


Third Issue of 2009's Journal du Droit International

The third issue of French *Journal du Droit International* (also known as *Clunet*) has just been released. It contains two articles dealing with conflict issues. 

The first is authored by Dr. Carine Brière, who lectures at the University of Rouen. It discusses the coordination of sources in the European private international law of contract (*Le droit international privé européen des contrats et la coordination des sources*). The English abstract reads:

The recent conversion of the Rome Convention into a Community instrument is an opportunity to study the harmonization of sources concerning International European private contract law. Rome I regulation consists of several rules which aim to enable the balanced co-existence of different sources, sometimes to the detriment of the uniformity and legibility for the legal expert in rules applicable within the European legal sphere. This question of source coordination is not only considered in terms of application in time but also regarding territorial and material scope and concerns both EU institutions legislation as well as Rome I regulation and international conventions.

The second article is authored by Dr. Marie-Camille Pitton, a lawyer at Orrick, Rambaud, Martel (Paris). It offers a Franco-English perspective on Article 5-1, b, of the Brussels I Regulation (*L'article 5, 1, b dans la jurisprudence franco-britannique, ou le droit comparé au secours des compétences spéciales du règlement (CEE) n° 44/2001*). The English abstract reads:

The issue of the determination of the proper jurisdiction to hear contractual disputes was given a fresh perspective with the adoption of Regulation 44/2001. Article 5, 1 b of the Regulation provides for special jurisdiction in matters relating to a contract for the sale of goods or a contract for the provision of services. The purpose of this article was to simplify the determination of the proper forum to hear the case, which does not longer depend on the application of the method defined in the cases De Bloos/Tessili. However, new difficulties came to light when the courts were faced with establishing (a) the existence of

the contract for the sale of goods or contract for the provision of services and (b) the place of performance of the contracts. The treatment of these difficulties by the courts is studied from a French/English perspective, this comparative approach being an informative tool to assess the respective efficiency of the Tribunal's decisions.

Articles of the *Journal* are available online for lexisnexis subscribers.