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The second issue of 2011 of the Dutch journal on Private International Law, *Nederlands Internationaal Privaatrecht* includes the following articles on the Brussels I Recast (contributions on Provisional Measures and Arbitration), Service of Documents and the new Chinese Private International Law Act:

Jolien Kruit, Voorlopige maatregelen: belangrijke wijzigingen op komst voor de (natte) praktijk!?, p. 271-279. The English abstract reads:

In its proposal to amend the Brussels I Regulation (COM(2010) 748), the European Committee has proposed several changes to the current rules on provisional, including protective, measures, as set out in Article 31 of the Brussel I Regulation and the case law of the European Court of Justice. Most strikingly, the Committee has proposed (1) that an obligation be implemented for the preliminary judge to cooperate with the Court where proceedings are pending as to the substance; and (2) that provisional measures, including – subject to certain conditions – measures which have been granted ex parte, are to be enforced and recognized, if they have been granted by a Court having jurisdiction on the substance of the case. This paper discusses these suggested changes and their consequences for daily practice. It is argued that if the proposed changes are implemented as suggested, serious problems may arise and that the Courts will have to give a reasonable interpretation to the provisions in order to create a practicable and useful regime.

Jacomijn J. van Haersolte-vanHof, The Commission's Proposal to amend the arbitration exception should be embraced!, p. 280-288. An excerpt from the introduction reads:

This contribution will first address the current state of the law, based on the present text of Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the 'Regulation') and the main case law of the European Court of Justice. Furthermore, the background and contents of the Commission Proposal1 will be discussed. This leads to an overview of the main reasons why

the Commission's Proposal for a review of this Regulation should be accepted. (…) this contribution is based on the role attributed to the author at the Colloquium held on 25 January 2011 in The Hague, organized by the T.M.C. Asser Institute and the Stichting Dutch Legal Network for Shipping Transport, namely to defend the Commission's Proposal. In fact, this role had been designated even before the Commission's point of view had been published. The author was happy to defend this position, also when the Commission's Proposal was released. At the same time, it should be noted that, initially, the author hoped for and supported a more exhaustive solution for arbitration to be incorporated into the Regulation. Nevertheless, a partial solution at this stage is to be preferred over the complete absence of any solution. But, as this contribution will show, it is not easy to provide for a partial solution. Hopefully, the legislative process will allow certain amendments and fine-tuning further to improve the present Proposal.

Vesna Lazic, The amendment to the arbitration exception suggested in the Commission's Proposal: the reasons as to why it should be rejected, p. 289-298. The conclusion reads:

The solution suggested in the Commission's Proposal is both disproportionate and inadequate to meet the needs of the commercial parties. There is a clear discrepancy between the 'problem' allegedly intended to be resolved and the amendments suggested in the Proposal for doing so. The suggested measure of transferring the court intervention in the pre-arbitration phase from one jurisdiction to another can hardly be explained by reasons such as 'enhancing the effectiveness of arbitration agreements' and enhancing the attractiveness of arbitrating in the EU. Particularly erroneous and inadequate is the suggested and presumed binding nature of the decision on the validity of an arbitration agreement, without providing for at least a minimal level of uniformity. It is exactly because the 1958 New York Convention regulates only some instances of court 'intervention' that it is preferable to have a separate instrument within which all relevant aspects would be dealt with. Such an instrument would serve as a genuine supplement to the 1985 New York Convention. It would be a proper means to overcome the undesirable effects of those provisions that proved outdated and, as such, unsuitable for modern business or that have given rise to difficulties and discrepancies in interpretation by national courts. Such a carefully drafted instrument would truly enhance the attractiveness of arbitrating within the EU. Partial solutions in the form of poorly drafted and vaguely worded

amendments are counterproductive as they will only be driving away potential users from arbitrating in Europe. Unfortunately, it does not seem likely that the Commission will follow that path and address all the issues in one EU instrument. Numerous interventions, commentaries on the Green Paper and clear preferences for not dealing with issues concerning the interface between arbitration and litigation within the Regulation have obviously been ignored. Thus, it is unrealistic to expect that any comments and suggestions to that effect will have any relevance in the future. Yet if the Commission wishes to pursue the approach of a '(partial) deletion of the arbitration exception' it is perhaps not too much to expect that the context and the wording of the amendment will be substantially reconsidered and revised. Thereby an approach comparable to Article VI(3) of the European Convention may be a suitable solution. This may be combined with prima facie control over the validity of arbitration agreements by the court seised when no arbitration has yet been initiated. Such an approach would ensure the full effectiveness of arbitration agreements.

Chr. F. Kroes, Bij nader inzien: de Hoge Raad komt terug van zijn opvatting dat bij de kantoorbetekening ex artikel 63 Rv ook het Haags Betekeningsverdrag moet worden gevolgd, p. 299-302 [Annotation to Hoge Raad 4 februari 2011, nr. 10/04456, LJN: BP0006 (NIPR 2011, 222) en nr. 10/05104, LJN: BP 3105 (NIPR 2011, 223). The English abstract reads:

Until recently, the Supreme Court held that national service at the office address of a party's counsel in the first instance ('office service') was not sufficient if the defendant had his/her domicile in a Member State of an international instrument on service abroad (an EU Regulation or a treaty). In such a case, the plaintiff should also adhere to the requirements for service under that instrument. The Supreme Court has now completely reversed its position. With regard to the Service Regulation II, it decided on 18 December 2009 that, in case the Service Regulation II would otherwise be applicable, office service is sufficient. On 4 February 2011, the Supreme Court handed down two decisions that make clear that the same applies in cases where defendants have their domicile in Member States of the Hague Convention on Service in Civil and Commercial Cases 1965. No doubt, these decisions are pragmatic. However, there are objections. First, it is unclear what effort a party's counsel must make in order to make sure that the document that has been served actually reaches his client. In most cases, this will not be a problem, but if counsel has lost contact, it certainly will be. Such an

inability to reach the client will go unnoticed by the court that will then simply proceed by default. Secondly, problems with recognition and enforcement outside of the Netherlands may result from such an office service.

Ning Zhao, The first codification of choice-of-law rules in the People's Republic of China: an overview, p. 303-311. The conclusion reads:

Given the continued economic growth and the ever-increasing number of foreign-related civil relations in the PRC, the enactment of the Statute is certainly a timely one. With this Statute, the legislator has succeeded in achieving the goals of codifying substantial parts of choice-of-law rules, and keeping them in line with major developments achieved in international and national codifications and reforms in this field. In spite of the influence of other codifications, the Chinese legislator has made this Statute suitable for Chinese social reality. From the foregoing, it is clear that the Statute gives preference to legal certainty and conflicts justice over flexibility and substantive justice. The Statute incorporates many of the most advanced developments in the field of choice of law, in that it modernizes and systematizes the rules that are currently in force. Parties in dispute and practitioners will certainly benefit from the clear and transparent rules prescribed in the Statute, and those rules will also facilitate the adjudication of international civil disputes by Chinese courts. Thus, as the first codification of choice-of-law rules in China, the Statute opens a new page for Chinese private international law. It is probably too early to draw a conclusion as to the effectiveness of the Statute, as only practice will put the advantages and inconvenience of the Statute into perspective. Nevertheless, the Statute seems to have the potential to succeed as a basic body of law in regulating choice-of-law problems in foreign related civil relations.