

Contents

Table of panels	xxv
List of figures	xxix
Preface	xxxi
Acknowledgments	xxxiii
Terminology	xxxv
Table of Latin phrases	xxxvi
List of abbreviations	xxxvii
Table of cases	xxxviii
Table of cases (European Court of Justice, numerical order)	lxiii
Table of legislative instruments	lxvii

PART I STARTING OFF 1

- 1 Introduction 3
 - 1 Private international law 3
 - 2 Names and what they mean 3
 - 3 What is it based on? 5
 - 4 International uniformity of result: a grand objective? 5

PART II JURISDICTION 9

- 2 Jurisdiction: an analysis 11
 - 1 What is jurisdiction? 11
 - 2 Jurisdiction *in personam* 12
 - 3 Jurisdiction *in rem* 12
 - 4 Objectives 12
 - 4.1 Conflicting judgments 13
 - 4.2 Enforcement 13
 - 4.3 Keeping the parties to their agreements 14
 - 4.4 Wasting time and resources 14
 - 4.5 Offending foreign States 14
 - 4.6 Fairness to the defendant 14
 - 4.7 Countervailing considerations 15
 - 5 Principles of jurisdiction *in personam* 15

6	Principles of jurisdiction <i>in rem</i>	16
	Further reading	17
3	Jurisdiction under EC law	18
1	Background	18
2	Origin of the Brussels I Regulation	19
3	The Lugano Convention	20
4	Basic principles	21
5	Defendants from third countries	22
6	Domicile	24
6.1	Area of domicile	24
6.2	Domicile of natural persons (individuals)	25
6.3	United Kingdom rules of domicile (individuals)	25
6.4	Domicile of legal persons (corporations)	27
6.5	The role of domicile	28
7	Jurisdiction irrespective of domicile	29
8	Which instrument applies?	29
9	Subject-matter scope	30
9.1	What law decides?	31
	<i>LTU v. Eurocontrol</i>	31
9.2	Applying the test	34
	<i>Netherlands v. Rüffer</i>	34
	<i>Baten</i>	36
	Further reading	38
	General works on the Brussels Convention, the Brussels Regulation and the Lugano Convention	39
4	EC law: special jurisdiction	40
1	Article 5	40
1.1	Contracts	40
1.1.1	When does a claim relate to contract?	41
	<i>Handte v. TMCS</i>	41
1.1.2	The place of performance	45
	<i>Tessili v. Dunlop</i>	45
1.1.3	The obligation in question	47
1.1.4	The revised version of Article 5(1)	48
	<i>Color Drack v. LEXX International</i>	48
1.1.5	Contracts not covered by Article 5(1)	52
1.2	Tort	52
	<i>Bier v. Mines de Potasse d'Alsace</i>	53
	<i>Marinari v. Lloyds Bank</i>	55
1.3	Branches, agencies and other establishments	57
1.3.1	What constitutes a branch, agency or other establishment?	57
1.3.2	What disputes are covered?	58

	<i>Lloyd's Register of Shipping v. Campenon Bernard</i>	58
	<i>Anton Durbeck v. Den Norske Bank</i>	60
2	Multiple parties	62
	<i>Reisch Montage v. Kiesel Baumaschinen</i>	64
3	Counterclaims	65
4	Weak parties	66
4.1	Employment contracts	66
	<i>Mulox v. Geels</i>	68
5	Exclusive jurisdiction	70
5.1	Scope	70
	<i>Webb v. Webb</i>	71
5.2	Non-member States	72
6	Procedure	73
7	Conclusions	76
	Further reading	76
5	The traditional English rules	77
1	Introduction	77
2	Service of the claim form	77
	<i>Colt Industries Inc. v. Sarlie</i>	79
	<i>Maharanee of Baroda v. Wildenstein</i>	81
3	Service on a company	83
3.1	Introduction	83
3.2	Company's own office	84
	<i>Dunlop Pneumatic Tyre Co. Ltd v. A. G. Cudell & Co.</i>	84
	<i>South India Shipping v. Bank of Korea</i>	86
3.3	Acting through an agent	87
	<i>Adams v. Cape Industries</i>	88
3.4	A short-lived anomaly	90
	<i>Saab v. Saudi American Bank</i>	92
3.5	Subsidiaries	95
3.6	Conclusions	95
4	Service outside the jurisdiction	96
4.1	Introduction	96
4.2	Contracts	97
4.2.1	Contract made within the jurisdiction	97
4.2.2	Made by or through an agent trading or residing within the jurisdiction	98
4.2.3	Governed by English law	99
4.2.4	Choice-of-court clause	99
4.2.5	Breach committed within the jurisdiction	99
4.2.6	Declaration that no contract exists	99
4.3	Tort	99

	<i>Metall und Rohstoff v. Donaldson Lufkin & Jenrette</i>	100
4.4	Multiple parties	101
4.5	Weak parties	101
5	Jurisdiction by consent	102
6	Exclusive jurisdiction	102
7	Conclusions	103
	Further reading	104
6	Developments in Canada	105
1	Introduction	105
2	Ontario	106
3	Service out of the jurisdiction in tort cases	106
	<i>Muscutt v. Courcelles</i>	107
	<i>Gajraj v. DeBernardo</i>	119
	<i>Lemmex v. Sunflight Holidays Inc.</i>	122
4	Tort cases in Quebec	125
	<i>Spar Aerospace Ltd v. American Mobile Satellite Corporation</i>	125
5	Uniform law	129
6	Conclusions	130
	Further reading	131
7	US law: an outline	132
1	The US legal system	132
1.1	Federal jurisdiction	133
1.2	Applicable law	135
1.2.1	State courts	135
1.2.2	Federal courts	135
2	International jurisdiction	136
2.1	State courts	136
2.1.1	The 'minimum contacts' doctrine	136
	<i>International Shoe Co. v. State of Washington</i>	136
2.1.2	Specific jurisdiction	138
	<i>World-Wide Volkswagen Corporation v. Woodson</i>	139
2.1.3	General jurisdiction	142
	<i>Helicopteros Nacionales de Colombia v. Hall</i> ('Helicol' case)	142
2.1.4	Transient jurisdiction	145
	<i>Burnham v. Superior Court of California</i>	145
2.2	Federal courts	150
	<i>United States of America v. Swiss American Bank</i>	151
3	Venue	155
4	The United States and Europe compared	156

4.1	Cases where European jurisdiction is more extensive	156
4.2	Cases where American jurisdiction is more extensive	158
4.2.1	Individuals	158
4.2.2	Companies	159
4.3	Assessment	
5	Conclusions	161
	Further reading	162
8	Choice-of-court agreements	163
1	Introduction	163
1.1	Court specified	163
1.2	Exclusive jurisdiction	163
1.3	Asymmetric choice-of-court agreements	164
1.4	Proceedings covered	164
2	The European Community	164
2.1	Introduction	164
2.2	Consent and form	166
2.2.1	Sub-paragraph (a)	167
	<i>Berghoefer v. ASA</i>	168
2.2.2	Sub-paragraph (b)	169
2.2.3	Sub-paragraph (c)	169
	<i>Mainschiffahrts-Genossenschaft eG v. Les Gravières Rhénanes</i>	169
2.2.4	Electronic communications	172
2.2.5	Relationship with Article 5(1)	172
2.3	Choice-of-court agreement in the constitution of a company	173
2.4	Validity	173
	<i>Elefanten Schuh v. Jacqmain</i>	174
2.5	Effect on third parties	175
2.6	Insurance contracts, consumer contracts and employment contracts	176
2.7	The Community and the outside world	176
2.7.1	Choice-of-court agreement in favour of the English courts	178
2.7.2	Choice-of-court agreement in favour of the courts of a non-member State	179
2.8	Arbitration agreements	180
3	England	180
	<i>The Fehmarn</i>	181
	<i>The Eleftheria</i>	182
	<i>Carvalho v. Hull Blyth Ltd</i>	185
4	The United States	189

	<i>M/S Bremen v. Zapata Offshore Company</i>	189
	<i>Carnival Cruise Lines v. Shute</i>	194
	<i>Vimar Seguros v. M/V Sky Reefer</i>	198
5	The Hague Choice-of-Court Convention	201
6	Conclusions	204
	Further reading	204
9	Forum non conveniens and antisuit injunctions	205
1	Introduction	205
2	England	207
2.1	Forum non conveniens	207
	<i>Spiliada Maritime Corporation v. Cansulex</i>	212
2.2	Antisuit injunctions	222
	<i>Société Nationale Industrielle Aérospatiale v. Lee Kui Jak</i>	223
2.3	Conclusions	228
3	The United States	229
3.1	Forum non conveniens	229
	<i>Piper Aircraft v. Reyno</i>	230
3.2	Antisuit injunctions	235
4	Conclusions	235
	Further reading	235
10	Overlapping jurisdiction in EC law	237
1	Lis pendens	237
1.1	The same cause of action	238
	<i>Gubisch Maschinenfabrik v. Palumbo</i>	238
1.2	The same parties	240
1.3	Related proceedings	240
1.4	Conclusions	241
2	Forum non conveniens	241
	<i>Owusu v. Jackson</i>	243
3	Antisuit injunctions	250
	<i>Turner v. Grovit</i>	250
4	Choice-of-court agreements and the 'Italian torpedo'	254
	<i>Gasser v. MISRAT</i>	255
5	Arbitration: a 'torpedo-free' zone	259
	<i>Marc Rich and Co. v. Società Italiana Impianti</i>	259
6	Conclusions	263
	Appendix	263
	Further reading	264
11	Special topics – I	265
1	Products liability	265
1.1	England	265

	<i>Distillers Co. v. Thompson</i>	266
	<i>Castree v. Squibb Ltd</i>	269
1.2	Canada	270
	<i>Moran v. Pyle National (Canada) Ltd</i>	270
1.3	The United States	272
	<i>Asahi Metal Industry v. Superior Court of California</i>	272
1.4	Conclusions	276
2	Defamation	277
2.1	Introduction	277
2.2	EC law	278
	<i>Shevill v. Presse Alliance SA</i>	278
2.3	English law	282
	<i>King v. Lewis</i>	282
	Further reading	287
12	Special topics – II	288
1	Intellectual property	288
1.1	EC law	289
	<i>Duijnstee v. Goderbauer</i>	290
	<i>Gesellschaft für Antriebstechnik mbH & Co. KG (GAT) v. Lamellen und Kupplungsbau Beteiligungs KG (LuK)</i>	291
	<i>Roche Nederland v. Primus and Goldenberg</i>	295
1.2	English law	300
	<i>Coin Controls v. Suzo International (UK)</i>	300
1.3	The Hague Convention on Choice of Court Agreements	302
2	Multinationals and the Third World	303
2.1	Introduction	303
2.2	The United States	304
	<i>Dow Chemical Company v. Castro Alfaro</i>	305
	<i>Aguinda v. Texaco Inc.</i>	306
2.3	England	310
	<i>Lubbe v. Cape plc</i>	311
2.4	Conclusions	316
	Further reading	316
	Intellectual property	316
	Multinationals	316

PART III FOREIGN JUDGMENTS 317

13	Introduction to Part III	319
1	Principles	319

2	Recognition and enforcement	319
3	Theories	319
4	Giving effect to a judgment	320
5	Res judicata and estoppel	320
	Further reading	321
14	EC law	322
1	Introduction	322
2	Principles	323
3	Jurisdiction	324
4	Judgments outside the scope of the Regulation	325
5	Public policy	325
	<i>Krombach v. Bamberski</i>	326
6	Conflicting judgments	332
6.1	Judgments from the State of recognition	333
6.2	Judgments from another State	333
6.3	Judgments outside the scope of the Regulation	333
	<i>Hoffmann v. Krieg</i>	333
7	Conflicts with an arbitration award	336
8	Provisional measures	337
9	Choice-of-court agreements	337
10	Arbitration agreements	337
11	Fraud	338
12	Natural justice	339
13	Conclusions	342
	Appendix: principal grounds on which recognition may be refused	342
	Further reading	343
15	English law: jurisdiction	344
1	Theoretical basis for recognition and enforcement	344
2	Legislation	345
3	Jurisdiction	346
3.1	'Home-court' jurisdiction	347
3.1.1	Individuals	347
	<i>Adams v. Cape Industries</i>	347
	<i>Richman v. Ben-Tovim</i>	349
3.1.2	Corporations	350
	<i>Vogel v. Kohnstamm Ltd</i>	351
3.2	'Cause-of-action' jurisdiction	353
3.3	Submission	354
3.4	Exceptions	355
3.5	Conclusions	356
	Further reading	357

16 English law: defences	358
1 Fraud	358
<i>Owens Bank v. Bracco</i>	359
<i>Owens Bank Ltd v. Fulvio Bracco and Bracco Industria Chimica SpA</i>	364
2 Public policy, natural justice and human rights	367
3 Taxes, penalties and other rules of public law	369
<i>Huntington v. Attrill</i>	369
<i>United States of America v. Inkley</i>	373
4 Conflicting judgments	375
5 Res judicata and issue estoppel	375
<i>The Sennar (No. 2)</i>	376
5.1 English law or EC law?	380
5.2 Judgment for the claimant	381
Further reading	381
17 The Canadian conflicts (judgments) revolution	382
1 Jurisdiction of the foreign court	382
<i>Morguard Investments Ltd v. De Savoye</i>	382
2 Enforcement of non-money judgments	391
<i>Pro Swing Inc. v. Elta Golf Inc.</i>	391
3 Conclusions	393
Further reading	393
18 US law: some highlights	394
1 Reciprocity	394
2 Uniform legislation	394
<i>Bank of Montreal v. Kough</i>	396
Appendix: foreign-judgment recognition legislation (UK and US)	399
Major heads of jurisdiction of the foreign court	399
Other requirements and defences	399
Further reading	400

PART IV PROCEDURE 401

19 Freezing assets	403
1 Introduction	403
2 Procedure	404
<i>Third Chandris Shipping Corporation v. Unimarine SA</i>	404
3 Third parties	406
<i>Z Ltd v. A-Z</i>	406
4 Jurisdiction	411

5	Worldwide orders	412
5.1	Worldwide orders in aid of foreign proceedings	412
	<i>Crédit Suisse Fides Trust SA v. Cuoghi</i>	413
	<i>Motorola Credit Corporation v. Uzan (No. 2)</i>	417
5.2	Worldwide orders and third parties	424
	<i>Derby & Co. Ltd v. Weldon (Nos. 3 and 4)</i>	424
	<i>Bank of China v. NBM LLC</i>	425
5.3	Conclusions	427
6	Commonwealth countries	428
7	The United States	428
	<i>Grupo Mexicano de Desarrollo SA v. Alliance Bond Fund Inc.</i>	428
	<i>United States v. First National City Bank</i>	429
8	The European Union	431
8.1	Jurisdiction over the substance	432
	<i>Denilauler v. Couchet Frères</i>	432
8.2	No jurisdiction over the substance	434
	<i>Van Uden v. Deco Line</i>	434
	<i>Mietz v. Intership Yachting Sneek</i>	439
8.3	Enforcing a judgment from another Member State	442
	<i>Banco Nacional de Comercio Exterior SNC v. Empresa de Telecomunicaciones de Cuba SA</i>	442
8.4	When does the Regulation apply?	445
8.4.1	Subject-matter scope	446
8.4.2	Judgment in another Member State	446
8.4.3	No judgment in another Member State	446
8.4.4	A court of another Member State is seised first	446
8.4.5	No other Member State court is seised	447
8.4.6	Conclusions	447
	Further reading	448
20	Obtaining evidence abroad: forum procedures	449
1	Evidence from parties to the proceedings	449
1.1	England	449
	<i>Lonrho Ltd v. Shell Petroleum Co. Ltd</i>	450
1.2	United States	454
	<i>Société Internationale v. Rogers</i>	454
2	Evidence from third parties	456
2.1	England	456
	<i>Bankers Trust Co. v. Shapira</i>	457
	<i>Mackinnon v. Donaldson, Lufkin & Jenrette Securities Corporation</i>	458
	<i>Altertext Inc. v. Advanced Data Communications Ltd</i>	464
2.2	The United States	467

	<i>In re Grand Jury Proceedings Bank of Nova Scotia</i>	467
3	Foreign proceedings	472
	<i>X AG v. A Bank (also known as X, Y and Z v. B)</i>	472
4	Conclusions	476
	Further reading	476
21	Obtaining evidence abroad: international co-operation	477
1	Introduction	477
2	England	479
2.1	'Fishing expeditions'	479
	<i>In re Asbestos Insurance Coverage Cases</i>	479
2.2	Civil or commercial matters	480
	<i>In Re State of Norway's Application</i>	480
3	The United States	488
4	England: initiative by a party	488
	<i>South Carolina Insurance Co. v. Assurantie Maatschappij 'de Zeven Provinciën' NV</i>	489
5	The Hague Convention: a blocking device?	493
	<i>Société Nationale Industrielle Aérospatiale v. United States District Court for the Southern District of Iowa</i>	493
6	Conclusions	498
	Further reading	498

PART V CHOICE OF LAW 501

22	Introduction to choice of law	503
1	Why apply foreign law?	503
2	Traditional choice-of-law theory	504
2.1	The methodology of categorization	504
2.2	Substance and procedure	505
2.3	Some basic ideas	505
2.3.1	The personal law: individuals	506
2.3.2	The personal law: companies	506
	<i>McDermott Inc. v. Lewis</i>	507
2.3.3	The <i>lex situs</i>	511
2.3.4	The <i>lex loci actus</i>	511
2.4	Methodological problems and escape devices	511
2.4.1	Characterization	512
2.4.2	<i>Renvoi</i>	513
2.4.3	Public policy	514
3	Choice-of-law rules in international instruments	514
4	American theories	515

4.1	Interest analysis	515
4.2	The primacy of forum law	519
4.3	The 'better-law' theory	519
5	Proof of foreign law	520
	<i>Anton Durbeck v. Den Norske Bank</i>	522
6	Conclusions	527
	Further reading	528
23	Torts	530
1	England: historical development	530
	<i>The Halley</i>	530
	<i>Phillips v. Eyre</i>	531
	<i>Machado v. Fontes</i>	533
2	The Rome II Regulation: general rule	535
2.1	The country in which the damage occurs	535
2.2	Common habitual residence	536
2.2.1	Rules of the road	536
2.2.2	Multi-party cases	537
2.2.3	Meaning of 'country'	537
2.2.4	Meaning of 'habitual residence'	538
2.3	Flexibility	539
3	Pre-existing relationship	539
	<i>McLean v. Pettigrew</i>	540
	<i>M'Elroy v. M'Allister</i>	540
	<i>Babcock v. Jackson</i>	542
	<i>Neilson v. Overseas Projects Corporation of Victoria Ltd</i>	544
4	Common origin	547
	<i>Dym v. Gordon</i>	547
	<i>Chaplin v. Boys</i>	550
5	US law: interest analysis and the 'better law' theory	552
	<i>Milkovich v. Saari</i>	552
	<i>Rong Yao Zhou v. Jennifer Mall Restaurant Inc.</i>	554
	<i>Bernhard v. Harrah's Club</i>	555
6	The Rome II Regulation: special rules	558
6.1	Products liability	559
6.1.1	Structure	559
6.1.2	Primary rule	559
6.1.3	Second-ranking rule	559
6.1.4	Third-ranking rule	559
6.1.5	Fourth-ranking rule	560
6.1.6	Product marketed	560
6.1.7	No rule applicable	560
6.1.8	Conclusions	562
6.2	Intellectual property	562

7	Defamation	563
8	Choice of law	563
	Appendix: subject-matter scope of the Regulation	564
	Further reading	565

24 Contracts: the principle of party autonomy 566

1	Introduction	566
2	The theory of the proper law	566
3	The Rome Convention	571
4	The Rome I Regulation	571
4.1	Subject-matter scope	571
4.2	International scope	572
4.3	Meaning of 'country'	573
4.4	Express choice	573
4.4.1	Freedom of choice	573
4.4.2	Non-state law	573
4.5	Implied choice	574
	<i>Amin Rasheed Shipping Corporation v. Kuwait Insurance Co.</i>	574
	<i>Oldendorff v. Libera Corporation</i>	578
4.6	Applicable law in the absence of choice	580
4.6.1	Structure and general principles	580
4.6.2	Meaning of 'habitual residence'	583
4.6.3	Linked contracts	584
	<i>Bank of Baroda v. Vysya Bank</i>	585
4.6.4	The escape clause	588
	<i>Definitely Maybe Ltd v. Lieberberg GmbH</i>	589
	<i>Kenburn Waste Management Ltd v. Bergmann</i>	593
4.6.5	Exceptions	594
4.6.6	Carriage of goods	594
§ 4.6.7	Carriage of passengers	594
4.7	The problem of consent	595
4.8	Capacity	596
4.9	Other provisions	597
	Further reading	598

25 Contracts: legal policy and choice of law 599

1	Introduction	599
2	Terminology	599
3	The Rome I Regulation	600
3.1	Purely domestic contracts	601
3.2	Consumer contracts	602
3.3	Individual employment contracts	603
3.4	Contracts concerning immovable property	606
3.5	Overriding mandatory provisions	606

3.5.1	Overriding mandatory provisions of the forum	607
	<i>Ingmar GB Ltd v. Eaton Leonard Technologies Inc.</i>	608
3.5.2	Overriding mandatory provisions of foreign law	611
4	Foreign illegality under English common law	611
4.1	Initial illegality	611
4.1.1	Contracts to commit a crime	611
	<i>Foster v. Driscoll</i>	611
	<i>Regazzoni v. K. C. Sethia (1944) Ltd</i>	613
4.1.2	Foreign public policy	617
	<i>Lemenda Trading Co. Ltd v. African Middle East Petroleum Co. Ltd</i>	618
4.1.3	Wider forms of illegality	619
	<i>Euro-Diam Ltd v. Bathurst</i>	620
4.1.4	Arbitration	622
	<i>Soleimany v. Soleimany</i>	622
4.2	Supervening illegality	625
	<i>Ralli Brothers v. Compania Naviera Sota y Aznar</i>	625
4.3	Conclusions	627
5	Foreign illegality under US law	627
	<i>Triad Financial Establishment v. Tumpane Company</i>	629
	<i>Business Incentives Co. v. Sony Corporation of America</i>	631
	Further reading	632
26	Contracts: regulating business, protecting employees and helping consumers	633
1	Legal principles	633
2	Estate agents	634
	<i>Freehold Land Investments Ltd v. Queensland Estates Pty Ltd</i>	634
	<i>Dorothy K. Winston & Co. v. Town Heights Development Inc.</i>	636
3	Lawyers	638
	<i>Newcomb v. Daniels, Saltz, Mongeluzzi & Barrett Ltd</i>	638
4	Employees	642
4.1	Exemption clauses	642
	<i>Sayers v. International Drilling Co. NV</i>	643
	<i>Brodin v. A/R Seljan</i>	649
4.2	Agreements not to compete	651
	<i>Nasco Inc. v. Gimbert</i>	652
	<i>Nordson Corporation v. Plasschaert</i>	653
	<i>Barnes Group Inc. v. C&C Products Inc.</i>	656

5	Consumers	660
	<i>English v. Donnelly</i>	660
	Further reading	663
27	Foreign currency	664
1	Exchange controls	664
1.1	Exchange controls of the forum	664
	<i>Boissevain v. Weil</i>	665
1.2	Foreign exchange controls	667
1.2.1	General principles	667
	<i>Kleinwort, Sons and Company v. Ungarische Baumwolle Industrie</i>	667
1.2.2	The IMF Agreement	668
	<i>Wilson, Smithett & Cope Ltd v. Terruzzi</i>	669
	<i>Sing Batra v. Ebrahim</i>	672
	<i>United City Merchants v. Royal Bank of Canada</i>	673
1.3	Conclusions	675
2	Claims in foreign currency	676
2.1	The 'breach-date' rule	676
	<i>Competex v. LaBow</i>	676
	<i>Indag SA v. Irridelco Corporation</i>	678
2.2	Judgment in foreign currency	679
	<i>Miliangos v. George Frank (Textiles) Ltd</i>	679
	<i>Owners of the Eleftherotria v. Owners of the Despina R</i>	684
	<i>Services Europe Atlantique Sud v. Stockholms Rederiaktiebolag Svea</i>	684
	<i>Attorney General of Ghana v. Texaco Overseas Tankships Ltd</i>	690
2.3	Developments in New York	693
3	Currency-exchange loss	693
	<i>Ozalid Group (Export) Ltd v. African Continental Bank Ltd</i>	693
	Further reading	694
28	Property: tangible movables	696
1	Introduction	696
2	Stolen property	697
	<i>Winkworth v. Christie Manson and Woods Ltd</i>	697
3	Tax claims	702
	<i>Brokaw v. Seatrains UK Ltd</i>	702
4	Nationalization: England and its colonies	704
	<i>Luther Co. v. Sagor & Co.</i>	704

	<i>Anglo-Iranian Oil Co. Ltd v. Jaffrate (The Rose Mary)</i>	706
	<i>Re Helbert Wagg & Co. Ltd</i>	709
5	Nationalization: United States	710
	<i>Banco Nacional de Cuba v. Sabbatino</i>	710
	<i>Nelson Bunker Hunt v. Coastal States Gas Producing Company</i>	715
6	Conclusions	717
	<i>Oppenheimer v. Cattermole</i>	717
	Further reading	719
29	Contractual rights and property interests – I	720
1	Introduction	720
2	Situs	720
3	The distinction between contract and property	721
4	Contractual debts and bonds	721
	<i>Re Helbert Wagg & Co. Ltd</i>	721
	<i>National Bank of Greece and Athens v. Metliss</i>	727
	<i>Adams v. National Bank of Greece</i>	730
5	Bank accounts	734
	<i>Libyan Arab Foreign Bank v. Bankers Trust Co.</i>	734
6	Letters of credit	740
	<i>Power Curber International Ltd v. National Bank of Kuwait</i>	740
7	Voluntary assignments: the Rome I Regulation	743
7.1	The structure of Article 14	743
7.2	The problem of characterization (classification)	744
	<i>Raiffeisen Zentralbank Österreich v. Five Star Trading</i>	745
7.3	When will each paragraph of Article 14 apply?	752
7.4	What law should apply under paragraph 3?	753
7.5	The lex situs	755
	Further reading	755
30	Contractual rights and property interests – II	756
1	Shares	756
1.1	The common law	756
	<i>Braun v. Custodian</i>	756
	<i>Macmillan Inc. v. Bishopsgate Investment Trust plc (No. 3)</i>	759
	<i>Williams & Humbert Ltd v. W&H Trade Marks (Jersey) Ltd</i>	761
1.2	The Rome I Regulation	765
2	Third-party debt orders and garnishment	765
2.1	English law	766

	<i>Deutsche Schachtbau- und Tiefbohrgesellschaft mbH v.</i>	
	<i>Ras Al-Khaimah National Oil Co</i>	767
	<i>Société Eram Shipping Co. Ltd v. Compagnie</i>	
	<i>Internationale de Navigation</i>	772
2.2	EC law	775
3	Conclusions	776
	Further reading	776
31	Contractual rights and property interests – III	777
1	Original approach	777
	<i>Republic of Iraq v. First National City Bank</i>	777
	<i>United Bank Ltd v. Cosmic International Inc.</i>	779
	<i>Vishipco Line v. Chase Manhattan Bank</i>	782
2	New approaches	783
	<i>Tabacalera Severiano Jorge SA v. Standard</i>	
	<i>Cigar</i>	784
	<i>Allied Bank International v. Banco Credito Agricola de</i>	
	<i>Cartago</i>	785
	<i>Callejo v. Bancomer</i>	788
	<i>Braka v. Bancomer</i>	791
3	Situs under US law	791
4	The Hickenlooper Amendment	792
	<i>French v. Banco Nacional de Cuba</i>	792
5	Conclusions	797
5.1	England and the US compared	797
5.2	Should English law be changed?	798
	Further reading	799

PART VI EXTRATERRITORIALITY 801

32	Introduction to Extraterritoriality	803
1	What Is Extraterritoriality?	803
2	Jurisdiction to enforce	804
	<i>United States v. Alvarez-Machain</i>	804
	Further reading	809
33	Extraterritorial application of US antitrust law	810
1	Introduction	810
2	Act of state and choice of law	810
	<i>American Banana Company v. United Fruit</i>	
	<i>Company</i>	811
3	About turn!	814
	<i>United States v. Sisal Sales Corporation</i>	814
4	The effects doctrine	816

	<i>United States v. Aluminum Company of America</i>	816
5	A balancing exercise	818
	<i>Timberlane Lumber Co. v. Bank of America I</i>	818
	<i>Timberlane Lumber Co. v. Bank of America II</i>	822
6	The new hard line	825
	<i>Hartford Fire Insurance Co. v. California</i>	825
	Further reading	831
34	The international response	832
1	Patents	832
	<i>British Nylon Spinners v. ICI</i>	832
2	Obtaining evidence	835
	<i>Westinghouse Electric Corporation Uranium Contract Litigation (Rio Tinto Zinc v. Westinghouse)</i>	836
	<i>Westinghouse Electric Corporation v. Duquesne Light Co.</i>	839
3	Meanwhile, back in the USA . . .	841
	<i>In re Westinghouse Electric Corporation Uranium Contracts Litigation</i>	841
	<i>In re Uranium Antitrust Litigation</i>	843
4	The Protection of Trading Interests Act 1980	845
4.1	General	845
4.2	Overseas measures	845
4.3	Obtaining evidence	846
4.4	Criminal penalties	846
4.5	Foreign judgments	846
4.6	'Claw-back'	847
4.7	Conclusions	847
5	The Laker Airways case	848
6	The Soviet gas pipeline	849
7	The Helms-Burton Act	850
8	Conclusions	851
	Further reading	851
35	Extraterritorial application of EC competition law	853
1	Introduction	853
2	Dyestuffs	854
	<i>ICI v. Commission</i>	854
3	Wood pulp	857
	<i>Ahlström v. Commission</i>	857
4	Conclusions	861
	Bibliography	862
	Index	864