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Note 1: This index focuses on legal issues and on the arbitral and judicial decisions under consideration. The summaries, parties' arguments, facts and ancillary documents are indexed only to the extent they are essential to an understanding of the legal issues. It has been designed in such a way as to be amenable to developing ICSID case law, so far as appropriate adopting the terminology of the index to C. H. Schreuer: *The ICSID Convention: A Commentary* (Cambridge University Press, 2009).

Note 2: For procedural points reference should be made to individual conventions by Article and the various Rules headings. References are included under subject headings only where the point at issue is the subject of debate.

Note 3: References to cases are to substantial discussion of those cases, not to the original report of the case.

Note 4: Dates of treaties normally refer to the date of signature, not entry into force.

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¹ Entries under this heading relate principally to sources of applicable law or means of deciding what law is applicable in the context of an ICSID arbitration. For applicable law in the context of a particular subject area reference should be made to subject matter headings such as 'applicable law (compensation (expropriation / nationalization))' or 'interpretation (NAFTA), applicable law'.



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Cambridge University Press
978-0-521-89989-5 - ICSID Reports, Volume 15
Edited by James Crawford and Karen Lee
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