Chapter 4

Show, Don't Tell: Creative Writing for Arbitrators

by Anja Ipp*

I. INTRODUCTION

> The widely accepted structure for arbitration awards is, from a storytelling perspective, absolute crap.
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> —Bart Legum, GAR Live Stockholm 2018[1]

When you ask people in the arbitration industry—counsel, users, those working at institutions, even arbitrators themselves—how they feel about reading awards from cover to cover, most will sigh, chuckle, or roll their eyes. Reading awards is nobody's favourite part of the job.

We all know the feeling. You have agonised over written submissions, engaged in brain acrobatics to figure out how to build a sturdy case out of whatever evidence is available, and you missed your kids' soccer games to prepare for the hearing. Then, when the award is handed down, you open the last page to look at the operative part of the award. If you won, you make a couple of celebratory phone calls. If you lost, you go get a cup of coffee before sitting down to figure out why your case did not fly with the tribunal. After an hour or two, you have a headache but no idea on how to explain to the client why you lost. Did the tribunal really consider all your arguments? Why did they adopt the other side's interpretation of the contract? Why does the award say nothing about your star witness? Ok, I exaggerate slightly for effect here, but not that much.

My creative writing teacher at University of California Berkeley, Professor Jane, would scribble nuggets of writing advice in red ballpoint pen in the margins of our short stories: Think about the reader! Structure! Show, don't tell! Two decades later, I find myself wanting to do the same when I read arbitration awards. There has been plenty of discussion in the arbitration community about the need to write better awards. But what are the characteristics of a good award? Is it all about including more in-depth reasoning? And how much can arbitrators really deviate from the standard format and language?

The aim of this brief article is to suggest some answers to these questions, drawing on my five years at the Arbitration Institute of the Stockholm Chamber of Commerce and my background as a writer and editor. Having read (or tried to read) hundreds of awards, I argue that there is room for improvement, innovation and creativity in award writing.

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II. BACKGROUND

While arbitration may not be an industry known for its proclivity for innovation and out-of-the-box thinking, the community of arbitration professionals have embraced quite a bit of change over the past few years. In its infancy, expedited arbitration raised serious due process concerns, but is now challenging "regular" arbitration in terms of popularity. The emergency arbitrator procedure was similarly regarded with scepticism when first introduced by the SCC in 2010, but less than a decade later it is offered by all major institutions and widely accepted and used by parties. Most recently on the innovation front, the SCC launched a digital platform for the online administration of cases by tribunals and parties. These are merely a few of many trends and developments showing that arbitration is constantly evolving, and that the arbitration community is open and willing to embrace new practices, models and ideas. Perhaps it is time that this openness be extended to the way in which we draft our end products: the arbitral awards.

I posit that an arbitration is only as good as the final award. While efficiency, expeditiousness and procedural fairness are important, it is the award that is the true measure of quality in arbitration. Excellent procedural management will not make up for an unsatisfactory award, but most parties will probably excuse the tribunal's delays if the award is clear and convincing. For arbitral institutions, most of whom have limited control over the content and format of the final product, this means that the ultimate measure of quality of the service that we provide is in the hands of the arbitrators. Yet there is scarce guidance on how to write a good award; arbitrators are largely on their own when it comes to presenting their decisions and explaining how they arrived at their conclusions.

Most arbitration rules include a requirement that the tribunal should include in the award the reasons for its decisions. In the SCC Arbitration Rules ("SCC Rules"), this language is found in Art 42(1): "The Arbitral Tribunal shall make its award in writing, and, unless otherwise agreed by the parties, shall state the reasons upon which the award is based."[2] Beyond that, the SCC and other arbitration rules provide no guidance as to the structure of the award, or the required or desired depth or format of the tribunal's reasoning.

Institutional guidelines and practice notes for arbitrators do not go much further in telling arbitrators how to present their findings and decisions.[3] The LCIA Notes for Arbitrators and the ICC Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration are silent on the content and structure of the award.[4] The same was true for the SCC Arbitrators' Guidelines until the most recent revision, when some pointers were added to help arbitrators think about award structure and perhaps avoid the most common award-writing pitfalls.[5] The Guidelines do not, however, go as far as suggesting a complete makeover along the lines I sketch out in this article.

Most rules also include an umbrella stipulation requiring the tribunal to "make every reasonable effort to ensure that any award is legally enforceable."[6] Depending on the seat, arbitrators may thus find some guidance in the applicable arbitration law and look to the courts for

guidance on what constitutes "reasons" under the arbitration rules. In most arbitration-friendly jurisdictions, however, the bar for reasons is extremely low; a mere modicum of reasoning is enough for the award to be enforceable. As explained by the Supreme Court of Sweden:

> Providing sufficient legal reasons in an arbitral award is a guardian of the rule of law, as it forces the arbitrators to analyze the legal issues and submitted evidence… [However,] challenge proceedings do not grant grounds for a test of the merits of the arbitral tribunal's conclusions. As a result of the foregoing, and having regard to the difficulties with respect to scope that a qualitative review of the reasons would cause, **only a total lack of reasons, or reasons that are so lacking that they can be equated to a total lack of reasons, can constitute a procedural error**.[7]

In other words, the courts will not evaluate the quality or sufficiency of an arbitrator's reasoning. Moreover, arbitration institutions provide limited guidance, if any. What does this low bar and poor road map mean for the arbitrators? It means freedom. Freedom to be innovative, creative and write the best award possible in every arbitration.

III. THE PARALLELS BETWEEN STORYTELLING AND AWARD WRITING

It may seem at first glance that award writing has nothing in common with—or to learn from—the creative writing genre. Creative writing is about making up a story that will entertain and engage the reader emotionally; in arbitration awards we try to do the opposite, right? We do *not* make stuff up, and our ambition is limited to delivering one or more decisions based on black-letter law, precedent and sound legal and factual analysis. Entertainment or manipulation of feelings is not among the tribunal's ambitions.

But what is a story, really? Professor Jane, my Berkeley writing teacher, would tell you that a story is a piece of writing that contains five elements: *setting, plot, characters, conflict* and *theme.* It is by skilfully weaving these elements together that an author allows the action to develop in a logical way that the reader can follow. A story begins with exposition of the setting and the central characters, then the plot develops through rising action and conflict—conflict between characters or forces is at the centre of every story—that builds up to a climax. At the end of the story, there is always resolution, meaning that the central conflict that constituted the main plotline has been resolved. Finally, the *theme* of the story is its moral, its message, the bigger idea that the story illustrates about society or human nature—or perhaps about business.

Do you see the parallels? Arbitrations are stories, really. The tribunal and parties are the *characters,* and the *setting* is the business or contractual relationship between them. The *plot* develops when things go sour in the parties' relationship, perhaps goods are not delivered as agreed or the parties have different interpretations of an earn-out provision, and when the parties are unable to agree on a way forward, this reveals the central *conflict.* The arbitration ends, as do most stories, with the eventual resolution of that central conflict. The *theme*, then, is what the dispute says about a specific area of law, or how it illustrates the difficulties of certain business ventures or relationships.

If arbitration has all the elements of a story, perhaps we could think of award writing as story telling? Writing a good award becomes an exercise of skilfully telling the story of the parties' relationship, the dispute between them, and how the tribunal resolved that dispute in a fair and convincing way.

IV. PRINCIPLES OF CREATIVE WRITING APPLIED TO ARBITRATION

Aware of the story-like features of the arbitrations before them, arbitrators may consider looking to the field of creative writing for inspiration and guidance on to write the best possible award. In this section I discuss a few key principles of storytelling that translate particularly well to the arbitration context, and that I believe could serve arbitrators in the award writing process. Those principles are (1) Think about the reader, (2) The three-act structure, and (3) Show, don't tell.

IV.A. Think About the Reader

Professor Jane would repeatedly emphasise the point that creative writers *serve* their readers; the reader should always be the writer's most important consideration. A writer must skilfully wield the tools in the literary toolbox—balancing the elements of setting, plot, characters, conflict and theme—to keep the readers interested, engaged and invested in the story. To do this, writers must know and understand who the readers are and what they want or need from the story. In other words, who are you writing for and why?

Arbitrators should ask themselves the same questions. Before putting pen to paper, or fingertips to keyboard, the arbitrator must think about the reader: For whom am I writing the award, and what do they need from me? Taking care to know and think about the audience this way, the arbitrator can tailor the presentation of decisions and reasoning to best serve the parties.

It is often said that the reasoning in an arbitral award is primarily for the losing party, to make him understand why he lost.[8] A well written arbitral award is an award that leaves the losing party feeling heard and satisfied that the tribunal considered its evidence and understood its arguments. Why do we care about the losing party's feelings? Because a satisfied—albeit disappointed—loser is unlikely to pick apart the award and the arbitration process looking for grounds on which to base a challenge. A party who understands why he lost will perceive the arbitral process as fair and desirable, which serves not only the continuing vitality of arbitration, but also the arbitrator looking for future appointments.[9]

On the side of the losing party, the ultimate readers of the award are likely to be business people—the project manager rather than the in-house counsel of a party, let alone the external counsel.[10] These business people have to understand, and hopefully perceive as convincing, how the arbitral tribunal reached its conclusions on the issues with which they are familiar—that is, primarily the facts.[11] Keeping in mind throughout the award writing process that the primary audience is business people on the losing side should encourage arbitrators to demonstrate how they reached their decisions, and to avoid overly legal language.

Based on scores of awards read during my half-decade with the SCC, I would say that one of the keys to writing a "loser-friendly" award is carefully

weighing the parties' evidence and arguments against each other. This may seem obvious. But consider the basic structure of many arbitration awards: (1) claimant's version of the facts and interpretation of the contract; (2) respondent's version of the same thing, and (3) tribunal's version of the same thing. The problem with this model is that (3) at best *explains* the tribunal's own interpretation of the contract or the disputed events. The tribunal often fails to explicitly assess the relative merit of (1) and (2), balancing them against each other and showing why one comes out on top. Too often, arbitrators present their findings and explanations as the objective truth and leave the reader to figure out with whom they agreed and why.

In contrast, a tribunal who thinks of the audience—primarily the losing party—will take care to explain how the process of weighing the parties' submissions against each other resulted in the conclusions reached. Doing so means explicitly referencing the parties' arguments and evidence on specific issues, explaining the applicable legal test or standard, and then explicitly applying that test or standard to the parties' submissions. What losing parties want and need from the award is to understand why the tribunal did not agree with their version of what happened, or their interpretation of the contract or circumstances. A tribunal that thinks about its audience like the creative writer thinks about the reader will cater for the loser's needs by specifically addressing the losing party's central arguments or submissions, acknowledging their relative merit, and then explaining why the tribunal nonetheless came down on the other side. As put by Chinese arbitration practitioner Arthur Ma at a recent panel discussion:

> The tribunal has the mission to convince the parties where they are right and where they are wrong. In a sense, a tribunal, in drafting the award, is no different perhaps from the parties drafting the submissions when they were trying to convince the tribunal to accept their point. At the end of the day, all the parties of course hope they can win, but the award is drafted for the losing side. You have to convince the losing side why they lost the case; why they lost the factual point; why they lost the legal point. You can't just say, as in the example I just mentioned, that because there is no substantial written evidence, all the witness statements are rejected. I think that is not a good way to convince the losing side. The losing side will be so disappointed, especially when they receive the bill from the arbitrators. As legal service providers, we are engaged by the clients and we need to give them attention; **that's why they pay our bills**.[12]

At arbitration institutions such as SCC, we constantly think about the end users of arbitration—the business people that not only pay the bills for the arbitration, but who have the power to include or not to include an SCC arbitration clause in the next contract they enter into. *They* are our audience, those we consider to be the primary readers of arbitration awards, and who must be convinced of the outcome and the fairness of the proceedings, even if they lose.

IV.B. Structure: The Three Acts

As arbitration expert Bart Legum expressed in the quote at the beginning of this article, "the widely accepted structure for arbitration awards is, from a storytelling perspective, absolute crap." Sitting in the audience at the GAR Live event where Legum made this pointed remark, I noticed the familiar snicker of reluctant agreement spread among the rows of gray-suited shoulders. Many in the arbitration community dislike the current standard

model according to which most awards are structured, yet continue to use that same model. But as we explored above, arbitrators have broad creative freedom when it comes to award writing; courts and institutions will not force an arbitrator's hand. Those who dare may rethink the traditional way of structuring awards, and draw some lessons from storytelling.

Most stories are told in three parts, or acts:

First, the set-up. This is where the writer establishes the setting, the characters, and relationships between them. Sometimes the writer starts with an attention-grabbing opening—perhaps a question, a vivid picture created in the reader's mind, or a flash-forward of an event to which the story builds up. Within the first act there is an *inciting incident,* the initial disturbance or dramatic occurrence involving the principal characters that sets everything in motion. In trying to deal with the inciting incident, the characters bring about the first turning point in the story, and reveal the central conflict.

Second, the confrontation. The turning point in the previous act becomes the central conflict or problem, which the characters attempt to resolve. Though *rising action,* the main character develops the knowledge, skills or character necessary to overcome the central problem—solve the murder, save the marriage, or find what was lost. Readers follow along through clues that show cause and effect.

Third, the resolution, or falling action. This is the climax of the story, where the central problem is overcome or the conflict resolved, and loose ends are tied up.

As we noted above, arbitrations have a lot in common with stories—we have a setting, a plot, characters, and resolution of a central conflict. Yet the structure of an arbitral award has little in common with the three-act structure of a story. In the first "act" of an arbitral award there is a lot of procedural details that have little to do with the dispute itself, plus an introduction of the setting, some of the characters, and the relationship between them. In the second "act", the claimant first takes us through the entire plotline, explaining the facts and disputed issues. Then, still in the second act, we go through the entire plotline again, this time from the respondent's perspective. In the third "act", and only in the third, usually more than halfway through the award, the tribunal steps onto the stage to give its version of the story. This structure is quite cumbersome. The reader is tossed hither and thither, and often must do a lot of work to follow along the plotline to the resolution of the central conflict.

In a story, the main character—the protagonist—is the one who resolves the story's central conflict. In an arbitration, the tribunal resolves the central conflict, but does not appear as the protagonist in the story, and in fact enters the stage only in the third act. Why? The purpose of the arbitral award is for the tribunal to render and explain its decisions, yet the tribunal waits backstage for the first two acts. The primary audience, the business people on the losing side, would probably be better served if the tribunal assumed the role of a protagonist narrator, who guided the story from beginning to end. The current practice of using copy-paste to let the parties tell their own parallel versions of the story is not an effective way to engage readers. We all know that.

A bold tribunal may open the first act with an attention-grabbing opening—perhaps even put the operative part of the award at the very beginning, like a flash-forward to which the story then builds up (and we all read the operative part first anyway). The protagonist tribunal would then describe the setting in which the arbitration took place, introduce the parties and the relationship between them. This would include all the undisputed facts and the circumstances, told by the tribunal in its own words. But beware! The tribunal must not distort the facts to support its conclusions. In the words of Lord Bingham, one of the great judges in English history:

> The judge must try and create a coherent and intelligible narrative, but he must ensure that his summaries do not distort. He must not avoid mention of events of which any party reasonably attaches significance, even if that significance is not in his view very great and he should definitely not slant the facts to suit his eventual conclusion. Nothing more quickly undermines confidence in a judgment than a sloppy, incoherent, inaccurate and partial account of events.[13]

Towards the end of the first act, the tribunal would describe the "inciting incident"—the point in the parties' relationship where things went wrong, a deadline was missed, or products failed to meet contract specifications. The central conflict would be revealed as the tribunal accounts for the parties' diverging views on the inciting incident, using specific references to their submissions and arguments.

Once the central conflict is revealed, the second act begins. Through what storytelling calls *confrontation,* the tribunal would develop the knowledge necessary to resolve the central conflict. In other words, this would be the "Sherlock Holmes" part, where the tribunal analyses the dispute between the parties. The point here is to *analyse* the disputed issues, not to *justify* the tribunal's decision (more about this in the next section). When all disputed issues have been analysed, that would mark the end of the second act.

The third act is then the climax of the story, where the central conflict is resolved. Here, the tribunal would weigh up the conclusions reached in the second act and deliver its final decision on the parties' dispute. When delivering the decision, arbitrators who think about the reader may wish to recount the losing party's strongest arguments and offer them some credit. This serves to leave the losing party feeling heard, more satisfied with the arbitration process, and hopefully less likely to challenge the award. For most arbitrations, where the central conflict is really about liability, the issue of quantum would probably come in the third act, as part of the wind-down. After that, the plotline has reached its end, and the tribunal ties up loose ends by ruling on apportionment of costs. If the tribunal did not use the operative part of the award as an attention-grabbing opening, it would also be included at the end.

Where is the procedural history in this storytelling award? Well, to the extent that it is part of the setting, it could be included in the first act. Another idea, which the arbitration community floats now and then, is to move the history to an annex, removing the burden of excessive procedural detail from the narrative flow. I doubt any reviewing court would set aside an arbitral award based on placement of the procedural history. Also, we

should keep in mind that "procedural history" does not have to include everything; the fact that a respondent filed an English translation of Exhibit C-6 on June 15 has no bearing on a court's review of the award.

IV.C. Show, Don't Tell

> Don't tell me the moon is shining; show me the glint of light on the broken glass. —Anton Chekov, Russian 19th century writer

"Show, don't tell" is a central principle of storytelling, a classic piece of writing advice that has been handed down from generation to generation of writers. Yet it can be elusive, hard to grasp, and difficult to apply in practice. What does it mean to *show* and how does one do it?

Consider the experience of reading that a character is a mean person (telling) versus reading a description of that same character kicking a dog (showing). How about "he was nervous" (telling) versus "he tapped his fingers on the tabletop" (showing)? Or "Polly loved to dive into her swimming pool" (telling) versus "With clumsy jubilance, Polly hurled her body from the rattling board and surfaced grinning through the kelp of her own hair" (showing).[14] As Professor Jane would explain, a skilled writer does not tell the reader what to see or what to think, but rather conveys the intended image or message by scenes, description and clues. We all prefer witnessing an event to hearing about it afterwards. This is why master editor Sol Stein urges writers to "show a story" instead of "tell a story." According to Stein, "One of the chief reasons why novels are rejected is that the writer, consciously or not, is reporting a story instead of showing it."[15]

It may not be obvious how to apply "show, don't tell" in the drafting of an arbitration award, where clarity is of paramount importance, and where we are less concerned with the reader's experience than with his or her understanding of our conclusions. Well, perhaps there is a way to accomplish both. Let us look at some examples of "telling" in the arbitration context: "In the opinion of the arbitral tribunal, there is no doubt that" and "in the opinion of the tribunal, the respondent had good reasons for [acting as it did]".[16] We also see arbitrators stating that "the investigation has shown" this or that, or that "there is evidence that supports" a certain conclusion, without showing the reader anything about the details of that investigation or where in the record we can find the evidence. These are all instances of arbitrators telling the parties what the arbitrators have concluded. Does this type of language serve to convince our primary reader, a business person on the losing side, that our conclusions are correct and well-reasoned?

Instead, "showing" in the arbitration context means to present and evaluate the parties' evidence and analyse their arguments in a systematic, reader-friendly fashion—a sort of rising action that builds up to the climax of the story, where the tribunal presents its decisions based on the foregoing analysis. Consider the subtle but very important difference between analysis and reasons; analysis shows the reader how the tribunal *arrived at* its conclusion, whereas reasons *justify* that same conclusion. Analysis precedes the decision and is more conducive to "showing", whereas reasons come after the decision has been made and is more likely to involve "telling". Accordingly, arbitrators concerned with convincing the audience that the decision is fair and correct—and thereby reducing the risk of challenges to the award and increasing the chances of future appointments—may want to

shift their perspective away from reasons and move towards a greater focus on analysis. In practice, this means, in the second "act" of the award, introducing each disputed issue, clearly stating the applicable legal rule or standard, applying that rule or standard to the parties' arguments and evidence, and arriving at the conclusion. Through analysis, the tribunal shows the parties how the story's central conflict is resolved.

Finally, a few words about language. The vocabulary, sentence structure and tone required for "showing" may be more descriptive, colourful, and informal than what we are used to seeing in arbitral awards. This may make us uncomfortable, since most of us are used to combine sophisticated words into complex sentences with a formal tone. But perhaps we must question that discomfort, and ask ourselves why we insist on writing like lawyers when our primary audience consists of business people? Arbitrators are not judges, and there is no requirement that they write like judges. In fact, there is often nothing forcing judges to write like judges, other than tradition and expectation. I will let master editor Sol Stein make my point for me:

> [J]ust because people work for an institution, they don't have to write like one. Institutions can be warmed up. Administrators can be turned into human beings. Information can be imparted clearly and without pomposity. You only have to remember that readers identify with people. Not with abstractions like "profitability," or with Latinate nouns like "utilization" and "implementation," or inert constructions in which nobody can be visualized doing something: pre-feasibility study in the paperwork stage.[17]

V. CONCLUSION

In case you approached this article like a typical arbitration award and skipped straight to the operative part—Welcome! In the preceding pages, I have concluded that:

The reasoning in most awards meet the requirements set by applicable arbitration law and rules, yet most of us cringe at the thought of reading an award from beginning to end;

Arbitrations contain all the elements of a story, namely setting, characters, plot, conflict, and theme; and

Arbitrators will write better awards if they apply some principles of effective storytelling. Specifically:

Think about the reader. The primary audience of the arbitral award are the business people on the losing side. If they understand why they lost, they are unlikely to challenge the award, and likely to include arbitration clauses in their contracts.

Use a three-act structure. The standard model for arbitral awards is cumbersome. Readers can more easily follow a plotline from set-up to resolution if it is clearly narrated by the tribunal, with references to the parties' evidence and arguments.

Show, don't tell. Analysis shows readers how the tribunal arrived at its conclusion, whereas reasons justify that same conclusion. They are more likely to agree with the conclusion if we showed them the way there.

Now, if you have the time and the inclination, go get a cup of coffee and flip back to the section that looks more interesting. See you there.

NOTES

1. Remarks by Bart Legum, GAR Live Stockholm *Lookback: how to write an arbitral award*, 17 May 2019, available at https://globalarbitrationreview.com/article/1193111/gar-live-stockholm-lookback-how-to-write-an-arbitral-award
2. cf. Art 32(2) of the ICC Rules; Art. 34(2) of the UNCITRAL Rules; Art 26.2 of the LCIA Rules (2014).
3. See Felix Dasser and Emmanuel O. Igbokwe, "The Award and the Courts, Efficient Drafting of the Arbitral Award: Traditional Ways Revisited—Lesson Learned from the Past?", in Christian Klausegger, Peter Klein , et al. (eds), *Austrian Yearbook on International Arbitration 2019*, pp. 280-81.
4. https://www.lcia.org/adr-services/lcia-notes-for-arbitrators.aspx#6.7%20The%20Award
5. https://sccinstitute.com/media/1067295/scc-guidelines-for-arbitrators.pdf
6. Art. 2(2) of the SCC Rules.
7. Decision of the Supreme Court of Sweden, 31 March 2009, Case No. T 4387-07/NJA 2009 s. 128, available at https://www.arbitration.sccinstitute.com/Swedish-Arbitration-Portal/Supreme-Court/The-Supreme-Court2/The-Supreme-Court/d_1023208-decision-of-the-supreme-court-of-sweden-31-march-2009-case-no.-t-4387-07nja-2009-s.-128?search=hochtieff
8. The winning party, while less inclined to read every word of the award, may still be interested in the arbitral tribunal's reasoning to the extent that it affects the winning party's business going forward. Perhaps the tribunal's reasoning causes the party to reconsider its General Terms and Conditions or to restructure certain agreements to remove ambiguities and avoid expensive arbitrations in the future. See Felix Dasser and Emmanuel O. Igbokwe, "The Award and the Courts, Efficient Drafting of the Arbitral Award: Traditional Ways Revisited—Lesson Learned from the Past?", in Christian Klausegger, Peter Klein , et al. (eds), *Austrian Yearbook on International Arbitration 2019*, pp. 285.
9. R. Doak Bishop, "The Quality of Arbitral Decision-Making and Justification", *World Arbitration & Mediation Review* vol 7:1 (2013) at 250.
10. Remarks by Philipp Habegger, GAR Live Stockholm Lookback: how to write an arbitral award, 17 May 2019, available at https://globalarbitrationreview.com/article/1193111/gar-live-stockholm-lookback-how-to-write-an-arbitral-award
11. id.
12. Remarks by Arthur Ma, "GAR Live Stockholm Lookback: how to write an arbitral award", 17 May 2019, available at https://globalarbitrationreview.com/article/1193111/gar-live-stockholm-lookback-how-to-write-an-arbitral-award
13. R. Doak Bishop, "The Quality of Arbitral Decision-Making and Justification", *World Arbitration & Mediation Review* vol 7:1 (2013) at 246.
14. See Sol Stein, "Stein on Writing: A Master Editor of Some of the Most Successful Writers of Our Century Shares his Craft Techniques and Strategies", St. Martin's Griffin (1995) at 124-26.
15. See Sol Stein, "Stein on Writing: A Master Editor of Some of the Most Successful Writers of Our Century Shares his Craft Techniques and Strategies", *St. Martin's Griffin* (1995) at 123.
16. These specific wordings are pulled from a relatively recent award where three senior arbitrators dismissed claims totalling EUR 40 million.
17. William Zinsser, "On Writing Well: The Classic Guide to Writing Nonfiction", *Harper Quill* (2001) at 166-167.