

not mention discovery. Thus, Voyles was “taking advantage of judicial discovery procedures not available in arbitration.”

As a result of these actions by the defendants, the court of appeals found that Wahls was potentially prejudiced by the additional trouble and expense of responding to discovery that may not be required in arbitration. Accordingly, the court found that the defendants had waived their contractual right to arbitration and upheld the denial of Voyles’ and Chrysler Financial’s motions to stay and compel arbitration.

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News and Case Notes

Deadline for contributions to the next edition of the Atlanta Bar Construction Section Newsletter and Georgia Construction Law Update: **April 15, 2009**.

Especially needed are feature length articles. These articles should be between 4 and 6 pages in length, double-spaced. Should you be interested in contributing an article of this nature, please contact the newsletter editor, **Deborah Butera**, at dbutera@shapirofussell.com or at (404) 870-2204.

The Construction Section is especially grateful to **Debbie Maron, Esq.**, Account Manager at **Thompson-West**, for her generous support of the Section’s Newsletter and Georgia Construction Law Update and that of **Thompson-West**.

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