


Third Issue of 2010's Journal du Droit International

The third issue of French *Journal du droit international* (*Clunet*) for 2010 was just released. 

It includes four articles and several casenotes. Two of the articles deal with conflict issues.

The first one is authored by Nabil Ferjani and Véronique Huet and discusses the impact of embargo United Nation decisions on the performance of international contracts (*L'impact de la décision onusienne d'embargo sur l'exécution des contrats internationaux*). The English abstract reads:

Generally, an international contract has to be studied in a very large context, in relation with political, juridical and economic circumstances in what it takes place. This is all right if we consider the juridical order to the conclusion of this form of contract during all its existence. The international doctrine gives a good place to contractual clauses and to their interpretation by arbiters of international commerce. Defined as a temporary measure, the pre-judicial decision of embargo, adopted as by UNI, as unilaterally, as by regional organizations, ended as soon as the infractions of a State have been finished, in period of armed or post-conflict, in the only goal to end the violation of the international legality. The smart sanctions adopted by Security Council of the United Nations these last years have to be considered as a just and proportionate appreciation of humanitarian situations of suffering people.

The second one is authored by Bernard Haftel, who lectures at the University of Orleans, and discusses the uniform interpretation of the Rome I Regulation (*Entre Rome II et Bruxelles I. L'interprétation communautaire uniforme du Règlement Rome I*). The English abstract reads:

Last-born among European Union Private International Law, the « Rome I » Regulation establishes rules concerning the law applicable to contracts. Thus, some of its notions and terms are also in use in other European Union Regulations concerning Private International Law such as the « Brussels I » and

the « Rome II » Regulations. « Rome I » and « Rome II » deal with the same legal issue - i.e. choice of Law - but one focuses on the contractual side while the other considers the non-contractual side of obligations. « Rome I » and « Brussels I » both deal with matters relating to contracts, the former establishing the Choice of Law rules while the latter deals with Jurisdiction. Therefore, a study of these regulations seems necessary in order to determine to what extent the interpretations adopted by the Court of Justice for one of these Regulations should, or shouldn't, be used for the others.