ALTERNATIVE DISPUTE RESOLUTION

PRESENTED BY:

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INTRODUCTION

Concern over cost and delays in litigation procedures together with increasing globalization have led to more flexible means of resolving disputes which provide

alternatives to court-based litigation governed by the law and procedure of a particular state or country[1].

Disputes are generally an inevitable part of human interaction; they may be domestic, international, civil, commercial or economic in nature. Litigation has been the traditional method of resolving disputes, which may arise as a result of default (sometimes unintended) by a party.

Overtime, the process of litigation has become more and more time consuming, expensive and cumbersome and increase in the number of cases in courts have led to congestion and delay in their resolution.

Some Disputes are sensitive and confidential in nature and disputants may prefer settlement in private to one in public glare of court. In addition, the complexity of court litigation tends often times towards increase in costs which disputants are naturally anxious to reduce. On the other hand, there may be claims involving small sums, which may not be worth the cost of litigation. All these have led to the development of alternative methods of resolving disputes[3].

The commonest methods – inter- alia- are by Negotiation, Mediation, Conciliation, Arbitration and Litigation.

1 International Arbitration and Disputes Resolution Directory 1997. "A Summary of Dispute Resolution Options". By Paul Mitchard. P.3.

2 Arbitration as a means of disputes Resolution (A paper presented at a seminar) by Honourable Dr. Olakunle Orojo CON, OFR, FCI Arb. Lagos P 1 – 1. See also N. L. Craig at p.239.

3 Supra by Honourable Dr. Olakunle Orojo CON, OFR, FCI Arb. Lagos P 1 – 1.

B. ALTERNATIVE DISPUTE RESOLUTION (ADR) & THE GROWTH OF ADR TECHNIQUES

The term "Alternative Dispute Resolution" (ADR), is used generally to describe the methods and procedures used in resolving disputes either as alternatives to the traditional dispute

resolution mechanism of the court or in some cases supplementary to such mechanisms.

ADR arose largely (as stated earlier) because the litigation process was and still is, unduly expensive- in the long-run and especially prolonged as a result of judicial technicalities embedded in that method of dispute resolution[6].

Apart from the fact that businessmen and women now prefer private resolution of their disputes to exposure to the machinery available in the glare of the regular courts, there is the advantage that settlement through ADR avoids what can be best described as brinkmanship and acrimony, which often times arise in litigation. It reduces hostility and antagonism; but most importantly, ADR saves business relationships and encourages a continued cordiality between the parties. These are made largely possible because the procedure provides greater room for compromise than litigation.

METHODS OF DISPUTE SETTLEMENT

In modern times, litigation which has hitherto been the principal method of resolving commercial disputes is now being complemented by other methods of dispute resolution. Owing to the exigencies of commercial transactions, many countries in the world now apply alternative methods of dispute resolution.

In the United States for example, Professor Frank Sander, a Professor of Law at Harvard University, developed the concept of multi-door Courthouses[5] - a bundle of alternative systems of resolution of disputes which parties can avail themselves of.This has been replicated in Nigeria by the establishment of the Lagos Multi-door Court House

Similarly, in the United Kingdom, a major change has come about as a consequence of Lord Woolf’s reforms. Since April 26 1999, a common procedure exists in the English High Courts and the County Courts wherein cases are divided into three tracks, each with its own procedural and cost characteristics[6].

The reform embraces fully, the doctrine of case management now adopted in many Common Law Jurisdictions as the core measure of the reform.

Lord Woolf has encouraged the use of ADR as part of his reforms. Judges now have the power to enquire what steps the parties have taken or intend to take towards negotiating a settlement and judges can make orders of various kinds including adjournment to enable negotiations take place, either directly or by involving a third party[7]

For the first time in Nigeria, Arbitration and other forms of Alternative Dispute Resolution (ADR) is given constitutional backing as a means of settlement of disputes. Specifically, Section 19(d) of the Constitution of the Federal Republic of Nigeria (CFRN)1999, provides for the settlement of disputes by Arbitration, Mediation, Conciliation, Negotiation and Adjudication.

This is in recognition of the crucial role Arbitration and other forms of ADR now play in the resolution of various types of disputes. The constitutional status accorded Arbitration and other forms of ADR for the settlement of disputes[8] is a complementary role to the judicial powers conferred on the Courts by the Constitution[9]

ADR may be conveniently categorized into two groups for the purpose of this lecture namely: **the non-binding ADR and the binding ADR.**

The non-binding ADR, inter-alia, includes negotiation, mediation or conciliation and neutral evaluation. These methods are mainly consensual and reconciliatory.

Binding ADR includes arbitration and other adjudicatory ADR methods. It can be said that the use of arbitration has been long established in Africa even though it is right to admit that it has not obtained its optimum usage within the continent and especially in Nigeria. The same applies to other binding ADR methods like Mini-trial, Expert Determination of issues and mediation-arbitration, otherwise known as Med-Arb.

I shall now discuss the various ADR methods I have mentioned above.

NEGOTIATION

Negotiation is a process in which two or more parties hold discussions in an attempt to develop agreement on matters of mutual concern. This process of communication which involves the give and take of ideas and mulling over options in an endeavour to find common ground forms the basis of every non-adjudicative dispute resolution procedure[7].

Negotiation is an indispensable step in any ADR process as it is consensual to all ADR activities. It is believed to be the most satisfactory method of dispute settlement. It involves the discussions or dealings in a matter with the intention to reconcile differences and

establish areas of agreement, settlement or compromise that would

[7]Supra by Paul Mitchard p.15.

be mutually beneficial to the parties. Usually, negotiation consists of a "quid pro quo" of sorts which is the giving up of something in other to get something else in return[8].

FACILITATION

When a neutral party enters discussions to help the parties work towards consensus, the process is described as - "facilitated negotiation" or "facilitation". The "facilitator" does not concentrate on the substance of the issues for discussion. Rather, he or she assists the parties to focus on the salient issues to improve their chances of reaching an agreement[9].

CONCILIATION / MEDIATION

Conciliation is a method of settling disputes by consensus rather than by adjudication. The Arbitration and conciliation Act **(CAP 19- LFN 1990**) provides for the right to settle disputes by conciliation. Part II of the Act i.e. Section 37 to 42 and 55 stipulate detailed provisions for

conciliation. Section 37 provides that the parties to any agreement may seek amicable settlement of any dispute in relation to the agreement by conciliation under the provisions of the Act. In addition, Section 55 provides that parties to an international commercial agreement may agree in writing that a dispute in relation to the agreement shall be settled by conciliation under the Conciliation Rules set out in the Third Schedule to the Act[10].

In Nigeria, conciliation and mediation are used interchangeably even for the purpose of the Arbitration and Conciliation Decree No.11 of 1988 (now Cap 19 of the LFN 1990). There is therefore no clear-cut demarcation between conciliation and mediation in Nigeria.The Conciliation Rules provided in the Act,are the UNCITRAL conciliation Rules and these form part of the conciliation Rules of

8 Supra by J. O. Orojo and M. A. Ojomo p.7.

9 Supra “A Summary of dispute Resolution Options” by Paul Mitchard p.15.

10 Cap 13 – Laws of the Federation of Nigeria, 1990.

the Regional Centre for International Commercial Arbitration – Lagos(RCICAL)- a major institutional provider of Arbitration, Conciliation and other ADR services in Nigeria and sub-Saharan Africa.

MINI-TRIAL

The mini-trial is a form of evaluative mediation, which is a non-binding ADR process; it assists the parties to a dispute to gain a better understanding of the issues in dispute, and so enables them to enter into settlement negotiation on a more informal basis[11].

The mini-trial procedure is recently developed. It is intended to facilitate the exchange of information among parties and provide the necessary basis for the parties to fashion a settlement. It resembles a trial, in that a Lawyer for each party presents the party’s case. The presentations are short, typically for about four hours duration and are heard not by a judge but by representatives of each of the parties who have authority to enter into a settlement.

In many cases, a neutral third party is engaged to preside and assist the parties in reaching agreement. Following the presentations, the party representatives meet (with or without the neutral) to negotiate a settlement. At the discretion of the parties, the neutral can offer an advisory opinion to facilitate discussions.

There are no rules governing the conduct of mini-trials. Typically, procedures are agreed upon by the parties in writing, prior to initiation of the process[12].

A mini-trial provides a means for exchanging information necessary to the development of a settlement. It allows opportunity for advocacy while keeping the dispute narrow and eliminating many of the

11 Supra by J. O. Orojo and M. A. Ojomo p.10.

12 ALI-ABA Course on Alternative Dispute Resolution Techniques (Incorporating ADR in your Law Practice) by Marguerite Millhauser p.6.

legislative and collateral issues that arise in litigation. It is the responsibility of the representatives designated by the parties to resolve the dispute. Even where no settlement is reached, the information and perspective gained through the procedure, typically, are beneficial and result in expediting resolutions of the matter at trials or other more formal proceedings.

A mini-trial is often meaningfully employed after negotiation has broken down, mediation has been tried or rejected and the parties already have a considerable investment in pending litigation, but are willing to try a structured but none binding way to expedite a settlement.

If the case is already in litigation when they decide to attempt a mini-trial, they may consider seeking a stay of the action; then, they must draw up a mini-trial agreement. The agreement should be dispute – specific[13].

Mediation-Arbitration

Mediation-Arbitration is a two-step dispute resolution process involving both mediation and arbitration. In Mediation-Arbitration, parties try to resolve their differences through mediation, where mediation fails to resolve some or all the areas of dispute, the remaining issues are automatically submitted to binding arbitration.

In its traditional form, mediation-arbitration uses a neutral who must be skilled in both procedures, in other to guide parties through the mediation phase and to preside over the arbitration and render a final, binding decision. The final result in a mediation-arbitration combines any agreement reached in the mediation phase with the award in the arbitral phase[14].

13 Supra by Paul Mitchard p.16.

14 Henry J. Brown and Arthur L. Marriot, ADR Principles and Practices, 1993, p,275.

In Mediation-Arbitration process, the decision to go to arbitration if mediation is unsuccessful is one to which the parties commit themselves in advance before the process commences.

Expert Determination (E.D.)

Expert Determination is a voluntary process in which a neutral third party, who is usually an expert in the field in which the dispute arises, gives a binding determination on the issues in dispute. A dispute may be referred to Expert Determination either by means of a term in a pre-existing agreement or on an ad hoc basis. It is quick, inexpensive and private method of resolving disputes. Unlike an arbitrator, an expert has no obligation to act judicially, although he must act fairly. The decision of an expert is, generally, only challengeable on very limited grounds.

This method of ADR has only begun to grow in this part of the world but is very common in Europe and some commonwealth jurisdictions. It is particularly well established in the construction industry, particularly in the form known as "adjudication[15]"

Arbitration

Although, Arbitration has been part of our traditional dispute resolution method in Nigeria, the first statute on Arbitration in Nigeria was the Arbitration Ordinance, 1914 that later became Chapter 13 of the Revised laws of Nigeria, 1958.

With the growing importance of arbitration in the country and as a result of increase in the volume of commercial transactions, the inadequacies of the existing statute became apparent. In order therefore to provide for a more standardized and an all encompassing

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15 Martindale – Hubbell – International Arbitration and Dispute Resolution Directory 1997 "A Summary of Dispute Resolution Options" by Paul Mitchard, head of Litigation, Simmons & Simmons p.10.

Arbitration law in Nigeria, the Arbitration and Conciliation Decree 11 of 1988 was promulgated and is the subsisting law on Arbitration to date. It has been incorporated as Cap 19- Laws of the Federation of Nigeria 1990.

The Act provides for both domestic and international commercial arbitration and applies only to disputes arising from commercial transactions. It is based on the model Law of Arbitration and incorporates the UNCITRAL Arbitration Rules of 1976 as the first schedule to the Act[16].

Arbitration is an agreement by the parties that tribunals of their choice settle a dispute arising between them. "The modern arbitral process has lost its earlier simplicity and so has become more complex, more legalistic and more institutionalized. Yet, in its essentials, it has not changed. There is still the original element of two or more parties faced with a dispute, which they cannot resolve by themselves, agreeing that some private individuals would resolve it for them[17].

Where two or more persons agree that a dispute or potential dispute between them shall be decided in a legally binding way by one or more impartial persons of their choice, in a judicial manner, the agreement is called an ***arbitration agreement*** or a ***submission to arbitration*** and when after a dispute has arisen, it is put before such person or persons for decision, the procedure is called an ***arbitration*** and the decision made is an ***award***[18].

From all indications, it would seem that the two most favoured and regulated ADR techniques and mechanisms in Nigeria are Arbitration and conciliation.

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16 Law and Practice of International Commercial Arbitration by Redfern and Hunter.

17 Handbook on Arbitration Practice by Bernstein p.9.

The statute governing arbitration in Nigeria has earlier been stated. It deals with the appointment of arbitrators, the arbitral procedure and, the award, enforcement or setting aside of the award.

The Arbitration and Conciliation Act (ACA) is the federal procedural law on arbitration in Nigeria and can be likened to the High Court Laws of the various states; except that in ACA, there is no provision for appeal to a higher arbiter[20]. Thus whereas an appeal can lie against the decision of a High court, an arbitral award can be set aside or refused to be enforced[21].

OBSERVATION FOR PRACTICE GUIDE

Some cases stay too long in court with the result that the judges may lose impression of witnesses and make inaccurate evaluations of evidence tendered; sometimes the witness may have died[22].

Courts also, sometimes award inadequate cost which do not reflect the real cost incurred by parties in bringing the actions; therefore, the litigant is not reimbursed for the real cost of the action. The courts are also reluctant to award interests at prevailing bank rates. With the high rate of inflation and depreciating value of the naira, any delay in adjudicating on a monetary claim reduces the real value of any award[23].

Due to the disadvantages of adjudication in resolving disputes, the Rules encourages ADR (albeit implicitly) as a means of resolving disputes.

20 See United Insurance Company Limited V. Stocco (1973) NCLR 231.

21 See Sections 29 – 30, 32 and 48 of ACA Cap 19 LFN.

22 See Rossek & Ors C. ACB 1993 (8) NWLR (pt 312) pg. 382.

23 See O. Doherty; Legal Practice and Management in Nigeria pg. 253.

Rule 12 of- “Rules of Professional Conduct for Legal Practitioners” states thus:

“……the miscarriages to which justice is subject, by reason of surprises or disappointments in evidence and witnesses and through -------- errors of courts, even though occasional, admonish

lawyers to beware of bold and confident assurances to clients …….. **Whenever the controversy will admit of fair settlement, the client should be advised to avoid or end litigation" -**(emphasis mine). This is an indirect encouragement to use other dispute resolution methods i.e. ADR apart from litigation.

In drafting Arbitration Clauses, seemingly ingenious and novel Clauses may be introduced which render them effective. Badly drafted arbitration clauses are a negation to arbitration.

It is advisable therefore to incorporate an existing institutional arbitration clause where parties choose to resolve such disputes under an arbitral institution or seek expert advice in drafting arbitration clauses; An example of an institutional arbitration clause may be found in the model arbitration clause of the Regional centre for international commercial arbitration, Lagos[24]

ADVANTAGES OF ADR

Choice of Tribunal

Parties to arbitration can choose their tribunal; but where they fail to agree or one party defaults, there is provision by rules or statutes or indeed by agreement for such appointments to be made by an agency or a court.

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24 The Model Arbitration Clause of the centre may be found in the Arbitration and Conciliation Rules of the Regional Centre – Lagos .

Privacy

Where the subject matter of the dispute is sensitive, such as an invention or technical know-how details, which any party may not want exposed to the public, or where disclosures of the facts to the public would be detrimental to a party, arbitration usually offers the desired privacy.

Freedom of Choice of Venue

Parties are free to choose their venue and so are more likely to choose a place convenient to all parties to the arbitration.

Freedom Of Choice Of Law

In arbitral proceedings, parties are free to choose the applicable law both substantive or proper law of the contract and the procedural law that will govern the arbitration agreement bearing in mind their mutual convenience and interest. Failure to do so may result in the arbitral tribunal having to determine the applicable law through the principles of conflict of Laws.

In Nigeria, the ACA is the Federal Law governing commercial arbitration agreements, which interalia provides for the form of the Arbitration Agreement, composition of Arbitral Tribunal, Jurisdiction of Arbitral Tribunal, Conduct of Arbitral Proceedings, Making of Award and Termination of Proceedings, Recourse Against Award etc. Commercial arbitrations in Nigeria must be conducted within the framework of ACA.

Flexibility and Simplicity of Procedure

ADR rules and procedures are made to be flexible and simple and easily adaptable to various types of disputes. For example, in arbitral proceedings where no rules exists to cover a particular situation, the arbitral tribunal may be empowered to conduct the arbitral proceedings in such a manner as it considers appropriate so as to ensure fair hearing.

In practice, in International arbitrations, parties who opt for institutional arbitration adopt some ready-made rules and procedures which have been referred to hitherto as-“institutional rules”; examples of such rules are-the Arbitration and Conciliation Rules of the Regional Centre for International Commercial Arbitration Lagos (RCICAL); the International Chamber of Commerce (ICC) Paris, Arbitration Rules, the London Court of International Arbitration (LCIA) arbitration rules as well as the arbitration and conciliation rules of the Regional centre for Arbitration, kuala-LumPur, Malaysia.

Saving Costs

Apart from simplicity and expeditiousness of the procedure, costs may be saved where the dispute is a technical one and the ADR

neutral is a technically qualified person and/or counsel to the parties are specialists.

Quicker Decisions

The ADR tribunal is notably quicker in reaching a decision. Some arbitration rules provide time limits within which to conclude arbitral proceedings; an example are the rules of the Regional Centre Lagos which prescribes a maximum of six months within which to conclude arbitral proceedings. This presupposes that arbitral proceedings at the Centre can take one day or more up to a maximum of six months.

Preservation of Good Business and Personal Relations

Where the parties have good business or personal relations which they wish to preserve, it may be advisable to settle their business disputes by ADR which is a more friendly procedure of settling disputes and leaves room for continuation of an unimpaired relationship.

MAKING NIGERIA A CENTRE FOR INTERNATIONAL ARBITRATION

The following are beneficial to parties who make Lagos a Centre for International Arbitrations:

1 The presence of the Regional Centre for International Commercial arbitration in Lagos makes it advantageous for parties to have their arbitrations in Lagos. The Regional Centre is an institution devoted entirely to the conduct and management of both International and Domestic Arbitrations. It provides facilities designed to make the conduct of arbitration easy, simple and cost efficient.

Special features of the Centre which makes it advantageous for parties to arbitrate under its auspices and Rules, include the following:

i. It is a recognized **International arbitral Institution**;

ii It is **independent and neutral** (both the Host country, Nigeria and the Asian/African Legal Consultative organization, AALCO, under whose auspices the centre is established acknowledge and uphold the independence and neutrality of the centre as expressed in the Diplomatic Privileges and Immunities order conferred on the centre by its Host for the protection of its premises, documents and employees in the conduct of their official duties.

iii **Awards** made under the centre's auspices are **confidential;**

iv **Non-profit making** is an essential feature of the Centre which derives its sustenance through grants, gifts and administrative fees on administered arbitrations; costs are kept to a minimum in accordance with the non-profit status of the Centre;

v Conformance with the nature of International Trade and Investment requirements for rapid resolution of disputes;

vi **International recognition and enforcement** of the Centre's arbitral awards.

vii The Arbitrational Rules of the Lagos centre are the United Nations Commission on International Trade law (UNCITRAL) Arbitration Rules with some modifications.

2 **Positive features of Arbitration Law of Nigeria**

(a) Part III of the Arbitration and Conciliation Act of Nigeria is exclusively devoted to International Commercial Arbitration; the New York Convention on the recognition and enforcement of Foreign Arbitral Awards of 10th June 1958 is annexed as schedule to the Arbitration Act. Similarly, the UNCITRAL Arbitration Rules of 1976 are also annexed as schedule to the Arbitration Act.

(b) Section 19 of the 1999 Nigerian Constitution for the first time in the history of constitution making in Nigeria provides for settlement of disputes by arbitration, conciliation, mediation and negotiation. This confers constitutional guarantee on settlement by arbitration and other forms of ADR.

(c) Order 19 of the Federal High Court (Civil procedure) Rules of Nigeria provides for supportive court interventions in arbitral proceedings.

(d) UNCITRAL Arbitration Rules are adopted and used as the Lagos Regional Centre Arbitration Rules.

(e) Most commercial agreements in Nigeria, in both the private and public sectors provide for arbitration clauses.

(f) Many arbitration treaties have been executed by the Federal Government of Nigeria:

(g) Government policy tends towards amicable settlement of disputes arising from commercial transactions.

(h) Court pronouncements: A sizable number of court referrals are conducted in Ad-hoc arbitrations.

(i) Creation of commercial division in Lagos High Court enables the court to concentrate on commercially related cases including commercial arbitration.

(j) Establishment of the Lagos Multi-Door Court House - a court annexed ADR system-for the purpose of settling disputes by ADR.

ADR DEVELOPMENT IN NIGERIA

Overview

Nigeria is home to both Regional and National Centres for arbitration and other ADR methods and as such is one of the most accommodating countries in West Africa for Alternative Dispute Resolution.

Policy Framework

The judicial framework necessary for the support and further development of ADR exists in Nigeria which is party to the following treaties and conventions, which impacts favourably on investors' decisions to use alternative dispute resolution:

(a) International Agreements

- **ICSID (Washington Convention) 1966**
- New York Convention, (Recognition and Enforcement of Foreign Arbitral Awards) 1958.

(b) National Legislation

- Domestic arbitrations are statutorily governed by the Arbitration and Conciliation Act (Cap 19-Laws of the Federation of Nigeria 1990), which is modeled on the UNCITRAL Model Law on International Commercial Arbitration. Cap 19 provides for the recognition and enforcement of arbitral awards; it implements the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and adopts the Model Law's internationally accepted provisions for the conduct and regulation of arbitration.

- **ADR SERVICE PROVIDER:**
- **Regional Centre for International Commercial Arbitration-Lagos, (RCICAL).**

The Centre is a not-for-profit, independent and neutral International arbitral institution established in 1989, in Lagos, under the auspices of the Asian-African legal Consultative Organization (AALCO)- an Intergovernmental organization with membership of 47 (Forty Seven) independent nations including Nigeria, South Africa, Ghana, Kenya, Japan, China, Saudi-Arabia, etc.

The Government of Nigeria is host to the Centre.

- **Functions:** The Centre promotes and administers International Commercial Arbitration in the sub-Saharan region under UNCITRAL Model Arbitration Rules with certain modifications. It also conducts Domestic arbitrations, offers advice and assistance in relation to

arbitration, and provides other options for settlement of disputes, such as negotiation, mediation and conciliation.

- Where a dispute is of an international character, parties may be individuals, corporate bodies, or governments.
  Fees: Fees include a registration fee, administrative charges and arbitrator(s) fees. Administrative and arbitrator(s) fees are on a sliding scale, beginning at a minimum percentage of the amount in dispute and sliding down scale with an increase in the dispute sum.

- **Language:** The Centre's materials are presently available only in English.

- **Contact:**

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⁕ Nigeria Investment Promotion Commission: (NIPC).

No services are offered in ADR, but the Commission promotes and encourages the use of ADR facilities in resolving investment disputes.

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CONCLUSION

In conclusion, we may surmise that whilst application of most of the ADR strategies in settlement of commercial disputes can be said to be somewhat of "General application" in more advanced jurisdictions of the world, Mediation, Conciliation and Arbitration are the most common in Nigeria in an extremely limited manner in terms of scope and usage. Such techniques as early neutral evaluation, mini-trials and mediation-arbitration can be said to be of an even more limited application to disputes in Nigeria, if at all.

A majority of the ADR techniques are non-binding; consequently, in the event of non-compliance by either party, resort is made to either Arbitration or Litigation.

In my humble view (and perhaps I speak for many others), the courts should not be the place where the resolution of disputes begins but rather where disputes end after alternative methods of resolving such disputes have failed.

It is heartening, however to mention that even though of limited application, Arbitration and Expert Determinations as binding forms of ADR have developed some case-law in Nigeria as reported in cases of challenges of award or seeking to set aside an award.

See:

i. Kano State Urban Development Board V. Fanz Construction Company (1990) 4 NWLR (Pt 142) Pg. 1.

ii. LSDPC V. Adold / Stam Limited (1994) 7 NWLR (pt. 358) Pg. 545.

Finally, I would like to proffer the view that the time has arrived in Nigeria, when an enabling legislation providing for compulsory ADR as a condition precedent to any other method of dispute resolution as is the case in the State of Texas, U.S.A. with the enactment of -"Alternative Dispute Resolution Act of 1987"- should be enacted.

This should go a long way in decongestion of our courts.

I thank you very much for listening and for the opportunity to deliver this paper.

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Regional Centre for International Commercial Arbitration, Lagos

20 See United Insurance Company Limited V. Stocco (1973) NCLR 231.

21 See Sections 29 – 30, 32 and 48 of ACA Cap 19 LFN.

22 See Rossek & Ors C. ACB 1993 (8) NWLR (pt 312) pg. 382.

23 See O. Doherty; Legal Practice and Management in Nigeria pg. 253.

15 Martindale – Hubbell – International Arbitration and Dispute Resolution Directory 1997 "A Summary of Dispute Resolution Options" by Paul Mitchard, head of Litigation, Simmons & Simmons p.10.