

Welcome to the second edition of Volume 5 of *The Vindobona Journal of International Commercial Law and Arbitration*.

In this edition we present two comparative law essays concerning different aspects of the CISG:

- sales-related issues not covered by the UN Convention on Contracts for International Sale of Goods (CISG) are looked at under Italian law by *Avv. Carlo Mastellone*; and
- *Indraneel Basu Majumdar* and *Srishti Jha* provide a comparative overview between the CISG and Indian law concerning damages arising from international sales.

Following on from these articles is a review of a conference held in Vienna earlier this year, “The Challenging World of Arbitration”, along with transcripts of the presentation given by *Constantine Partasides* and the luncheon address by *Fali Nariman*.

Leigh Duthie and *Anthony Whelan*, by reference to the Australian case of *John Holland Pty Ltd v Toyo Engineering Corporation* [2001], examine “parallel proceedings” - a scenario where the winning party at arbitration seeks to enforce an arbitral award, while the losing party seeks to stay these proceedings until impeachment proceedings it has instituted to set aside the award in a (different) country of origin have been resolved.

We also have two special features in this edition. *Jeff Waincymer*, a team coach in the Willem C Vis International Commercial Arbitration Moot since the event’s inception, sets out his personal thoughts on his experiences in this role. I believe that this paper will be of interest and benefit to a wide audience - prospective participants in the Moot, whether students, arbitrators or even coaches; and past participants in their approach to further legal education.

Our second special feature is an invitation to co-venture with *Professor Albert Kritzer* and *Dr Loukas Mistelis* to serve our profession and the world community by collaborating on case translations on the CISG – otherwise referred to as “Dragon Taming”. This paper describes the process of “Taming the Dragons of Uniform Law”, and includes the authors’ most recent report on sharings of judicial reasoning in 225 English texts and English translations of court decisions and arbitral awards on the CISG.

Martin Eimer reports on the American appellate court decision of *Bowen v. Amoco Pipeline Co.* (2001), which took a contrary approach for the first time to arbitration agreements seeking extended judicial review of awards.

This edition concludes with a book review of *The Work of UNCITRAL on Arbitration and Conciliation* - and a personal tribute to its author, Professor Pieter Sanders - by *Martin Hunter*.

In closing, we would like to thank a number of people for their support, advice and encouragement during what has been a busy and remarkable year for many: our readers, our contributors, the International Board of the MAA, Jen Martin, and our Board of Advisors. We also extend the following SEASONS GREETINGS^{*1}, and look forward to further developing the Journal with you in the New Year.

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