

Houston Maritime Arbitrators Association Newsletter

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Fall 2008

HMAA GOLF TOURNAMENT

The first HMAA Golf Tournament will be held Oct 30 2008 at Tour 18 Golf Club. It will be a four (4) man scramble format and is intended to raise money for the International Transportation management Association (I.T.M.A.) and Texas A&M Maritime Academy to support educational scholarships.

For further information or to sign up to either play or volunteer, please contact David H. Scruton, 3D Marine USA, Inc. Tel: (281) 444-9495 or cell (713) 501-6969.

Editors Note: This is the perfect opportunity to get your clients out of the office and have 4-5 hours of their undivided attention! Or you can sponsor a hole or a beverage cart, volunteer, the proceeds go to further education and growth in the transportation sector.

HMAA ADDRESS CHANGE

Notice a change in the HMAA address and phone number? The custom has been for the HMAA address and contact particulars to be that of the Chairman. With the selection of Bill Seele as Chairman, the new contact particulars for the HMAA will be:

11767 Katy Freeway Suite 350
Houston, TX 77079-1735
Tel: 281 293 9275
Fax: 281 293 0146

You should see this change on the website shortly. The Board is also investigating obtaining its own dedicated telephone number and listing.

OUR BEST WISHES

George Chandler, past President, Chairman and co-founder of the HMAA is doing well after

surgery at St Lukes. He is recovering in Webster and we hear even working via his computer. Get well soon, George.

From the desk of the HMAA President

Dear HMAA Members,
We all thank Rob Ryniker for his six years of service as Chairman and John Britton for serving past two years as President. It is great to know that the new BOD can still count on them as we move forward in the HMAA. I am very pleased that Bill Seele has agreed to step up as Chairman and Chris Hart to take over as Secretary. We are also very happy that George McCarthy is remaining on as a Director and welcome Tom Deen as a new director. Further to the good of the HMAA, Bill Warnement, Tom Donovan and Dave Scruton will continue to serve as Officers and we welcome Ron T. Capehart as a new officer.

It has been my pleasure to serve the HMAA for several years as Vice President at Large and I look forward, as President, to pushing forward on some unfinished items and adding some new topics to the agenda. The goal is towards expanding the direction and presence of the HMAA in the local and international communities. We cannot do it without the participation of the whole membership, not just the Directors and Officers. EDUCATION.

The keystone for us over the coming years will be EDUCATION. Not just merely educating the Maritime community to our presence as arbitrators but to be active educators. The HMAA membership is ripe with talent, experience and knowledge and it must be shared. Some of the ideas that have been put forward for consideration are; another arbitration training session, chartering and BL seminar, 2 evenings over 12 months of open forums/round table discussion where a panel of 3 -5 members of the HMAA will discuss various topics in an informal evening of questions and answers.

Ladies and Gentlemen, there is plenty of room for more ideas and your BOD will be happy to receive them. Let us educate people on topics of interest to our fields. Please take the time to consider something that you would like to speak on be it either as an article or open forum evening. You can send an email without being afraid to "have to attend" a meeting. That is still participating and it is needed.

In addition to the articles that our Law Committee presents us with for the newsletter, there is a thought to put a "Legal Corner" or "Concerns Corner" or "Hot Topic" (call it what you will for now) on the website where members can write or reference an article on a topic that is close to their heart.

The board looks forward to reaching out to not only the Maritime community but the transportation community in general as well as the "Energy" fields.

In promoting education you will note our golf tournament proceeds are for scholarships for the International Transport Managers Association and Texas A&M Galveston Maritime School.

The West Gulf Maritime Association (WGMA) is also stepping up to assist the HMAA in getting out the word about the HMAA and education.

We are invited to share information with them both in their newsletters and for their website.

They have already assisted the HMAA by tying our Scholarship Fund Golf Tournament to the WGMA daily newsletter and we shall be creating a link to them on our updated webpage. The WGMA is also promoting more education in the maritime field and has won a convincing argument with US Customs on ABX format and an argument involving the Carriage of Goods by Sea Act. Assisting us in our efforts to educate and provided there is not conflict and the room is available, we may ask the WGMA for use of their conference facility.

Let me state the obvious: As we become active educators in the communities and fields, we also promote the HMAA.

A special thanks to John Britton who has agreed to act as webmaster and update our website in the near future, as well as handle the arrangements for our first annual social for January of 2009.

We also send a special greeting to Captain George McCarthy who was recalled to active duty last year and continues to serve our country. George, we send our prayers and look forward to your coming home to Houston and the HMAA real soon.

I am thanking you all for the support you have given in the past and trusting that you will give the Board of the HMAA even more support in the coming months and years.

Respectfully yours,
Stephen J. Stapleton III

HMAA Treasurer's Report

This report covers the 12 month period beginning June 1, 2007 and ending May 31, 2008.

Beginning Cash Balance.....	\$19,829.85
Income.....	\$2,450.00
Expenses.....	\$4,509.11
Ending Cash Balance.....	\$17,770.74

Income sources were from annual dues and arbitrators workshop registration fees. Expenses were for the 2007 annual meeting, one Board of Directors lunch meeting, website renewal, and the 2007 arbitrator's workshop cost. All bills are paid and there are no unusual expenses anticipated. The ending cash balance reflects a decrease of \$2,059.11. Please note there is \$2,300.00 in membership renewal fees deposited since the cutoff date.

Respectfully submitted,
William L. Warnement Jr, CPA
Treasurer

MINUTES OF THE ANNUAL HMAA MEETING OF AUGUST 19, 2008

On Tuesday, August 19, 2008, the annual meeting of the Houston Maritime Arbitrators Association was held at Crapitto's Restaurant in Houston, Texas. There was a quorum present

and a number of proxies for voting had been received.

The meeting was called to order by the President John Britton. Mr. Britton advised that the meeting would proceed before dinner and then made some preliminary opening remarks.

As the first item of business, was the approval of the minutes from the annual meeting that was held on June 18, 2007. William Seele, the secretary advised that copies of the minutes were available on each table and had been previously printed in a HMAA newsletter. Upon motion made and duly seconded, the membership voted to approve the minutes.

The next order of business was the report of the treasurer William Warnement. Upon motion made and duly seconded, the Association voted to accept the report. A copy of the full report is appended to these minutes and incorporated herein by this reference as though set out verbatim.

The President, Mr. Britton, noted that the Tom Donovan, the Vice President-Membership could not attend. Mr. Britton presented the report which noted membership was now at 172, a net increase of 8 since the last annual meeting. Upon motion made and duly seconded, the Association voted to accept the report.

Mr. Britton advised that there have been some problems with the updating of the website due to the call to active duty of the person who had been attending to such. Since it was unclear when that person's active duty would end, Mr. Britton stated that he would be taking over the role of webmaster and encouraged everyone to provide him with any corrections, etc. needed. Mr. Britton then asked that the current and outgoing Chairman of the Board of Directors, Robert Ryniker to make a few comments and observations on the activities and future of the Association.

Among the topics discussed by Mr. Ryniker were the planning and scheduling of a training session, the upcoming golf tournament, the newsletter and reporting of pending arbitrations in order to keep abreast of arbitration activity.

Mr. Ryniker also advised that Mr. Ed Bluestein had requested he raise two issues. One being trying to set up a presentation Houston/Galveston area yacht brokers and

whether a change of the name of the Association was appropriate. A brief discussion regarding such followed..

The President called on Vice President Steve Stapleton to discuss the upcoming golf tournament. Mr. Stapleton advised that the bulk of the work in scheduling the tournament was done by Dave Scruton and that information regarding the tournament were on each table. He then deferred to Mr. Scruton.

Mr. Scruton advised that the tournament will be Thursday October 30, 2008 at Tour 18 Golf Club. He described how the outing would be organized and solicited volunteer help. It was also discussed that the proceeds from the tournament would be used to fund scholarships on a 50/50 basis between Texas A&M University-Galveston and the International Transport Managers Association (ITMA) who annually award scholarships to students seeking to be involved in the transportation industry.

Mr. Stapleton also was asked to advise those present on information he had received regarding the health of one of Life Members of the Association, Mr. George Chandler. Mr. Stapleton advised Mr. Chandler was to undergo cardiac surgery the day after the meeting and was expected to be in the hospital for several weeks thereafter.

Before proceeding with the election of directors, the members present were asked and gave the President John Britton a round of applause for his work.

The next order of business was the election of the board of directors of the Association.

The President called upon Mickey Watzak and Mick Grant, who served as of the Nominating Committee, to present the nominations for the board and to conduct the election of the directors.

The Nominating Committee, advised that three directorships were to be elected and that four nominees were proposed those being Ron Capehart, Tom Deen, Chris Hart and Steve Stapleton.. After first seeing if there were any nominations from the floor, upon motion duly made and seconded, by voice vote, the nominations were closed and a secret ballot was taken.

The votes were tabulated and Tom Deen, Chris Hart and Steve Stapleton were elected to serve

as directors of the Association. The Association's secretary Mr. Seele advised that the next meeting of the International Congress of Maritime Arbitrators is scheduled for October of 2009 in Hamburg, Germany. He advised that it was his intention to attend but would certainly hope that other members of the Association would consider attending so there would be an HMAA presence. The floor was opened for any further old or new business. There was none. There being no further business, the meeting, upon motion made, seconded and approved, was adjourned.

William H. Seele
Secretary

ANNUAL MEETING

The HMAA held its Annual Meeting and Dinner at Crapitto's Italian Restaurant on August 19th for the 3rd consecutive year.

The attendance of so many members made for lively conversations and exchanges of ideas and news during the cocktail hour and dinner. After the cocktail hour John Britton, the HMAA President for the past two years and Chairman Rob Ryniker open the meeting (see the minutes herein in the newsletter) and held elections.

The wonderful food and service by Frank Crapitto's chefs and waiters did cause the conversations to dim slightly during the meal. It was great to see and feel the enthusiasm yet increasing for the HMAA.

We hope that next year's annual dinner will have an even larger response. Tis' true, the More the Merrier.

Those of you not able to attend this year, we'll look forward to seeing you at the next annual dinner and or one of the earlier events plans in coming months.

Those of you would did attend, thanks for making it a wonderful evening of socializing and getting down to work.

My thanks to Mr. Frank Crapitto, Justin, Rosario and the whole staff for a great meal and

wonderful service making my job so much easier and an enjoyable night.

Steve Stapleton

LAW COMMITTEE ON MARITIME ARBITRATION

Editors: William A. Durham
John W. Elsley
William H. Seele

The Law Committee brings before the Membership four recent cases, including one from the United States Supreme Court decided on March 25, 2008. Two cases from the U.S. Court of Appeals for the Fifth Circuit, which includes Texas, are discussed, in addition to the U.S. Supreme Court case. An additional case from New Jersey Appeals Court is also addressed due to the interesting background circumstances.

Hall Street Associates, L.L.C. v. Mattel, Inc.
128 S. Ct. 1396 (2008)
Decided March 25, 2008

The question on review by the United States Supreme Court was whether the Federal Arbitration Act's statutory grounds for expedited vacatur and modification of an arbitration award may be supplemented by contract. The court held that they may not.

The underlying dispute arose when tenant Mattel gave landlord Hall Street notice of its intent to terminate its lease after tests of the property's well water in 1998 showed high levels of trichloroethylene and the Oregon Department of Environmental Quality discovered other pollutants in the ground. The landlord filed suit in the United States District Court for the District of Oregon, claiming that the tenant had no right to vacate on the date given and the lease obligated the tenant to indemnify the landlord for costs of cleaning up the pollutants. The tenant won on the termination issue. The parties agreed to arbitrate the indemnification issue under a jointly drafted arbitration agreement, which stated:

[t]he United States District Court for the District of Oregon may enter judgment upon any award, either by confirming the award

or by vacating, modifying or correcting the award. The Court shall vacate, modify or correct any award: (i) where the arbitrator's finding of facts are not supported by substantial evidence, or (ii) where the arbitrator's conclusions of law are erroneous.

The arbitrator decided for the tenant because the lease obligation to follow all applicable federal, state, and local environmental laws did not require compliance with the testing requirements of the Oregon Drinking Water Quality Act ("Oregon Act"), which the arbitrator characterized as dealing with human health instead of environmental contamination. The district court granted Hall Street's Motion for Order Vacating, Modifying And/Or Correcting the arbitration decision on the ground that failing to treat the Oregon Act as an environmental law under the terms of the lease was legal error, and remanded to the arbitrator. The court expressly invoked the standard of review chosen by the parties in the arbitration agreement, which called for review for legal error, and cited *LaPine Technology Corp v. Kyocera Corp.*, 130 F.3d 884, 889 (9th Cir. 1997) for the proposition that the FAA leaves the parties "free ... to draft a contract that sets rules for arbitration and dictates an alternative standard of review." On remand, the arbitrator ruled for the landlord.

In its appeal to the Ninth Circuit, Mattel contended that the court's recent decision in *Kyocera Corp. v. Prudential-Bache Trade Servs., Inc.*, 341 F.3d 987, 1000 (2003) made the arbitration agreement's provision for judicial review of legal error unenforceable. The Ninth Circuit ruled in Mattel's favor and remanded with instructions to:

return to the application to confirm the original arbitration award (not the subsequent award revised after reversal), and ... confirm that award, unless ... the award should be vacated on the grounds allowable under 9 U.S.C. § 10, or modified or corrected under the grounds allowable under 9 U.S.C. § 11.

After the district court again held for the landlord and the Ninth Circuit again reversed, the United States Supreme Court granted certiorari to decide whether:

the Ninth Circuit erred when it held, in conflict with several other federal Courts of Appeal, that the Federal Arbitration Act ("FAA") precludes a federal court from enforcing the parties' clearly expressed agreement providing for more expansive judicial review of an arbitration award than the narrow standard of review otherwise provided for in the FAA.

The Supreme Court agreed with the Ninth Circuit that §§ 10 and 11 of the FAA provide the exclusive grounds for promptly vacating or modifying an arbitral award. In so holding, the Court rejected Hall Street's two principal arguments in favor of expanding the grounds of review.

First, the Court rejected the landlord's interpretation of its decision in *Wilko v. Swan*, 346 U.S. 427 (1953) that the decision explicitly expanded the grounds for vacatur beyond the statute. In the Court's view, *Wilko* instead expressly rejected the type of expansion that Hall Street sought—general review for legal error.

Second, the Court rejected the landlord's argument that the agreement calling for review for legal error should prevail simply because arbitration is a creature of contract, and the FAA is motivated by a congressional desire to enforce such agreements. The Court analyzed the text of the FAA and noted that it emphasizes extreme arbitral conduct as grounds for expedited vacatur and modification. Relying on the statutory interpretation canon of *ejusdem generis* ("when a statute sets out a series of specific items ending with a general term, that general term is confined to covering subjects comparable to the specifics it follows"),

the Court explained that because the statute includes “no textual hook for expansion,” judicial review cannot be expanded to any legal error when the statute calls for review only when the arbitrator has exhibited extreme conduct.

Furthermore, the Court stated that public policy favors enforcement of arbitral awards with limited judicial review: “[a]ny other reading opens the door to the full-bore legal and evidentiary appeals that can ‘rende[r]’ arbitration merely a prelude to a more cumbersome and time-consuming judicial review process.”

Brown v. Witco Corp.

340 F.3d 209 (5th Cir. 2008)

Decided July 23, 2008

Brown commenced arbitration proceedings against his former employer, Witco, alleging that its decision to terminate him violated a collective bargaining agreement between Witco and Brown’s union. The agreement required Witco to give timely notice of its decision to terminate Brown. The arbitrator issued an award ordering that Brown be reinstated with full back pay. Witco and the union asked the arbitrator to clarify the back pay calculation. The arbitrator issued a clarification letter, clarifying that Brown’s failure to mitigate damages by finding other employment should result in a deduction from his back pay award in an amount equal to the “average wage” of a similar employee during the time he did not work.

Brown filed suit against Witco in state court, seeking confirmation and enforcement of the original award. Witco removed the case to federal court based on federal question jurisdiction, and moved to stay Brown’s action and remand the case to the arbitrator for further clarification on how to implement Brown’s back pay award. The magistrate judge granted Witco’s motion remanding the matter to arbitration for the limited purpose of determining what the average-wage deduction figure should be. The magistrate judge ordered that the arbitrator could not reconsider the remainder of the clarified award on remand.

The magistrate judge found that the arbitrator had exceeded the limited authority given to him on remand: “[t]he only issue upon remand was ‘to determine exactly how that

‘average wage’ should be calculated’ and, upon determining that number, plug it into the formula and calculate the amount of back wages due under that formula.” The magistrate judge vacated those parts of the arbitrator’s remand decision that exceeded the scope of his authority and enforced the remainder of the arbitrator’s decision, awarding Brown \$85,801.58 in back pay reduced by an amount equal to \$21.51 per hour for a forty-two hour week for the period of time beginning three months after the date of Brown’s discharge through the date of his reinstatement.

On appeal, the Fifth Circuit determined that the district court did not err in recognizing the arbitrator’s clarification letter as a binding clarification of the original arbitration award. The court found that the arbitrator had the authority to clarify his initial, ambiguous arbitration award under a well-recognized exception to the *functus officio* rule, which normally bars an arbitrator from revisiting the merits of an award once the award has been issued. The court also agreed that the magistrate judge had the authority to limit the scope of the arbitrator’s remand only to those parts of the original award that were unclear or ambiguous. Thus, the arbitrator could not disregard the express terms of the remand order and effectively reverse determinations that the district court had already determined to be unambiguous and binding on the parties.

ITT Education Services Inc. v. Arce

2008 U.S. App. LEXIS 13629 (5th Cir. 2008)

Decided June 27, 2008

At issue in this non-maritime dispute was whether the district court’s order prohibiting appellants from revealing aspects of an arbitration proceeding, including rulings, decisions, and awards made by the arbitrator, was proper.

The underlying arbitration involved a dispute between ITT, a provider of postsecondary education programs, and several students. The arbitrator found that the enrollment agreement between ITT and the students, which contained an arbitration clause, was the product of fraudulent inducement.

The students’ attorney intended to use the transcript from the arbitration to assist another student in a separate arbitration

proceeding against ITT. Consequently, ITT filed suit under the Declaratory Judgment Act seeking: (1) a finding that the confidentiality provisions of the enrollment agreement were enforceable, and (2) a permanent injunction preventing the students from revealing any aspects of the arbitration. Subsequently, ITT moved for a temporary restraining order because the student's attorney intended to file an unredacted copy of the arbitrator's findings with the district court, which was granted.

The district court held a hearing, which was converted to a bench trial on the merits, and ruled in ITT's favor, finding that the arbitration clause was severable and the confidentiality provision binding because it was not otherwise unconscionable or void. The district court further ruled that the students were prohibited from revealing any aspect of the arbitration proceedings, including any rulings, decisions, or awards of the arbitrator. The students appealed.

The Fifth Circuit affirmed the decision of the district court, and held that, although the remainder of the enrollment agreement was fraudulent, the arbitration clause, which the confidentiality provision was a part of, was severable from the enrollment agreement under the Federal Arbitration Act. The Fifth Circuit further held that the grant of injunctive relief was appropriate because the school would suffer irreparable harm if the injunction was not granted because the transcripts could not be made confidential once they were disclosed, and the injunction placed no undue hardship on the students who wish to pursue claims against the school. Finally, the injunction was not vague or overbroad.

Malik v. Ruttenberg

942 A.2d 136 (N.J. App. Div. 2008)
Decided March 3, 2008

Although this action arises from an appeal in New Jersey state court, it involves interesting background facts, which will be of interest to the Membership as well as the HMAA. This appeal presented the issue of whether the American Arbitration Association ("AAA") and one of its arbitrators could be liable in tort for failing to "exercise reasonable care to control" the defendant's lawyer's "dangerous propensities" after the lawyer allegedly assaulted the plaintiff during a recess at an arbitration.

The arbitration, during which the alleged altercation occurred, stemmed from a contract dispute between Malik and homeowners over renovations Malik contracted to perform on their home. AAA arbitrator, Liloia, was appointed to arbitrate the dispute.

During the arbitration, Malik's attorney objected to the actions of one of the attorneys representing the homeowners, Ruttenberg, and asked Liloia to remove the attorney from the arbitration proceeding. Liloia declined to remove Ruttenberg and called a brief recess, during which Malik alleges Ruttenberg assaulted him in the lobby. Liloia did not observe the altercation.

Malik sued the AAA and Liloia for damages from the alleged assault. The AAA and Liloia filed an answer and motion to dismiss in which they asserted that the New Jersey Arbitration Act ("NJAA") shielded them from liability. The motion judge denied their motion to dismiss, relying on an affidavit by the plaintiff's expert that said failure to control the proceedings fell outside the scope of immunity. The judge found that Malik had pled "a viable cause in tort against the defendants."

The Superior Court of New Jersey, Appellate Division disagreed. Writing on behalf of a unanimous court, Judge Cuff stated, "[w]e can think of no more judicial function than controlling the proceedings," and "[t]he act of calling a recess and denying an application to remove an attorney from an arbitration proceeding falls directly within the adjudicative functions of the arbitrator."

In extending judicial immunity to Liloia and the AAA, the Appellate Division relied on the language of the NJAA, which states, "[a]n arbitrator or an arbitration organization acting in that capacity is immune from civil liability to the same extent as a judge of a court of this State acting in a judicial capacity." The court reiterated long-lasting public policies favoring immunizing from suit members of the judiciary, including arbitration organizations and arbitrators, citing the United States Supreme Court in *Antoine v. Byers & Anderson, Inc.*, 508 U.S. 429, 435 (1993), which held there is a "long-settled understanding that the independent and impartial exercise of judgment vital to the judiciary might be impaired by exposure to potential damages liability."

The Membership should note that, under Rule 9.5.1 of the HMAA Rules, entitled "Liability", it is provided that:

"Neither the Association nor any member, director, officer, agent, or servant to the Association, nor any Arbitrator appointed to serve in an arbitration conducted under these Rules, shall be liable to any party for any act or omission (including negligence) in connection with the arbitration."

It is further provided under Rule 9.5.2 of the HMAA Rules, entitled "Indemnity", that:

"By their agreement to arbitrate under these Rules, the parties have agreed to indemnify the Association and each of its members, servants and agents, any Arbitrator appointed to serve in an arbitration conducted under these Rules, against all claims for loss or damage arising out of the acts or omissions (including negligence) of any Arbitrator. This indemnity shall not apply to such Arbitrator in case of willful misrepresentation or intentional misconduct."

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

On Tuesday, August 26, 2008 the regular meeting of the Board of Directors of Houston Maritime Arbitrators Association was held at the Saltgrass Restaurant on the Katy Freeway in Houston, Texas. Members of the board were present that being Stephen J. Stapleton, III, Thomas O. Deen, Christopher R. Hart and William H. Seele. Director George McCarthy was unable to attend. Officers of the Association who were not board members were invited to attend but were unable to do so. Mr. Seele was asked to take minutes of the minute whether he was elected to continue as secretary or not. The meeting was at 12:00 noon called to order by the Vice President at Large Steve Stapleton.

The election of officers as required by the By-Laws was had. After full discussion, the Officers of the Association were elected as follows:

Chairman of the Board of Directors: William H. Seele

President & Vice Chairman of the Board of Directors: Stephen J. Stapleton, III

Vice President at Large: David Scruton

Vice President Marketing: George McCarthy

Vice President Community Affairs: Ron T. Capehart

Vice President Membership: Tom Donovan

Secretary: Christopher R. Hart

Treasurer: William Warnement

Mr. Seele advised that it would be appropriate to change the registered office and agent of the Association since the current registered agent Mr. Ryniker was no longer a board member.

After full discussion and upon motion duly made and seconded, it was approved to change the registered office to 11767 Katy Freeway, Suite 350, Houston, Texas 77079-1735 and designate William H. Seele as the registered agent. Mr. Seele was asked to attend to this. It was further agreed that appropriate changes need be made on the website as well as research be conducted in regard to securing a telephone line for the HMAA which would provide a listing with the telephone company and in directories.

Mr. Stapleton then presented information regarding the HMAA golf tournament. The proposed date and location for the tournament would be October 30, 2008 at Tour 18 Golf Club. Mr. Stapleton also discussed the projected costs, sponsorships of various sort, the program of the event and need for volunteers.

The Board members discussed the need to update the website as some Member's information was outdated. Mr. Stapleton advised that former director and president John Britton had expressed his agreement to update the website and the information of the Members. It was also agreed that a mailing to the membership should be done.

The Board then discussed the failure of members to promptly pay their dues. The treasurer had supplied the board with a list of members indicating those who had paid and who had not. It was discussed and agreed that along with the request for information any mailing to the Members should include a reference to payment of dues. The Board also discussed what to do regarding non-paying members.

The Board then discussed whether HMAA member Gray Miller should still be a dues paying member since he had been appointed to the federal bench. It was decided that if the Bylaws allow, Judge Miller should be exempt from paying dues and be made an Honorary Member of the HMAA.

The Board also discussed coordinating a seminar with the local yacht brokers. It was agreed that Mr. Deen, being a former Commodore of the Houston Yacht Club, would be the best person to coordinate such. Mr. Deen agreed to do so and report back to the Board. The scheduling of a training session was discussed. Mr. Hart agreed to discuss the scheduling with his partners who have presented the sessions in the past and would report back to the Board. In conjunction with the issue of a training session, the Board discussed the idea of having a HMAA roundtable or forum and also the possibility of Judge Miller being asked to speak at an HMAA function.

A discussion was had regarding a change of name of HMAA. No consensus was reached and it was agreed to further study the matter. Mr. Stapleton advised that Mr. Britton was working on the arrangements for a HMAA social to be held in January of 2009. Further details would be provided to the Board later. Mr. Seele reminded the Board that the International Congress of Maritime Arbitrators would held in Hamburg from October 5 to 9, 2009 and we should encourage the Members to attend. He also advised that since he was to be a member of the Topics & Agenda Committee of the ICMA, he would certainly solicit HMAA members to consider submitting papers per the ICMA procedures for possible presentation at the Congress.

A discussion was had regarding a newsletter. Mr. Stapleton advised he would discuss such with Mr. Tom Donovan but one should be out in a matter of a week or so.

The Board discussed inserting a request in the newsletter that the membership report to the President or designee, information regarding pending "HMAA" arbitrations. The issues of confidentiality and publication were also discussed.

Mr. Seele advised that Mr. John Elsley had agreed to continue to chair the Law Committee and the Mr. Andy Durham had agreed to continue to serve on the committee. Mr. Seele advised that since he had been elected Chairman, he felt he should resign from

the Law Committee. After discussion, Mr. Deen was elected to replace Mr. Seele on the Law Committee.

Mr. Stapleton reported on the latest information on the medical condition of HMAA Life Member George Chandler. He also advised that the hospital would not allow delivery of flowers and so a card had been sent to Mr. Chandler on behalf of HMAA.

Mr. Seele also noted that he had received information that the New York Society of Maritime Arbitrators was holding an anniversary dinner in September. It was agreed that at some point in time closer to the dinner, a congratulatory communication should be sent to the SMA

There being no further business, the meeting, upon motion made, seconded and approved, was adjourned.

[William H. Seele](#)
Secretary