:31 et seq. (Future disputes).

2A Am. Jur. Legal Forms 2d, Arbitration and Award §§ 23:133-23:155, 23:172-23:176 (Present disputes).

CJS.

6 C.J.S., Arbitration §§ 193-196, 247-253.

JUDICIAL DECISIONS

1. Attorneys' fees and costs.

Subcontractor was not entitled to attorney's fees and costs because the supreme court recognized the agreement between the subcontract and the

contractor, which held them responsible for their individual costs and fees and dividing the costs of appeal accordingly. *D.W. Caldwell, Inc. v. W.G. Yates & Sons Constr. Co.*, 242 So.3d 92, 2018 Miss. LEXIS 202 (Miss. 2018).

§ 11-15-139. Preparation of judgment roll; docketing judgment or decree.

1. On entry of judgment or decree, the clerk shall prepare the judgment roll consisting, to the extent filed, of the following:
 - a. The agreement or provision for arbitration and each written extension of the time within which to make the award;
 - b. The award;
 - c. A copy of the order confirming, modifying or correcting the award; and
 - d. A copy of the judgment or decree.
2. The judgment or decree shall be docketed as if rendered in a civil action.

HISTORY: Laws, 1981, ch. 495, § 20, eff from and after July 1, 1981.

Cross References —

Circuit court dockets, generally, see §§[9-7-171](#) et seq.

§ 11-15-141. Court actions from which appeal may be taken.

1. An appeal from the court may be taken from:
 - a. An order denying the application to compel arbitration made under Section 11-15-105;
 - b. An order granting an application to stay arbitration made under Section 11-15-105;
 - c. An order confirming or denying confirmation of an award;
 - d. An order modifying or correcting an award;
 - e. An order vacating an award without directing a rehearing; or
 - f. A judgment or decree entered pursuant to the provisions of Sections 11-15-101 through 11-15-143.
2. The appeal shall be taken in the manner and to the same extent as from orders or judgments in a civil action.

HISTORY: Laws, 1981, ch. 495, § 21, eff from and after July 1, 1981.

Cross References —

Appeals generally, see § **11-51-3** et seq.

RESEARCH REFERENCES

ALR.

Appealability of judgment confirming or setting aside arbitration award. 7 A.L.R.3d 608.

§ 11-15-143. Inapplicability of other arbitration provisions.

Sections 11-15-1, 11-15-3, 11-15-5, 11-15-7, 11-15-9, 11-15-11, 11-15-13, 11-15-15, 11-15-17, 11-15-19, 11-15-21, 11-15-23, 11-15-25, 11-15-27, 11-15-29, 11-15-31, 11-15-33, 11-15-35 and 11-15-37, Mississippi Code of 1972, which provide for the submission for determination of disputed matter to arbitrators selected by law or agreement, shall not be applicable to those agreements enumerated in Section 11-15-101.

HISTORY: Laws, 1981, ch. 495, § 22, eff from and after July 1, 1981.