

# Revue Critique de droit international privé - issue 2024/1

*Written by Hadrien Pauchard (assistant researcher at Sciences Po Law School)*

The first issue of the *Revue Critique de droit international privé* of 2024 was released a few months ago. It contains 2 articles and several case notes. Once again, the doctrinal part has been made available in English on the editor's website (for registered users and institutions).

The opening article is authored by Dr. Nicolas Nord (Université de Strasbourg) and tackles the crucial yet often overlooked issue of *L'officier d'état civil et le droit étranger. Analyse critique et prospective d'une défaillance française* (Civil registrars and foreign law. A critical and prospective analysis of a French failure). Its abstract reads as follows:

*In international situations, French civil registrars may frequently be confronted with the application of foreign law. However, by virtue of the General Instruction on Civil Status and other administrative texts, they are under no obligation to establish the content of foreign law and can be satisfied with the sole elements reported by requesting private individuals. This solution certainly has the advantage of simplifying the task of civil registrars, who are not legal professionals. However, it leads to inconsistencies within the French legal system. The article therefore recommends reversing the principle and creating a duty for the French authority in this area. However, the burden should be lightened by facilitating access to the content of foreign law. Concrete proposals are put forward to this end, both internally and through international cooperation.*

In the second article, Prof. David Sindres (Université d'Angers) addresses the complex question of the scope of jurisdiction clauses, through the critical discussion of recent case law on whether *Le « destinataire réel » des marchandises peut-il se voir opposer la clause attributive de compétence convenue entre le chargeur et le transporteur maritime ?* (Can the "actual addressee" of the goods be submitted to the jurisdiction clause agreed between the shipper and the maritime carrier?). The abstract reads as follows:

*In two notable decisions, the French Cour de cassation has ruled that the case law of the Court of Justice Tilly Russ/Coreck Maritime is strictly confined to the third-party bearer of a bill of lading or sea waybill, and cannot be applied to the “actual addressee” of the goods. Thus, unlike the third party bearer, the “actual addressee” cannot be submitted to the clause agreed between the shipper and the maritime carrier and inserted in a bill of lading or a sea waybill, even if he has succeeded to the rights and obligations of the shipper under the applicable national law, or has given his consent to the clause under the conditions laid down in article 25 of the Brussels I bis regulation. The distinction thus made by the Cour de cassation with regard to the enforceability against third parties of jurisdiction clauses agreed between shippers and carriers cannot be easily justified. Indeed, it is in no way required by the Tilly Russ and Coreck Maritime rulings and is even difficult to reconcile with them. Furthermore, insofar as it may lead to the non-application of a jurisdiction clause to an actual addressee who has nevertheless consented to it under the conditions of article 25 of the Brussels I bis regulation, it fails to meet the requirements of this text.*

The full table of contents is available [here](#).

The second issue of 2024 has been released and will be presented shortly on this blog.

Previous issues of the Revue Critique (from 2010 to 2022) are available on Cairn.