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Introduction

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A SYMPOSIUM ON ARBITRATION

INTRODUCTION

Arbitration is a device for settling disputes which steadily grows in importance. To lawyers it is not merely a subject of general interest. It is a tool to be understood and used as the situation and the advantages and limitations of the process warrant—in giving advice and in drafting contracts, in presenting cases before arbitrators, in serving as arbitrators.[1] The four articles in this issue of the Review relate to this common subject.

The first two articles deal with arbitration in particular fields. Current events may lead one to believe that internationally arbitration has nothing to offer us. But this may be due to a lack of understanding of the nature of international arbitration. In the introductory article, Professor Kenneth S. Carlston, an authority in the field, discusses this problem and suggests an important and presently feasible role for arbitration in international affairs.

On the domestic front, the greatest advance in use of the arbitration process, which had its origin mainly in ordinary commercial contracts, has been in connection with collective bargaining agreements. This development has not taken place without giving rise to criticism and questions concerning arbitration as practiced in the labor field. J. Noble Braden, who has had a wide experience in the arbitration of labor disputes, discusses these problems in the second article of the series.

One of the difficulties Mr. Braden finds is "the failure of both parties and arbitrators to inform themselves of the standards and principles of arbitration as laid down by the statutes and court decisions." The Missouri

1 "To what extent do lawyers participate nowadays, as counsel or as arbitrators, in arbitration proceedings? At the meeting of the Association of the Bar of the City of New York, John T. McGovern, Chairman of its Committee on Arbitration, gave the results of considerable research, principally among the case files of the American Arbitration Association. More than 27,000 cases were checked . . . In commercial arbitrations, there was lawyer participation in 80 per cent of

statute is typical of those in a large number of states. It is discussed by David R. Hensley, of the St. Louis Bar, in the article "Arbitration in Missouri."

As the Missouri courts have pointed out in drawing on New York precedents,[2] the legislature originally adopted the New York arbitration act. But while the last material alteration of the Missouri act occurred in 1909, many substantial changes have been made in the New York act since that date. In its amended form, the latter has served as a model for the United States Arbitration Act and for a number of state statutes. Therefore, the discussion of the New York arbitration law in the concluding article by H. H. Nordlinger, who has had a long experience under it, offers a valuable comparison.

Attention is also directed to the Book Review section where Professor Howard reviews one of the recent books on arbitration.

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the cases in 1942 and in 82 per cent in 1946. In labor arbitrations, the parties were represented by counsel in 84 per cent of the cases in 1942, in 91.7 per cent in 1945, and in 91.6 per cent in 1947. In commercial cases in New York, where specialists in the particular trade or business are often chosen as two of the panel, 21 per cent of the arbitrators are lawyers; in labor cases, 61 per cent of the arbitrators are lawyers. Many of the trade and industry arbitration agreements have eliminated their one-time provisions against the representation of parties by counsel." *Editor to Readers,* 34 A.B.A.J. 305 (April, 1948).

2. See *e.g.,* Continental Bank Supply Co. v. International Brotherhood of Bookbinders, 201 S.W. 2d 531, 534 (Mo. App. 1947).