

RESPONSE TO A BOOK REPORT

Dear editors,

Before I start my response to the Report on my new book on online arbitration that you have published at pp 96 – 98 above, I want to let you know that I found an error in your Report on my book, the use of ‘if’ instead of ‘of’ in the following paragraph: ‘...The first part of chapter 1 is discounted because the author takes the reader through the developments if ecommerce and the internet generally,...’.¹

And now let me start, I fully respect your point of view on my book, which has been included in the above Report. The fact remains, however, that my book is not a holy book. Rather, it is a book written by a human being. Therefore, I do believe that I have a right to respond, and I hope that you will post this letter on the website of the above Review and will publish in the Review.

As you know well, my book dealt with a very hard and heated topic in the field of law, focusing on many jurisdictions from both theoretical and practical perspectives. For that reason, Prof. Dr. Ethan Katsh, the founder of online dispute resolution, has written in praise of this book, as you might have noted. In addition, several prestigious international commercial arbitration institutions and online dispute resolution centres around the world have posted reviews of this book on their official websites, including the International Council for Commercial Arbitration,² Kluwer Arbitration,³ the National Centre for Technology & and Dispute Resolution of University of Massachusetts,⁴ the Russian Arbitration Association,⁵ and *LatinoAmerica*.⁶

This clearly shows that my book has been received well by the arbitration community, and by the online dispute resolution (‘ODR’) community.

¹ The editors thank Assistant Professor of Law Ihab Amro for pointing out this error. The error has been corrected.

² <http://www.youngicca-blog.com/online-arbitration-in-theory-and-in-practice-a-comparative-study-in-common-law-and-civil-law-countries/>.

³ <http://arbitrationblog.kluwerarbitration.com/author/ihab-amro/>.

⁴ <http://odr.info/new-book-on-online-arbitration/>.

⁵ <https://journal.arbitration.ru/reviews/review-online-arbitration-in-theory-and-in-practice-a-comparative-study-in-common-law-and-civil-law/>.

⁶ <http://odrlatinoamerica.com/ihab-amro-online-arbitration/>.

Apart from that, my book has been included in the databases of most prestigious universities and international law institutions, including, but not limited to, the UN Commission on International Trade Law (UNCITRAL), the International Institute for the Unification of Private Law (UNIDROIT), the Peace Palace Library in the Hague, Harvard Law School, the Bodleian Libraries of the University of Oxford, Cambridge University Library, Stanford Law School, and Yale Law School.

I would like to let you know that your Report, with respect, has not mentioned any good words about my work, which took more than four years of hard work. I have already read the other reports you kindly provided in the Review, and found that you gave them positive feedback, despite the fact that the topic of my book is more interesting and more valuable, based on the ratings made by international websites, including ‘BookAuthority’.⁷

For your kind information, ‘BookAuthority’ has selected my book as one of the best civil law and arbitration law books in 2019. As featured on CNN, Forbes, and INC., ‘BookAuthority’ identifies and rates the best books in the world based on the number of sales as well as based on recommendations made by experts in the pertinent field.

Below, you may wish to look at some of my comments on your Report in detail:

1. You insisted that there is no difference between e-commerce contracts and distance selling, while the difference is so clear in the hypothesis included in my book, see pp. 11-12. To the best of my knowledge, national laws have clarified this difference well. Also, you mentioned that there is no difference between e-commerce contracts and smart contracts, while the difference is so clear, see pp. 4-5. According to certain commentators and best practices, there is a flagrant difference between e-commerce contracts and smart contracts. To conclude, from both factual ‘practical’

⁷ <https://bookauthority.org/>. Editorial note: BookAuthority is owned and operated by Lifehack Labs, and is an Amazon Associate. There is no indication of who or what Lifehack Labs are or where they are physically located.

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and legal 'legislative' perspectives, e-commerce contracts differ from distance selling and smart contracts. There is no doubt on this difference, especially that national laws and international regulations have not yet regulated smart contracts as part of e-commerce contracts. Therefore, I would kindly advise you to deepen your knowledge on both distance selling and smart contracts.

2. On the citation of older articles (resources)

The use of old articles and books 'resources' is not a weakness of any book, rather, some old resources may include very useful information, especially those written by distinguished professors and scholars who have played a role in the creation and in the development of this new field, including Prof. Dr. Ethan Katsh. I have not heard about any restrictions on the use of old resources yet.

3. On the list of case law

You mentioned that the list of case law is disappointing, and you ignored the number of cases provided from both common law and civil law countries (27 based on your Report). As you may know, finding cases on these new issues was a hard mission for me as an author. In addition, I provided cases from common law and civil law jurisdictions on several topics, including, but not limited to, online arbitration agreements, electronic commerce contracts, and consumer contracts. I looked at the cases you kindly referred to in your Report while I was editing my book and found that the cases I included in the book served my arguments better than the cases you kindly referred to. I am the author of the book and I have a right to decide on how to deal with the pertinent issues in theory and in practice based on my main argument and hypothesis.

4. On the meaning of 'in writing' in jurisdictions

You mentioned that I did not consider the meaning of 'in writing' in many jurisdictions. To reply to your comment, I can argue that it was not my main mission to analyse all the cases pertaining to this issue. I wanted to provide clear examples on this important issue from different jurisdictions, both common law and civil law that help the reader to understand my

argument. On this matter, you kindly referred to jurisdictions included in some of your publications, but I am under no obligation to refer to 46 jurisdictions on a specific issue, simply because I wanted to provide some examples on this issue that serve my main argument, as stated above. It was not intended from the beginning to analyse case law of 46 jurisdictions for each issue discussed in the book for reasons that I correctly estimated. These reasons related to the envisaged substance of my book, and to the intended outcomes.

5. On the form of the book, including the list of cases

There are different ways, or 'methods', for organizing such lists, and I am under no obligation to use a specific way that some other distinguished colleague's use or prefer. In my book, the cases were listed based on their use in the book, i.e. based on the chapters: one, two, and three ... etc. This also applies to the list of legislation. On the list of websites, please consider the phrase 'accessed' along with the date of the access to the link. It is not my problem if the owners/administrators of some websites have decided to use other URLs after I used their websites in my book. In sum, as an author, I believe that I have a right to estimate the best way to organise such lists based on the vision I intended to present in my book in relation to formality issues.

Conclusion

I am really astonished that you ignored the extensive and deep analysis of national laws, judicial precedents, international conventions, and the new legal and the technological matters such as online platforms, online payments, online arbitration agreements, aside from the link between online arbitration and consumer contacts in both common law and civil law countries. I am wondering which kind of comparative study you wanted me to present in order to prove the comparative feature of this volume, which was clear and comprehensive.

I am glad that most distinguished colleagues in the field of law generally, and in the field of arbitration and ODR particularly, have provided me very positive feedback on this book, which has established, according to some of them, a new and a unique

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contribution to the field of law. I feel that I got it back through their prestigious professional behaviour.

Finally, and possibly most importantly, I was a self-financed researcher for a year while I was working on this book. This dictated the coverage of my living expenses, aside from covering all other expenses that related to the book itself. I am telling you that in order to realise the sacrifices I made to bring this book to light, which reflected a hard-working effort. In that, a word of thanks is due to those distinguished colleagues of both common law and civil law jurisdictions who made every effort possible to bring this book to light by their unprecedented personal and professional support, which I highly appreciate.

With my kindest regards,

Ihab Amro, dr. jur.