



## What a Year!

It has been a most unusual year for the Branch since the arrival of the Covid-19 pandemic on our shores in early March and all the various restrictions and lockdowns encountered since then.

The Irish Branch had to, of course, swiftly curtail its activities in 2020 but, saying that, it had some excellent online seminars and conferences, and we were given great support by the members and others.

Apparently, the virus has no effect on disputes or conflicts and, in circumstances where the courts are seriously curtailed, CI Arb members have adapted extraordinarily well to the circumstances and handled many of these disputes remotely. There has also been a sharp growth in construction contract adjudication referrals this year and CI Arb members have managed these referrals with the professionalism to be expected.

I expect that, having been dragged into the 21<sup>st</sup> century of Zoom and Teams meetings, the ADR landscape will never be the same again. The necessity to convene face to face preliminary meetings, interim hearings and even the full hearing itself will likely be the exception rather than the norm. I believe this is for the good of the industry and ought to be embraced by members when the pandemic passes.

The Branch Committee has still been meeting monthly remotely and we have many plans in place for 2021, which we expect will revert to near normal by next summer. Unfortunately, we had to cancel the Annual Dinner for 2020 and the annual lunch at the AGM, which was held remotely for the first time ever this year. Hopefully, we will be able to meet face to face in the not-too-distant future and as they say, 'get the wheels back on the wagon again'.

We are all getting some respite from restrictions for the Christmas and New Year break, so let us be careful and celebrate the season with our families and loved ones safely and in line with the guidance we all know at this stage. Indeed, it is a time to celebrate all those sweet memories of being at home together in 2020 and re-connecting with nature and our surroundings, it is a time to support local business and get some exercise maybe to keep these Covid Kilos under control!

I wish to extend my and the committee's best wishes to all members and your families during this holiday season. To those of you who lost loved ones during the year, with a special mention to the families of our past chairpersons Anne Bunni and John O'Reilly, and to those of you affected by this pandemic in your own personal way, you are in our special thoughts at this time of the year.

Thankfully, there is light at the end of the tunnel, and we are promised that a vaccine is coming to our rescue early in the New Year.

In the meantime, have a safe and happy Christmas and a healthy and prosperous New Year.

**Martin Waldron BL FCI Arb**

**Chairman**



# Mediation:

## The challenges and benefits of in-person and remote mediation

*Amanda Bucklow has been using Zoom to conduct mediation for years. She considers the advantages and drawbacks, the impact of the coronavirus (COVID-19) pandemic, and tips on to make the most of remote mediation.*



Mediation succeeds in disputes where previous attempts have failed because, when you bring together the right people at the right time, the environment for decision-making is positively transformed. The parties and their professional advisors, including those with authority to make or influence a decision, meet in the same place at the same time, and the 'correspondence' between the parties is accelerated. That immediacy of information exchange, the opportunity to see reactions (and explore the reasoning or motivation behind them), and the without-prejudice nature of communication (and option generation), all create a new dynamic better suited to decision-making. Add to that the independence and skills of the mediator, and you have an effective environment for negotiating an agreement.

There is at least one more ingredient: “good faith”. We can often take good faith for granted until it is not present. The mediation process allows for good faith to emerge, and it is surprising how often it does so against the odds.

Both remote and in-person mediation can achieve equally good outcomes. There are aspects of remote mediation which bring meaningful benefits to the parties and the mediator compared with in-person mediation. Even so, remote mediation has been an infrequent choice for two reasons:

- the familiarity and comfort of parties, their advisors, and mediators with video conferencing technology, and
- the accepted wisdom that meeting in person has a unique quality which increases the likelihood of settlement.

The last point remains valid because we are social beings and rely on many cues to determine our level of trust in others. Some of those cues are subconscious, and some are only available in person.

#### How lockdown has impacted mediation

What the pandemic and physical distancing have achieved is a *mass learning* event in how to use online platforms to hold effective meetings. Now, we have more choices because of broader acceptance and confidence in using online meeting platforms, across all age groups. The providers of conferencing platforms have been remarkably responsive to implementing features, and some are particularly useful for mediation.

I have been an enthusiastic user of Zoom for mediations for many years. I prefer Zoom because it offers the closest thing on the market to an in-person mediation. Over the last few months, Zoom has made many improvements to enhance security, the flexibility of breakout rooms and screen sharing. A recent release (5.3) offers a new feature which allows the host (the mediator) to rearrange the participants in gallery view so that parties are usefully grouped: a small and reassuring feature for mediators, for whom allocating parties to the wrong rooms is an unbearable 'fail'.

Pre-COVID – despite initial resistance and lack of enthusiasm – I found remote mediations to be very successful, whether as part of the process or for the entire mediation.

They have been notably successful where one or more parties have not wanted to meet their adversary in person. The option to turn your video or audio off is an attractive feature for some. In all mediations, everyone should be reminded that the mediator is in control of the process, and the parties are in control of what they say and share. This reminder also addresses many of the concerns, perceived and real, about confidentiality and privacy.

## Remote or online mediation

A quick note:

- remote mediation is the preferred term for a mediation which takes place via video conferencing
- online mediation is a term more often used for specific platforms where the exchange of documents and other information is through the platform.

Remote mediation: benefits and challenges

### *Timing*

For the mediator, there are several time-consuming challenges about in-person mediation:

- finding a date when all can attend
- ensuring the right people attend
- parties resistant to having a joint meeting
- finding a suitable venue for a date when all can attend
- accommodating follow-up meetings if the matter doesn't settle on the day or because stakeholders need to be involved in the final decision
- travelling, especially if relying on public transport – delays, cancellations
- managing time and advising parties when you are going to be longer than advertised.

Remote mediation dramatically reduces the amount of time spent on all the above. Other technology can assist too. I use a scheduling app (Acuity) for pre-meetings (more on these below). Participants can choose a convenient time and location. Less travelling is beneficial to everyone, including the environment, and allows greater focus on preparation. Most mediators will add a large margin of error to journey times in case of cancellations or delay.

### *Commitment*

There are some advantages of in-person mediation which are difficult to replicate remotely. I have found that the parties' commitment to attend in person tends to increase their willingness to find an agreement on the day, because they are aware of how much effort it has taken to get this mediation organised. It is far easier to exit an online meeting.

However, I have always considered that for some cases, the one-day model is too compressed. A mediation conducted over an extended period is attractive and not just because it might be cheaper. For example, options may emerge which have practical questions that need to be bottomed out, or other stakeholders identified who

should be included in the decision-making.

### *Group dynamics*

There is a quality about observing participants' in-person interactions, getting a sense of how they are approaching the mediation. This quality is different when the meeting is conducted remotely. There are compensating benefits for the mediator, which include being able to observe everyone at the same time. And if you are skilled at looking straight at the camera when you are speaking, the experience is of you speaking directly to them.

I also miss my "accidental meetings" with people on the way to or from the coffee machine or bathroom, which can often help break deadlock. Equally, there is no opportunity for other participants to meet informally, which can be very helpful.

### Tips for remote mediators

#### 1. *Set up a pre-meeting*

Online pre-meetings before the mediation serve as a valuable introduction before the day, allowing people to get a sense of your style as well as an opportunity to offer essential coaching on preparation, opening statements and how to make the best of the day. They have been a valuable part of my rapport-building strategy, allowing us all to 'hit the ground running' on the day and make the best use of the time whilst people are fresh.

A pre-meeting helps to reduce the unknowns and therefore lower anxiety. Once, that was down to the mediator's style in choosing to invest the time with all the participants. Now, this is essential. Pre-meetings ensure that people are comfortable with the technology and can air their concerns about security, confidentiality and how we will deal with long periods in front of the computer.

#### 2. *Get to know the tech*

Why has it taken a pandemic and national lockdown to bring more mediations to the virtual world? The number-one answer is familiarity with technology. People are invariably concerned about the content of the day and pessimistic about the likelihood of finding an agreement. Add to that the uncertainty about broadband connection, or accidentally pressing the wrong button, or putting people in the wrong rooms (the mediator's nightmare), or security about sharing documents (the legal professionals' nightmare) and the resistance of some IT departments to using Zoom, then the mechanics of the mediation start to take over. The more comfortable you are using the technology, the more reassured the participants will be in their ability to participate and not be embarrassed by any technical fails.

A mediator should be an expert at using the available technology, and on more than one platform. Participants are looking for reassurance that you have set up the security features correctly, that you can deal with glitches and offer help should they encounter the same.

Investment in software and the necessary equipment is key to success. I'd recommend:

- good lighting (yes, those selfie light rings loved by YouTubers have a place in your office), I use a Lumie® lamp because it mimics natural light so well
- camera and microphone – and backups in case of breakdown, especially if relying on built-in versions

- a scheduling app such as Acuity or Doodle
- WhatsApp for messaging and an alternative for document sharing
- a tablet for capturing handwritten notes (also a handy virtual whiteboard)
- either Adobe® Sign or DocuSign®, which are useful for signing a settlement agreement or heads of agreement.

### Looking ahead

Remote mediation is here to stay. The process remains the same whether in person or remote. The defining qualities of mediation are preserved and there are several benefits which go some way to balance some of the disadvantages.

There may be fluctuations in uptake, but as the courts struggle with the overwhelming backlog, there will always be parties who elect to 'get on with it'. I also consider that informal and, conceivably, formal directions to mediate will likely increase. Many factors will come together to make remote mediation a realistic and effective option for a wider audience, not least because of the extremely positive reports on the experience by those who have already taken the plunge.

One further observation I have made over the last few months and that is the presence, more often than not, of significant goodwill to make remote mediation work. It does.

### **Amanda Bucklow**

*Amanda Bucklow is a friend of the Irish Branch of the CI Arb and has provided expert training in mediation for the Branch in the past. Amanda has practised as an independent mediator for nearly three decades. Innovation is at the heart of her practice both as a mediator in encouraging settlement and as an educator of new mediators. In 2015, she designed and produced the first fully immersive online training and assessment course to support mediation training and as a tool for educating solicitors and other professionals in the use of mediation. "The next best thing to taking part in an in-person mediation." Equally, it provided access to high quality training and materials wherever there was an internet connection. Her understanding of how to use technology appropriately, how to recreate the benefits and compensate for the disadvantages is something she has spent many years developing.*



submitted to the courts only nine months after enactment in February 1999 in *Macob Civil Engineering Ltd v Morrison Construction Limited*<sup>2</sup> from what was then a body of circa 73<sup>3</sup> reported adjudications across the UK.

In the three-year cumulative period from the commencement of the Act to July 2019<sup>4</sup> there were a total of 52 reported adjudicator nominations through the Construction Contracts Adjudication Service (CCAS). The recent release of data from the CCAS confirms a total of 46 adjudicator nominations for the last 12-month period to July 2020.<sup>5</sup> These statistics do not include the data from other nominating bodies in the industry or party agreed appointments. As a result, it would be reasonable to estimate that there have been over 150 adjudication cases in Ireland since the Act came into force, or twice as many as when Macob reached the England and Wales court in 1999, which would suggest that some form of jurisprudence on the Act is now well overdue. This jurisprudence could have been expected in November 2018<sup>6</sup> when a case for enforcement of an adjudicators' decision was included on the court list, but the case was withdrawn following settlement.

At the beginning of the summer a dispute between an ICAV<sup>7</sup> managed by Hines and Stewart Construction, part of the JSL Group, reached the courts. The ICAV sought a Judicial Review<sup>8</sup> in challenge of the statutory adjudication process, operated by the CCAS<sup>9</sup> on behalf of the Department of Business, Enterprise, and Innovation. Twomey J granted leave to bring the review whilst imposing a freezing order, effectively halting the adjudication process whilst the court action was pending. Apart from challenging the jurisdiction of the adjudicator, the ICAV contended that the adjudication process would work to its disadvantage. It was argued that should an adjudication decision be made against the ICAV it will have to immediately comply with the decision and then accept the risk of pursuing recovery of the principal and legal costs through challenge. This of course is entirely consistent with the 'pay now - argue later'<sup>10</sup> principle of adjudication in the first place, where the case was settled between the parties before proceeding further.

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<sup>2</sup> *Macob Civil Engineering Ltd v Morrison Construction Limited* [1999] EWHC Technology 254.

<sup>3</sup> Adjudication Reporting Centre, Glasgow Caledonian University, Report No.3, March 2001, at p.4.

<sup>4</sup> O'Malley, Peter. 'The Irish 'Construction Contracts Act 2013': Adjudication – What Has Happened and Where Next?'

Arbitration: The International Journal of Arbitration, Mediation & Dispute Management 86, no. 2 (2020): at p.146.

<sup>5</sup> Fourth Annual Report of the Chairperson of the Construction Contracts Adjudication Panel, since the commencement of the Construction Contracts Act 2013, prepared by Dr Nael Bunni, August 2020.

<sup>6</sup> The enforcement was sought under Section 6(11) of the Act through an action of law, namely by issue of a 'winding-up-petition' under Section 569(d) of the Companies Act 2014. Although the defendant submitted this was an 'abuse of process', a final settlement was reached prior to hearing.

<sup>7</sup> ICAV – Irish Collective Asset-management Vehicle.

<sup>8</sup> *Hines Greit II Ireland Fund ICAV v Bunni & Others* [2020] IEHC 314 JR.

<sup>9</sup> CCAS - Construction Contracts Adjudication Service, being the nominating body for Adjudicators under S6.-4 and S8. of the Construction Contracts Act 2013.

<sup>10</sup> Ackner, Lord, in the House of Lords, *Hansard* (HL debates), Vol 571, 989 - 990 (1996).



Pairc Ui Caoimh GAA Stadium in Cork City re-opened in 2017

As we end 2020, we may now be edging closer to the Macob moment in Ireland. Earlier this year a dispute between OCS One Complete Solution Limited as applicant and the Cork County Committee of the GAA<sup>11</sup> (in the name of Kevin O'Donovan as chief executive of the Cork County Committee) as respondent, was referred to adjudication (despite an arbitration having already been commenced). Following the appointment of an adjudicator by the CCAS, the respondents immediately raised a jurisdictional challenge. The challenge was made in respect of the appointment of the adjudicator and applicability of the Act to the dispute in relation to the date of commencement of the Act. On the adjudicator then confirming his jurisdiction the respondents withdrew from the adjudication and then obtained leave of the High Court on 19 November 2020 to challenge the jurisdiction of the adjudicator. The respondents obtained a stay on the adjudication pending determination of the judicial review proceedings. Following this decision, the applicants sought an order to lift the stay on the adjudication on the basis that it was 'grossly unfair on the notice party for the court not to lift the stay, as its continued imposition would effectively deny the applicants of its rights under the 2013 Act'.<sup>12</sup> It was further argued that lifting the stay would 'merely permit the adjudication process to proceed to a determination, but would have no practical adverse effect on the

<sup>11</sup> OCS One Complete Solution Limited v Kevin O'Donovan and the Cork County Committee of the GAA.

<sup>12</sup> Kevin O'Donovan and the Cork County Committee of the GAA and Nael G. Bunni and James Bridgeman and OCS One Complete Solution [2020] IEHC 623 at 9.

applicants, because the adjudicator's award could only be enforced by an application to court, at which stage the applicants would be entitled to raise the jurisdiction issue'.<sup>13</sup> Furthermore it was submitted that the proceedings 'constituted an attack on the dispute resolution process that had been put in place by the Oireachtas in the 2013 Act'.<sup>14</sup> Reference was made to the recent *Bresco v Lonsdale*<sup>15</sup> case where 'the court refused to grant an injunction restraining the adjudication pending the determination of legal proceedings concerning the jurisdiction of the adjudicator to enter on the dispute'.<sup>16</sup>

In countering the lifting of the stay it was advanced that 'the notice party was not being deprived of its right to adjudication by the stay, it was merely being postponed, in the event that the jurisdiction issue was determined in its favour'.<sup>17</sup> It was further submitted that the notice party's application to lift the stay was futile where if a decision was given by the adjudicator the applicants could challenge that decision at enforcement. Notwithstanding the particular issues of the case, including what was described as the inordinate delay by the notice party in invoking the adjudication process, Barr J determined that 'the interests of justice are best served by continuing the stay which has been put in place'.<sup>18</sup> The proceedings are due to be heard in February 2021. This case is not one of enforcement but of jurisdiction. However, should it proceed the construction industry can expect to receive jurisprudence as valuable guidance on jurisdiction in adjudication early next year. With the glass ceiling broken it is likely that a 'Macob' case on adjudication enforcement could shortly follow.

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## The Changing Profile of Nomination in Construction Dispute Resolution

The 25 July 2020 was the fourth anniversary of the enactment of the Construction Contracts Act 2013, (CCA 2013) on 25 July 2016. The activity in adjudication nomination in the first two years under the new act was understandably low.<sup>19</sup> In the third year to 25 July 2019 and fourth year to 25 July 2020 there was a significant increase in nomination activity through each of the six primary nominating bodies, namely the Construction Industry Federation, the Chartered Institute of Arbitrators, the Society of Chartered Surveyors of Ireland, the Royal Institute of the Architects of Ireland, Engineers Ireland and the Construction Contracts Adjudication Service. The number of reported nominations, by nominating body and dispute method, for the third and fourth years since enactment of the CCA 2013 is set out on the table hereunder:

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<sup>13</sup> n11 at 10.

<sup>14</sup> n11 at 12.

<sup>15</sup> *Bresco Electrical Services Ltd (In liquidation) v Michael J Lonsdale (Electrical) Ltd* [2020] UKSC 25.

<sup>16</sup> n11 at 18.

<sup>17</sup> n11 at 22.

<sup>18</sup> n11 at 50.

<sup>19</sup> For information on adjudication nomination activity through the CCAS for the first two years since enactment of the CCA 2013 refer to Bunni, Dr Nael, *Annual Report of the Chairperson of the Ministerial Panel of Adjudicators 2018 and 2019*.

|                           | Mediation    | Conciliation  | Adjudication  | Arbitration |
|---------------------------|--------------|---------------|---------------|-------------|
| <b>CIF<sup>i</sup></b>    | 1(12)        | 4(10)         | 1(6)          | 1(5)        |
| <b>CIArb<sup>ii</sup></b> | 0(1)         | 0(1)          | 1(2)          | 0(0)        |
| <b>SCSI<sup>iii</sup></b> | 0(1)         | 0(2)          | 0(1)          | 0(0)        |
| <b>RIAI<sup>iv</sup></b>  | 1(1)         | 11(20)        | 0(1)          | 4(2)        |
| <b>EI<sup>v</sup></b>     | 0(2)         | 1(1)          | 0(0)          | 0(0)        |
| <b>CCAS<sup>vi</sup></b>  | <u>0 (1)</u> | <u>0(0)</u>   | <u>46(32)</u> | <u>0(0)</u> |
| <b>Totals</b>             | <b>2(17)</b> | <b>16(34)</b> | <b>48(42)</b> | <b>5(7)</b> |

*Table of dispute resolution nomination / appointment<sup>20</sup> from the primary dispute resolution boards for 2018 / 2019 (in brackets) and 2019 / 2020<sup>21 22</sup>*  
*Specific table footnotes on page 16 of this document.*

The four most prevalent dispute resolution methods, apart from Negotiation and Litigation, are Mediation, Conciliation, Adjudication and Arbitration. Although there is evidence of dispute method variants such as Med-Rec Conciliation<sup>23</sup>, their use is comparatively rare. In undertaking an analysis of data it should be noted that the nomination data does not reflect the full extent of dispute resolution activity. This is because there are many dispute resolution procedures where the independent third party, to either facilitate or impose a dispute decision, is mutually agreed between the two parties in dispute. As a result there is no necessity to refer to a nominating body for the nomination of the independent third party.

<sup>20</sup> The term 'nomination' is used for Mediation, Conciliation and Adjudication, but more correctly for Arbitration the term 'appointment' should be adopted. For example, to reflect appointment by the President of the RIAI in default of party agreement under the Arbitration Act 2010.

<sup>21</sup> The Law Society of Ireland made no construction dispute nominations in 2018 / 2019 or 2019 / 2020

<sup>22</sup> For the 12-month periods - 26 July to 25 July being the annual anniversary year dates of the enactment of the Construction Contracts Act.

<sup>23</sup> Med-Rec Conciliation is a consensual process comprising a hybrid of classic mediation with the availability of a written reasoned recommendation if the mediation phase does not result in a mutually agreed resolution, where the primary objective is settlement.

The author estimates, through anecdotal discussion with leading practitioners, that as much as one quarter to one third of all disputes are undertaken through party agreed nomination. The opacity of these procedures, in seeking to preserve confidentiality, means that accurate total data is unobtainable. However the reported nomination data from the primary nominating bodies, which represents the majority of dispute resolution nominations, provides trends as an indicator of overall activity.

A comparison of total dispute board nominations, across all dispute methods, 100 in 2018 / 2019 and 71 in 2019 / 2020 would seem to suggest that there is an overall reduction in activity. But this comparison should be considered in the context of what appears to be a rising number of party agreed nominations. This reflects an increasing prominence of some of the more established dispute resolution practitioners being requested to assist parties in dispute through mutual agreement.

Particularly conspicuous is the reduction in total nominations across all of the nominating bodies particularly for the CIF reducing from a total of 33 to 7 nominations, a reduction of circa 80% and the RIAI from a total of 24 to 15 nominations, a reduction of circa 60%. In parallel, there has also been a significant reduction across each dispute method, in the case of Mediation -85%, Conciliation -55% and Arbitration -28%.

The only dispute method to have seen a rise in activity is Adjudication, with an increase of 15%. The reasons for this trend may reflect what appears to be an increasing interest in Adjudication, which provides the certainty of a decision being made at a reasonable level of cost within a short, defined period of time. These characteristics are not all available to the other three primary dispute methods.

The most important trend illustrated by the data is the increasing share of the CCAS in Adjudication nomination, to which its remit is limited, compared to the total number of nominations across all methods of dispute resolution. In 2018 / 2019 the share was 42% which has significantly increased in 2019 / 2020 to 68% or over two thirds of the total nominations across all bodies. The reduction in nominations across all nomination bodies, with the exception of the CCAS, would seem to indicate an increasing preference for Adjudication and a reduction in other methods, particularly Mediation for resolving construction industry disputes.

The right to adjudication to resolve a dispute, as facilitated by the CCA 2013, available for just over four years is a relatively recent innovation. With the passage of time there is now a greater awareness and preparedness to engage in Adjudication through nomination by the CCAS in seeking a swift and relatively economic resolution of disputes in the construction industry. It will be interesting to see if the identified trends continue through the current 2020 / 2021 year, particularly in the context of the uncertainties that have arisen as a result of the Covid-19 pandemic.

*Peter O'Malley, RIAI, RIBA, FCI Arb, Dublin and London – peter@omalley.eu.com*

# Office of Government Procurement: Consultation

## Standing Conciliator and Project Board Review

The Office of Government Procurement (OGP) is undertaking a Review of the dispute resolution procedures in the public works contracts (the Review). As part of the Review, we are **seeking expressions of interest to participate in the Review of the operation of the roles of Standing Conciliator and the Project Board**. If you have past and/or current experience and working knowledge of the roles of the Standing Conciliator and the Project Board, the OGP would like to hear from you.

Initially, we are seeking expressions of interest to participate in a survey and interview as part of the primary research stage (Stage 1) of the Review. The survey and interviews will be carried out by Indecon International Consultants on behalf of the OGP and all contributions will remain anonymous. Those submitting an expression of interest should ideally be or have been:

- Appointed to the role of Standing Conciliator
- An Employer/Employer's Personnel
- A Contractor/Contractor's Personnel
- An Employer's Representative (ER)
- A Contractor's Representative/Contract Manager/Project Manager
- A Design Team Consultant
- Appointee to a Project Board

*\*On projects where the works stage has been ongoing for at least 12 months*

**If you are interested in participating in this survey and interview and possess the relevant experience as outlined above, please notify us of your expression of interest via the following link:**

<https://ec.europa.eu/eusurvey/runner/SCPBReview>

The closing date for expressions of interest is **Friday 15 January 2021**.

# John O Reilly RIP

John O'Reilly was Chairman of the CI Arb Irish Branch in 1998 -1999. John passed away peacefully at his home a week before his 92<sup>nd</sup> birthday in September. He served for many decades in Alternative Dispute Resolution, as an Arbitrator, Conciliator and Mediator, promoting these methods of resolving disputes. He was noted for his generous pupillages and mentoring of so many younger branch members. He is survived by his wife of 67 years Mary (née Gardiner), his children Niall, Maurice, Stephen, Máire and Kevin, and his fourteen grandchildren.

Born in 1928, he attended the local schools in Ballymote before coming to University College Dublin in Earlsfort Terrace. He qualified from the School of Architecture in 1951, when he was President of the Students' Council. John worked in the Office of Public Works before setting up the practice with Mary. The small to medium-sized firm, John O'Reilly & Partners, won many awards and accreditations for their projects.

He was chair of the branch at a busy time – the highlight of which was the enactment of the Arbitration (International Commercial) Act 1998.

John served as President of the RIAI for the two-year term 1980-1982. Later in years he served on juries for urban and architectural design competitions, notably the Cliffs of Moher Visitor Centre. John was the epitome of the Renaissance person - gifted with a thirst for knowledge of a breadth beyond his needs. He was always understated, caring, and giving and was supportive to all those he touched, without any fanfare. His spirituality was similarly carried with a grace that was very private.

John and Mary were lifelong keen gardeners with an extensive 'Wicklow' garden at their home 'Rosemount' in the scenic village of Enniskerry. They ran popular and well attended charity 'Garden Parties' each summer for decades for the various charities that they supported. May he rest in peace.

# Anne Bunni RIP

Anne Bunni who has died in her early eighties was a devoted servant to the Chartered Institute of Arbitrators (Irish Branch). She was Honorary Secretary to the Institute from 1990 to 1996 and thereafter the first female Chairperson 1996 to 1997. In 1982 Anne entered the world of law with a course of study at the Honourable Society of Kings Inns and it was with justifiable pride she was called to the Bar of Ireland in July 1987. She commenced practice as a Barrister working mainly in the area of family law and in 1991 was awarded a Diploma in European Law from UCD.

In 1990 she took up the position as Honorary Secretary of The Chartered Institute Irish Branch where she was involved inter alia in setting up a variety of Arbitration schemes for major enterprises many of which endure to this day. Anne was gifted with a uniquely strong personality which allied to her own ability and diplomacy greatly assisted her in steering the institute during her period as Chairperson along a successful path.

Anne was a skilled arbitrator and during this period she was retained in over forty arbitrations bringing them to a conclusion with awards being published in all. In 1996 Anne was appointed as a chairperson to the Employment Appeals Tribunal where she served with distinction for many years.

Following her marriage in 1962 to Nael, whom she met in Manchester, they moved to Baghdad where they lived for a number of years before returning to Ireland. Thereafter she travelled the world with Nael in his work as an international arbitrator and there were few countries that she had not visited making countless new friends and acquaintances. Anne had the ability to engage with a new encounter on a serious or light-hearted level always putting them at their ease and leaving them with a sense of inclusivity.

Anne could indeed be described as the composite all-rounder. She will be deeply mourned by her devoted husband Nael, her six children including our member Lydia, and her twenty-six grandchildren. Anne Bunni will be sadly missed and fondly remembered by us all.

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**END**

**Note:** *In the High Court case of Kevin O'Donovan and the Cork County Committee of the GAA and Nael G. Bunni and James Bridgeman and OCS One Complete Solution [2020] IEHC 623 at 9, referred to above in page 10, Ronan Daly Jermyn Solicitors are representing Kevin O'Donovan and the Cork County Committee of the GAA and Hussey Frazer Solicitors are representing OCS One Complete Solution*

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<sup>i</sup> Data from the Construction Industry Federation, 28 August 2019, and 30 September 2020.

<sup>ii</sup> Data from the Chartered Institute of Arbitrators (Irish Branch), 5 September 2019 and 7 September 2020.

<sup>iii</sup> Data from the Society of Chartered Surveyors of Ireland, 1 August 2019, and 21 September 2020

<sup>iv</sup> Data from the Royal Institute of Architects of Ireland, 23 August 2019, and 25 August 2020

<sup>v</sup> Data from Engineers Ireland, 20 August 2019, and 14 October 2020

<sup>vi</sup> Data from the Construction Contracts Adjudication Service, 23 August 2019, and 29 August 2020