Fourth Issue of 2008's Journal du Droit International

The fourth issue of French *Journal du Droit International* (also known as *Clunet*) will shortly be released. It contains three articles dealing with conflict issues.

The first is authored by Mathias Audit, a professor of Private International Law at the University of Cergy Pontoise. The article deals with Procurement Contracts Concluded by International Organizations *(Les contrats de travaux, de fournitures et de services passés par les organisations internationales*). The English abstract reads:

> *In order to carry out assigned missions or merely to ensure their proper functioning, international organisations enter into procurement agreements that have the specificity to bring together a subject of international public law and a subject of internal law, namely the institution's co-contractor. This peculiar legal status, on the verge of several legal systems, gives a special quality to the rules applicable to tender offer procedures as well as the final contracts themselves.*

In the second article, Didier Lamethe, the Secretary General of French electricity company Electricité de France (EDF International) discusses Closing Memorandums in the Context of Share Purchase Agreements (*L'accord de cloture : l'exemple des cessions internationales de participations. Antropologie d'une création contractuelle empirique*). The English abstract reads:

> *With regard to Shares Purchase Agreements, the Closing Memorandum was developed by practitioners in order to achieve better legal certainty. Meeting some opposition, it first remained unknown and proved in practice difficult to enforce. Organised as a categorised and detailed chronology of actions to be performed prior and subsequent to the transfer, it includes a financial aspect and covers several administrative items to comply with in order to achieve the transfer. The scope of the memorandum progressively got larger with time and practice to such an extend that it now belongs to the category of useful and recognised international contractual practices. Yet this framework could still*

evolve in a unexpected manner.

Finally, I am the author of the third article. The paper revisits the Principle of Territoriality of Enforcement (*Le principe de territorialité des voies d'exécution*). Here is the abstract:

> *The French law of enforcement has long been dominated by a principle of territoriality. The principle was understood as prohibiting attachments purporting to reach foreign assets. However, recent cases of the French supreme court have accepted that French enforcement authorities could validly reach accounts opened in foreign branches.*
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> *The article revisits the foundation of the principle of territoriality of enforcement. As the principle has traditionally been presented as a direct consequence of a rule of international law, the first part of the essay discusses the relevance of the rules of international law which could be the source of the principle. It finds that the relevant rule is the territoriality of the actions of state organs, and that international law does not prohibit the attachment of assets situated abroad as long as enforcement operations are conducted in the state of origin. As a consequence, it is critical of the judgement of the House of Lords in Société Eram Shipping. The second part of the Article explores whether Article 22-5 of the Brussels I Regulation instituted a different principle of territoriality or merely incorporated the rule of international law in European law. Finally, in the third part, the issues of the risk of double payment and the recognition of foreign enforcement acts are discussed.*

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