1st Issue of Journal of Private International Law for 2026

The first issue of the Journal of Private International Law for 2026 was published today. It contains the following articles:

Guillaume Laganière, “Foreign law, appellate review and mixed legal traditions in Quebec”
This article investigates the appellate review of foreign law findings, with a particular focus on the Canadian province of Quebec, where rules of private law follow the civil law tradition but remain influenced by the common law in relevant areas such as civil procedure and evidence. The first part of the article describes how the procedural treatment of foreign law in Quebec has evolved from a rigid application of English law’s fact doctrine to a more nuanced (and civilian) characterisation in the 1994 Civil Code of Quebec. The second part of the article examines appellate jurisprudence originating in Quebec and suggests that the province’s legal mixity can inform the scope of appellate review, by emphasising the importance of context over the abstract characterisation of foreign law as a whole.

Zeno Crespi Reghizzi, “State international responsibility for breach of private international law treaties”
As with all treaties, private international law treaties are sources of international obligations, the violation of which forms an internationally wrongful act entailing the international responsibility of the state that has committed it. Despite the scarcity of inter-state disputes on this subject matter, identifying the consequences of the breach of a private international law treaty by a state party could contribute to a better understanding of how these treaties work and whether international state responsibility represents a useful tool to ensure their effectiveness. This study is devoted to these aspects. It explores: (1) the relevant treaty obligations and the state’s conduct potentially qualifying as a breach; (2) the state (or states) entitled to invoke state responsibility for the breach of a PIL treaty and (3) the remedies available.
Darius Chan & Sasiy Krishnan, “Charting a path towards harmonisation of privilege rules: a two-stage uniform choice of law rule for privilege in international arbitration“
The lack of certainty in the choice of law rule for privilege in international arbitration has led to a desire to devise uniform guidelines and choice of law rules for legal advice privilege, litigation privilege and settlement privilege. Notwithstanding this, there appears to be no conclusive view on the matter. While

issue characterisation generally forms the preliminary backdrop for choice of law questions, the divergent views between the common and civil law traditions on the characterisation of privilege arguably leads to further fragmentation of its choice of law rule, and should be dispensed with. This article proposes a two-stage uniform choice of law rule for the three categories of privilege. At the first stage, the parties' express choice of law for privilege would be given effect. In the absence of such express choice, the law of the seat governs legal advice privilege and litigation privilege, and the law of the main contract governs settlement privilege. This framework achieves party autonomy, equal treatment to parties and parties' legitimate expectations, certainty and practicability – all of which are conflict-resolving values.

Aleksandrs Fillers, "Extension of consumer protection in EU private international law"

The protection of weaker parties is one of the cornerstones of EU private international law. Consumers are traditionally regarded as typical weaker parties that deserve special protection at the level of private international law. The Brussels Ia Regulation and the Rome I Regulation do not protect all consumers. To be protected, consumers must meet the requirements of Article 17(1) of the Brussels Ia Regulation and Article 6(1) of the Rome I Regulation. These provisions include the requirement for the consumer to be domiciled/reside in the state in which the professional pursues or directs its business activity. This puts different consumers on different footing. In this article, the author argues that this differentiation may be justified for the purposes of applying default jurisdictional and conflictual rules. However, this criterion should not determine the scope of other protective rules, notably those that restrict party autonomy in consumer cases. Likewise, the Brussels Ia Regulation has several other provisions that do not protect consumers who fail to meet all the requirements of Article 17(1). The author argues that all these provisions must be de lege ferenda extended to all consumers. Finally, the author argues that for certain types of consumer contracts, the law of the place of conclusion of the contract (lex loci contractus) should be introduced in the Rome I Regulation as a default rule, to ensure better protection of those consumers who do not reside in a state to which the professional pursues or directs its business activities.

Felix Berner, "Choice of law rules under pressure – the growing power of state interests and vested rights in private international law"

This article challenges the notion that choice of law consists merely of rules designating an applicable law. Instead, it argues for a system resting on three pillars: choice of law rules, state interests and vested rights. It demonstrates how state interests and vested rights have become much more powerful in recent years, exerting pressure on choice of law rules and the traditional analysis of choice of law methodology. Integrating both state interests and vested rights into

the analysis not only helps to paint a more accurate picture of choice of law, but also provides guidance for deciding difficult cases. To show this, the article offers both theoretical reflections and four case studies addressing particularly pertinent choice of law issues.

Andreas Hermann, "Navigating the residence for sole traders and other natural persons under the 2005 Hague Choice of Court Convention"

The 2005 Hague Convention on Choice of Court Agreements partially replaces the Brussels Ia Regulation in UK-EU judicial cooperation post-Brexit, underscoring its growing international significance. Although primarily designed for business to business (B2B) contracts, the Convention also applies to non-legal entities (natural persons) such as sole traders. The determination of the parties' residence is central to legal certainty, as residence functions as a key connecting factor for the Convention's scope of application and its coordination with other international instruments. While the Convention provides an autonomous definition of residence for legal entities, it remains silent as regards natural persons. Given the Convention's nature as an international treaty, "residence" must be interpreted autonomously, rather than by reference to national law. Focusing on the structure and operation of the Convention, its interpretation must observe a de minimis threshold excluding mere temporary presence and, particularly in light of Article 26, recognise parties' "secondary" residences to coordinate the Convention with other instruments. Autonomous interpretation ensures uniform application across Contracting States and enhances the Convention's effectiveness, both at the level of jurisdiction and of recognition and enforcement.

Ross R-S Pey, "Decoding the oracle: Statutory interpretation in the conflict of laws"

The UK conflict of laws has become increasingly statutory, yet little attention has been paid to how statutory interpretation is used. This omission risks doctrinal inconsistency and unpredictability in international disputes. This article addresses that gap. Using a simple contractual choice-of-law hypothetical, it identifies three interpretative issues: (i) characterising statutes within governing law clauses, (ii) determining when statutes operate as mandatory rules, and (iii) the role of the presumption against extraterritoriality. It provides an account of how purposive interpretation may or may not be used to address issues (i) to (iii). The contribution is twofold. First, it shows that statutory interpretation is fundamental to the conflict of laws. Secondly, it highlights and invites reflection on the role of purposive interpretation in the conflict of laws.