



THE ARBITRATOR

SOCIETY OF MARITIME ARBITRATORS, INC.

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PRESIDENT’S CORNER

By: Jack Warfield, SMA President

Your SMA has been busy since the November issue—

In November I had the opportunity to make an SMA presentation to the Washington State Bar Association’s day-long program, ‘Current Issues in Maritime Law’. There were about 100 participants present and it generated much interest. Those hosting the event could not have been more friendly and interesting. Charlie Anderson was also in attendance and we found the opportunity to break bread (and a bit of wine) with Kevin Beauchamp Smith, Isaak Hurst, John Congalton, and Barbara Holland.

In January we moved our back office operations to Franklin Square on Long Island. This will provide overall efficiency to our activities. I would like to thank Patty Leahy, our Office Manager, for taking this on and executing

all aspects of the move in flawless fashion. We will continue to maintain our One Penn Plaza presence in Manhattan.

Our involvement with ASBA continues to grow. SMA Past President David Martowski was invited to be the guest speaker at the ASBA General Meeting on January 28th. By all accounts his remarks were well presented (as only David can do!) and very well received. Then on February 18th in Houston, we had the opportunity to make our SMA presentation prior to the Annual ASBA Tanker Luncheon, held at the Sam Houston Hotel. I was joined by our Secretary Soren Wolmar whose efforts were instrumental in creating this opening. A sincere thank you to Jeanne Cardona, the Executive Director of ASBA, for her continued support of the SMA.

The SMA’s annual ‘Maritime Arbitration in New York under SMA Rules’ was held this past February 25-26th. This program just keeps getting better. Again, the seminar was chaired by Klaus Mordhorst with Jeffrey Weiss, Esq, Professor of Maritime Law at the New York Maritime College. There was a full house with 19 participants. This was held in the Library of the 3 West Club. Congratulations to all.

As you may recall, last May the New York Maritime Consortium (ASBA, NYMAR, New York area MLA, and the SMA) held a mock arbitration ‘performance’ at the Scandinavia House before an audience of about 175. Following the very positive reviews, we decided to take the show on the road. On March 23rd, in conjunction with CMA Shipping 2016 a portion of the video was presented providing the background for the mock arbitration to come. Keith Heard of Burke & Parsons provided continuity and texture to highlight key aspects of what the audience was seeing and also polled them regarding various decision points. The second half of the program was the mock arbitration with the panel made up of SMA members Robert Shaw, Bengt Nergaard, and Charles Anderson. The opposing attorneys were Don Murnane of Freehill, Hogan, Mahar and Leo Kailas of Reitler Kailas & Rosenblatt who reprised their outstanding performance from last May. Well done by all

including the Diligent Voyager C/O Otto Spectin (a.k.a. Tom Fox), whose parole is pending!

CMI 2016 New York, co-hosted by the Maritime Law Association of the USA will be here May 3rd thru May 6th. There will be many presentations, meetings, social gatherings, and much time for networking. The event website is www.cmi2016newyork.org The SMA is pleased to be a Supporting Sponsor.

We had an excellent series of luncheon speakers. Thank you to all the speakers and special thanks to Molly McCafferty for organizing and arranging.

The annual meeting is on May 10 for members only. I look forward to seeing the members there. Enjoy the summer and see you in September!

AMENDMENTS TO SMA ARBITRATION RULES

By: Lucienne Carasso Bulow, SMA Past President and Member, Chair – By-Laws and Rules Committee

The SMA Arbitration Rules have been amended as of February 12, 2016. The main change concerns Section 7 which now provides for the nationwide service of subpoenas.

In the August 2014 issue of *The Arbitrator*, Jay Paré of McLaughlin & Stern reported that Rule 45 of the Federal Rules of Civil Procedure (“FRCP”) had been amended in

December 2013 to allow for nationwide service of process of subpoenas. Until then, in order for a subpoena to have the power of enforcement it had to be issued “from the court for the district where the deposition is to be taken” and the party who was served had to either be inside the district lines or within 100 miles of them. In *Dynergy Midstream Services LP v. Trammochem*, 451 F.3d 89 (2d Cir. 2006), the U.S. Court of Appeals for the Second Circuit ruled that subpoenas to non-party witnesses are not valid if the witness does not reside or work within 100 miles of where the Panel sits. In this case, the Second Circuit court reversed a decision by the Southern District of New York which had enforced a subpoena served on a third party in Houston, Texas.

Some cases necessitate the hearing of a non-party witness such as a surveyor or a vessel’s agent, but because of the geographical restrictions imposed by *Dynergy*, arbitrators have often found that their subpoenas are unenforceable and are, therefore, ignored. According to the amended FRCP Rule 45, a subpoena must now be issued “from the court where the action is pending” and it may be served “at any place within the United States.” But the subpoena may still only command a person to attend a hearing or deposition within 100 miles of where that person resides, is employed or regularly transacts business in person or within the state where the person resides, is employed or regularly transacts business. Enforcement for contempt of the subpoena has to be effected in the “court for the district where compliance is required.”

The above means that a court in New York could now issue a subpoena for a witness to appear within 100 miles of where he/she resides, is employed, or regularly transacts business, within the United States. Section 7 of the Federal Arbitration Act (9 U.S. Code §7) provides that the arbitrators, or a majority of them may issue summons in the same manner as subpoenas to appear and testify before the court.

In order to take advantage of these changes and its continuing efforts to make SMA arbitration as efficient and responsive as possible, the SMA By-Laws and Rules Committee has proposed (and the Board approved) amendments to our Arbitration Rules which now include provisions by which a Panel would be able to schedule a hearing outside of New York in order to effectively subpoena a witness and/or documents. The new Section 7 of SMA Rules now provides:

Unless otherwise provided in the arbitration clause, arbitration hearings are to be held in the City of New York at a location chosen by the

THE ARBITRATOR

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THE ARBITRATOR (ISSN# 1946-1208) is issued 3 times a year; published by The Society of Maritime Arbitrators, Inc., One Penn Plaza, 36th Floor, New York, NY 10119. The publication is posted on our website and the subscription is free. To join our mailing list please register your email address at <http://www.smany.org>.

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Panel, in consultation with the parties. However, the Panel may convene one or more hearings at another location to view physical evidence or to receive testimony and/or documents from any non-party witness. The Panel may, pursuant to Section 23, issue a subpoena to compel such person to appear and/or produce documents at such alternate hearing location. The Panel shall be deemed to remain seated at any such other location to compel compliance with such a subpoena in the appropriate local court. The parties shall be given sufficient notice to enable them to appear or be represented at the proceedings.

The other main change concerns Section 21 of the Rules. It now allows more time for the Respondent to submit its pre-hearing statement of defense.

MASTERING DISPUTE RESOLUTION CLAUSES – THREE TIPS FOR BETTER ENFORCEMENT OF ARBITRAL AWARDS

**By: Steven K. Davidson and Michael J. Baratz,
Steptoe & Johnson LLP, Washington**

Here are three practical tips to improve your dispute resolution provision should you need to enforce an arbitral award.

Consent to Personal Jurisdiction and Select a Forum for Enforcing an Award

Parties often include forum selection clauses, as well as explicit consent to personal jurisdiction, when they opt *not* to arbitrate. Yet, when parties select arbitration, they focus exclusively on the arbitration (rules, location, procedures, *etc.*) but often neglect to consider enforcing an award—typically failing to select a forum for converting the award into a judgment.

This omission can present real issues as some courts have required award-creditors to establish personal jurisdiction over the award-debtor to enforce the award. *See, e.g., Frontera Res. Azer. Corp. v. State Oil Co. of Azerbaijan*, 582 F.3d 393 (2d Cir. 2009); *First Inv. Corp. of the Marshall Islands v. Fujian Mawei Shipbuilding, Ltd.*, 703 F.3d 742 (5th Cir. 2012). Other courts have entertained *forum non conveniens* challenges. *See, e.g., Monegasque*

Du Reassurances v. Nak Nafogaz of Ukraine, 311 F.3d 488 (2d Cir. 2002). Regardless of your view of these decisions, parties can control this issue through proactive drafting of dispute resolution clauses.

We suggest including provisions in your agreements that both consent to personal jurisdiction for enforcement of an arbitral award and select forums in which enforcement can proceed. There can be particular issues that arise in various jurisdictions and so you should consult with counsel before adopting boilerplate language. Such consent could materially streamline enforcement and eliminate procedural hurdles.

Appoint Domestic Agents for Service of Process on Foreign Individuals or Entities

Converting a commercial arbitral award into a judgment often requires commencing a plenary action—including service of process. More and more disputes involve international arbitration and when an award-debtor is “not within any judicial district of the United States,” service of process can be arduous. Whether through the Hague Convention on Service, letters rogatory, pursuant to a foreign country’s law, or other means, the process is fraught with peril and delay. These issues can become even more pronounced if the award-debtor is a foreign sovereign or an agent or instrumentality of a foreign sovereign. Here too, proactive drafting can streamline the process.

For private individuals or corporate entities in a foreign country, we recommend that dispute resolution provisions appoint an agent within the United States to accept service on behalf of the foreign award-debtor for purposes of enforcing an award. “[P]arties to a contract may agree in advance to the jurisdiction of a given court, to permit notice to be served by the opposing party, or even to waive notice altogether.” *National Equipment Rental, Ltd. v. Szukhent*, 375 U.S. 311, 315 (1964). The United States Court of Appeals for the Second Circuit found proper service of process where the dispute resolution provision specifically allowed service by mail on a party’s representative. *Doctor’s Associates, Inc. v. Distajo*, 107 F.3d 126, 136 (2d Cir. 1997). We recommend appointing the agent within the United States so that you will be able to serve process efficiently without resort to foreign methods—we have noted that issues can arise if a foreign agent is selected but that foreign country does not permit service in that way.

When it comes to serving process on foreign sovereigns and their agents and instrumentalities, the Foreign

Sovereign Immunities Act (“FSIA”) expressly authorizes parties to enter into a private arrangement. 28 U.S.C. § 1608, governs service of process on a foreign sovereign or its agents and instrumentalities and provides that service of process may be accomplished “in accordance with any special arrangement for service” between plaintiff and the foreign state and its agents or instrumentalities. *Id.* Successfully serving a foreign government can be difficult; a contractual provision provides a pragmatic approach.

Setting Post-Judgment Interest Rate in Dispute Resolution Provision

Given today’s low interest rate environment, many post-judgment interest rates are below one percent. Indeed, the federal post-judgment interest rate, as of this writing, is 0.33%. Even if the arbitral panel sets a higher post-award interest rate, some courts hold that the Federal Arbitration Act (FAA) requires application of the post-judgment statutory rate after an arbitral award is converted to a judgment. *See Westinghouse Credit Corp. v. D’Urso*, 371 F.3d 96, 100 (2d Cir. 2004); *Tricon Energy Ltd. v. Vinmar Int’l, Ltd.*, 718 F.3d 448, 457 n.14 (5th Cir. 2013); *Fid. Fed. Bank, FSB v. Durga Ma Corp.*, 387 F.3d 1021, 1024 (9th Cir. 2004); *Parsons & Whittemore Ala. Mach. & Servs. Corp.*, 744 F.2d 1482, 1484 (11th Cir. 1984). (It should be noted, however, that ICSID awards are treated differently since the recognition of such awards is governed by separate treaty and statute in the US).

But these same courts also hold that private parties have “the ability . . . to set their own rates through contract.” *Westinghouse Credit Corp.*, 371 F.3d at 101; *Cent. States, Southeast & Southwest Areas Pension Fund v. Bomar Nat’l, Inc.*, 253 F.3d 1011, 1020 (7th Cir. 2001) (“It is well established that parties can agree to an interest rate other than the standard one contained in 28 U.S.C. § 1961.”); *ITT Diversified Credit Corp. v. Lift & Equip. Serv., Inc.*, 816 F.2d 1013, 1018 (5th Cir. 1987) (“While 28 U.S.C. § 1961 provides a standard rate of post-judgment interest, the parties are free to stipulate a different rate, consistent with state usury and other applicable laws.”).

While enforcing an arbitral award, or a judgment, can take time, parties would be wise to mitigate some of the delay by expressly setting by contract the post-judgment interest rate to apply to a judgment confirming an arbitral award.

[EDITORS’ NOTE: A version of this article appeared on February 9, 2016, on the Steptoe & Johnson website,

<http://www.steptoe.com/publications-11048.html>, and is reprinted here with permission.]

CIRCUIT COURT TAKES AWAY ATTORNEYS’ FEES

By: Michael J. Ryan: Of Counsel, Hill, Betts & Nash LLP, New York

The United States Court of Appeals for the Second Circuit recently reversed a decision of the District Court which had awarded attorneys’ fees incurred with respect to opposition to a motion to vacate an Arbitration Award and in seeking to confirm it.

In *Zurich American Ins. Co., v. Team Tankers S.A.*, 2016 U.S. App. LEXIS 1390, the Circuit Court affirmed that portion of the decision by the District Court which confirmed an Arbitration Award in favor of the Owner (2-1), rejecting Charterer’s arguments that the panel majority was guilty of manifest disregard and that the award should be vacated for misconduct pursuant to Section 10 of the FAA. [The Arbitration Award also included an award of attorneys’ fees by the Arbitration Panel pursuant to Clause 24 of the Asbatankvoy Form.]

The District Court had also awarded attorneys’ fees incurred by the Owner in the matters before it, referring to several decisions where attorneys’ fees had been granted pursuant to Clause 23 of the Asbatankvoy Form.

Clause 23 provides: “BREACH: Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.”

The Circuit Court decision makes no reference to those cases mentioned by the District Court but states:

“By its term, this provision authorizes a fee award against a party that breaches the charter agreement, as part of the non-breaching party’s damages. There was no finding below, nor indeed any suggestion, that the petitioner shipper breached the charter agreement.”

The Circuit Court initially referred to the “bedrock principle known as the American Rule: Each litigant pays its own attorney’s fees, win or lose, unless a statute or contract provides otherwise” (citation omitted). The Court noted the District Court had determined that the “American Rule” was displaced by contract, referring to Clause 23 of the Charter Party. The Circuit Court disagreed, taking

a literal approach to the clause: as there was no breach, there could be no award of attorneys' fees by the Court.

Owner argued that the Charterer agreed to be bound by the Arbitration Award and breached that understanding by resisting entry of judgement on the Award. The Circuit Court was not convinced. It stated that consenting to confirmation in any court of competent jurisdiction, the parties agreed that a federal court would have authority to confirm under the standards provided in the Federal Arbitration Act ("FAA"). Thus, making arguments permitted by the FAA did not constitute a breach of the contract.

Even if the contract obligated the Charterer to forbear from resisting confirmation, it would then be unenforceable; as, read that way, the contract would authorize a federal court to confirm while effectively preventing that court from ensuring the award complied with the FAA.

The Owner further argued that the award of attorneys' fees by the District Court could be sustained by 28 U.S.C. Section 1927 which allows a court to assess "costs, expenses, and attorneys' fees" against any attorney "who so multiplies the proceedings in any case unreasonably and vexatiously". The Court noted an award under that section would be proper only "when there in a finding of conduct constituting or akin to bad faith", but the Court found nothing in the record to support such an award.

The Circuit Court decision sets up what appears to be a somewhat incongruous result; the Owner prevailed and successfully obtained attorneys' fees in the Arbitration Award, but was denied attorneys' fees for opposing the motion to vacate and moving to confirm the Award.

Clause 23 has been dealt with in *Voyage Charters*, chapter 81, (4th ed. 2014). It is described as "doubtless aimed primarily at U.S. proceedings" (going on to note the difference between English law and jurisdiction and the "American Rule"): "Under English law, clauses of this nature are unusual, since the court or arbitral tribunal has jurisdiction to make such order for payment of the costs of the proceedings as, in the exercise of its discretion, it thinks fit. The discretion is usually exercised by ordering that the unsuccessful party shall pay the costs of the successful party on the "standard basis"..." (Section 81.3, *Voyage Charters*, *supra*)

On the other hand, the "American Rule" has each party bearing its own attorneys' fees unless otherwise provided by statute, contract or where "bad faith" is involved.

At the same time, in Section 81.5, the authors, referring to Clause 23, state: "Finally, it should be noted that the clause applies only in the event of a breach and, by implication, to damages and costs incurred as a result of the breach by the party alleging it; thus, it has no application to the case where the party successfully defends a claim alleging a breach" (emphasis supplied).

Clause 24 of the Charter Party Form empowers an arbitration panel to award reasonable attorney's fees to the successful party. Thus, literally read, a successful party can recover attorneys' fees from arbitrators in defending against an allegation of breach (Clause 24), but will not recover attorneys' fees pursuant to Clause 23 in continuing to oppose such allegation successfully in later Court proceedings.

If, as indicated by the authors in *Voyage Charters*, *supra*, the basic intent of Clause 23 was to put U.S. proceedings on a similar plane as English proceedings, i.e., recovery of attorney's fees by the prevailing party, Clause 23, if literally read (as by the Circuit Court and in Section 81.5 of *Voyage Charters*), raises the question of whether it completely fulfills such intent.

The first part of Clause 23 simply states a truism: "Damages for breach of this Charter shall include all provable damages". The clause then goes on to add "... and all costs of suit and attorney fees incurred in any action hereunder". It is this addition with respect to attorney fees in "any action" that has served as the basis for awarding attorneys' fees in court proceedings to a successful party where an arbitration award granted damages by way of recovery for breach of the charter party.

The Second Circuit in *Zurich*, *supra* emphasized the aspect of breach as a precondition for recovering attorneys' fees'. Simply stated, if you succeed in opposing a claim for alleged breach, you may get attorney's fees from arbitrators pursuant to Clause 24; however, Clause 23 will not cover attorney's fees in subsequent Court proceedings if the decision that there was no breach of the Charter Party is maintained.

It has been held that Clause 23 applies to actions at law, while Clause 24 concerns itself with arbitration (*Voyage Charters*, Section 81A.1). It is submitted that the two sections should be complimentary with respect to costs and attorney's fees, however, the wording used potentially offers some issues.

Clause 24 speaks in terms of discretion ("Awards made in pursuance to this clause may include costs, including

a reasonable allowance for attorney's fees...") (emphasis supplied); while Clause 23 speaks to damages as "...shall include...all costs of suit and attorney fees..." (emphasis supplied).

Clause 24 refers to an allowance for attorneys' fees as "reasonable"; while Clause 23 refers to "...all costs of suit and attorney fees...".

Clause 23 further uses the mandatory "shall" to include all costs of suit and attorney fees. Could it then be argued that a request for attorneys' fees before a court includes costs and attorneys' fees as incurred, as opposed to consideration of the reasonableness of such under the circumstances of the case?

While such argument might be advanced (or the basis of a literal reading of the Clause), it is questionable whether a Court would consider itself precluded from considering the reasonableness aspect under certain particular circumstances presented to it.

As to Clause 23, the Circuit Court in *Zurich, supra*, acknowledges that the American Rule may be displaced by contract provision which provides otherwise. Nonetheless, it found Clause 23 did not do the job in the case before it.

If the parties wish to avoid the "American Rule" they may do so. Given this, it would seem the simplest remedial response would be for the parties, in negotiations prior to execution of the Charter Party, deal with any provisions concerning costs, expenses and attorneys' fees using specific language, spelling out that the prevailing party may be entitled to recover reasonable costs, expenses and attorneys' fees, incurred both in any proceedings before arbitrators and in any court proceedings arising under the Charter Party.

FEES FOR IN-HOUSE COUNSEL AS PART OF THE COSTS OF ARBITRATION

**By: Dr. Markus Altenkirch and Jan Frohloff,
Baker & McKenzie, Frankfurt, Germany**

The question is worth asking because a party's in-house counsel may spend considerable time and effort on the arbitration, e.g. by instructing its (external) legal representatives, assisting them with regard to factual issues, attending hearings and keeping the management of the company informed.[2] Nevertheless, some tribunals seem

to be reluctant to accept costs for in-house counsel as part of the costs of the arbitration.[3] The ICC Report notes that there were "differing views" on whether or not the costs for in-house counsel were reimbursable. Unfortunately, the Report did not provide statistical data from which one could derive a trend towards either position.[4]

The arguments usually brought forward against recoverability are that costs for in-house counsel are part of the normal costs for running a business enterprise and that they would have arisen anyway, since the company had its own internal legal department installed permanently.[5] Another argument given by an ICC tribunal was: "*where a party obtains legal assistance from external legal counsel, the internal case management should normally not exceed expenditures of time that would have to be considered as being beyond the ordinary course of business of an in-house legal department.*"

On the other hand, there are also valid arguments militating for the recoverability of in-house counsel fees:

Firstly, companies only have to establish their own legal department because of potential arbitrations and litigations. In-house counsel are a crucial link between an external counsel and the company that is a party to the arbitration because they can most efficiently provide external legal representatives with the input required from the client.[6] Without arbitrations, a company would not need to hire and pay for an in-house counsel.

Secondly, the ICC Report notes that time spent by company staff on the arbitration cannot be used for usual business activities and thus qualifies as a cost: "*The claimant's argument that the employees would have been paid (i.e. received their salaries) anyway, irrespective of the existence of the arbitration, failed. The tribunal held that the respondent could have put the employees to work on other projects had they not been required to work on the arbitration.*"[7]

Finally, deeming in-house counsel costs unrecoverable could unjustifiably disadvantage a party which relied on its internal legal department more than on external legal representatives.[8] An in-house counsel will have lower rates per hour than an external legal counsel, i.e. a party which is putting more workload on its own legal staff might actually reduce the costs of the arbitration.[9] If in-house counsel fees were not recoverable, this could create an incentive to use expensive external legal counsel to a larger extent.

Guidelines for Arbitral Tribunals

How should arbitrators and parties deal with the question of the recoverability of in-house legal fees in order to avoid surprises and misunderstandings at the cost stage of the arbitration:

(i) The ICC Report suggests that tribunals should discuss all potentially recoverable cost items, including in-house counsel fees, with the parties at the beginning of the proceedings.[10] That way, tribunals can avoid two problems: firstly, that the parties omit to record the hours spent by their in-house counsel in an appropriate manner; secondly, that disputes arise over the general recoverability of in-house-counsel fees at the end of the proceedings.[11]

(ii) If the tribunal did not make recoverable cost items part of the terms of reference, it should specify at the latest at the close of the evidentiary phase, what proof a party needs to show in order to substantiate costs for an in-house counsel.

Guidelines for the Parties to the Arbitration

(i) Parties to an arbitration are advised to keep a record of the in-house counsel's hours. They are especially advised to do so because in-house counsel usually do not bill their work internally and thus, do not keep a record of the hours specifically spent on an arbitration case. This may prove costly if the tribunal decides that the costs for the in-house counsel were not sufficiently substantiated.

(ii) If the tribunal itself shows no initiative to include recoverable cost items, such as in-house counsel fees, into the terms of reference, the party intending to recover these costs should push for them to be included.

[1] We have outlined that most tribunals start their decision on costs with the rebuttable presumption that the unsuccessful party has to pay for the arbitration (so-called "costs follow the event") [here]. We also provided guidelines as to how tribunals may move on from the allocation of costs based on the "costs follow the event" principle and take other factors into account, as well. Tribunals may, for example, factor in if an overall successful party was unsuccessful with one of its claims [here] or if a party has rejected a settlement offer by the other party [here]; ICC Commission Report "Decisions on Costs in International Arbitration", 2015, para. 13.

[2] Cf. *Bühler*, ASA Bulletin 2004, 249 (274).

[3] *Bühler*, ASA Bulletin 2004, 249 (274).

[4] See ICC Commission Report "Decisions on Costs in International Arbitration", 2015, p. 27.

[5] Cf. ICC Commission Report "Decisions on Costs in International Arbitration", 2015, p. 27.

[6] See *Risse/Altenkirch*, German Arbitration Journal ("SchiedsVZ") 2012, 5 (12) (in German).

[7] ICC Commission Report "Decisions on Costs in International Arbitration", 2015, p- 29 and para. 72.

[8] *Bühler*, ASA Bulletin 2004, 249 (275).

[9] *Risse/Altenkirch*, German Arbitration Journal ("SchiedsVZ") 2012, 5 (12) (in German).

[10] ICC Commission Report "Decisions on Costs in International Arbitration", 2015, paras. 32 (i), 75.

[11] See *Risse/Altenkirch*, German Arbitration Journal ("SchiedsVZ") 2012, 5 (13) (in German).

[EDITORS' NOTE: A version of this article appeared on March 15, 2016, on the Baker & McKenzie website, <http://globalarbitrationnews.com/recoverability-house-counsel-fees-international-arbitration>, and is reprinted here with permission.]

EDITORS' NOTES

Friends and Supporters

The Friends and Supporters program continues to grow. A committee consisting of Charles Anderson (Chair), Dick Corwin, and LeRoy Lambert is now in charge of the program.

Financial support has been provided for presentations to the FD&D managers of the P&I clubs in London, to the Washington State Bar Association in Seattle, and the ASBA Tanker Luncheon in Houston. Also, the SMA was a co-sponsor of CMA 2016 in Stamford in March and the CMI/MLA Conference in New York in May.

Most recently, the SMA has agreed to use F&S funds to support a reception at Posidonia, along with NYMAR, the Hellenic American Chamber of Commerce, and other sponsors. The reception is scheduled for Wednesday, June 8, 6:30PM-9:30PM, at Kyla Shipping: 348 Syngrou Ave., Building B, 17674 Kallithea.

The SMA is grateful for the support received and looks forward to adding to the list. These tax-deductible contributions are placed into a dedicated account, the control of which will be with the president of the SMA (or any other designated member of the Board of Governors) and a member of the Friends and Supporters

group. Corporate membership is \$1250 and individual membership is \$300. Please send your check to the SMA office, with the notation “Friends and Supporters.”

CMI/MLA in New York

New York welcomes lawyers and others from around the world for the 2016 meeting of the Comité Maritime International in conjunction with the MLA. The full program can be viewed at <http://www.cmi2016newyork.org>.

Off-Hire: A Study

John Weale of Fednav in Montreal has written and Steamship Mutual has published, “Off-Hire: A Study”—<https://www.steamshipmutual.com/publications/offhirejohnweale.htm>.

Sir Bernard Rix, recently retired as Lord Justice of the Court of Appeals writes in the Foreword: “It is an even greater strength that the book is written from the point of view of a participant in the industry rather than as a lawyer on the outside of it.” Copies are available from the Managers of Steamship Mutual on request. No doubt it will become a well-used resource for arbitrators for years to come.

SMA New Members

In addition to building support from non-member Friends and Supporters, the SMA membership continues to grow. New members in 2016 include:

Richard A. (“Dick”) Corwin
 Richard J. Decker
 Matthew Doherty
 David Gilmartin
 Captain Rajnikant (“Raj”) Jadhav
 LeRoy Lambert
 Robert A. Milana
 Michael Monahan
 Jon Wing
 David Young

Biographies of the new members (and all members!) are on the SMA website, www.smany.org/memberRoster.html. Welcome to all!

Thanks!

Thanks to those who responded to our call for articles of interest, and a special thanks this issue to Tony Siciliano who referred us to several. *The Arbitrator* has a long history of providing timely and relevant articles and information to the maritime arbitration community in New York and around the world. We need your continued support! If you have articles and ideas to contribute to future editions, please let us know. Also, we welcome your feedback on each and every issue. Please do not hesitate to contact us, leroy.lambert@ctplc.com or rshaw@mystrasventures.com. Thank you.

THE ARBITRATOR

Robert G. Shaw, Co-Editor
rshaw@mystrasventures.com

LeRoy Lambert, Co-Editor
leroy.lambert@ctplc.com

Society of Maritime Arbitrators, Inc.
 One Penn Plaza, 36th Floor
 New York, NY 10119
 (212) 344-2400 • Fax: (212) 344-2402

E-mail: info@smany.org
 Website: <http://www.smany.org>