

SAMPLE PAPER OUTLINE

This is a sample paper outline, on a topic that is not on the paper topic list. You will not be graded on this exercise (i.e., preparing the outline) and outlines will not be rejected because they fail to conform to this model outline. The purpose is to give you a general idea of how to prepare your brief paper outlines.

Pat Q. Student

Course: Commercial ADR

"ENFORCING THE PROMISE TO ARBITRATE UNDER NEW YORK LAW"

I. Review of definition of arbitration

- agreement (in writing)
- to refer disputes to an impartial neutral
- for final and binding resolution

II. Review of creation of the arbitration agreement

- clause contained in a contract before a dispute arises (future disputes clause)
- submission agreement executed after a dispute arises

III. Legal Basis for Enforcing the Arbitration Agreement

- at common law:
 - promises to arbitrate were not enforceable
 - a party could walk away from an arbitration agreement at any time before the award was made
 - courts were reluctant to enforce awards, viewing arbitration as an improper effort to "oust them of their jurisdiction"
- under statute:
 - both the U.S. Arbitration Act and state arbitration laws provide for enforcement of agreements to arbitrate (modern arc. laws)
 - NY Arbitration Act (1920) (now, art. 75, CPLR)
 - Federal Arbitration Act (1925)
 - Uniform Act (1955)

IV. Review of New York's Statute

- covered agreements
- procedure for starting an arbitration
- procedure for enforcing an arbitration agreement

VI. Conclusion

LIST OF MAJOR RESOURCES TO BE USED

Statutes: Federal Arbitration Act, 9 U.S.C. 1 et seq.); Civil Practice Law and Rules, Art. 75; NY General Business Law § 399-c

Court Cases: *Prima Paint v. Flood & Conklin*, 388 U.S. 395, 87 S.Ct. 1801 (1967); *Weinrott v. Carp*, 32 N.Y.2d 190, 344 N.Y.S.2d 848 (1973); *Matarasso v. Continental Casualty Co.*, 56 N.Y.2d 264, 451 N.Y.S.2d 703 (1982); *Volt v. Stanford Information Systems*, 489 U.S. 468, 196 S.Ct. 12 48 (1989); *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 111 S. Ct. 1 647 (1991); *Allied -Bruce Terminex v. Dobson*, 63 U.S.L.W. 4079, 115 S.Ct. 83 4 (1995); *Doctor's Associates v. Casarotto*, 64 U.S.L.W. 4370, No. 95-559 (May 20, 1996); *First Options v. Kaplan*, 63 U.S.L.W. 4459, 115 S.Ct. 1920 (1995).

Articles: H. Aibel and G. Friedman, *Drafting Dispute Resolution Clauses in Complex Business Transactions*, 51:1 Arbitration Journal 17 (Jan. - Mar. 1996); Friedman & Harcsztark, *Arbitration: How to Use it in Dentist y*, 125 Journal of the American Dental Ass'n 748 (June 1994); G. Friedman, *Correcting Arbitrator Error: The Limited Scope of Judicial Review*, 33:4 Arbitration Journal 16 (Dec. 1978) .