

An Analysis of Jurisdiction Rules for
Electronic Consumer Contracts :
United Kingdom, United States and Global
Perspectives

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Chapter Three

Developments in Rules of Personal Jurisdiction for Electronic Consumer Contracts in the United States

1. INTRODUCTION

Chapter Three will consider the rules of personal jurisdiction used to establish how a court in a particular State can assert jurisdiction over a defendant when the parties have contracted via the WWW.¹ The developments in US case law are worthy of consideration as for a number of years the courts have had to tackle the “fundamental”² issue of internet jurisdiction premised on traditional principles of personal³ jurisdiction. At the same time, the amount of electronic commerce activity in the United States has continued to increase.⁴ The emergence of rules of jurisdiction for contracts conducted online in the United States demonstrate the way in which traditional (internal) state jurisdiction rules have been singularly adapted by the courts to include commercial activity being conducted over the WWW across state and national borders in accordance with

¹ Matthews Yeo and Marco Berliri, “Conflict Looms Over Choice of Law in Internet Transactions,” 1999 BNA Electronic Commerce and Law Report Vol.4, No.4, 85. Copyright BNA.

² Ryan Yagura, “Does Cyberspace Expand the Boundaries of Personal Jurisdiction?” (1998) 38 IDEA 301 at p.301. Denis T. Rice, “A Cyberspace Odyssey Through US and EU Internet Jurisdiction,” Practising Law Institute, Patents, Trademarks and Literary Property Course Handbook Series, Fifth Annual Internet Law Institute, New York 9-10th July 2001, San Francisco, 23-24 July 2001, 421 at p.429.

³ Rules of jurisdiction for tortious disputes are out with the scope of this thesis and chapter.

⁴ OECD, “Measuring the Information Economy” report, Chapter One, supra. Asaad Siddiqi, “Welcome to the City of Bytes? An Assessment of the Traditional Methods Employes in the International Application of Jurisdiction Over Internet Activities – Including A Critique of Suggested Approaches,” 2001 14 N.Y. Int’l L. Rev. 43 at p.64.

the US Constitution.⁵ This Chapter will demonstrate how the modification of existing jurisdiction rules to encompass commercial activity directed via web sites to a party (such as a consumer) domiciled in another state have been crucial in determining whether businesses intended to pursue commercial activities there. Compared to the approach of the United Kingdom courts where there has been very little case law on electronic commerce disputes (including those involving consumers),⁶ it has been the courts in the United States⁷ that have had to consider the application and “adaptation”⁸ of existing principles of jurisdiction in the context of electronic commerce. The approaches of Europe and the United States in determining jurisdiction rules demonstrate how such rules have been developed in different ways. The US cases concerned with jurisdiction issues on the Internet have covered a far wider subject area than consumer protection, with the majority of disputes seeking determination of specific jurisdiction on intellectual property rights, particularly trademark infringements⁹ and domain name disputes¹⁰ through to claims in tort for

⁵ J.T. Westermeier, “Personal jurisdiction: Today’s Hot Issue in E-Commerce,” JILT, <http://elj.warwick.ac.uk/jilt/98-3/westermeier.html>.

⁶ American Bar Association, Agne Lindberg, note 90 infra and the ABA report, note 88 infra at p.65. Yagura, note 2 supra at p.309.

⁷ Stephan Wilske and Teresa Schiller, “International Jurisdiction in Cyberspace: Which States May Regulate the Internet?” <http://www.law.indiana.edu/fclj/pubs/v50/no1/wilske.html> (obtained 19/06/01).

⁸ Richard Rochlin, “Cyberspace, International Shoe and the Changing Context for Personal Jurisdiction,” 2000 Conn LR 32:653 at p.654.

⁹ For example, *Maritz v Cybergold*, 947 F. Supp. 1328 (E.D.Mo.1996).

¹⁰ For example, *No Mayo--San Francisco v Memminger*, 1998 U.S. Dist. LEXIS 13154 (N.D. Cal. 1998) where the US District Court for the Northern District of California held that there was no jurisdiction in Hawaii over a registered trademark and domain name dispute.

defamation¹¹ and personal injury.¹² Nevertheless, these cases can shed light on the lower court's application and modification of existing jurisdiction rules to disputes concerning electronic consumer contracts. The common focus of these cases is that they seek to establish personal jurisdiction where the plaintiff is situated, thereby of benefit to the majority of consumers who would want to raise proceedings in their own jurisdiction. In particular, the cases will demonstrate the courts' tendency to focus on whether constitutional "Due Process" is satisfied when the dispute involves, *inter alia*, the defendant's online commercial activities. The cases illustrate that the courts have assessed whether the two main requirements of specific personal jurisdiction, namely purposeful availment and 'fair play and substantial justice' in accordance with constitutional "Due Process," have been satisfied.¹³ In order to ensure that consumers and businesses are provided with a certain and predictable jurisdiction rule for consumer contracts, the following question posed by Lockerby (and repeated by Rochlin)¹⁴ needs to be addressed.

“...just how much of a nexus is required between the electronic transaction and the forum seeking to exercise jurisdiction?”¹⁵

Lockerby reinforces the importance of a choice of forum clause to associate the parties' online activities with a particular location. However, as this Chapter

¹¹ For example, *Heroes Inc. v Instruction Set*, 958 F. Supp. 1 (D.D.C. 1996) and *Revell v Lidov* 317 F.3d 467 C.A.5 (Tex.), 2002 Dec 31, 2002, a Fifth Circuit defamation case.

¹² For example *In re Ski Train Fire in Kaprun Austria* on November 11th 2000, 2003 WL 22909153 S.D.N.Y 09/12/03.

¹³ Perry *et al*, "Personal Jurisdiction in Cyberspace Where Can you be Sued, And Whose Laws Apply?" New York Law School Communications Media Centre, Volume VII, No.1, Fall 1998, <http://www.cmcnyls.edu/public/MLP/perryf98.htm> (obtained 30/11/00).

¹⁴ Rochlin, note 8 *supra* at p.665-667.

¹⁵ Michael J. Lockerby, "Non-Contractual Legal Problems," 1999 IBL 244.

will illustrate, the US courts will only uphold a choice of forum clause as reasonable if there is a sufficient *link* between the forum selected and the parties' dispute. As the previous chapter has demonstrated, if a foreign business intended that its active or interactive web site enabled consumers to contract with them, consumers must be able to sue that business in their own jurisdiction. It is therefore submitted that the link between the forum and the parties' dispute should be demonstrated by the business' intention to target its cross-border commercial activities online via an active or interactive web site.

Nevertheless, determining the extent of activities directed to individuals in a particular state via web sites requires a coordinated and harmonised approach¹⁶ to ensure consistency¹⁷ in asserting jurisdiction and maintaining consumer confidence and business investment in electronic commerce. A coordinated, consistent and predictable approach is required regardless of whether the defendant business is situated in another US state or out with the US. As Fitzmaurice and Mody explain, to date, the Supreme Court has "disallowed clear cut rules" of personal jurisdiction.¹⁸ A consistent and predictable approach can be achieved in two ways. Firstly, the Supreme Court must endorse the "Sliding Scale" test as amended by the Fourth Circuit Court of Appeal in the *ALS Scan v*

¹⁶ John R. Aguilar, "Over the Rainbow. European and American Consumer Protection Policy and Remedy Conflicts on the Internet and a Possible Solution," *International Journal of Communications Law and Policy* Winter 1999/2000, Issue 4.

¹⁷ Julian S. Millstein, Jeffrey D. Nueburger and Jeffrey P. Weingart, *Doing Business on the Internet Forms and Analysis*, Law Journal Seminar – Press, New York, 1997 at p.11-1.

¹⁸ Kevin M. Fitzmaurice and Renu M. Mody, "International Shoe Meets the World Wide Web. Whither Personal Jurisdiction in Florida in the Age of the Internet?" 1997 Fla BJ 71, 22.

*Digital Service Consultants Inc.*¹⁹ This amendment would incorporate the specific requirement from *ALS Scan* that a business who uses a web site with the manifest intent of pursuing commercial activity in the forum should be subject to the jurisdiction of that forum. Secondly, as the previous Chapter demonstrated, jurisdiction rules must be provided when the defendant is domiciled in another country out with the EU. If the rules of jurisdiction for electronic consumer contracts are to provide legal certainty and predictability, such rules must apply to businesses not situated in a US state. As Silberman and Lowenfeld confirm

“... principles of conflicts do not operate only within the boundaries of the United States [...] private international law has a role to play in thinking about choice of law, jurisdiction and the enforcement of judgments.”²⁰

As Chapter One indicated, it is crucial that consumers can sue a foreign business in their own jurisdiction. Over the years, a number of factors have impinged upon the quest for cohesive specific personal jurisdiction rules for electronic commerce contracts in the United States. One factor is the different emphasis attributed to intra-state disputes²¹ in comparison to disputes between parties domiciled in different countries, essentially “true conflicts.”²² In the former case, Cavers describes the situation where the judge is “confronted by the laws

¹⁹ *ALS Scan v Digital Service Consultants Inc.*, 293 F.3d 707 (4th Circuit 2002).

²⁰ Linda J. Silberman and Andreas F. Lowenfeld, “A Different Challenge for the ALI: Herein of Foreign Country Judgments, an International Treaty, and on American Statute,” 1998 74 *Indiana LJ* 1, 635 at p.647. Word in brackets modified.

²¹ Eugene F. Scoles and Peter Hay, *Conflict of Laws*, 2nd ed, West Publishing Co, St Pauls Minnesota, 1992.

²² A.E. Anton, *Private International Law*, 2nd ed, W. Green, Edinburgh, 1990 at p.3-4 ; Russell J. Weintraub, *Commentary on the Conflict of Laws*, 4th ed., The Foundation Press, New York, 2001 at p.1 (where he refers to the Restatement (Second) Conflict of Laws §2 (1971)) ; Silberman and Lowenfeld, note 20 supra at p.647.

of two states.”²³ However as Anton explains, “true conflicts” arise when the parties to a cross-border dispute are situated in different countries.²⁴ As the previous two Chapters demonstrated, the parties who contract by electronic means may be domiciled in different parts of the same country, for example the United Kingdom or the United States, or in completely different countries. Another explanation is that both the tests and decisions in these cases are predominantly fact-based,²⁵ and consequently “lacking in predictability and precision.”²⁶ Despite the fact-based nature of the specific personal jurisdiction tests, Abramson believes that the tests provide flexibility which is advantageous as electronic commerce continues to develop.²⁷ Another factor is that these rules, like the Brussels Convention 1968, pre-dated the Internet and WWW. Furthermore, a justifiable criticism of the courts in the early years of applying rules of personal jurisdiction to cases involving web sites was that decisions such as *Inset System, Inc. v Instruction Set*²⁸ demonstrated “inconsisten[cy]”²⁹ and a lack of understanding regarding the effect and accessibility of a web site.³⁰ In response, states have either upheld or refused jurisdiction based (albeit not

²³ David F. Cavers, *The Choice of Law Process*, University of Michigan Press, Michigan, 1965 at p.9.

²⁴ Anton, note 22 supra.

²⁵ The American Bar Association’s report, note 88 infra at p.57.

²⁶ Leslie Abramson, “Clarifying “Fair Play and Substantial Justice”: How the Courts Apply the Supreme Court Standard for Personal Jurisdiction,” 1991 *Hastings Const LQ* 18:441 at p.446.

²⁷ Abramson, *ibid*.

²⁸ *Inset System, Inc. v Instruction Set* 937 F.Supp. 161 164 (D.Conn. 1996); specifically highlighted in the American Bar Association’s Report, note 88 infra.

²⁹ Joseph S. Burns and Richard A. Bales, “Personal Jurisdiction and the Web,” 2001 53 *Me. L. Rev.* 29 at p.30-31 and p.46. Word modified for syntax. Christine E. Mayewski, “The Presence of a Web Site as a Constitutionally Permissible Basis for Personal Jurisdiction,” <http://www.law.indiana.edu/ilj/v73/no1/mayewski.html> (obtained 19/06/01) and Ahi Mitrani, “Regulating E-commerce, E-contracts and the controversy of Multiple Jurisdiction,” [2001] 7 *Int TLR* 2, 50 at p.59.

³⁰ Rice, note 2 supra p.429.

entirely) on the level, extent and purpose of web site accessibility and activity directed to persons in those states in accordance with existing specific personal jurisdiction tests, partly derived from the US Constitution. The “active – passive” web site distinction, more commonly referred to as the “Sliding Scale,” used to differentiate web site activities whilst useful, is now not the only factor used to establish jurisdiction over a business situated in another state or out with the United States. Furthermore, despite the increasing number of cases premised on web site activities in the forum at both Federal and Circuit Court level, both the “Sliding Scale” (as modified) and the “effects” tests have yet to be affirmed by the US Supreme Court as suitable tests for determining the constitutionally significant³¹ matter of jurisdiction over electronic commerce disputes. As Rochlin confirms, another reason for the “difficult and arbitrary nature”³² of the “Sliding Scale” test is because the Supreme Court has

“not yet had occasion to shape the contours of jurisdictional analysis for cyber-claimants, most if not all of these issues are being decided at the district court level with very little guidance.”³³

Rather than looking to the Supreme Court for endorsement of the “Sliding Scale” test or “new or applicable precedent,”³⁴ Rochlin argues that an “earnings analysis” test should determine whether a separate ‘cyber-court’ has jurisdiction. With respect, an analysis of business earnings would be a subjective method of establishing whether the business purposefully availed

³¹ Ronald A. Brand, “Due Process as a Limitation on Jurisdiction in U.S Courts and a Limitation on the United States at the Hague Conference on Private International Law,” February 1998, available at http://www.state.gov/www/global/legal_affairs/brand.html (obtained 01/12/00).

³² Rochlin, note 8 supra at p.665.

³³ Rochlin, *ibid* at p.654.

³⁴ Rochlin, *ibid* at p.654.

itself by doing business in the jurisdiction. There must be a clear and predictable jurisdiction rule for electronic consumer contracts regardless of the value of the transaction concerned. Businesses could use Rochlin's "earnings analysis" test to forum shop and avoid jurisdictions with the lowest business earnings threshold. Green also criticises the "Sliding Scale" test as "insufficient" and advocates a "real space" argument based on targeting. Whilst evidence of the business' intention to target consumers is desirable, Green's criticism is premised on the existence³⁵ of interactive web sites. However, such a criticism does not appreciate the express reference to interactive web sites in the "Sliding Scale" test and the fact that many web sites are 'interactive' in nature. The lack of endorsement by the highest courts in the United States is also Geist's key criticism of the "Sliding Scale" test.³⁶ Geist argues that the question the courts should pose is whether a business intended to target its web site towards a particular jurisdiction by applying a three-stage test.³⁷ Since *Zippo*, numerous cases in the United States have examined whether the content and activities of a web site are sufficient to establish jurisdiction in the forum where web site activity has occurred.³⁸ By analogy, there are important implications for the consumer. If the business intentionally targets its activities

³⁵ Jason Green, "Is Zippo's Sliding Scale a Slippery Slope of Uncertainty? A Case For Abolishing Web Site Interactivity As A Conclusive Factor in Assessing Minimum Contacts in Cyberspace," 2001 34 J Marshall L Rev 1051 at p.1075.

³⁶ Michael Geist, "Is There a There? Towards Greater Certainty for Internet Jurisdiction," 2001 16 Berkeley Tech Law Journal 1345.

³⁷ Geist, note 36 supra at p.1363.

³⁸ Referred to as the "highway approach" by Burns and Bales, note 29 supra at p.32 ; Lorna E. Gillies, "Adapting International Private Law Rules for Electronic Consumer Contracts," in Charles E.F. Rickett, and Thomas G.W. Telfer, (eds), *International Perspectives on Consumers' Access to Justice*, Cambridge University Press, 2003 at p.374.

at the consumer's jurisdiction via a web site, the consumer should be provided with juridical protection.³⁹ The present author has previously remarked that

“(E)stablishing jurisdiction at the consumer's domicile would clearly be advantageous to the consumer, given that they are more likely to know the rules and procedures of their own jurisdiction or at least or identify them more quickly than if the jurisdiction was elsewhere, such as where the business is located.”⁴⁰

The present author has also previously argued in Chapter One that “most consumers will be unable to fund the cost of pursuing a case either in another US state or country.”⁴¹ Whilst an approach that includes intentional targeting is now required, the penultimate section of this Chapter will demonstrate that the modified “Sliding Scale” test provided by the Fourth Circuit in *ALS Scan v Digital Service Consultants Inc Digital Service Consultants Inc.*⁴² is preferred to Geist's three stage targeting test. If a business intended to target consumers in particular jurisdictions via an active or interactive web site and the communication between the parties leads to a contract, a consumer must be able to sue the business in his own jurisdiction.

Despite the extent to which the “Sliding Scale” test in *Zippo Manufacturing v Zippo Dot Com*⁴³ has been used to determine the level of web site activity in a particular case, its continued application has been recently reassessed in *ALS*

³⁹ Gillies, *ibid* at p.377.

⁴⁰ Gillies, *ibid*.

⁴¹ Gillies, *ibid*. Chapter One *supra*.

⁴² *ALS Scan Inc.*, note 19 *supra*.

⁴³ *Zippo Manufacturing v Zippo Dot Com, Inc.* 952 F.Supp, 1119.

*Scan v Inc.*⁴⁴ At the same time, the lower courts have also endorsed the “effects”⁴⁵ test as a basis of personal jurisdiction predominantly for tort disputes. The most important recent responses by the US Supreme Court were in *Young v New Haven Advocate*⁴⁶ and *Healthgrades.com v Northwest Healthcare Alliance*.⁴⁷ In *Young*, the Supreme Court refused to consider the Fourth Circuit’s earlier decision in *ALS Scan Inc*⁴⁸ as to whether the *Zippo* “Sliding Scale” of internet jurisdiction breached constitutional “Due Process.” Despite this, as the final section of this Chapter will demonstrate, the *ALS Scan* decision has been subsequently acknowledged by several other Circuit Court of Appeals. In *Healthgrades*, the Supreme Court refused to review the Ninth Circuit Court of Appeal’s decision to permit the Washington District Court to assert jurisdiction using the “effects test.”⁴⁹ Rice has remarked that whilst the “effects” test has been equated to “targeting” activities towards a jurisdiction, he regards the two as different. Aciman and Vo-Verde also agree that the tests are different. Those authors suggested that targeting requires “specifically reach(ing) persons in a forum,”⁵⁰ for example via a web site. By comparison, the “effects” test did not traditionally, until *Blumenthal v Drudge*, refer to

⁴⁴ *ALS Scan Inc.*, note 19 supra.

⁴⁵ Rice, note 2 supra at p.437 and 517 *et seq.*

⁴⁶ *Young v New Haven Advocate* US No 02-1394.

⁴⁷ *Healthgrades.com v Northwest Healthcare Alliance* US 02-1250.

⁴⁸ *ALS Scan Inc. v Digital Service Consultants Inc.*, note 19 supra.

⁴⁹ *Northwest Healthcare Alliance v Healthgrades.com* 2002 WL 31246123 (9th Circuit Washington) ; see ‘post *Zippo*’ discussion, *infra*.

⁵⁰ Aciman and Diane Vo-Verde, “Refining The Zippo Test: New Trends on Personal Jurisdiction for Internet Activities,” 2002 19 Computer and Internet Law at p.19.

technology⁵¹ but was focussed on whether the effects the parties conduct could be felt in the forum. However, the emergence of a requirement to directly target activities at a particular state in *Graduate Management Admission Council v Raju*⁵² demonstrates how the “effects” test and the modified “Sliding Scale” test (as adapted by *ALS Scan*) both seek to satisfy the same end. In any event, there have been two tests,⁵³ the “Sliding Scale” and “effects” tests, which the courts have used to satisfy “Due Process” and thereby determine jurisdiction over an electronic commerce dispute.

For these reasons, this Chapter will argue that harmonisation of jurisdiction rules for electronic consumer contracts must be achieved by retaining the “Sliding Scale” test and incorporating a “directly targeting activities” test. Such a test would be satisfied when a business intended to contract with foreign consumers via an active or interactive web site accessible in the consumers’ jurisdiction. Jurisdiction ought to be established when the parties or their activities are, as the first Chapter highlighted, “intuitively”⁵⁴ connected to a particular jurisdiction. Alternatively if such an option is neither politically⁵⁵ nor

⁵¹ *Blumenthal v Drudge* 992 F. Supp. 44 (D.D.C. 1998). Aciman and Diane Vo-Verde, *ibid et seq.* The extent to which this difference remains will be considered in the discussion of decisions post-*Zippo* infra.

⁵² *Graduate Management Admission Council v Raju*, E.D.Va No. 02-581-A 23/01/03.

⁵³ Mark C. Dearing, “Personal Jurisdiction and the Internet: Can the Traditional Principles and Landmark Cases Guide the Legal System into the 21st Century?” 4 J Tech L & Pol’y 4, (Spring 1999), at <http://journal.law.ufl.edu/~techlaw/4/dearing.html>.

⁵⁴ Green, note 35 supra at p.1055.

⁵⁵ Aguilar, note 16 supra, who points out the US government’s preference for self-regulation. Department of State, Office of the Legal Adviser Memorandum Regarding International Electronic Commerce Projects “Review of possible future Ecom Projects,” “(M)any issues have arisen as well as a growing body of jurisprudence in the US and some other countries over the last two years, but few internationally recognised answers exist ...”

legally endorsed, the test of personal jurisdiction for electronic consumer contracts must be sufficiently consistent across the spectrum of web site activity⁵⁶ that is neither circumvented by a lack of guidance from the Supreme Court⁵⁷ nor the level of activity required to satisfy constitutional “Due Process.”⁵⁸ Whilst the lack of endorsement could be attributed to a historical lack of agreement on whether the government or industry should regulate electronic commerce,⁵⁹ that debate has now been superseded by the need to provide a consistent and predictable jurisdiction rule for electronic consumer contracts. As the cases *Hanson v Denckla*⁶⁰ and *Weber v Jolly Hotels* confirmed, “(T)he Supreme Court has long recognised that personal jurisdiction must adapt or progress in technology.”⁶¹ This view is reinforced by Gasparini’s comment that rules of personal jurisdiction are not static and need to adapt to changes in the speed and frequency of cross-border communications and

⁵⁶ Siddiqi, note 4 supra at p.75 advocates modification of the “Sliding Scale” test. Green, note 35 supra.

⁵⁷ A matter that has been highlighted already in terms of general inconsistencies in the Supreme Court’s purported “preoccupation with domestic constitutional puzzles...” forfeiting their potential use in a “...model for international cooperation...” in comparison to the EU ; Friedrich K. Juenger, “A Shoe Unfit for Globetrotting,” 1995 25 UC Davis LR 1027 at p.1037 and 1044. See also Friedrich K. Juenger, “Jurisdiction, Choice of Law and the Elusive Goal of Decisional Harmony,” in Mathilde Sumampouw, L. A. N. M. Barnhoorn, Judith A. Freedberg- Swartzburg, J. J. M. Tromm, and J. A. Wade (eds), *Law and Reality, Essays on National and International Procedural Law in Honour of Cornelis Carel Albert Voskuil*, Martinus Nijhoff Publishers, London, 1992 ; Yagura, note 2 supra at p.309.

⁵⁸ Rice deems constitutional principles (ie Due Process) a “limit[ation]” compared to the EU; Rice, note 2, supra at p.453. Word modified for syntax. However this has been regarded as an advantage of due process ; Michael L. Russell, “Back to Basics: Resisting Novel and Extreme Approaches to the Law of Personal Jurisdiction and the Internet,” 1999 30 U.Mem.L.Rev 157 at p.177.

⁵⁹ Aguilar, note 16 supra.

⁶⁰ *Hanson v Denckla*, 357 US 235 (1958).

⁶¹ *Young*, note 46 supra and *Healthgrades.com, Inc.*, note 47 supra. *Weber v Jolly Hotels* 977 F.Supp 327 334 (D.N.J, 1997).

commercial activities.⁶² Nevertheless as Siddiqi stresses, “(T)he Supreme Court has not discussed the impact that Internet technology might have on the analysis of personal jurisdiction.”⁶³ The Chapter will demonstrate that a “reassessment”⁶⁴ of personal jurisdiction is necessary and that directing or targeting commercial activities at a particular state via an active or interactive web site must be the basis of a harmonised approach in determining jurisdiction of an electronic consumer contract.

2. CONSUMER PROTECTION AND LAW IN THE UNITED STATES

The US Federal Trade Commission (“FTC”) is responsible for “enforc[ing] federal consumer protection laws [to] prevent fraud, deception and unfair business practises”⁶⁵ in their “primary mission to protect consumers”⁶⁶ throughout the United States. Matters relating to consumer protection and electronic commerce fall within this remit.⁶⁷ In September 2000, the FTC issued a report⁶⁸ that recommended effective core consumer protections premised on the OECD’s recommendation that consumers should be provided

⁶² Louis U. Gasparini, “The Internet and Personal Jurisdiction: Traditional Jurisprudence for the Twenty-First Century Under The New York CPLR,” 2001 12 Alb L J Sci & Tech 191 at p.195.

⁶³ Siddiqi, note 4 supra at p.68.

⁶⁴ Keith S. Dubanevich and Alec J. Shebiel, “Personal Jurisdiction in the Silicon Forest,” 2001 62-Dec Or. St. B. Bull 21 at p.22.

⁶⁵ Federal Trade Commission, “Guide to the Federal Trade Commission,” available at <http://www.ftc.gov/bcp/online/pubs/general/guidetofc.htm>. Word in brackets modified and added respectively.

⁶⁶ Ibid.

⁶⁷ Federal Trade Commission Act 15 USC ss.41-58. The FTC also has a Bureau of Consumer Protection, examples of its range of work can be viewed at <http://www.ftc.gov/bcp/bcp/html> (obtained 8/09/00).

⁶⁸ The FTC considered different views with respect to e-commerce regulation and agreed as a minimum that consumers should receive the same level of protection online as they receive offline, analogous with the OECD’s Guidelines for Consumer Protection in Electronic Commerce, Chapter One supra.

with the same level of protection whether they contract via the WWW or by other traditional means of communication. The FTC's report also recommended greater use of ADR as methods of "partial convergence" of laws "in appropriate areas" including jurisdiction rules for contracts conducted by electronic means. The Office of the Legal Adviser in the Department of State is also responsible for gathering and disseminating information on matters concerning international private law.⁶⁹ A recent example of this was the consultation on the Hague Conference's Judgments Convention project. In addition, each state has its own consumer protection laws analogous to the Federal Trade Commission Act. The Uniform Commercial Code protects the consumer in respect of sale of goods matters. In brief, sections 2-601 and 2-719 provide that the consumer can return non-conforming goods and that the seller is bound to inform the consumer what remedies (including level of damages) are available respectively. Jurisdiction agreements in consumer contracts are generally upheld by the United States courts provided (as will be considered later) that such agreements are not obtained by unfair or deceptive means. It is with this in mind that the consumer who contracts with a foreign business by electronic means will have to carefully consider how he can establish jurisdiction where he is domiciled. Aguilar⁷⁰ demonstrated that whilst the US e-commerce policy has addressed "cybercrime ... and unfair e-business practices,"⁷¹ there was a need to address "e-consumer

⁶⁹ The Private International Law Database of the Department of State's Office of Legal Adviser can be viewed at http://www.state.gov/www/global/legal_affairs/private_intl_law/html (obtained 01/11/00).

⁷⁰ Aguilar, note 16 supra at p.8 and 12.

⁷¹ Aguilar, *ibid* at p.12.

protection” or remain behind other regional areas such as the EU. Furthermore, since “Due Process” requires an element of fairness to the foreign defendant, it is necessary that the “Sliding Scale” test is modified to incorporate the business’ intention to target foreign consumers.

3. THE REGULATION OF E-COMMERCE IN THE UNITED STATES

The United States is widely regarded ⁷² as one of the most active countries participating in electronic commerce. ⁷³ As the first Chapter demonstrated, the onset of electronic commerce facilitates the “disintermediation” ⁷⁴ of the consumer contract and consumer protection laws. The disintermediation of the consumer contract continues to question the effectiveness of current juridical protection for consumers. ⁷⁵ Whilst the consensus in the United States is that the Internet as a whole requires to be regulated, ⁷⁶ how regulation should be imposed and enforced and by whom (whether industry or government) has historically been part of a wider debate on the regulation of jurisdiction for

⁷² OECD, “Consumers in the Online Marketplace: The OECD Guidelines Three Years Later,” Report by the Committee on Consumer Policy on the Guidelines for Consumer Protection in the Context of Electronic Commerce,” DSTI/CP(2002)4/FINAL, 3 February 2003, available at <http://www.oecd.org> (hereafter referred to as the ‘OECD 2003 Report’); OECD, “Measuring the Information Economy 2002”, Chapter IV Electronic Commerce, August 2002, available at <http://www.oecd.org/dataoecd/34/35/2771139.pdf> (hereafter ‘OECD 2002 Report’) where it was reported that “(I)n January 2000, the United States had 65% of the total OECD-area secure servers,” (at p.60) second only to Iceland.

⁷³ OECD 2002 Report, *ibid* at p.66 where it states that (alongside Denmark, Sweden and the United Kingdom) “... about 38% of individuals using the Internet ordered products in 2001” in the United States. Furthermore the report confirms that “(E)-commerce retail sales in the second quarter of 2002 accounted for 1.2% of total sales.”

⁷⁴ John Rothchild, “Protecting the Digital Consumer: The Limits of Cyberspace Utopianism,” 1999 Ind LJ 74, 893 at p.895-897.

⁷⁵ Rothchild, *ibid* at p.912.

⁷⁶ Chicago-Kent Project on Internet Jurisdiction at <http://www.kentlaw.edu/cyberlaw/resources/guide.html>, Internet and the Resources pages.

cyberspace.⁷⁷ The position of on-line sales and fraud,⁷⁸ tax matters⁷⁹ and security and privacy are just a few of the key issues that the United States has addressed. However, Aguilar has argued that a lack of agreement on how the Internet should be regulated contributes to a lack of “e-consumer protection” in the United States.⁸⁰ Geist’s observation that “governments and the private sector are equally capable of moving either fast or slow on Internet policy with equally questionable results”⁸¹ goes some way to explain why, unlike the EU, there are no legislative measures providing juridical protection for consumers in the US.

In the 1997 “Framework for Global Electronic Commerce,” (the then) President Clinton and Vice-President Gore maintained that “...governments should encourage industry self-regulation wherever appropriate”⁸² Later in the same paper, Clinton and Gore

“...urge UNCITRAL, other appropriate international bodies, bar associations, and other private sector groups to continue their work in this area.”⁸³

⁷⁷ Chapter 1 *supra*.

⁷⁸ Rothchild, note 74 *supra* at p.904 *et seq* where he cites Cella and Reed, “(T)he swindles over the Internet are no different from the confidence games of the past: the only difference is the medium.”

⁷⁹ Clare Saliba, “California Lawmakers Push for Net Tax,” *E-Commerce Times*, 31 August 2000, at <http://www.ecommercetimes.com/news/articles2000/000831-8.shtml>, Megan Holohan, “California Senate Passes Net Sales-Tax Bill,” *The Standard*, 31 August 2000, at <http://www.thestandard.com/article/display/0,1151,18144,00.html> and Anita Horn, “Internet Transaction Taxes: The Need for Jurisdictional Integration,” 2001 9 *CommLaw Conspectus* 29.

⁸⁰ Aguilar, note 16 *supra* at p.14.

⁸¹ Michael Geist, “The Tortoise, the hare and the Internet,” *The Toronto Star*, 29 July 2003, <http://www.torontostar.com> (obtained 29/07/03).

⁸² President William J. Clinton and Vice-President Albert Gore, Jr., “A Framework For Global Electronic Commerce,” <http://www.iitf.nist.gov/eleccomm/ecom.html>.

⁸³ *Ibid*.

Whilst rules of specific personal jurisdiction have been used to establish jurisdiction when the parties contract via the WWW, the US Government and external organisations have undertaken separate initiatives that have all advocated a global solution to jurisdiction issues raised by the WWW. In 1999, the Federal Trade Commission held a workshop entitled “US Perspectives on Consumer Protection in the Global Electronic Marketplace,”⁸⁴ which acknowledged the need for an international solution to the issue of Internet jurisdiction generally.⁸⁵ Interestingly, their subsequent report⁸⁶ “Consumer Protection in the Global Electronic Marketplace: Looking Ahead,” argued against imposing the country of origin rule as the basis of jurisdiction, with preference in the report for “partial convergence.”⁸⁷ In 2000, the American Bar Association’s Cyberspace Subcommittee (in conjunction with Chicago-Kent Law School) undertook a project to consider jurisdiction rules for international transactions.⁸⁸ In the course of that project, the Subcommittee considered a number of jurisdictions, making explicit reference to the goal of the its project which was

⁸⁴ Federal Trade Commission, Public Workshop and Report on “Consumer Protection in the Global Electronic Marketplace: Looking Ahead,” 6 September 2000, <http://www.ftc.gov/bcp/icpw/lookingahead/electronicmkpl.pdf> at <http://www.ftc.gov/bcp/icpw/lookingahead/global.html> (obtained 08/09/00).

⁸⁵ Ibid.

⁸⁶ See Federal Trade Commission’s Bureau of Consumer Protection at <http://ftc.gov/bcp/bcp.html> and in particular their Public Workshop and Report, *ibid.*

⁸⁷ Ibid.

⁸⁸ The American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on International Transactions, at <http://www.abanet.org/buslaw/cyber/initiatives/jurisdiction.html> (22/05/00).

“... to create a global summary of the law of jurisdiction and to explore the issues, uncertainties and conflicts created by the proliferation of electronic commerce.”⁸⁹

One Subcommittee member upheld the need for a national, regional and international analysis of jurisdiction since

“... conventions such as the Brussels Convention cover a number of European states these international rules will be essential in the interpretation of jurisdictional issues on the internet.”⁹⁰

A Draft Report on the Project was completed and presented to the Bar Association's Joint Conference in July 2000. The main thrust of the Report argued for the creation of a “Global Online Standards Commission” (GOSC)⁹¹ to consider proposals for a set of uniform jurisdiction rules. The ABA's report recommended that the GOSC “should be empanelled to study jurisdiction issues and develop uniform principles and global protocol standards ... in conjunction with other international bodies considering similar issues.”⁹² The Report also suggested that the use of ADR or technical solutions including electronic agents would help promote fairness and consistency.⁹³ However, as Chapter One indicated, technical solutions and ADR schemes are not the most appropriate means of determining which jurisdiction should hear a dispute. Nevertheless,

⁸⁹ American Bar Association, Section on Business Law, “Transnational Issues in Cyberspace: A Project Relating to Jurisdiction,” Terms of Reference, at p.19, <http://www.abanet.org/buslaw/cyber/initiatives/terms.html> (obtained 14/07/00).

⁹⁰ Agne Lindberg, American Bar Association, Section on Business Law, Committee on Cyberspace, Committee On Law Of Commerce In Cyberspace, Subcommittee On International Transactions “Jurisdiction On The Internet – The European Perspective An Analysis Of Conventions, Statutes and Case Law,” IV. Conclusion, 20 July 1997, at <http://www.abanet.org/buslaw/cyber/initiatives/eujuris.html> (obtained 22/05/00).

⁹¹ ABA Report, note 88 supra at p.24. Rice, note 2 supra at p.525 *et seq.*

⁹² The ABA refers to the Hague Conference, the ILPF, the ICC, UNCITRAL, WIPO and WTO.

⁹³ The American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on International Transactions, “Achieving Legal and Business Order in

the ABA eventually requested government intervention to develop jurisdiction rules for e-commerce in addition to their submission for a Global Online Standards Commission.⁹⁴

In 1992, the Hague Conference on Private International Law commenced work on the United States' proposal for a worldwide judgments convention.⁹⁵ The proposed Hague jurisdiction and judgments convention was regarded as being similar to the Brussels Convention in form⁹⁶ and general purpose,⁹⁷ and included proposed jurisdiction rules in Article 7 for electronic consumer contracts.⁹⁸ The United States has considered the related internal, constitutional⁹⁹ and external implications of acceding to and ratifying such a convention. Svantesson has argued that since the *Zippo* case requires prior commercial activity via a web site for jurisdiction to be established, criteria such

Cyberspace: A Report on Global Jurisdiction Issues Created by the Internet," (London Meeting Draft), at <http://www.kentlaw.edu/cyberlaw/docs/drafts/draft.rtf> (obtained 21/07/00).

⁹⁴ ABA Report, note 88 supra.

⁹⁵ Preliminary Document No.11, "The Future Hague Convention on International Jurisdiction and the Effects of Judgments in Civil and Commercial Matters," Report of the Special Commission by Peter Nygh and Fausto Pocar available via <http://www.hcch.net/e/workprog/jdgm.html> (hereafter the Nygh and Pocar Report). Arthur T. Von Mehren, "Drafting A Convention on International Jurisdiction and the Effects of Foreign Judgments Acceptable Worldwide: Can the Hague Conference Project Succeed?" 2001 49 Am J Comp L 191.

⁹⁶ Von Mehren *ibid.* Lorna E. Gillies, "The Impact of the Hague Conference's Proposed Judgments Convention for Electronic Commerce and Intellectual Property Disputes," 2002 16 3 Int Rev L Comps and Tech 233.

⁹⁷ Nygh and Pocar Report, note 95 supra.

⁹⁸ June 2001 draft Convention available at <http://www.hcch.net/e/workprog/jdgm.html> ; Gillies, note 96 supra.

⁹⁹ Brand, note 31 supra. On the implications of the proposed Hague Judgments Convention for the First Amendment see for example Sarah Hudleston, "Preserving Free Speech in a Global Courtroom: The Proposed Hague Convention and the First Amendment," 2001 10 Minn. J. Global Trade 403. On the implications for the Fourteenth Amendment see Von Mehren, note 95 supra ; The Economist, "The Internet's legal conundrum," Economist Global Agenda, 5th June 2001, <http://www.economist.com> (obtained 7/06/01).

as “quantity [and] nature of contacts with the forum” were “irrelevant”¹⁰⁰ to Article 7 of the 2001 draft convention and “should not bear any weight in the international context.”¹⁰¹ However, Brand remarked that “(D)ue process [is] a concept important beyond the borders of the United States.”¹⁰² Brand’s remark highlights the significance of the “Due Process” requirement in establishing jurisdiction when the foreign business is situated out with the United States. Furthermore as the next section of this Chapter will demonstrate, despite Svantesson’s opinion, the intention in addition to the quantity and nature of the foreign business’ contacts with US consumers are crucial when the parties contract via a globally equivalent, dematerialised medium such as a web site. Such contacts must demonstrate the business’ positive intention to contract with a consumer in another jurisdiction. Furthermore, as Silberman and Lowenfeld confirmed, “(M)ost if the jurisdictional provisions in the proposed Hague Convention would seem to meet US Constitutional standards.”¹⁰³

Despite symposia¹⁰⁴ and general consultation exercises,¹⁰⁵ much work

¹⁰⁰ Dan Svantesson, “Jurisdiction Issue in Cyberspace What Should Article 7 – Consumer Contracts, of the Proposed Hague Convention, Aim to Accomplish in Relation to E-Commerce?” 2001 5 CLSR 318, at p.323. Word in brackets added.

¹⁰¹ Svantesson, *ibid.*

¹⁰² Brand, note 31 *supra*. Word in bracket added.

¹⁰³ Silberman and Lowenfeld, note 20 *supra* (and also referring to Brand’s article on tort jurisdiction entitled “Tort Jurisdiction in a Multilateral Convention: The Lessons Of The Due Process Clause and the Brussels Convention,” 1998 XXIV Brook J Int’l L 1, 125.

¹⁰⁴ Symposium held by Brooklyn Law School and the Brooklyn Law School Center for the Study of International Business Law, “Enforcing Judgments Abroad: The Global Challenge,” 1998 XXIV:1 Brook J Int’l L ; Annual Meeting of the Association of American Law Schools, Section on Conflict of Laws’ articles on their Symposium “Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflicts of Laws” in 1995 28 Vand J Transnat’l L 3.

¹⁰⁵ Department of State Office of Legal Adviser, note 69 *supra*.

remained outstanding before a compromise could have been agreed for the Convention to be acceded by a sufficient number of countries, including the United States. As Brand and Burbank have both indicated, the significance of the United States' agreement to the Hague's proposed convention was, and remains today, crucial to the success of the entire project.¹⁰⁶ The initial contention appeared to be on reaching agreement on which bases of jurisdiction¹⁰⁷ should be obligatory ('white'¹⁰⁸), exorbitant ('black'¹⁰⁹) or discretionary ('grey'¹¹⁰) under the proposed convention, later to be superseded by questions on the exact nature (and purpose) of the Convention. Whilst Burbank argued that the proposed convention should be agreed at the expense of "...understanding current approaches to jurisdiction ... and the need for international legal order in the future,"¹¹¹ final agreement on the project still remains outstanding. As the next Chapter will conclude, if adaptation of existing UK and US jurisdiction rules do not occur, the Hague Conference's proposed convention should form the basis for future harmonised international convention which includes jurisdiction rules for electronic consumer contracts based on intentional targeting.

¹⁰⁶ Brand, note 31 *supra* has said that the "United States could not be a party under [the 2001 draft] option." Word in bracket added. Stephen B. Burbank, "Jurisdictional Equilibration, the Proposed Hague Convention and Progress in National Law," 2001 40 *Am J Comp L* 203.

¹⁰⁷ Sean Murphy, "Negotiation of Convention on Jurisdiction and Enforcement of Judgments," 2001 95 *Am J., Int'l L.* 418.

¹⁰⁸ Arthur T. Von Mehren, "Recognition and Enforcement of Foreign Judgments: A New Approach for the Hague Conference?" (1994) 57 *L and Contemp Probs* 271 and note 95 *supra*.

¹⁰⁹ Von Mehren, *ibid.* Murphy, note 107 *supra* at p.420.

¹¹⁰ Von Mehren, *ibid.* Murphy, *ibid* at p.420.

¹¹¹ Burbank, note 106 *supra*.

In any event, the overarching necessity of international private law rules to provide just solutions to disputes with a foreign element, was succinctly summed up by Weintraub as follows.

“Conflicts problems are too widespread, of too great practical importance to be ignored by anyone who would call himself a lawyer. The problems must be thought out and solved in clear and understandable terms. The rules in this area must be shaped and often reshaped to yield not only solutions, but solutions that are responsive to modern social realities.”¹¹²

It is submitted that Weintraub’s remark highlights the need for a predictable or foreseeable jurisdiction rule when the parties contract via a global, dematerialised medium such as a web site. Despite all of these efforts to integrate e-commerce issues into policy,¹¹³ the US has made limited legislative changes with regard to electronic commerce issues. For example, the Uniform Electronic Transactions Act (UETA) provides rules on electronic signatures¹¹⁴ whilst the Uniform Computer Information Transactions Act (UCITA) provides a general contract law framework for transactions conducted by electronic commerce falling within its scope¹¹⁵ including rules to compliment, *inter alia*, choice of law rules in the Uniform Commercial Code.¹¹⁶ In recent years, instead of legislation, many cases at federal and appeal courts have considered

¹¹² Russell J. Weintraub, *Commentary on the Conflict of Laws*, 3rd ed., The Foundation Press, New York, 1986 at p.4 (and reiterated in the 4th ed of Weintraub’s text, note 22 supra, at p.5).

¹¹³ United States Government, “Electronic Commerce Policy,” <http://www.ecommerce.gov>.

¹¹⁴ Drafted by the National Conference of Commissions on Uniform State Laws (NCCUSL), <http://www.nccusl.org>.

¹¹⁵ Uniform Computer Information Transactions Act, section 103(a) ; Mary Jo Howard Dively, “The New Laws That Will Enable Electronic Contracting: A Survey of the Electronic Contracting Rules in the Uniform Electronic Transactions Act and the Uniform Computer Information Transactions Act,” 2000 38 Duq L. Rev 209.

¹¹⁶ For example, the UCITA provides rules prohibiting the application of choice of law clauses in respect of consumer contracts (§ 109). Christopher T. Poggi, “Electronic Commerce

and applied personal jurisdiction rules in disputes concerning electronic commerce to resolve such issues. This is not surprising given Ferrera *et al*'s observation that

“(C)ommon law principles of personal jurisdiction have evolved by judge’s opinions in their case decisions long before the online world existed.”¹¹⁷

Jew has commented that it was not for the common law to create rules for electronic commerce activity but agreed with the United States Government’s view that some form of regulation was necessary¹¹⁸ since

“(J)urisdiction depends on a State’s control over a geographical area. The Internet, on the other hand, is an expression of the ability of technology to communicate and transact independent of geographical boundaries...”.¹¹⁹

Siddiqi has argued that the “vast experience of courts can be used to find a global approach to obtaining jurisdiction over internet activities.”¹²⁰ Ensuring customer trust and satisfaction must be a key to business profit and success, and ultimately the success of electronic commerce.¹²¹ In the absence of any global

Legislation: An Analysis of European and American Approaches to Contract Formation,” 2000 41 Va J Int’l L 224 at p.243 *et seq.*

¹¹⁷ Gerard R. Ferrera, Stephen D. Lichtenstein, Margo E. K. Reder, Ray August, and William T., Schiano, “Cyberlaw: Text and Cases,” South Western College 2001, at <http://august1.com/pubs/cyberlaw/student/toc.htm>.

¹¹⁸ Bernadette Jew, “Cyberjurisdiction – Emerging Issues and Conflicts of Law When Overseas Courts Challenge Your Web,” 28 September 1999, Paper presented at IES Cyberlaw Conference Sydney, 26 November 1998, at <http://www.gtlaw.com.au/pubs/cyberjurisdictionemergingissues.html>.

¹¹⁹ Ibid.

¹²⁰ Siddiqi, note 4 *supra* at p.64-65.

¹²¹ Thomas P. Vartanian in “Whose Internet is it Anyway? The Law of Jurisdiction in Cyberspace: Achieving Legal Order Among the World’s Nations,” American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on Transnational Issues, 2000 Global Internet Summit, 13-14 March 2000, <http://www.kentlaw.edu/cyberlaw/resources/global/ummit.rtf>.

agreement to date,¹²² the “Sliding Scale” test should be adapted to incorporate the requirement that a business intended to target consumers via its active or interactive web site.

4. SYNOPSIS OF RULES OF PERSONAL JURISDICTION IN THE UNITED STATES

4.1 Asserting General Personal Jurisdiction

The present Chapter examines the court’s ability, derived from *Pennoyer v Neff*,¹²³ to assert personal jurisdiction over a defendant situated in a different state from the plaintiff. However, in *Calder v Jones*, the Supreme Court has acknowledged that it has “disallowed any clear cut [personal] jurisdiction rules....”.¹²⁴ As Chapter One demonstrated, in a dispute over a consumer contract (whether on or offline), a consumer is likely to want to raise proceedings in his own jurisdiction. The decisions in these cases are therefore useful as they demonstrate the extent to which a plaintiff can assert jurisdiction in his own domicile based on the accessibility of a foreign business’ web site. The case *Helicopteros Nacionales de Colombia, S.A v Hall*¹²⁵ provided that there are two types of personal jurisdiction, general and specific. The

¹²² Mary Mosquera, “Consumer Need Global Ecommerce Protection,” 6 August 2000, Techweb.com, <http://www.techweb.com/wire/story/TWB19990608S0023> (obtained 03/01/01).

¹²³ *Pennoyer v Neff*, 95 US 714, 24 L.Ed. 565, 95 Otto 714 (1878).

¹²⁴ *Calder v Jones*, 465 US 783, 788, 104, S.Ct. 1482, 1486, 79 L.Ed.2d. 804 (1984) referred to in. Fitzmaurice and Mody, note 18 supra.

¹²⁵ *Helicopteros Nacionales de Colombia, S.A v Hall* 466 US 408, 414-416, 104 S.Ct 1868, 1872-73, 80 L.Ed.2d 404 (1984).

Helicopteros case confirmed that general personal jurisdiction is established if the defendant has systematic and continuous contact with the forum.¹²⁶

The Ninth Circuit of the Court of Appeal in *Bancroft and Masters*¹²⁷ considered how general personal jurisdiction was established over a trademark infringement case. The defendants were alleged to have misused their trademark (“Masters”), which also happened to be the plaintiff’s domain name (“masters.com”). The Californian court held that the defendant’s were not subject to the jurisdiction of the courts as the contacts were insufficient to establish personal jurisdiction. However, the court also ruled that there was general jurisdiction. In that case, the Ninth Circuit provided a coherent summary of how general jurisdiction is established.

“A defendant whose contacts with a state are “substantial” or “continuous and systematic” can be [*sic*] hauled into court in that state in any action, even if the action is unrelated to those contacts. This is known as general jurisdiction. The standard for establishing jurisdiction is “fairly high”, and requires that the defendant’s contacts be the sort that approximate physical presence. Factors to be taken into account are whether the defendant makes sales, solicits or engages in business in the state, serves the state’s markets, designates an agent for the service or process, holds a license or is incorporated there.”¹²⁸

For general personal jurisdiction, there must be “extensive and persuasive”¹²⁹ evidence or connections¹³⁰ demonstrating “continuous and systematic” business

¹²⁶ *Helicopteros*, *ibid* ; Gary B. Born, *International Civil Litigation in United States Courts*, 3rd ed, Kluwer Law International, The Hague, 1996 at p.104; Westermeier, note 5 *supra*.

¹²⁷ *Bancroft & Masters Inc., v Augusta National Inc.*, No.99-15099 223 F.3d 1082.

¹²⁸ *Bancroft and Masters*, *ibid*.

¹²⁹ *Desktop Technologies Inc., v Colorworks Reproduction & Design* 1999 WL 98572 E.D.Pa., 25/02/99 citing *Reliance Steel Prod. Co., v Watson, Ess, Marshall and Engass*, 657 F.2d 587, 589 (3rd Cir.1982).

¹³⁰ Born, note 126 *supra* at p.95.

activities within the forum. According to the court in both *Helicopteros Nacionales*¹³¹ and *Bancroft and Masters*, the standard of proof required to establish general jurisdiction is fairly high, equating to physical presence. For the purposes of this analysis, the most important aspect of general jurisdiction is that evidence can be taken into account of the extent to which the defendant has engaged in business in the jurisdiction. However, these are only factors that can be taken into account in the particular case. Given the onerous requirement to establish general jurisdiction over any dispute, it is to be expected that the majority of cases dealing with jurisdiction for electronic commerce disputes have focussed on whether the plaintiff can establish either general or specific personal jurisdiction over the defendant.

4.2 Asserting Specific Personal Jurisdiction

Specific personal jurisdiction arises from or in relation to the particular cause of action in dispute between the parties. “Substantially less” is required to establish specific jurisdiction than general jurisdiction.¹³² The courts in both *Helicopteros*¹³³ and *Bancroft*¹³⁴ considered the tests required to establish specific personal jurisdiction. Specific personal jurisdiction firstly requires that the defendant “purposefully availed” himself by conducting business in the jurisdiction. The “purposeful availment” requirement was derived in *Hanson v*

¹³¹ The *Helicopteros* case stated that in the case of a business there had to be “sufficient permanent connection with the forum,” note 125, supra.

¹³² Born, note 126 supra at p.78.

¹³³ *Helicopteros*, note 125 supra.

¹³⁴ *Bancroft and Masters*, note 127 supra.

Denckla,¹³⁵ and *World Wide Volkswagen v Woodson*.¹³⁶ Secondly, the dispute must be related to the actual basis of claim and thirdly, the exercise of jurisdiction must be reasonable.

Before addressing the constitutional test of “Due Process”, the court has to determine the applicability of the particular state’s long arm statute. Each state has its own long arm statute¹³⁷ different from state to state. In general, each state has discretion¹³⁸ to assert jurisdiction over an out-of-state defendant via a long arm statute in two ways.¹³⁹ Born distinguishes long arm statutes in two general categories, namely those

“incorporat[ing] the due process limits of the fourteenth amendment ... [and those which] detail the circumstances in which state courts may assert personal jurisdiction over foreign defendants.”¹⁴⁰

The state can either specify the categories in which jurisdiction can be asserted or permit jurisdiction over an out-of-state defendant as far as “Due Process” permits.¹⁴¹ As a plaintiff who is usually deemed to be the weaker party to the contract, the consumer is likely to want to raise proceedings in his own

¹³⁵ *Hanson v Denckla*, note 60 supra.

¹³⁶ *World Wide Volkswagen v Woodson*, 444 US 286, 100 S.Ct. 559, (1980).

¹³⁷ Gregory A. Bedell, “Jurisdiction and Web-Based Presence in Illinois: Business Beware,” 2000 World Internet Law Report Vol 1 Part 9, 21. Copyright BNA.

¹³⁸ Gasparini, note 62 supra at p.208.

¹³⁹ Gasparini, *ibid* at p.209.

¹⁴⁰ Born, note 126 supra at p.68. Word(s) in brackets modified and added for syntax respectively.

¹⁴¹ Tammy S. Trout-McIntyre, “Personal Jurisdiction and the Internet: Does the Shoe Fit?” 1997 Hamline L Rev 21, 223 at p.227-228.

jurisdiction, no matter whether the contract was conducted via the WWW or not.¹⁴² In order to determine whether the defendant is subject to the jurisdiction of another state, the court has to determine whether the defendant made contact with a party situated in the forum state. To do this, the court considers whether the defendant has sought to create continuing relationships and obligations with residents of the forum state, for example by entering into contracts to provide goods or services to residents in the forum. If the defendant has done this, then the state may invoke its long arm statute to assert jurisdiction on the forum state, subject to constitutional “Due Process.” According to *International Shoe v State of Washington*, the exercise of personal jurisdiction should be “directly proportionate to the nature and quality of commercial activity that an entity conducts over the Internet.”¹⁴³ The fact that a party can assert jurisdiction based on the forum’s long-arm statute may encourage businesses to restrict which parties (such as consumers) they choose to contract with. As the *International Shoe* case demonstrates below, there is a strong connection between the application of a state’s long arm statute and the constitutional requirement of “Due Process.” As subsequent cases will also demonstrate, many disputes involving web site activities satisfy the state’s long arm statute (often close to “Due Process” in any event¹⁴⁴) with the majority of the court’s

¹⁴² Trout-McIntyre, *ibid.* Gwenn M. Kalow, “From the Internet to Court: Exercising Jurisdiction Over World Wide Web Communications,” 1997 65 Fordham L.Rev. 2241 at p.2251.

¹⁴³ *International Shoe v State of Washington*, 326 US 310, 316, 66, S.Ct. 154, 158, 90, L.Ed. 95 (1945). Aciman and Vo-Verde, note 50 *supra*.

¹⁴⁴ Born, note 126 *supra* re the different basis of implementing long arm statutes, at p.68.

analysis on whether “Due Process” permits application of the state’s long arm statute.

The next question that the court considers in determining personal jurisdiction is whether the exercise of jurisdiction meets the “Due Process” requirement of (but not defined by) either the Fifth¹⁴⁵ or Fourteenth¹⁴⁶ Amendments of the United States Constitution.¹⁴⁷ As Brand explains, the “Due Process” clauses “exist to protect individuals from excessive exercises of governmental authority.”¹⁴⁸ The case law has developed the “Due Process” requirement for disputes concerning electronic commerce.

Depending on the type of jurisdiction to be established, two tests may satisfy the requirement of “Due Process.” For general personal jurisdiction, there must be “substantial, continuous and systematic presence in the forum state” that would give the court jurisdiction.¹⁴⁹ In order to render specific personal jurisdiction reasonable, the court must determine firstly whether the defendant had “minimum contacts” or “purposeful contacts”¹⁵⁰ with the forum state. The well-known case *International Shoe* illustrates the second test of “Due Process.” In that case, jurisdiction over a defendant not resident in the forum was

¹⁴⁵ Applicable where the defendant is domiciled in another US state.

¹⁴⁶ Applicable where the defendant is domiciled in another country.

¹⁴⁷ Both Amendments specify reference to due process in the event that a person’s life, liberty or property is in dispute.

¹⁴⁸ Brand, note 31 supra.

¹⁴⁹ For example, *Desktop Technologies Inc.*, note 129 supra, *Robert and Lauren Efford t/a Goldhope Farm v The Jockey Club*, considered note 325 infra and *Mar-Eco, Inc., v T&R and Sons Towing and Recovery Inc.*, considered note 287 infra.

¹⁵⁰ Born, note 126 supra at p.76.

established since contact made with the forum did not go against “...notions of fair play and substantial justice” in accordance with the Fourteenth Amendment.¹⁵¹ Abramson has suggested that the “fair play” test “...continues to develop independently from the minimum contacts enquiry.”¹⁵² However, in the context of jurisdiction over electronic commerce disputes, the courts have given greater consideration to the minimum contacts test. Since *International Shoe*, the Supreme Court has sought to develop the “Due Process” test by ensuring that it could apply “in response to technological and commercial changes.”¹⁵³ The “minimum contacts” with the forum test (so required to establish “Due Process”) has been affirmed by the Supreme Court in *International Shoe*, *McGhee v International Life Ins. Co.*,¹⁵⁴ *Hanson v Denckla*,¹⁵⁵ *World Wide Volkswagen Corp. v Woodson*,¹⁵⁶ and *Burger King Corp. v Rudewicz*,¹⁵⁷ where the Supreme Court confirmed that states retain “sovereign power” to hear disputes within their borders. In *World Wide Volkswagen*, Justice Marshall said that in accordance with the *International Shoe* test

“the quality and nature of commercial activity is more likely to cause effects in a larger sphere ... ma[king] it fair to require [the

¹⁵¹ *International Shoe*, note 143 supra. Interestingly there were no long arm statutes when *International Shoe* was decided.

¹⁵² Abramson, note 26 supra at p.469.

¹⁵³ Rochlin, note 8 supra at p.653 and 660. Rochlin’s article explains in previous years that there were economic, commercial and “societal” (at p.661) justifications for expanding *International Shoe*’s personal jurisdiction tests. In terms of ‘technical developments,’ see for example the decision of the Sixth Circuit in *Neogen Corp. v Neo Gen Screening No.00-217* (reversing the earlier decision of the Western District of Michigan) where the web site that provided web users with passwords to access a web site constituted minimum contacts in the forum.

¹⁵⁴ *McGhee v International Life Ins. Co.*, 355 US 220 (1957).

¹⁵⁵ *Hanson v Denckla*, note 60 supra.

¹⁵⁶ *World Wide Volkswagen Corp.*, note 136 supra.

¹⁵⁷ *Burger King Corp. v Rudewicz* 471 US 462, 105 S.Ct. 2174, L.Ed.2d.528 (1985).

defendant/business] to answer for [its] conduct where its effects are felt.”¹⁵⁸

The test of personal jurisdiction in *International Shoe* entered the electronic realm in the case *Compuserve v Paterson*.¹⁵⁹ In that case, the Sixth Circuit Court of Appeal was asked to consider whether the dispute brought against the defendant complied with the three requirements of the “Due Process” test in order for the Ohio district court to assert jurisdiction over the dispute. Paterson (a Texan resident) alleged that he had ownership of software that he made available to third parties via an agreement with Compuserve. Compuserve subsequently offered products that Paterson regarded as being too akin to his own and sought a settlement from Compuserve. Compuserve raised proceedings in Ohio and Paterson disputed the court’s jurisdiction. The Sixth Circuit held that the court could assert jurisdiction over Paterson as all three requirements for “Due Process” had been satisfied. Paterson had purposefully availed himself by sending his software via a shareware facility to Ohio and since this was done only via Compuserve in Ohio, the second requirement was satisfied. Accordingly, the court held that the “substantial connection” with Ohio had been met and it was reasonable for Paterson to defend a dispute raised in Ohio.

The decision in *Compuserve* developed from the Supreme Court decision *World-Wide Volkswagen Corp. v Woodson*, which confirmed that the degree of contact a defendant had with the forum meant “...he should reasonably

¹⁵⁸ Rochlin, note 8 supra. (Words in brackets added and amended).

anticipate being hauled [*sic*] into court there.”¹⁶⁰ For the test of minimum contacts to apply, three “fact-specific”¹⁶¹ conditions must be satisfied. In *Digital Equipment Corp.*, the court referred to these conditions as “relatedness, purposeful availment and reasonableness.”¹⁶² Firstly, in accordance with authority from *Hanson v Denckla*,¹⁶³ *Calder v Jones*,¹⁶⁴ *Burger King*,¹⁶⁵ and *Compuserve*,¹⁶⁶ it must be demonstrated that the defendant has “purposefully availed”¹⁶⁷ himself¹⁶⁸ by “deliberately”¹⁶⁹ doing business in the forum state.

According to *Digital Equipment Corporation*

“(I)t is essential ... that there be some act by which the *defendant* purposefully avails itself of the privilege of conducting activities thus invoking the benefits and protections of its laws.”¹⁷⁰

In accordance with the Supreme Court’s rulings in *World Wide Volkswagen* and *Burger King*, the defendant’s contacts with a particular forum must not be “random, fortuitous or attenuated.”¹⁷¹ Therefore it is not, with respect to *Ferrera et al*, how a *web site* “purposefully avail(s) itself” [by] doing business in

¹⁵⁹ *Compuserve v Paterson* 89 F.3d 1257 (6th Circuit 1996).

¹⁶⁰ *World-Wide Volkswagen Corp.*, note 136 supra.

¹⁶¹ *Cybersell v Cybersell*, F.3d (1997 WL 739021 9th Cir.) and 130f.3d 414 (9th Cir. 1997). at p.416. See also Millstein, Nueberger, and Weingart, note 17 supra at p.11-6 and Rice, note 2 supra at p.616.

¹⁶² *Digital Equipment Corporation v. Alta Vista Technology Inc.*, Civil Action No.96-12192NG 13/03/97, at E.

¹⁶³ *Hanson v Denckla*, note 60 supra.

¹⁶⁴ *Calder v Jones*, note 124 supra. Its “effects test” was subsequently altered by *ALS Scan Inc. v Digital Service Consultants Inc*, note 19 supra which also adapted the *Zippo* “Sliding Scale” test.

¹⁶⁵ *Burger King*, note 157 supra.

¹⁶⁶ *Compuserve v Paterson*, note 159 supra.

¹⁶⁷ *Hanson v Denckla*, note 60 supra. Words italicised for emphasis. *Ferrera, et al*, note 117 supra. Chapter 2 can be viewed at <http://www.westbuslaw.com/ferrera/ferrera.html>. (Words in brackets modified and added).

¹⁶⁹ *Digital Equipment*, note 162 supra.

¹⁷⁰ *Digital Equipment*, *ibid.*, emphasis added

¹⁷¹ *Burger King*, note 157 supra at p.475.

a foreign state.”¹⁷² A business should be subject to the jurisdiction if, as Green rightly point out, it chose to do business there.¹⁷³ Essentially, if the parties entered into a contract with each other, the terms¹⁷⁴ of which could be highly demonstrative of “doing business” in the forum state.¹⁷⁵ As the next sections of this Chapter will illustrate the existence of a contract, whether agreed online or offline, is clear evidence of purposeful availment. The second requirement is that the dispute must be sufficiently connected or related to the defendant’s activities in the forum.¹⁷⁶ The *Carnival Cruise Lines Inc., v Shute*¹⁷⁷ case described the relatedness requirement as a “but for” test. The *Digital Equipment* case confirmed that the purpose of this test is to separate general and specific personal jurisdiction.¹⁷⁸ As Chapter One demonstrated, it is important that legal certainty and predictability is provided by jurisdiction rules when parties in different jurisdictions contract electronically with each other. However as the case authority will demonstrate, unlike analogous provisions of the Brussels 1 Regulation, the relatedness requirement is only satisfied when a *link* has been established between the business’ web site activity and the subsequent contract between the parties. It is submitted that the link should be satisfied if the business intended to target and has contracted with the consumer. The third

¹⁷² Ferrera *et al*, note 117 supra.

¹⁷³ Green, note 35 supra at p.1056.

¹⁷⁴ Millstein, Nueberger and Weingart, note 17 supra at p.11-8.

¹⁷⁵ *Burger King*, note 157 supra.

¹⁷⁶ *Digital Equipment*, note 162 supra. “Tag jurisdiction” (premised on presence in the forum) is sufficient for purposeful availment in *Sulton v Ashley* SDNY No. 01 Civ 8179 (JSM) 22/01/02.

¹⁷⁷ *Carnival Cruise Lines Inc., v Shute* 499 US 585 (1991) 9th Circuit.

¹⁷⁸ *Digital Equipment*, note 162 supra ; derived from *Helicopteros Nacionales*, note 125 supra and *Nowak v Tak How Investments Ltd.*, 94F.3d708712 (1st Circuit) where the court said “relatedness is the “driving rod” separating specific and general jurisdiction.”

requirement, derived by “inference”¹⁷⁹ from the first two requirements, is whether the connection between the defendant’s actions and the forum to justify establishing jurisdiction is reasonable. The test of minimum contacts is subject to a presumptive¹⁸⁰ reasonableness test that examines whether the exercise of jurisdiction in the particular circumstances of the case¹⁸¹ “comport with notions of fair play and substantial justice.”¹⁸² According to both Abramson and Rice, the reasonableness test is most significant when the defendant is resident in another country. As Rice confirmed

“(T)he net effect of the reasonableness standard is to require more close contact between a foreign defendant and the forum country than is required under constitutional due process.”¹⁸³

Therefore the reasonableness test is as significant as the relatedness test when the parties have contracted across borders by electronic means. The test of reasonableness for minimum contacts involving a business’ web site was affirmed in *Zippo Manufacturing Co. v Zippo Dot Com, Inc.*¹⁸⁴ The *Zippo* case involved a trademark dispute over the defendant’s use of the name “Zippo” on their web site. The defendant’s web site offered different service levels, two of which required viewers to pay for via an online subscription service. The Western District Court of Pennsylvania held that the state’s long arm statute applied as the defendants were found to have contracted with several thousand Pennsylvanian residents. Since the long arm statute applied, the court also held

¹⁷⁹ *Compuserve v Paterson*, note 159 supra per Judge Bailey Brown.

¹⁸⁰ Abramson, note 26 supra at p.445-446.

¹⁸¹ Abramson, *ibid.*

¹⁸² *International Shoe*, note 143 supra.

¹⁸³ Rice, note 2 supra at p.433-434

¹⁸⁴ *Zippo*, note 43 supra ; Millstein, Nueberger, and Weingart, note 17 supra at p.11-7.

that the constitutional test of “Due Process” had also been met. In finding that the defendants had sufficient “minimum contacts” with residents in the forum, the court introduced a “Sliding Scale” differentiating levels of web site activity that was to be repeated many times over. The court confirmed that to ensure compatibility with constitutional “Due Process” the nature and quality of the commercial activity had to be considered in each case. With regard to web sites in particular, the court distinguished activities on a web site that enabled business to communicate and contract with a buyer through to those web sites that were akin to advertisements.¹⁸⁵ As the previous Chapter considered, these web sites were categorised by the court in *Zippo* as ‘active,’ ‘interactive’ or ‘integral,’¹⁸⁶ and ‘passive’ web sites respectively as follows.

“At one end of the spectrum are situations where a defendant clearly does business over the Internet. If the defendant enters into contracts with residents of a foreign jurisdiction that involve the knowing and repeated transmission of computer files over the Internet, personal jurisdiction is proper. At the opposite end are situations where a defendant has simply posted information on an Internet Web site which is accessible to users in foreign jurisdictions. A passive Web site that does little more than make information available to those who are interested in it is not grounds for the exercise of personal jurisdiction. The middle ground is occupied by interactive Web sites where a user can exchange information with the host computer. In these cases, the exercise of jurisdiction is determined by examining the level of interactivity and commercial nature of the exchange of information that occurs on the Web site.”¹⁸⁷

The “Sliding Scale” effectively differentiates between advertising and

¹⁸⁵ Thereby insufficient in themselves to satisfy constitutional “Due Process.”

¹⁸⁶ *Agar v Multi-Fluid Inc.*, DC Texas Civil Action No. 95-5105, an early case which on the facts held that the Norwegian defendant’s web site was passive (since there were no purchases / contracts with the site).

¹⁸⁷ *Zippo*, note 43 supra.

commercial activities in the forum. A passive web site is a form of one way advertising from the business to the consumer. On the other hand, the other web sites enable the parties to contract with each other via an active web site or not, for example via email or other traditional means of communication. Abramson has raised a significant point about the relationship between relatedness and reasonableness. Abramson maintained that jurisdiction would only be “defeated”¹⁸⁸ when “fair play and substantial justice factors would render jurisdiction unreasonable.”¹⁸⁹ Abramson suggested that jurisdiction would be unreasonable if a foreign defendant’s contact with the forum is “minimal.”¹⁹⁰ Nevertheless, even if jurisdiction is unreasonable, jurisdiction will still be established when the business has purposefully availed itself by directing commercial activities towards that jurisdiction.¹⁹¹ For that reason it is submitted that the connection between the activity and the dispute should remain second to the requirement for purposeful availment. Millstein, Nueberger and Weingart suggest that the state’s long arm statute may operate to assert jurisdiction in the event that the contract is in dispute, whether or not the defendant is resident in the state¹⁹² or not.¹⁹³ As the *World Wide Volkswagen* and *Burger King* cases confirm, the requirement of reasonableness is the second

¹⁸⁸ Abramson, note 26 supra at p.446.

¹⁸⁹ Abramson, *ibid.*

¹⁹⁰ Abramson, note 26 supra at p.450.

¹⁹¹ Abramson, *ibid.*

¹⁹² *Bensusan Restaurant Corp. v King*, 937 F. Supp 295 (S.D.N.Y 1996). Linked to the *Bensusan* case was the NY case *Telebyte Inc., v Kendaco Inc., d/b/a Telebyte Northwest and Telebyte NW*, EDNY 99-CV-3866 (ADS) 24/07/00 which held that mere accessibility of a web site does not equate jurisdiction.

¹⁹³ *Inset System v Instruction Set*, note 28 supra.

aspect or “step”¹⁹⁴ in establishing “Due Process.” In *Burger King*, a dispute arose over breach of a franchise agreement. On appeal the Eleventh Circuit held that the defendant’s continuous conduct had to be directed, “deliberate and repeated contacts”¹⁹⁵ towards the forum even if the defendant was not resident in the forum.

In determining whether it is reasonable to assert jurisdiction over the foreign defendant,¹⁹⁶ the court is obliged to consider¹⁹⁷ a range of “gestalt”¹⁹⁸ factors including

“the forum state’s interests in adjudicating the dispute ; the plaintiff’s interest in obtaining convenient and effective relief, at least when that interest is not adequately protected by the plaintiff’s right to choose the forum; the interstate judicial system’s interest in obtaining the most efficient resolution of controversies; and the shared interests of the several states in furthering substantive social policies.”¹⁹⁹

The gestalt factors are examples, as Chapter One explained, of how conflicts justice ensures that the forum with the closest or most appropriate connection adjudicates a cross-border dispute. As Epps explained, the test of reasonableness ensures that the foreign defendant is “protected against

¹⁹⁴ Brian K. Epps, “Maritz, Inc v Cybergold, Inc: The Expansion of Personal Jurisdiction in the Modern Age of Internet Advertising,” 1997 32 Ga L Rev 237 at p.251.

¹⁹⁵ Millstein, Nueberger and Weingart, note 17 supra at p.11-9.

¹⁹⁶ Deemed “the most important factor,” by George A. Zaphiriou in “Basis of the Conflict of Laws: Fairness and Effectiveness,” 1988 10 Geo Mason UL Rev 301, 303 at p.310 ; Trout-McIntyre, note 141 supra at p.230.

¹⁹⁷ Trout-McIntyre, *ibid*.

¹⁹⁸ *Asahi Metal Industry Co. v Superior Court*, 480 US 102, 109, 107 S.Ct. 1026, 1033 94 L.Ed.2d 92 (1987). Indeed reinforcement of reasonableness test was regarded as a helpful factor provided by the court in *Asahi*, at p.167.

¹⁹⁹ Affirmed by the Supreme Court in *World Wide Volkswagen*, note 136 supra at p.292 and *Burger King*, note 157 supra and termed ‘gestalt’ factors in *Digital Equipment*, note 162 supra. Abramson, note 26 supra p.443 *et seq* and Trout-McIntyre, note 141 supra.

inconvenient litigation”²⁰⁰ in a foreign forum. All of these gestalt factors are therefore relevant to electronic consumer contracts. With respect to the first factor, Abramson regards this requirement as

“one of the most important factors in the balancing process for determining the reasonableness of jurisdiction over a non-resident defendant.”²⁰¹

It is submitted that Abramson’s remark is significant when the consumer and business contracted via a web site. The “legitimate concern”²⁰² of the forum is to provide conflicts justice in situations where defendants, whilst not physically present, conduct their commercial activities in the forum. As Chapter One confirmed, the forum’s interest in resolving cross-border disputes has been compounded as a result of foreign businesses using electronic commerce more often to target, communicate and contract with consumers. The second and third gestalt factors can be considered together. As Chapter One explained, it will be inconvenient, costly and time consuming for individual consumers to raise proceedings in a foreign jurisdiction. Furthermore, if the consumer could only sue the business where it is situated, it will also be difficult and inconvenient for a consumer as a weaker party to know with certainty where that foreign business is located. As Chapter One confirmed, given the globally accessible and dematerialised nature of electronic commerce, the consumer’s position is more acute if has to raise proceedings in another jurisdiction. This is an example of how Abramson locates the plaintiff’s interest in a “comparison

²⁰⁰ Epps, note 194 supra at p.48.

²⁰¹ Abramson, note 26 supra at p.451.

²⁰² Abramson, note 26 supra at .452.

[of] convenience ... with another forum.”²⁰³ Fourthly, as stated in Chapter One, it is important generally that the forum provides consumers with a consistent and predictable basis for asserting jurisdiction when foreign businesses have undertaken commercial activity in the forum. For example, in *State by Humprey v Granite Gate Resorts*,²⁰⁴ the Minnesota court held that since the business’ web site offered global gambling opportunities twenty-four hours a day, the business had forfeited its “privilege of conducting activities within every state.” The court upheld the application of its long arm statute. The minimum contacts enquiry was satisfied having regard to the quantity of the contacts and the link between the contract and the dispute. By comparison, *American Network Inc., v Access America / Connect Atlanta Inc.*,²⁰⁵ the minimum contacts test was established when six web site users signed up to business services. Finally, both the forum and other states share an interest in providing a consistent and predictable rule for establishing jurisdiction when a consumer, as the weaker party, contracts with a foreign business via the WWW. As Chapter One demonstrated, a consumer will want to take advantage of being able to sue a foreign business in his own jurisdiction, especially if that business is located in another US state or out with the US. As stated in the second section of this Chapter, the United States must ensure that existing consumer protection policies adapt to provide effective, consistent and predictable juridical

²⁰³ Abramson, note 26 supra at p.458.

²⁰⁴ *State by Humprey v Granite Gate Resorts* N.W.2d, 1997 WL 557670 (Ct. App., Minn.) and 568 N.W. 2d 715 (Ct App., Minn., 1997).

²⁰⁵ *American Network Inc., v Access America / Connect Atlanta Inc.*, DC SNY 96 Civ 6823 13/08/97.

protection for consumers who contract electronically with foreign businesses. Since the minimum contacts test must be established for personal jurisdiction, the remainder of this Chapter will argue firstly that the accessibility of web sites, including passive web sites, should be distinguished from commercial activities conducted via active and interactive web sites. Secondly, this Chapter will argue that active and interactive web sites can effectively demonstrate purposeful availment if the business intended to target consumers in foreign jurisdictions. Thirdly, the Chapter will conclude that the “Sliding Scale” test should be amended, in line with the Fourth Circuit decision in *ALS Scan*, to incorporate the requirement that the business intended to target consumers via such web sites.

5. DEVELOPMENTS IN INTERNATIONAL PRIVATE LAW RULES FOR ELECTRONIC COMMERCE IN THE UNITED STATES

5.1 Accessibility of Web Sites and the “Stream of Commerce”

The essential aspect of commercial activity over the WWW is whether web site accessibility or interactivity constitutes purposeful availment in the forum and is thereby sufficient to establish jurisdiction in that state. The point is developed from Scoles and Hay who asked

“...whether a foreign business entity has purposefully produced effects in the forum state of such significance that it is not manifestly unfair to require him to resolve a resulting legal dispute in this state.”²⁰⁶

²⁰⁶ Scoles and Hay, note 21 supra at p.308.

The jurisdictional effect of economic activity in the forum was expressed in *McGhee v International Life Ins. Co.* In that case, the Supreme Court asserted that

“...it is sufficient for purposes of due process that the suit was based upon a contract which had a substantial connection with that state.”²⁰⁷

The issue to be resolved is whether there is a ‘substantial connection’ to the forum in order to assert jurisdiction and how such a substantial connection is defined. The issue highlights the necessity for minimum contacts with the jurisdiction requiring “additional activities”²⁰⁸ to be directed within the “stream of commerce.” On one level, such a requirement has helped to distinguish between the accessibility and the activity of a business’ web site. In addition such a requirement has, according to Stott, helped to distinguish further between the active and passive nature of web site activities. Stott maintained that if additional activity demonstrates that a business’ web site has entered the “stream of commerce” in line with the decision in *Asahi*,²⁰⁹ then personal jurisdiction ought to be upheld.²¹⁰ Whilst the *Asahi* decision is authority for this correct proposition, it will be demonstrated that “something more” as provided by the decision in *ALS Scan* is now necessary.

²⁰⁷ *McGhee*, note 154 supra.

²⁰⁸ *Maritz, Inc v Cybergold, Inc.*, note 9 supra and *Asahi Metal Industries v Superior Court*, note 198 supra David L. Stott, “Personal Jurisdiction in Cyberspace: The Constitutional Boundary of Minimum Contacts Limited to a Web Site,” 1997 15 Marshall J Computer and Info L 819 at p.840.

²⁰⁹ *Asahi v Superior Court*, note 198 supra.

²¹⁰ Stott, note 208 supra at p.853.

In *Asahi Metal Industries v Superior Court*, the Supreme Court ruled that personal jurisdiction is not established over a defendant who simply operates a web site that is accessible in the forum.²¹¹ As the American Bar Association (ABA) said in their Report on Jurisdiction,²¹²

“(M)ere maintenance of a web site cannot subject a defendant to global jurisdiction if the new technology is to be capable of meaningful use.”²¹³

As the ABA’s report rightly confirmed, mere maintenance or existence of a web site does not mean that a business has targeted parties in particular states. If businesses were to be held liable in every jurisdiction in which their web sites were capable of being viewed, many businesses would withdraw their web sites since businesses would be subjected to unforeseen risks and potential liabilities. Burns and Bales expressed concerns that jurisdiction over a web site could be established wherever that site was situated or accessible, ie worldwide jurisdictional reach.²¹⁴ Mitrani supports the view that the mere accessibility of a web site is an “expansive” approach to jurisdiction.²¹⁵ The fact that the parties have entered into a contract with each other does not appear to affect this rule.²¹⁶ It must be demonstrated that the parties have a relationship that is connected to the forum in a foreseeable and material way.²¹⁷

²¹¹ *Asahi*, note 198 supra. The “spider’s web” approach according to Burns and Bales, note 29 supra at p.31. Michael Geist, “Web Laws Reach Beyond Borders,” *The Globe and Mail*, 27/06/02, <http://www.theglobeandmail.com>.

²¹² ABA Report, note 88 supra at p.60.

²¹³ ABA Report, note 88 supra at p.31 and 60.

²¹⁴ Epps, note 194 supra, Stott, note 208 and Sam Puathasnanon, “Cyberspace and Personal Jurisdiction: The Problem of Using Internet Contacts to Establish Minimum Contacts,” 1998 *Loy.L.L.L.Rev* 31, 691.

²¹⁵ Mitrani, note 29 supra at p.56.

²¹⁶ A “simplistic notion” according to Rice, note 2 supra at p.429.

²¹⁷ *McGhee.*, note 154 supra.

In *Asahi Metal Industry Co. v Superior Court*,²¹⁸ the court reaffirmed²¹⁹ the “purposeful availment” requirement and confirmed that a business merely being in the “stream of commerce”²²⁰ was not enough to establish minimum contacts in the jurisdiction. By that, it was meant that placing an advertisement in a newspaper or magazine²²¹ to alert possible consumers to goods for sale does not render the business subject to the jurisdiction wherever that advertisement may arise. The court’s decision in *Asahi* was crucial. In *Asahi*, the court referred to two distinct “approaches” to jurisdiction. Justice O’Connor supported the “Highway approach” which considered whether conduct in addition to placing a product in the stream of commerce supported jurisdiction. Justice O’Connor’s view formed the majority decision that purposeful availment was not established. In comparison, Justice Brennan supported the “Spider’s Web approach” whereby jurisdiction is established wherever a business’ commercial activities can be accessed. The “Highway” approach has received support both from the case law and academics.²²² As Chapter Two illustrated, the European Commission confirmed the mere accessibility of a web site was not sufficient to establish jurisdiction under the Brussels 1 Regulation. Burns and Bales have criticised the *Asahi* decision for two main reasons. First, those authors maintained that the court in *Asahi* did not unequivocally resolve whether putting

²¹⁸ As with *World Wide Volkswagen*, note 136 supra.

²¹⁹ Born, note 126 supra at p.76.

²²⁰ A term previously used in product liability cases.

²²¹ *Weber v Jolly Hotels*, note 61 supra also said that advertisement in magazine not sufficient for purposeful availment, akin to decision by the US District Court of the Northern District of Illinois in *Transcraft Corp., v Doonan Trailer Corp.*, DC Nill No 97C 4943 12/11/97 and *Blackburn v Walker Oriental Rug Galleries* ED. Pa. No.97 – CV – 5704 07/04/98.

²²² Burns and Bales, note 29 supra at p.44-45.

items for sale in the stream of commerce was sufficient alone to establish personal jurisdiction.²²³ Second, those authors argue that the *Asahi* decision has been interpreted in different ways and those different interpretations render inconsistent results. For example, the cases to be discussed later demonstrate that the “something more” than just web site accessibility is definitely required, whereas in *Ruston Gas Turbines*,²²⁴ the court said that something more was not required. The authors also point out that that in *Carnival Cruise Lines*, the court did not consider the issue at all.²²⁵ Despite the different judicial opinions expressed in *Asahi* and given the subsequent authority considered below, the *Asahi* decision confirms that mere accessibility of a foreign business’ web site will not establish jurisdiction. Burns and Bales regard the “Spider’s Web” approach used by the courts in *Inset* as “flawed.”²²⁶ This is correct since jurisdiction must be established, *inter alia*, on the level of interactivity and not simply the accessibility of a web site. Burns and Bales argue for a three-stage test that distinguishes between passive, active and financial web sites, the latter of which would always establish jurisdiction. However, despite the incidence of interactive web sites and explicit reference to them in the “Sliding Scale” test, the key weakness of the Burns and Bales’ model is the omission of any reference to interactive web sites.

²²³ Burns and Bales, note 29 supra at p.38.

²²⁴ *Ruston Gas Turbines v Donaldson Company Inc.*, 9 F.3d 415, 418 (5th Cir.1993).

²²⁵ *Carnival Cruise Lines v Shute*, note 177 supra.

²²⁶ Burns and Bales, note 29 supra at p.44.

The decision in *Asahi* confirmed that “minimum contracts” would not be satisfied simply when the defendant simply placed its services in the “stream of commerce.” Without something more,²²⁷ a web site is merely accessible in the particular state and there is no evidence to substantiate business activity.²²⁸ As Kalow has suggested, the courts adopted two “patterns of analysis” in determining jurisdiction.²²⁹ The first pattern required purposeful availment and reasonableness for minimum contacts to be established. This first pattern, of which *Asahi* is an example, used *Zippo*’s “Sliding Scale” to determine whether the business’ use of a web site constituted purposeful availment. In addition the court could consider other factors, such as quantity of contacts and the gestalt factors mentioned earlier in this analysis. The second pattern, or “stream of commerce” analysis, of which *Inset System, Inc. v Instruction Set*²³⁰ is an example, required the business to consider whether it could anticipate being hauled into a particular US court or courts. The Connecticut District Court’s decision in *Inset* has been the subject of particular criticism. In *Inset*, the court asserted jurisdiction over a non-resident defendant who had not conducted business in Connecticut and did not have assets there. The business was deemed to have purposefully availed itself since its “solicitation[s] [were] of a sufficient[ly] repetitive nature,”²³¹ to justify minimum contacts. According to

²²⁷ Stott, note 208 supra at p.839-840.

²²⁸ *Asahi*, note 198 supra.

²²⁹ Kalow, note 142 supra at p.2265.

²³⁰ *Inset System, Inc. v Instruction Set*, note 28 supra. Yvonne A. Tamayo, “Who? What? When? Where? Personal Jurisdiction and the World Wide Web,” 4 Rich J L & Tech 7 (Spring 1998), http://www.urich-edu/~jolt/v4i3/tamayo_related.html (obtained 19/06/01).

²³¹ *Asahi*, note 198 supra ; Rice, note 2 at p.463.

Green, “(T)he [*sic*] precedential effect rendered by the *Inset Systems* holding is chilling ...assail(ing) the very essence of due process.”²³² The long-term effect of the *Inset* decision would have meant that any foreign business operating a web site, regardless of the nature (ie *accessibility*) of that web site, would have been subject to the jurisdiction of any court in the United States. As Probasco confirmed, the decision demonstrated how the US courts initially had difficulty in asserting jurisdiction over foreign businesses that conducted commercial activity via web sites.²³³ Such a decision was clearly contrary to the observation made earlier in this Chapter that “Due Process” is designed to protect defendants from “excessive governmental authority.”²³⁴ This point was reiterated in *Zippo* when the court said that *Inset* “represented the outer limited of the exercise of personal jurisdiction on the Internet.”²³⁵ It is imprudent that all web sites are regarded as advertising²³⁶ to consumers wherever they are capable of being viewed or accessed.²³⁷ Businesses would have difficulty knowing or reasonably anticipating where their web sites were being accessed to the extent that

“(W)ithout such indications of active (or perhaps ‘interactive’) efforts to secure customers in the forum state through [a] website, the use of the internet alone is no more indicative of local jurisdictional contacts than an isolated advertisement in a nationally distributed magazine.”²³⁸

²³² Green, note 35 supra at p.1064. Word modified for syntax.

²³³ Angela R. Probasco, “Due Process Analysis in *Millennium Enterprises, Inc v Millennium Music, LP*,” 2000 40 *Jurimetrics* 457 at 462-463.

²³⁴ Brand, note 31 supra.

²³⁵ *Zippo*, note 43 supra and Perry *et al*, note 13 supra.

²³⁶ In reference to the case *Winfield Collection v McCauley*, 105 F. Supp 2d 746, 750 (E.D.Mich., 2000).

²³⁷ *Ibid*.

²³⁸ Rice, note 2 supra at p.508. Word in brackets added.

Furthermore reliance on such precedent would undermine both the economic²³⁹ and marketing value of using web sites and the role of “Due Process” in protecting foreign defendants. As Stott remarked

“... due process could hardly be served if each state can exercise personal jurisdiction over an Internet user who maintains a web site.”²⁴⁰

Furthermore, subsequent cases have not supported the decision in *Inset* and have relied upon the “Highway approach” advocated by Justice O’Connor in *Asahi*. The case *McDonagh v Fallon McElligott Inc*²⁴¹ reiterates that the mere availability of a web site to residents in a forum state is not sufficient in itself to establish personal jurisdiction over the creator of the site where the dispute is not concerned with how the web site itself is operated. Additionally, the case *Hearst Corporation v Goldberger*²⁴² confirmed that simply the availability of a web site to forum residents is not sufficient in a case alleging infringement of a trademark dispute. The court in *Hearst* refused to follow earlier authority from the Minnesota Court of Appeal held in *Minnesota v Granite Gate Resorts Inc State of Minn Dist Ct.*²⁴³ In that unusual case, the court held that advertisements on an active web site that were accessible to and directed at Minnesota residents were deemed “sufficient contacts” with consumers in the state to subject the defendant to the jurisdiction of that state. In determining whether jurisdiction was reasonable, the court considered the five “gestalt”

²³⁹ Yagura, note 2 supra at p.327.

²⁴⁰ Stott, note 208 supra at p.852-853.

²⁴¹ *McDonagh v Fallon McElligott Inc* 1996 US Dist Lexis 15139 (S.D. Cal August 5 1996).

²⁴² *Hearst Corporation v Goldberger*, 96 Civ. 3620(PKL) (AJP), 1997 WL 97097 S.D.N.Y 26/02/97.

²⁴³ *Minnesota v Granite Gate Resorts Inc State of Minn Dist Ct.*, Ramsey County Court File No. c6-95-7227, 568 N.W.2d 715 (Dec.11 1996) aff’d No.C6-97-89, 576 N.W 2d 747 (Minn Ct App. Sept. 5, 1997).

factors including subsequent contact with the forum via the web site and the quality of the conduct. Importantly the court also said the state's consumer protection rules advocated the argument for jurisdiction.

The decisions in *Maritz v Cybergold* and *Bensusan v King* demonstrate the antagonism when web sites are equated to advertisements. In the *Maritz v Cybergold* case, it was held that the web site was neither active nor passive given that viewers were able to add their names to a mailing list on the site.²⁴⁴ Clearly, this might therefore apply to many web sites that provide a similar service. The court in *Maritz*²⁴⁵ upheld the important test of 'fairness' and jurisdiction was established. By contrast, the case of *Bensusan Restaurant Corp. v King*²⁴⁶ demonstrated that the passive web site is simply an information provider. In *Bensusan*,²⁴⁷ the court considered web site activity in the context of the New York long arm statute. No consideration was given to the "Due Process" requirement as the tort claim failed since defendant was not "physically present" in New York when the alleged act was committed as required by the state's long arm statute. The court confirmed that

"(M)ere foreseeability of an in-State consequence is not sufficient to establish personal jurisdiction. Creating a site is like placing a product in the stream of commerce, maybe felt nationwide – or even worldwide – but, without more, it is not an act purposefully directed towards the forum state."²⁴⁸

²⁴⁴ Epps, note 194 supra. Frederic Debussere, "International Jurisdiction over E-Consumer Contracts in the European Union: Quid Novi Sub Sole?" 2002 10 IJLIT 344.

²⁴⁵ Gasparini, note 62 supra at p.207 regards the decision in *Maritz* as being "on shaky ground."

²⁴⁶ *Bensusan v King*, note 192 supra. Tamayo, note 230 supra regards *Bensusan* as providing a "satisfactory examination" of the use of to Internet web sites.

²⁴⁷ *Bensusan v King*, note 192 supra.

²⁴⁸ *Bensusan*, *ibid.*

Many web sites do not enable businesses to interact or communicate directly with viewers browsing those web sites. Such sites may provide facilities for those browsing to register minimum details such as their name or email address with the site for future information or special offers.²⁴⁹ This is one of the reasons the decision in *Maritz* has been criticised.²⁵⁰ Stott maintains that, unlike the decision in *Hearst*, the court applied the “Spiders Web” approach to jurisdiction in finding that purposeful availment was satisfied. As stated earlier, the “Spider’s Web” approach enables jurisdiction to be established wherever a web site is accessed. Epps succinctly explained the effect of the “Spider’s Web” approach in the *Maritz* decision as follows.

“If the *Maritz* court’s reasoning is adopted by other US courts, it could affect companies advertising on the Internet around the world. Non resident defendants could be hauled [*sic*] into any court in the United States ...”²⁵¹

The decision in *Maritz* was not the most certain and predictable way of establishing that a business intended to undertake commercial activities in a particular jurisdiction. Essentially, this case illustrates the important distinction between the nature and content of web sites and advertising.²⁵² As the previous Chapters demonstrated, given their globally accessible nature, web sites are not the same as individual invitations or advertising to consumers in specific jurisdictions. Epps maintains that the court in *Maritz* went too far in extending

²⁴⁹ An example of “...a user [being able to] exchange information with the host computer,” Epps, note 194 supra at p.255. Words in brackets added.

²⁵⁰ Epps, *ibid* and Stott, note 208 supra at p.822 and 846 *et seq.*

²⁵¹ Epps, note 194 supra at p.241.

²⁵² In his paper, Epps refers to “globally and nationally distributed magazines” as such an analogy; *ibid* at pp.266, 268.

personal jurisdiction²⁵³ because it failed to consider the relationship between web site content, advertising and constitutional “Due Process.” Nevertheless, Epps concluded that *Maritz* would “continue to influence many courts and commentators in their reasoning and their findings.”²⁵⁴

In *Stephen C. Edberg et al v Neogen Corporation*²⁵⁵ the Connecticut District Court confirmed that it was not possible to assert jurisdiction over a non-resident defendant who maintained a web site that was accessible to residents in the forum. The web site facilitated the advertisement of products, enabled users to request information about products and offered a free telephone number for the placing of orders, although the order could not be completed or submitted online. There was one sale to a resident in the forum and this was held to be insufficient to find jurisdiction, as it did not satisfy the test of “minimum contacts.”²⁵⁶ Meanwhile, the US Court of Appeal of the District of Columbia in *GTE New Media Servs., Inc. v. Bell South Corp.*,²⁵⁷ also confirmed that the “mere accessibility” of a web site was not sufficient to assert specific personal jurisdiction. More recently in *Digital Control v Boretronics Inc.*,²⁵⁸ the District Court for the Western District of Washington held that no personal jurisdiction could be asserted over the defendant. In criticising the *Inset* case, the court said

²⁵³ Epps, *ibid* at pp.269-279.

²⁵⁴ *Ibid* at p.279. For example, see *Mieczkowski v Masco Corp.*, DC ETexas No.5:96cv286 18/03/98. In *Mieczkowski*, the defendant made numerous business contacts with the forum and the court cited *Maritz* in support of asserting jurisdiction.

²⁵⁵ *Stephen C. Edberg et al v Neogen Corporation* 17 F.Supp.2d 104 (D.Conn. 1998).

²⁵⁶ For minimum contacts see Patrick J. Borchers, “Judgments Conventions and Minimum Contracts,” 1998 61 Alb L Rev 4 1161.

²⁵⁷ *GTE New Media Servs., Inc. v Bell South Corp.*, 199 F.3d 1343 (D.D.C. 2000).

²⁵⁸ *Digital Control v Boretronics Inc.*, WD Wash No.C01-0074L 06/09/01.

that “something more” was necessary to establish sufficient contacts with the forum. Therefore the *Inset* case serves as a useful reminder that both the approach and decisions in *Asahi* and *Bensusan* were correct in so far as placing a web site in the “stream of commerce” will not satisfy purposeful availment. Subsequent cases have, in accordance with *International Shoe*²⁵⁹ and *Zippo*, focussed on the extent to which a business has conducted business in the forum, beyond merely advertising their services or making their web site accessible in the “stream of commerce.”

Essentially, it is submitted that the mere accessibility of a web site can now be attributed in the same way as a passive web site.²⁶⁰ A passive web site is essentially an information provider that does not allow the web site owner and viewer to communicate or contract with each other via that site. In *Cybersell, Inc. v Cybersell, Inc.*²⁶¹ the District of Arizona and the Ninth Circuit held that since the web site was passive there were no “continuous and systematic contacts” with the forum to establish jurisdiction. The court also stipulated that targeting activities in the state was necessary to establish jurisdiction.²⁶² The requirement for “something more” was expressly made by the court in *Telco*

²⁵⁹ *Worldwide Volkswagen v Woodson*, note 136 supra per Justice Marshall.

²⁶⁰ ABA Report, note 88 supra ; Rice, note 2 supra at p.521.

²⁶¹ *Cybersell, Inc. v Cybersell, Inc.* note 161 supra subsequently referred to in *Barrett v Catacombs Press* E.D Pa. Civ. No. 99-736 12/4/99 where the passive web site was deemed a fortuitous contact with the forum. See also David W. Falcon, “A Nice Place to Visit But I Wouldn’t Want to Litigate There: The Effect of *Cybersell v Cybersell* on the Laws of Personal Jurisdiction,” 5 Rich J L & Tech 11 (Spring 1999), <http://www.richmond.edu/~jolt/v5i3/falcon.html> (obtained 12/08/00).

²⁶² Aciman and Vo-Verde, note 50 supra.

*Communications Group, Inc. v An-Apple-a-Day, Inc.*²⁶³ Whilst the court confirmed and accepted the web site activity distinction in *Inset* it said that “repeated solicitation(s)” were necessary as “foreseeability [was] not sufficient”²⁶⁴ in that case.

The trend of decisions in relation to passive web sites has generally taken a three-fold approach. Firstly, the courts have likened such web sites with advertisements, readily available²⁶⁵ or accessible to viewers in multiple locations and therefore not demonstrating purposeful availment towards the forum. For example, in *Weber v Jolly Hotels* confirmed that a passive web site was akin to an advertisement in a national magazine.²⁶⁶ In *Hearst Corporation v. Goldberger*,²⁶⁷ despite New York residents viewing the web site, the court held that the defendant was not doing business in the forum. This case also confirmed that the availability of a web site to forum residents is not sufficient in a case alleging infringement of a trademark dispute. Secondly, the trend of court decisions has also distinguished web sites providing no more than information²⁶⁸ from those directly targeting business activities in the forum. In

²⁶³ *Telco Communications Group, Inc. v An-Apple-a-Day, Inc.* 977 F. Supp. 404 (E.D.Va. 1997).

²⁶⁴ *Telco*, *ibid.* Word added for syntax.

²⁶⁵ *Edberg*, note 255 *supra*.

²⁶⁶ *Weber v Jolly Hotels*, note 61 *supra*.

²⁶⁷ *Hearst Corporation v Goldberger*, note 242 *supra*.

²⁶⁸ For example, *John G. Green et al v William Manson & Co et al* (1998 US Dist Lexis 331, 996 F. Supp.394 (D.N.J March 5, 1998) where the court determined that it was insufficient to establish personal jurisdiction by simply maintaining a passive web site that was available to residents in the forum without something more – at all stages of the Zippo enquiry. *Envirotech Pumpsystems Inc., v Sterling Fund Systems AG* (No. 2:99CV814K 2000 US Dist. LEXIS 16942 (D. Utah 16/11/00)), the plaintiff sued for patent infringement on the defendant’s web site but the court held that the web site only provided information and therefore did not satisfy either general or specific personal jurisdiction. *Med-Tec Iowa Inc. v Computerized Imaging Reference*

*Soma Medical International v Standard Chartered Bank*²⁶⁹ Tenth Circuit Court of Appeal held that the web site was passive since it merely provided information. In *CFOs 2 Go, Inc. v CFO 2 GO, Inc.*,²⁷⁰ the court examined the method of communication with the plaintiff and held that purposeful availment could not be premised on simply web site and email communication. Thirdly, and linked to the first two points, the decisions to refuse jurisdiction over a passive web site have been premised upon constitutional considerations. For example, in *Ecotecture Inc., v Wenz*²⁷¹ a passive web site which provided free subscriptions to a journal and information did not meet purposeful availment requirements according to the US District Court of Maine. In reaching their decision, the court observed that the state's Long Arm Statute provided the "widest possible basis"²⁷² for establishing jurisdiction over a foreign defendant in accordance with the Fourteenth Amendment. The court was satisfied that the defendant had no way of knowing, *i.e. foreseeing*, the geographical location of those subscribing to its subscription service.²⁷³ In *SF Hotel Co. L.P. v. Energy Investments, Inc.*,²⁷⁴ the US District Court of Kansas said that, in line with *Zippo* and *Weber*, it would offend "Due Process" for personal jurisdiction in a trade mark dispute to be upheld when the web site was passive. Interestingly, the District Court for the Northern District of Mississippi held in *Lofton v Turbine*

Systems Inc. (S.D.Iowa No.4-02-CV-90338 3/10/02), was an example of passive web site which only provided information and did not facilitate interaction with web users.

²⁶⁹ *Soma Medical International v Standard Chartered Bank*, 196 F.3d 1292, 1295 (10th Cir.1999).

²⁷⁰ *CFOs 2 Go, Inc. v CFO 2 GO, Inc.*, 1998 U.S. Dist. LEXIS 8886 (N.D. Cal. 1998).

²⁷¹ *Ecotecture Inc., v Wenz*, F Supp 2d. 2000 W760961 D.Me May 16, 2000.

²⁷² *Ecotecture*, *ibid* at p.4.

²⁷³ *Ecotecture*, *ibid* at p.6.

²⁷⁴ *SF Hotel Co. L.P. v Energy Investments, Inc.*, 985 F. Supp. 1032 (D.Kan. 1997).

*Design*²⁷⁵ that by its passive web site the Florida defendant was subject to the Long Arm Statute. However, since there was no purposeful availment (i.e. purposeful contact in the State), “Due Process” was not satisfied and accordingly specific jurisdiction could not be established.

As consideration of the other levels of web site activity will demonstrate, the courts have looked for “something more” to satisfy purposeful availment and “Due Process.” The Fifth Circuit dismissed the *Mink v. AAAA Development et al*²⁷⁶ case for lack of jurisdiction since the plaintiff could not order online but only by email. In *Mink* the court commented that the exercise of jurisdiction over web sites that came in between the ‘active’ and ‘passive’ distinctions depended upon “the level of interactivity and commercial nature of the exchange of information.”²⁷⁷ The Vermont-based defendant’s web site was held to be passive. Whilst there was an e-mail facility and a toll-free number there was no evidence of contacts with residents in the forum, such as contracts, in accordance with the *Zippo* scale.²⁷⁸ The case *American Homecare Federation Inc v Paragon Scientific Corporation et al*²⁷⁹ concerned allegations of a trademark infringement. The web site was available to all US residents but the court classified the nature of its activity as passive. As a result, the court also

²⁷⁵ *Lofton v Turbine Design, F. Supp.2d* (2000 WL 6364711 N.D., Miss., 2000).

²⁷⁶ *Mink v. AAAA Development et al* 190 F.3d 333 (5th Cir.1999).

²⁷⁷ *Mink*, *ibid* at p.336 and in the process quoted *Zippo*, note 43 *supra*, at 1124 – this was also referred to in the case of *People Solutions Inc., v People Solutions Inc.*, No.Civ.A. 399-CV-2339-L. 2000 WL 1030619 (N.D.Tex).

²⁷⁸ This was the first time that the Fifth Circuit considered and adopted *Zippo*’s “Sliding Scale.”

²⁷⁹ *American Homecare Federation Inc v Paragon Scientific Corporation et al* Case No CV-893 (WVE) 1998 US Dist Lexis 17962 (D.Conn October 26, 1998).

held that the activity of the web site and the use of a free telephone number were insufficient to establish personal jurisdiction over a defendant who was not resident in the state. In *Fix My P.C. LLC d/b/a/ Fixx My PC v N.F.N. Associates, Inc. d/b/a Pure Logic Computers*,²⁸⁰ the Texas court held that it did not have jurisdiction over a non-resident defendant. The defendant's web site advertised services on the Internet that were available to Texas residents. The defendants also operated a free telephone number, but this was not accessible from its web site. The court rejected the decision in *Inset* which, as stated earlier, found jurisdiction on the basis of a passive web site and the availability of a free phone number. In addition to the *Fix My PC* case, the United States District Court for the District of East Virginia in *Rannoch, Inc. v Rannoch Corp.*,²⁸¹ confirmed that the defendant's conduct was in accordance with the state's long arm statute. The court's main consideration was whether the defendant's conduct in the forum constituted minimum contacts. The court held that by posting the web site, the defendants had merely entered the "stream of commerce" and therefore did not purposefully avail themselves of doing business which would have subjected them to the jurisdiction of East Virginia. Furthermore, the court confirmed that a 'passive' web site still meant that the web site was accessible in the forum but that this was not enough for personal jurisdiction. The court also criticised the *Inset* case on the basis that *Inset* didn't distinguish between purposeful availment in that state and purposeful availment

²⁸⁰ *Fix My P.C. LLC d/b/a/ Fixx My PC v N.F.N. Associates, Inc. d/b/a Pure Logic Computers*, 48 F.Supp. 2d 640 (N.D. Tex. 1999).

²⁸¹ *Rannoch, Inc. v Rannoch Corp.*, 52 F. Supp. 2d 681 (E.D. Va. 1999).

in other states.²⁸² In *Schweers v Hovaton*²⁸³ the court held that the defendants had not purposefully availed themselves of doing business in the forum. The plaintiff alleged trademark infringement over the name “Eagle Farm Ranch” but the District Court of New Mexico held that the defendant’s web site was not directed towards New Mexico. The court followed the *Zippo* “Sliding Scale” and confirmed that web site activity itself is not enough to establish personal jurisdiction.

The US District Court for the Eastern District of Virginia held that a web site in the case *Newspaper Association of America Inc., v Mancusi*²⁸⁴ was too passive for jurisdiction to be asserted. The web site neither sold goods nor sought information from those browsing its pages. The Newspaper Association sued the defendants for unfair competition as the defendant used a very similar domain name in one of his web sites to that used (but not owned by) the plaintiffs. The court considered the Virginia long arm statute and held that its requirements had been met. The court’s next consideration was whether jurisdiction was permitted in accordance with the constitutional “Due Process” test and referred to *America Online Inc. v Huang*²⁸⁵ on the level of activity of the web site. The court held that since the web site did not facilitate sales or

²⁸² A similar case on the latter point was *Roche v Worldwide Media, Roche v Worldwide Media* ED Va. No.99-1534-A 27/03/00 which involved a “passive” pornography site which linked automatically to the defendant’s web site. The court classified the activity specifically as less than that in *Rannoch*.

²⁸³ *Schweers v Hovaton*, D NM No. Civ 99-162 MV/DJS 31/8/97.

²⁸⁴ *Newspaper Association of America Inc., v Mancusi*, E.D.Va No. 01-1635-A 8/05/02.

²⁸⁵ *America Online Inc. v Huang*, E.D. Va 00-290-A, 13/07/00.

information transfer, jurisdiction was not established. Interestingly, the court also held that jurisdiction would not be established over the defendant's web sites that was not the subject of the actual dispute. It is submitted therefore that a link has to be established between the defendant's intention to target consumers in the forum and the level of web site activity used by the business to meet that commercial objective.

The courts have therefore looked at different factors to demonstrate "something more" for purposeful availment. Another example of "something more" was the defendant's actual knowledge of the plaintiff's well-known trademark in *Amazon.com v Webovation*.²⁸⁶ The District Court of the Western District of Washington upheld jurisdiction after considering the Ninth Circuit decision in *Panavision* (albeit a tort case) regarding purposeful availment. The *Zippo* "Sliding Scale" was used in the case *Desktop Technologies Inc., v Colorworks Reproduction and Design Inc.*²⁸⁷ to determine whether general or specific personal jurisdiction could be established. The court held that the defendant's web site was passive. The dispute arose when non-resident defendant allegedly used the plaintiff's trademark in its domain name. In this case, the court held that it could not assert general or specific jurisdiction over the defendant. The court took into account the existence of a passive web site and the advertisements issued by the defendants in respect of its services and for

²⁸⁶ *Amazon.com v Webovation*, W.D. Wash., C00-1173C 02/11/00.

²⁸⁷ *Desktop*, note 129 supra - recently followed by *Mar-Eco, Inc., v T&R and Sons Towing and Recovery Inc.*, A.2d 2003 WL 22718179, 2003 PA Super 444, Pa. Super, 19/11/03.

employment. In this case, the degree of interactivity did not affect the fact that the site was still deemed to be passive. The facts demonstrated that those visiting the web site could communicate with the defendants by email or telephone. There was even an online order form available, but this could not be completed or sent online.

In *Butler v Beer Across America* the US District Court of the Northern District of Alabama was not satisfied that general or specific jurisdiction had been established. In comparison to *Wise* (considered below in the context of general personal jurisdiction), the defendants had a web site but did not seek to conduct business via that web site to Alabama residents. The passive nature of the web site in the *Butler* case was recently referred to by the Supreme Court of Alabama in *Ex P. Troncalli Chrysler Plymouth Dodge, Inc In re David J. Case v. Alexander Dodge Chrysler Plymouth, Inc.*²⁸⁸ In referring to *Burger King*, the Court said

“...something more than an isolated contact initiated by an in-state plaintiff is required to satisfy the “purposeful-availment” prong of the due-process analysis. “Something more” might involve “prior negotiations and *contemplated future consequences*, along with ... the parties' actual course of dealing.”²⁸⁹

This case reiterates the view that prior negotiations or future contemplated consequences demonstrate “something more” for purposeful availment. It is

²⁸⁸ *Ex P. Troncalli Chrysler Plymouth Dodge, Inc In re David J. Case v. Alexander Dodge Chrysler Plymouth, Inc.*, 876 So.2d 459, Ala., Sep 12, 2003.

²⁸⁹ *Ex P. Troncalli Chrysler Plymouth Dodge, Inc Inc.*, *ibid* at p. 465.

submitted that the business' intention to contract with a foreign consumer is the common denominator to both of these examples. Since the "Sliding Scale" of Internet activities pronounced in the *Zippo* case, courts²⁹⁰ throughout the United States have pursued a qualitative analysis of the defendant's conduct in the forum, concerned with more than just web site accessibility (and indeed interactivity), to justify asserting jurisdiction in accordance with "Due Process."²⁹¹ Both the court's application and subsequent development of the "Sliding Scale" test will be examined, demonstrating the court's continued overarching desire to satisfy constitutional "Due Process."

5.2 The "Effects test"

At the same time as the courts were considering whether the use of web sites contributed to activities in the forum for non-tortious claims, the courts also considered how the "effects test" could establish jurisdiction over tort claims.²⁹² In *Calder v Jones*, the court confirmed that personal jurisdiction would be established if its three tests were satisfied as follows, namely the "relationship among the defendant, the forum and the litigation." The 'effects test' was

²⁹⁰ ABA Report, note 88 supra at p.60.

²⁹¹ Other cases which illustrate the point that mere accessibility would not establish jurisdiction ; *Drucker Cornell v Assicurazioni General SpA Consolidates* SDNY No.98-CIV 9186 16/03/00, *Telebyte Inc.*, and *Enterprise Rent-A-Car v Stowell* Ed.Mo. No.4:00CV0555 TCM 05/04/01 (where there was no communication or contract via email with the plaintiff). See also *V'soske Inc., v Vsoske.com* SDNY No.00 CIV 6099 (DC) 23/05/01 where the District Court for the Southern District of New York held that the court could not assert jurisdiction on the basis that a New York resident could access the Irish defendant's web site. A further reason for refusing jurisdiction was that there were no contracts with residents in New York on the basis of non-compliance with the long arm statute (as opposed to purposeful availment as in other cases).

²⁹² Yagura, note 2 supra at p.310 *et seq.*

applied in *Panavision Intl L P v. Dennis Toebben*.²⁹³ The court in *Panavision* used the three part test to establish specific jurisdiction not only on the basis of the web site but also that “something more” was evident, i.e. that the defendant knew that harm would occur in California.²⁹⁴ The requirements for purposeful availment in *Panavision* were re-confirmed in *American Hondo Motor Co Inc. v Rinkied Inc.*²⁹⁵ The defendant’s web site generated business in the forum state (California) when more than 80 residents contracted with the defendant. The dispute however concerned a trademark infringement and the court held that it had jurisdiction since the defendants had purposefully availed themselves in the forum. The court referred to the *Panavision* case requirements for purposeful availment, the defendant’s activities in the forum and the jurisdiction of the court and held since the defendant made no other attempts to advertise in California their web site was regarded as having generated the business. The “effects test,” has re-emerged²⁹⁶ in recent decisions to clarify further the extent to which a business has purposefully availed itself by its conduct in the forum state. For example, the requirement for “something more” was expressly confirmed by the Fourth Circuit Court of Appeal in *Carefirst of Maryland Inc., d/b/a Carefirst Blue Cross/Blue Shield v Carefirst Pregnancy Centers Inc., d/b/a*

²⁹³ *Panavision Intl L P v. Dennis Toebben*, 938 F. Supp. 616 (C.D. Cal., 1996), aff’d 141 F.3d 1316 (9th Cir. 1998). Dearing, note 53 supra.

²⁹⁴ Subsequently considered in *Healthgrades.com* case, note 47 supra, and expressly confirmed by the Fourth Circuit Court of Appeal, *Carefirst of Maryland Inc., d/b/a Carefirst Blue Cross/Blue Shield v Carefirst Pregnancy Centers Inc., d/b/a Carefirst and Netimpact Inc.* (CA-01-1578-CCB) 02/07/03, <http://laws.lp.findlaws.com/4th/021137p.html>, considered infra.

²⁹⁵ *American Hondo Motor Co Inc. v Rinkied* C.D. Cal. CV 98-7315 DDP 03/03/99.

²⁹⁶ Siddiqi asserts that most jurisdictional issues were controlled by *Calder v Jones* which now is used mostly for intellectual property disputes, note 4 supra at p.68. Green confirmed that (previously) the effects test was used in a “fairly narrow” way by the courts to “intellectual property and intentional tort claims,” note 35 supra at p.1062.

Carefirst and Netimpact Inc which will be considered later in this Chapter.²⁹⁷

Furthermore, Rule 4(k)(2) of the Federal Rule of Civil Procedure has also recently been used as a basis of federal jurisdiction over an out of state defendant. As will be examined later in this Chapter, the case *Graduate Management Admission Council v Raju*, demonstrates how

“Rule 4(k)(2)’s most obvious application [...] permit[s] specific jurisdiction over foreign defendants who have “minimum contacts” with the entire United States [...] [T]his was the purpose for which Rule 4(k)(2) was specifically intended.”²⁹⁸

The federal courts can apply Rule 4(k)(2) on two conditions. Firstly, it can be used when a state court cannot assert personal jurisdiction. Secondly, it can only be used when the dispute relates to federal law. The extent to which the potential future application of Rule 4(k)(2) to electronic commerce disputes could be utilised will be considered later.

In the absence of specific national (or international) guidance on jurisdiction for electronic commerce disputes, the courts in the United States have applied²⁹⁹ the “Sliding Scale” or the “effects” tests to determine if jurisdiction has been established against a foreign business that operates a web site. However the test of personal jurisdiction is challenged in the context of electronic commerce. The reasons for this include firstly that the Supreme Court had not affirmed the “Sliding Scale” test and secondly that scale itself is by no means all

²⁹⁷ *Carefirst*, note 294 supra.

²⁹⁸ Born, note 126 supra at p.196. Word in bracket modified.

²⁹⁹ *Panavision*, note 293 supra where the court said, “(W)e are asked to apply existing rules of personal jurisdiction to conduct that occurred, in part, in “cyberspace”.”

encompassing.³⁰⁰ A consideration of subsequent cases will demonstrate that even at the most active end of the spectrum, such activities are not in themselves always sufficient to assert specific personal jurisdiction over a foreign defendant.³⁰¹ Probasco maintains “interactivity serves little or no purpose.” With respect, this view is at odds with the nature and purpose of electronic commerce to facilitate cross-border marketing activities and instantaneous communication. In the same paper, Probasco then stresses that if a business operating a web site now necessitates that the business targeted residents in a particular state, the level of activity (together with other factors and an intention) will contribute towards determining personal jurisdiction. From the analysis of the cases, the test of minimum contacts is most concerned with the intention and impact of the web site activity towards the forum state no matter whether the defendant is located in another state or country. Thereafter the remainder of this chapter will briefly consider the analogous issues of whether jurisdiction can be established where a web site is physically located and the role and effect of choice of forum clauses³⁰² before assessing the impact of the trends from recent cases that have questioned the need for adaptation of the “Sliding Scale” test.

³⁰⁰ The “Sliding Scale” has not gone without its critics, e.g. particular contributions to the Consumer Project on Technology’s newsgroups on the Hague Conference’s proposed judgments convention (which can be found at <http://www.cptech.org/ecom/jurisdiction/hague.html>) expressed the opinion that these tests do not make adequate reference to the actual technology used. See Green, note 35 supra, *Hurley v Cancun Playa*, E.D.Pa. 99-574 31/08/99 and Geist note 36 supra.

³⁰¹ Probasco, note 233 supra at p.467.

³⁰² Millstein, Neuburger and Weingart, note 17 supra at p.11-11.

6. ACTIVITIES OF AN OUT-OF-STATE DEFENDANT'S WEB SITE: ADAPTING ZIPPO'S 'SLIDING SCALE'

6.1 Minimum Contacts and 'Interactive' Web Sites

Despite many cases establishing the degree of web site interactivity combined with other factors required for “Due Process,” an “ambiguous concern”³⁰³ remains with the “Sliding Scale” test. According to Westermeier, the “most troublesome” aspect of the “Sliding Scale” is that it has only been concerned with extremes of web site activity.³⁰⁴ Geist similarly refers to the “Sliding Scale” as a “passive-active” test. Accordingly, the court’s decisions to assert jurisdiction or not have, in the majority of instances,³⁰⁵ been premised on *both* the nature of web site activity *and* other factors demonstrating *quality* of contact with residents in the forum. It is submitted that the most important factor now (in addition to the level of web site activity) is demonstrating the business’ *intention to target* commercial activity in a particular jurisdiction, in line with the decisions in *Asahi* and *ALS Scan*. For example, the combination of the interactive web site and the defendant’s conduct via its web site and newspapers in the forum were sufficient to demonstrate persistent conduct in *Heroes, Inc. v. Heroes Foundation*.³⁰⁶ Similarly, the US District Court of Massachusetts in *Hasbro, Inc. v. Clue Computing, Inc.*,³⁰⁷ held that specific personal jurisdiction

³⁰³ Stott, note 208 supra at p.843.

³⁰⁴ Initial concern on this point was made by the ABA in their report, note 88 supra at p.63.

³⁰⁵ *Starmedia Network Inc. v Star Media Inc.*, SDNY case No.00 CIV 4647 23/04/01, distinguished from the *Cybersell* case. In *Starmedia*, it was held that the web site was interactive, with minimum contacts and purposeful availment established in New York even though no contracts entered into in the forum.

³⁰⁶ *Heroes, Inc. v. Heroes Foundation*, 958 F.Supp.1, 14 (D.D C.1996).

³⁰⁷ *Hasbro, Inc. v. Clue Computing, Inc.*, 994 F. Supp. 34 (D. Mass. 1997).

could be upheld over a trademark dispute since the defendant advertised for customers from all states. In *Clipp Designs v Tag Bags*,³⁰⁸ jurisdiction was established since in addition to advertising, the defendant business could obtain orders via their web site. Other examples of an interactive web site establishing jurisdiction were demonstrated by *Blumenthal v. Drudge*³⁰⁹ where the District Court for Columbia District held that since the defendant “had an interactive web site ...accessible [in the forum] ...and, in addition ... sufficient non-Internet related contacts,”³¹⁰ the exercise of jurisdiction was reasonable. In *People Solutions Inc., v People Solutions Inc.*³¹¹ (a trademark infringement case), the Northern District of Texas held that there was no purposeful availment even though the defendant had, in accordance with *Zippo*, an interactive or “middle ground” web site.³¹² The court followed the Fifth Circuit in *Mink* and held that there were no repeated contacts to justify specific personal jurisdiction. Furthermore, the court confirmed that jurisdiction cannot be premised on a “mere possibility, with nothing more than the defendant may be able to do business with [forum residents] over its web site”³¹³ This case reinforces the importance of a contract to *ALS Scan*’s intentional targeting test which will be considered later in the Chapter. In the more recent case *Washington State Department of Revenue v Www.dirtcheapcig.com Inc.*,³¹⁴ the Washington

³⁰⁸ *Clipp Designs v. Tag Bags* 996 F. Supp. 766 (N.D. Ill. 1998).

³⁰⁹ *Blumenthal*, note 51 supra. Rice, note 2 supra at footnote 107.

³¹⁰ *Blumenthal*, *ibid* at p.56.

³¹¹ *People Solutions*, note 277 supra.

³¹² *People Solutions*, *ibid* at p.3.

³¹³ *People Solutions*, *ibid* at p.4. *Mink*, note 276 supra.

³¹⁴ Recently referred to by the US District Court for the Southern District of New York in *City of New York v. Cyco.Net, Inc.*, Slip Copy, 2005 WL 174482, RICO Bus.Disp.Guide 10,824, S.D.N.Y., Jan 27, 2005.

District court confirmed that the sale of goods via an interactive web site by a Missouri defendant, in accordance with *Stomp Inc. v NeatO LLC*,³¹⁵ satisfied purposeful availment. The test of “Due Process” was also satisfied on the premise that there was a sufficient connection between the contacts in the forum and the dispute to support specific personal jurisdiction as reasonable.

As the following cases on interactive web sites show, the quality and nature of the *defendant’s* contacts are imperative to the courts’ analysis and reasoning when determining either general or specific jurisdiction. In *Resuscitation Technologies Inc v Continental Health Care Corp.*,³¹⁶ the court held that the defendants ought to be subject to the personal jurisdiction of the courts even though they did not have offices in the jurisdiction, nor conducted business there. The court based their decision on the emails (eighty in total) and telephone conversations that the defendants had with an Indiana resident to form a company there. The defendant’s web site was held to be interactive. The question thereafter was whether the defendant’s actions were in accordance with “Due Process.” The court used the “Sliding Scale” and again was concerned with the quality of the activities in relation to the activity in question. In *International Star Registry v. Bowman-Haight Ventures, Inc.*,³¹⁷ the US District Court for the Northern District of Illinois held that the defendants were subject

³¹⁵ *Stomp Inc. v NeatO LLC*, 61 F.Supp.2d 1074, 1078, n.7 (C.D.Cal.1999).

³¹⁶ *Resuscitation Technologies Inc v Continental Health Care Corp* IP 96-1457 –C-M/S, 1997 US Dist Lexis 3523 (So. Dist. Indiana March 24, 1997) 1997 WL 148567 (S.D Ind 24/03/97).

³¹⁷ *International Star Registry v. Bowman-Haight Ventures, Inc.*, 1999 U.S. Dist. LEXIS 7009 (N.D. Ill. 1999).

to the jurisdiction of the court since they sold defective goods to residents in that state. Again, the court upheld the *Zippo* “Sliding Scale” and to determine purposeful availment, the court reiterated the importance of the defendant’s quality of the contacts with the forum. In *American Eyewear Inc. v Peepers Sunglasses*³¹⁸ the Federal District Court in the Northern District of Texas considered the jurisdictional analysis in the *Mink* case to determine whether the state’s long arm statute and “Due Process” tests were satisfied in a dispute involving the defendant’s³¹⁹ web site. The court held that the defendant’s web site fell into the middle of the “Sliding Scale”, and referred to the Fifth Circuit’s decision in *Ruston Gas Turbines v Donaldson Company Inc.*,³²⁰ on the extent to which the gestalt factors satisfied the test of reasonableness. The District Court for the Northern District of Texas upheld the *American Eyewear* case in *Carrot Bunch Co., Inc. v. Computer Friends, Inc.*³²¹ In *Carrot Bunch*, the court held purposeful availment was satisfied that since the defendant’s “website sen[t] an e-mail confirmation of purchase to those customers who provide their e-mail addresses. This direct contact result[ed] in an exchange of information between the website and the consumers who order[ed] the inkjet printer cartridges.”³²² The court was satisfied that the sales constituted something more, in comparison to the mere possibility of sales in *People Solutions*.³²³ These decisions

³¹⁸ *American Eyewear Inc. v Peepers Sunglasses*, 106 F.Supp.2d 895, 901 (N.D.Tex.2000).

³¹⁹ The defendant was a subsidiary of Eyecity.com but jurisdiction was not established over that company since it did not make continuous and substantial contacts in Texas.

³²⁰ *Ruston Gas Turbines Inc*, note 224 supra.

³²¹ *Carrot Bunch Co., Inc. v. Computer Friends, Inc.*, 218 F.Supp.2d 820, N.D.Tex., Aug 14, 2002.

³²² *Carrot Bunch*, ibid at p.826. Words modified for syntax.

³²³ *People Solutions*, note 277 supra.

demonstrate how significant the existence of communication or a contract between the parties is to the “Due Process” enquiry. Indeed, sufficient communication and the existence of a contract are strong indicators of the foreign business’ intention to contract with a consumer in the forum.

The search for facts demonstrating qualitative contacts has also been evident in cases seeking to establish *general* personal jurisdiction. The following two examples confirmed the Third Circuit’s endorsement of the “Sliding Scale” test. The first case, *Desktop Technologies, Inc. v. ColorWorks Reproduction & Design*,³²⁴ considered what other factors demonstrate contacts with the forum. The Third Circuit court mentioned the Superior Court case *Efford v The Jockey Club*³²⁵ that considered the “Sliding Scale” and concluded that even though the web site was passive (since the order form was accessible online but could not be submitted online), there were still insufficient additional factors to establish purposeful availment. The defendants did not have an office or property in the forum, nor did they have agents or employees or pay taxes in the jurisdiction either.³²⁶ Despite web users’ ability to interact with the business, it was not sufficient for minimum contacts in *Efford v the Jockey Club*.³²⁷ The Superior

³²⁴ *Desktop Technologies, Inc.*, note 129 supra.

³²⁵ *Robert and Lauren Efford t/a Goldhope Farm v The Jockey Club*, No.1621 EDA 2001 Superior Court of Pennsylvania, http://www.courts.state.pa.us/opPosting/Superior/OUT/s04004_02.pdf (obtained 22/04/02).

³²⁶ Both this case and the decision in *S. Morantz Inc. v. Hang & Shire Ultrasonics, Inc.* (1999 U.S. Dist. LEXIS 19412 (E.D. Pa. 1999) where web site of the defendant enabled customers to download an enquiry form but this was not enough for personal jurisdiction) below were subsequently referred to in *Accuweather Inc. v Total Weather Inc.*, M.D Pa. No.4:DV-02-0006 2/10/02.

³²⁷ *Efford v The Jockey Club*, note 325 supra.

Court held that the web site was interactive in accordance with “Sliding Scale” and satisfied the long arm statute but did not satisfy the “Due Process” minimum contacts requirement. The reasons for this were premised on the facts that the plaintiffs were not sent information by email and the defendant was not regarded as targeting Pennsylvanian residents. Both the *Desktop* and *Efford* cases were subsequently followed by the Superior Court of Pennsylvania in *Mar-Eco, Inc. v. T & R and Sons Towing and Recovery, Inc.*³²⁸ In that case, whilst the web site was “undisputedly”³²⁹ interactive, the court had to be satisfied that “something more” existed for jurisdiction. The court was satisfied that the quality of contact operable via the defendant’s web site was more than adequate for general personal jurisdiction. In the second example, *Molnlycke Healthcare AB v Dumex Medical Surgical Procedures*,³³⁰ the existence of an interactive web site available in Pennsylvania did not mean however that the defendant had demonstrated continuous and systematic contacts with the forum³³¹ to satisfy the requirement for general personal jurisdiction. The court was not prepared to hold that such sites (where goods could be ordered) could expose businesses to general personal jurisdiction. The court said that *Zippo*’s “Sliding Scale” test could be used to establish general as well as specific jurisdiction, but affirmed that a high standard was still required to establish general jurisdiction. Despite advances in technology, the court was not satisfied that

³²⁸ *Mar-Eco, Inc. v. T & R and Sons Towing and Recovery, Inc.*, 837 A.2d 512, 2003 PA Super 444, Pa.Super., Nov 19, 2003.

³²⁹ *Mar-Eco Inc.*, *ibid* at p.517.

³³⁰ *Molnlycke Healthcare AB v Dumex Medical Surgical Procedures* No. CIV. A. 99-1725 64 F.Supp.2d 448 Sept. 7, 1999.

³³¹ *Molnlycke Healthcare AB*, *ibid* at p.453.

“ .. general personal jurisdiction could be established *solely by the existence of web sites such as these ...*”³³²

The decision in *Molnlycke* was affirmed in *Snyder v Dolphin Encounters Ltd.*,³³³ where the court reconfirmed the high standard that had to be met to establish general personal jurisdiction. The District of Columbia Circuit held that the web site in *Gorman d/b/a Cashbackrealty.com v Ameritrade Holding Corporation and freetrade.com Inc.*³³⁴ was in between the passive and interactive distinction. The court considered whether the defendant was doing business in the forum and confirmed “doing business [in accordance with the District of Columbia long arm statute] is co-extensive with the reach of constitutional due process.” Since the web site enabled parties to contract online it held that conduct was “continuous and systematic” premised on the “examination of frequency and volume of the firm’s transactions with District residents.” Meanwhile in both *Hurley v Cancun Playa Oasis International Hotel*³³⁵ and *Coastal Video Communications v. Staywell Corp.*,³³⁶ the court held that the *potential to contact* residents in a forum was not sufficient even though the web site was interactive,³³⁷ contacts had to be “continuous and systematic” to demonstrate the

³³² *Molnlycke Healthcare AB*, *ibid* at p.455. Italics added for emphasis.

³³³ *Snyder v Dolphin Encounters Ltd.*, E.D. Pa. No.02-CV-1264 10/12/02. In *Snyder*, the plaintiff sought to assert jurisdiction over the defendant as the defendants received payment for their services from the plaintiff via an agent in the forum.

³³⁴ *Gorman d/b/a Cashbackrealty.com v Ameritrade Holding Corporation and freetrade.com Inc.*, 293 F.3d 506, 513 (D.C.Cir.2002).

³³⁵ *Hurley*, note 300 *supra*.

³³⁶ *Coastal Video Communications v. Staywell Corp.*, 1999 U.S. Dist. LEXIS 11827 (E.D. Va. 1999)

³³⁷ In addition to the interactive nature of the web site, the court referred to the number of hits on the web site and the volume of business.

defendant's actual contact with residents in the forum to establish general personal jurisdiction.

“The mere existence of an interactive web site, without proof that there was continuous and systematic contact between the forum state and web site, is not sufficient for a court to exercise general jurisdiction.”³³⁸

A similar case was *Dagesse v Plant Hotel NV*.³³⁹ In *Dagesse*, the District Court for New Hampshire was asked to consider whether the business specifically directed its activities to the forum for the purposes of establishing jurisdiction.³⁴⁰

The court held that the plaintiffs did not use the defendant's web site before the parties' dispute arose. Whilst the court did not approve *Zippo* as they deemed it applied to extreme cases, they nevertheless regarded the defendant's web site as falling in the middle of that spectrum. However, since the plaintiffs had not accessed the defendant's web site before the dispute, the court held that there were insufficient facts to uphold the requirement of “relatedness” for specific personal jurisdiction. The ruling in *Dagesse* confirms that in addition to the level of activity of the web site, the plaintiff must have accessed the web site in order to associate the business' web site activities with a particular jurisdiction. This point is important as it demonstrates the different approaches in the EU and US on the need for relatedness between the business' commercial activities and the dispute. As the last chapter on the Brussels 1 Regulation observed, it should only be necessary that the business' web site was intended for consumers in that jurisdiction before the parties' contracted with each other. It is submitted that purposeful availment is more important than relatedness for “Due Process.” In

³³⁸ *Coastal Video Communications*, note 336 supra at p.571.

³³⁹ *Dagesse v Plant Hotel NV* DNH No. CV-98-713-B 05/01/00 at p.1224.

accordance with the court's approach in *Digital Equipment*, if the business intended to "target"³⁴¹ particular states via an interactive web site, the lack of *prior* contact should not prevent purposeful availment from being established provided the business intended to target consumers in the forum and the parties have subsequently contracted with each other. The level of web site activity is entirely under the selection, direction and control of a business. As Rice explains, an interactive web site is

"...used by the operator to conduct transactions with persons in the forum state, receiving on-line orders and posting confirmation or other messages directly to specific customers."³⁴²

If the business intended to contract with consumers in particular jurisdictions, its contacts with consumers in different fora must not, as *Burger King* affirmed, be "random, fortuitous or attenuated."³⁴³ Therefore if the business has chosen to operate its business activities via an interactive web site, and a contract is subsequently concluded with a consumer in a foreign jurisdiction via another means of communication (for example, email, telephone or fax message), purposeful availment should be established.

The "primary analysis" of "Due Process" in *Dagesse* was reaffirmed by the Supreme Court of New Hampshire in *Metcalf v Lawson*³⁴⁴ and again in *The Lyme Timber Co. v. DSF Investors LLC*.³⁴⁵

³⁴⁰ Perhaps in response to the difficulties or a lack of preference for the "Sliding Scale" test.

³⁴¹ *Digital Equipment*, note 162 supra at p.472.

³⁴² Rice, note 2 supra at p.464.

³⁴³ *Burger King*, note 157 supra.

³⁴⁴ *Metcalf v Lawson*, 148 N.H. 35, 802 A.2d 1221, N.H., Jun 25, 2002.

³⁴⁵ *The Lyme Timber Co. v. DSF Investors LLC*, 150 N.H. 557, 842 A.2d 115, N.H., Feb 17, 2004.

In *Metcalf*, the Supreme Court of New Hampshire held that the case was an “isolated” situation as it involved conduct on a public auction site (Ebay) as opposed to considering the level of activity of a private business’ own web site. The *Metcalf* case raised a significant point. It confirmed the application of *Compuserve v Paterson* test that the defendant has to have “knowingly contracted” in the forum by “directed activities” at the forum or by “engaging in ongoing commercial relationship through the use of the Internet.”³⁴⁶ Since the defendant in *Metcalf* did not know who would bid for the goods she was selling, and where those bidders were situated, she was not deemed to have purposefully availed herself of doing business in New Hampshire via a public auction web site. It is submitted that this case implicitly illustrates the significance of foreseeable and intended targeting in accordance with *ALS Scan Inc.* and *Graduate Management Admission Council v Raju.*³⁴⁷ In the latter case, the court confirmed that in order

“(T)o determine whether an “interactive” website is grounds for personal jurisdiction, a court must consider the “level of interactivity and the commercial nature of the exchange of information that occurs on the Web site.”³⁴⁸

In *The Lyme Timber Co.*, the Supreme Court of New Hampshire confirmed that since the defendant’s web site was interactive *and* the defendant had

“directed its communications to [the plaintiff] ... the alleged impact cannot be said to be fortuitous ... [and that the defendant] availed itself of the privileges and protections of New Hampshire law.”³⁴⁹

³⁴⁶ *Compuserve*, note 159 supra.

³⁴⁷ *Graduate Management*, note 52.

³⁴⁸ *Graduate Management*, *ibid* at 594.

³⁴⁹ *The Lyme Timber Co.*, note 345 supra at p.120.

In *Wise, et al., v. Lindamood, et al.*,³⁵⁰ the Canadian defendant's web site that enabled viewers to request materials and information as well as registering for services was deemed mid way and moderately interactive on the "Sliding Scale" by the District Court of Colorado. The court also took into account the requirement that the plaintiff had to provide a contact email address to be able to communicate with the business. By considering both the web site's activity in the forum and other contacts that demonstrated the business' intention, the court held that general jurisdiction had been established.

In *Millennium Enterprises, Inc. v. Millennium Music, L.P.*,³⁵¹ a South Carolinian business sold compact discs and jurisdiction was sought as result of one compact disc being sold in the forum. The court held that it could not accept jurisdiction in this case since the defendant's contacts were clearly not deemed systematic and continuous for general jurisdiction with the result that there was no purposeful availment to attach specific jurisdiction to the defendant's conduct. In line with the Ninth Circuit, the *Millennium* case endorsed *Zippo* "Sliding Scale" of web site activity but stressed that in accordance with *Cybersell* "something more" was necessary if the constitutional requirement of "Due Process"³⁵² was also to be satisfied. For example, actual sales to residents in the forum or a site more *specifically targeted* at that forum state³⁵³ would constitute something more. Indeed, the fact that the plaintiff has simply bought

³⁵⁰ *Wise et al., v. Lindamood, et al.*, 89 F. Supp. 2d. 1187 (D. Col. 1999)

³⁵¹ *Millennium Enterprises, Inc. v. Millennium Music, L.P.* 33 F.Supp. 2d 907 (D. Or. 1999).
Probasco, note 233 supra.

³⁵² Probasco, note 233 supra at p.464 *et seq.*

one compact disc in an attempt to establish jurisdiction³⁵⁴ did not demonstrate that the defendant has purposefully availed themselves of the protection of the forum. In particular, the court said that

“ ... the middle interactive category of Internet contacts as described in *Zippo* needs further refinement to include the fundamental requirement of personal jurisdiction: "deliberate action" within the forum state in the form of transactions between the defendant and residents of the forum or conduct of the defendant purposefully directed at residents of the forum state.”³⁵⁵

Probasco has commented that the *Millennium* case “failed to acknowledge the *unimportance* of web site level of interactivity.”³⁵⁶ However, with respect, the *Millennium* case demonstrates that had there been additional activity such as sales in the forum, jurisdiction would have been established. For that reason, the *Millennium* case demonstrates how significant a business’ intention is in establishing purposeful availment.

In addition to the quality of the defendant’s contacts, the *plaintiff’s actual use* of the defendant’s interactive web site has also been indicative of the quality of contacts with persons in the forum state. The following cases demonstrate that as part of the “something more” analysis, the courts are not inclined to assert jurisdiction if there is an ambiguity regarding the business’ intention to target particular jurisdictions *and* the plaintiff has not accessed the defendant’s web site. In *Deckler v Circus Circus Hotels* personal jurisdiction could not be

³⁵³ Probasco, note 233 supra.

³⁵⁴ In that case a friend of the plaintiff’s lawyer made the purchase.

³⁵⁵ *Millennium*, note 351 supra at p.921.

³⁵⁶ Probasco, note 233 supra at p.468. Word italicised for emphasis.

exercised in New Jersey for two main reasons. Firstly, the court was not satisfied that the defendant's national advertising demonstrated an intention to purposefully avail itself in New Jersey. Secondly, the plaintiffs had not demonstrated that they had accessed the business' web site. For example, the plaintiff had not made her reservation online. Thirdly, there was a choice of forum clause in favour of Nevada on the defendant's web site. In *Uncle Sams Safari Outfitters Inc v Uncle Sams Army Navy Outfitters Manhattan Inc*³⁵⁷ the web site was potentially interactive but jurisdiction was not upheld since there was no evidence that it was accessed in Missouri. The Eastern District Missouri Court confirmed that something more was needed than the mere existence of a web site. Since the defendant intended that its interactive web site could be accessed in the forum, personal jurisdiction could be established. However, the court distinguished *Maritz* since the defendant had no other contact with residents in the state. Therefore, if the consumer wishes to assert jurisdiction over a business premised on its interactive web site, evidence of the plaintiff's use of the web site will, and should, contribute towards satisfying purposeful availment.

Further assertion of the significance of the plaintiff's use of the web site to demonstrate "something more" was confirmed in *Advanced Software Inc. v Datapharm Inc.*³⁵⁸ Even though the defendant operated an interactive web site

³⁵⁷ *Uncle Sam's Safari Outfitters Inc v Uncle Sam's Army Navy Outfitters Manhattan Inc.*, E.D.Mo CV 1633 DDN 13/04/00.

³⁵⁸ *Advanced Software Inc. v Datapharm Inc.* C.D Cal. No. CV 98-5943 DDP 3/11/98.

which could be accessed in California, the US District Court for the Central District of California said that it did not have jurisdiction in the trade mark infringement case unless there was evidence that the site was used in the forum i.e. “something more” (as in *Panavision* and *Cybersell*) required in terms of “Due Process.” Despite an interactive web site that contained a hyper-link and a free telephone number, the court followed *Mink* and held that unless the plaintiffs had actually used the web site, the defendant had not purposefully availed itself of doing business in the forum. The court concluded,

“(I)t should be of no consequence that a site is interactive unless it is shown that people within the forum state have utilized the interactive features of the site.”

The court’s opinion was grounded in the prevention of every web site accessible (thereby refuting mere accessibility) in the forum rendering a business subject to the jurisdiction of that forum and protection of the business’ prerogative to do business with others domiciled in different states.

Finally, application of the effects test has also begun to emerge with respect to an interactive web site. In the *IAccess Inc v Webcard Technologies Inc*,³⁵⁹ case, the US District Court for Utah granted a motion to dismiss the plaintiff’s claim on the validity of a patent. The court held that as the web site was moderately interactive, it was “insufficient to subject it to court’s personal jurisdiction.”³⁶⁰

The decision in the *IAccess* case confirmed that the plaintiff had to demonstrate

³⁵⁹ *IAccess Inc v Webcard Technologies Inc*, 182 F. Supp.2d 1183, 24/01/02.

³⁶⁰ *Ibid.*

a sufficient “nexus”³⁶¹ between the defendant’s specifically directed activities and the forum in accordance with *Asahi* and *Calder*.³⁶² The court was not satisfied that, in accordance with *Millennium Enterprises*, the defendant had targeted Utah residents or that Utah residents had interacted with the defendant’s web site.³⁶³ Therefore, as far as interactive web sites are concerned, the nexus required between the foreign business’ web site and the jurisdiction must be premised on the business’ intention to target consumers in particular jurisdictions, the nature of the web site, any exchange of communication and the existence of a contract between the parties.

6.2 Minimum Contacts and ‘Active’ Web Sites

If the “passive-active” or “Sliding Scale” test focuses only on extremes of web site activity, the courts would only be concerned with determining the level of such activity for purposeful availment. The following cases demonstrate that despite evidence of a high level of web site activity, the courts consider traditional advertising or other contacts as much when determining that the business has demonstrated purposeful availment. In *International Star Registry v. Bowman-Haight Ventures, Inc.*,³⁶⁴ the court considered whether long arm jurisdiction was permitted. Since the defendant’s web sites were available to view in the United States, the plaintiff alleged that there was a “false

³⁶¹ *IAccess*, note 359 supra at p.1189. Lockerby, note 15 supra.

³⁶² *IAccess*, note 359 supra at p.1186.

³⁶³ *IAccess*, note 359 supra at p.1187-1188.

³⁶⁴ *International Star Registry v Bowman-Haight Ventures, Inc.*, 1998 U.S. Dist. LEXIS 10459 (E.D.Va. 1998).

association” between the parties. Despite “little appellate authority” and inconsistent district court decisions, the court upheld jurisdiction in accordance with *Zippo* and *Maritz*. In *Quokka Sports v Cup Int'l. Ltd.*,³⁶⁵ the plaintiffs sought to restrict the New Zealand defendants’ use of the domain name www.americascup.com. The defendants were regarded as actively directing business activities to US consumers in a number of ways. Firstly, the defendants used a domain name that infringed the plaintiff’s licence with America’s Cup Properties Inc. Secondly, the defendants had used a variety of different marketing techniques targeting US customers and had contracted with advertisers in a number of states, including the forum. The District Court for the Northern District of California held that the defendants were actively seeking business in the forum and that purposeful availment had been met. The case was recently referred to by the *Mashantucket Pequot Tribe v. Redican*,³⁶⁶ where the Connecticut District Court was also satisfied that the defendants had purposefully availed themselves by the combination of their interactive web site and traditional forms of contacts (ie advertising) in the forum.

The intention of a business to obtain sales in the forum can be demonstrated when it provides services online via its web site. If a consumer subscribes to an online service and pays a subscription or membership fee, purposeful availment will be established. For example, in *Online Partners.com Inc. v. Atlanticnet*

³⁶⁵ *Quokka Sports v Cup Int'l. Ltd.*, 1999 U.S. Dist. LEXIS 21000 (N.D. Cal. 1999)

³⁶⁶ *Mashantucket Pequot Tribe v. Redican*, 309 F.Supp.2d 309, 70 U.S.P.Q.2d 1549, D.Conn., Mar 18, 2004.

Media Corp,³⁶⁷ the court held that the business' web site had been actively directed towards San Francisco. The defendants advertised and offered subscription services to residents in the forum, thereby demonstrating a high level of activity to satisfy purposeful availment in accordance with *Zippo's* "Sliding Scale." In *Digital Equipment Corp. v Altavista Technology Inc.*,³⁶⁸ the court had to determine whether a dispute concerning a breach of trademark by Alta Vista could satisfy both Massachusetts's long arm statute and constitutional "Due Process." The court held that there were sufficient facts to support both tests as Alta Vista's web site contained the Alta Vista trademark which was also used in Digital's web site, (as permitted by the prior agreement between the parties) and which over time would have required Alta Vista to defend any claim in that state.

The District Court for the Eastern District of Michigan in *Audi AG v Izumi*³⁶⁹ held that the web site constituted minimum contacts in the forum to establish jurisdiction. The plaintiffs disputed the defendants' use of the domain name in the defendant's web site and claimed that it breached their trademark. In order to determine personal jurisdiction, the parties had to be able to contract with the defendants via their website. The court confirmed that since the state's long arm statute permitted a "broad" application of the "Due Process" requirement, the three tests for "Due Process" had to be satisfied. The court held that these test

³⁶⁷ *Online Partners.com Inc. v Atlanticnet Media Corp.*, 2000 U.S. Dist. LEXIS 783 (N.D. Cal. 2000)

³⁶⁸ *Digital Equipment*, note 162 supra.

³⁶⁹ *Audi AG v Izumi*, E.D Mich No.01-CV-74520-DT, 23/05/02.

were satisfied; the defendants had purposefully availed themselves by doing business in the forum via an interactive web site,³⁷⁰ thereby linking the dispute with the forum and rendering jurisdiction reasonable. This case was subsequently relied on by the Eastern District of Michigan Court in *Audi AG and Volkswagen of America, Inc. v. D'Amato*.³⁷¹ In that case, the court held that ability of consumers in the forum to “purchase services and products on the web site”³⁷² was sufficient for purposeful availment.

In addition to actual sales via active web sites constituting purposeful availment, other interactive features on a business’ web site have demonstrated “something more” for purposeful availment. It is submitted that these features are akin to actual sales since they demonstrate the business’ intention to communicate and contract with residents in particular jurisdictions. The plaintiffs in the case *Computeruser.com Inc. v Technology Publications LLC*³⁷³ sued Texan defendants for using their trademark in breach of the licensing agreement between the parties. They also sought an injunction against the defendants from using that trademark.³⁷⁴ The U.S District Court for the District of Minnesota held that the defendant’s web site was sufficiently active to permit jurisdiction in the forum. The web site (“Sexist Geek Alive”) contained several interactive

³⁷⁰ Akin to *Cybersell Inc., v Cybersell Inc.*, note 161 supra.

³⁷¹ *Audi AG and Volkswagen of America, Inc. v. D'Amato* 341 F.Supp.2d 734, E.D.Mich., Oct 19, 2004 at p.744.

³⁷² *Audi*, *ibid.*

³⁷³ *Computeruser.com Inc. v Technology Publications LLC*, D.Minn., Civil File No. 02-832 (MJD/JGL) 20/07/02.

³⁷⁴ The trademark was “Computer Geek.”

features available to users including email accounts and message boards. The court considered the “Due Process” requirement and compared the case to *Burger King*, the existence of the agreement between the parties permitted jurisdiction. Furthermore, in comparison with the *Mink* case, the quality of the defendant’s contact with the forum via their web site also satisfied the minimum contacts requirement. However, in *Accuweather Inc. v Total Weather Inc.*³⁷⁵ a web site that included an email facility was not sufficient alone for minimum contacts. Before transferring the case to a District Court in the defendant’s state (Oklahoma), the US District Court for the Middle District of Pennsylvania considered the earlier cases *Desktop Technologies* and *S. Morantz*.³⁷⁶ The court affirmed the decision in *Desktop* that there needed to be “something more” than use of another business’ trademark as a name for a web site. The case *Multi Tech Systems Inc. v Net 2 Phone Inc.*³⁷⁷ serves as a reminder of the need to demonstrate a link between the business activities and the dispute in question. The US District Court for the Federal District of Minnesota held that contacts with Minnesota residents and visits to Minnesota constituted minimum contacts. In reaching its decision that the web site was active, the court considered the “Sliding Scale” and *Maritz*. The court also pointed to a range of activities in the state which supported a link between the contact made and the dispute in question that passed the reasonableness test. It is submitted that if a business provides facilities such as an order form, email account or message board that

³⁷⁵ *Accuweather Inc. v Total Weather Inc.*, note 326 supra.

³⁷⁶ Albeit in *Morantz*, the web site was not as active as the one in the instant case ; note 326 supra.

³⁷⁷ *Multi Tech Systems Inc. v Net 2 Phone Inc.*, Case 00-346 ADM/RLE.

can be used and accessed by parties in different jurisdictions to communicate with the business, such activity demonstrates the business' prior intention to target and contract with residents, such as consumers, in the forum.

More recent cases involving active web sites have demonstrated an increasing trend of the courts to examine whether the defendant undertook some kind of targeted activity towards the forum, including the extent to which their web site contributed towards such activities. In the *Toys "R" Us Inc et al v Step Two SA et al*,³⁷⁸ the Court of Appeal for the Third Circuit confirmed that even if the defendant's web site was active, the crucial requirement is the defendant's purposeful availment of doing business in the jurisdiction for specific personal jurisdiction to be established. The court concurred with the decisions in *Cybersell* and *ALS Scan* case where the court said that if a defendant

“direct[ed] electronic activity into the State, with the *manifest intent[ion]* of engaging in business or other interactions within the State *and that activity creat[ed]* ... a potential cause of action...”

jurisdiction could be established against him, or to put it another way, ‘targeting.’³⁷⁹ The court therefore reiterated that “something more” than an active web site was necessary, suggesting that the defendant would have to have intentionally targeted residents in the forum. Interestingly, the court explained that whilst targeting could include either online or offline activities, the most

³⁷⁸ *Toys "R" Us Inc et al v Step Two SA et al* SA 3rd Cir. No. 01-3390 27/01/03, followed by District Court of Rhode Island in *Swarovski Optik North America Ltd v Euro Optics Inc.*, 2003 WL 22014581, D.R.W., 25/08/03 (Westlaw). Words in italics emphasised and words in brackets modified for syntax.

³⁷⁹ See an early reference to a business being subject to the jurisdiction of the forum where their business activities were intentionally directed. Kalow, note 142 supra at p.2253.

important point was that the business' activities had to be targeted towards the forum state. In the recent case *Hartoy Inc. v Thompson d/b/a Truckin' Little Co.*,³⁸⁰ the US District Court for the Southern District of Florida applied the "Sliding Scale" test to determine if the defendant business from Wisconsin had sought out business from residents in Florida. The court held that the web site was active and in combination with (albeit only five) contracts with forum residents, the minimum contacts test jurisdiction was established over the defendant.

6.3 Summary of Minimum Contacts and Web Site Activities

The previous sections of this Chapter have considered how a court in a particular State can assert jurisdiction over a defendant when the parties have contracted via the WWW. It is now accepted by the lower US courts at least, that neither the mere accessibility of a web site nor a passive web site is enough to substantiate general or specific personal jurisdiction. By applying the "Sliding Scale" the courts have sought to distinguish between different levels of web site activity. However as the cases have demonstrated, this is not the end of the analysis either, for as the ABA noted in their Report, "(R)eliance, then on the nature of the web site alone is misplaced."³⁸¹ It is submitted that this comment reinforced the ABA's preference that *businesses* (and not web sites alone) must target the forum. Essentially, to ensure that the defendant's

³⁸⁰ *Hartoy Inc. v Thompson d/b/a Truckin' Little Co.*, S.D. Fla No.02-80454-CIV-Middlebrooks 29/01/03.

³⁸¹ ABA Report, note 88 supra at p.65.

activities are localised in the forum as far as technology facilitates, the courts have considered a range of facts which may either tip the balance in favour of personal jurisdiction or otherwise. Whilst this may provide some consistency as a general approach, the truism remains that such analysis is entirely fact-reliant and lacking express endorsement from the Supreme Court. A business pursuing deceptive practices³⁸² over unsuspecting customers or consumers may be able to take advantage of such an approach by forum shopping and ensuring that as few connections with his online customers' state are made. In recent years the courts have considered approaches to personal jurisdiction beyond both *Zippo* and "something more" espoused in *Compuserve*; possibly in a bid to promote e-commerce activity whilst reinforcing the constitutional requirement for "Due Process." It is submitted that both the "effects test" and "targeting" whilst different,³⁸³ share the same ends by seeking to demonstrate that the defendant's deliberate conduct towards the state renders him liable to the jurisdiction of the courts in that state. Indeed, as Salvado confirms, the "combination" of those tests "*together form a formidable personal jurisdiction doctrine for use over cases involving Internet contacts.*"³⁸⁴ Whilst Salvado argues that the modified "Sliding Scale" test is akin to the effects test, the distinction Rice provides is even more effective. Rice confirms that the purpose of a web site is to "... "target" residents of a given jurisdiction." Rice argues that whilst a targeting test suggests "an effort to specifically to reach persons in the forum," the effects

³⁸² Rothchild, note 74 supra at p.897 *et seq.*

³⁸³ Rice, note 2 supra at p.437, 512 and 517.

³⁸⁴ Carlos J.R. Salvado, "An Effective Personal Jurisdiction Doctrine For The Internet," 12 U. Balt. Intell. Prop. L.J. 75 at p.80. Italics added for emphasis.

test “might be produced within a given forum by acts that, at least on the surface, are not aimed there.”³⁸⁵ Before the incorporation for intentional targeting in the “Sliding Scale” test is considered, two smaller aspects to determining internet jurisdiction ought to be considered from the perspective of contracts conducted online and consumer contracts.

6.4 Jurisdiction Established Where a Web Site Server is Located

As demonstrated in the previous Chapter, the question of whether a web site’s location could confer jurisdiction has yet to be determined by the European Court of Justice.³⁸⁶ As the previous Chapter argued, it should not be possible for jurisdiction to be conferred where the web server (or servers) is located.³⁸⁷ To do so would certainly lead to forum shopping, for it would enable a business to select a web server or servers located in a jurisdiction with less favourable laws to the consumer. In *CFOS 2 GO Inc v CFO 2 GO Inc*.³⁸⁸ it was not held sufficient to establish personal jurisdiction of a web site wherever it could be located simply because a draft client web site was posted by a web designer at the designer’s own domain name. The case of *Amberson Holdings LLC v Westside Story Newspaper*³⁸⁹ considered the jurisdictional position of a

³⁸⁵ Rice, note 2 supra.

³⁸⁶ Chapter 2 supra. See also Rothchild, note 74 supra at p.981 et seq, where he says “(T)he location of the *parties* to a communication is far more relevant under traditional jurisdiction doctrine than is the location of the *computers* through which they communicate,” at p.982.

³⁸⁷ Chapter 2 supra.

³⁸⁸ *CFOS 2 GO Inc*, note 270 supra.

³⁸⁹ *Amberson Holdings LLC v Westside Story Newspaper*, D.N.J, Civil Action No.00-1108 (NHP), 8/22/00. Randall J. Peach “Dot-com's Host Server in N.J. Isn't a Foothold for Jurisdiction,” New Jersey Law Journal, Law.com, August 29, 2000, <http://www.law.com/cgi-bin/gx.cgi/AppLogic+FTContentServer?pagename=law/View&c=Article&cid=ZZZCVGQMG>

business' web server. Following this case, it is doubtful whether jurisdiction could be established over a business that uses a web server located in the forum. In *Amberson Holdings*, since the contract between the parties was a *de minimis* contract the court held that personal jurisdiction could not be found under the *International Shoe* minimum contacts test. This case demonstrates the likelihood of difficulties in satisfying the minimum contacts and fair play and substantial justice tests for jurisdiction premised on the location of a web server. Whilst the *Christian Science Board* case³⁹⁰ regarded "constitutional reasonableness" as a "somewhat nebulous concept," the court held that, in accordance with *International Shoe*, minimum contacts were not established at the place where the web server of a passive web site was located. The court held that when the host server transferred information to the web site this was akin to information being sent down a telephone line. By contrast in *Intercon v Bell Atlantic Internet Solutions Inc.*,³⁹¹ the US Court of Appeal for the Tenth Circuit upheld jurisdiction over an ISP based in Oklahoma. The defendant used an email server located in the forum which was deemed to be continuous use in accordance with *Compuserve* and *Zippo*. However, in *Jewish Defense Org., v Superior Court of Los Angeles*,³⁹² the contract with a Californian-based ISP was not sufficient to establish jurisdiction. In holding the web site as passive and referring to the "effects test" in *Calder v Jones* to establish purposeful

[CC&live=true&cst=1&pc=0&pa=0&s=News&ExpIgnore=true&showsummary=0](#). Gillies, note 38 supra at p.379.

³⁹⁰ *Christian Science Board* 259 F3d 209.

³⁹¹ *Intercon v Bell Atlantic Internet Solutions Inc.*, 205 F.2d 1415, 1417 (10th Cir.1998).

³⁹² *Jewish Defense Org., v Superior Court of Los Angeles* Cal Ct App B129319 08/06/99, California Court of Appeal, Second District.

availment, the appeal decision overturned the earlier decision. In *Cable News Network v Go SMS.com Inc.*,³⁹³ the question was whether the location of servers (in San Diego and Israel) used by Israeli defendant and Californian plaintiff established jurisdiction in New York. The US District Court of the Southern District of New York held that there was purposeful availment since the defendant sent information on services to New York residents. Meanwhile, the Californian Court of Appeal for the Second District in *Nam Tai Electronic Inc., v Titzer*³⁹⁴ held that the physical location of a server was not relevant for the purposeful availment requirement. The court was predominantly concerned with whether the defendant targeted defamatory statements in the forum and in determining purposeful availment applied the effects test. In essence, the “effects test” could therefore emerge as a means of determining jurisdiction where a web server is located.

There have been few cases in point that have considered the application of a jurisdiction agreement between the parties when internet jurisdiction is disputed. Nevertheless, the court in the *Bensusan* ruled that since consent had been given to a jurisdiction agreement, this equated to consent to personal jurisdiction. This decision reiterates the general rule in the United States to uphold jurisdiction agreements³⁹⁵ provided they were not initiated by “fraud, undue influence or

³⁹³ *Cable News Network v Go SMS.com Inc.*, SDNY No. 00 CIV 4812 (LMM) 06/11/00.

³⁹⁴ *Nam Tai Electronic Inc., v Titzer* California Court of Appeal 2d Dist. No. B149382 26/11/01.

³⁹⁵ Bedell, note 137 supra. Copyright BNA.

overweening bargaining power,”³⁹⁶ and satisfy both state law and “Due Process.”³⁹⁷ Therefore, whilst the court generally uphold jurisdiction agreements, it may still be necessary to consider whether such jurisdiction is “reasonable and fair”³⁹⁸ and whether “overweening bargaining power” prevails in electronic consumer contracts when the consumer is in a weaker bargaining position and the parties at a distance to each other. In *America Online Inc. v Superior Court [Mendoza]*³⁹⁹ the forum selection clause was held unenforceable. The court held that the jurisdiction agreement violated public policy and rendered it the “functional equivalent of a contractual waiver of the consumer protections under the [state’s own Consumer Legal Remedies Act].” In *Decker v Circus Circus Hotel*,⁴⁰⁰ the hotel’s web site had a jurisdiction clause stating that the Nevada courts would resolve any disputes. Nevertheless, the New Jersey court upheld that in accordance with *Carnival Cruise Lines*⁴⁰¹ case, a link between the jurisdiction agreement and the use of the defendant’s web site had to be shown. In that case, the Supreme Court ruled that the jurisdiction agreement on the defendant’s tickets issued to the plaintiffs were valid since they were already printed on them.⁴⁰² However, the plaintiff had failed to

³⁹⁶ *Bremen v Zapata Off-Shore Co.*, 407 US 1, 12, 92 s.Ct., 1907, 1914, 32 L.Ed.2d. 513 (1972) and *Carnival Cruise Lines, Inc. v Shute*, note 177 supra. Millstein, Nueberger and Weingart., note 17 supra at p.11-11 and Bedell, *ibid* ; *Jacobson v Mailboxes, Etc USA., Inc.*, 419 Mass. 572 (1995) where a jurisdiction agreement in contract was deemed to be unreasonable.

³⁹⁷ Born, note 126 supra at p.104.

³⁹⁸ Bedell, note 137 supra.

³⁹⁹ *America Online Inc. v Superior Court [Mendoza]* No A 092813 Cal 1st Appeal District Division 2 21/06/01. Words in brackets added.

⁴⁰⁰ *Decker v Circus Circus Hotel* D NJ Civ 97-1848 (WHW) 12/05/99.

⁴⁰¹ *Carnival Cruise Lines Inc, v Shute*, note 177 supra.

⁴⁰² Yagura, note 2 supra at p.319-324. Yagura indicated how a jurisdiction agreement has an important role in determining the choice of law applied to contractual disputes in terms of the Restatement Second ss.187-188, particularly, as Yagura suggests, where there is no jurisdiction agreement, at p.321.

demonstrate that the business' web site had actually been used. Equally, in *Westcode Inc. v RBE Electronics Inc.*,⁴⁰³ US District Court for the Eastern District of Pennsylvania did not uphold the choice of forum clause in the click-wrap agreement. According to the court, there was "no relationship to the sale of goods" contract and the agreement seeking to confer jurisdiction.⁴⁰⁴ Therefore if a business wishes to impose a choice of forum clause in a click-wrap agreement it is imperative that two criteria are satisfied. First, the choice of forum clause must be brought to the consumer's attention before the consumer clicks "I accept" and makes payment. Otherwise, as Geist reiterates, the manner in which the choice of forum clause is brought to the consumer's attention might be deemed unreasonable.⁴⁰⁵ Second, when selecting or relying on a particular forum, the business must be able to demonstrate a link between the forum in the choice of law clause and the place where it does business via its web site. Such a link must be preserved to provide the consumer with the juridical protection of having a dispute heard in his own jurisdiction and, as Geist confirms, prevent choice of forum clauses providing the means for forum shopping.⁴⁰⁶ If the business chooses to operate via an active or interactive web site, it is crucial that the business knows which jurisdiction it intends to target.

⁴⁰³ *Westcode Inc v RBE Electronics Inc.*, 2000 WL 124566 (E.D.Pa. 01/02/00).

⁴⁰⁴ *Westcode*, *ibid.*

⁴⁰⁵ Geist, note 36 *supra*.

⁴⁰⁶ Geist, note 36 *supra*.

7. POST ZIPPO'S "SLIDING SCALE" : REQUIREMENT FOR INTENTION TO TARGET ACTIVITIES TOWARDS RESIDENTS IN THE FORUM

In recent years, a number of recent cases have looked to either modification or replacement of the "Sliding Scale" as a factor in determining purposeful availment and minimum contacts for personal jurisdiction. Undoubtedly, the "Sliding Scale" is a significant aspect of the minimum contacts enquiry. However to ensure that jurisdiction is established with certainty and predictability, the courts should adopt a target based approach which examines the defendant's intention to direct its business activities towards residents, such as consumers, in a particular state. As the previous sections of this Chapter have indicated, the "effects test" has emerged at the same time as the adaptation of the "Sliding Scale" test.⁴⁰⁷ The "effects test" was applied in the e-commerce context⁴⁰⁸ in *Blumenthal* and the *Yahoo!* case⁴⁰⁹ when the French anti-racism organisation sought to register the French judgment in California and the US District Court for the Northern District of California held that on the basis of the effects test, the act of registering the judgment was "wrongful" since it deprived Yahoo! of its constitutional rights. The effects test was also used in *American Information Corporation v American Infometrics*, citing *Bancroft and Masters*, which in turn said that there was a requirement of "express aiming" or

⁴⁰⁷ The *Yahoo!* case was an example of the "effects test" used in the internet context albeit it questioned the extent to which the US court could enforce a French judgment in accordance with the First Amendment. *Yahoo! Inc v La Ligue contre le racisme et l'antisemitisme* Case No.C-00-21275 US N.D Cal 07/11/01 (Order granting motion for summary judgment) (obtained via <http://www.jurisdcom.net/en/txt/jurisdus/ic/dcalifornia20011107.html> 09/01/02).

⁴⁰⁸ Fitzmaurice and Mody, note 18 supra at p.24.

⁴⁰⁹ *Yahoo! Inc v La Ligue contre le racisme et l'antisemitisme*, note 407 supra.

“individualised targeting in addition to a foreseeable effect in the forum state under the Calder effects test.”⁴¹⁰ The following cases show how the “Sliding Scale” has been adapted by *ALS Scan Inc. v Digital Service Consultants Inc.*⁴¹¹ to include a version of the “effects test” in the form of “targeting” or “directing business activities towards a state.” Kohl has recently observed that the *ALS Scan* decision is significant since it prevents web site activity establishing “jurisdiction everywhere.”⁴¹² Authority for Kohl’s endorsement of *ALS Scan* can be found in the Seventh Circuit Court of Appeal’s recent case *Jennings v AC Hydraulic*.⁴¹³ In *Jennings*, the Seventh Circuit gave further credence to the Supreme Court’s decision in *Mink* and Fourth Circuit Court of Appeal’s decision in *ALS Scan*. The Seventh Circuit held that the defendant’s maintenance of a passive website did not support the exercise of personal jurisdiction over that defendant in a particular forum just because the website can be accessed there. It is submitted that intentional targeting should emerge as the threshold requirement to satisfy purposeful availment and establish personal jurisdiction.

In *GTE New Media Services Inc., v Bellsouth Corporation*⁴¹⁴ the US District Court for Columbia held that a telephone call and web site is not a “persistent

⁴¹⁰ *American Information Corporation v American Infometrics*, No.CIV JFM-00-3288 139 F.Supp 2d 696.

⁴¹¹ *ALS Scan Inc.*, note 19 supra.

⁴¹² Uta Kohl, “The rule of law, jurisdiction and the Internet,” *I.J.L & I.T.* 2004, 12(3), 365 at p.367.

⁴¹³ *Jennings v AC Hydraulic* No. 03-2157 383 F.3d 546, *Prod.Liab.Rep.* (CCH) P 17,084 Sept. 2, 2004.

⁴¹⁴ *GTE New Media Services Inc., v Bellsouth Corporation*, note 257 supra.

course of conduct in the District.”⁴¹⁵ The court referred to a number of cases, namely *Bensusan*, *Mink*, *Compuserve* and *Cybersell*⁴¹⁶ in refusing to dismiss the claim on the grounds of lack of personal jurisdiction. The defendants were alleged to have breached the Sherman Antitrust Act by committing tortious acts in the District of Columbia. The court held that it was not sufficient for the residents of the forum state simply to be able to access the web site.⁴¹⁷ Whilst suggesting a return to traditional jurisdiction rules,⁴¹⁸ the court in *GTE* made an important observation.

“The Due Process clause exists, in part, to give a degree of predictability to the legal system that allows potential defendants to structure their primary conduct with some minimum assurance as to where that conduct will and will not render them liable to suit.”⁴¹⁹

It is submitted that adapting the “Sliding Scale” test to incorporate the requirement that the business intended to target consumers will provide greater certainty for consumers and predictability for businesses. If a business chooses to use a passive web site then it should be inferred that the business did not intend to target its activities at a particular forum but merely to provide information about itself or its services. Indeed, in *Hartoy Inc., v David Thompson d/b/a Truckin' Little Company*,⁴²⁰ United States District Court for the Southern District of Florida confirmed in accordance with the Third Circuit in

⁴¹⁵ *GTE New Media*, *ibid* at p.338-399.

⁴¹⁶ *Cybersell*, note 161 *supra* at p.338-399.

⁴¹⁷ The court held that an alternative, and effectively national, basis for jurisdiction under the Clayton Act was warranted as service was effected against the defendants.

⁴¹⁸ *Green*, note 35 *supra* at p.1071 *et seq*, where the “intent of the defendant” in the *Millennium* case at p.1073, rather than what the web site can do, is what matters.

⁴¹⁹ *World Wide Volkswagen v Woodson* referred to in *GTE New Media Services Inc.*, note 257 *supra*.

⁴²⁰ *Hartoy Inc.*, note 380 *supra*.

Gorman and the Fourth Circuit in *ALS Scan* that the manifest intent of a business to contract with residents in the forum is not demonstrated by a passive web site. However if a business uses an active or interactive web site to target and conduct business with consumers in different fora, the requirement for “something more” should focus on whether the business intended to target consumers in those fora. For example, in *Gator com Corp., v L.L. Bean Inc.*,⁴²¹ the Ninth Circuit Court of Appeal was happy to apply the adapted “Sliding Scale” test from *ALS Scan* to assert general personal jurisdiction over the defendants. The court said

“ “something more” than systematic transmission of electronic signals would be required in order to assert general jurisdiction [...] (B)usinesses who structure their activities to take full advantage of the opportunities that virtual commerce offers can reasonably anticipate that these same activities will potentially subject them to suit in the locales that they have targeted.”⁴²²

The *Robbins v Yutopian Enterprises Inc.*⁴²³ case demonstrates how the District Court in Maryland denied jurisdiction in a breach of copyright case against a Californian company despite the fact that the defendants contracted with forty-six residents in the forum and the defendants operated a web site, also accessible in the forum. In reaching its decision, the court considered whether the state’s long arm statute and the constitutional “Due Process” test had been met. Since the plaintiff did not claim specific personal jurisdiction, the court had to

⁴²¹ *Gator com Corp., v L.L. Bean Inc.*, No. 02-15035 2001 WL 1528393 Sept. 2, 2003.

⁴²² *Gator*, *ibid* at p.1082.

⁴²³ *Robbins v Yutopian Enterprises Inc.*, D.Md., Civil No. CCB-01-3096 15/05/02. Eric J. Sinrod, “Court ignores internet transactions,” 13/06/02 <http://www.usetoday.com/life/cyber/ccCHECK/2002/06/16/sinrod.html> (obtained 17/06/02).

consider whether general personal jurisdiction could be established. On the point of general personal jurisdiction, the court cited the earlier case *Atlantech Distributors v Credit General Insurance Co*⁴²⁴ where minimum contacts were not established by the existence of a passive web site and an agent in the forum. In *Robbins*, the court held that by applying the *Zippo* “Sliding Scale,” the defendant’s web site was active. However, the court did not follow this through to rule that this level of accessibility justified jurisdiction in the forum state. Where the case appeared to turn was on the fact that none of the forty-six transactions in the forum were alleged to have infringed the plaintiff’s copyright. The court took the view that if jurisdiction was to be upheld, the defendants would be liable in any state. This case demonstrates the extent to which a District Court considers the three requirements of “Due Process” and that the cause of action is linked to the plaintiff in a specific way. The fact that minimum contacts were not satisfied and the dispute did not relate to the cause of action justifies the court’s decision to refuse jurisdiction. Any adaptation of the “Sliding Scale” must therefore ensure the link between the business’ online activities and the parties’ dispute.

The petitioned case *ALS Scan* challenged the constitutional basis of the *Zippo* “Sliding Scale” test.⁴²⁵ As the analysis earlier in this Chapter has demonstrated, the “Sliding Scale” test has been used to determine whether the defendant has minimum contacts with the forum. The US Supreme Court was asked to

⁴²⁴ *Atlantech Distributors v Credit General Insurance Co.*, 30 F.Supp.2d 534 (D.Md.1998).

⁴²⁵ *ALS Scan Inc.*, note 19 supra.

consider the decision of the Fourth Circuit Court which held that the defendant (an ISP) was not subject to the specific jurisdiction of the court.⁴²⁶ The court at first instance accepted and adapted the “Sliding Scale” test. However, the Supreme Court refused to consider the decision of the Fourth Circuit, despite the petitioner’s claim that the “Sliding Scale” “violated” the “Due Process” test. The court in *ALS* also said that the *ESAB Group Inc. v Centricut Inc.*⁴²⁷ case developed the effects test in *Calder v Jones* in respect of directing activities. The requirement of “something more” in the *ALS Scan* case was also confirmed in the US Court of Appeal for the Fourth Circuit in *Young v New Haven Advocate*.⁴²⁸ In the *Young* case, the plaintiff alleged defamation contained in newspaper articles published on the defendant’s web site that was “aimed at a Connecticut audience.”⁴²⁹ The Appeal court reversed the decision of the Virginia court and confirmed that in accordance with *Calder*, the defendants would have had to have purposefully availed themselves by operating in the jurisdiction. The Fourth Circuit held that it could not exercise personal jurisdiction over the Connecticut defendants because “they did not manifest an intent to aim their websites or the posted articles at a Virginia audience.”⁴³⁰ On the requirement of doing business in the forum, the court said that the defendants had neither solicited business nor had assets there.⁴³¹ The court said

⁴²⁶ The defendants operated a passive web site.

⁴²⁷ *ESAB Group Inc., v Centricut Inc.*, (4th Circuit) 126 F.3d 6 17, C.A 4 (SC), 1997, Oct 17, 1997.

⁴²⁸ *Young*, note 46 supra.

⁴²⁹ *Young*, *ibid*.

⁴³⁰ *Young*, *ibid* at p.475.

⁴³¹ *Young*, *ibid*.

“considering both the effects test of *Calder* and the web site bulletin board ... there is a low level of interactivity.”⁴³² Furthermore, the court reasoned that the “application of *Calder* in the Internet context requires proof that the out-of-state defendant's Internet activity is expressly directed at or directed to the forum state.” It also observed that more than simply making the news article accessible to Virginians by defendants’ posting of the article on their internet sites was needed for assertion of jurisdiction: “The newspapers must, through the Internet postings, manifest an intent[ion] to *target* and *focus* on Virginia readers.”⁴³³ The court in *Young* articulated the analogy for an adapted “Sliding Scale” test – incorporating “targeting” from *ALS Scan* - as follows,

“a state may consistent with due process exercise judicial power over a person outside of the state when that person (1) directs electronic activity in the State, (2) with the manifest intent of engage in business or other interactions within the State and (3) that activity creates, in a person within the state, a potential cause of action cognisable in the state’s courts,”⁴³⁴

The *ALS Scan* intentional targeting test therefore constitutes three key components, namely (online) activity, intention and a foreseeable causal link to the dispute. The first two requirements satisfy the requirement that the foreign business’ activities in the forum were foreseeable. The first requirement should be satisfied when a business uses an active or interactive web site which is available and directed towards consumers in the forum. As the previous chapter demonstrated, rather than focussing on where the business chose *not* to target its

⁴³² *ALS Scan*, note 19 supra.

⁴³³ *Young*, note 46 supra. Words italicised for emphasis and word in brackets modified for syntax.

⁴³⁴ *ALS Scan*, note 19 supra.

activities (Geist's "de-targeting" and Svantesson's "dis-targeting" approach),⁴³⁵ the test must be based on the *positive act* of the seller to engage in commercial activities in the forum. The second requirement will be satisfied if the active or interactive web site offers the potential for the consumer to contract with the business either online (via the business' active web site) or offline (via other traditional communication methods such as a telephone or fax machine). As this Chapter observed, "Due Process" may still demand evidence that the consumer accessed the web site to establish a link between the defendant's activities in the forum and the dispute. The third requirement will be satisfied when the parties have contracted with each other by electronic or traditional means. However, it is submitted that if the first and third requirements are satisfied, there is a sufficient causal link between the location of the business' intended commercial activities and the parties' dispute for "Due Process" to be satisfied. Indeed, Geist implicitly prioritises the significance of the parties' contract and the existence of a choice of forum clause as the first aspect of his three-stage targeting test. Using *ALS*, the court said that it could not assert jurisdiction since the defendant "did not manifest an intent to aim their web site or the articles posted at a Virginia audience."⁴³⁶ In referring to *Christian Science* case,⁴³⁷ the court in *Young* held that "(T)he newspaper did not post materials on the internet with the manifest intent of targeting Virginia residents." The decision in *ALS* therefore combined both the "Sliding Scale" and the "effects test" to produce a

⁴³⁵ Chapter Two supra ; Geist, note 36 supra and Svantesson, note 100 supra.

⁴³⁶ *ALS Scan*, note 19 supra at p.3.

⁴³⁷ Which in turn referred to *Calder*, note 124 supra.

new basis of satisfying the purposeful availment requirement in the form of intentional targeting. Furthermore, the second aspect of Geist's targeting test is based on neutral technology. Geist argues that technology enables business' to limit or "de-target" certain jurisdictions. However, the *ALS Scan* case by comparison endorses the need for a positive act on behalf of the foreign business to communicate and contract with the consumer in another forum. For example, a business could use a 'drop down' list on its web site which specifies which consumers it intends to target. In addition, this requirement would encourage the consumer to "self-declare" where he is located. Geist highlights consumer "self-declaration"⁴³⁸ as an "additional advantage" of the technology aspect of his test. However, in the interests of fairness, certainty and predictability the primary focus of targeting must be on the business' intention and not the consumer's self-declaration. Finally, the third aspect of Geist's targeting test considers the parties' "actual or implied knowledge" of the targeting a particular jurisdiction. However, Geist admits that this is a "catch-all" requirement which "does not prescribe a particular type of technology *but rather the outcome ...*"⁴³⁹

On that basis, it is submitted that whilst the third requirement of Geist's targeting test is superfluous, it does contribute to demonstrating what commercial outcome the business intended (whether "mere advertising" in the state or intention to target and contract) when using a web site to target foreign consumers.

⁴³⁸ Geist, note 36 supra.

⁴³⁹ Geist, note 36 supra.

As stated earlier, targeting is focused on the nature and extent to which a business directs its commercial activities to secure business and make profit and, it is submitted, an improvement on applying the “effects test” to commercial situations. As far as contracts with consumers are concerned, a business is no more at a disadvantage than if it sought custom by advertising in a newspaper or if it sent mailings to residents in the jurisdiction. If a business wishes to use a web site to seek custom in foreign jurisdictions, the intention to use the web site as a communication (vis-à-vis active web sites) or marketing (vis-à-vis interactive web sites) tool in combination with a contract should demonstrate the extent to which that business actively sought customers in that jurisdiction.

After the *Zippo* case, the options open therefore appear to be to endorsement or more likely replacement of the “Sliding Scale”⁴⁴⁰ which articulates the defendant’s business conduct and activities towards residents in another state.⁴⁴¹

As an addition requirement for minimum contacts and purposeful availment, evidence must be shown that business targeted residents in the forum in accordance with *Millennium* and in particular *ALS*. Alternatively, the courts could continue to implement the “effects test,” in accordance with *Calder* and affirmed by *Blumenthal*. However, this is not preferred for two reasons. Firstly, as a recent note in the Harvard Law Review argues, the *Young* “effects test” is still appropriate for internet defamation. The note confirms that the “Sliding

⁴⁴⁰ Geist has suggested that the active/passive distinction is no longer a true indicator of web site activity. He maintains that the courts should examine to what extent the defendant targeted residents in the forum, thereby making personal jurisdiction more stringent ; note 36 supra.

⁴⁴¹ Rice, note 2 supra at p.517-518.

Scale” can still be used to distinguish between web sites on whether they demonstrate commercial and non-commercial activity.⁴⁴² Indeed, as this Chapter has demonstrated, an interactive and active web site can be used to conduct commercial activities across borders. Meanwhile, a passive web site is akin to an advertisement for jurisdictional purposes, or it might not be used for commercial purposes at all. Secondly, the requirement for targeting espoused by *ALS Scan* has been subsequently endorsed by other Circuit and District court decisions referred to in the present section of this chapter. For example, in *Carefirst of Maryland Inc., d/b/a Carefirst Blue Cross/Blue Shield v Carefirst Pregnancy Centers Inc., d/b/a Carefirst and Netimpact Inc.*,⁴⁴³ the plaintiffs brought a trademark infringement case in Maryland against an Illinois business. The question that the Fourth Circuit Court had to consider was whether the defendant “expressly aimed” its web site at Maryland and referred again to *ALS*. However, the court considered the “Sliding Scale,” the post-Zippo *ALS* “targeting test” and the *Young* “effects test” to uphold that there were no minimum contacts. The court said

“(A)pplying these precedents to this case, it is clear that in order for CPC’s web site to bring CPC within the jurisdiction of the Maryland courts, the company must have done something more than merely place information on the Internet. Rather, CPC must have acted with the “manifest intent” of targeting Marylanders. Whether CPC intended to target Marylanders can be determined only from the character of the website at issue.”⁴⁴⁴

⁴⁴² “A “Category-Specific” Legislative Approach to the Internet Personal Jurisdiction Problem in U.S. Law,” 2004 117 Harvard Law Review Notes 1617 at 1621-1622.

⁴⁴³ *Carefirst*, note 294 supra. Subsequently endorsed by Motz J., in the Maryland District Court in *Electronic Broking Services Ltd v E-Business Solutions & Services*, 285 F. Supp.2d 686 U.S.P.Q.2d 1531. D.Md, 30/09/03 ; Blake J. also in the Maryland District Court in *United Cutlery Corp. v NFZ Inc.*, 2003 WL 22851946, 2003 Corp. L. Dec p. 28,709, D.,Md., 01/12/03.

⁴⁴⁴ *Carefirst*, *ibid* at p.400.

This reiterates the significance of both the foreign business' intention and conduct in establishing minimum contacts in another jurisdiction. For example, in *Lakin v Prudential Securities* the Eighth Circuit Court of Appeals endorsed the *Zippo* "Sliding Scale" and its application for specific jurisdiction as in *ALS Scan*.⁴⁴⁵ In *Jennings v AC Hydraulic*⁴⁴⁶ the Seventh Circuit Court of Appeal referred to *Carefirst* and two other Circuit court cases, the Sixth Circuit in *Bridgeport Music, Inc. v. Still N The Water Publ'g*,⁴⁴⁷ and the District of Columbia Circuit in *Gorman*,⁴⁴⁸ as authority that the defendant is subject to the court's jurisdiction when goods or services can be ordered by consumers via the operation of an interactive web site. The court rejected an appeal dismissing the case for lack of jurisdiction since it was not satisfied that there was sufficient "interactivity" between the parties, in accordance with *ALS Scan*, for jurisdiction to be established.

It is also necessary to consider what would constitute targeting.⁴⁴⁹ Rice suggests that if targeting is more readily used to determine jurisdiction, language (especially when it is not English), currency and tax are "relevant" factors that should be taken into account.⁴⁵⁰ However, the ABA did not approve the use of

⁴⁴⁵ *Lakin v Prudential Securities* No. 02-2477 348 F.3d 704 Nov. 4, 2003.

⁴⁴⁶ *Jennings v AC Hydraulic*, note 413 supra.

⁴⁴⁷ *Bridgeport Music, Inc. v. Still N The Water Publ'g* 327 F.3d 472, 483 (6th Cir.2003) (per curiam).

⁴⁴⁸ *Gorman d/b/a Cashbackrealty.com*, note 334 supra.

⁴⁴⁹ Vartanian, note 121 supra.

⁴⁵⁰ Rice, note 2 supra at p.513.

language or currency as appropriate, foreseeable factors in determining jurisdiction. The ABA reported

“(I)f targeting analysis is to continue, it should be based on an actual commerce within a jurisdiction that meets or exceeds some objective level of contacts that demonstrate availment of the laws and protections of that particular jurisdiction.”⁴⁵¹

and Geist separately suggests, language and currency can now change in real time and should not be used to determine jurisdiction.⁴⁵² Evidence that the business intended to target particular jurisdictions should optimally seek to localise web site activity with territories since territoriality “intuitive(ly)”⁴⁵³ alerts the defendant to where he may be hauled into court. In any event, consistency in the approach to targeting should be pursued. If not, then other decisions similar to *American Information Corporation v American Informetrics Inc.*,⁴⁵⁴ could occur. In that case, a dispute occurred between two ISPs regarding an alleged infringement of the plaintiff’s trademark on the defendant’s web site. The Maryland District Court dismissed the case on the grounds of lack of personal jurisdiction. The court held that the defendant’s web site did not satisfy the requirement of minimum contacts with the forum. Further, the forum was not deemed to be the “focal point” for the harm which the plaintiff was alleged to have suffered.⁴⁵⁵ This case demonstrates that if the web site used advertising to target large numbers of potential customers, in the absence of other factors that contribute to targeting commercial activity, the level of

⁴⁵¹ ABA Report, note 88 supra at p.31 and p.155.

⁴⁵² Geist, note 36 supra. Chapter Two supra.

⁴⁵³ According to *Pennoyer v Neff*, note 123 supra ; Green, note 35 supra at p.1055.

⁴⁵⁴ *American Information Corporation*, note 410 supra.

⁴⁵⁵ *American Information Corporation*, *ibid.*

advertising could contribute to doing business in the jurisdiction.⁴⁵⁶ Rather than following a decision which is reminiscent of the expansiveness of *Inset Systems*,⁴⁵⁷ the requirements from *ALS Scan* should be used by the courts to adapt the “Sliding Scale” test. A recent example can also be found in *Bates v Starnes*.⁴⁵⁸ In accordance with *ALS Scan* and *Carefirst*, the United States District Court for the District of Maryland said that it was necessary to consider any “specific efforts made by the defendant to obtain business from persons within the state in which personal jurisdiction is sought to be asserted.” The court demanded more information from the plaintiffs before determining whether the burden of purposeful availment had been sufficiently established.

8. CONCLUSION

The United States has sought to address electronic commerce issues by creating a framework for electronic commerce and by modifying existing personal jurisdiction principles. However, jurisdiction rules for electronic consumer contracts must be developed further. In accordance with the OECD and the Trans Atlantic Consumer Dialogue’s proposals, as a minimum, consumers ought to receive the same level of protection offline as they currently receive online.

The United States case law demonstrates a need to endorse “targeting” to

⁴⁵⁶ *GTE New Media Service*, note 257 supra.

⁴⁵⁷ *Inset*, note 28 supra, regarded in *Zippo*, note 43 supra, as “the outer limits of the exercise of personal jurisdiction based on the Internet.” If *Inset* and *Cybersell* had been followed, the point made by Eckert, Seamons, Cherin and Mellott, that *Inset* “may also retard commercial exploitation of the Internet by raising the spectre of unlimited jurisdictional exposure.” Eckert, Seamons, Cherin and Mellott Supreme Court decision in *Worldwide Volkswagen* that “foreseeability” alone has never been a sufficient constitutional benchmark for jurisdiction.”

⁴⁵⁸ *Bates v Starnes* No. Civ.JFM-04-1956. 2005 WL 705345 (D.Md.) March 24, 2005.

provide greater consistency and predictability in determining jurisdiction over an electronic consumer contract. It appears that the European Union was influenced by the US “Sliding Scale” approach to web site activity as a basis of jurisdiction for electronic consumer contracts by imposing the requirement that businesses must “direct their activities” to Member States. As the previous Chapter demonstrated, Article 15(1)(c) of the Brussels 1 Regulation needs to incorporate a target-based approach to ensure it can be applied regardless of where the defendant is domiciled. The same approach needs to be consistently incorporated into the “Sliding Scale” test and approved by the Supreme Court. In the absence of specific guidance and endorsement by the Supreme Court, the lower courts in the United States have sought to implement and re-assess the application of existing rules of personal jurisdiction over a defendant conducting business in a particular state via a web site. In order to ensure a consistent approach to jurisdiction over electronic consumer contracts, the “Sliding Scale” must include an intentional targeting component derived from *ALS Scan* and subject a business to the consumer’s jurisdiction if the business intended to direct its commercial activities there via an active or interactive web site.

Chapter Four

The Continuing Significance of Jurisdiction Rules for Electronic Consumer Contracts

1. INTRODUCTION

“The trans-national character of E-commerce makes its governance a matter of international trade policy and law. At least, questions regarding the nature and substance of the applicable commercial law and matters of jurisdiction and enforcement relating to on-line transactions need to be resolved satisfactorily if the medium is to gain credence and broader acceptability among parties from different states.”¹

This thesis has examined the development of existing rules of jurisdiction for electronic consumer contracts in the United Kingdom and the United States.

This thesis has argued that international private law rules must be modified to provide certain, predictable and harmonised jurisdiction rules for electronic consumer contracts to facilitate consumers’ “access to justice”² in the courts of their domicile. As this thesis has sought to demonstrate, the existing jurisdiction rules for consumer contracts in the United Kingdom and the United States must be adapted. The rules must be adapted to incorporate the requirement that the business intended to target consumers via its active or interactive web site. Given the onset of electronic commerce,³ governmental and non-governmental organisations, consumers, businesses and their

¹ Assafa Endeshaw, “The Proper Law for Electronic Commerce,” 1998 1 ICTL, 5 at p.10.

² Lorna E. Gillies, “Adapting International Private Law Rules for Electronic Consumer Contracts,” in Charles E.F. Rickett, and Thomas G.W. Telfer (eds), *International Perspectives on Consumers’ Access to Justice*, Cambridge University Press, 2003 at p.361.

³ Chapter One, *supra*.

representatives have a vested interest in how international private law rules apply to electronic consumer contracts. This thesis has shown that efforts by the European Community and the United States' courts have contributed to developing rules of jurisdiction for electronic consumer contracts to an extent. However, disparities in the interpretation and application of jurisdiction rules for electronic consumer contracts still remain to the detriment of the parties and electronic commerce activity generally.⁴ The thesis has argued that existing jurisdiction rules must incorporate a requirement of intentional targeting in order that a consistent, foreseeable jurisdiction rule can be applied effectively in the on-line environment. Given the global, dematerialised nature of electronic commerce, a universalist, harmonised approach⁵ would facilitate the modification of such rules.

2. JUSTIFICATIONS FOR A GLOBAL APPROACH TO JURISDICTION FOR ELECTRONIC CONSUMER CONTRACTS

Chapter Two examined and assessed jurisdiction rules for electronic consumer contracts in the Brussels 1 Regulation.⁶ Chapter Two demonstrated that the

⁴ Chapter Two considered the need for clarification of “directing such activities” in Article 15(1) of the Brussels 1 Regulation and the application of the active/passive web site distinction. Chapter Three demonstrated how the “Sliding Scale” test for personal jurisdiction in the United States has yet to be expressly endorsed by the Supreme Court.

⁵ As with other areas of international private law; Hans Van Loon, “Globalisation and The Hague Conference on Private International Law,” *International Law Forum du droit international* 2:230, 2000 ; Christopher T. Poggi, “Electronic Commerce Legislation: An Analysis of European and American Approaches to Contract Formation,” 2000 41 *Va J Int'l L* 224 at p.277.

⁶ Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, 2001 OJ L12/1 (hereafter the Brussels 1 Regulation) ; Lorna E. Gillies, “A Review of the New Jurisdiction Rules for Electronic Consumer Contracts within the European Union,” *Commentary*, 2001 (1) *The Journal*

consumer contract jurisdiction rules in the Brussels 1 Regulation and Schedules 4 and 8 to the United Kingdom's Civil Jurisdiction and Judgments Act 1982 have not been sufficiently adapted to establish jurisdiction of an electronic consumer contract in the consumer's domicile. The rules in the Brussels 1 Regulation remain restrictive in three ways. First, the rules only apply to consumers domiciled in an EU Member State and businesses that are domiciled or have a branch in and direct their activities to, an EU Member State. Second, the rules only apply to certain consumer contracts. Third, the rules of jurisdiction are subject to particular conditions which are not conducive to electronic consumer contracts. Schedules 4 and 8 to the 1982 Act and Paragraph 6.20(5) CPR must also be adapted to ensure that the consumer can establish jurisdiction in his domicile regardless of whether the defendant is domiciled in another part of the United Kingdom, an EU Member State or a non-Member State. Chapter Two demonstrated that further adaptation and harmonisation of these rules is required to ensure that the consumer's jurisdiction can be established with certainty and predictability. Firstly, the consumer jurisdiction rules should continue to apply only to private (ie natural), final consumers purchasing for their own private use or consumption. Secondly, the term "directing such activities" in Article 15(1)(c) must be clarified to ensure it is consistently applied when businesses undertake commercial activities via their active or interactive web sites. Chapter Two submitted that consumers must therefore be specifically targeted by businesses via such web

sites in order to benefit from the juridical protection of the courts where they are domiciled. If businesses intentionally direct their online activities towards consumers in this manner, any dispute must be heard in the consumer's jurisdiction. Thirdly, a jurisdiction clause in a click-wrap agreement on a business' web site must not restrict or prevent the consumer's dispute from being heard in his jurisdiction.

Whilst the European Union has led the development of regional rules of jurisdiction for electronic consumer contracts,⁷ Chapter Two concluded that the Brussels 1 Regulation does not currently operate amongst all EU Member States. Articles 13-15 of the Brussels Convention still apply when the consumer is domiciled in Denmark. The fragmentation of jurisdiction rules amongst the EU Member States does not facilitate a consistent and predictable approach in establishing jurisdiction in the consumer's domicile. As Chapter Two demonstrated, the requirements of Articles 15-17 will continue to hinder the ability of the consumer to establish jurisdiction of an electronic consumer contract in his own jurisdiction. As far as the Brussels 1 Regulation is concerned, Articles 15-17 only apply where the business is either situated or has a branch or agency in an EU Member State. The rules of jurisdiction for consumer contracts in Schedules 4 and 8 to the 1982 Act and the CPR rules must also be amended to ensure that a Scottish or English consumer can

February 2001.

⁷ Julia Hörnle, "The European Union Takes Initiative in the Field of E-Commerce," *Commentary* 2000 (3) *The Journal of Information, Law and Technology (JILT)*,

establish jurisdiction over a foreign business situated in another part of the UK or a non-Member State respectively. Regardless of where the foreign business is situated, it should only be subject to the jurisdiction of the consumers' domicile when the business specifically intended to target consumers in their own jurisdiction via an active or interactive web site. The connecting factor "directing activities" in Article 15(1)(c) of the Brussels 1 Regulation and analogous provisions in Schedules 1, 4 and 8 to the 1982 Act currently hinders the effective application of juridical protection for consumers. Chapter Two concluded that if this connecting factor is not amended further by the European Commission or ECJ and the UK government, a lack of certainty and predictability will prevail in establishing that the dispute should be heard in the consumer's jurisdiction.

Chapter Three argued that US rules of personal jurisdiction for electronic consumer contracts must be developed further. In accordance with the OECD and the Trans Atlantic Consumer Dialogue's (TACD) ⁸ proposals, as a minimum, consumers ought to receive the same level of protection offline as they currently receive online. In Chapter Three, the United States case law demonstrated a need to endorse a requirement for "intentional targeting" to

<http://elj.warwick.ac.uk/jilt/00-3/hornle.html> ; Joakim S.T. Øren, "International Jurisdiction Over Consumer Contracts in e-Europe," 2003 52 ICLQ 665 at p.695.

⁸ The Trans-Atlantic Consumer Dialogue (TACD, <http://www.tacd.org>). The TACD was launched in September 1998 as "... a forum of US and EU consumer organisations which develops and agrees joint consumer policy recommendations to the US government and European Union to promote the consumer interest in EU and US policy making," at <http://www.tacd.org/about/about.htm>. The TACD web site confirms that around "45 EU and 20 US consumer organisations have joined TACD ..." (ibid, obtained 23/10/03).

provide greater consistency and predictability in determining jurisdiction over an electronic consumer contract. It appears that the European Union was influenced by the US “Sliding Scale” approach to web site activity as a basis of jurisdiction for electronic consumer contracts by imposing the requirement that businesses must “direct their activities” to Member States. As Chapter Two demonstrated, Article 15(1)(c) of the Brussels 1 Regulation needs to incorporate a target-based approach to ensure it can be applied regardless of where the defendant is domiciled. It is submitted that the same approach now needs to be consistently incorporated into the United States “Sliding Scale” test and approved by the United States Supreme Court. In the absence of specific guidance and endorsement by the Supreme Court, the lower courts⁹ in the United States have sought to implement and re-assess the application of existing rules of personal jurisdiction over a defendant conducting business in a particular state via a web site. In order to ensure a consistent approach to jurisdiction over electronic consumer contracts, Chapter Three concluded that the “Sliding Scale” must be modified to incorporate an intentional targeting component derived from *ALS Scan* and applied by other United States’ Circuit Courts which subjects the business to the jurisdiction of the consumer’s domicile if the business intended to direct its commercial activities there via an active or interactive web site.

⁹ A trend that appears to be mirrored in Canada: Michael Geist, “Court cases taming 'wild west' Web and: Decisions benefit business, consumers,” *The Toronto Star*, 7 July 2003,.

3. GLOBAL DEVELOPMENTS: THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW'S JUDGMENTS CONVENTION

The impact of the World Wide Web and global trade has reinforced the need for globally consistent juridical protection for consumer contracts. Chapter One argued that juridical protection for consumers who contract with foreign businesses via the WWW can no longer be influenced by national, particularist objectives in isolation to jurisdiction rules in other countries. A universalist, consistent, predictable approach must operate across different jurisdictions to provide effective juridical protection for consumers. As Chapter One observed, the approaches to the legal regulation of electronic commerce activity have been individual state regulation (illustrating a particularist approach), model laws and harmonisation (demonstrating a universalist approach). Indeed, the development of international private law rules has not simply been confined to particularist objectives. As North confirms,

“...(A) most striking feature of the development of private international law over the last century has been that statute law has been the primary instrument of change – far more so...than judicial activism ...[and] ... that their genesis lies almost exclusively in the work of agencies outside central government.”¹⁰

The OECD has released a number of position papers on consumer protection in the context of electronic commerce, one of which recently assessed the extent to which different countries have refined consumer protection law and policies for electronic commerce contracts including rules of jurisdiction for such

¹⁰ Peter North, “Private International Law: Change or Decay?” (2001) 50 ICLQ 477, at p.496.

contracts.¹¹ However, over the last ten years the Hague Conference on Private International Law has been drafting an international convention on jurisdiction and the enforcement of judgments¹² which, until 2002, included jurisdiction rules for (electronic) consumer contracts. The next section of this Chapter will argue that given appropriately modified rules, one of the proposed Articles in the 2001 draft Convention could have initially contributed to ensuring clear and consistent jurisdiction rules for electronic consumer contracts.¹³ It is submitted that the role of international organisations such as the Hague Conference should become even more prevalent in adapting existing international private law rules. As the previous two Chapters have argued, it is crucial that jurisdiction rules provide clear and consistent juridical protection for consumers whilst providing businesses with an ability to foresee when the dispute will be heard in the consumer's jurisdiction.

As Chapter Three stated, by 1993 the United States' proposal¹⁴ for a judgments convention had been included on the Special Commission's agenda. The initial

¹¹ OECD, "Consumers in the Online Marketplace: The OECD Guidelines Three Years Later, Report by the Committee on Consumer Policy on the Guidelines for Consumer Protection in the Context of Electronic Commerce," DSTI/CP(2002)4/FINAL, 3 February 2003.

¹² The most recent draft Convention, "Draft on Exclusive Choice of Court Agreements," Working Document No.49E Revised, produced by the Special Commission on Jurisdiction, Recognition and Enforcement in Civil and Commercial Matters, 1-9 December 2003, can be found at <http://www.hcch.net/>.

¹³ Lorna E. Gillies, "The Impact of the Hague Conference's Proposed Judgments Convention for Electronic Commerce and Intellectual Property Disputes," 2002 16 3 Int Rev L Comps and Tech 233p.243.

¹⁴ US recommendation to the Hague Conference to put such a Convention on its agenda; Preliminary Document No.11, "The Future Hague Convention on International Jurisdiction and the Effects of Judgments in Civil and Commercial Matters," Report of the Special Commission by Peter Nygh and Fausto Pocar available via <http://www.hcch.net/e/workprog/jdgm.html> at p.27. (Hereafter the Nygh and Pocar Report).

purpose of Hague Conference's proposed Convention was to ensure that judgments in "civil and commercial matters" derived from Contracting States are capable of being recognised and enforced in other Contracting States. Civil and commercial matters were not defined in the draft Convention. However, according to Report of the Special Commission by Nygh and Pocar (hereafter the "Nygh and Pocar Report") such matters were likely to be determined in an "autonomous manner"¹⁵ and subject to a "liberal interpretation".¹⁶ Despite concerns regarding the lack of an international court to interpret the proposed convention, the Hague Conference suggested that interpretative references could be made to an expert panel or the Hague Conference itself. The scope of the 1999 draft Convention was contained in Article 1.¹⁷ Article 4 set out the proposed exclusive¹⁸ rules on choice of court.¹⁹ The 1999 draft Article 4 stated that if the parties agreed on which court would have jurisdiction over the dispute, then that court would have jurisdiction. Article 4 upheld the validity of a jurisdiction agreement where the contract was conducted by electronic means, provided the information could be retained for future or "subsequent"

¹⁵ Preliminary Document No.11, Nygh and Pocar Report, *ibid* at p.33.

¹⁶ *Ibid.* Preliminary Document No.7, "International Jurisdiction and Foreign Judgments in Civil and Commercial Matters," report drawn up by Catherine Kessedjian, revised translation October 1997, available via <http://www.hcch.net/e/workprog/jdgm.html> (obtained 27/10/99) at p.53-54 and the response to the suggestion for an expert panel in Preliminary Document No.9, "Synthesis of the Work of the Special Commission of March 1998 on international jurisdiction and the effects of foreign judgments in civil and commercial matters," drawn up by Catherine Kessedjian, available via <http://www.hcch.net/e/workprog/jdgm.html> (obtained 27/10/99) at p.45-46. William E. O'Brien Jr., "The Hague Convention on Jurisdiction and Judgments: The Way Forward," 2003 66 MLR 491 at p.503.

¹⁷ Article 1, 1999 Hague Conference draft convention, available at <http://www.hcch.net/e/conventions/draft36e.html> (obtained 23/11/99).

¹⁸ Nygh and Pocar Report, note 14 *supra* at p.45.

¹⁹ Article 4 of the 1999 draft Convention, note 17 *supra*, Appendix (ii) *infra*.

reference.²⁰ For example, the provision would have applied to the situation where information about an online contract could be retained in an email, or by saving a copy of the web page. There was also a reference made to the selection of courts in non-Contracting States. In that instance, Article 4 required courts in Contracting States to either decline or suspend proceedings if the court in the non-Contracting States had not declined jurisdiction. Article 4(2) sought to be applicable in the context of electronic commerce, providing that the formal validity of a contract (and any agreement on jurisdiction contained in it) would be upheld if

“ ... it was entered into or confirmed [...] (b) by any other means of communication which renders information accessible so as to be usable for subsequent reference.”²¹

The 1999 draft contained jurisdiction rules for consumer contracts in Article 7 to enable the consumer to sue in his own jurisdiction.²² Article 7(1) of the 1999 draft convention defined a consumer in largely the same manner as the Brussels Convention.²³ A consumer must be contracting out with its²⁴ trade or

²⁰ Contributions to the Consumer Project on Technology's discussion forum on the Hague Conference's proposed judgments convention with respect to internet jurisdiction and the Hague Conference on Private International Law's worldwide judgment's convention project available at <http://lists.essential.org/pipermail/hague-jur-commercial-law/2003-December/000848.html> ; <http://lists.essential.org/pipermail/hague-jur-commercial-law/2003-December/000852.html> ; <http://lists.essential.org/pipermail/hague-jur-commercial-law/2003-December/000854.html>, dated 12, 15 and 16/12/03 respectively.

²¹ Article 4(2)(b), 1999 draft convention, note 17 supra.

²² Article 7, 1999 draft convention, note 17 supra, available at <http://www.hcch.net/e/conventions/draft36e.html> (obtained 23/11/99), Appendix (iii) infra.

²³ The Preliminary Document No.7, "Electronic Data Interchange, Internet and Electronic Commerce," note 16 supra at p.20.

²⁴ Preliminary Document No.7, note 16 supra, at point 100, p.31 stated "(M)oreover, jurisdiction introduced to protect the consumer must be individual to him, and not be used for anyone acting on behalf of the consumer or in his stead." ; available via <http://www.hcch.net/e/workprog/jdgm.html> (obtained 27/10/99) and Preliminary Document No.8, "Synthesis of the Work of the Special Commission of June 1997 on International

profession in order for him to be able to sue in the court of its habitual residence.²⁵ Whilst the report briefly questioned the meaning of a “consumer” in the context of electronic commerce, it conceded that consumers should be afforded juridical protection in the courts of their domicile regardless of whether their contract was online or offline.²⁶ However, like the Brussels Convention at the time, Article 7(1) of the 1999 draft required certain conditions to be satisfied before the consumer could sue in his habitual residence. Firstly, Article 7(1)(a) proposed the consumer to sue in his habitual residence if the other party was acting within its trade or profession, ie it was a business, and that the “contract on which the claim is based”²⁷ was connected to the business’ activities in that State.²⁸ Whilst particular emphasis was given to business activities conducted by means of “publicity,” the term was not defined in the draft Article 7. Nevertheless, the Nygh and Pocar report provides a helpful, but nevertheless basic, explanation of “publicity” in this context,

“ ... any means of publicity whereby the consumer can be reached [²⁹] at his place of residence is covered by the clause; alongside the traditional means of communication (such as the post, the press, the telephone or television), electronic means of communication may also

Jurisdiction and the Effects of Foreign Judgments in Civil and Commercial Matters,” drawn up by Catherine Kessedjian, November 1997, available at <http://www.hcch.net/e/workprog/jdgm.html> (obtained 27/10/99), at point 49, “(T)he rule ought to be limited to natural persons entering into an obligation ... for their personal, domestic or financial use.”

²⁵ Preliminary Report No.7, note 16 supra or *ibid* at point 101, p.31 confirmed that habitual residence is that where the consumer is resident at the time *proceedings arose*, “ ... *not* the one which exists on the date when the contract is *concluded* ... ” *ibid*. Italics added for emphasis.

²⁶ Coinciding with the OECD’s general position in its “Guidelines for Consumer Protection in the Context of Electronic Commerce,” Chapter One supra.

²⁷ Compare Article 7(1)(a) of the 2001 draft convention, considered *infra*.

²⁸ Nygh and Pocar Report, note 14 supra at p.53.

²⁹ Suggesting that the consumer is initially passive in the process, ie that the consumer does not ‘seek out’ the business but vice versa.

be used, where for instance publicity or an offer to contract are posted on the Internet.”³⁰

The report attributed a wide interpretation of publicity to encompass the Internet (ie the use of web sites) as well as traditional methods of advertising such as television and radio. It is interesting to note that the first requirement of Article 7(1)(a) could have been satisfied if the business had *either* “engaged in” or “directed activities to” the consumer’s habitual residence. The former, perhaps broader, option could have subjected the business to the jurisdiction of the consumer’s habitual residence without the business having necessarily directed its activities towards consumers in that country. The identical term “directing activities” contained in the Brussels 1 Regulation was also used in the draft Hague convention. Whilst there was no definition of “directing activities,” guidance can be derived again from the Nygh and Pocar Report on the draft convention. Nygh and Pocar confirmed that for the consumer jurisdiction rule to apply

“ .. [the] defendant [ie the business] should have *acted positively* towards the plaintiff [ie the consumer] and that the consequence of this activity should be that an offer to contract should have reached the plaintiff on his territory by one of the possible means of communication (... offer to contract and advertisement via the Internet ..., making it possible to reach the consumer at his or place of habitual residence.)”³¹

Given the arguments in Chapters Two and Three earlier that the businesses must positively intend to target consumers in foreign jurisdictions, the first requirement in Article 7(1)(a) would have had to be re-drafted to reflect this.

³⁰ Nygh and Pocar Report, note 14 supra at p.53.

Secondly, Article 7(1)(b) required the consumer to take the steps necessary to conclude the contract in his habitual residence in a virtually identical fashion to Article 13 of the Brussels Convention. As Chapter Two demonstrated vis-à-vis Article 13 of the Brussels Convention, such a requirement could have proved problematic for consumers to satisfy when contracting with a foreign business via its web site. The Hague Conference in a subsequent report on electronic commerce mirrored a similar concern.³² The business would have had to ensure that the consumer was contracting from his habitual residence. As Chapter One observed, this would be difficult and time consuming to ascertain with certainty in the context of a contract conducted online. All that a business would have been able to rely on was the address provided by the consumer in conjunction with a contractual term requiring the consumer to affirm that he was resident in a particular country at the time the contract was entered into.

In terms of jurisdiction agreements, Article 7(3) proposed that the parties could have entered into such agreements provided certain requirements were satisfied. Firstly, such agreements had to conform with the general rules for jurisdiction agreements contained in Article 4. Secondly, the agreement could be entered into after the dispute arose between the parties. The third requirement of Article 7(3) was to ensure that the consumer (and not the business) had an alternative forum in which to bring a claim. It is submitted that the value of the latter requirement to consumers contracting online would have been questionable

³¹ Preliminary Document No.8, note 24 supra at point 49. Words in square brackets added and

given the consumer's weaker contractual position. Furthermore, it would have been unlikely that a business and consumer would subsequently agree to refer their dispute to a third country, particularly if it had no substantial connection to the parties, their contract or the dispute itself. Therefore, in a number of key respects, Article 7 in the 1999 draft convention was not appropriate for electronic consumer contracts.

The entire 1999 draft Convention was not adopted at the Special Commission meeting held in October 1999. Many aspects of the Convention remained unresolved, including which rules should be included in a white, grey or black list and which jurisdiction rules were deemed to be 'exorbitant.' In the absence of consensus, further work on the Convention was clearly required. In particular, it was recognised by the Hague Conference that electronic commerce had to be included³³ in the draft convention, as confirmed in their preliminary conclusions prior to the Ottawa Diplomatic meeting in February 2001.

“In view of the anticipated upsurge of electronic commerce in the immediate future, it would be unwise to exclude it from the substantive scope of the Convention.”³⁴

From that stage, a number of international governmental and non-governmental

words italicised for emphasis.

³² Preliminary Document No.7, note 16 supra at p.20.

³³ “International Jurisdiction and the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters,” “Issues Paper 3, International Electronic Commerce,” November 2000, <http://law.gov.au/publications/hagueissues3.html> (obtained 25/06/01). It is suggested that e-commerce required to be included expressly. Øren, note 7 supra.

³⁴ Preliminary Document No.7, note 16, supra at p.35 and “Issues Paper 3, International Electronic Commerce,” November 2000, *ibid.*

organizations began to acknowledge the potential impact of the proposed convention. Whilst the United States somewhat ironically led the wholesale opposition³⁵ to the draft convention, denouncing it in its entirety,³⁶ the EU was particularly concerned with the particularly “controversial”³⁷ provisions for consumer contracts.³⁸ Indeed, the Trans-Atlantic Consumer Dialogue responded to the proposals by acknowledging that even their own preference for ADR schemes “... [would] not diminish the need of consumers for access to judicial redress.”³⁹ Furthermore, an Australian government paper on the issues posed by the draft convention observed that

“(E)lectronic commerce brings the jurisdictional issues in relation to consumer protection sharply into focus because:

- the internet significantly expands the scope for consumers to purchase goods and services direct from overseas suppliers;
- it significantly expands the ability of small to medium business to sell direct to consumer overseas;
- the nature of web advertising is that business may be unable to ascertain the location of consumers and therefore have no choice

³⁵ Boris Grondahl, “Your Court or Mine?” 25th June 2001, *The Industry Standard*, available at <http://thestandard.com> (obtained 21/06/01).

³⁶ Patti Waldmeir, “Good intentions that could kill e-commerce,” 30th May 2001, *FT.com*, available at <http://news.ft.com> (obtained 25/06/01), Editorial Comment, “Recipe for Havoc,” 3rd June 2001, *FT.com*, available at <http://news.ft.com> (obtained 25/06/01), Jean Eaglesham, “Business Fears on new legal pact,” *FT.com*, 6 June 2001, available at <http://news.ft.com> (obtained 25/06/01); Lisa M. Bowman, “Global Treaty could transform web,” 22nd June 2001, *CNet News.com*, available at <http://news.cnet.com/news/0-1005-200-6345725.html> (obtained 22/06/01); “Issues Paper 3, International Electronic Commerce,” November 2000, note 33 *supra*.

³⁷ “Issues Paper 3, International Electronic Commerce,” November 2000, note 33 *supra*.

³⁸ Council of the European Union, “Conclusions concerning work in The Hague, with a view to preparing a draft Convention on international Jurisdiction and the Effects of Foreign judgments in civil and commercial matters,” 25-30 October 1999, JUSTCIV 139 11751/99, 11 October 1999, and “Draft Hague Convention on Jurisdiction and the recognition and enforcement of foreign judgments,” JUSTCIV 172, 13225/99, 22nd November 1999.

³⁹ Trans Atlantic Consumer Dialogue, “Resolution on the Proposed Hague Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters,” Ecom-22-01, May 2001, available at <http://www/tacd.org> (obtained 20/06/01).

over the consumers they contract with and therefore their resulting liabilities.”⁴⁰

The first informal meeting in Ottawa considered electronic commerce and the draft convention,⁴¹ by focussing on “three fundamental issues”⁴² pertaining to contracts conducted online between businesses. The issues seemed to be more focussed on place of contracting and performance than investigating the most appropriate connecting factor for jurisdiction over an electronic consumer contract. With regard to the specific implications of Article 7 for consumer contracts conducted online the Ottawa meeting report⁴³ was, with respect, vague and uncertain in its assertions. For example, given the points raised in the earlier analysis of Article 7(1) of the 1999 draft, it is difficult to see how the draft Article 7(1)(a) “... would not seem to have any further relevance for the purposes of electronic commerce.”⁴⁴ Indeed, it appeared that the whole ethos behind Article 7 was that if the foreign consumer was sought out by a business and as a result contracted with that business for goods or services, then the business’ activities are crucial to establishing jurisdiction. Whilst the Ottawa report demonstrated that no consensus had “as yet”⁴⁵ been reached on the extent to which businesses used their web sites to target consumers, the lack of

⁴⁰ “Issues Paper 3, International Electronic Commerce,” November 2000, note 33 supra, where reference was also made to the DTI’s comments on the archaic nature of Article 13 of the Brussels Convention ; Chapter Two supra.

⁴¹ “Electronic Commerce and International Jurisdiction,” summary of discussions prepared by Catherine Kessedjian, Ottawa, 28 February to 1 March 2000, Preliminary Document 12, August 2000, available at <http://www.hcch.net/e/workprog/jdgm.html> (obtained 02/05/01).

⁴² Preliminary Document No.12, *ibid* at p.4.

⁴³ Preliminary Document No.12, note 41 supra.

⁴⁴ Preliminary Document No.12, note 41 supra at p.6.

⁴⁵ Preliminary Document No.12, note 41 supra at p.9.

unanimity appeared to be premised on the existence of passive web sites.⁴⁶ It is unfortunate that the Ottawa Informal meeting did not examine the significance of web site activities at the time the draft convention was being revised.

Article 7 of the June 2001 draft Convention contained a proposal for consumer contract jurisdiction and three alternative proposals for jurisdiction agreements.⁴⁷ Article 7(1)(a) of the 2001 draft retained the definition of a consumer ('a natural person acting primarily for personal, family or household purposes' (Article 7(1)) and a 'business' (ie 'another party acting for the purposes of its trade or profession' (Article 7(1)) previously in the 1999 draft. However, this was further qualified to the extent that Article 7 would not apply if the 'other party' would not have entered into the contract if they had known that the consumer was contracting for the purposes of personal, family or household reasons. Such a get-out appeared to protect businesses that did not seek to contract with consumers by permitting them to "dis-target" particular jurisdictions.⁴⁸ As Chapter One argued, jurisdiction must be premised on a positive act by the business to undertake commercial activities as a legitimate alternative to the business' physical presence in the jurisdiction. The potential difficulty with this opt out would have been ensuring its effective operation in the context of an electronic consumer contract. For example, it would be

⁴⁶ Preliminary Document No.12, note 41 supra at p.7.

⁴⁷ Article 7 of the 2001 draft Convention is in Appendix (iv), infra.

⁴⁸ Dan Svantesson, "Jurisdiction Issue in Cyberspace What Should Article 7 – Consumer Contracts, of the Proposed Hague Convention, Aim to Accomplish in Relation to E-Commerce?" 2001 5 CLSR 318, at p.323.

difficult to determine whether consumers had sufficient knowledge of such an opt-out (and its effect) and whether they could circumvent it by, using a foreign ISP to access the web site or providing an address situated in another jurisdiction (acceptable to the business). As previous Chapters of this thesis argued, a connecting factor which subjects the business to the consumer's jurisdiction must require a positive act on behalf of the seller to target consumers in their own jurisdiction.

The draft Article 7(2) proposed that the consumer could bring either 'proceedings' or 'an action in contract' where he was habitually resident "...if the claim relates to a contract which arises out of activities, including promotion or negotiation of contracts, which the other party conducted in that State, or directed to that State."⁴⁹ It remained outstanding whether the consumer was entitled to raise 'proceedings,' or the more restricted alternative 'action in contract' against the business in his own jurisdiction. It is submitted that the proposals ought to have preserved the 1999 draft convention to enable a consumer to raise proceedings in his or her own jurisdiction provided those proceedings relate to the dispute in question. The most important aspect of Article 7(2) was that

“ ... the claim related to a contract which arose out of activities, including promotion or negotiation of contracts, which the other party conducted in that State, or directed to that State ...”⁵⁰

⁴⁹ Article 7(2), 2001 draft convention, Appendix (iv).

⁵⁰ Ibid.

The requirement for prior promotion or negotiation of contracts either *conducted in or directed to* that State was of particular significance to electronic consumer contracts. Again, as with Article 7(1) of the 1999 draft (as well as 15(1)(c) of the Brussels 1 Regulation), no definitions of “promotion” or “directing” activities were offered. Interestingly, whilst the term publicity was removed from Article 7(2) of the 2001 draft convention, it appears to have been replaced by the analogous term ‘promotion.’ Nevertheless, as Chapter Two considered in respect of the Brussels 1 Regulation, the possibility that businesses could direct their activities to states in which consumers were habitually resident still required to be precisely determined by the Hague Conference.

Despite all of the documents published during 1999-2001 on the draft convention, the Hague Conference did not consider the impact of electronic commerce in sufficient depth.⁵¹ Furthermore, there was only one brief discussion reported on the meaning of “directing activities.”⁵² Whilst passing reference was made in Preliminary Document No.17 to the different grounds of jurisdiction applied by courts in Canada, Germany, France, China and Australia in relation to the Internet, the majority of the discussion was premised on the United States’ court analysis of the accessibility of a web site and emerging significance of the active and passive distinction between web sites. The Hague

⁵¹ Samuel P. Baumgartner, “The proposed Hague Convention on Jurisdiction and Foreign Judgments: where we are and the road ahead,” E.J.L.R. 2002, 4(1), 219 at p.225.

⁵² Avril Haines, Hague Conference on Private International Law, “The Impact of the Internet on the Judgments Project: Thoughts for the Future” Preliminary Document No.17, February 2002, at p.19-22 inclusive.

Conference made no effort to consider the ways in which the Hague Conference could have contributed to alleviating the fact that “ ... the Internet disturbs conventional notions of private international law.”⁵³ Despite the challenges of negotiating and drafting the Convention, Haines suggested that

“ ... it is clear that these challenges are worth overcoming ... [since] ... (T)he e-commerce industry is becoming an increasingly vital part of economic and intellectual development in the Member States of the Hague Conference.”⁵⁴

Given the lack of definition of directing activities, it is submitted that had the Convention been approved, Article 7 had to include the requirement that the business intentionally targeted the consumer’s jurisdiction. In any event, the ability of the consumer to raise such proceedings could have been subject to the other party being able to establish that the consumer took the steps necessary for the conclusion of the contract in another State and that the goods or services were supplied to the consumer while the consumer was present in the other State.⁵⁵ These provisions were similar to Article 15 of the Brussels I Regulation. The draft Convention proposed that businesses could be exempt from the provisions of the Article if they could demonstrate that they did not intend to direct their activities, such as advertising, to consumers in certain jurisdictions. It is not surprising that in a footnote to Article 7(3) the Hague Conference acknowledged that “(T)here is no consensus on this provision.” Indeed, as stated in previous Chapters and the quote from the Nygh and Pocar

⁵³ Ibid at p.22.

⁵⁴ Ibid. Word in brackets added.

report in this Chapter, the requirement for intentional targeting must be premised on businesses positively seeking out and targeting consumers in foreign jurisdictions.

As a result of two Diplomatic Meetings,⁵⁶ three alternative proposals for jurisdiction agreements were proposed for inclusion in Article 7.⁵⁷ The alternative proposals relate to determining the applicability of jurisdiction agreements in consumer contracts. The importance of these proposals could not be underestimated as they would have invariably affected the application of Article 7(2) considered earlier. It is submitted that Variant One of Alternative B (failing which Alternative C) would have been the most appropriate option to establish a rule on jurisdiction agreements for consumer contracts.⁵⁸ Variant One of Alternative B (and Alternative C) restricted the parties' jurisdiction agreement to the jurisdiction of the consumers' habitual residence. Variant One also enabled a Contracting State to uphold a jurisdiction agreement between the parties only if a dispute had arisen first, and to refuse recognition of a judgment if Article 7 had not been adhered to. In comparison, Variant Two of Alternative B was extremely similar to Article 17 of the Brussels 1 Regulation. It is

⁵⁵ The requirement for the consumer to have received the goods in the other state was a bracketed, optional requirement in the draft convention.

⁵⁶ These alternative drafts were the result of the Diplomatic meetings held in Ottawa in March 2000 and Edinburgh in April 2001.

⁵⁷ Article 7, Alternatives A, B and C are reproduced as they were presented in the draft 2001 Convention in Appendix (iv) of this Thesis.

⁵⁸ Gillies, note 13 *supra* at p.243.

submitted that rules for consumer contracts should have been obligatory (or white) in the Convention for, as the present author has previously argued,

“to leave such rules to the discretion of Contracting States would certainly inhibit any efforts at global harmonisation of jurisdiction and the recognition of judgments for such contracts in the first place.”⁵⁹

It is questionable and unfortunate that the Hague Conference removed juridical protection for consumers from its draft convention for the following reasons. First, as this section demonstrated, the Hague Conference included jurisdiction rules for consumer contracts in the 1999 draft. Second, the Hague Conference recognised the importance of integrating juridical protection for consumers in the convention and acknowledged the importance of regulating cross-border commercial activities via the WWW.⁶⁰ The World Intellectual Property Organisation’s Primer report supported the universalist approach in the Hague Conference’s proposed convention as means of ensuring legal predictability for businesses.

“ ... (W)ith an adequate understanding, [businesses] can begin to organize the conduct of their affairs in order to achieve some assurance that they will not be subject to potential lawsuits in multiple and remote locations ... should they fail to do so, the resulting confusion may discourage enterprises from using this efficient and internationally accessible avenue of commerce.”⁶¹

Third, the Hague Conference undertook additional meetings and produced

⁵⁹ Gillies, *ibid.*

⁶⁰ Haines, Preliminary Document No.17, note 52 *supra* at p.4, 5, 6 and *cf* p.7.

⁶¹ WIPO, “Primer on Electronic Commerce and Intellectual Property Issues,” available at <http://ecommerce.wipo.int/primer/section2.html> (obtained 27/02/02). at p.8. Word in brackets amended.

reports and various options for consumer contracts in Article 7 of the 2001 draft convention. Fourthly, the Hague Conference acknowledged the necessity for a consistent approach to jurisdiction rules for electronic (consumer) contracts.⁶²

As the Ottawa report confirmed,

“(T)he debate which followed made clear the interests at stake: States want to encourage electronic commerce, especially in the area of consumer contracts. ... From another point of view, it is clear that the Internet will only take off, in the context of trade with consumers, if consumers themselves have confidence in it. And one of the essential points for the consumer is to be sure that if a problem arises in his relationship with the business, he can obtain redress both rapidly and cost-effectively.”⁶³

The position papers issued by the Hague Conference indicated that to ensure completion of the project on time, contentious matters⁶⁴ (such as rules for consumer contracts)⁶⁵ would be sacrificed and removed from the scope of the convention. The contentious nature of the consumer contract jurisdiction rules appeared, in the Hague Conference’s opinion, to be premised on whether Contracting States preferred a “Country of Origin” or “Country of Destination” approach to their jurisdiction rules for consumer contracts and the extent to which the EU’s “Country of Destination” approach may or may not affect the long-term impact of electronic commerce activity as a disincentive to businesses. However, as Chapter One argued, the “Country of Origin” and “Country of Destination” approaches do not, and should not, conflict in the context of juridical protection for consumers. As Chapter One argued,

⁶² Haines, Preliminary Document No.17, note 52 supra, at p.5 and 7.

⁶³ Kessedjian, Preliminary Document 12, note 41 supra at p.7.

⁶⁴ Baumgartner, note 51 supra at p.225.

⁶⁵ Preliminary Document No.7, note 16 supra at p.7, 15 *et seq.*

regardless of the increased choice available to consumer via the WWW, consumers must still be provided with effective juridical protection that enables them to sue in their own jurisdiction. Haines suggested that a targeting test would be an effective “compromise” between the “Country of Origin” and “Country of Destination” approaches.⁶⁶ In support of that proposition, Haines cited the Ottawa report which said

“(I)f the enterprise had specifically targeted consumers in a particular country, it would be consistent to decide that the courts of that country have jurisdiction for consumers residing on its territory...”⁶⁷

Haines was concerned on how targeting would be constituted. With respect, Haines confused the issue when she questioned how a *web site* targets a consumer. As Chapter Three argued, the modification to current jurisdiction rules should focus on whether the *business* intentionally targeted the consumer via its web site and *not* whether the web site (as a method of communication) targeted consumers. The Hague Conference appeared to justify their eventual position by advocating that Contracting States must address the issues and implications of electronic commerce in their own jurisdictions.⁶⁸ Nevertheless, the Hague Conference remarked,

“(B)earing in mind the international nature of electronic commerce, and its essentially multidisciplinary character, it may be as well to point out that much of this work could be undertaken jointly by several different organisations, thus enhancing the efficiency of the work and the management of the funds allotted for the purpose. Moreover, for work

⁶⁶ Avril D. Haines, “Why is it so difficult to construct an international legal framework for e-commerce? The draft Hague Convention on Jurisdiction and the Recognition and Enforcement of Foreign Judgments: a case study,” E.B.O.R. 2002, 3(1), 157-194 at p.179.

⁶⁷ Haines, *ibid* at p.179.

⁶⁸ Haines, note 66 *supra*, at p.7 and 10.

pertaining to international private law, collaboration with the Hague Conference would be desirable.”⁶⁹

Whilst international commercial activities including those conducted via electronic commerce⁷⁰ need global regulation of jurisdiction, recognition and enforcement rules, after ten years a cohesive desire for such rules eludes the Hague Conference’s efforts in reaching agreement on a global “justice product.”⁷¹ To that extent, the importance of the Hague Conference’s project goes beyond its “scholarly orientation.”⁷² Even though the project abandoned jurisdiction rules for consumers, the project itself highlighted how governments must modify juridical protection for consumers who contract with foreign businesses via the WWW.

⁶⁹ Ibid at p.7.

⁷⁰ Haines, note 66 supra.

⁷¹ Vaughan Black, “Commodifying Justice For Global Free Trade: The Proposed Hague Judgments Convention,” 2000 38 Osgoode Hall Law Journal No2 237 at p.266.

⁷² Black, *ibid*.

4. CONCLUSION

This Thesis has argued that despite recent adaptation, existing jurisdiction rules for consumer contracts in the United Kingdom and the United States are not conducive to electronic consumer contracts. Whilst these countries already have highly developed consumer protection rules, international private laws must ensure conflicts justice is maintained by reflecting the consumer's ability to contract by electronic means. Given the global, dematerialised nature of electronic commerce, harmonisation of juridical protection for consumers contracting via the WWW is necessary and desirable. As Poggi has remarked,

“(A)ny international E-Commerce Convention will probably therefore have to exclude either consumer issues altogether, or simply continue to relinquish jurisdictional enforcement to the consumer's home country.”⁷³

This thesis has argued that jurisdiction rules for such contracts should be further amended to ensure that the consumer can sue in his own jurisdiction when a foreign business has targeted the consumer via an active or interactive web site. Furthermore given the global, dematerialised nature of electronic commerce and the lack of coherent international regulation to date, the amendment of such rules should be harmonised via an international instrument in accordance with universalist objectives to ensure that conflicts justice and international ⁷⁴ “decisional harmony” ⁷⁵ are achieved.

⁷³ Poggi, note 5 supra at p.249.

⁷⁴ A.P.M.J. Vonken, “Balancing Processes in International Family Law, On the determination and weighing of interests in the conflicts of laws and the ‘openness’ of the choice of law system,” in Th M. De Boer (ed), *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law*, University of Amsterdam, on 27 October 1989, Kluwer, Deventer, 1990 at p.178.

⁷⁵ Th M. De Boer, “The Evolution of Postwar Private International Law,” in Th M. De Boer (ed), *ibid* at p.2, citing Meijers.

Appendix

Appendix (i)

European Commission Statement on Articles 15 and 73

“1. The Council and the Commission are aware that the development of electronic commerce in the information society facilitates the economic growth of undertakings. Community law is an essential if citizens, economic operators and consumers are to benefit from the possibilities afforded by electronic commerce.

They consider that the development of distance marketing techniques based on the use of the Internet depends in part on the mutual confidence which may grow up between undertakings and consumers. One of the major elements in this confidence is the opportunity offered to consumers by Article 16 of the Regulation to bring possible disputes before the courts of the Member States in which they reside, where they contract concluded by the consumer is covered by Article 15 of the Regulation.

The Council and the Commission point out in this connection that for Article 15(1)(c) to be applicable it is not sufficient for an undertaking to target its activities at the Member State of the consumer's residence, or at a number of Member States including that Member State; a contract must also be concluded within the framework of its activities. This provision relates to a number of marketing methods, including contracts concluded at a distance through the Internet.

In this context, the Council and the Commission stress that the mere fact that an Internet site is accessible is not sufficient for Article 15 to be applicable, although a factor will be that this Internet site solicits the conclusion of distance contracts and that a contract has actually been concluded at a distance, by whatever means. In this respect, the language or currency which a website user does not constitute a relevant factor.

2. The Council and the Commission take the view that in general it is in the interest of consumers and undertakings to try to settle their disputes amicably before resorting to the courts.

The Council and the Commission stress in this connection that the purpose of the Regulation, and in particular Articles 15 and 17 thereof, is not to prohibit the parties from making use of alternative methods of dispute settlement.

The Council and the Commission accordingly wish to reiterate how important it is that work on alternative methods of dispute settlement in civil and commercial matters should continue at European Community level, in keeping with the Council's conclusions of 29 May 2000.

They are aware of the great significance of this work and stress the useful complementary role represented by alternative methods of dispute settlement in civil and commercial matters, in particular with regard to electronic commerce.

3. Pursuant to Article 73 of the Regulation, the Commission is to submit a report on the application of the Regulation, accompanied, if need be, by proposals for adaptations, to the European Parliament, the Council and the Economic and Social Committee.

The Council and the Commission consider that in preparing the report especial attention should be paid to the application of the provisions of the Regulation relating to consumers and small and medium-sized undertakings, in particular with respect to electronic commerce. For this purpose, the Commission will, where appropriate, propose amendments to the Regulation before expiry of the period referred to in Article 73 of the Regulation.”

Source: European Commission

Copyright European Commission

Appendix (ii)

Draft Article 4 (Agreements on Choice of Court) in the 1999 Draft Hague Convention on Jurisdiction and the Recognition of Judgments in Civil and Commercial Matters.

“Article 4

1. If the parties have agreed that a court of courts of a Contracting State shall have jurisdiction to settle any dispute which has arisen or may arise in connection with a particular legal relationship, that court or those courts shall have jurisdiction, and that jurisdiction shall be exclusive unless the parties have agreed otherwise. Where an agreement having exclusive effect designates a court or courts of a non-Contracting State, courts in Contracting States shall decline jurisdiction or suspend proceedings unless the court or courts chosen have themselves declined jurisdiction.
2. An agreement within the meaning of paragraph 1 shall be valid as to form, if it was entered into or confirmed -
 - (a) in writing;
 - (b) by any other means of communication which renders information accessible so as to be usable for subsequent reference;
 - (c) in accordance with a usage which is regularly observed by the parties;
 - (d) in accordance with a usage of which the parties were or ought to have been aware and which is regularly observed by the parties to contracts of the same nature in the particular trade or commerce concerned.
3. Agreements conferring jurisdiction and similar clauses in trust instruments shall be without effect if they conflict with the provisions of Article 7, 8 or 12.”

Source: Hague Conference on Private International Law.

Appendix (iii)

Draft Article 7 (jurisdiction for consumer contracts) in 1999 Draft Hague Convention on Jurisdiction and the Recognition of Judgments in Civil and Commercial Matters.

“Article 7 Contracts concluded by consumers

1. A plaintiff who concluded a contract for a purpose which is outside its trade or profession, hereafter designated as the consumer, may bring a claim in the courts of the State in which it is habitually resident, if
 - (a) the conclusion of the contract on which the claim is based is related to trade or professional activities that the defendant has engaged in or directed to that State, in particular in soliciting business through means of publicity, and
 - (b) the consumer has taken the steps necessary for the conclusion of the contract in that State.
2. A claim against the consumer may only be brought by a person who entered the contract in the courts of its trade or profession before the courts of the State of the habitual residence of the consumer.
3. The parties to a contract within the meaning of paragraph 1 may, by an agreement which conforms with the requirements of Article 4, make a choice of court –
 - (a) if such agreement is entered into after the dispute has arisen, or
 - (b) to the extent only that it allows the consumer to bring proceedings in another court.”

Source: Hague Conference on Private International Law.

Appendix (iv)

Draft Article 7 (including the alternative proposals for jurisdiction agreements)* in the 2001 Draft Hague Convention on Jurisdiction and the Recognition of Judgments in Civil and Commercial Matters.

“Article 7 Contracts concluded by consumers

1. This Article applies to contracts between a natural person acting primarily for personal, family or household purposes, the consumer, and another party acting for the purposes of its trade or profession, [unless the other party demonstrates that it neither knew nor had any reason to know that the consumer was concluding the contract primarily for personal, family or household purposes, and would not have entered into the contract if it had known otherwise].
2. Subject to paragraphs [5-7], a consumer may bring [proceedings] [an action in contract] in the courts of the State in which the consumer is habitually resident if the claim relates to a contract which arises out of activities, including promotion or negotiation of contracts, which the other party conducted in that State, or directed to that State, [unless [that party establishes that] –
 - (a) the consumer took the steps necessary for the conclusion of the contract in another State: [and
 - (b) the goods or services were supplied to the consumer while the consumer was present in the other State.]]
- [3. For the purposes of paragraph 2, activity shall not be regarded as being directed to a State if the other party demonstrates that it took reasonable steps to avoid concluding contracts with consumers habitually resident in the State.]
4. Subject to paragraphs [5-7], the other party to the contract may bring proceedings against a consumer under this Convention only in the courts of the State in which the consumer is habitually resident.”

“Alternative A

5. [Article 4 applies to a jurisdiction agreement between a consumer and the other party if the agreement is entered into after the dispute has arisen.
6. Where a consumer and the other party have entered into an agreement which conforms with the requirements of Article 4(1) and (2) before the dispute has arisen, the consumer may bring proceedings against the other party in the courts of the State designated in that agreement.
7. Where a consumer and the other party have entered into an agreement which conforms with the requirements of Article 4(1) and (2) before the dispute has arisen, Article 4 applies to the agreement to the extent that it is binding on both parties under the law of the State in which the consumer is habitually resident at the time the agreement is entered into.

Add at the beginning of Article 25,

‘Subject to Article 25, *bis*’

Insert [*Article 25 bis*

1. A Contracting State may make a declaration that it will not recognise or enforce a judgment under this Chapter, or a declaration specifying the conditions under which it will recognise or enforce a judgment under this Chapter, where –
 - (a) the judgment was rendered by the court of origin under Article 7(2) [or Article 8(2)];
 - (b) the parties had entered into an agreement which conforms with the requirements of Article 4 designating a court other than the court of origin.”

[Alternative B

[Variant 1

5. This provision may be departed from by a jurisdiction agreement provided that it conforms with the requirements of Article 4.

6. A Contracting State may declare that –

- (a) it will only respect a jurisdiction agreement if it is entered into after the dispute has arisen or to the extent that it allows the consumer to bring proceedings in a court other than a court indicated in this Article or in Article 3; and
- (b) it will not recognise and enforce a judgment where jurisdiction has been taken in accordance with a jurisdiction agreement that does not fulfil the requirements in sub-paragraph (a).]

[Variant 2

5. Article 4 applies to an agreement between a consumer and the other party if the agreement is entered into after the dispute has arisen; or to the extent that the agreement permits the consumer to bring proceedings in a court other than the consumer’s habitual residence.

6. A Contracting State may declare in the circumstances specified in that declaration -

- (c) it will respect a jurisdiction agreement entered into before the dispute has arisen;
- (d) it will recognise and enforce a judgment in proceedings brought by the other party given by a court under a jurisdiction agreement entered into before the dispute has arisen;
- (e) it will not recognise and enforce a judgment given by a court in which proceedings could not be brought consistently with a jurisdiction agreement entered into before the dispute has arisen.]]”

[Alternative C

5. Article 4 applies to a jurisdiction agreement between a consumer and the other party if the agreement is entered into after the dispute has arisen.

6. Where a consumer and the other party have entered into an agreement which conforms with the requirements of Article 4(1) and (2) before the dispute has arisen -

- (a) the consumer may bring proceedings against the other party under the Convention in the courts of the State designated in that agreement

- (b) the consumer may not bring proceedings against the other party under this Convention in any other court unless the agreement permits the proceedings to be brought in that court;
- (c) the other party may bring proceedings against the consumer under this Convention only if the agreement permits the proceedings to be brought in the courts of the State in which the consumer is habitually resident.]]”

Source: Hague Conference on Private International Law,
<http://www.hcch.net/e/workprog/jdgm.html>.

*NB: Square brackets were used in the original draft Article to highlight alternatives.

Bibliography

BIBLIOGRAPHY

ARTICLES

Aberahe, Ruwantissa I. R., "Cyber-terrorism and Activities in Outer Space," (2000) 5 Communications Law 20.

Abramson, Leslie W., "Clarifying "Fair Play and Substantial Justice": How the Courts Apply the Supreme Court Standard for Personal Jurisdiction," 1991 Hastings Const LQ 18, 441.

Aciman, Carole and Vo-Verde, Diane, "Refining The Zippo Test: New Trends on Personal Jurisdiction for Internet Activities," 2002 19 Computer and Internet Law 16.

Aguilar, John R., "Over the Rainbow. European and American Consumer Protection Policy and Remedy Conflicts on the Internet and a Possible Solution," International Journal of Communications Law and Policy Winter 1999/2000, Issue 4.

Ainscough, Thomas L., and Lockett, Michael G., "The Internet for the rest of us: Marketing on the World Wide Web," Journal of Consumer Marketing Vol 13 No 2 1996 pp36-47.

Akehurst "Jurisdiction in International Law," (1972-73) 46 BYBIL 145.

Albers, Dr. Max and Blum, Oliver, "European Regime of Jurisdiction and Enforcement in Civil and Commercial Matters," 1997 25 IBL 511.

Alston, Philip, "The Myopia of the Handmaidens: International Lawyers and Globalization," (1997) 3 EJIL 435.

Aminoff, Nicholas A., "The EEC Draft Bankruptcy Convention – An Exercise in Harmonising Private International Law," 1990/1 Legal Issues of European Integration 121.

Amram, Philip W., "Report on the Tenth Session of the Hague Conference on Private International Law," (1965) 59 AJIL 87.

Andersen, Mads Bryde, "Electronic Commerce: A Challenge to Private Law?" Centro di studi e ricerche di diritto comparato e straniero, Saggi, Conferenze e Seminari, 32, Roma 1998.

Anderson, Tim, "Consumer Protection Laws Hitting E-Commerce to be Implemented by June 2000," 2000 16 CLSR 132.

Andrews, Neil H., "English Civil Procedure: Three Aspects of the Long Revolution," Centro di studi e ricerche di diritto comparato e straniero, Rome, 2001.

Arnaiz, Alejandro Saiz, "Constitutional Jurisdiction in Europe: Between Law and Politics," (1999) 6 MJ 2, 111.

Ashurst, Morris, Crisp, "The Contract (Applicable Law) Act 1990," 1991 5 Corp Brief 7, 188.

Auf der Mar, Rolf, "Internet-Enabled Distribution Models," 1999 IBL 264.

Bader, Veit Michael, "Citizenship of the European Union. Human Rights, Rights of Citizens of the Union and of Member States," 1999 12 Ratio Juris 153.

Bainbridge, David, "Further cyberspace challenges for Law," 2000 IP and IT Law Vol 6 Part 1, 7.

Ballon, Ian C., "Rethinking Cyberspace Jurisdiction in Intellectual Property Disputes," University of Pennsylvania Journal of International Economic Law, Fall 2000, Volume 21, Number 3, 481.

Balonwu, Stephen, "Consumer v Industry. The e-commerce frontier: jurisdiction and applicable law," 1999 Tr Law 18(5) 446

Barcelò, Rosa Julia, "Liability for On-Line Intermediaries: A European Perspective," [1998] 21 EIPR 453.

Barents, René, "Some Observations on the Treaty of Amsterdam," (1997) 4 MJ 332.

Barlett, Lee S., "Full Faith and Credit Comes to the Common Market : An Analysis of the Provisions of the Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1975) 24 ICLQ 44.

Barma, Aarif and Elvin, David, "Forum non Conveniens: Where do we go from here?" (1985) 101 LQR 48.

Basedow, Jürgen "The Communitarisation of The Conflict of Laws Under The Treaty of Amsterdam," (2000) 37 CMLR 687.

Baumgartner, Samuel P., "The proposed Hague Convention on Jurisdiction and Foreign Judgments: where we are and the road ahead" E.J.L.R. 2002, 4(1), 219.

Beatson, Jack, "Has the Common Law a Future?" 1997 CLJ 291.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1989) 38 ICLQ 217.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1990) 39 ICLQ 700.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments," (1993) 42 ICLQ 728.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1995) 44 ICLQ 218.

Beaumont, Paul R., "Civil Jurisdiction: Anglo-Scottish Conflicts," (1995) 63 SLG 111.

Beaumont, Paul R., "A United Kingdom Perspectives on the Proposed Hague Judgments Convention," 1998 Brook Int'l L Vol XXIV: 1 75.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1997) 46 ICLQ 205.

Beaumont, Paul R., "European Court of Justice and Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters," (1999) 48 ICLQ 223.

Bedell, Gregory A., "Jurisdiction and Web-Based Presence in Illinois: Business Beware," 2000 World Internet Law Report Vol 1 Part 9, 21.

Bender, David, "Jurisdiction in Cyberspace" 2000 590 PLI/Pat 27.

Benvenisti, Eyal, "Exit and Voice in the Age of Globalisation," 1999 48 Mich LR 167.

Benkler, Yochai, "Internet Regulation: A Case Study in the problem of Unilateralism," (2000) 11 EJIL 171.

Bermann, George, A., "Taking Subsidiarity Seriously: Federalism in the European Community and the United States," (1994) Columb LR 331.

Bernacchi, Richard, "Introduction," 1998 IBL 149.

Bernet, Martin and Ulmer, Nicholas C., "Recognition and Enforcement in Switzerland of US Judgments Containing an Award of Punitive Damages," 1994 22 IBL 272.

Beveridge, Barbara J., "English Legalese in Non-English Contracts – Introduction," 1998 IBL 387.

Bicknese, Ferderick H., "Websites and Personal Jurisdiction: Where Should A Defendant's Internet Selling Activities Subject It to Suit in a Plaintiff-Buyer's State?" 2000 73 Temp L Rev 829.

Black, Robert, "Styles for Averting Jurisdiction under the Civil Jurisdiction and Judgments Act 1982," 1987 SLT (News) 1.

Blanc- Jouvan, Xavier, "Centennial World Congress on Comparative Law: Closing Remarks," 2001 75 Tuland LR 4, 1235.

Black, Robert, "Enforcement of Scottish Decrees Outside Scotland and of Non - Scottish Decrees Within Scotland," 1987 32 JLSS 10.

Black, Vaughan, "Commodifying Justice For Global Free Trade: The Proposed Hague Judgments Convention," 2000 38 Osgoode Hall Law Journal No2 237.

Blackburn, Elizabeth, "Lis alibi pendens and forum non conveniens in collision actions after the Civil Jurisdiction and Judgments Act 1982," 1988 LMCLQ 91.

Blaikie, J., "Choice of Law in Consumer Contracts," 1992 60 SLG 6.

BNA, "United States: Interactive Web sites and jurisdiction," 2000 WILR Vol 1 Part 10, 14.

BNA, "Yahoo! Challenges French Court's Web Content Restrictions," 2001 WILR Vol2 Part 2, 17.

Boele-Woelki, Prof Dr K, "De functie van het IPR bij Internet-geschillen," 1992 23 Nederlands Juristenblad 1028.

Bogdandy, Armin Von, "The Legal Case for Unity: The European Union as a Single Organisation with a Single Legal System," 1999 36 CLMR 887.

Boland, Beth I., and Gwin, Diane, "The Internet and Personal Jurisdiction Under The Constitution: In What State, Exactly, Is the Internet Located?" 2000 44-Feb B B. J. 16.

Bolger, Peter, "Making Contracts Over The Internet," (1999) 3(3) IIPR 20.

Bomfield, Joshua, "Technological Management Learning The Adoption of Electronic Data Interchange by Retailers," International Journal of Retail and Distribution Management, Vol 22 No 2 1994 pp3-11.

Borchers, Patrick J., "The Internationalization of Contractual Conflicts Law," "Symposium: Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflict of Laws," 1995 28 Vand J Transnat'l L 3, 421.

Borchers, Patrick J., "Introductory Remarks," 1998 61 Alb L Rev 4, 1159.

Borchers, Patrick J., "Judgments Conventions and Minimum Contracts," 1998 61 Alb L Rev 4, 1161.

Borchers, Patrick J., "A Few Little Issues for the Hague Judgments Negotiations," 1998 XXIV Brook J Int'l L 1, 157.

Borm - Reid, Maurissa, "Recognition and Enforcement of Foreign Judgments," (1954) 3 ICLQ 49.

Bowett, D. W., "Jurisdiction: Changing Patterns of Authority over Activities and Resources," 1982 BYBIL 1.

Brand, Ronald A., "Tort Jurisdiction in a Multilateral Convention: The Lessons Of The Due Process Clause and the Brussels Convention," 1998 XXIV Brook J Int'l L 1, 125.

Bratt, Margaret Khayat and Kugele, Norbert F., "Who's In Charge?" 2001 80-Jul Mich B. J. 42.

Briggs, Adrian, "No Interference with Foreign Court," (1982) 31 ICLQ 189.

Briggs, Adrian, "Forum non conveniens – now we are ten?" 1983 3 LS 74.

Briggs, Adrian, " 'Forum non conveniens' – an update," (1985) LMCLQ 360.

Briggs, Adrian, "Which Foreign Judgment Should We Recognise Today?" (1987) 36 ICLQ 240.

Briggs, A., "Conflict of Laws: Postponing the Future?" (1989) OJLS 251.

Briggs, A., "The Brussels Convention," (1990) 10 YEL 481.

Briggs, Adrian, "The Brussels Convention Reaches the House of Lords," (1992) 108 LQR 186.

Briggs, A., "The Brussels Convention," (1991) 11 YEL 521.

Briggs, Adrian, "Foreign Judgments: More Surprises," (1992) 108 LQR 549.

Briggs, A., "The Brussels Convention," (1992) 12 YEL 657.

Briggs, A., "The Brussels Convention," (1993) 13 YEL 511.

Briggs, A., "The Brussels Convention," (1994) 14 YEL 557

Briggs, A., "The Brussels Convention," (1995) 15 YEL 487

Briggs, Adrian, "Decisions of British Courts During 1996 – Private International Law," 1996 BYBIL 577.

Briggs, Adrian, "The Brussels Convention," 1996 YEL 578.

Briggs, Adrian, "Decisions of British Courts During 1997 – Private International Law," 1997 BYBIL 331.

Briggs, A., "The Brussels Convention," (1997) 17 YEL 515.

Brilmayer, Lea and Paisley, Kathleen, "Personal Jurisdiction and Substantive Legal Relations : Corporations, Conspiracies, and Agency," 1986 74 Cal LR 1.

Brilmayer, Lea, "Related Contacts and Personal Jurisdiction," 1988 101 Harv LR, 1444.

Bristows, "Consumer contracts and jurisdiction – changes to the Brussels Convention," 2001 IHL 66.

Brown, Tim and Hamer, Alex, "Jurisdiction and the Internet: the EC Perspective," 2000 28 IBL 439.

Brownsword, Roger and Howells, Geraint, "Consumer Protection on the Internet; The Impact of the Information Society," Conference proceedings of the 8th International Consumer Law Conference, University of Auckland, Auckland, New Zealand, April 2001.

Bruce, Ian S., "Log on for Instant Justice as Courts Join Internet Revolution," Sunday Herald Newspaper, Glasgow, 16 July 2000.

Buitendijk, G. J. and Von Scheldelen, M. P. C. M., "Brussels Advisory Committees: A Channel for Influence?" (1995) 20 Eu LR 37.

Buonaiuti, Fabrizio Marongui, "*Forum Non Conveniens* Facing the Prospective Hague Convention and EC Regulation on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters," 2000 39 Riv Dir Eur 3.

Burbank, Stephen B., "Jurisdictional Equilibration, the Proposed Hague Convention and Progress in National Law," 2001 40 Am J Comp L 203.

Burman, Harold S., "International Conflict of Laws, The 1994 Inter-American Convention on the Law Applicable to International Contracts, and Trends for the 1990s," "Symposium: Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflict of Laws," 1995 28 Vand J Transnat'l L 3, 367.

Burman, Harold S., "Building on the CISG: International Commercial Law Development and Trends For The 2000's," 1998 17 J L and Commerce 355.

Burns, Joseph S., and Vales, Richard A., "Personal Jurisdiction and the Web," 2001 53 Me. L. Rev. 29.

Burnstein, Matthew R., "Conflicts on the Net: Choice of Law in Transnational Cyberspace," 1996 Vand J Transnat'l L 29, 75.

Byassee, William S., "Jurisdiction of Cyberspace: Applying Real World Precedent to the Virtual Community," 1995 30 Wake Forrest L Rev, 197.

Byrne, N. J. and Greaves, Rosa, "The Brussels Convention on Jurisdiction and Judgments – 1," 1981 NLJ 395.

Calkoen, Willem J. L., "Chairman's Page," 1997 IBL 2.

Calkoen, Willem J. L., "Harmonisation of Laws and the Internet," 1998 IBL 146.

Calleja, Rico and Patel, Ajay, "E-commerce, jurisdiction and dispute resolution in Europe – an update," 2000 2 EBL 5, 2.

Cameron, Christopher D., and Johnson, Kevin R., "Death of a Salesman? Forum Shopping and Outcome Determination Under International Shoe," 1995 UC Davis LR 28, 769.

Carl, Beverly May, "The Common Market Judgments Convention – Its Threat and Challenge to Americans," 1974 8 Int'l Lawyer 446.

Carter, P. B., "Decisions of the British Courts During 1982 – Private International Law," 1982 BYBIL 295.

Carter, P. B., "Rejection of Foreign Law: Some Private International Law Inhibitions," 1985 BYBIL 111.

Carter, P. B., "Decisions of the British Courts During 1985-6 – Private International Law," 1986 BYBIL 429.

Carter, P. B., "Decisions of the British Courts During 1988 – Private International Law," 1988 BYBIL 342.

Carter, P. B., "Transnational Recognition and Enforcement of Foreign Public Laws," 1989 48 CJQ 417.

Carter, P. B., "Decisions of the British Courts During 1990 – Private International Law," 1990 BYBIL 395.

Carter, P. B., "The Role of Public Policy in English Private International Law," (1993) 42 ICLQ 1.

Carter, P. B., "Decisions of the British Courts During 1993 – Private International Law," 1993 BYBIL 464.

Casad, Robert C., "Issue Preclusion and Foreign County Judgments: Whose Law?" 1984 70 Iowa LR 53.

Catchpole, James, "The Regulation of Electronic Commerce: A Comparative Analysis of the Issues Surrounding the principles of Establishment," 2001 9 Int J Law and Info Tech 1,1.

Chance, Clifford, "Unfair Terms in Consumer Contracts Case Oceano Grupo Editorial SA v Quintero and Others C-240/98 TO 244/98, 27 June 2000," 2000 11 Practice Law for Companies 56.

Chalton, Simon, "Internet and electronic trading," 1998 IBL 150.

Cheatham, Elliot E., "American Theories of Conflict of Laws: Their Role and Utility," (1945) 58 Harv LR 361.

Chéruy, Christian, "Tax Aspects of Electronic Commerce Transactions," 1999 IBL 257.

Chilton, Fred and Cant, Simon, "Privacy and the Internet," 1996 IBL 168.

Chilton, Fred and Moloney, Emma, "Of the Internet," 1996 IBL 172. CHECK

Chissick, Michael and Veysey, Guy, "The Perils of On-line Contracting," [2000] CTLR 121.

Church, David, Pullen, Mike, and Winn, Jane K., "Recent Developments Regarding US and EU Regulation of Electronic Commerce," 1999 33 Int'l L 347.

Clark, David S., "Nothing New in 2000? Comparative Law in 1900 and Today," 2001 75 Tulane LR 4, 871.

Clarke-Shister, Cait, Book Review of Lowenfeld, Andreas F., *International Litigation and the Quest for Reasonableness: Essays in Private International Law*, (1997) 8 EJIL 684.

Clift, Jenny, "Electronic Commerce: the UNCITRAL Model Law and Electronic Equivalents to Traditional Bills of Lading," 1999 IBL 311.

Cohn, E. J., "The Enforcement of Foreign Judgments against Partnerships (based on *Blohn v Desser*), (1962) 11 ICLQ 583.

Cohen, Michael Marks, "Foreign Currency Judgments – A Coda," 1996 LMCLQ 323.

Cohen, Shlomo, "Jurisdiction Over Cross Border Internet Infringement," [1998] 20 EIPR 294.

Collier, J. G., "Foreign Judgments – Enforcement at Common Law – Submission to Foreign Court in the Absence of Pleading to the Merits," (1975) 34 CLJ 219.

Collins, Hugh, "European Private Law and the Cultural Identity of States," 1995 3 ERPL 353.

Collins, Lawrence, "Contractual Obligations – The EEC Preliminary Draft Convention on Private International Law," (1976) 25 ICLQ 35.

Collins, Lawrence, "Harris v Taylor Revived," (1976) 92 LQR 268.

Collins, Lawrence, "Forum Non Conveniens and the Brussels Convention," 1990 106 LQR 535.

Collins, Lawrence, "Temporary Presence, Exorbitant Jurisdiction and the US Supreme Court," 1991 107 LQR 10.

Collins, Lawrence and Davenport, Brian, "Forum Conveniens within the United Kingdom," 1994 110 LQR 325.

Collins, Lawrence, "Foreign Relations and Conflict of Laws," (1995-6) 6 KCLJ 20.

Collins, Lawrence, "The Brussels Convention Within the United Kingdom," 1995 111 LQR 541.

Collins, Lawrence, "The Siskina Again: An Opportunity Missed," 1996 112 LQR 8.

Conwell, Donovan Jr., "Recent Developments in Internet Litigation," 2001 673 PLI/Pat 11.

Corporate Intelligence on Retailing, " "Cyberlogues" – The Next Generation of Mail Order?" UK Retailing Report No 85 November 1997.

Corporate Intelligence on Retailing, "Electronic Shopping: Set to Transform Retailing?" Consumer Goods UK No 487 September 1998.

Cox, Stanley E., "Why Properly Construed Due Process Limits on Personal Jurisdiction Must Always Trump Contrary Treaty Provisions," 1998 61 Alb L Rev 4, 1177.

Crawford, Elizabeth, Book review of Aird, R. E. and Jameson, N. St.C, *The Scots Dimension to Cross Border Litigation*, (1997) 16 CJQ 268.

Crépeau, Par Paul-A., "Reflexions Sur La Codification Du Droit Prive," 2000 38 Osgoode Hall Law Journal No2 267.

Cross, Eugene Daniel, "Pre-Emption of Member State Law in the European Economic Community: A Framework for Analysis," (1992) 29 CMLR 447.

Curran III, William A., "Personal Jurisdiction – New Jersey Supraconstitution – Defamatory Comments Poster By Defendants in Online Chatroom Regarding Related Suit Filed By Plaintiff in New Jersey Creates Sufficient Minimum Contacts With State to Assert Personal Jurisdiction Over Defendants. *Blakey v Continental Airlines Inc.*, 164 NJ 38 (2000)," 2000 11 Seton Hall Const LJ 93.

R. M. B. D., "United Kingdom Electronic Commerce Code of Practice," [2000] CTLR N-34.

Dagoglou, P. D., "The English Judges and European Community Law," (1978) 37 CLJ 76.

Dashwood, Alan, "External Relations Provisions of the Treaty of Amsterdam," (1998) 35 CMLR 1019.

Davenport, Brian, "Proper Law Not So Proper," 1991 Butterworths Journal of International Banking and Financial Law, April, 157.

Davies, Clive (ed), "Editorial," (2000) 5 Communications Law 1.

Davies, Lars, "The Elephant and the Internet," 1996 IBL 151.

Davies, Llewelyn, "The Influence of Huber's De Conflictu Legum on English Private International Law," 1937 BYBIL 49.

De Boer, Th M., "The EEC Contracts Convention and the Dutch Courts A Methodological Perspective," 110 Rabels 2, Volume 54, 38FF.

De Boer, Th M., "The Hague Conference and Dutch Choice of Law: Some Criticism and A Suggestion," 1993 NILR 1.

Debussere, Frederic, "International Jurisdiction over E-Consumer Contracts in the European Union: Quid Novi Sub Sole?" 2002 10 IJLIT 344.

De Foestraets, Geoffrey, "E-Commerce: a new European Framework," (2000) IBL 389

Dehousse, Renaud, "Comparing National and EC Law: The Problem of the Level of Analysis," 1994 42 Am J Comp L 761.

Dehousse, Renaud, "European Institutional Architecture After Amsterdam: Parliamentary System or Regulatory Structure?" (1998) 35 CMLR 595.

Den Boer, Monica, "Justice and Home Affairs Cooperation in the Treaty on European Union: More Complexity Despite Communautarization," (1997) MJ 4, 310.

DeSaussure, Hamilton, and Haanappel, P. P. C., "A Unified Multinational Approach to the Application of Tort and Contract Principles to Outer Space," 1978 6 Syracuse J Intl L & Com 1, 12.

De Winter, L. I., "Excessive Jurisdiction in Private International Law," (1968) 17 ICLQ 206.

De Witte, Bruno, "Sovereignty and European Integration: The Weight of Legal Tradition," (1995) 2 MJ 145.

Diephus, J.H., "The Concept of Recognition, a short historical review and a critical analysis of the Main Provisions of the EEC Recognition Convention," 1980 NILR 347.

Dively, Mary Jo Howard, "The New Laws That Will Enable Electronic Contracting: A Survey of the Electronic Contracting Rules in the Uniform Electronic Transactions Act and the Uniform Computer Information Transactions Act," 2000 38 Duq L. Rev 209.

Docherty, Michael and Fletcher, Roland, "Responding to the legal problems of electronic commerce," (2000) 5 Communications Law 2.

Dodge, William S., "Extraterritoriality and Conflict-of-Laws Theory: An Argument for Judicial Unilateralism," 1998 39 Harv Int L J 1, 101.

Doherty, N. E., Ellis-Chadwick, F., and Hart, C. A., "Cyber retailing in the UK: the potential of the Internet as a retail channel," *International Journal of Retail and Distribution Management*, Vol 27 No 1 1999 pp26-36.

Downing, Susannah and Harrington, Justin, "The Postal Rule in Electronic Commerce: A Reconsideration," (2000) 5 Communications Law 43.

Drobnig, Ulrich, *Private Law in the European Union*, Forum Internationale No. 22, Kluwer Law International, The Netherlands, 1996.

Droz, Georges A. L., and Dyer, Adair, "The Hague Conference and the Main Issues of Private International Law for the Eighties," 1981 3 NW J Int'l L & Bus 155.

Dubanevich, Keith S., and Shebiel, Alec J., "Personal Jurisdiction in the Silicon Forest," 2001 62-Dec Or. St. B. Bull 21.

Dupuy, Pierre-Marie, "International Law: Torn between Coexistence, Cooperation and Globalisation. General Conclusions," (1998) 9 EJIL 278.

Durell, Karen Lynne, "Intellectual Property Protection for Computer Software: How Much and What Form is Effective?" 2000 8 Int J L and Info Tech 231.

Dutson, Stuart, "The Conflict of Laws and Statutes: The International Operation of Legislation dealing With Matters of Civil Law in the United Kingdom and Australia," 1997 MLR 668.

Dutson, Stuart, "The Internet, the conflict of Laws, international litigation and intellectual property: the implications of the international scope of the Internet on intellectual property infringements," 1997 JBL 495.

Dutson, Stuart, "International E-Commerce," [2000] CTRLR 76.

Duston, Stuart, "Transnational E-Commerce," 2000 16 CLSR 105.

Editorial, "Europeanisation of Private Law – Part 2," (1998) 35 CMLR 1013.

Editorial, *International Journal of Retail and Distribution Management* Vol 28 No 7 2000 p296.

Editorial, "E-Commerce and the Interactive Consumer," *ADMAP* July/Aug 2000 13.

Editorial Comment, "Unfair Terms and the Role of the Courts," 2000 *Consumer Law Today* Vol. 23,1.

Editorial, "As E-Commerce is Global, it Needs Predictable and Enforceable Solutions: Hague Draft Convention on Jurisdiction and Enforcement," 2002 8(3) *CTLR* 55.

Edwards, Lillian and Huntley, John A. K., "Creating a Civil Jurisdiction Adviser," 1992 1 *Law, Computers and Artificial Intelligence* 5.

Ellis, Edward, "National Treatment Under The Berne Convention and The Doctrine of Forum Non Conveniens," 1995 36 *EDI Law Review* 2, 327.

Emiliou, Nicholas, "Subsidiarity: An Effective Barrier Against 'the Enterprises of Ambition'?" (1992) 17 *EL Rev* 383.

Emiliou, Nicholas, "The Death of Exclusive Competence?" (1996) 21 *EL Rev* 294.

Endeshaw, Assafa, "The Proper Law for Electronic Commerce," (1998) 1 *Information and Communications Technology Law* 5.

Enochong, Nelson, E., "Service of Process in England on Overseas Companies and Article 5(5) of the Brussels Convention," (1999) 48 *ICLQ* 921.

Epps, Brian K., "Maritz, Inc v Cybergold, Inc: The Expansion of Personal Jurisdiction in the Modern Age of Internet Advertising," 1997 32 *Ga L Rev* 237.

Epstein, Judd, "The Use of Comparative Law in Commercial International Arbitration and Commercial Mediation," 2001 75 *Tulane LR* 4, 913.

Etkind, Stephen, "Marketing Funds on the Internet: The Australian Position," 1997 *IBL* 360.

Eurobrief, "Commission tackles delays in obtaining and enforcing," 1997 8 *Eu BLR* 279.

European Union Law Reporter, "Free Movement of judgments to become a reality?" 1997 23 *EU Focus* 2.

Exon, Susan Nauss, "A New Shoe Is Needed To Walk Through Cyberspace Jurisdiction," 2000 11 *Alb LJ Sci & Tech* 1.

Falk, Heiko, Talarzyk, W., Wayne, and Widing III, Robert E., "Retailing and On-Line Consumer Information Services (OLCISS)," *International Journal of Retailing and Distribution Management* Vol 22 No 7 1994 pp18-23.

Fanning, David F., "Quasi in rem on the Cyberseas," 2001 76 *Chi-Kent L Rev* 1887.

Fastiff, Eric B., "The Proposed Hague Convention on the Recognition and Enforcement of Civil and Commercial Judgments: A Solution to the Butch Reynold's Jurisdiction and Enforcement Problem," 1995 28 *Cornell Int LJ* 469.

Fawcett, J. J., "Forum Shopping – Some Questions Answered," 1984 35 *NILR* 141.

Fawcett, J. J., "Methods of Carrying on Business and Article 5(5) of the Brussels Convention," 1984 9 *EU L R* 326.

Fawcett, J. J., "Trial in England or Abroad: The Underlying Policy Considerations," (1989) 9 *OJLS* 205

Fawcett, James, "The Interrelationships of Jurisdiction and Choice of Law in Private International Law," (1991) 44 *Current Legal Problems* 39.

Fawcett, James, "Non-exclusive jurisdiction agreements in private international law," [2001] *LMCLQ* 234.

Fennelly, Nial, "The Area of "Freedom, Security and Justice," and the European Court of Justice – A Personal View," (2000) 49 *ICLQ* 1.

Fentiman, Richard, "Foreign Law in English Courts," (1992) 108 *LQR* 142

Fentiman, Richard, G., "Jurisdiction, Discretion, and the Brussels Convention," 1993 26 *Cornell Int LJ* 59.

Fentiman, Richard, "Judgments, Purposes and The Brussels Convention," (1994) 53 *CLJ* 239.

Fentiman, Richard, "Commercial Expectations and the Rome Convention," [2002] 61(1) *CLJ* 50.

Finocchiaro, Giusella, "European Law and Consumer Protection in the Information Age," 2003 12(2) *Information and Communication Technology Law*, 111.

Fischer, Georges Charles, "Brazil's Telecommunication Law and the Internet," 1996 *IBL* 184.

Fitzmaurice, Kevin M., and Mody, Renu M., "International Shoe Meets the World Wide Web. Whither Personal Jurisdiction in Florida in the Age of the Internet?" 1997 *Fla BJ* 71, 22.

Flaming, Todd, H., "The Rules of Cyberspace: Informal Law in a New Jurisdiction," 1997 85 *Ill BJ* 174.

Fleiner, Thomas, "Comparative Constitutional and Administrative Law," 2001 75 Tulane LR 4, 929.

Flint, David, "Why are We Not Addressing the Challenges of the Third Millennium?" (2000) 21 Bus LR 178.

Ford, Nigel, "The Perfect e-community," "Digital Britain," in Management Today August 2000 p18.

Forde, M., "The "Ordre Public" Exception and Adjudicative Jurisdiction Conventions," (1980) 29 ICLQ 259.

Forner, Joaquim-J., "Special Jurisdiction in Commercial Contracts: From the 1968 Brussels Convention to Brussels-one Regulation," 2002 ICCLR 13(3), 131.

Forsyth, Christopher, "Defamation under the Brussels Convention: A Forum Shopper's Charter?" 1995 CLJ 515.

Forsyth, Christopher, "Brussels Convention Jurisdiction: "In Matters Relating to a Contract" When the Plaintiff Denies the Existence of a Contract," 1996 LMCLQ 329.

Forsyth, Christopher and Moser, Philip, "The Impact of the Applicable Law of Contract on the Law of Jurisdiction under the European Convention," (1996) 45 ICLQ 190.

Froomkin, A. Michael, "The Essential Role of Trusted Third Parties in Electronic Commerce," 1996 75 Oregon LR 1, 49.

Foss, Morten and Bygrave, Lee A., "International Consumer Purchases through the Internet: Jurisdictional Issues pursuant to European Law," 2000 Int J Law & Info Tech Vol 8 No 2, 99.

Fullerton, Maryellen, "Introduction," 1998 XXIV Brook J Int'l L 1, 1.

Furrer, Andreas, "European Law without Peak and Centre? Observations on the Europeanization Process in Private Law Towards a Supranational Multi-level System," in Joerges, Christian and Gerstenberg, Oliver (eds), "Private governance, democratic constitutionalism and supranationalism," Proceedings of the COST A7 Seminar, Florence, 22 to 24 May

Gaja, Giorgio, "How Flexible is Flexibility Under the Amsterdam Treaty?" (1998) 35 CMLR 855.

Gallagher, Steven, "Contracting in Cyberspace – A Minefield for the Unwary," 2000 16 CLSR 101

Gary, Earl and De Silva, Samitha, "An Examination of New Zealand's Year 2000 Information Disclosure Act 1999," [2000] CTLR 16.

Gasparini, Louis, U., "The Internet and Personal Jurisdiction: Traditional Jurisprudence for the Twenty-First Century Under The New York CPLR," 2001 12 Alb L J Sci & Tech 191.

Gautier, Horace and Stormann, Eva, "Lugano Convention on Jurisdiction and on the Enforcement of Judgments," 1991 19 IBL 410.

Gerber, David J., "Globalization and Legal Knowledge: Implications for Comparative Law," 2001 75 Tulane LR 4, 949.

Giardina, Andrea, "The European Court and the Brussels Convention on Jurisdiction and Judgments," (1978) 27 ICLQ 263.

Geist, Michael, "Is There a There? Towards Greater Certainty for Internet Jurisdiction," 2001 16 Berkeley Tech Law Journal 1345.

Gillies, Lorna E., "A Review of the New Jurisdiction Rules for Electronic Consumer Contracts within the European Union," Commentary, 2001 (1) The Journal of Information, Law and Technology (JILT) <http://elj.warwick.ac.uk/jilt/01-1/gillies.html>, 28 February 2001.

Gillies, Lorna E., "How Should Rules Of International Private Law Be Developed To Deal With Contractual Disputes Arising Out Of Electronic Consumer Contracts?" Conference Proceedings of the 8th International Consumer Law Conference: Consumer's Access to Justice, Auckland, New Zealand, April 2001.

Gillies, Lorna E., "Rules of Jurisdiction for Electronic Consumer Contracts – Scottish Perspectives," 2001 2 SLPQ 124.

Gillies, Lorna E., "New European Rules for Electronic Consumer Contracts," 2001 CLSR 17(6) 395.

Gillies, Lorna E., "The Hague Conference's Proposed Judgments Convention: Issues and Implications for Electronic Commerce and Intellectual Property Disputes," 17th BILETA Conference, Amsterdam, April 2002, <http://www.bileta.ac.uk/02papers/gillies.html>.

Gillies, Lorna E., "The Impact of the Hague Conference's Proposed Judgments Convention for Electronic Commerce and Intellectual Property Disputes," 2002 16 3 Int Rev L Comps and Tech 233.

Gillies, Lorna E. "Electronic Contracts and Consumer Welfare: Modernisation of the Rome Convention on Contractual Obligations," ERA Trier Conference "E-commerce: Challenges for Private and Tax Law," London, 13th May, 2004.

Gilpin, Brian S., "Foreword Commercial Transactions on The Global Information Infrastructure," 1996 John Marshall Journal of Computers and Information Law 14, Foreword.

Ginsburg, Ruth B., "Judgments in Search of Full Faith and Credit: The Last-In-Time Rule for Conflicting Judgments," 1968 82 Harv LR 798.

Glatt, Christopher, "Comparative Issues in the Formation of Electronic Contracts," 1996 Int J Law & Info Tech Vol 6 No 1,34

Glen, H. Patrick, "Globalization and Dispute Resolution," (2000) 19 CJQ 136.

Glen, H., Patrick, "Comparative Law and Legal Practice: On Removing the Borders," 2001 75 Tulane LR 4, 977.

Goldie, L. F. E., "The Challenge of Transnational Expectations and the Recognition of Foreign Bankruptcy Decrees – The United States Adjustment," 1987 BYBIL 303.

Goldsmith, Jack, "Unilateral Regulation of the Internet: A Modest Defence," (2000) 11 EJIL 135.

Goldstein, Nicole, "Brussels 1: A Race to the Top," 2001 2 Chi. J. Int'l L. 521.

Goodliffe, Jonathan, "Dispute Resolution Jurisdiction and Judgment: Recent Cases," 1997 Bus LR 16.

Goodliffe, Jonathan, "Dispute Resolution (I) Effect of Continental Type Clauses Declaring the Place of Performance of a Contract (II) Validity under the Brussels and Lugano Conventions of Jurisdiction Clauses Incorporated by Reference," 1997 Bus LR 115.

Goodliffe, Jonathan, "Dispute Resolution Fraud as Defence to Enforcement of Foreign Judgments," 1997 Bus LR 205.

Gordley, James, "Comparative Legal Research: Its Function in the Development of Harmonised Law," (1995) 43 Am J Comp L 555.

Gottwald, Peter, "Jurisdiction based on "business activities" in the Hague Draft Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters" E.J.L.R. 2002, 4(1), 199.

Govindaraj, V. C., "Foreign Arbitral Awards and Foreign Judgments based upon such awards," (1964) 13 ICLQ 1465.

Graupner, Rudolf, "Some Recent Aspects of the Recognition and Enforcement of Foreign Judgments in Western Europe," (1963) 12 ICLQ 367.

Greaves, Rosa, "Locus Standi under Article 173 EEC when Seeking Annulment of a Regulation," (1986) 11 EL Rev 119.

Green, Jason, "Is Zippo's Sliding Scale a Slippery Slope of Uncertainty? A Case For Abolishing Web Site Interactivity As A Conclusive Factor in Assessing Minimum Contacts in Cyberspace," 2001 34 J Marshall L Rev 1051.

Greggio, Federica and Plantania, Andrea, "The Competent Jurisdiction in B2C Contracts," 2000 11 ICCLR 6, 193.

Grossfeld, Bernhard, "Global Accounting: Where Internet Meets Geography," 2000 48 Am J Comp L 261.

Grossman, James H., and Frost, David M., "Foreign Claims Settlement Commission of the United States – A Paradigm for international Claims Resolution," 1993 21 IBL 276.

Groves, Megan E., "Where There's a Will, There's a Way: State Sales and Use Taxation of Electronic Commerce," 1998 74 Indiana LJ 1, 293.

Grupe, Robert, "Riding the New Digital Waves," ADMAP July/Aug 2000 pp25-26.

Grupe, Robert, "Category Focus: Bargains in all Departments," ADMAP July/Aug 2000 pp26-28.

Gulati, Ranjay and Garino, Jason, "Get the Right Mix of Bricks and Clicks," 2000 Harv Bus Rev 107.

Haggart, Gillian, "High-value B2C: jurisdiction issues," 2000 2 EBL 9,6.

Hague Conference on Private International Law, The, "The Hague Conference on Private International Law Draft Convention on the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters," Reprinted in (1968) 16 Am J Comp L 602.

Haines, Avril D., "Why is it so difficult to construct an international legal framework for e-commerce? The draft Hague Convention on Jurisdiction and the Recognition and Enforcement of Foreign Judgments: a case study" E.B.O.R. 2002, 3(1), 157-194.

Harris, Jonathan, "The Brussels Regulation," 2001 7 CJQ 218.

Hartley, Trevor, "Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters First Cases before the European Court," 1977 2 EL Rev 57.

Hartley, Trevor, "Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters Article 5(3): the place of performance of a tort." 1977 2 EL Rev 143.

Hartley, Trevor, "Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters Enforcement Procedure: provision of security," (1986) 11 EL Rev 95.

Hartley, Trevor, "Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters Article 17: jurisdiction agreements," (1986) 11 EL Rev 470.

Hartley, Trevor C., "Comity and the Use of Antisuit Injunctions in International Litigation," (1987) 35 Am J Comp L 487.

Hartley, Trevor, "The Brussels Convention and forum non conveniens," (1992) 17 EL Rev 553.

Hartley, Trevor C., "Unnecessary Europeanisation under the Brussels Jurisdiction and Judgments Convention: the Case of the Dissatisfied Purchaser," 1993 18 EL Rev 506.

Hartley, Trevor, "Brussels Jurisdiction and Judgments Convention: Jurisdiction Agreements and *lis alibi pendens*," (1994) 19 EL Rev 549.

Hartley, Trevor C., "Jurisdiction under Competing Conventions "The Anna H"," 1995 LMCLQ 31.

Hartley, Trevor C., "Pleading and Proof of Foreign Law: The Major European Systems Compared," (1996) 45 ICLQ 271.

Hartley, Trevor C., "The European Court, Judicial Objectivity and the Constitution of The European Union," 1996 112 LQR 95.

Hartley, Trevor C., "Antisuit Injunctions and the Brussels Jurisdiction and Judgments Convention," (2000) 49 ICLQ 166.

Harvard Law Review Note, "Article 7(1) of the European Contracts Convention: Codifying The Practice of Applying Foreign Mandatory Rules," 2001 114 Harv L Rev 2462.

Hay, Peter, "The Common Market Preliminary Draft Convention on the Recognition and Enforcement of Judgments – Some Considerations of Policy and Interpretation," (1968) 16 Am J Comp L 149.

Henderson, Gordon F., "Foreign Court and the National Interest, The Effect of Foreign Judgments on Activities in Canada," 1975 3 IBL 133.

Henek, Carly, "Exercises of Personal Jurisdiction Based on Internet Websites," 2000 15 St John's J Legal Comment 139.

Herrington, Tim, "Marketing Funds on the Internet," 1997 IBL 340.

Herrington, Tim, "Marketing Funds on the Internet: The Position in Europe," 1997 IBL 343.

Herzog, Peter E., "Brussels and Lugano, Should You Race to the Courthouse or Race for a Judgment?" (1995) 43 Am J Comp L 379.

Herzog, Peter E., "The "Conflict of Laws Revolution" in New York – And Where Did It Leave US," 2000 50 Syracuse L Rev 1279.

Hewitt, Patricia, "Putting the e in Westminster," "Digital Britain," in Management Today, August 2000, p8.

Hickson, Nigel and Taylor, Pamela, "The Brussels Regulation...Bad for business," 2000 E-commerce law and policy Vo 2 Part 12, 10.

Hill, Jonathan, "Jurisdiction in Matters Relating to a Contract under the Brussels Convention," (1995) 43 ICLQ 591.

Hiller, Lesli P., "The "Most Significant Relationship" Test of the Second Restatement of Conflicts and Its Effects Outside The United States in the Area of Torts," 1999 12 NY Int'l L Rev 55.

Hines, Stephanie K., "An Analysis of UEJF et Licra v Yahoo!" 2001 5 J Small & Emerging Bus L 445.

Ho, H. L., "Policies Underlying the Enforcement of Foreign Commercial Judgments," (1997) 46 ICLQ 443.

Hoeren, Thomas, "Electronic Data Interchange: the perspectives of private international law and data protection," 1992 1 Law, Computers and Artificial Intelligence 327.

Holman, Fenwick and Willan, "Choice of Law in Contracts," 1991 5 Corp Brief 6, 162.

Horn, Anita, "Internet Transaction Taxes: The Need for Jurisdictional Integration," 2001 9 CommLaw Conspectus 29.

Hörnle, Julia, "The European Union Takes Initiative in the Field of E-Commerce," Commentary 2000 (3) The Journal of Information, Law and Technology (JILT), <http://elj.warwick.ac.uk/jilt/00-3/hornle.html>.

Hudleston, Sarah, "Preserving Free Speech in a Global Courtroom: The Proposed Hague Convention and the First Amendment," 2001 10 Minn. J. Global Trade 403.

Hunnings, Neville March, "Private International Law and the EEC," 1977 JBL 93.

Hunnings, Neville March, "Agency and Jurisdiction in the EEC Conflict of Laws," 1982 JBL 244.

Hunnings, Neville March, "Default Judgments in the EEC," 1985 JBL 303.

Hunnings, Neville March "Long Distance Litigation," 2000 Vol 1 Perspectives on European Business Law. Part 6, 16.

Hunter, Robert, "Reinsurance Litigation and the Civil Jurisdiction and Judgments Act 1982," 1987 JBL 344.

In Brief, "Draft Electronic Bill Released (Australia)," 1999 IBL 279.

Infobank, "Consumer Protection Guidelines for On-line Shoppers," (2000) 21 Bus LR 23.

Infobank, "Consultations on New Powers to Protect Consumers," (2000) 21 Bus LR 106.

In Focus, "Defining E-Commerce," 2000 I-Ways, First Quarter, 32.

Inglis, B. D., "The Judicial Process in the Conflict of Laws," 1958 74 LQR 493

Irving, John, "Survival in the IT Age: Are You Ready for the 21st Century?" (2000) 45 JLSS 18.

Israël, Jona, "Conflicts of Law and the EC after Amsterdam A Change for the Worse?" (2000) 7 MJ 81.

Jacqué, Jean Paul and Weiler, Joseph, H. H., "On the Road to European Union – A New Judicial Architecture: An Agenda for the Intergovernmental Conference," (1990) 27 CMLR 185.

Jaffrey, A. E., "The Foundations of Rules for the Choice of Law," (1982) 2 OJLS 368.

Jaffrey, Anthony J. E., "The English Proper Law Doctrine and the EEC Convention," (1984) 33 ICLQ 531.

Jamieson, David, "How the Internet Affects Car Selling and Distribution," ADMAP July/Aug 2000 pp42-44.

Janssens, Thomas, "The Shearson judgment of the European Court of Justice: Problems raised by the "Europeanisation" and "Communitisation" of the Term "Consumer" in the Brussels Jurisdiction and Judgments Convention," 1995 4 ERPL 605.

Jerrard, Don and Small, Harry, "EU Developments in IP, IT and Telecommunications Law," 2000 16 CLSR 125.

Joerges, Christian, "The Impact of European Integration on Private Law: Reductionist Perceptions, True Conflicts and a New Constitutional Perspective," 1997 3 ELJ 378.

Joerges, Christian, "European Challenges to private law: on false dichotomies, true conflicts and the need for a constitutional perspective," 1998 18 LS 146.

Johnson, Craig A., "Liikanen Lays Out Strategy for E-Commerce in Europe," 2000 I-Ways, First Quarter, 29.

Johnson, Howard, Book Review of Singleton, Susan assisted by Halberstom, Simon, *Business, the Internet and the Law*, (2000) 5 Communications Law 36.

Jones, Ken and Biasiotto, Marco, "Internet Retailing: Current hype or future reality?" International Review of Retail, Distribution and Consumer Research 9: 1 Jan 1999 pp69.

Jones, Peter, "EDI and the Internet: A New Initiative," 1996 37 EDI Law Review 3, 161.

Josephs, Hilary K., "Book Review on Conflict of Laws: American, Comparative, International: Cases and Materials," 2000 60 La L Rev 1123.

Journal of the Law Society of Scotland, The, "Coherent Legal Framework for e-commerce put forward," (1999) 44 JLSS 37.

Journal of the Law Society of Scotland, The, "Consumer Rights enhanced by amendments to draft distance selling directive," (1999) 44 JLSS 37.

Journal of the Law Society of Scotland, The, "Commission proposes better Internet governance," (2000) 45 JLSS 37.

Journal of the Law Society of Scotland, The, "European Parliament approves e-commerce directive," (2000) 45 JLSS 37.

Journal of the Law Society of Scotland, The, "It's round "2" for European Parliament Discussions on Brussels 1," (2000) 45 JLSS 37.

Juenger, Friedrich, "Judicial Jurisdiction in the United States and in the European Communities: A Comparison," (1984) 82 Mich LR 1195.

Juenger, Friedrich, K., "A Shoe Unfit for Globetrotting," 1995 25 UC Davis LR 1027.

Juenger, Friedrich, K., "Correspondence to Harry C. Sigman," "Appendix of Symposium: Conflict of Laws in the Global Village: International Conflict Issues for the General Course in Conflict of Laws," 1995 28 Vand J Transnat'l L 3, 445.

Juenger, Friedrich, K., "Some Comments on European Procedural Harmonisation," (1997) 45 Am J Comp L 931.

Juenger, F. K., "The ILA principles on Provisional and Protective Measures," (1997) 45 Am J Comp L 941.

Juenger, Friedrich K., "A Hague Judgments Convention?" 1998 XXIV Brook J Int'l L 1, 111.

- Jung, Hans, "The Brussels and Lugano Conventions: The European Court's Jurisdiction; its Procedures and Methods," (1992) 11 CJK 38.
- Junor, Gordon, "Jurisdiction in Consumer Contracts," 1997 Civ PB 5.
- Kalow, Gwenn M., "From the Internet to Court: Exercising Jurisdiction Over World Wide Web Communications," 1997 65 Fordham L.Rev. 2241.
- Kaplan, Steven and Sawhney, Mohanbir, "E-Hubs: The New B2B Marketplaces," 2000 Harv Bus Rev 97.
- Kariyawasam, Rohan, "Cross Border Interconnection and Jurisdiction," [2000] CTRLR 218.
- Katsh, Ethan, "Conference Report: A Review of the 'New Jurisdiction for Cyberspace' Electronic Commerce," 1994 3 Law Technology Journal 47.
- Katz, Laurence, "Recognition and Enforcement of South Africa Money Judgments," 1995 23 IBL 402.
- Kaye, Dr. Peter, "Transitional Scope of the Jurisdiction and Judgments Convention," (1988) 7 CJK 53.
- Kaye, Peter, "The Contracts (Applicable Law) Act 1990, Part I," 1991 3 Law for Bus 5, 194.
- Kaye, Peter, "The Contracts (Applicable Law) Act 1990, Part II," 1991 3 Law for Bus 6, 194.
- Kaye, Peter, "The EEC Judgments Convention and the Outer World: Goodbye to Forum Non Conveniens?" 1992 JBL 47.
- Kaye, Peter, "The Date upon which an English Court Becomes "Seised" of Proceedings under the Brussels Convention: Issue of Service of Process?" 1995 JBL 217.
- Kaye, Richard E., "Internet Web Site Activities of Nonresident Person or Corporation As Conferring Personal Jurisdiction Under Long Arm Statutes and Due Process Clause," 51 A.L.R 5th 41 (2000).
- Kearney, Richard D., "Developments in Private International Law," (1987) 81 AJIL 724.
- Kennett, Wendy A., "Reviewing Service: Double Check or Double Fault?" (1992) 11 CJK 115
- Kennett, Wendy. "Harmonization and the judgments convention: Historical influences," 1993 ERPL 83.

Kennett, Wendy, "Forum Non Conveniens in Europe," (1995) 54 Cambridge LJ 552.

Kennett, W., "Place of Performance and Predictability," 1995 15 YEL 193.

Kennett, Wendy, "Service of Documents in Europe," 1998 CQJ 284.

Kennett, Wendy, (ed), "Current Developments: Private International Law," (1999) 48 ICLQ 465.

Kennett, Wendy, (ed), "Current Developments: Private International Law," (1999) 48 ICLQ 966.

Kennett, Wendy, (ed), "Current Developments: Private International Law The Brussels 1 Regulation," (2000) 50 ICLQ 725.

Kennett, Wendy, (ed), "Current Developments: Private International Law The Brussels 1 Regulation," (2001) 51 ICLQ 187.

Kerameus, Konstantinos, D., "Procedural Harmonisation in Europe," (1995) 43 Am J Comp L 401.

Kerameus, K., D., "Comparative Law and Comparative Lawyers: Opening Remarks," 2001 75 Tulane LR 4, 865.

Kern, Lisa C., and Wendlandt, Dalia Argaez, "Surveying Law and Borders," in "Introduction," 1996 28 Stanford LR.

Kerr, Michael, "Modern Trends in Commercial Law and Practice," 1978 4 MLR 1.

Khan, Rafi Azim-, "E-commerce – On-line Contracting Revisited – Part One," 1999 19 Corp C 64.

Kimball, John D., and Harter, Simon, "Choice of Law issues in contract for the international sale of goods: getting what you bargained for in the courts of the United States," 1997 1 Int TLQ 28.

Kindell, Christopher M., "When Digital Contacts Equal Minimum Contacts: How Fourth Circuit Courts Should Assess Personal Jurisdiction in Trademark Disputes Over Internet Domain Names," 2000 78 NC L Rev 2105.

King, Graeme, "E-Commerce disputes," (2000) 5 Communications Law, 14.

Kirby, Ian and Nazerali, Julie, "Trouble with Brussels Convention," 1998 Bus LR 15.

Kleve, P., De Mulder, R. V., and Van Der Wees, J. G. L., "Re-engineering Dispute Resolution in an EDI-environment," 1995 4 Law, Computers and Artificial Intelligence 25.

Knight, Peter, "The Electronic Transactions Bill 1999," [2000] CTLR 105.

Knöfel, Suzanne, "EC Legislation on Conflicts of Laws: Interactions and Incompatibilities between Conflicts Rules," (1998) 47 ICLQ 439.

Knöfel, Suzanne, "Mandatory Rules and Choice of Law: A Comparative Approach to Article 7(2) of the Rome Convention," 1999 JBL 239.

Koh, Pearlie, M. C., "Foreign Judgments in ASEAN – A Proposal," (1996) 45 ICLQ 844.

Kohl, Uta, "Eggs, Jurisdiction and the Internet," 2002 51 ICLQ 555.

Kohl, Uta "The rule of law, jurisdiction and the Internet," I.J.L & I.T. 2004, 12(3), 365.

Kohler, Christian, "The Case Law of the European Court on the Judgments Convention – Part I," (1982) 7 EL Rev 3.

Kohler, Christian, "The Case Law of the European Court on the Judgments Convention – Part II," (1982) 7 EL Rev 103.

Kohler, Christian, "Practical Experience of the Brussels Jurisdiction and Judgments Convention in the Six Original Contracting States," (1985) 34 ICLQ 563.

Kortenberg, Helmut, "Closer Cooperation in the Treaty of Amsterdam," (1998) 35 CMLR 833.

Kotuby, Jr., Charles T., "External Competence of the European Community in the Hague Conference on Private International Law : Community Harmonization and Worldwide Unification," 2001 NILR 1.

Kovar, Jeffrey D., "Commentary: Perspectives on the Hague Draft Convention," International Intellectual Property Law and Policy, Volume 6, Chapter 29 -1.

Kramer, Larry, "Correspondence to Harry C. Sigman," "Appendix to Symposium: Conflict of Laws in the Global Village: International Conflict Issues for the General Course in Conflict of Laws," 1995 28 Vand J Transnat'l L 3, 445.

Kuhn, Arthur, K., "The Council of Europe and the Hague Conference on Private International Law," (1952) 46 AJIL 515.

Kuner, Christopher, "Legal Aspects of Encryption in the Internet," 1996 IBL 186.

Kur, Annette, "International Hague Convention on Jurisdiction and Foreign Judgments: A Way Forward For IP," 2002 24(4) EIPR 175.

Kye, Cecelia, "EU E-Commerce Policy Development," (2001) 17 CLSR 25.

- Ladbury, R. A., and Paterson, I. M., "Influence of Continental European Law on Australian Commercial Law," 1997 IBL 21.
- Lamm, Caroly, B., "Assertion of Jurisdiction Over Non-US Defendants," 2000 624 PLI/Lit 57.
- Lando, Ole, "Lex Fori in Foro Proprio," (1995) 2 MJ 359.
- Lando, Ole, "Some Issues Relating to the Law Applicable to Contractual Obligations," 1996-97, King's College Law Journal 55.
- Lando, Ole, "Guest Editorial: European Contract Law After The Year 2000," (1998) 35 CMLR 821.
- Lando, Ole, "Comparative Law and Lawmaking," 2001 75 Tulane LR 4, 1015.
- Lane, Suriyakamuri, "Free Movement of Judgments within the EEC," (1986) 35 ICLQ 629.
- Langrish, Sally, "The Treaty of Amsterdam, Selected Highlights," 1998 23 EL Rev 3.
- Lasok, Dominik, and Stone, Peter Alan, *Conflict of Laws in the European Community*, Professional Books, Abingdon, 1987.
- Law Society of Scotland, The, "Cross-Border Enforcement of Decrees," Law Society Hall, Edinburgh, 1991.
- Law Society of Scotland, The, "Electronic Commerce The Proposed Brussels Regulation," (2000) 45 JLSS 36.
- Layton, Alexander, "The Interpretation of the Brussels Convention by the European Court and English Courts," (1992) 11 CJQ 28.
- Legoburu, Bruce, "Doing Business Between the EU and New Zealand: What Do You Have To Do To Protect Personal Information These Days?" [2000] CTLR 94.
- Le-Goueff, Stephen, "The Draft Luxembourg E-Commerce Law," [2000] CTLR 7.
- Lehmann, Prof Dr jur M., "Electronic Commerce and Consumer Protection in Europe." 2000 Vol 17 Comp High Tech Law Journal 101.
- Lennard, Michael, "Weaving Nets to Catch the Wind. Extraterritorial and Supranational Business Regulation in International Law," Attorney General's Department, http://law.gov.au/aghome/legalpol/oil/ITLC_97/Lennard.html.
- Lerner, Rene Lettow, "International Pressure to Harmonize: The US Civil Justice System in An Era of Global Trade," 2001 B.Y.U.L Rev 229.
- Lessig, Lawrence, "The Zones of Cyberspace," 1996 28 Stanford LR 1403.

Lewicki, Lora J., "Internet Jurisdiction and Minimum Contacts," 2000 76 N.D.L.Rev 911.

Lindblom, Per Henrik and Watson, Garry D., "Complex Litigation – A Comparative Perspective," (1993) 12 CJQ 33

Lindsey, Michael K., "Electronic Sale and Distribution of Goods: Competitive Aspects," 1999 IBL 253.

Lipstein, K., "One Hundred Years of Hague Conferences on Private International Law," (1993) 42 ICLQ 553.

Liverani, Mary Rose, "Reciprocal Recognition of Judgments Essential to Speed up International Litigation," (1996) 34 (6) LSJ 53.

Lloyd, Kate, "Competing Foreign Judgments," (1994) 144 NLJ 1241.

Lloyd, Kate, "Developments in European Jurisdiction – Part One," (1994) 144 NLJ 1482.

Lloyd, Kate, "Developments in European Jurisdiction – Part Two," (1994) 144 NLJ 1556.

Lockerby, Michael J., "Non-Contractual Legal Problems," 1999 IBL 244.

Lothian, Andrew, "E-commerce : debugging legacy legislation," (1999) 44 JLSS 26.

Lorenzen, Ernest G., "The Enforcement of American Judgments Abroad," (1919) 29 Yale LJ 268.

Lowe, A. V., "Blocking Extraterritorial Jurisdiction: The British Protection of Trading Interests Act, 1980," (1981) 75 AJIL 257.

Lowenfeld, Andreas F., "Sovereignty, Jurisdiction, and Reasonableness: A Reply to A. V. Lowe," (1981) 75 AJIL 629.

Lowenfeld, Andreas F., "Thoughts About a Multinational Judgments Convention: A Reaction to the Von Mehren Report," (1994) 57 L and Contemp Probs 289.

Lowenfeld, Andreas F., "Professor Lowenfeld Responds," "Symposium: Conflict of Laws in the Global Village: International Conflict Issues for the General Course in Conflict of Laws," 1995 28 Vand J Transnat'l L 3, 407.

Lowenfeld, Andreas F., "Forum Shopping, Antisuit Injunctions, Negative Declarations, and Related Tools of International Litigation," 1997 41 AJIL 314.

Lowenfeld, Andreas F., "Forum Non Conveniens and Antisuit Injunctions: An Update," 1998 92 AJIL 41.

- Lussier, Louise, "A Canadian Perspective," 1998 XXIV Brook J Int'l L 1. 31.
- Lyn, Kevin R., "Personal Jurisdiction and the Internet: Is A Home Page Enough to Satisfy Minimum Contacts?" 2000 22 Campbell L Rev 341.
- Macklin, Colin, "Retailing on the Net," International Journal of Retail and Distribution Management, Vol 25 No 4 1997 pp163-164.
- Maher, G., "Implementation of Hague Conventions in Domestic Law: The United Kingdom Approach," 1995 CJK 21.
- Maher, G., "Foreign Currency Judgments: The Scottish Experience," (1995) 44 ICLQ 72.
- Maier, Harold G., "International Issues in Common Law Choice of Law: American Conflicts Teaching Exits the Middle Ages," "Symposium: Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflict of Laws," 1995 28 Van J Transnat'l L 3, 361.
- Maier, Harold G., "A Hague Conference Judgments Convention and United States Courts: A Problem and a Possibility," 1998 61 Alb L Rev 4, 1207.
- Mancini, G. Federico and Keeling, David T., "Democracy and the European Court of Justice," (1994) 57 MLR 175
- Mann, F. A., "Any civil or commercial matter," 1986 102 LQR 505.
- Mann, F.A., "The Proper Law of the Contract – An Obituary," 1991 107 LQR 353.
- Marino, Donatella and Fontana, David, "European Parliament and Council Draft Directive on Electronic Commerce," [2000] CTLR 45.
- Martyr, Clive, "The European Commission's Public Hearing on E-Commerce," 1999/2000 World Internet Law Report Vol 1 Pt 4, 29.
- Mathers, Ian, "The UK / US Civil Judgments Convention – I," 1977 217 NLJ 777.
Mathers, Ian, "The UK / US Civil Judgments Convention – II," 1977 217 NLJ 819.
- Mayer, Franz C., "Europe and the Internet: The Old World and the New Medium," (2000) 11 EJIL 149.
- Meeson, Nigel, "The Proposed Revision of the Brussels Convention," 2001 1 Shipping and Trade Law 4.
- Mendes, Errol P., "The Troublesome Workings of the Judgments Convention of the European Economic Community," 1980 13 Vand J Transnat'l L 75.

Mennie, Alistair, "Civil Jurisdiction and Consumer Contracts," 1987 SLT (News) 181.

Mennie, Alistair, "The Brussels Convention and the Scottish Courts' Discretion to Decline Jurisdiction," 1989 JR 150.

Meyer-Hauser, "Challenges of the Internet for Agency, Distribution and Franchising Agreements," 1999 IBL 243.

Miko, Karin and Reber, Aaron J., "Internet Jurisdictional Issues: Fundamental Fairness in a Virtual World," 1997 Creighton L Rev 30, 1169.

Millard, Christopher and Carolina, Robert, "Commercial Transactions on the Global Information Infrastructure: A European Perspective," 1996 John Marshall Journal of Computers and Information Law 14, 269.

Miller, C. J. Harvey, Brian, W., and Parry, Deborah L., *Consumer and Trading Law, Text Cases and Materials*, Oxford University Press, Oxford, 1998.

Miller, Sophie, "OFTEL Defends Its Long-Term Strategy," 2000 16 CLSR 129.

Miller, Wm. Galbraith, "The Recognition of Foreign Laws in the case of Contracts," 1891 13 JR 31.

Minor, Jacqueline, "The Lugano Convention: Some Problems of Interpretation," (1990) 27 CMLR 507.

Mitrani, Ahi, "Regulating E-commerce, E-contracts and the controversy of Multiple Jurisdiction," [2001] 7 Int TLR 2, 50.

Mody, Sanjay S., "National Cyberspace Regulation: Unbundling the Concept of Jurisdiction," 2001 37 STJIL 365.

Moerel, Lokke, "The Country-Of-Origin Principle in the E-Commerce Directive: The Expected "One Stop Shop"?" [2001] 7 CTLR 184.

Moloney, Gerard, and Robinson, Nicholas, K., "The Brussels Convention on Jurisdiction and the Enforcement of Judgments, A Joint Conference with the Irish Centre for European Law and the Union des Avocats Européens," September 1999.
Molyneux, Candido Garcia, "The Trade Barriers Regulation: The European Union as a Player in the Globalisation Game," 1999 5 EU LJ 375.

Monar, Jörg, "Justice and Home Affairs in the Treaty of Amsterdam: Reform at the Price of Fragmentation," (1998) 23 EL Rev 320.

Morganosky, Michelle A., "Retailing and the Internet: a perspective on the top 100 retailers," *International Journal of Retail and Distribution Management*, Vol 25 No 11 1997 pp372-377.

Morrison, Sheriff N.M.P., Q.C, "New Civil Jurisdiction and Enforcement Rules," 2002 43 Civ P.B 2.

Morse, C. G. J., "The EEC Convention on the Law Applicable to Contractual Obligations," (1982) 2 YEL 107

Morse, C. G. J., "Consumer Contracts, Employment Contracts and The Rome Convention," 1992 41 ICLQ 1.

Morse, C. G. J., "International Shoe v Brussels and Lugano: Principles and Pitfalls in the Law of Personal Jurisdiction," 1995 28 UC Davis LR 999.

Motion, Paul, "The "E-Commerce Directive" What Does it Mean?" (2000) 45 JLSS 26.

Motion, Paul, "E-Consumers bite back," (2000) 45 JLSS 39.

Motion, Paul, "It's Litigation Jim but Not as We Know It," (2000) 45 JLSS 40.

Motion, Paul R., "The Brussels Regulation and E-Commerce – A Premature Solution to a Fictional problem," 2001 7(8) CTLR 209.

Murphy, Sean, "Negotiation of Convention on Jurisdiction and Enforcement of Judgments," 2001 95 Am J., Int'l L. 418.

Murray, Andrew and Scott, Colin, "Controlling the New Media: Hybrid Responses to New Forms of Power," 2002 65 MLR 491.

Murray, Andrew D., Vick, Douglas W., and Wortley, Scott, "Regulating E-commerce: Formal Transactions in the Digital Age," 1999 International Review of Law, Computers and Technology Vol 13 No 2 127.

Myhrman, Bo, "Where to sue and how to Enforce Judgments under the Lugano Convention and Brussels / San Sebastian Conventions," 1993 21 IBL 396.

Mackenzie, Robin, " 'WWW': World Wide Web or Wild Wild West? Fixing the Fenceposts on the Final Frontier: domain names, intellectual property paradigms and current disputes over governance of the Internet," (1998) 7 Information and Communications Technology Law 103.

MacQueen, Hector L., and Azim-Khan, Rafi, "The Argos free TV debacle: two legal opinions," 1999 1 Electronic Business Law 9, 9.

McCarthy, Karen D., "Personal Jurisdiction and The Internet: The Continuing Utility of the Current Jurisdictional Tests," 2000 19 Temp Envtl L & Tech J 119.

McClellan, J. D., "Jurisdiction and Judicial Discretion," (1969) 18 ICLQ 931.

McClellan, A., "Jurisdiction and The Recognition and Enforcement of Judgments in Civil and Commercial Matters in the European Communities A Resume of recent developments," (1979) 16 CMLR 268.

McClellan, A., and Kremlis, G., "The Convention of September 27, 1968 on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters Survey of the case – law of the Court of Justice of the European Communities and of the national courts," (1983) 2 CMLR 529.

McClellan, Anthony, "Choice of Jurisdiction Clauses under the EEC judgments Convention," 1984 JBL 445.

McGrath, Paul A., "Kleinwort Benson v. Glasgow City Council: A simple point of jurisdiction," 1999 18 CJK 41.

McGregor, Heather, "Law on a Boundless Frontier: The Internet and International Law," 1999-2000 Kentucky Law Journal Vol 88 No.4, 967.

McKenzie, Diana J. P., "Commerce on the Net: Surfing Through Cyberspace Without Getting Wet," 1996 John Marshall Journal of Computers and Information Law 14, 247.

McLachlan, Campbell, "Splitting The Proper Law in Private International Law," 1990 BYBIL 311.

Nadelmann, Kurt H., "Reprisals Against American Judgments," (1952) 65 Harv LR 1184

Nadelmann, Kurt H., "Recognition of Foreign Money Judgments in France," (1956) 5 Am J Comp L 248.

Nadelmann, Kurt H., "Enforcement of Foreign Judgments in Canada," (1960) 38 Can B Rev 68.

Nadelmann, Kurt H., "Conflicts Drafts Adopted By the 49th Conference of the International Law association, Hamburg, 1960," (1960) 9 Am J Comp L 517.

Nadelmann, Kurt H., "Marginal Remarks on The New Trends in American Conflicts Law," (1963) 28 Law and Contemp Probs 860.

Nadelmann, Kurt H., "Common Market Assimilation of Laws and the Outer World," (1964) 58 Am J Int L 724.

Nadelmann, Kurt H., "French Courts Recognise Foreign Money – Judgments One Down and More to Go," (1964) 13 Am J Comp L 72.

Nadelmann, Kurt H., "The United States Joins the Hague Conference on Private International Law A "History" with Comments," (1965) 30 *Law and Contemp Probs* 291.

Nadelmann, Kurt H., and Von Mehren, Arthur T., "The Extraordinary Session of The Hague Conference on Private International Law," (1966) 60 *Am J Int'l L* 803.

Nadelmann, Kurt H., and Von Mehren, Arthur T., "The Extraordinary Session of the Hague Conference on Private International Law," (1967) 15 *Am J Comp L* 361.

Nadelmann, Kurt H., "The Outer World And The Common Market Experts' Draft of a Convention on Recognition of Judgments," (1968) 5 *CMLR* 409.

Nadelmann, Kurt H., "Uniform Legislation Versus International Conventions Revisited," (1968-69) 16 *Am J Comp L* 28.

Nadelmann, Kurt H., "Recommendation Relating to the Connection Between the Convention on Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters and The Supplementary Protocol," (1968) 16 *Am J Comp L* 602.

Nadelmann, Kurt H., "Mancini's Nationality Rule and Non-Unified Legal Systems Nationality Versus Domicile," (1969) 17 *Am J Comp L* 418.

Nadelmann, Kurt H., "The Common Market Judgments Convention and A Hague Conference Recommendation: What Steps Next?" (1969) 82 *Harv LR* 1282.

Nadelmann, Kurt H., and Von Mehren, Arthur T., "A French Draft of a Law on Private International Law," (1970) 18 *Am J Comp L* 614.

Nadelmann, Kurt H., "Impressionism and Unification of Law: The EEC Draft Convention on the Law Applicable to Contractual and Non-Contractual Obligations," (1976) 24 *Am J Comp L* 1.

Nadelmann, Kurt H., "Clouds Over International Efforts To Unify Rules of Conflict of Laws," 1977 41 *Law and Contemp Probs* 54.

Nazerli, Julie and Cowan, David, "E-Commerce and Cross – Border Shopping – Can the EU Untangle the Web?" (2000) *Bus LR* 117.

Neilkirk, Katherine, "Squeezing Cyberspace Into International Shoe: When Should Courts Exercise Personal Jurisdiction Over Non Commercial Online Speech?" 2000 45 *Vill L. Rev* 353.

Newman, Lawrence W., and Burrows, Michael, "Lessons from English "Mareva" Injunctions," *New York Law Journal*, August 19, 1998.

Niboyet, J. P., "Territoriality and Universal Recognition of Rules of Conflict of Laws," (1952) 65 *Harv LR* 582.

Nicholson, Fiona, Book Review of Klinger, Paul and Burnett, Rachel. *Drafting and Negotiating Computer Contracts*, 1994 2 International Journal of Law and Information Technology 217.

Niemann, Jan-Malte, "Cybercontracts – A Comparative View On The Actual Time of Formation," (2000) 5 Communications Law 48.

Niemann, Jan-Malte, "Webvertisements Covered By Art.5(2) Rome Convention?" 2000 5 Communications Law 99.

Nihoul, Paul, Book Review of Chissick, Michael and Kelman, Alistair, *E-commerce Law and Practice*, 1999 11 Eur Bus LR 128.

Nimmer, Raymond T., "Electronic Contracting: Legal Issues," 1996 John Marshall Journal of Computers and Information Law 14, 211.

Nimmer, Raymond T., "Images and Contract Law – What Law Applies to Transactions in Information," 1991 36 1 Hous L Rev 1.

Noeding, Toralf, Book Review of Dickie, John, "Internet and Electronic Commerce Law in the European Union," (2000) 5 Communications Law 36.

North, P. M., "Insurance and Foreign Judgments," 1978 218 NLJ 315.

North, P. M., "Jurisdiction Clauses in Bills of Lading and the European Judgments Convention," 1995 LMCLQ 177.

North, Peter, "Private International Law: Change or Decay?" (2001) 50 ICLQ 477.

Nussbaum, Arthur, "Jurisdiction and Foreign Judgments," (1941) 41 Colum LR 221.

O'Brien Jr., William E., "The Hague Convention on Jurisdiction and Judgments: The Way Forward," 2003 66 MLR 491.

Oderkerk, Marieke, "The Importance of Context: Selecting Legal Systems in Comparative Research," 2001 NILR 293.

Ojwang, Prof. J B., Book Review of Markensinis, B. S., *Foreign Law and Comparative Methodology: A Subject and a Thesis*, (2000) NILR 91.

O'Leary, Siofra, Book Review of Bieber, Roland and Monar, Joerg (eds). *Justice and Home Affairs in the European Union. The Development of the Third Pillar*. 1998 CMLR 271.

Omar, Paul J., "The Special Status of Consumer and Employment Contracts in the Brussels Convention," 1996 7 Eu LB 90.

Omar, Paul J., "Consumer Litigation : An International Perspective," 1999 10 ICCLR 5.148.

Ong, Colin, "The ASEAN Free Trade Area and the necessity for the creation of a Legal Mechanism for resolving private disputes of an international area," 1998 JBL 213.

Orlowski, Steve, "Issues in E-Commerce – Australia Electronic Authentication – More Than Just Digital Signatures," 2000 16 CLSR 28.

Øren, Joakim S.T., "International Jurisdiction Over Consumer Contracts in e-Europe," 2003 52 ICLQ 665.

Oxley, Martin, "Capturing the Consumer: Ensuring Website Stickiness," ADMAP July/Aug 2000 pp21-24.

Panagopoulos, George, "Jurisdiction in Relation to a Contract Split Between Two States," (2000) LMCLQ 150.

Patel, Ajay, "The Brussels Regulation... Good for business," 2000 E-commerce law and policy Vol 2 Pt 12, 10.

Patel, Ajay and Lindley, Alison, "Resolving online disputes: not worth the bother?" 2000 1 Consumer Policy Review 1, 2.

Paterson, Moira, Book Review of Akindemauo, Olujoke, *Information Technology Law in Australia*, (2000) 5 Communications Law 38.

Paul, Palab, "Marketing on the Internet," Journal of Consumer Marketing Vol 13 No 4 1996 pp27-39.

Pavitt, Davidson, "Retailing and the super high street: the future of the electronic home shopping industry," International Journal of Retail and Distribution Management, Vol 25 No 1 pp38-43.

Pearce, Graham and Platten, Nicholas, "Promoting the Information Society: The EU Directive on Electronic Commerce," 2000 4 ELJ 363.

Peel, Edwin, "Jurisdiction over Non-Existent Contracts," 1996 112 LQR 541.

Peel, Edwin, "Exclusive Jurisdiction agreements: purity and pragmatism in the conflict of laws," 1998 LMCLQ 182.

Peel, Edwin, "The Brussels Convention," 1998 18 YEL 689.

Peers, Steve, "Justice and Home Affairs," (2000) 49 ICLQ 222.

Pernice, Ingolf, "Multilevel Constitutionalism and The Treaty of Amsterdam: European Constitution – Making Revisited?" (1999) 36 CMLR 703.

Peters, Anne and Schwenke, Heiner, "Comparative Law Beyond Post-Modernisms," 2000 49 ICLQ 800.

Peterson, Courtland H., "Res Judicata and Foreign Country Judgments," (1963) 24 Ohio State Law Journal 291.

Pfund, Peter H., "United States Participation in International Unification of Private Law," 1985 19 Int'l L 509.

Pfund, Peter H., "The Project of the Hague Conference on Private International Law to Prepare a Convention in Jurisdiction and the Recognition / Enforcement of Judgments in Civil and Commercial Matters," 1998 XXIV Brook J Int'l L 1, 7.

Piantino, Yves P., "Switzerland's Treatment of US Money Judgments," (1998) 46 Am J Comp L 181.

Pieri, S., "The 1968 Brussels Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters: Four Year's Case Law of the European Court of Justice," (1987) 29 CMLR 537.

Pieri, S., "The 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters: The Evolution of the Case Law of the Court of Justice," (1997) 34 CMLR 867.

Plender, Richard, "The Interpretation of Community Acts by Reference to the Intentions of the Authors," 1982 2 YEL 57

Podgers, James, "Adapting to a New World," 2000 ABA Journal 98.

Poggi, Christopher T., "Electronic Commerce Legislation: An Analysis of European and American Approaches to Contract Formation," 2000 41 Va J Int'l L 224.

Pointon, Caroline-Jane, "The EEC Convention on the Recognition and Enforcement of Civil and Commercial Judgments, and its Implications for English Law," 1975/2 Legal Issues in European Integration 1.

Pollitt David (ed), "The Realities of Web-based electronic commerce," International Journal of Retail and Distribution Management Vol 26 No 3 1998 pp122-123.

Pollit, David (ed), "Trading Electronically," International Journal of Retail and Distribution Management, Vol 26 No 7 1998 pp278-279.

Pollit, David (ed), "France focusses on Internet security," International Journal of Retail and Distribution Management, Vol 27 No 3 1999 pp131-132.

Pollit, David (ed), "The Business Case for Electronic Commerce," International Journal of Retail and Distribution Management, Vol 27 No 11 1999 pp464-465.

Pollit, David (ed), "Shaping the Future of Business," International Journal of Retail and Distribution Management, Vol 27 No 11 1999 pp466-467.

Porter, Michael E., "Strategy and the Internet," 2001 Harvard Business Review 63.

Pontier, Jannet A., "The Justification of Choice of Law: A Liberal-Political Theory as a Critical and Explanatory Model, and the Field of International Consumer Transactions as an Example," 1998 XLV NILR 388.

Potter, Clifford, "Cyber Age and Internet Ethics," 1996 IBL 162.

Potter, Richard, "Resolving Disputes in the Computer / IT Industry: the Courts. ADR or What?" 1993 1 International Journal of Law and Information Technology 107.

Potter, R., Clifford, Bernacchi, Dick and Rowe, Heather, "Introduction," 1996 IBL 150.

Powell, Mark D., and Turner-Kerr, Peter M., "Putting the E in Brussels and Rome." 2000 16 CLSR 23.

Price, Howard, "Buying into e-purchasing," "Digital Britain," in Management Today August 2000 p7.

Probasco, Angela R., "Due Process Analysis in Millenium Enterprises, Inc v Millenium Music, LP," 2000 40 Jurimetrics 457.

Pryles, Michael, "The Basis of Adjudicatory Competence in Private International Law," (1972) 21 ICLQ 61.

Puathasnanon, Sam, "Cyberspace and Personal Jurisdiction: The Problem of Using Internet Contacts to Establish Minimum Contracts," 1998 Loy L A L Rev 31, 691.

Pullen, Michelle, "Contracts (Applicable Law) Act 1990, The Rome Convention," [1990] 9 JIBL N-125.

Puurunen, Tapio, "The Legislative Jurisdiction of States Over Transactions in International Electronic Commerce," 2000 XVIII John Marshall Journal of Computer and Information Law, 688.

Ray, Claudia and Cendali, Dale M., "The Internet and Jurisdiction: The International Experience," 1992 14 Computer Law Bulletin 2, 41.

Rees, Christopher, "Electronic Payment Systems," 1999 IBL 269.

Rees, Christopher W., "it Law on the Cusp of the New Millenium – Some Reflections on Recent Trends and Likely Developments," 2000 16 CLSR 3.

Reich, Norbert, "Germany: Time Sharing Contract Consumer Protection and the Rome Convention," 1997 5 Consumer L J 6, 40.

Reid, Stuart, "Jurisdiction – What is a Consumer Contract?" 2001 40 Civ P.B 7.

Reimann Mathias, "American Private Law and European Legal Unification – Can the United States be a Model?" (1996) 3 MJ 217.

Reimann, Mathias, "A New Restatement – For the International Age," 1998 74 Indiana LJ, 577.

Reimann, Mathias, "Beyond National Systems: A Comparative Law for the International Age," 2001 75 Tulane LR 4, 1103.

Reimann, Mathias, "Parochialism in American Conflicts Law," 2001 49 Am. J. Comp. L. 369.

Reisman, W. M., "The Enforcement of International Judgments," (1969) 63 AJIL 1.

Remien, Oliver, "European Private International Law, The European Community and its Emerging Area of Freedom, Security and Justice," (2001) 38 CMLR 53.

Renton, A. Wood, "Reciprocal Execution of Foreign Judgments," 1934 46 JR 25.

Resnick, Rosalind, "'Cybertort; The New Era," 1994 Nat LJ A1.

Reynolds, Barnabas and Smethurst, James, "Internet Financial Services: Is There A Wholesale Solution to a Retail Problem?" 2000 JIFM (page o/s).

Reynolds, Dr. Jonathan, "Retailing in computer-mediated environments: electronic commerce across Europe," International Journal of Retail and Distribution Management, Vol 25 No 1 1997 pp29-37.

Reynolds, Dr. Jonathan, "Retailing on the Net," International Journal of Retailing and Distribution Management, Vol 25 No 2 1997 ppxi-xii.

Reynolds, Dr. Jonathan, "Internet News," International Journal of Retail and Distribution Management, Vol 25 No 11 1997 pp378-379.

Reynolds, Dr. Jonathan (ed), "Internet News Retailing on the Internet," International Journal of Retail and Distribution Management, Vol 26 No 6 1998 pp172-174.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net," International Journal of Retail and Distribution Management, Vol 26 No 1 1998 pp48-50.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net," International Journal of Retail and Distribution Management, Vol 26 No 6 1998 pp257-258.

Reynolds, Dr. Jonathan (ed), "Consumers Demand New Generation of Retail Services for the Digital Age," International Journal of Retail and Distribution Management, Vol 26 No 6 1998 pp259-266.

Reynolds, Dr. Jonathan (ed), "New Research Predicts Consumer Spending via the Internet will hit \$60 billion by 2005," International Journal of Retail and Distribution Management, Vol 26 No 6 1998 pp259-266.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net," International Journal of Retail and Distribution Management, Vol 27 No 4 1999 pp174-175.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net The fashionable selling of fashion," *International Journal of Retail and Distribution Management*, Vol 27 No 8 1999 pp331-332.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net European Corporate and Consumer attitudes towards e-commerce," *International Journal of Retail and Distribution Management*, Vol 27 No 10 1999 pp440-442.

Reynolds, Dr. Jonathan (ed), "Who will dominate European e-commerce?" *International Journal of Retail and Distribution Management*, Vol 28 No 1 2000 pp9-16.

Reynolds, Dr. Jonathan (ed), "Retailing on the Net Restructuring for eBusiness," *International Journal of Retail and Distribution Management*, Vol 28 No 6 2000 pp292-294.

Reynolds, Dr. Jonathan (ed), "Retailing.com or Retailing.con?" *International Journal of Retail and Distribution Management*, Vol 28 No 7 2000 pp317-323.

Reynolds, William L., "Why Teach International Family Law in Conflicts?" "Symposium: Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflict of Laws," 1995 28 *Vand J Transnat'l L* 3, 411.

Rice, Denis T., "A Cyberspace Odyssey Through US and EU Internet Jurisdiction," *Practising Law Institute, Patents, Trademarks and Literary Property Course Handbook Series, Fifth Annual Internet Law Institute, New York 9-10th July 2001, San Francisco, 23-24 July 2001.*

Rice, Denis T., "Jurisdiction in Cyberspace: Which Law and Forum Apply to Securities Transactions on the Internet?" *University of Pennsylvania Journal of International Economic Law*, Fall 2001, Volume 21, Number 3, 585.

Risse-Kappen, Thomas, "Exploring the Nature of the Beast: International Relations Theory and Comparative Policy Analysis Meet the European Union," 1996 34 *Journal Cm Mk Studies* 51.

Rivera, Henry M., "The Legal and Policy Foundations of a Global E-Commerce System. Remarks at the National Law Center for Inter-American Free Trade Organisation of American States Business Software Alliance," 2000 17 *Ariz J Int'l L & Comp L* 199.

Robertson, David, W., "Forum Non Conveniens in America and England: "A Rather Fantastic Fiction," 1987 103 *LQR* 398.

Rochlin, Richard, "Cyberspace, International Shoe, and the Changing Context for Personal Jurisdiction," 2000 32 *Conn LR* 653.

Rodger, Barry J., "International Private Law: A Review of the Court of Session Decisions in 1998," 1999 4 *SLPQ* 105.

Rodger, Barry J., "The communitarisation of international private law: reform of the Brussels Convention by regulation," 2001 JR 59.

Rodger, Barry J., "The communitarisation of international private law: reform of the Brussels Convention by regulation," 2001 JR 69.

Rogerson, Pippa, "The Rome Convention on Contractual Obligations," 1991 NLJ 359.

Roebuck, Will, "Jurisdiction and E-Commerce," [2002] CTRLR 29.

Rosen, Kenneth T., and Howard, Amanda L., "E-Retail – Gold Rush or Fool's Golds?" California Management Review Vol 42 No 3 Spring 2000 pp72-101.

Rothchild, John, "Making the Market Work: Enhancing Consumer Sovereignty Through The Telemarketing Sales Rule and the Distance Selling Directive," 1998 21 J Consumer Pol'y 279.

Rothchild, John, "Protecting the Digital Consumer: The Limits of Cyberspace Utopianism," 1999 Ind LJ 74, 893.

Rowe, Heather, "Doing Business on the Internet," 1998 IBL 83.

Rowe, Heather, "Electronic Commerce and Consumers," 1998 IBL 165.

Rowe, Heather, "OECD Consumer Protection Guidelines for Electronic Commerce," 2000 16 CLSR 144.

Rowland, Diane, and Macdonald, Elizabeth, Information Technology Law, Cavendish Publishing Limited, London, 1997.

Rowley, Jennifer, "Shopping bots: Intelligent Shopper or Virtual Department Store?" International Journal of Retail and Distribution Management Vol 28 No 7 2000 pp297-306.

Russell, Gayl, "E-Commerce Law and Jurisdiction," 1999 14 BJIBFN 11.

Russell, Michael L., "Back to Basics: Resisting Novel and Extreme Approaches to the Law of Personal Jurisdiction and the Internet," 1999 30 U.Mem.L.Rev 157.

Sacco, Rodolfo, "One Hundred Years of Comparative Law," 2001 75 Tulane LR 4, 1159.

Samuels, Alec, "The Construction of International Conventions by the English Courts," 1983 JBL 373.

Samuel, Geoffrey, The Impact of European Integration on private law – a comment," 1998 18 LS 167.

Sanderlands, Eric (ed), "Serving the Electronic Consumer," *International Journal of Retail and Distribution Management*, Retail Insights, Autumn 1994

Sauveplanne, J. G., "New Trends in the Doctrine of Private International Law and Their Impact on Court Practice," 1982 175 *Rec Des Cours* 9-98.

Saxby, Stephen, "Internet Law is Where It's At," 2000 16 *CLSR* 2.

Schlechtriem, Peter, "EC Directives, Common Principles, and Law Reforms." 2001 75 *Tulane LR* 4, 1177.

Schilling, Theodor, "A New Perspective of Subsidiarity: Subsidiarity as a Rule and a Principle," (1994) 14 *YEL* 203.

Schlesinger, Rudolf B., "A Recurrent Problem in Transnational Litigation: The Effect of Failure to Invoke or Prove the Applicable Law," 1973 59 *Cornell LR* 1.

Schlesinger, Rudolf B., Baade, Hans W., Damaska, Mirjan R., and Herzog, Peter E., *Comparative Law, Cases, Texts and Materials*, 5th ed, The Foundation Press, Mineola, New York, 1988.

Schmid, Christoph, U., "The Emergence of a Transnational Legal Science in European Private Law," 1999 19 *OJLS* 673.

Schmid, Vivien A., "Democracy and Discourse in an Integrating Europe and a Globalising World," 2000 6 *ELJ* 277.

Schmitt, Joseph and Nikolai, Peter, "Application of Personal Jurisdiction Principles to Electronic Commerce: A User's Guide," 2001 27 *Wm Mitchell L Rev* 1571.

Schønning, Peter, "Internet and Applicable Copyright Law: A Scandinavian Perspective," [1999] 21 *EIPR* 45.

Schu, Reinhard, "The Applicable Law to Consumer Contracts Made Over the Internet: Consumer Protection Through Private International Law?" 1997 *Int J Law and Tech* Vol 5 No 2 192.

Scottish Executive Justice Department, "Jurisdiction, recognition and enforcement of judgments in civil and commercial matters," 2002 47 *JLSS* 46.

Scottish Executive Justice Department, "New Rules on Civil Jurisdiction," 2002 *SLT (News)* 39.

Seatzu, Francesco, "The meaning of 'same parties' in Article 21 of the Brussels Jurisdiction and Judgments Convention," (1999) 24 *EL Rev* 540.

Secretariat of the Hague Conference on Private International Law, "Information Concerning the Hague Conventions on Private International Law," 1999 *XLVI NILR* 227.

Seidl – Hohenveldern, Professor Ignaz, “The Foreign Litigant before the Court of Justice of the European Communities,” 1964 JBL 179.

Shakinovsky, M.I., and Le Vay Lawrence, C.S., “Selecting a Forum and System of Law in International Transactions – A UK Perspective on the Rome and Brussels Conventions,” [1991] 6 ICCLR 189.

Shaw, Jo, “The Treaty of Amsterdam: Challenges of Flexibility and Legitimacy,” (1998) 4 ELJ 1, 63.

Shih, Chuan-Fong (Eric), “Conceptualising Consumer Experiences in Cyberspace,” European Journal of Marketing Vol 32 No 7/8 1998 pp 655-663.

Shin, Helen, “Oh, I have slipped the surly bonds of earth,” : Multinational Space Stations and Choice of Law,” 1990 78 Calf LR 1375.

Siddiqi, Asaad, “Welcome to the City of Bytes? An Assessment of the Traditional Methods Employes in the International Application of Jurisdiction Over Internet Activities – Including A Critique of Suggested Approaches,” 2001 14 N.Y. Int’l L. Rev. 43.

Silberman, Linda J., “Judicial Jurisdiction in the Conflict of Laws Course: Adding a Comparative Dimension,” “Symposium: Conflict of Laws in the Global Village: International Conflicts Issues for the General Course in Conflict of Laws,” 1995 28 Vand J Transnat’l L 3, 389.

Silberman, Linda J., and Lowenfeld, Andreas F., “ A Different Challenge for the ALI: Herein of Foreign Country Judgments, an International Treaty, and on American Statute,” 1998 74 Indiana LJ 1, 635.

Simma, Bruno and Paulus, Andreas, L., “The ‘International Community’: Facing the Challenge of Globalization,” (1998) 9 EJIL 266.

Sinclair, Gerry, “Nothing.but.the.net 2000 Conference,” (2000) 45 JLSS 17.

Singleton, Susan, “Jurisdiction and Web Sites,” 2000 164 JP 279.

Singleton, Susan, “Jurisdiction and Web Sites: The Proposed New Law,” 2000 31 The Law Librarian 77.

Singleton, Susan, “Contracts at a distance – where now?” 2001 3 EBL 3,6.

Slater, A. G., “Forum Non Conveniens: A View from the Shop Floor,” (1988) 104 LQR 554

Slot, Piet Jan and Grabandt, Eric, “Extraterritoriality and Jurisdiction,” (1986) 23 CMLR 545.

- Smale, Trevor and Upton, Jack, "E-Commerce Untangling the International Web," 2000 5 EU Counsel 6, 43.
- Smart, P. St J., "Insolvency Proceedings and the Civil Jurisdiction and Judgments Act 1982," (1998) 18 CJQ 149.
- Smith, Andrew and Walton, Stuart, "Australia – English Legalese," 1999 IBL 393.
- Smits, Jan, "A European Private Law as a Mixed System," (1999) 5 MJ 328.
- Snyder, Francis, "The Effectiveness of European Community Law: Institutions, Processes, Tools and Techniques," 1993 56 1 MLR 19.
- Snyder, Francis, "Governing Economic Globalisation: Global Legal Pluralism and European Law," 1999 5 Eu LJ 335.
- Solomons, G., "Enforcement of Foreign Judgments: Jurisdiction of Foreign Court." (1976) 25 ICLQ 665.
- Sono, Kazuaki, "The Rise of Anational Contract Law in the Age of Globalization," 2001 75 Tulane LR 4, 1185.
- Sookman, Barry B., "Electronic Commerce, Internet and the Law – A Survey of the Legal Issues," [1999] CTLR 52.
- Springthorpe, Robin J., "Recent Developments in Mareva Injunctions," 1998 Bus LR 7.
- Stalev, Dr. Zhivko, "The Effects of Judgments as Remedies," (1989) 8 CJQ 329.
- Steckler, Brunhilde, "Current Legal Aspects of Electronic Commerce Regarding German Contract Law," [1999] 21 EIPR 248.
- Stephan, Paul B., "The Futility of Unification and Harmonization in International Commercial Law," 1999 39 Va J Int'l L 743.
- Stevenson, Andrew, "Businesses as "Consumers"; Jurisdiction Within Scotland," 2000 33 Civ P.B, 4.
- Stevenson, John R., "The Relationship of Private International Law to Public International Law," (1952) 52 Col LR 561.
- Stokes, Simon, Book Review of Dickie, John, *Internet Law And Electronic Commerce in the European Union*, [2000] CTLR 61.
- Stokes, Andrew, "United Kingdom's Telecommunications Legislation," [2000] CTLR N-34.
- Stone, P. A., "The Civil Jurisdiction and Judgments Act 1982: Some Comments," (1983) 32 ICLQ 477.

Stone, Peter, "Internet Consumer Contracts and European Private International Law," 2000 9(1) Information and Communications Technology Law 5.

Stone, Peter, "The Treatment of Electronic Contracts and Torts in Private International Law under European Community Legislation," 2002 11(2) Information and Communications Technology Law 121.

Stott, David L., "Personal Jurisdiction in Cyberspace: The Constitutional Boundary of Minimum Contacts Limited to a Web Site," 1997 15 Marshall J Computer and Info L 819.

Strauss, Andrew L., "Beyond National Law: The Neglected Role of the International Law of Personal Jurisdiction in Domestic Courts," (1995) 36 Harv Int LJ 2, 373.

Strauss, Andrew L., "Where America Ends and the International Order Begins: Interpreting the Jurisdictional Reach of the US Constitution in Light of a Proposed Hague Convention on Jurisdiction and Satisfaction of Judgments," 1998 61 Alb L Rev 4, 1237.

Struycken, A. V. M., "The Rules of Jurisdiction in the EEC Convention on Jurisdiction And The Enforcement of Judgments in Civil and Commercial Matters," 1978 NILR 354.

Stuckelberg, Martine, "Lis Pendens and Forum Non Conveniens at the Hague Conference," 2001 26 Brook J Intl'l L 949.

Sturner, Rolf, "Why Are Europeans Afraid to Litigate in the United States?" *Centro di studi e ricerche di diritto comparato e stranero*, Rome, 2001.

Stuyck, Jules, "European Consumer Law After The Treaty of Amsterdam: Consumer Policy In Or Beyond The Internal Market?" (2000) 37 CMLR 367.

Sulton, Fareena and Henrichs, Roy B., "Consumer Preferences for Internet services over time: initial explorations," *Journal of Consumer Marketing* Vol 17 No 5 2000 pp386-402.

Svantesson, Dan, "Jurisdiction Issue in Cyberspace What Should Article 7 – Consumer Contracts, of the Proposed Hague Convention, Aim to Accomplish in Relation to E-Commerce?" 2001 5 CLSR 318.

Sweet, Pat and Roci, Stuart, "Kings of the Virtual High Street," "Digital Britain," in *Management Today*, August 2000 p3.

Swindells, Chris and Henderson, Kay, "Legal Regulation of Electronic Commerce," 1998 (3) *The Journal of Information Technology Law (JILT)*,
<http://elj.warwick.ac.uk/jilt/98-3/swindells.html>

Swoboda, Bernhard S., "Conditions for information seeking: theoretical foundations and empirical results in using interactive multimedia systems," *International Review of Retail, Distribution and Consumer Research* Vol 8 No 4 October 1998 pp361-381.

Symeonides, Symeon, C., "Choice of Law in the American Courts in 1994: A View 'From the Trenches,'" (1995) 43 *Am J Comp L* 1.

Symeonides, Symeon, C., "The Need for a Third Conflicts Restatement (And a Proposal for Tort Conflicts)," 1998 74 *Indiana LJ* 1, 437.

Symeonides, Symeon, C., "Choice of Law in the American Courts in 1999: One More Year," (2000) 48 *Am J Comp L* 143.

Taylor, Adam, "Internet Law – Contract Untangling the web – Part II," 2000 16 *CLSR* 34.

Temple Long, John, "The ERTA Judgment and the Court's case-law on competence and conflict," (1986) 6 *YEL* 183.

Thanawalla, S., "Foreign Inter Partes Judgments: Their Recognition and Enforcement in the Private International Law of East Africa," (1970) 19 *ICLQ* 430.

Thumma, Samuel A., and Jackson, Darrel S., "The History of Electronic Mail in Litigation," 1999 16 *Computer High Technology Law Journal* 1.

Thünken, Alexander, "Multi-state Advertising over the Internet and the Private International Law of Unfair Competition," 2002 51 *ILCQ* 909.

Tillman, Christopher, "The Relationship Between Party Autonomy and the Mandatory Rules in the Rome Convention," 2002 *JBL* 45.

Torremans, Paul L. C., "Jurisdiction in Intellectual Property Litigation: The Courts Start Struggling with the Brussels Convention," 1998 2 *ELR* 337.

Toth, A. G., "Is Subsidiarity Justiciable?" (1994) 19 *EL Rev* 268.

Travers, Noel, "Recent Developments in European Community Conflicts of Law," (2000) 9 *Irish Journal of European Law* 53.

Tridimas, Takis, and Eeckhaut, Piet, "The External Competence of the Community and the case-law of the Court of Justice: Principle versus Pragmatism," (1994) 14 *YEL* 143.

Trout-McIntyre, Tammy S., "Personal Jurisdiction and the Internet: Does the Shoe Fit?" 1997 *Hamline L Rev* 21, 223.

Tucler, Michael, "Place of damage versus consumer's jurisdiction – court case," 2000 *CLJ* 211.

Turner, Mark, and Traynor, Mary, "Electronic Commerce (EC Directive) Regulations 2002 – Worth the Wait?" 2002 18 CLSR 396.

Twining, William, "Globalization and Comparative Law," (1999) 6 MJ 3, 217.

Tyler, D., "Personal Jurisdiction Via Email: Has Personal Jurisdiction Changes in the Wake of *Compuserve, Inc. v Paterson*?" 1998 Ark L Rev 51, 429.

UNCITRAL, "UNCITRAL Model Law on Electronic Commerce," 1996 37 EDI Law Review 3, 275.

Van Loon, Hans, "Globalisation and The Hague Conference on Private International Law," *International Law Forum du droit international* 2:230, 2000.

Van Schaak, Beth, "In Defense of Civil Redress: The Domestic Enforcement of Human Rights Norms in the Context of the Proposed Hague Judgments Convention," 2001 42 1 Harv Int L J 141.

Vergani, Giorgio Nicolò, "Electronic Commerce and Trade Marks in the United States: Domain Names, Trade Marks and the "Use in Commerce Requirement" on the Internet," [1999] EIPR 450.

Verheul, Hans, "The EEC Convention on Jurisdiction and Judgments of 27 September 1968 in Dutch Legal Practice," 1983 NILR 240.

Vigoriti, Vincenzo, "Recent Developments in the Recognition and Execution of Foreign Judgments and Arbitral Awards in Italy," (1987) 6 CJQ 248.

Vlas, P., "The Protocol on Interpretation of the EEC Convention on Jurisdiction and Enforcement of Judgments: Over Ten Years in Legal Practice (1975-1985)," 1986 33 NILR 84.

Vlas, P., "The EEC Convention on Jurisdiction and Judgments," 1999 XLVI NILR 87.

Von Mehren, Arthur T., and Trautmann, Donald, T., "Jurisdiction to Adjudicate: A Suggested Analysis," (1966) 79 Harv LR 1121.

Von Mehren, Arthur T., "Recognition of Foreign Adjudications: A Survey and Suggested Approach," (1968) 81 Harv LR 1601.

Von Mehren, Arthur Taylor, "Special Substantive Rules for Multistate Problems: Their Role and Significance in Contemporary Choice of Law Methodology," (1974) 88 Harv LR 1, 347.

Von Mehren, Robert B., and Patterson, Michael E., "Recognition and Enforcement of Foreign – Country Judgments in the United States," 1974 6 Law and Policy in International Business, 37.

Von Mehren, Arthur Taylor, "Recognition and Enforcement of Sister – State Judgments: Reflections on General Theory and Current Practice in the European Economic Community and the United States," (1981) 81 Colum L Rev 1044.

Von Mehren, Arthur T., "Recognition and Enforcement of Foreign Judgments: A New Approach for the Hague Conference?" (1994) 57 L and Contemp Probs 271.

Von Mehren, Arthur T., "Enforcing Judgments Abroad: Reflections on the Design of Recognition Conventions," 1998 XXIV Brook J Int'l L 1, 17.

Von Mehren, Arthur T., "The Rise of Transnational Legal Practice and the Task of Comparative Law," 2001 75 Tulane LR 4, 1215.

Von Mehren, Arthur T., "Drafting A Convention on International Jurisdiction and the Effects of Foreign Judgments Acceptable Worldwide: Can the Hague Conference Project Succeed?" 2001 49 Am J Comp L 191.

Wadlow, Christopher, "Intellectual Property and the Rome Contracts Convention," [1997] 19 EIPR 11.

Wain, Daniel, "The Virtual Death of the Avon Lady?" ADMAP July/Aug 2000 pp17-20.

Walters, Jan, "Amsterdam, Parts Two and Three," (1997) 4 MJ 328 (Editorial).

Walker, Neil, "Justice and Home Affairs," (1998) 47 ICLQ 231.

Walton, F. P., "The Study of Foreign Laws," 1933 45 JR 1.

Ward, Ian, "The European Constitution, The Treaty of Amsterdam, And The Search for Community," 1999 27 Ga J Int'L & Comp L 448.

Ward, Ian, "The Limits of Comparativism: Lessons from UK-EC Integration," (1995) MJ 2, 23.

Watson, Alan, "Aspects of Reception of Law," (1996) 44 Am J Comp L 334.

Webb, P. R. H., "Recognition of Foreign Decrees – The Post - Indyka Position," (1968) 17 ICLQ 209.

Wee, Keng Neo Lynda and Romanchandra, Ramesh, "Cyberbuying in China, Hong Kong and Singapore: tracking the who, where, why and what of online buying," International Journal of Retail and Distribution Management Vol 28 No 7 2000 pp307-316.

- Weems, Philip R., "Guidelines for Enforcing Money Judgments Abroad," 1993 21 IBL 509.
- Weiler, J. H. H., "The Transformation of Europe," (1991) 100 Yale LJ 2403.
- Weiler, J. H. H., and Paulus, Andreas, L., "The Structure of Change in International Law or Is There a Hierarchy of Norms in International Law?" (1997) 8 EJIL 545.
- Weiner, Antje, "The Embedded Acquis Communautaire: Transmission Belt and Prism of New Governance," (1998) 4 ELJ 3, 294.
- Weintraub, Russell J., "Negotiating the Tort-Long Arm Provisions of the Judgments Convention," 1998 61 Alb L Rev 4, 1269.
- Weintraub, Russell J., "How Substantial is Our Need for a Judgments Recognition Convention and What Should We Bargain Away to Get It?" 1998 XXIV Book J Int'l L 1, 167.
- Werbach, Kevin, "Syndication The Emerging Model for Business in the Internet Era," 2000 Havr Bus Rev 85.
- Werro, Franz, "Notes on the Purpose and Aims of Comparative Law," 2001 75 Tulane LR 4, 1225.
- Weser, Martha, "Bases of Judicial Jurisdiction in the Common Market Countries," (1961) 10 Am J Comp L 323.
- Weser, Martha, "Conflicts of Judicial Jurisdiction in the Common Market Countries," 1963 JBL 298.
- Westerlind, James M., "The Magna Carta Meets the Twenty-First Century: Personal Jurisdiction and the Internet," 2000 15 St. John's J. Legal Comment 223 (Westlaw).
- Weston, Clive, "Civil Jurisdiction and Judgments Act 1982," (1982) 1 CJQ 360.
- White, Gillian, "Judgments in Foreign Currency and the EEC Treaty," 1976 JBL 7.
- Whiteley, Jon, "Understanding the Online Buyer," ADMAP July/Aug 2000 pp14-16.
- Whittaker, Simon, "Judicial Interventionism and Consumer Contracts," 2001 117 LQR 215.
- Widdison, Robin, Pritchard, Francis and Robinson, William, "Brussels Revisited: *The European Conflicts Guide*," 1993 2 Law, Computers and Artificial Intelligence 255.
- Wilbers, Erik, "On-Line Arbitration of Electronic Commerce Disputes," 1999 IBL 273.

Williams, Richard and Marsh, William, "Forum Shopping A New Lease of Life," 1999 IBL 307.

Willingham, J., Barrett, "Electronic Commerce and the Free Trade Area of the Americas," 2000 NAFTA: Law and Business Review of the Americas.

Winship, Peter, "Private International Law and the UN Sales Convention," 1988 21 Cornell Int Law Review 487.

Withers, Christopher, "Jurisdiction Clauses and the Unfair Terms in Consumer Contract Regulations," [2002] LMCLQ 1-160, 56.

Woodward, David Luther, "Reciprocal Recognition and Enforcement of Civil Judgments in the United States, the United Kingdom and the European Economic Community," 1983 NCJ Int'l L and Com Reg 299.

Woodward, William J., Jr., "Contractual Choice of Law: Legislative Choice in an Era of Party Autonomy," 2001 673 PLI/Pat 195.

Wouters, Jan, "Conflict of Laws and the Single Market for Financial Services (Part I)," (1997) MJ 4, 161.

Wouters, Jan, "Conflict of Laws and the Single Market for Financial Services (Part II)," (1997) MJ 4, 285.

Yagura, Ryan, "Does Cyberspace Expand the Boundaries of Personal Jurisdiction?" (1998) 38 IDEA 301.

Yeo, Matthews and Berliri, Marco, "Conflict Looms Over Choice of Law in Internet Transactions," 1999 Electronic Commerce and Law Report Vol.4, No.4, 85.

Yntema, Hessel E., "The Enforcement of Foreign Judgments on Anglo-American Law," (1935) 33 Mich LR 1129.

Young, James, "An EEC Choice of Law Code for Contracts," 1991 9 Int Bank L 11, 445.

Zain, Saami, "Regulation of E-Commerce: Is It Fair To Consumers?" 2000 31 UWLA Law Review 163.

Zaphiriou, G. A., "The EEC Convention on Jurisdiction and Enforcement of Judgments," 1969 JBL 74.

Zaphiriou, George A., "Basis of the Conflict of Laws: Fairness and Effectiveness." 1988 10 Geo Mason UL Rev 301.

Zekoll, Joachim, "The Enforceability of American Money Judgments Abroad: A Landmark Decision by the German Federal Court of Justice," 1992 30 *Columb J Transnat'l L* 641.

Zembek, Richard, "Jurisdiction and the Internet: Fundamental Fairness in the Networked World of Cyberspace," 1996 *Albany Journal of Science and Technology*, 341.

Zijlmans, J. M. I. J., "The (Exclusive) External Competence of the European Community," (1995) *MJ* 2, 405.

Zimmerman, Reinhard, "Savigny's Legacy Legal History, Comparative Law, and the Emergence of a European Legal Science," (1996) 112 *LQR* 576.

Zuckerman, A. A. S., "Mareva Injunctions and Security for Judgment in a Framework of Interlocutory Remedies," (1993) 109 *LQR* 432.

Zuckerman, A., "Interlocutory Remedies in Quest for Procedural Fairness," (1993) 56 *MLR* 325.

BOOKS AND CHAPTERS IN BOOKS

Adelman, Martin, "Commentary: The Hague Draft Convention on Jurisdiction: An Introduction to the Intellectual Property Issues," Chapter 28 in *International Intellectual Property Law and Policy*, Volum 6, Part 28-1, Juris Publishing.

Ahuja, Vijay, *Secure Commerce on the Internet*, Academic Press, London, 1997.

Aird, R. E. and Jameson, N. St.C, *The Scots Dimension to Cross Border Litigation*, W Green/ Sweet and Maxwell, Edinburgh, 1996.

Akdeniz, Yaman, Walker, Clive and Wall, David, (eds), *The Internet, Law and Society*, Pearson Education, Harlow, Essex, 2000.

American Law Institute, *The Restatement of the Law Third, Restatement of the Law, The Foreign Relations Law of the United States, Volume 1*, American Law Institute, Minnesota, 1987.

American Law Institute, *The Restatement of the Law Third, Restatement of the Law, Cumulative Annual Supplement For Use in 1988 –1989*, American Law Institute, Minnesota, 1988.

Andersen, Mads Bryde, "The Electronic Challenge to Private Law, in Weyers, Has-Leo, (ed), *Electronic Commerce – Der Abschlu*

Anton, A. E., *Private International Law*, W. Green, Edinburgh, 1967.

Anton, A. E., *Private International Law*, 2nd ed, W. Green, Edinburgh, 1990.

Arnall, Anthony, Dashwood, Alan, Ross, Malcolm and Wyatt, Derrick, *Wyatt and Dashwood's European Union Law*, 4th ed, Sweet and Maxwell, London, 2000.

Atiyah, P. S., Adams, John S., and MacQueen, Hector, *The Sale of Goods*, 10th ed, Longman, Harlow, 2001.

Barth, Richard C., and Smith, Clint N., "International Regulation of Encyption: Technology Will Drive Policy," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.

Basedow, Jurgen, "The Effects of Globalization on Private International Law," in Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

Bathurst, M. E., Simmonds, K .R., Hunnings, N. March and Welch, Jane, *Legal Problems of an Enlarged European Community*, Stevens and Sons, London, 1972.

Beaumont, Paul R., "Jurisdiction under the Brussels Convention in Contract, Tort, Delict and Quasi-Delict," in Carey Miller, D. L., and Beaumont, Paul R., (eds), *The Option of Litigating in Europe*, United Kingdom National Committee of Comparative Law, London, 1993.

Beaumont, Paul R., *Anton and Beaumont's Civil Jurisdiction in Scotland*, 2nd ed, W. Green, Edinburgh, 1995.

Bengoetxea, Joxerramon, *The Legal Reasoning of the European Court of Justice. Towards a European Jurisprudence*, Clarendon Press, Oxford, 1993.

Bieber, Roland, Jacque, Jean-Paul and Weiler, Joseph H. H., *An Ever Closer Union*, Commission of the European Communities, Luxembourg, 1985.

Bieber, Roland, and Monar, Joerg, (eds), *Justice and Home Affairs in the European Union The Development of the Third Pillar*, European University Press, Brussels, 1995.

Black, Vaughan, "Consumer Protection in the Conflict of Laws: Canada, the United States and Europe," in Ramsay, Iain (ed), *Consumer Law in the Global Economy, National and International Dimensions*, Dartmouth, Aldershot, 1997.

Blankenburg, Erhard and Bruinsma, Freek, *Dutch Legal Culture*, Kluwer Law and Taxation Publishers, Deventer, 1991.

Blankenburg, Erhard and Bruinsma, Freek, *Dutch Legal Culture*, 2nd Revised and Enlarged Edition, Kluwer Law and Taxation Publishers, Deventer, 1994.

Boele-Woelki, Katharine and Kessedjian, Catherine (eds), *Internet Which Court Decides? Which Law Applies?* Kluwer Law International, The Hague, 1998.

Bogdan, Michael, *Comparative Law*, Kluwer, Deventer, 1994.

Bonell, Michael Joachim, "The 1968 Brussels Civil Jurisdiction and Judgments Convention and The 1980 Rome Convention on Applicable Law," in Markensinis, B. S., (ed), *The Gradual Convergence, Foreign Ideas, Foreign Influences and English Law on the Eve of the 21st Century*, Clarendon Press, Oxford, 1994.

Born, Gary B., *International Civil Litigation in United States Courts*, 3rd ed, Kluwer Law International, The Hague, 1996.

Borrás, Alegria, Bucher, Andreas, Struycken, Teun and Verwilghen, Michel, *On the Progressive Unification of Private International Law, Liber Amorum Georges A. L. Droz*, Martinus Nijhoff Publishers, The Hague, 1996.

Bos, Adriaan and Siblesz, Hugo (eds), *Realism in Law Essay on International Law in honor of Willem Riphagen*, Martinus Nijhoff, Dordrecht, 1986.

Bourgoignie, Th., and Goyens, M., (eds), *Electronic Funds Transfer and Consumer Protection*, Centre de Droit de la Consommation, Louvain-la-Neuve, 1990.

Bowett, D. W., "Jurisdiction: Changing Patterns of Authority over Activities and Resources," in MacDonald, R. St. J., and Johnston, D. M., *The Structure and Process of International Law*, Martinus Nijhoff Publishers, Dordrecht, 1986.

Briggs, Adrian and Rees, Peter, *Civil Jurisdiction and Judgments*, 2nd ed, LLP, London, 1997.

Briggs, Adrian, *The Conflict of Laws*, Oxford University Press, Oxford, 2002.

Burk, Dan L., "The Market for Digital Piracy," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Burnstein, Matthew, "A Global Network in a Compartmentalised Legal Environment," in Boele-Woelki, Katharina and Kessedjian, Catherine (eds), *Internet Law Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague 1998.

Butler, W.E., and Kudriavtsev, V. N., (eds), *Comparative Law and Legal System : Historical and Socio-Legal Perspectives*, Oceana Publications Inc, New York, 1985.

Cairncross, Frances, *The Death of Distance How the Communications Revolution Will Change Our Lives*, Orion Business, London, 1998.

Campbell, Dennis (ed), *Enforcement of Foreign Judgments*, LLP, London, 1997.

Campbell, Dennis (ed), *Law of International Online Business*, Sweet and Maxwell, London, 1998.

Campbell, Dennis, Kirwan, Anthony M., D., and Fisher, Joy, (eds), *Consumer Protection 2000: Public Interest and Corporate Priorities in the 1990s*, Kluwer Law and Taxation Publishers, Deventer, 1994.

Capelletti, Mauro, (ed), *New Perspectives for a Common Law of Europe*, European University Institute, Leyden, London, 1978.

Capelletti, Mauro, Seccombe, Monica, and Weiler, Joseph, (eds), *Integration Through Law*, Volume 1, Book 2, Walter de Gruyter, New York, 1986.

Carey-Miller, D. L., and Beaumont, Paul R., (eds), *The Option of Litigating in Europe*, The United Kingdom National Committee of Comparative Law, London, 1993.

Cavazos, Edward A., and Morin, Gavino, *Cyberspace and the Law : Your Rights in the Online World*, The MIT Press, Cambridge, Massachusetts, 1994.

Cavers, David F., *The Choice of Law Process*, University of Michigan Press, Michigan, 1965.

Central Computer and Telecommunications Agency, *Legal Issues and the Internet Guidance*, HMSO, London, 1996.

Central Computer and Telecommunications Agency, *Legal Issues and the Internet Reference Book*, HMSO, London, 1996.

Cheong, Chan Wing, Lai, Ho Hock, Beng, Lee Eng, Loon, Ng-Loy Wee, and Sood, Teo Keang, *Current Legal Issues in International Business Law*, Faculty of Law, National University of Singapore, 1997.

Chissick, Michael and Kelman, Alistair, *Electronic Commerce Law and Practice*, 2nd ed, Sweet and Maxwell, London, 2000.

Chissick, Michael and Kelman, Alistair, *Electronic Commerce Law and Practice*, 3rd ed, Sweet and Maxwell, London, 2001.

Clark, David S., (ed), *Comparative and Private International Law, Essays in Honor of John Henry Merryman on his Seventieth Birthday*, Duncker and Humblot, Berlin, 1990.

Clarkson, C. M. V. and Hill, Jonathan, *Jaffrey on the Conflict of Laws*, 13th ed, Butterworths, 1997.

Clarkson, C. M. V. and Hill, Jonathan, *Jaffrey on the Conflict of Laws*, 2nd ed, Butterworths, 2002.

College of Law Lectures, The, *Jurisdiction and Enforcement of Judgments*, The College of Law, London, 1985.

Collins, Lawrence, *The Civil Jurisdiction and Judgments Act 1982*, Butterworths, London, 1983.

Collins, Lawrence, *Essays in International Litigation and the Conflict of Laws*, Clarendon Press, Oxford, 1994.

Cooper, Harris M., *Integrating Research A Guide for Literature Reviews*, Second Edition, Sage Publications, Newbury Park, California, 1989.

Council of Europe, *Bibliography of Translations of Codes of Private Law in Member States of the Council of Europe and The Hague Conference on Private International Law*, Council of Europe, Strasbourg, 1967.

Council of Europe, *The Practical Guide to the recognition and enforcement of foreign judicial decisions in civil and commercial law*, The Council of Europe, Strasbourg, 1975.

Crawford, Dr Elizabeth, *International Private Law in Scotland*, W. Green, Edinburgh, 1998.

Cullen, David, "Variable Geometry and Overlapping Circles: In Search of a Suitable Model for Justice and Home Affairs," in Bieber, Roland, and Monar, Joerg, (eds), *Justice and Home Affairs in the European Union The Development of the Third Pillar*, European University Press, Brussels, 1995.

Cygan, Adam Jan, *The United Kingdom Parliament and European Union Legislation*, Kluwer Law International, 1998.

Dashwood, Alan, Hacon, Richard, J., and White, Robin C. A., *A Guide to the Civil Jurisdiction and Judgments Convention*, Kluwer Law and Taxation Publishers, Deventer, 1987.

David, René, *International Encyclopedia of Comparative Law, Volume II, The Legal Systems of the world Their Comparison and Unification*, Oceana Publications, 1971.

- David, René, and Brierley, John E. C., (eds), *Major Legal Systems in the World Today, An Introduction to the Comparative Study of Law*, 3rd ed, Stevens and Sons, London, 1985.
- Davies, Lars, "Contract Formation on the Internet: Shattering a Few Myths," in Edwards, Lillian and Waelde, Charlotte, *Law and the Internet Regulating Cyberspace*, Hart Publishing, Oxford, 1997.
- Davies, Xavier, "The Europeanisation of The Common Law," in Jagtenberg, R., Öricü, E., and de Roo, A. J., *Transfrontier Mobility of Law*, Kluwer Law International, The Hague, 1995.
- De Boer, Th M., *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990.
- De Boer, Th M., and Kotting, R., "Private International Law," in Chorus, Jemen M., J., Gerver, Piet-Hein M., Hondius, Edwoud H., and Koeekkoek, Alis K., (eds), *Introduction to Dutch Law For Foreign Lawyers*, 2nd revised ed, Kluwer, Deventer, 1993.
- De Boer, Th M., "The Relation between Uniform Substantive Law and Private International Law," in Hartkamp, A.S., Hesselink, M. W., Hondius, E. H., Du Perron, C. E., Vranken, J. B. M., (eds) *Towards a European Civil Code*, Martinus Nijhoff Publishers / Kluwer Academic Publishers Group, 1994.
- De Cruz, Peter, *Comparative Law in a Changing World*, 2nd ed, Cavendish Publishing Limited, London, 1999.
- Delaume, Georges R., *Bilateral Studies in Private International Law No 2 American – French Private International Law*, Oceana Publications, New York, 1961.
- Delaume, Georges R., *Law and Practice of Transnational Contracts*, Oceana Publications, New York, 1988.
- Dessemontet, Francois, "Internet, La Propriété Intellectuelle et Le Droit International Privé," in Boele-Woelki, Katharina and Kessedjian, Catherine, *Internet Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague, 1998.
- De Witte, Bruno, and Forder, Caroline, (eds), *The common law of Europe and the future of legal education*, Kluwer Law and Taxation Publishers, Deventer, 1992.
- Dogauchi, Masato, "Law Applicable to Torts and Copyright Infringement Through the Internet," in Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

- D'Oliveira, Hans Ulrich Jessurun, "Towards A 'European' Private International Law?" in De Witte, Bruno and Forder, Caroline, (eds), *The common law of Europe and the future of legal education*, Kluwer Law and Taxation Publishers, Deventer, 1992.
- Drobniq, Ulrich, *Private Law in the European Union*, Forum Internationale No. 22, Kluwer Law International, The Netherlands, 1996.
- Droz, George A. L., *Competence judiciaire et effects des jugements dans le Marche Commun*, Librairie Dalloz, Paris, 1972.
- Edward, David, "The Scottish Reaction – An Epilogue," in Markensinis, B. S., (ed), *The Gradual Convergence, Foreign Ideas, Foreign Influences and English Law on the Eve of the 21st Century*, Clarendon Press, Oxford, 1994.
- Edwards, Lillian and Waelde, Charlotte (eds), *Law and the Internet Regulating Cyberspace*, Hart Publishing, Oxford, 1997.
- Edwards, Lillian and Waelde, Charlotte (eds), *Law and the Internet A Framework for Electronic Commerce*, 2nd ed, Hart Publishing, Oxford, 2000.
- Ehrenzweig, Albert A., *Private International Law*, A.W. Sijthoff, Leyden, 1967.
- Farrar, John H., and Dugdale, Anthony, M., *Introduction to Legal Method*, 3rd ed, Sweet and Maxwell, London, 1992.
- Fawcett, J. J., *Declining Jurisdiction in Private International Law*, Clarendon Press, Oxford, 1995.
- Fawcett, James J., and Torremans, Paul, *Intellectual Property and Private International Law*, Clarendon Press, Oxford, 1998.
- Fentiman, Richard (ed), *Conflict of Laws*, New York University Press, New York, 1996.
- Fletcher, Ian F., *Conflict of Laws and European Community Law*, North Holland Publishing Company, Amsterdam, 1982.
- Fontaine, Prof Dr M., and Bourgoignie, Dr Th., *Consumer Legislation in Belgium and Luxemburg*, Van Nostrand Reinhold (UK) Co Ltd, The Pitman Press, Bath, 1982.
- Fortescue, John Adrian, "First Experiences with Implementation of the Third Pillar Provisions," in Bieber, Roland, and Monar, Joerg, (eds), *Justice and Home Affairs in the European Union The Development of the Third Pillar*, European University Press, Brussels, 1995.
- French, Derek, *How to Cite Legal Authorities*, Blackstone Press, London, 1996.

Friedman, Lawrence M., "Some Thoughts on Comparative Legal Culture," in Clark, David S., (ed), *Comparative and Private International Law, Essays in Honor of John Henry Merryman on his Seventieth Birthday*, Dunckler and Humblot, Berlin, 1990.

Froomkin, A. Michael, "The Internet as a Source of Regulatory Arbitrage," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.

Fullerton, Karen and Macgregor, Megan, *Legal Research Skills for Scots Lawyers*, W. Green / Sweet and Maxwell, London, 1999.

Gaja, Giorgio, Hay, Peter and Rotunda, Ronald, D., "Instruments for Legal Integration in the European Community – A Review," in Capelletti, Mauro, Secombe, Monica, and Weiler, Joseph, (eds), *Integration Through Law*, Volume 1, Book 2, Walter de Gruyter, New York, 1986.

Gellman, Robert, "Conflict and Overlap in Privacy Regulation: National, International, and Private," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.

Gibb, Andrew Dewar, *The International Jurisdiction of England and Scotland*, William Hodge/ Sweet and Maxwell, Edinburgh, 1926.

Gibson, William, *Neuromancer*, Ace Books, New York, 1984.

Gillies, Lorna E., "Adapting International Private Law Rules for Electronic Consumer Contracts," in Rickett, Charles E.F., and Telfer, Thomas G.W., (eds), *International Perspectives on Consumers' Access to Justice*, Cambridge University Press, 2003.

Goldring, John, "Netting the Cybershark: Consumer Protection, Cyberspace, the Nation-State, and Democracy," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Gottwald, Peter, "Recognition and Enforcement of Foreign Judgments under the Brussels Convention," in Carey-Miller, D. L., and Beaumont, Paul R., (eds), *The Option of Litigating in Europe*, The United Kingdom National Committee of Comparative Law, London, 1993.

Grewlich, Klaus W., *Governance in "Cyberspace" Access and Public Interest in Global Communications*, Kluwer Law International, The Hague, 1999.

Grosheide, Willem, "Experiences in the Field of Intellectual Property," in Boele-Woelki, Katharina and Kessedjian, Catherine, (eds), *Internet Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague, 1998.

Grossfeld, Bernhard, *The Strengths and Weakness of Comparative Law*, Clarendon Press, Oxford, 1990.

Halfmeier, Axel, "Waving Goodbye to Conflict of Laws?" in Rickett, Charles E.F., and Telfer, Thomas G.W., (eds), *International Perspectives on Consumers' Access to Justice*, Cambridge University Press, 2003.

Harper, J. Ross, (ed), *Global Law in Practice*, Kluwer Law International, The Hague, 1997.

Hart, H. L. A., *Essays in Jurisprudence and Philosophy*, Clarendon Press, Oxford, 1983.

Hartkamp, A. S, Hesselink, M. W., Hondius, E. H., Du Perron, C. E., Vranken, J. B. M., (eds), *Towards a European Civil Code*, Martinus Nijhoff Publishers / Kluwer Academic Publishers Group, 1994.

Hartley, T.C., "Consumer Protection Provisions in the E.E.C Convention," in North, P. M., (ed), *Contract Conflicts The EEC convention on the Law Applicable to Contractual Obligations: A Comparative Study*, North Holland Publishing Company, Amsterdam, 1982

Hartley, T. C., *Civil Jurisdiction and Judgments*, Sweet and Maxwell, London, 1984.

Hartley, T.C., *The Foundations of European Community Law*, 3rd ed, Clarendon Law Series, Oxford, 1994.

Hartley, Trevor, *Constitutional Problems of the European Union*, Hart Publishing, Oxford, 1999.

Hayakawa, Shinichiro, "Private Law in the Era of the Internet," in Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

Hayakawa, Yoshihisa, "International Bankruptcy From the Viewpoint of Private International Law and International Civil Procedure," in Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

Hay, Peter, Lando, Ole, and Rotunda, Ronald, D., "Conflict of Laws as a Technique for Legal Integration," in Capelletti, Mauro, Seccombe, Monica, and Weiler, Joseph, (eds), *Integration Through Law*, Volume 1, Book 2, Walter de Gruyter, New York, 1986.

Hay, Peter, *An Introduction to US Law*, 2nd ed, Butterworths, New Hampshire, USA, 1991.

Hertz, Ketilbjørn, *Jurisdiction in Contract and Tort under the Brussels Convention*, DJØF Publishing, Copenhagen, 1998.

Himsworth, C. M. G., and Munro, C. R., *The Scotland Act 1998*, 2nd ed, W Green and Son, Edinburgh, 2000.

Howells, Geraint and Wetherill, Stephen, *Consumer Protection and Law*, Ashgate, Aldershot, 2005.

Huber, Peter, *Law and Disorder in Cyberspace*, Oxford University Press, Oxford, 1997.

Jaffrey, A. J. E., *Topics in Choice of Law*, The British Institute of International and Comparative Law, London, 1996.

Jagtenberg, R., Öricü, E., and de Roo, A. J., *Transfrontier Mobility of Law*, Kluwer Law International, The Hague, 1995.

Joerges, Christian, and Gerstenberg, Oliver, (eds), "Private governance, democratic constitutionalism and supranationalism," Proceedings of the COST A7 Seminar, Florence, 22 to 24 May 1997.

Johnson, David R., and Post, David G., "The Rise of Law on the Global Network," in Kahin, Brian and Nesson, Charles, (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Jokela, Heikki, "Internationalism in Private International Law," in Clark, David S., (ed), *Comparative and Private International Law, Essays in Honor of John Henry Merryman on his Seventieth Birthday*, Duncker and Humblot, Berlin, 1990.

Jones, Claire, and Downsland, William, *Online Sources of European Information Their development and use*, Avebury, Aldershot, 1990.

Juenger, Friedrich K., "Jurisdiction, Choice of Law and the Elusive Goal of Decisional Harmony," in Sumampouw, Mathilde, Barnhoorn, L. A. N. M., Freedberg-Swartzburg, Judith A., Tromm, J. J. M., and Wade, J. A. (eds), *Law and Reality, Essays on National and International Procedural Law in Honour of Cornelis Carel Albert Voskuil*, Martinus Nijhoff Publishers, London, 1992.

Kahn-Freud, Dr. O., *The Growth of Internationalism in English Private International Law*, Magnes Press, The Hebrew University and Oxford University Press, 1960.

Kahin, Brian and Nesson, Charles, (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

- Kaufmann-Kohler, Gabrielle, "Internet: Mondialisation de la Communication – Mondialisation de la Résolution des Litiges?" in Boele-Woelki, Katharina and Kessedjian, Catherine, (eds), *Internet Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague, 1998.
- Kaye, Peter, *The New Private International Law of Contract of The European Community*, Dartmouth Publishing, Aldershot, 1993.
- Kaye, Peter, (ed), *European Case Law on the Judgments Convention*, John Wiley and Sons, Chichester, 1998.
- Kedzie, Christopher, "Third Waves," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.
- Kennel J.D, John R., Lassus J.D, Kerry Hogan, Lehman J.D, Jane E., Melley J.D, Anne E., and Silcox J.D, Kimberley Armstrong, *American Jurisprudence*, Second ed, 16 Am Jur 2d Conflict of Laws Summary (1998).
- Kennett, Wendy, *Enforcement of Judgments in Europe*, Oxford University Press, Oxford, 2000.
- Kerameus, Konstantinos, D., "Procedural Unification: The Need and the Limitations," in Scott, I. R., (ed), *International Perspectives on Civil Justice Essays in Honour of Sir Jack I. H. Jacob Q. C.*, Sweet and Maxwell, London, 1990.
- Kessedjian, Catherine, "Rapport de Synthèse," in Boele-Woelki, Katharina and Kessedjian, Catherine, (eds), *Internet Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague, 1998.
- Kirchner, Emil Joseph, *Decision Making in the European Community The Council Presidency and European Integration*, Manchester University Press, Manchester, 1992.
- Koppenol-Laforce, Marielle, Doketer, Dann, Meijer, Gerard J., and Smede, Frank, G., M., (eds), *International Contracts Aspects of Jurisdiction, Arbitration and Private International Law*, Sweet and Maxwell, London, 1996.
- Kortmann, Constanijn A. J. M., and Bovend'Eert, Paul P. T., *Dutch Constitutional Law*, Kluwer Law International, The Hague, 2000.
- Kotting, Roelof, "The Vicious Circle of Forum Law," in De Boer, Th M., *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990.

Kronke, Herbert, "Applicable Law in Torts and Contracts in Cyberspace," in Boele-Woelki, Katharina and Kessedjian, Catherine, (eds), *Internet Which Court Decides? Which Law Applies?*, Kluwer Law International, The Hague, 1998.

Lasok, Dominik, and Stone, Peter Alan, *Conflict of Laws in the European Community*, Abingdon Professional Books, Abingdon, 1987.

Lee, Luke T., *Consumer Law and Practice*, 2nd ed, Clarendon Press, Oxford, 1991.

Lessig, Lawrence, *Code and Other Laws of Cyberspace*, Basic Books, New York, 1999.

Lipstein, K., (ed), *Harmonisation of Private International Law by the EEC*, Institute of Advanced Legal Studies, University of London, London, 1996.

Lloyd, Ian J., and Simpson, Moira, *Law on the Electronic Frontier, Hume Papers on Public Policy*, Vol 2 No 4 Winter 1994, Edinburgh University Press, Edinburgh, 1994.

Lloyd, Ian J., *Information Technology Law*, 2nd ed, Butterworths, London, 1997.

Loader, Brian D., (ed), *The Governance of Cyberspace*, Routledge, London, 1997.

Loader, Brian D., "The Governance of Cyberspace Politics, Technology and Global Restructuring," in Loader, Brian D., (ed), *The Governance of Cyberspace*, Routledge, London, 1997.

Logan, Robert, *United States Legal Research*, Legal Information Resources Ltd, Hebden Bridge, West Yorkshire, 1990.

Lowe, A. V., *Extraterritorial Jurisdiction*, Grotius Publications Limited, Cambridge, 1983.

Lowenfeld, Andreas F., *International Litigation and the Quest for Reasonableness*, Clarendon Press, Oxford, 1996.

Markensinis, B. S., (ed), *The Gradual Convergence, Foreign Ideas, Foreign Influences and English Law on the Eve of the 21st Century*, Clarendon Press, Oxford, 1994.

Mayer – Schönberger, Victor, and Foster, Tere E., "A Regulatory Web: Free Speech and the Global Information Infrastructure," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Merryman, John Henry, *The Loneliness of the Comparative Lawyer And Other Essays in Foreign and Comparative Law*, Kluwer Law International, The Hague, 1999.

Millstein, Julian S., Nueburger, Jeffrey D., Weingart, Jeffrey P., *Doing Business on the Internet Forms and Analysis*, Law Journal Seminar – Press, New York, 1997.

Millett, Peter, “Jurisdiction and Choice of Law in the Law of Restitution,” in Cheong, Chan Wing, Lai, Ho Hock, Beng, Lee Eng, Loon, Ng-Loy Wee, and Sood, Teo Keang, *Current Legal Issues in International Business Law*, Faculty of Law, National University of Singapore, 1997.

Mommers, Lauren, Book Review of Cairncross, Frances, *The Death of Distance. How the Communications Revolution Will Change our Lives*, 1998 39 EDI Law Review 4, 289.

Moore, Nick, *How to do Research*, 2nd ed, Library Association Publishing Ltd, London, 1987.

Murray, Andrew D., “Entering Into Contracts Electronically: The Real WWW,” in Edwards, Lillian and Waelde, Charlotte (eds), *Law and the Internet A Framework for Electronic Commerce*, Second Edition, Hart Publishing, Oxford, 2000.

MacDonald, R. St. J., and Johnston, Douglas M., “International Legal Theory: New Frontiers of the Discipline,” in MacDonald, R. St. J., and Johnston, D. M., *The Structure and Process of International Law*, Martinus Nijhoff Publishers, Dordrecht, 1986.

MacDonald, R. St. J., and Johnston, D. M., *The Structure and Process of International Law*, Martinus Nijhoff Publishers, Dordrecht, 1986.

MacLaren, James Anderson, *Court of Session Practice*, W Green and Son, Edinburgh, 1916.

MacLeod, I., Hendry, I. D., and Hyett, Stephen, *The External Relations of the European Communities*, Clarendon Press, Oxford, 1996.

McBryde, William W., *The Law of Contract in Scotland*, 2nd ed, W Green, Edinburgh, 2001.

McClellan, David, *Morris, The Conflict of Law*, 5th ed, Sweet and Maxwell, London, 2000.

Nadelmann, Kurt H., *Conflict of Laws: International and Interstate*, Martinus Nijhoff, The Hague, 1972

Nadelmann, Kurt H., “Jurisdictionally Improper Fora in Treaties on Recognition of Judgments: The Common Market Draft,” in *Conflict of Laws: International and Interstate*, Martinus Nijhoff, The Hague, 1972.

- Nanz, Klaus-Peter, "The Schengen Agreement: Preparing The Free Movement of Persons in the European Union," in Bieber, Roland, and Monar, Joerg, (eds), *Justice and Home Affairs in the European Union The Development of the Third Pillar*, European University Press, Brussels, 1995.
- Newman, Karl H., "The 1968 Brussels Convention and Subsequent Developments," in Carey Miller, D. L. and Beaumont, Paul R., (eds), *The Option of Litigating in Europe*, United Kingdom National Committee of Comparative Law, London, 1993.
- Newton, Justin, *The Uniform Interpretation of the Brussels and Lugano Conventions*, Hart, Oxford, 2002.
- Nicholson, C. G., and Stewart, A. L., (eds.), *Macphail Sheriff Court Practice*, 2nd ed, W Green, Edinburgh, 1998.
- North, P. M., (ed), *Contract Conflicts The EEC convention on the Law Applicable to Contractual Obligations: A Comparative Study*, North Holland Publishing Company, Amsterdam, 1982.
- North, P. M., "The E.E.C Convention on the Law Applicable to Contractual Obligations (1980): Its History and Main Features," in North, P. M., (ed), *Contract Conflicts The EEC convention on the Law Applicable to Contractual Obligations: A Comparative Study*, North Holland Publishing Company, Amsterdam, 1982.
- North, P.M., "Is European Harmonisation of Private International Law a Myth or Reality? A British Perspective," in De Boer, Th. M., *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990.
- North, P. M., and Fawcett, J. J., *Cheshire and North's Private International Law*, 12th ed, Butterworths, London, 1992.
- North, P. M., and Fawcett, J. J., *Cheshire and North's Private International Law*, 13th ed, Butterworths, London, 1999.
- North, P. M., "The Draft UK / US Judgments Convention: A British Viewpoint," in North, P. M., *Essays in Private International Law*, Oxford University Press, 1993.
- O'Malley, Stephen and Layton, Alexander, *European Civil Practice*, Sweet and Maxwell, London, 1989.
- Orna, Elizabeth and Stevens, Graham, *Managing Information for Research*, Open University Press, Buckingham, Philadelphia, 1995.
- Peers, Steve, *EU Justice and Home Affairs Law*, Pearson Education Limited, Harlow, Essex, 2000.

Perritt, Henry H., (Jnr), *Law and the Information Superhighway*, John Wiley and Sons Inc., New York, 1996.

Perritt, Henry H., Jr., "Jurisdiction in Cyberspace: The Role of Intermediaries," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.

Platto, Charles, (ed), *Enforcement of Foreign Judgments Worldwide*, Graham and Trotman, London, 1989.

Prebble, John, *Choice of Law to Determine the Validity and Effect of Contracts: A Comparison of English and American Approaches to the Conflict of Laws*, University of Cornell, University Microfilms Limited, High Wycom, 1972.

Pryles, Michael, C., and Hanks, Peter, *Federal Conflict of Laws*, Butterworths, Sydney, 1974.

Rammello, Stephan, *Corporations in Private International Law A European Perspective*, Oxford University Press, Oxford, 2001.

Ramsay, Iain (ed), *Consumer Law in the Global Economy, National and International Dimensions*, Dartmouth, Aldershot, 1997.

Rasmussen, Hjalte, *On Law and Policy in the European Court of Justice*, Martinus Nijhoff Publishers / Kluwer Academic Publishers, Lancaster, 1986.

Reed, Alan, "Jurisdiction and Choice of Law in a borderless electronic environment," in Akdeniz, Yaman, Walker, Clive and Wall, David (eds), *The Internet, Law and Society*, Pearson Education, Harlow, 2000.

Reed, Chris, *Internet Law, Text and Materials*, Butterworths, London, 2000.

Reed, Chris, *Internet Law, Text and Materials*, CUP, 2004.

Reidenberg, Joel R., "Governing Networks and Rule-Making in Cyberspace," in Kahin, Brian and Nesson, Charles, (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Reimann Mathias, *Conflict of Laws In Western Europe A Guide Through The Jungle*, Transnational Publishers, Inc., New York, 1995.

Rickett, Charles E.F., and Telfer, Thomas G.W., (eds), *International Perspectives on Consumers' Access to Justice*, Cambridge University Press, 2003.

Šarčević, Petar (ed), *International Contracts and Conflicts of laws A Collection of Essays*, Graham and Trotman / Martinus Nijhoff, London, 1990

Šarčević, Petar, and Van Houtte, Hans, *Legal Issues of International Trade*, Graham and Trotman / Martinus Nijhoff, London, 1990.

Schlechtriem, Peter, *XIIth International Congress of Comparative Law 1986 Sydney and Melbourne / Australia*, German National Reports (Private Law and Civil Procedure), Nomos Verlagesellschaft, Baden-Baden, 1987.

Schlesinger, Rudolf B., Baade, Hans W., Damaska, Mirjan R., and Herzog, Peter E., *Comparative Law, Cases, Texts and Materials*, 5th ed, The Foundation Press, Mineola, New York, 1988.

Scoles, Eugene F., and Hay, Peter, *Conflict of Laws*, 2nd ed, West Publishing Co, St Pauls Minnesota, 1992 together with 1995 packet.

Scoles, Eugene F., Hay, Peter, Borchers, Patrick J., and Symeonides, Symeon C., *Conflict of Laws*, 3rd ed, West Group, St Pauls Minnesota, 2000.

Scott, I. R., (ed), *International Perspectives on Civil Justice Essays in honour of Sir Jack I. H. Jacob Q. C.*, Sweet and Maxwell, London, 1990.

Shapira, Amos and Tabory, Mala (eds), *New Political Entities in Public and Private International Law*, Kluwer Law International, The Hague, 1999.

Sirinelli, Pierre, "L'Adequation Entre Le Village Virtuel et la Création Normative – Remise En Cause Du Rôle De L'Etat?" in Boele-Woelki, Katharina and Kessedjian, Catherine, *Internet Which Court Decides? Which Law Applies?* Kluwer Law International, The Hague, 1998.

Smith, Graham J. H., (ed), *Internet Law and Regulation*, 2nd ed, FT Law and Tax, London, 1996.

Stalev, Dr. Zhivko, "The Effects of Judgments as Remedies," in Scott, I. R., (ed), *International Perspectives on Civil Justice Essays in honour of Sir Jack I. H. Jacob Q. C.*, Sweet and Maxwell, London, 1990.

Stone, Peter, *The Conflict of Laws*, Longman, London, 1995

Stone, Peter, *Civil Jurisdiction and Judgments in Europe*, Longman, London, 1998.

Storrie, Marcel, "Procedural Consequences for a Common Private Law for Europe," in Hartkamp, A. S., Hesselink, M. W., Hondius, E. H., du Perron, C. E., and Vranken, J. B. M., *Towards a European Civil Code*, Martinus Nijhoff Publishers, London, 1994.

Sumampuuw, Mathilde, Barnhoorn, L. A. N. M., Freedberg-Swartzburg, Judith A., Tromm, J. J. M., Wade, J. A., (eds), *Law and Reality. Essays on National and International Procedural Law in Honour of Cornelius Carel Albert Voskuil*, Martinus Nijhoff Publishers, London, 1992.

- Susskind, Richard, *The Future of Law. Facing the Challenges of Information Technology*, Clarendon Press, Oxford, 1996.
- Swan, Edward J., *Building The Global Market A 4000 Year History of Derivatives*, Kluwer Law International, London, 2000.
- Symeonides, Symeon, C., (ed), *Private International Law at the End of the 20th Century: Progress or Regress?*, Kluwer Law International, London, 2000.
- Taylor, Paul, Book Review of Collin, Simon, *Doing Business on the Internet*, 3rd ed, [2000] CTLR 139.
- Tebbens, Harry Duintjer, Kennedy, Tom and Kohler, Christian, (eds), *Civil Jurisdiction and Judgments in Europe*, Butterworths, London, 1992.
- Torremans, Paul, "Private International Law Aspects of IP – Internet Disputes," in Edwards, Lillian and Waelde, Charlotte (eds), *Law and the Internet A Framework for Electronic Commerce*, Second Edition, Hart Publishing, Oxford, 2000.
- Tuori, Kaarlo, Bankowski, Zenon and Uusitalo, Jyrki, (eds), *Law and Power Critical and Socio-Legal Essays*, Deborah Charles Publications, Liverpool, 1997.
- Van Hoof, G. J. H., *Rethinking the Sources of International Law*, Kluwer Law and Taxation Publishers, Deventer, 1983.
- Van Der Hof, Simone, "European Conflict Rules Concerning International Online Consumer Contracts," 2003 12(2) Information and Telecommunications Law, 165.
- Van Loon, J.H.A., "The Increasing Significance of International Co-operation for the Unification of Private International Law," in Th. M. De Boer, *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990
- Van Rooij, René and Polak, Maurice V., *Private International Law in the Netherlands*, Kluwer Law and Taxation Publishers, The Hague, 1987.
- Verschuur, R Ch., *Unification and Comparative Law in Theory and Practice*, Kluwer Law and Taxation, Deventer, 1984.
- Volkmer, Ingrid, "Universalism and Particularism: The Problem of Cultural Sovereignty and Global Information Flow," in Kahin, Brian and Nesson, Charles, (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The MIT Press, Cambridge, Massachusetts, 1997.

Vonken, A.P.M.J., "Balancing Processes in International Family Law, On the determination and weighing of interests in the conflicts of laws and the 'openness' of the choice of law system," in Th. M. De Boer, *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990.

Von Wilmsky, Peter, "Choice of Law in International Insolvencies – A Proposal for Reform," in Basedow, Jurgen and Kono, Toshiyuki, (eds), *Legal Aspects of Globalization Conflict of Laws, Internet, Capital Markets and Insolvency in a Global Economy*, Kluwer Law International, The Hague, 2000.

Voskuil, C. C. A., and Wade, J. A., *Hague – Zagreb – Ghent Essays 8 on the Law of International Trade International Obligations Choice of Law Provisional Measures in Arbitration*, TMC Asser Institute, The Hague, 1991.

Wadlow, Christopher, *Enforcement of Intellectual Property in European and International Law*, Sweet and Maxwell, London, 1998.

Walden, Ian (ed), *EDI and the Law*, Blenheim Online, London, 1989.

Walter, Gerhard and Baumgartner, Samuel P., *Recognition and Enforcement of Foreign Judgments Outside the Scope of the Brussels and Lugano Conventions*, Kluwer Law International, The Hague, 2000.

Watkin, Thomas, G., (ed), *The Europeanisation of Law*, United Kingdom National Committee of Comparative Law, London, 1998.

Watson, Garry, "Issue Estoppel, Abuse of Process and Repetitive Litigation: The Death of Mutuality," in Scott, I. R., (ed), *International Perspectives on Civil Justice Essays in honour of Sir Jack I. H. Jacob Q. C.*, Sweet and Maxwell, London, 1990.
Weatherill, Stephen, *Cases and Materials on EC Law*, 3rd ed, Blackstone Press Limited, 1992.

Wedekind, W., (ed), *Justice and Efficiency General Reports and Discussions The Eighth World Conference on Procedural Law*, Dutch Association for Procedural Law, Kluwer Law International, Deventer, 1987.

Weiler, J. H. H., *The Constitution of Europe "Do the New Clothes Have an Emperor?" and Other Essays on European Integration*, Cambridge University Press, Cambridge, 1999.

Weintraub, Russell J., *Commentary on the Conflict of Laws*, 3rd ed, The Foundation Press, New York, 1986.

Weintraub, Russell J., *Commentary on the Conflict of Laws*, 4th ed., The Foundation Press, New York, 2001.

Weiss, Peter N., and Backlund, Peter, "International Information Policy in Conflict: Open and Unrestricted Access Versus Government Commercialization," in Kahin, Brian and Nesson, Charles (eds), *Borders in Cyberspace Information Policy and the Global Information Infrastructure*, The Mit Press, Cambridge, Massachusetts, 1997.

Westenberg, Johan W., "The Quest for Unification," in De Boer, Th M., *Forty Years On: The Evolution of Post War Private International Law in Europe, Symposium in Celebration of the 40th Anniversary of the Centre of Foreign Law and Private International Law, University of Amsterdam, on 27 October 1989*, Kluwer, Deventer, 1990.

Wolff, Martin, *Private International Law*, 2nd ed, Clarendon Press, Oxford, 1950.

WEBSITES

Advertising Association (UK), "A Summary of the Government's Consumer Strategy White Paper Modern Markets: Confident Consumers," CM4410 DT July 1999, <http://www.adassoc.org.uk/summary/whitepap.html>

Advertising Association (UK), "Position Paper on the Proposal to Adopt the Amended Brussels Convention and the Draft Rome II Convention as EU regulations Pursuant to Article 65 of the Amsterdam Treaty," <http://www.adassoc.org.uk/position/convent.html>

Advertising Information Group, The, Home Page, <http://www.aig.org/welcome.html>

Advertising Information Group, The, Strichting Stuurgroep Reclame, Responsibilities and Activities, <http://www.aig.org/taken.html>

Advertising Information Group, The, E-Commerce, EU: E-Commerce directive update Hearing on Country of Origin, <http://www.aig.org/notices/no72/ecommm.html>

Aftab.com, "Cyberjurisdiction," <http://www.aftab.com/cyberjurisdiction.html>.

Aguilar, John R., "Over the Rainbow European and American Consumer Protection Policy and Remedy Conflicts on the Internet and a Possible Solution," Winter 1999/2000, *International Journal of Communications Law and Policy*, Issue 4, http://www.ijclp.org/4_2000/pdf/ijclp_webdoc_4_4_2000.pdf at http://www.ijclp.org/4_2000?ijclp_webdoc_4_4_2000.html

Albany Law School, Maier, Harold G., "A Hague Conference Judgments Convention and United States Courts: A Problem and a Possibility," <http://www.als.edu/life/lr/v61.4/maier.html>

Albany Law School, Cox, Stanley E., "Why Properly Construed Due Process Limits on Personal Jurisdiction Must Always Trump Contrary Treaty Provisions," <http://www.als.edu/life/lr/v61.4/cox.html>

Albany Law School, Borchers, Patrick J., "Judgments Conventions and Minimum Contacts," <http://www.als.edu/life/lr/v61.4/borchers.html>

Albany Law School, Strauss, Andrew L., "Where America Ends and the International Order Begins: Interpreting the Jurisdictional Reach of the US Constitution in Light of a Proposed Hague Convention on Jurisdiction and Satisfaction of Judgments," <http://www.als.edu/life/lr/v61.4/strauss.html>

Albany Law School, Weintraub, Russell J., "Negotiating the Tort Long-Arm Provisions of the Judgments Conventions," <http://www.als.edu/life/lr/v61.4/weintraub.html>

Allen, Tom and Widdison, Robin, "Can Computers Make Contracts?" University of Durham, <http://www.dur.ac.uk/Law/centre/hjolt.html>.

Alomopc.org, Wood, Bill, "Where are we when we use the Internet?" <http://www.alomopc.org/claw/wood1000.html>

American Bar Association, ABA Jurisdiction Project Discussion Papers and Overviews, "Discussions – Sale of Goods and Services," <http://www.kent.edu/cyberlaw/docs/rfc/g2.rtf>.

American Bar Association, Internet Jurisdiction, ABA Project Discussion Papers and Overviews, <http://www.kentlaw.edu/cyberlaw/docs/rfc/index.html>.

American Bar Association, Internet Jurisdiction, Advertising / Consumer Protection, <http://www.kentlaw.edu/cyberlaw/advertising.html>.

American Bar Association, Internet Jurisdiction, An Overview of the Law of Personal (Adjudicatory) Jurisdiction: The United States Perspective," <http://kentlaw.edu/cyberlaw/docs/drafts/crawford.html>

American Bar Association, Internet Jurisdiction, Johnson, David R., Crawford, Susan P., and Jain, Samir, "Deferring to Contractual Choice of Law and Forum to Protect Consumers (and Vendors) in Ecommerce," Working Draft 16 August 1999, <http://www.kentlaw.edu/cyberlaw/docs/drafts/crawford.html>.

American Bar Association, Internet Jurisdiction, Project Documentation, <http://www.kentlaw.edu/cyberlaw/documents.html>.

American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on International Transactions, Donoghue, James P., "Litigation in Cyberspace Jurisdiction and Choice of Law: A United States Perspective," <http://www.abanet.org/buslaw/cyber/initiatives/usjuris.html>.

American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on Transnational Issues, Vartanian, Thomas P., "Whose Internet is it Anyway? The Law of Jurisdiction in Cyberspace: Achieving Legal Order Among the World's Nations," 2000 Global Internet Summit, 13-14 March 2000, <http://www.kentlaw.edu/cyberlaw/resources/global/ummit.rtf>.

American Bar Association, Section on Business Law, Committee on Cyberspace Law. Lindeberg, Agne, "Jurisdiction on the Internet – The European Perspective An Analysis of Conventions, Statutes and Case Law," 20 July 1997, <http://www.abanet.org/buslaw/cyber/initiatives/eujuris.html>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, "What's New?" Section, <http://www.abanet.org/buslaw/cyber>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, "Prospectus Transnational Issues in Cyberspace A Project on the Law Relating to Jurisdiction," <http://www.abanet.org/buslaw/cyber/initiatives/prospect.html>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, "Transnational Issues in Cyberspace A Project on the Law Relating to Jurisdiction," "Terms of Reference," <http://www.abanet.org/buslaw/cyber/initiatives/terms.html>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on International Transactions, Donoghue, James P., "Litigation in Cyberspace: Jurisdiction and Choice of Law A United States Perspective," <http://www.abanet.org/busaw/cyber/archive/jiusjuris.html>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, Legislative Reporters, Consumer Protection, <http://www.abanet.org...aw/cyber/legislation/consumer.html>

American Bar Association, Section on Business Law, Committee on Cyberspace Law, Winter Working Meeting, 26 and 27 January 2001, <http://www.abanet.org...law/cyber/meetings/winter2001.html>

American Corporate Counsel Association, Hague Conference on Private International Law, Kessedjian, Catherine, "Jurisdiction and Enforcement of Judgments," March 1997, International Jurisdiction and Foreign Judgments in Civil and Commercial Matters, <http://www.acca.com/gcadvocate/hague/juris/intro.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Special Commission on international jurisdiction and the effects of foreign judgments in civil and commercial matters," Working Document No 144E 10-20 November 1998, <http://www.acca.com/gcadvocate/hague/proposal.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Synthesis of the work of the Special Commission on International Jurisdiction and the effects of foreign judgments in civil and commercial matters." <http://www.acca.com/gcadvocate/synthesis/special.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Footnotes to Synthesis of the Work of the Special Commission on International Jurisdiction and the effects of foreign judgments in civil and commercial matters," <http://www.acca.com/gcadvocate/hague/scope/notes.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Chapter 1- Scope of the Convention," <http://www.acca.com/gcadvocate/hague/juris/chapterone.html>

American Corporate Counsel Association, Hague Conference on private International Law, "Chapter II- Direct International Jurisdiction," Preliminary Document, 1997, <http://www.acca.com/gcadvocate/hague/juris/chaptertwo.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Chapter III- Jurisdiction and Enforcement of Foreign Judgments," Preliminary Document, March 1997, <http://www.acca.com/gcadvocate/hague/juris/chapterthree.html>

American Corporate Counsel Association, Hague Conference on Private International Law, "Chapter IV- Interpretation of the Convention and Review of Operation," Preliminary Document, March 1997, <http://www.acca.com/gcadvocate/hague/juris/chapterthree.html>

American Law Institute, Catalogue of Publications, <http://www.ali.org/ali/catpage.html>.

American Law Institute, Civil Procedure, International Jurisdiction and Judgments Project, <http://www.ali.org/ali/INTLJURJUDGEPROJ.htm>

American Law Institute, Lowenfeld, Professor Andreas F., and Silverman, Professor Linda, Memorandum to the Council, Proposal for Project on Jurisdiction and Judgments Convention, http://www.ali.org/ali/1999_Lowen1.htm

American Law Institute, Memorandum from Professor Andreas F. Lowenfeld to The Council on the Subject of the Proposal for Project on Jurisdiction and Judgments Convention, 30 November 1998, (As Revised), http://www.ali.org/ali/1999_Lowen1.html

American Law Institute, Pfund, Peter H., "Intergovernmental Efforts to Prepare a Convention on Jurisdiction and the Enforcement of Judgments," http://www.ali.org/ali/1999_Pfund1.htm

American Law Institute, Principles and Rules of Transnational Civil Procedure, Preliminary Draft No2, March 17, 2000, Preface, http://www.ali.org/ali/trans_preface.htm

American Law Institute, Principles and Rules of Transnational Civil Procedure. Rules with Commentary, <http://www.ali.org/ali/trules-commentary.htm>

Asia-Pacific Economic Cooperation, "Consumer Protection in Electronic Commerce Report and Proposals for action following the APEC workshop on consumer protection held in Bangkok on 20 July 2000,
<http://www.ecommerce.gov/apec/meeting/07200/bangkokfollowup.html>

Angouleas, Emilios, "Restrictions to the Cross Border Provision of Financial Services by Internet Means in the EU," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks / Local Rules,
http://www.ilpf.org/confer/present00/avgouleas_pr/index.html.

Attorney General's Department, Australia, Lennard, Michael, "Weaving Ntes to Catch the Wind Extraterritorial and Supraterritorial Business Regulation in International Law," http://law.gov.au/aghome/legalpcl/oil/ITLC_97/Lennard.html

Attorney General's Department, Australia, "International Jurisdiction and the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters," "Issues Paper 3, International Electronic Commerce," November 2000,
<http://law.gov.au/publications/hagueissues3.html>

Australian Law Reform Commission, The, Selected Bibliography,
http://www.austlii.edu.au/cgi-bin/disp.pl...tion+and_consumer+and+electronic+commerce

Australian Law Reform Commission, The, ARLC 80, Finance and Electronic Commerce, <http://www.austlii.edu.au>

Australian Law Reform Commission, The, ARLC 80, International Agreements,
<http://www.austlii.edu.au>

Australia National University, Levinston, John, International Commercial Law, Jurisdiction and ADR Clauses, <http://www.anu.edu.au>.

BBC News, Business Section, Emmett, Sue, "Web Retailers 'breaking law'," 13 March 2001, http://news.bbc.co.uk/hi/english/business/newsid_1217000/1217192.stm

BBC News, Business Section, "From Boffin to Entrepreneur," 8 June 2000,
http://news.bbc.co.uk/hi/english/business/newsid_687000/687228.stm

BBC News, Business Section, "Protecting the Armchair Consumer," 29 October 2000, http://news.bbc.co.uk/hi/english/business/newsid_994000/994560.stm.

BBC News, Business Section, Ward, Mark, "Putting Trust Online," 18 July 2000,
http://news.bbc.co.uk/hi/english/business/newsid_839000/839112.stm

BBC News, In Depth, E-Cyclopedia, "Dot.com: Just a bit to dot. common?"
http://news.bbc.co.uk/hi/english/special.../99/e-cyclopedia/newsid_665000/665139.stm.

BBC News, Scotland, "Scots 'scared' of internet shopping," 7 May 2001, http://www.news.bbc.co.uk/hi/english/uk/scotland/newsid_1315000/131577.html

BBC News, UK, "Online consumers 'lack protection'" 20 June 2001, http://news.bbc.co.uk/hi/english/uk/newsid_1398000/1398009.stm

BBC News, Business Section, Neligan, Myles, "Ten Years of Selling in Cyberspace," 25 October 2004, available at <http://news.bbc.co.uk/1/hi/business/3945775.stm>

Beale, Matthew, W., "EU Moves on E-Commerce," E-Commerce Times, 11 May 1999, <http://www.ecommercetimes.com/news/articles/990511-3.shtml>.

Beale, Matthew, W., "EU says "No to Spam, Yes to E-Commerce," " 3 September 1999, E-Commerce Times, <http://www.ecommercetimes.com/news/articles/990903-3.shtml>.

Beauprez, Jennifer, "Big Marketers Plan Ad Campaign to Ease Consumer's Online Privacy Fears," Newsfactor, 24 August 2000, <http://www.newsfactor.com/news/articles2000/000824-sm1.shtml>.

Bell, Tomas, "Private Harmonization: Practical Strategies for Cross Border eBusiness," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks / Local Rules, http://www.ilpf.org/confer/present00?bell_pr/index.html.

Beltran, Javier, "What a Local Internet Company can do About Legal Uncertainty in Cyberspace: A Policy Proposal on How to Deal with the International Jurisdiction, Judgment Enforcement, and Conflict of Law Problems Posed by the Internet," 27th November 2001, 2001 B.C. Intell. Prop. & Tech F. 112701, http://www.bc.edu/bc_org/avp/law/st_org/iptf/articles/content/2001112701.html

Berkeley Technology Law Journal, BLTJ Symposia, Index, <http://www.law.berkeley.edu/journals/btlj/symposium/symposia.htm>

Berman, Paul Schiff, "The Globalization of Jurisdiction: Cyberspace, Nation-States and Community Definition," University of Connecticut School of Law, http://papers.ssrn.com/sol3/papers.cfm?abstract_id=304621 at http://papers.ssrn.com/paper.taf?abstract_id=304621.

Better Business Bureau, Home Page, <http://bbbonline.org>.

bin Othman Luk, Azman, "Jurisdiction and Cross Border e-Commerce," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks / Local Rules, http://www.ilpf.org/confer/present00/bin_pr/index.html.

Blakey, Elizabeth, "One World, One Internet?," E-Commerce Times, 18 September 2000, <http://www.ecommercetimes.com/news/viewpoint2000/view-000918-1.shtml>.

Borchers, Patrick J., "Judgments Conventions and Minimum Contacts," Albany Law School, <http://www.als.edu/life/lr/v61.4/borchers.html>

Borchers, Patrick J., "Back to the Past: Anti-Pragmatism in American Conflicts of Laws," *Mercer Law Review*,
<http://www.law.mercer.edu/lawreview/Articles/48204.htm>

Bradgate, Robert, "The EU Directive on Distance Selling," [1997] 4 *Web JCLI*,
<http://www.webjcli.nlc.ac.uk/1997/issue4/bradgat4.html>.

Brandt, Alan, "ABA Focuses on Transnational Jurisdiction Issues in Cyberspace," *Internet Law Journal*, The, Litigation Section, 15 November 1999,
<http://www.internetlawjournal.com/contest/litigationheadline11159902.html>

Brazilian Electronic Journal of Economics, Ghosh, Rishab Aiyer, "Cooking pot markets: an economic model for the trade in free goods on the Internet," 29 July 1998,
<http://www.beje.decon.ufpe.br/ghosh/cooking.html>

Brazilian Electronic Journal of Economics, Mundim, Ana Paula Freitas, "SME's in Global Market: Challenges, Opportunities and Threats," 26 June 2000,
<http://www.beje.decon.ufpe.br/v3n1/mundim/munidm.html>

Baker and McKenzie, Pearson, Nick and Morgan, Julie, "Reconciling conflicting provisions of the Brussels Convention,"
http://bakerinfo.com/Publications/Documents/687_txt.html

Boston College, Beltran, Javier, "What a Local Internet Company Can Do About Legal Uncertainty in Cyberspace: A Policy Proposal on How to Deal With the International Jurisdictional, Judgment Enforcement, and Conflict of Laws Problems Posed by the Internet," 27 November 2001,
http://www.bc.edu/bc_org/avp/law/st_org/iptf/articles/content/2001112701.html

Brazilian Electronic Journal of Economics, Home Page, 26 June 2000,
<http://www.beje.decon.ufpe.br/>

Bristol University, Law School, Mark Gould's Home Page, On-line Publications, "Governance of the Internet – a UK Perspective,"
<http://areanet.law.bris.ac.uk/Harvard/HarvardFinal.html>.

Brooklyn Journal of International Law, Home Page,
<http://www.brooklaw.edu/law/journals/bjil/>

Brooklyn Law Journal, Symposium Enforcing Judgments Abroad: The Global Challenge, Volume XXIV:1 1998,
<http://www.brooklaw.edu/law/journals/bjil/bji24ltc.html>

Burk, Dan L., "Jurisdiction in a World Without Borders," 1 *Va J L & Tech* 3 (Spring 1997), http://vjolt.student.virginia.edu/graphics/vol1/vol1_art3.htm

Butterworths, "California Supreme Court asked to rule against 'worldwide jurisdiction' of internet," 23 January 2002, <http://melbourne.butterworths.co.uk/cgi-bin/db/query-pl?sv=Ecommerce&id=11245&dp...>

Canada News Wire, First Global Electronic Commerce Conference,
<http://www.newswire.ca/releases/April1999/27/c6106.html>

Centre for Commercial Law Studies, Private International Law,
<http://www.ccls.edu/edu/links/private/index.html>

Center for Democracy and Technology, "International Jurisdiction,"
<http://www.cdt.org/jurisdiction/>

Chicago Kent College of Law, Illinois Institute of Technology, Internet Jurisdiction,
Johnston, David R., Crawford, Susan P., Jain, Samir, "Deferring to Contractual
Choices of Law and Forum to Protect Consumers (and Vendors) in Ecommerce,"
Working Draft 16 August 1999,
<http://www.kentlaw.edu/cyberlaw/docs/drafts/crawford.html>

Chicago Kent College of Law, (with American Bar Association), Internet Jurisdiction,
Transnational Issues in Cyberspace: A Project on the Law Relating to Jurisdiction,"
Call for Participants, <http://www.kentlaw.edu/cyberlaw/docs/cfp.html>

Chicago Kent College of Law, (with American Bar Association), Internet Jurisdiction,
Internet Jurisdiction, Advertising / Consumer Protection
<http://www.kentlaw.edu/cyberlaw/advertising.html>

Chicago Kent College of Law, (with American Bar Association), Internet Jurisdiction,
Internet Jurisdiction, Project Documentation,
<http://www.kentlaw.edu/cyberlaw/documents.html>

City Information Group, Home Page, <http://www.cityinfogroup.co.uk/aboutcig.htm>
Clinton, President William J., and Gore Jr, Vice President Al, "A Framework for
Global Electronic Commerce," 18 March 1998,
<http://www.iitf.nist.gov/electcomm/ecom.htm>

Cnet.com, Hu, Jim, "Out-of-state resident can be sued in DVD case," 7 August 2001,
<http://news.cnet.com/news/0-1005-202-6808196.html>

Conner, Cheryl L., "Compuserve v Patterson: Creating Jurisdiction Through Internet
Contracts," 4 Rich JL & Tech 9 (Spring 1998),
<http://www.richmond.edu/~jolt/v4i3/conner.html>
Consumer Project on Technology, <http://lists.essential.org/pipermail/hague-jur-commercial-law/>,

Cordis.Iu, "New Method of Work and Electronic Commerce," Brussels, 12 & 13 July
2000, <http://www.cordis.iu/ist/ka2/welcome.html>

Cordis.Iu, The European Commission, IST Web Site, Home Page,
<http://www.cordis.iu/ist/home.html>

Cordis.Iu, Fifth Framework Programme, <http://www.cordis.iu/fp5/results.htm>

Cohen, Tod, "Cross Border Issues in Copyright And Trademark Law: Cross Border Cases – New Technologies," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000,
http://www.ilpf.org/confer/present00/cohen_pr/index.html.

Cole, Steven J., and Underhill, Charles I., "Protecting Consumers in Cross – Border Transactions: A Comprehensive Model for Alternative Dispute Resolution," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000,
http://www.ilpf.org/confer/present00/blumenfeld_pr/blumerfeld1_pr.html.

Commission on European Contract Law at
http://www.cbs.dk/departments/law/staff/ol/commission_on_ecl/index.html

Computer Law Review and Technology Journal, Lustberg, Lori A., "Current Advertising Regulations and the Internet," Summer 1998,
<http://www2.smu.edu/csr/Sum98-2-Lustberg.pdf> at
<http://www2.smu.edu/csr/articles.html>.

Confederation of British Industry, Europe Update, Weekending 3/11/00, Issue No 20/00, <http://www.cbi.org.uk>.

Conner, Cheryl L., "Compuserve v Patterson, Creating Jurisdiction Through Internet Contacts," 4 Rich J L & Tech 9 (Spring 1998),
<http://www.urich.edu/~jolt/v4i3/conner.html>.

Consumer-ministry.govt.nz, Ministry of Consumer Affairs, New Zealand Model Code for Consumer Protection in Electronic Commerce, October 2000,
http://www.consumer-ministry.govt.nz/papers/model_code.doc at
http://www.consumer-ministry.govt.nz/model_code.htm

Consumers International, Home Page, <http://www.consumersinternational.org>
Consumers International, Annual Report 1999, Index,
<http://www.consumerinternational.org/annualreport/index.html>

Consumers International, Annual Report 1999, Regional Offices and Programmes,
<http://www.consumersinternational.org/annualreport/99/main.html>.

Consumers International, Helpful Links,
<http://www.consumersinternational.org/links.html>

Consumers International, World Consumer, Global Newsletters,
<http://www.consumersinternational.org/newsletters/index.html>

Consumers International, Campaigns and Issues,
<http://www.consumersinternational.org/campaigns/index.html>

Consumers International, Members Directory,
<http://www.consumersinternational.org/members/index.html>.

Consumers International, "Consumers, Social Justice and the World Market – Statement from Consumers International's 16th World Congress,"
<http://www.consumersinternational.org/congressstate.html>

Consumers International, "Consumers@Shopping, An International Comparative Study of Electronic Commerce, Programme for Developed Economies and Economies in Transition,"
<http://www.consumersinternational.org/campaigns/electronic/e-comm.html>

Consumers International, Press Release, Gethin, Chris and Gribble, Suzanne, "Cyber Rules for Consumer Protection Urgently Needed Says International Federation," 6 September 1999,
<http://www.consumersinternational.org/news/pressrelease/electronic060999.html>

Consumer World, Consumer, Agencies and Organisations,
<http://consumerworld.org/pages/agencies.htm>

Consumer World, Consumer, Internet Resources, What's New Listing, Search Engines, <http://consumerworld.org/pages/internet.html>

Cornell University Law School, Legal Information Institute, Conflicts of Law: An Overview, <http://www.secure.law.cornell.edu/topics/conflicts.html>.

Cox, Stanley E., "Why Properly Construed Due Process Limits on Personal Jurisdiction Must Always Trump Contrary Treaty Provisions," Albany Law School, <http://www.als.edu/life/lr/v61.4/cox.html>

Cox, Stanley E., "The Interested Forum," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48215.htm>

CRM Daily.com, Greenberg, Paul A., "Blurring the Borders of E-Commerce," 3 July 2001, <http://www.crmdaily.com/perl/printer/11674>.

Cyberatlas, "E-Commerce Shows Slight Gains in August,"
http://cyberatlas.internet.com/markets/retailing/article/0,6061_891161,00.htm

Cyberia Twinkle, "The European Ombudsman's Decision on complaint 614/97/PD against the Council of Ministers Re: The Proposal for the establishment of the: "Centralised EU Convention Causebook and Judgment Registry Database,"
<http://www.cyberia.ie/~twinkle/intro.html>.

Cyberia Twinkle, "Stop hiding behind the Third Pillar!:- The Case for Establishment of the Centralised EU Convention Causebook and Judgment Registry Database,"
http://www.cyberia.ie:80/~twinkle/ifip_speech_new.html.

Cyberia Twinkle, "The EU member States' Responses to the Scheme Index,"
<http://www.cyberia.ie:80/~twinkle/countries.html>.

Cyberia Twinkle, "The Comment from the Council of the European Council to the European Ombudsman," <http://www.cyberia.ie:80/~twinkle/comments2.html>.

Cyberia Twinkle, "Civil Jurisdiction and Judgments in Europe Proceedings of the Colloquium on the Interpretation of the Brussels Convention by the Court of Justice considered in the context of the European Judicial Area," Luxembourg, 11 and 12 March 1991, <http://www.cyberia.ie:80/~twinkle/mdarmon.html>.

Cyberia Twinkle, "Some of the letters received expressing support for the proposed scheme," <http://www.cyberia.ie:80/~twinkle/endorsement.html>.

Cyberia Twinkle, Egan, Twinkle "A Single Market for everything – except Justice: The Case for Establishment of the Centralised EU Convention Causebook and Judgment Registry Database," <http://www.cyberia.ie:80/~twinkle/bileta98.html>.

Cyberia Twinkle, Egan, Twinkle and Carroll, Brian, "The Brussels Convention: Current Problems and Future Technology Produce a More Cohesive System?" <http://www.cyberia.ie/~twinkle/speech.html>.

Cyberia Twinkle, "European Parliament Draft Report on the proposal for a Council Regulation (EC) on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (COM (1999) 348 final – C5 – 0169/1999 – 99/0154(CNS))" <http://www.cyberia.ie>

Cyberia Twinkle, "Report on the System," <http://www.cyberia.ie/~twinkle/page3.html>.

Cyberia Twinkle, "Proposed System for the Centralised EU Convention Causebook and Judgment Registry Database, Index," <http://www.cyberia.ie/~twinkle/apge2.html>.

Cyberia Twinkle, "The Brussels Convention on Jurisdiction and the Enforcement of Foreign Judgments, Papers and Precedents from the Joint Conference with the Union des Avocats Européens held in Cork, September 1989, Table of Contents," <http://www.ucc.ie/ucc/depts/law/irishlaw/causebk/cover.html>.

Cyberia Twinkle, Moloney, Gerald and Robinson, Nicholas K., (eds), "Papers and Precedents from the Joint Conference with the Union des Avocats Européens held in Cork, September 1989," <http://www.cyberia.ie/~twinkle/cover.html>.

Cyberspace Law Institute, The, Johnson, David R., and Post, David G., "And How Shall the Net Be Governed? A Meditation on the Relative Virtues of Decentralized, Emergent Law," Draft 9/5/96, <http://cli.org/emdraft.html>.

Cyberspace Law Institute, The, Johnson David R., and Post, David G., "Law and Borders – The Rise of Law in Cyberspace," http://www.cli.org/x0025_LBFIN.html.

Cyberspacelaw.org, Learning Law in Cyberspace, Kesan, Jay, "Personal Jurisdiction in Cyberspace," <http://www.cyberspacelaw.org/kesan/>

Cyberspacelaw.org, Learning Law in Cyberspace, Kesan, Jay, "Personal Jurisdiction in Cyberspace: Passive Web Sites," <http://www.cyberspacelaw.org/kesan/kesan3.htm>

Cyberspacelaw.org, Learning Law in Cyberspace, Kesan, Jay, "Personal Jurisdiction in Cyberspace: Interactive Web Sites and Persistent Contacts," <http://www.cyberspacelaw.org/kesan/kesan2.htm>

Cyberspacelaw.org, Learning Law in Cyberspace, Kesan, Jay, "Personal Jurisdiction in Cyberspace: Nature of Plaintiff's Claim," <http://www.cyberspacelaw.org/kesan/kesan5.htm>

Davies, Lars J., "A Model For Internet Regulation? Constructing a Framework for Regulating Electronic Commerce," at p.3; http://www.e-global.es/011_davies_modelregulation.pdf at http://www.e-global.es/libros_001.htm#2

Dearing, Mark C., "Personal Jurisdiction and the Internet: Can the Traditional Principles and Landmark Cases Guide the Legal System into the 21st Century?" 4 J Tech L & Pol'y 4, (Spring 1999), <http://journal.law.ufl.edu/~techlaw/4/dearing.html>

Decker, Ute, "The International Dimension of Copyright," Internet Law and Policy Forum, The, Jurisdiction II: Global Networks/Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00/decker_pr/index.html.

Dembeck, Chet, "Are EU Initiatives Just Another Wish List?" E-Commerce Times, 9 December 1999, <http://www.ecommercetimes.com/news/viewpoint/view-991209-1.shtml>.

Dennis, Sylvia, "UK Legal Issues E-Commerce International Loophole Warning," E-Commerce Times, 20 January 2000, <http://www.ecommercetimes.com/news/articles2000/000120-nb2.shtml>.

Department of Communications, Republic of South Africa, "Green Paper on Electronic Commerce for South Africa," November 2000, <http://www.ecomm-debate.co.za/greenpaper/index.html>.

Department of Trade and Industry, Communications and Information Society, "Building Confidence in Electronic Commerce, A Consultation Document," http://www.dti.gov.uk/cii/elec/elec_com.html.

Department of Trade and Industry, Consultation Paper, "European Commission Proposals for Changes to Article 13 of the Brussels Convention, Responses to DTI Consultation Paper," <http://www.dti.gov.uk/cacp/ca/brussels.html>

Department of Trade and Industry, Consultation Paper, "Consultation Document on Implementation of the E-Commerce Directive," <http://www.dti.gov.uk/ecommerce/europeanpolicy/Chapter2.pdf> at http://www.dti.gov.uk/ecommerce/europeanpolicy/ecommerce_directive.shtml#public

Department of Trade and Industry, Consumer Affairs Directorate, "Revision of the Brussels Convention and Proposals for a Community Regulation: Implications for Electronic Commerce," Seminar held at the Department of Trade and Industry on 15 October 1999, <http://www.dti.gov.uk/CACP/ca/consultation/ecom.html>

Department of Trade and Industry, Consumer Affairs Directorate, Guidance Note: Cross Border Consumer Contractual Disputes: Which Country Has Jurisdiction and Which Law Applies?, <http://www.dti.gov/CACP/ca/policy/jurisdiction/rules.htm>

Department of Trade and Industry, Consumer Affairs Directorate, No. CA008/01, The Consumer Provisions of The Brussels Regulation on Jurisdiction: Consultation on Draft Guidance Note, <http://www.dti.gov/CACP/ca/consultation/jurisdiction.htm>

Department of Trade and Industry, Distance Selling Bulletin Board, "News @ 28 June 2000," <http://www.dti.gov.uk/CACP/dsdbulletin.html>.

Department of Trade and Industry, "E-Commerce : Confidence for Business and Consumers," 10 August 2001,
<http://213.38.88.195/802566FC004AC...AC65480256AA005BB1BF?OpenDocument>

Department of Trade and Industry, "European Commission Proposals for Changes to Article 13 of the 1968 Brussels Convention, Consultation Paper,"
<http://www.dti.gov.uk/cacp/ca/ecommerce.html>.

Department of Trade and Industry, "Modern Markets, Confident Consumers," White Paper, <http://www.dti.gov.uk/consumer/whitepaper/wpmenu.htm>

Department of Trade and Industry, "Notification of Consultation Document Lists,"
<http://www.parliament.the-stationery-offi...=&URL=/pa/cm199900/cmwib/wb000415/wgp.html>.

Department of Trade and Industry, The Consumer Gateway, Home Page,
<http://consumer.gov.uk>.

Department of Trade and Industry, The Consumer Gateway, Shopping,
http://www.consumer.gov.uk/consumer_web/shopping.html.

Department of Trade and Industry, "The Electronic Commerce Directive, (00/31/EC)," http://www.dti.gov.uk/cii/ecommerce..anpolicy/e-commerce_directive.shtml

Department of Trade and Industry, Distance Selling Bulletin Board, News @ 31 August 2000, "Home Shopping – Distance Selling Regulations Published,"
<http://www.consumer.gov.uk/CACP/ca/dsdbulletin.html>.

Devoto, Mauricio, "IT Global Initiatives in Latin America: Is It A Dream?" Internet Law and Policy Forum, The, Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/devoto_pr/index.html.

Disini, J. J., "Philippine perspective on Jurisdiction and cross Border eCommerce," Internet Law and Policy Forum, Jurisdiction II: Global Networks/ Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/disini_pr/index.html.

Dogauchi, Masato, "Respect for the Act of Foreign State: The Validity of Foreign Patents," Internet Law and Policy Forum, Jurisdiction II: Global Networks/ Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/dogauchi_pr/index.html.

Dotcom.com, "Consumers- The Next Big Wave?" 12 January 2001, <http://www.dotcom.com/news/bigwave.html>

Dr Ecommerce, Home Page, <http://www.Dr.Ecommercedocs>.

Dr Ecommerce, Hobley, Christopher, "Just Numbers," January 2001, http://www.europa.eu.int/ISPO/ecommerce/documents/Just_numbers.pdf at <http://www.drecommerce.com/justnumbers.html>

EJCL, Comparative Law and the Internet, Abstract, <http://www.law.kub.nl/ejcl/32/abs32-1.html>

Eckert, Seamans, Cherin and Mellott, LLC, "Personal Jurisdiction and the Internet," April 23rd 1999, <http://www.escm.com/new/seminarsd/APR2399.html>.

Ecommercegroup.org, "Guidelines for Merchant-to-Consumer Transactions and Commentary," <http://www.ecommercegroup.org/guidelines.htm>

Ecommercegov.nz, Ecommerce, Consumers and Electronic Commerce, <http://www.ecommerce.gov.nz/consumer/ndex.html>

E-Commerce Times, "E-Commerce Times News Archives," List from 10 Feb1999 – 25 Aug 2000, <http://www.ecommercetimes.com/archives>.

E-Commerce Times, "E-Commerce Success Story: Buy Direct," http://www.ecommercetimes.com/success_stories/success-buydirect.shtml.

E-Commerce Times, Beale, Matthew, W., "EU Moves on E-Commerce," 11 May 1999, <http://www.ecommercetimes.com/news/articles/990511-3.shtml>.

E-Commerce Times, Hillebrand, Mary, "Industry Leaders to Gather in France for E-Commerce Summit," 14 July 1999, <http://www.ecommercetimes.com/news/articles/990714-4.shtml>.

E-Commerce Times, Beale, Matthew, W., "EU says "No to Spam, Yes to E-Commerce," " 3 September 1999, <http://www.ecommercetimes.com/news/articles/990903-3.shtml>.

E-Commerce Times, Greenberg, Paul A., "Frustrated Shoppers Still A Problem for E-tailers," http://www.ecommercetimes.com/news/special_reports/service.html.

E-Commerce Times, Hillebrand, Mary, "International Group Calls for Global Shopping Protections," 8 September 1999,
<http://www.ecommercetimes.com/news/articles/990908-1.shtml>.

E-Commerce Times, Saliba, Clare "AOL Beefs Up E-Shopping Tool," 19 September 2000, <http://www.ecommercetimes.com/news/articles2000/000919-2.shtml>.

E-Commerce Times, Blakey, Elizabeth, "One World, One Internet?," 18 September 2000, <http://www.ecommercetimes.com/news/viewpoint2000/view-000918-1.shtml>

E-Commerce Times, Spiegel, Rob, "Cybercrooks Stealing \$200 Billion Annually," 6 October 1999, <http://www.ecommercetimes.com/news/articles/991006-2.shtml>.

E-Commerce Times, Greenberg, Paul A., "Europe Struggles to Standardize E-Commerce Laws," 1 November 1999,
<http://www.ecommercetimes.com/news/articles/991101-2.shtml>.

E-Commerce Times, Dembeck, Chet, "Are EU Initiatives Just Another Wish List?" 9 December 1999, <http://www.ecommercetimes.com/news/viewpoint/view-991209-1.shtml>.

E-Commerce Times, Dennis, Sylvia, "UK Legal Issues E-Commerce International Loophole Warning," 20 January 2000,
<http://www.ecommercetimes.com/news/articles2000/000120-nb2.shtml>.

E-Commerce Times, Greenberg Paul A., "Business Leaders Seek to Break E-Tax Deadlock," 10 February 2000,
<http://www.ecommercetimes.com/news/articles2000/000210-5.shtml>.

E-Commerce Times, Greenberg Paul A., "US Insurance Giants: Declare Net a Free-Trade Zone," 10 February 2000,
<http://www.ecommercetimes.com/news/articles2000/000210-2.shtml>.

E-Commerce Times, Hillebrand, Mary, "New Virginia Law Fuels E-Tax Controversy," 16 March 2000,
<http://www.ecommercetimes.com/news/articles2000/000316-2.shtml>.

E-Commerce Times, Greenberg Paul A., "US Mobilises Against Future Viruses," 10 May 2000, <http://www.ecommercetimes.com/news/articles2000/000510-5.shtml>.

E-Commerce Times, McDonald, Tim, "Study: E-Commerce Flourishing in Northern Europe," 13 June 2000, <http://www.ecommercetimes.com/news/articles2000/000613-2.shtml>.

E-Commerce Times, Enos Lori, "Report: UK Consumers Distrust E-Commerce," 3 August 2000, <http://www.ecommercetimes.com/news/articles2000/000803-1.shtml>.

E-Commerce Times, Weisman, Jon, "A Net Without E-Commerce?" 19 September 2000, <http://www.ecommercetimes.com/news/articles2000/000919-3.shtml>.

E-Commerce Times, Saliba, Clare, "Dell to Launch B2B Marketplace," 21 September 2000, <http://www.ecommercetimes.com/news/articles2000/000921-2.shtml>.

E-Commerce Times, Morrow, James M., "Study: E-Shoppers Undaunted by Holiday Snafus," 27 September 2000, <http://www.ecommercetimes.com/news/articles2000/000921-8.shtml>.

E-Commerce Times, Enos, Lori, "FTC Seeks New Global E-Commerce Laws," 7 September 2000, <http://www.ecommercetimes.com/news/articles2000/000907-1.shtml>.

E-Commerce Times, Enos, Lori, "Canadian Retailers Limping Online," 13 September 2000, <http://www.ecommercetimes.com/news/articles2000/000913-2.shtml>.

E-Commerce Times, Enos, Lori, "European Commission Hatches New Plan for E-Commerce," 9 February 2001, <http://www.ecommercetimes.com/perl/stroy/738.html>

E-Commerce Times, Hillebrand, Mary, "One Year Ago: Computers Still Top Item," 12 September 2000, <http://www.ecommercetimes.com/news/articles2000/000912-tc.shtml>.

E-Commerce Times, Enos, Lori, "AMEX to Offer "Disposable" Credit Card Numbers," 8 September 2000, <http://www.ecommercetimes.com/news/articles2000/000908-2.shtml>.

E-Commerce Times, Enos, Lori, "Asia Seeks E-Commerce Parity," 27 November 2000, <http://www.ecommercetimes.com/perl/story/5491.html>.

E-Commerce Times, Macaluso, Nora, "US Maintains E-Commerce Edge," 6 September 2000, <http://www.ecommercetimers.com/news/articles2000/000906-4.shtml>.

E-Commerce Times, McGuire, David, "Nader Seeks Global E-Consumer Safety Panel," 10 January 2001, <http://www.ecommercetimes.com/perl/story/6593.html>.

E-Commerce Times, Saliba, Clare and Enos, Lori, "US E-Commerce Shows Solid Q2 Growth," 1 September 2000, <http://www.ecommercetimes.com/news/articles2000/000901-1.shtml>.

E-Commerce Times, Saliba, Clare, "California Lawmakers Push for Net Tax," 31 August 2000, <http://www.ecommercetimes.com/news/articles2000/000813-8.shtml>.

E-Commerce Times, Saliba, Clare, "US Issues E-Commerce Warning," 5 December 2000, <http://www.ecommercetimes.com/perl/story/5706.html>.

E-Commerce Times, Weisman, Robyn, "Yahoo! Stand May Help Define International Net Law," 22 February 2001, <http://www.ecommercetimes.com/perl/story/7692.html>

Economist.com, "The Internet's Legal Conundrum," 5 June 2001,
http://www.economist...a/displayStory.cfm?story_id=645750

Economist.com, "The Internet's new borders," 9 August 2001,
http://www.economist.c...rinterFriendly.cfm?Story_ID=730089

Economist.com, "Putting it in its place," 9 August 2001,
http://www.economist...rinterFriendly.cfm?Story_ID=729808

EFTA, EFTA Secretariat, <http://secretariat.efta.int/>

Egan, Twinkle "A Single Market for everything – except Justice: The Case for Establishment of the Centralised EU Convention Causebook and Judgment Registry Database," Cyberia Twinkle, <http://www.cyberia.ie:80/~twinkle/bileta98.html>.

Egan, Twinkle and Carroll, Brian, "The Brussels Convention: Current Problems and Future Technology Produce a More Cohesive System?" Cyberia Twinkle, <http://www.cyberia.ie/~twinkle/speech.html>.

E-global.es, Byrne, David, "Making the Virtual Virtuous – towards a new approach to e-consumers," http://www.e-global.es/speech_00_65_en%5BI%5D.pdf at http://www.e-global.es/libros_005.htm#1

E-global.es, Cheskin Research and Studio Archetype / Sapiient, eCommerce Trust Study, January 1999, http://www.e-global.es/trust_study.pdf at http://www.e-global.es/libros_005.htm#1

E-global.es, Davies, Lars, "A Model for Internet Regulation? Constructing a Framework for Regulating Electronic Commerce," http://www.e-global.es/011_davies_modelregulation.pdf at http://www.e-global.es/libros_001.htm#2

E-global.es, E-Commerce Sections of E-Global Paper Free! http://www.e-global.es/libros_001.htm

E-global.es, European Commission, US Perspectives on Consumer Protection in the Global Electronic Marketplace, Federal Trade Commission Notice Requesting academic papers and public comment, Comments by the European Commission, 21/4/99, http://www/e-global/es/e_comm01_en.pdf at http://www.e-global.es/libras_005.htm#1

E-global.es, European Commission DG XXIII, "Trust Enhancing Initiatives in electronic commerce," <http://www/e-global.es/etrust.pdf> at http://www.e-global.es/libros_005htm#1

E-global.es, Farquhar, B., Longmann, G., and Balfour, Adam, « Consumer Needs in Global Electronic Commerce. The Role of Standards in Addressing Consumer Concerns," <http://www.e-global.es/consumer%20needs.pdf> at http://www.e-global.es/libros_005.htm#1

E-global.es, Garnett, Richard, "Conflicts of Rules and Cybercommerce: An Australian Perspective," http://www.e-global.es/010_conflicts_garnett.pdf at http://www.e-global.es/libros_001.htm#2

E-global.es, Main initiatives and Projects Relating to Electronic Commerce for SME's, <http://www.e-global.es/initiatives.htm>

E-global.es, Measuring E-Commerce, Recommendations for a Dutch E-Commerce Monitor, http://www.eglobal.es/measuring_nl.pdf at http://www.eglobal.es/libros_001.htm

E-global.es, Spindles, Gerald, "Private International Law and consumer protection," http://www.e-global.es/010_privatelaw_spindler.pdf at http://www.e-global.es/libros_001.htm#2

Eichelberger, Jon, "A Legal Perspective: The Impact of WTO on Foreign Investment in China's Internet/E-Commerce Sector," Internet Law and Policy Forum, Jurisdiction II: Global Networks/Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00?eichelberger_pr/index.html.

Electronic Commerce and Consumer Protection Group, "Press Information," <http://www.ecommercegroup.org/press.html>.

Electronic Commerce and Consumer Protection Group, "Home Page," <http://www.ecommercegroup.org/>

Electronic Commerce and Consumer Protection Group, "Guidelines for Merchant-to-Consumer Transactions and Commentary," <http://www.ecommercegroup.org/guidelines.htm>.

Electronic Commerce and Consumer Protection Group, "Jurisdiction Statement," <http://www.ecommercegroup.org/statement.htm>.

Electronic Commerce Legal Issues Platform, Foss, Morten and Bygrave, Lee A., "International Consumer Purchases through the Internet: Jurisdictional Issues pursuant to European Law," ESPRIT Project 27028, http://www.jura.uni-muenster.de/eclip/documents/NRCCL_consumer_jurisdiction.pdf.

Electronic Commerce Legal Issues Platform, Workshop on Codes of Conduct and Labels as Tools for Consumer Protection in E-Commerce, 23 February 2001, <http://www.jura.uni-muenster.de/ec...orkshop/6th/consumerprotection.htm>
Electronic Commerce Platform Nederland, Van Blommenstein, Fred (ed), "Procedures for Electronic Purchasing, Version 1.0," 15 June 2000, http://www.e-global.es/007_procedures_epnl.pdf at http://www.e-global.es/libros_001.htm#2

Electronic Commerce Research Laboratory, Hoffman, Donna L., AND Novak, Thomas, P., "A New Marketing Paradigm for Electronic Commerce?" February 19, 1996, <http://www2000.ogsm.vanderbilt.edu/novak/new.marketing.paradigm.html>

Electronic Markets, Net Academy on Business Media, EM journal Articles by Topic, <http://www.electronicmarkets.org/...nView&Start=93&Count=20&Exapnd=93>

Electronic Markets, Net Academy on Business Media, Balfour, Adam, Farquhar, Bruce J., and Langmann, Gordon, "The Consumer Needs in Global Electronic Commerce," http://www.electronicmarkets.org/...ademy/publications.nsf/all_pk/773.

Enos, Lori, "FTC Seeks New Global E-Commerce Laws," E-Commerce Times, 7 September 2000, <http://www.ecommercetimes.com/news/articles2000/000907-1.shtml>

Enos, Lori, "AMEX to Offer "Disposable" Credit Card Numbers," E-Commerce Times, 8 September 2000, <http://www.ecommercetimes.com/news/articles2000/000908-2.shtml>.

Enos, Lori, "Consumer Watchdog Unveils Net Conduct Code," E-Commerce Times, 25 October 2000, <http://www.ecommercetimes.com/news/articles2000/0001025-1.shtml>.

Enos, Lori, "Asia Seeks E-Commerce Parity," E-Commerce Times, 27 November 2000, <http://www.ecommercetimes.com/perl/story/5491.html>.

E-Commerce Times, Saliba, Clare, "Legal Questions Dog European B2B," 2 November 2000, <http://www.ecommercetimes.com/news/articles2000/00102-1.shtml>.

E-Revolution, Publications, <http://www.europa.eu.int/ISPO/ecommerce/publications.html>.

EU Business, "E-Commerce gets new EU Protection law," 4 December 2000, <http://www.eubusine...=240&f=56&dateformat=%0%20%B%20%Y>

European Community Studies Association, Information and Ideas about the European Union, <http://www.ecsa.org>.

European Community Studies Association, "Interdisciplinary Course of Lectures, From the Schuman Plan to the Treaty of Amsterdam," Introduction Programme, <http://www.ecsa.org>.

Euro ISPA, Home Page, <http://www.euroispa.org>.

Euro ISPA, Papers and Policy Statements, <http://www.euroispa.org/papers.html>.

Euro ISPA, Papers and Policy Statements, A Commercial and Global Internet, "Comments on the United States Department of Commerce "Proposal to Improve Technical Management of Internet Names and Addresses," " <http://www.euroispa.org/dns2.html>.

EUROPA, Bulletin, EU 12-2000, Area of Freedom, Security and Justice, Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters,
<http://www.europa.eu.int/abc/doc/off/bull/en/200012/p104007.htm>

EUROPA, European Commission, Communication from the Commission of the Council and the European Parliament, "Scoreboard to Review Progress on the Creation of an Area of "Freedom, Security and Justice," in the European Union," Brussels 24.3.2000, COM(2000) 167 final,
http://www.europa.eu.int/comm/dgs/justice_home/pdf/comm2000-167-en.pdf.

EUROPA, European Commission, "Communication from the Commission to the Council and the European Parliament, Biannual Update of an Area of "Freedom, Security and Justice in the European Union," (Second Half of 2001) COM (2001) 628, Brussels 31.10.01,
http://www.europa.eu.int/comm/dgs/justice_home/pdf/scoreboard_30oct01_en.pdf at
http://www.europa.eu.int/comm/dgs/justice_home/index_en.htm.

EUROPA, European Commission, "Communication from Commission to the Council and the European Parliament on European Contract Law," ((COM (2001) 398 final), 11 July 2001,
http://www.europa.eu.int/comm/consumers/policy/developments/contract_law/comments/summaries/sum_en.pdf

European Commission, "Communication From the Commission to the European Parliament, The Council, The Economic and Social Committee and The Committee of the Regions, Consumer Policy Strategy 2002-2006," Brussels COM (2002) 208,
http://www.europa.eu.int/consumers/policy/intro/consumer_policy_strategy_en.pdf
and http://europa.eu.int/comm/consumers/policy/intro/intro_en.html at para. 3.2.3.3

European Commission, "Communication From The Commission To The Council And The European Parliament Biannual Update Of The Scoreboard to Review Progress on the Creation of an Area of "Freedom, Security and Justice," in the European Union," (First half of 2003)," (COM (2003) 291(01)), at http://europa.eu.int/eur-lex/en/com/cnc/2003/com2003_0291en01.pdf

EUROPA, European Commission, Consumer Affairs, Access to Justice,
http://www.europa.eu.int/comm/cons...velopments/acce_just/index_en.html

EUROPA, European Commission, Consumer Affairs, Contract Law,
http://www.europa.eu.int/comm/cons...opments/contract_law/index_en.html

EUROPA, European Commission, Consumers Policy, Commission's Working Paper on Enforcement of European's Consumer Legislation,"
http://europa.eu.int/comm/consumers/policy/developments/enfo/enfo01_en.html.

EUROPA, European Commission, Consumer Protection, Access to Justice,
http://europa.eu.int/cpmm/consumers/policy/developments/acce_just/index_en.html.

European Commission, Directorate -General XIII, Telecommunications, Information Market and Exploitation of Research, "Communication from the Commission to the European Parliament, The Council, The Economic and Social Committee and The Committee of the Regions The Need for Strengthened International Coordination," COM (98) 50, <http://www.ispo.cec.be/eif/policy/com9850en.html>

European Commission, DG XIII, "Communication from the Commission to the European Parliament, The Council, The Economic and Social Committee and The Committee of the Regions The Need for Strengthened International Coordination," COM (98) 50, <http://www.ispo.cec.be/eif/policy/com9850en.html>

EUROPA, European Commission, "E-europe: An Information Society for All," 8th December 1999, <http://europa.eu.int/scadplus/leg/en/lvb/l24221.htm>

EUROPA, European Commission, "E-europe 2002," 13th March 2001, <http://europa.eu.int/scadplus/leg/en/lvb/l24226a.htm>

EUROPA, European Commission, "E-europe 2005," 28th May 2002, <http://europa.eu.int/scadplus/leg/en/lvb/l24226.htm>

EUROPA, European Commission, Enterprise, "The e-Economy in Europe: Its potential impact on EU enterprises and policies," 1-2 March 2001, Programme, <http://www.europa.eu.int/comm/enterprise/events/e-economy/programme.htm>

EUROPA, European Commission, Enterprise, "The e-Economy in Europe: Its potential impact on EU enterprises and policies," 1-2 March 2001, http://www.europa.eu.int/comm/enterprise/events/e-economy/doc/speech_underhill.pdf

EUROPA, European Commission, General Publications, Europe on the Move, Customs Union and Commercial Policy, Social Questions, External Relations, Living in an Area of Freedom Security and Justice, December 2000, http://www.europa.eu.int/comm/dg10.../move/douane/justice/bibli_en.htm

EUROPA, European Commission, Health and Consumer Protection, Surveys, http://europa.eu.int/comm/dgs/health_consumer/library/surveys/index_en.html

EUROPA, European Commission, Health and Consumer Protection, "Cyberspace and Consumer Confidence" to the Annual Conference of the Kangaroo Group of MEP's on 18th September," http://europa.eu.int/comm/dgs/health_consumer/library/speeches/speech55_en.html.

EUROPA, European Commission, Health and Consumer Protection, Publications, http://europa.eu.int/comm/dgs/halth_consumer/library/pub/index_en.html.

EUROPA, European Commission, Health and Consumer Protection, Third Annual Assembly of Consumer Associations, 23-24 November 2000, Töpper, Alfred, "Confidence in e-commerce? Workshop Results," http://www.europa.eu.int/comm/dgs/.../events/event32_wks4_repl_de.html

EUROPA, European Commission, Health and Consumer Protection, Third Annual Assembly of Consumer Associations, 23-24 November 2000, Töpper, Alfred, "Confidence in e-commerce? Workshop Results,"
http://www.europa.eu.int/comm/dgs/.../events/event32_wks4-1_en.html

EUROPA, European Commission, Health and Consumer Protection, Third Annual Assembly of Consumer Associations, 23-24 November 2000, Zaba, Stefek, "Confidence in ecommerce: issues and possible resolutions,"
http://www.europa.eu.int/comm/dgs/...mer/events32_wrks4-2_en.html

EUROPA, European Commission, Health and Consumer Protection, European Contract Law: Commission sets the stage for a broad debate, 13 July 2001,
http://www.europa.eu.int/comm/dgs/...mer/library/press/press167_en.html

EUROPA, European Commission, Health and Consumer Protection, "The future direction of EU consumer policy: Commission stirs up public debate," IP/01/1354, Brussels, 2 October 2001,
http://europa.eu.int/rapid/start/cgi/guesten.ksh?p_action.g.../1354|0|RAPID&lg=EN

EUROPA, European Commission, Health and Consumer Protection, "Study on Consumer Law and Information Society," Executive Summary,
http://europa.eu.int/comm/dgs/health_consumer?library/surveys/sur20_en.html

EUROPA, European Commission, Health and Consumer Protection, "Study on Consumer Law and Information Society,"
http://europa.eu.int/comm/dgs/health_consumer/library/surveys/sur21_vol3_en.pdf at
http://europa.eu.int/comm/consumers/policy/developments/fair_comm_pract/fair_comm_pract/fair_comm_pract/fair_comm_pract/index_en.html

EUROPA, European Commission, Health and Consumer Protection, Study on Consumer Law and Information Society, PriceWaterhouse Coopers, "Final Report Study on Consumer Law and the Information Society," 17 August 2001,
http://europa.eu.int/comm/dgs/health_consumer/library/surveys/sur20_study_en.pdf at
http://europa.eu.int/comm/dgs/health_consumer/library/surveys/sur20_en.html

EUROPA, European Commission, Internal Market, Media, Information Society and Data Protection, Electronic Commerce,
http://europa.eu.int/comm/internal_market/en/media/electcomm/index.htm

EUROPA, European Commission, Internal Market, Commercial Communications, December 1999, Dethloff, Dr. Nina, "European Conflict-of-Law provisions governing unfair competition,"
http://europa.eu.int/comm/internal_market/com/com/newsletter/edition22/text_en.pdf at
http://europa.eu.int/comm/internal_market.

EUROPA, European Commission, Justice and Home Affairs, Directorate-General, "Task of JHA,"
http://www.europa.eu.int/comm/dgs/justice_home/mission/mission_en.htm.

EUROPA, European Commission, Justice and Home Affairs, "European Judicial Network," <http://ue.eu.int/ejn/inten.html>.

EUROPA, European Commission, Justice and Home Affairs, "Judicial Cooperation in Civil Matters – A European Judicial Area," http://www.europa.eu.int/comm/justice_home/unit/civil_en.htm

EUROPA, European Commission, Justice and Home Affairs, "Judicial Cooperation in Civil Matters," <http://europa.eu.int/sacadplus/leg/en/s22003.htm>.

EUROPA, European Commission, Justice and Home Affairs, "Joint Action of 29 June 1998 adopted by the Council on the basis of Article K.3 of the Treaty on European Union on the Creation of a European Judicial Network (98/428/JHA), http://www.ue.eu.int/ejn/vol_b/5_acti...ciaire/1-191-07071998-4-7-en.html.

EUROPA, European Commission, Justice and Home Affairs, "Council Resolution of 18 December 1997 laying down the priorities for cooperation in the field of justice and home affairs for the period from 1 January 1998 to the date of entry into force of the Treaty of Amsterdam," (98/C11/01), http://ue.eu.int/ejn/vol_a/1_prog...action/c-011-15011998-1-4-en.html.

EUROPA, European Commission, Justice and Home Affairs, Judicial Cooperation in civil matters – a European Judicial Area, "Hearing on the Draft Convention of the Conference of the Hague on Jurisdiction and Foreign Judgments in Civil and Commercial Matters," 24 October 2001, http://europa.eu.int/comm/justice_home/unit/civil/audition10_01/en/index.html

EUROPA, European Commission, Justice and Home Affairs, Judicial Cooperation in Civil Matters – a European Judicial Area," http://www.europa.eu.int/comm/justice_home/unit/civil_en.html

EUROPA, European Commission, "Proposal for a Council Regulation establishing a European Judicial Network in civil and commercial matters," Brussels 28/09/00, COM (2000) 592 final/2, http://www.europa.eu.int/eur-lex/encom/pdf/2000/en_500PC0592.PDF at http://www.europa.eu.int/eur-lex/en/com/availability/en_availability_2000_12.htm

EUROPA, European Commission, Justice and Home Affairs, "Proposals for Replacement of the Rome Convention by a Community Instrument," January 2003, http://www.europa.eu.int/eur-lex/com/gpr/2002/com2002_0654en01.pdf

EUROPA, European Commission, Justice and Home Affairs DG, "Statement on Articles 15 and 73," http://www.europa.eu.int/comm/justice_home/unit/civil/justciv_conseil/justiciv_en.pdf at http://www.europa.eu.int/comm/justice_home/unit/civil_en.htm

EUROPA, European Commission, "Opinion of the Economic and Social Committee on the Proposal for a Council Regulation (EC) on jurisdiction and enforcement of judgments in civil and commercial matters," (COM (1999) 348 final - 99/0154 -

(CNS)) at http://www.esc.eu.int/fr/docs/fr_docs_op_February.htm and C117 26 April 2000 006.

EUROPA, European Commission, "Procedural law: The Commission advocates more efficiency in obtaining and enforcing judgments in the European Union," in "Update on the Single Market," at <http://www.europa.eu.int/comm/dg15/en/update/general/1038.html>

EUROPA, European Commission, Speech of David Byrne, European Commissioner for Health and Consumer Protection, "The e-confidence barrier New Regulatory Models," Conference on the e-Economy in Europe, European Parliament, 2 March 2001, <http://www.europa.eu.int/rapid/sta...+gt&doc=SPEECH/01/99|0|rapid&lg=EN>

EUROPA, European Commission, Directorate-General XIII, Telecommunications, Information Market and Exploitation of Research, "Communication from the Commission to the European Parliament, The Council, The Economic and Social Committee and The Committee of the Regions The Need for Strengthened International Coordination," COM (98) 50 <http://www.ispo.cec.be/eif/policy/com9850en.html>

EUROPA, European Council, Consumer Affairs, 2213th Council Meeting, Brussels, 8 November 1999, <http://ue.eu.int/Newsroom/LoadDoc...&BID=96&DID=59367&GRP=2070&LANG1>

EUROPA, European Council, Justice and Home Affairs, Brussels, 3 December 1998, <http://ue.eu.int/Newsroom/LoadDoc...&BID=86&DID=56310&GRP=1497&LANG1>

EUROPA, European Council, Justice and Home Affairs, Brussels, 12 March 1999, <http://ue.eu.int/Newsroom/LoadDoc...&BID=86&DID=57216&GRP=1645&LANG1>

EUROPA, European Council, Justice and Home Affairs, Brussels, 2 December 1999, <http://ue.eu.int/Newsroom/LoadDoc...&BID=86&DID=59585&GRP=2145&LANG1>

EUROPA, European Council, 2251st Council Meeting Justice and Home Affairs, Brussels, 27 March 2000, <http://ue.eu.int/Newsroom?LoadDoc...&BID=86&DID=60973&GRP=2392&LANG1>

EUROPA, European Council, Consumer Affairs, 2255st Council Meeting, Luxembourg, 13 April 2000, <http://ue.eu.int/Newsroom/LoadDoc...&BID=96&DID=61188&GRP2429&LANG1>

EUROPA, European Council, 2288th Council Meeting Justice and Home Affairs, Brussels, 28 September 2000, <http://ue.eu.int/Newsroom/LoadDoc...&BID=86&DID=63099&GRP=2805&LANG1>

EUROPA, European Council, 2350th Council Meeting Justice and Home Affairs, Brussels, 28-29 May 2001,

[http://ue.eu.int/Newsroom/LoadDoc.cfm?...=!!!&BID=86&DID=66625&GRP=3504
&LANG](http://ue.eu.int/Newsroom/LoadDoc.cfm?...=!!!&BID=86&DID=66625&GRP=3504&LANG)

EUROPA, European Council, Justice and Home Affairs, Convention on the Jurisdiction, Recognition and Enforcement of Judgments in Matrimonial Matters (Brussels II)

<http://ue.eu.int/Newsroom/LoadDoc...&BID=86&DID=43081&GRP=1026&LANG1>

EUROPA, European Council, Provisional Agendas for Council Meetings (COREPER 2) (second half of 2000),

<http://www.ue.eu.int/newsroom/LoadDoc...BID+104&DID=6246&GRP&LANG=1>

EUROPA, European Council, Brussels 20 April 2000, Draft Minutes 2251st Council Meeting (Justice and Home Affairs) held in Brussels on 27 March 2000,

<http://register.consilium.eu.int/pdf/en/00/st08/08992-a1en0.pdf>

EUROPA, European Council, Communication from the Commission to the Council and the European Parliament on European Contract Law, COM(2001) 398 final,

http://europa.eu.int/comm/consumers/policy/developments/contract_law/cont_law_02_en.pdf at

http://europa.eu.int/comm/consumers/policy/developments/contract_law/index_en.html

EUROPA, European Council, "Commission adopts draft Regulation on Jurisdiction, Recognition and Enforcement of Judgments in Civil and Commercial Matters,"

Document IP/99/510 dated 14/07/1999 to be found at

<http://europa.eu.int/rapid/start/cgi/gues...ion.gettxt=gt&doc=IP/99/510|0|RAPID&lg=EN>

EUROPA, European Parliament, Legislative Observatory, "Subjects of Current Interest," http://wwwdb.europarl.eu.int/oeil/oeil2.FR61_en.

EUROPA, European Parliament, Legislative Observatory, CNS/1997/0339,

http://wwwdb.europarl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=2467

EUROPA, European Parliament, Legislative Observatory, "Civil and Commercial Judicial Cooperation, enforcement of judgments: Brussels 1, Lugano Convention,"

CNS/1999/0154,

http://wwwdb.europarl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=3726.

EUROPA, European Parliament, Legislative Observatory, "Civil and Commercial Judicial Cooperation: documents' service and notification, Brussels and De Hague Conventions," CNS/1999/0102,

http://wwwdb.europarl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=3627

EUROPA, European Parliament, Legislative Observatory, "Approximation of the Member States' civil and commercial laws," INI/2000/2044,

http://wwwdb.europarl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=4085

EUROPA, European Parliament, Legislative Observatory, "Civil and Commercial Judicial Cooperation, enforcement of judgments: revision of the Brussels, Lugano Conventions," CNS/1999/0339,
http://wwwdb.europa.eu.int/oeil/oeil_viewdnl.ProcedureView?alng=2&procid=2511.

EUROPA, European Parliament, Legislative Observatory, "Electronic Commerce in the Internal Market: legal aspects, protection of the consumer," COD/1998/0325,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=3054

EUROPA, European Parliament, Legislative Observatory, "Consumer and financial services: distance contracts (amend direct. 90/619/EEC, 97/7/EC, 98/27/EC), COD/1998/0245,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=3044

EUROPA, European Parliament, Legislative Observatory, "Out-of-court settlement of consumer disputes (recommendation 98/257/EC, Tampere european council conclusions), INI/2000/2209,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=4458

EUROPA, European Parliament, Legislative Observatory, "Consumer Disputes: creation of a european extra-judicial network," INS/2000/0405,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=4037

EUROPA, European Parliament, Legislative Observatory, "Protection of consumers: unfair terms in contracts (direct. 93/13/EEC)," INC/2000/0248,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=4133

EUROPA, European Parliament, Legislative Observatory, "Protection of consumer: distance selling and comparative advertising," INC/2000/0127,
http://wwwdb.euorparl.eu.int/oeil/oeil_viewdnl.ProcedureView?lang=2&procid=4020

EUROPA, European Parliament, SCAD Plus, Judicial Cooperation in Civil Matters, Convention on the Law Applicable to Contractual Obligations (Rome Convention),
<http://www.europa.eu.int/scadplus/leg/en/lvb/133109.html>

EUROPA, European Parliament, SCAD Plus, Area of Freedom, Security and Justice, Scoreboard, <http://www.europa.eu.int/scadplus/leg/en/lvb/133121.htm>

EUROPA, European Parliament, SCAD Plus, Judicial Cooperation in Civil Matters,
<http://www.europa.eu.int/scadplus/leg/en/lvb/133054.htm>

EUROPA, European Parliament, SCAD Plus, Judicial Cooperation in Civil Matters, Preparation for the Hague Convention on International Jurisdiction,
<http://www.europa.eu.int/scadplus/leg/en/lvb/133119.htm>

European Publishers Council, The EPC Members' Newsletter, Legislative Update 84 Month – January 2000, <http://www.epceuropa.org/news/jan00.htm>

European Publishers Council, The EPC Members' Newsletter, Legislative Update 88 Month – May 2000, <http://www.epceurope.org/news/may00.htm>

European Publishers Council, Links Page, <http://www.epceurope.org/links.htm>

European Publishers Council, Draft Position Paper on of the European Publishers Council on the draft Council Regulation on jurisdiction and enforcement of judgments in civil and commercial matters, <http://www.epceurope.org/statements/ecomciv.htm>

European Publishers Council, Position Paper of the European Publishers Council on the Draft Directive on Electronic Commerce, <http://www.epceurope.org/statements/ecomposit.htm>

European Union in the Us, EU Home, EU Law and Policy Overview, EU Laws and Policies On Selected Topics, <http://www.eurounion.org/legislat/home.htm>

European Commission, Internet Law and Policy Forum, “One the Law of Non-Contractual Obligations,” <http://www.ilpf.org/treaties/rome-treaty.html>.

Facilitiesnet.com, Stephens, Spencer, “Choice-of-Law Clauses,” <http://www.facilitiesnet.com/LI/LI2rg67a.html>

Falcon, W. David, “A Nice Place to Visit But I Wouldn't Want to Litigate There: The Effect of *Cybersell v Cybersell* on the Laws of personal Jurisdiction,” 5 Rich J L & Tech 11 (Spring 1999), <http://www.richmond.edu/~jolt/v5i3/falcon.html>.

Federal Trade Commission, “FTC Releases Reoprt on Consumer Protection in the Global E-Commerce Marketplace,” 6 September 2000, <http://www.ftc.gov/apa/2000/09/globalecommfin.html>.

Federal Trade Commission, “Joint Workshop on Alternative Dispute Resolution for Online Consumer Transactions,” June 6-7 2000, Index, <http://www.ftc.gov/bcp/altdisresolution/index.htm>

Federal Trade Commission, “Re: US Perspectives on Consumer Protection in the Global Electronic Marketplace Comment P994312,” <http://www.ftc.gov/bcp/icpw/comments/ico1.htm>.

Federal Trade Commission, “Summary of Public Workshop,” June 6-7 2000, November 2000, Table of Contents, <http://www.ftc.gov/bcp/altdisresolution/summary.htm>

Federal Trade Commission, “FTC Release Report on Consumer Protection in the Global E-Commerce Marketplace,” 6 September 2000, <http://www.ftc.gov/opa/2000/09/globalecommfin.htm>

Ferrera, Gerald R., Lichtenstein, Stephen D., Reder, Margo E. K., August, Ray and Schiano, William T., “Cyberlaw: Text and Cases,” South Western College, 2001 at

<http://august1.com/pubs/cyberlaw/student/toc.htm>. Chapter 2 at
<http://www.westbuslaw.com/ferrera/ferrera.html>.

FindArticles.com, Computerweekly.com, Dunt, Robert, "Further Tangles for Web Trade," 28 September 2000,
http://www.findarticles.com/M0COW/...Sept_28/65773125/pl/article.jhtml

FindLaw.com, Cyberspace Law Centre, Jurisdiction, US/State,
<http://www.cyber.lp.findlaw.com/jurisdiction>

FindLaw.com, State and Federal Legislation, Links,
<http://www.llrx.com/resources7.html>

Fitzpatrick, Tim, "Establishing Personal Jurisdiction in Cyberspace: Can Anyone Govern Yahoo?" UCLA Journal of Law and Technology,
http://www.lawtechjournal.com/comment041701_fitzpatrick.html

Flashcommerce.com, "EU Locks Way for Escape "Damaging" eCommerce Law," 25 January 2000, <http://flashcommerce.com/articles/00/01/25/182651380.html>.

Fordham University, School of Law, Lectures and Conferences and Publications,
<http://www.fordham.edu/law/llm/lectures.html>.

Forrester Research, Home Page, <http://www.forrester.com/Home/0,3257,1,FF.html>.

Foundation for Information Policy Research, Home Page, <http://www.fipr.org>.

Foss, Morten and Bygrave, Lee A., "International Consumer Purchases through the Internet: Jurisdictional Issues pursuant to European Law," Electronic Commerce Legal Issues Platform, ESPRIT Project 27028, http://www.jura.uni-muenster.de/eclip/documents/NRCCL_consumer_jurisdiction.pdf.

FT.com, "Web suits plan attacked," 7 November 2000,
<http://globalarchive...d=001107001200&query=jurisdiction>

FT.com, Jackson, Tim, "Inside Track: A sad toy story: The demise of eToys should set off alarm bells throughout the e-commerce sector," 6 March 2001,
<http://?globalarchive...01033&query=B2C+e-commerce+figures>

Gahtan.com, Cyberlaw Encyclopedia, Consumer Protection,
http://www.gahtan.com/cyberlaw/consumer_protection

Gahtan.com, Cyberlaw Encyclopedia, Links,
<http://www.gahtan.com/cyberlaw/News/Legal>

Gahtan.com, Cyberspace Encyclopedia, Jurisdiction, Links,
<http://www.gahtan.com/cyberlaw/Jurisdiction/cases>

Gahtan.com, Cyberspace Encyclopedia, Jurisdiction Articles, Links,
<http://www.gahtan.com/ayberlaw/Jurisdiction/Articles>

Gardiner, Joey, "Euro Regulators Clash Over Online Protection Rules," Silicon.com, 6 September 2000,
<http://www.silicon.com...4001REQEVENT=&REQINT1=39478&REAUTH=21046>.

Gardiner, Joey, "MEP Slams EU "Distance Selling" Plans," Silicon com., 6 July 1999,
<http://www.silicon.com...4001REQEVENT=&REQINT131360&REAUTH=21046>

Gardiner, Joey, "EC Adopts "distance selling" proposals," Silicon.com, 15 July 1999,
<http://www.silicon.com...4001REQEVENT=&REQINT1=31545&REQAUTH+21046>.

Garvin, Larry T., "The Changed (and Changing?) Uniform Commercial Code,"
<http://www.law.fsu.edu/journals/lawreviews/issues/262/garv.html>.

Geist, Michael, "ICANN's Uniform Dispute Resolution Processes: Lessons in ADR," Internet Law and Policy Forum, Jurisdiction II: Global Networks/Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00/geist_pr/index.html.

Geist, Michael, "Is There a There? Towards Greater Certainty for Internet Jurisdiction," available at
<http://www.law.berkeley.edu/journals/btlj/articles/vol16/geist/geist.pdf>

Geneva Round Table on Private International Law, Internet and Electronic Commerce, September 2-4, 1999, Geneva Switzerland, Home Page,
<http://www.cui.unige.ch/~billaard/ipilec/>

Geneva Round Table on Private International Law, Internet and Electronic Commerce, September 2-4, 1999, Geneva Switzerland, Program,
http://www.cui.unige.ch/~billaard/ipilec/program_uk.htm

George, Walter F., "Choice of Law: How it Ought to Be, A Roundtable Discussion," Mercer Law Review, <http://www/law/mercer.edu/lawreview/Articles/48201.html>

Gethin, Chris and Gribble, Suzanne, "Cyber Rules for Consumer Protection Urgently Needed Says International Federation," Consumers International, Press Release, 6 September 1999,
<http://www.consumersinternational.org/news/pressrelease/electronic060999.html>

Ghosh, Rishab Aiyer, "Cooking pot markets: an economic model for the trade in free goods on the Internet," Brazilian Electronic Journal of Economics, 29 July 1998,
<http://www.beje.decon.ufpe.br/ghosh/cooking.html>

Ghosh, Shubha, "Gray Markets in Cyberspace," 7 J Intell. Prop L 1, (Fall, 1999),
<http://www.lawsch.uga.edu/~jipl/vol7/Ghosh.html>

Gibson, William, *Neuromancer*, Ace Books, New York, 1984,
<http://www.neuromancer.ca/cyber/php>

Gigalaw.com, Greguras, Fred M., "An Overview of Global E-Commerce Legal Issues," <http://www.gigalaw.com/articles/greguras-2000-03-p5.html>

Gigalaw.com, Isenberg, Doug, "The Legal Side Effects of Net Jurisdiction,"
<http://gigalaw.com/articles/2001/isenberg-2001-08-p2.html>.

Gigalaw.com, Grossman, Mark, "How Other Countries' Laws Affect Online Businesses," <http://gigalaw.com/articles/2001/grossman-2001-07.html>.

Gillies, Lorna E., "A Review of the New Jurisdiction Rules for Electronic Consumer Contracts within the European Union," Commentary, 2001 (1) *The Journal of Information, Law and Technology (JILT)* <http://elj.warwick.ac.uk/jilt/01-1/gillies.html>, 28 February 2001.

Glater, Jonathan D., "Hamming in the World Wide Web," *New York Times.com*, 7 January 2001, <http://www.nytimes.com/>

Global Law Review.com, Online Legal Research, Update 6 January 2001,
<http://www.globallawreview.com/onlegres.html>

Globe Technology.com, Cyberlaw, Geist, Michael, "Harmonisation of Web law sparks heated haggling," 1 March 2001, <http://news.globetechnology.com/se...-neutral&slug=FWGEIS&date=20010301>

Globe Technology.com, Geist, Michael, "E-borders loom for better or worse," 28 June 2001,
<http://news.globetechnology.com/se...neutral&slug=TWGEISY&date=20010628>.

Globe Technology.com, Geist, Michael, "Long arm of the law needs new guidelines for the Internet," 9 August 2001, <http://www.globetechnology.com/ser...-neutral&slug=TWGEES&date=20010809>

Goldring, John, "Consumer Protection, the Nation-State, Globalization, and Democracy," *Journal of Computer Mediated Communication*,
<http://www.ascusc.org/jcmc/vol2/issue2/goldring.html>.

Grande, Carlos, "E-envoy in danger of being tamed, says MPs," *Financial Times*, 24 March 2001, <http://globalarchive...86&query=electronic+commerce+in+UK>

Gray Cary, Cummings, Guylyn R., and Cerasale, Christina M., "Jurisdiction in Cyberpsace: User Beware," http://www.gcwf.com/articles/interets/interest_23.html.

Gray Cary, *Journal of Internet Law*, Pearson, Hilary E., "E-Commerce Legislation: Recent European Community Developments,"
http://www.gcwf.com/articles/journal/jil_aug00_1.html

Greenberg, Paul A., "Frustrated Shoppers Still A Problem for E-tailers," E-Commerce Times, http://www.ecommercetimes.com/news/special_reports/service.html

Greenberg, Paul A., "Europe Struggles to Standardize E-Commerce Laws," E-Commerce Times, 1 November 1999,
<http://www.ecommercetimes.com/news/articles/991101-2.shtml>.

Greenberg Paul A., "Business Leaders Seek to Break E-Tax Deadlock," E-Commerce Times, 10 February 2000,
<http://www.ecommercetimes.com/news/articles2000/000210-5.shtml>

Greenberg Paul A., "US Insurance Giants: Declare Net a Free-Trade Zone," E-Commerce Times, 10 February 2000,
<http://www.ecommercetimes.com/news/articles2000/000210-2.shtml>.

Greenberg Paul A., "US Mobilises Against Future Viruses," E-Commerce Times, 10 May 2000, <http://www.ecommercetimes.com/news/articles2000/000510-5.shtml>.

Hague Academy, Private International Law, first Period, 3-21 July 2000,
<http://www.hagueacademy.nl/Eng-2.1.html>.

Hague Conference on Private International Law, <http://www.hcch.net>

Hague Conference on Private International Law, Bibliography,
<http://www.hcch.net/e/conventions/bibl00e.html>

Hague Conference on Private International Law, Press Release, "Geneva Round Table on Electronic Commerce and Private International Law,"
<http://www.hcch.net/e/events/press01e.html>.

Hague Conference on Private International Law, "Geneva Round Table on the Questions of Private International Law raised by Electronic Commerce and the Internet," <http://www.hcch.net/e/workprog/geneve31e.html>.

Hague Conference on Private International Law, "Geneva Round Table on the Questions of Private International Law raised by Electronic Commerce and the Internet, Objectives and Programme Synopsis,"
<http://www.hcch.net/e/workprog/geneve31e.html>.

Hague Conference on Private International Law, Kessedjian Catherine, "Electronic Data Interchange, Internet and Electronic Commerce," Preliminary Document No. 7. April 2000, http://www.hcch.net/doc/gen_pd7e.doc and at
<http://hcch.net/doc/jdgmpl2.doc>

Hague Conference on Private International Law, "Statute on the Hague Conference on Private International Law," 15 July 1955,
<http://www.hcch.net/e/conventions/text01e.html>

Hague Conference on Private International Law, "Round table on electronic commerce and the Internet in conjunction with the University of Geneva," <http://www.hcch.net/e/workprog/e-comm.html>

Hague Conference on Private International Law, Kessedjian, Catherine, "Synthesis of the Work of the Special Commission of June 1997 on International Jurisdiction and the Effects of Foreign Judgments in Civil and Commercial Matters," Preliminary Document No.8, November 1997, <http://www.hcch.net/e/workprog/jdgm.html>

Hague Conference on Private International Law, Kessedjian, Catherine, "Synthesis of the Work of the Special Commission of March 1998 on international jurisdiction and the effects of foreign judgments in civil and commercial matters," Preliminary Document No.9, <http://www.hcch.net/e/workprog/jdgm.html>

Hague Conference on Private International Law, "Preliminary Draft Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters," adopted by the Special Commission on 30th October 1999, *amended version (new numbering of articles)*, <http://www.hcch.net/e/conventions/draft36e.html>

Hague Conference on Private International Law
Hague Conference on Private International Law, Nygh, Peter and Pocar, Fausto, "The Future Hague Convention on International Jurisdiction and the Effects of Judgments in Civil and Commercial Matters," Preliminary Document No.11, <http://www.hcch.net/e/workprog/jdgm.html>

Hague Conference on Private International Law, Kessedjian, Catherine, "Electronic Commerce and International Jurisdiction," summary of discussions prepared by Ottawa, 28 February to 1 March 2000, Preliminary Document 12, August 2000, <http://www.hcch.net/e/workprog/jdgm.html>

Hague Conference on Private International Law, "Report of the experts meeting on the intellectual property aspects of the future Convention on jurisdiction and foreign judgments in civil and commercial matters," Geneva, 1 February 2001, Preliminary Document No.13, <http://www.hcch.net/e/workprog/jdgm.html>

Hague Conference on Private International Law, "Towards a worldwide Convention on jurisdiction and foreign judgments in civil and commercial matters, Informal meeting in Edinburgh, 23-26 April 2001, draft agenda," http://www.cptech.org/ecom/jurisdiction/agenda_e.pdf at <http://www.cptech.org/ecom/jurisdiction/hague.html#recent>

Hague Conference on Private International Law, "Consumer contracts and employment contracts, Version 0.6 (presented to the Plenary Session in Edinburgh)," <http://www.cptech.org/ecom/jurisdiction/Article7and8redraftproposal.pdf> at <http://www.cptech.org/ecom/jurisdiction/hague.html>

Hague Conference on Private International Law, Commission II. "Options Identified by the Informal Working Group on Consumer Contracts, 18 June 2001," Work Doc. No.104E, 19/06/01, <http://www.cptech.org/ecom/jurisdiction/hague.html>

Hague Conference on Private International Law, Haines, Avril, "title," Preliminary Document No.16, February 2002,
<http://www.cptech.org/ecom/jurisdiction/hague.html>

Hague Conference on Private International Law, Schulz, Andrea, "Reflection Paper to Assist in the Preparation of a Convention on Jurisdiction and Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters," Preliminary Document No.19, at p.13 available at <http://www.hcch.net/e/workprog/jdgm.html>

Hale and Dorr LLP, "US Federal Lacks Jurisdiction Over Spanish Company Whose Web Site is Not Purposefully Directed at the US," 7 September 2001,
<http://www.haledorr.com/publications/pubsdetail.asp?ID=810549102001&TypeID=>

Hayes, Mark S., "I Crave TV, you Crave TV, we all Crave TV: International Internet Jurisdictional Issues," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000,
http://www.ilpf.org/confer/present00/hayes_pr/index.html.

Heikkila, Pia, "US Seeks Standard Worldwide Ecommerce Laws," Silicon com, 11 September 2000,
<http://www.silicon.com/public...04REQEVENT=&REQINT1=39543&REQSTRI=newsnow>.

Heller Information Service, Private International Law Interest Group Links,
<http://www.his.com/~dlevy/links.html>.

Henry, Denis, "Electronic Commerce: Is Industry Self-Regulation A Viable Model?" Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/henry_pr/index.html.

Hillebrand, Mary, "Industry Leaders to Gather in France for E-Commerce Summit," E-Commerce Times, 14 July 1999,
<http://www.ecommercetimes.com/news/articles/990714-4.shtml>.

Hillebrand, Mary, "International Group Calls for Global Shopping Protections," E-Commerce Times, 8 September 1999,
<http://www.ecommercetimes.com/news/articles/990908-1.shtml>.

Hillebrand, Mary, "New Virginia Law Fuels E-Tax Controversy," E-Commerce Times, 16 March 2000, <http://www.ecommercetimes.com/news/articles2000/000316-2.shtml>.

Hillebrand, Mary, "One Year Ago: Computers Still Top Item," E-Commerce Times, 12 September 2000, <http://www.ecommercetimes.com/news/articles2000/000912-tc.shtml>.

Hoffman, Donna L., and Novak, Thomas P., "A New Marketing Paradigm for Electronic Commerce?" 19/02/96,
<http://www.2000.ogsm.vanderbilt.edu/novak/new.marketing.paradigm.html>

Hörnle, Julia, "The European Union Takes Initiative in the Field of E-Commerce," Commentary 2000 (3) The Journal of Information, Law and Technology (JILT), <http://elj.warwick.ac.uk/jilt/00-3/hornle.html>

House of Commons Foreign Affairs – Fourth Report, 8 June 1999, <http://www.parliament.the-stationery.offi...pa/cm199899/cmselect/cmcaff/366/36602.html>.

House of Commons, Select Committee on Foreign Affairs, Fourth Report, Judicial Cooperation, <http://www.parliament.the-stationery-offi...pa/cm/199899/cmselect/cmcaff/366/36607.html>.

House of Commons, Select Committee on European Scrutiny, Second Report, Electronic Commerce in the Single Market and Harmonisation of Copyright, <http://www.parliament.the-stationery-offi.../cm199900/cmselect/cmeuleg/23-ii/2318.html>.

IDC, home Page, <http://www.idresearch.com>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," Introduction, <http://www.strategis.ic.gc.ca/SSG/ca01033e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," General Overview, Part I – Introduction Notes, <http://www.strategis.ic.gc.ca/SSG/ca01035e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," General Overview, Part II – Contract Law – General Overview, <http://www.strategis.ic.gc.ca/SSG/ca01036e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," General Overview, Part III – General Summary, <http://www.strategis.ic.gc.ca/SSG/ca01037e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," General Overview, Part IV – Issues, <http://www.strategis.ic.gc.ca/SSG/ca01038e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," General Overview, Part V – Options and Recommendations, <http://www/strategis.ic.gc.ca/SSG/ca01039e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," Part VI References, <http://www.strategis.ic.gc.ca./SSG/ca01044e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," Notes,
<http://www.strategis.ic.gc.ca/SSG/ca01035e.html>.

Industry Canada, Office of Consumer Affairs, "Consumer Protection Rights in Canada in the Context of Electronic Commerce," Quebec Civil Code 1991,
<http://www.strategis.ic.gc.ca/SSG/ca01078.html>.

Industry Canada, Strategis, Internet Sales Contract Harmonisation Template,
<http://www.strategis.ic.gc.ca/SSG/ca01642e.html>

Industry Canada, Principles of Consumer Protection for Electronic Commerce and Supporting Documentation, <http://strategis.ic.gc.ca/SSG/ca01180e.html>

Industry Canada, "Consumer Ministers take Action to Improve Consumer Protection in the Evolving Marketplace," 25 May 2001,
<http://www.ic.gc.ca/cmb/welcomeic...6c2a485256a570067e78f!OpenDocument>
Information Infrastructure Task Force (US), US White House Task Force, "A Framework for Global Electronic Commerce,"
<http://www.iitf.nist.gov/eleccomm/ecom.html>.

Information Society Website, The, Home Page,
http://www.ispo.cec.be/infocentre/highlights/I_highlights.html.

Information Society Website, The, "European Internet Forum Policy Papers,"
<http://www.ispo.cec.be/eif/policy/policy.html>.

Inforworld, Foster, Ed, The Gripe Line, "Exodus into New Jersey proves to be very taxing for one dotcom company,"
<http://iwsun4.infowo...op/xml/00/08/28/00028opfoster.xml>.

Institute of International Commercial Law, CISG Database, UN Convention on Contracts for International Sale of Goods, (1980),
<http://www.cisg.law.pace.edu/cisg/links.html>

Institute of International Commercial Law, CISG Database, UN Convention on Contracts for International Sale of Goods, (1980), Introduction to the CISG Primers on the CISG from common law and civil law perspectives,
<http://www.cisg.law.pace.edu/cisg/text/cisgint.html>

Institute of International Commercial Law, CISG Database, UN Convention on Contracts for International Sale of Goods, (1980), Selected archives,
<http://www.cisg.law.pace.edu/cisg/biblio/bib2.html>

International Bar Association, IBA 2000 Conference,
<http://www.ibanet.org/Amsterdam/SessionDe...ssionID=533&ID§ion=gen&Committee=>

International Chamber of Commerce,
http://www.iccwbo.org/home/news_archives/2001/e_commerce_law.asp

International Chamber of Commerce, "Business points out pros and cons of proposed e-contracting convention," 5 February 2000,
http://www.iccwbo.org/home/news_archives/2002/uncitral.as

International Chamber of Commerce, "Proposed European E-commerce law would stifle business," 25 July 2001, http://www.iccwbo.org/home/news_archives/2001/e-commerce_law.asp

International Chamber of Commerce, Policy Statement, "Jurisdiction and applicable law in electronic commerce," 6 June 2001,
http://www.iccwbo.org/home/stateme...urisdiction_and_applicable_law.asp

International Centre for Commercial Law, Ecommerce Articles in association with Dibb Lupton Alsop, "Recent Developments in E-Commerce,"
http://www.icclaw.com/devs/eu/et/euet_002.htm

International Journal of Law and Information Technology, Home Page,
<http://www3.oup.co.uk/jnls/list/inttec>.

International Law Update, 2000 International Law Update Volume 6 Number 1, (January), Choice of Law,
http://www.internationallawupdate.com/2000_international_law_update.html.

Internet Law Journal, The, Home Page, <http://www.theinternetlawjournal.com>.

Internet Law Journal, The, Litigation Section, Brandt, Alan, "ABA Focuses on Transnational Jurisdiction Issues in Cyberspace," 15 November 1999,
<http://www.internetlawjournal.com/contest/litigationheadline11159902.html>.

Internet Law and Policy Forum, The, Home Page, <http://www.ilpf.org>

Internet News, "One Net, One Law?" 27 June 2001, http://www.intern...1news/article/o,,6_792391,00.html

Internet Law and Policy Forum, The, Internet Law Resources,
<http://www.ilpf.org/law/law.htm>

Internet Law and Policy Forum, The, bin Othman Luk, Azman, "Jurisdiction and Cross Border e-Commerce," Jurisdiction II: Global Networks / Local Rules,
http://www.ilpf.org/confer/present00/bin_pr/index.html.

Internet Law and Policy Forum, The, Angouleas, Emilios, "Restrictions to the Cross Border Provision of Financial Services by Internet Means in the EU," Jurisdiction II: Global Networks / Local Rules,
http://www.ilpf.org/confer/present00/avgouleas_pr/index.html.

Internet Law and Policy Forum, The, Bell, Tomas, "Private Harmonization: Practical Strategies for Cross Border eBusiness," Jurisdiction II: Global Networks / Local Rules, http://www.ilpf.org/confer/present00?bell_pr/index.html.

Internet Law and Policy Forum, The, Communication from the Commission, <http://www.ilfp.org/treaties/rome-treaty.htm>

Internet Law and Policy Forum, The, "Jurisdiction II: Global Networks/ Local Rules 11 –12 September 2000, Speaker Presentation Lists, <http://www.ilpf.org/confer/present00/index.html>.

Internet Law and Policy Forum, The, Kuner, Christopher, "Legal Obstacles to ADR in European Business-to-Consumer Electronic Commerce," Prepared by the Brussels Office of Morrison and Foester LLP, April 2000, http://www.ilpf.org/confer/present00/kuner_pr/index.html.

Internet Law and Policy Forum, The, Ramasastry, Anita, "Licensing as a Jurisdictional Mechanism," Jurisdiction II: Global Networks/ Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/ramasastry_pr/index.htm.

Internet Law and Policy Forum, The, Blumerfeld, Elizabeth de Grazia, "BBB Online: A Viable Self-Regulation Model for E-Commerce," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/blumerfeld_pr/index.html.

Internet Law and Policy Forum, The, Cole, Steven J., and Underhill, Charles I., "Protecting Consumers in Cross – Border Transactions: A Comprehensive Model for Alternative Dispute Resolution," Jurisdiction II: Global Networks/Local Rules, 11 – 12 September 2000, http://www.ilpf.org/confer/present00/blumenfeld_pr/blumerfeld1_pr.html.

Internet Law and Policy Forum, Disini, J. J., "Philippine perspective on Jurisdiction and cross Border eCommerce," Jurisdiction II: Global Networks/ Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/disini_pr/index.html.

Internet Law and Policy Forum, Dogauchi, Masato, "Respect for the Act of Foreign State: The Validity of Foreign Patents," Jurisdiction II: Global Networks/ Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/dogauchi_pr/index.html.

Internet Law and Policy Forum, The, Cohen, Tod, "Cross Border Issues in Copyright And Trademark Law: Cross Border Cases – New Technologies," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/cohen_pr/index.html.

Internet Law and Policy Forum, The, Decker, Ute, "The International Dimension of Copyright," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/decker_pr/index.html.

Internet Law and Policy Forum, The, Devoto, Mauricio, "IT Global Initiatives in Latin America: Is It A Dream?" Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/devoto_pr/index.html.

Internet Law and Policy Forum, The, Better Business Bureau, BBB Online, "Code of Online Business Practices, Final Draft Pending Vote of the BBB System," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/blumenfeld_pr/blumenfeld2_pr.html

Internet Law and Policy Forum, Eichelberger, Jon, "A Legal Perspective: The Impact of WTO on Foreign Investment in China's Internet/E-Commerce Sector," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00?eichelberger_pr/index.html.

Internet Law and Policy Forum, Nakatomi, Taizo and Friedkin, Dawn, "Protecting Consumers in a Global Marketplace," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00?friedkin_nakatomi_pr/index.html.

Internet Law and Policy Forum, Geist, Michael, "ICANN's Uniform Dispute Resolution Processes: Lessons in ADR," Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/geist_pr/index.html.

Internet Law and Policy Forum, Hayes, Mark S., "I Crave TV, you Crave TV, we all Crave TV: International Internet Jurisdictional Issues," Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/hayes_pr/index.html.

Internet Law and Policy Forum, Henry, Denis, "Electronic Commerce: Is Industry Self-Regulation A Viable Model?" Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/henry_pr/index.html.

Internet Law and Policy Forum, Iseki, Katsuhiko, "Announcement of Revision of ECOM Guidelines for Online Business To Build Confidence in B-2-C Electronic Commerce," Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/iseki_pr/index.html.

Internet Law and Policy Forum, Koizumi, Naoki, "Cross Border Issues on Copyright and Trademark Law: Basic and Recent Developments," Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/koizumi_pr/index.html.

Internet Law and Policy Forum, Kume, Takashi, "Jurisdiction and E-Commerce," Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/kume_pr/index.html.

Internet Law and Policy Forum, Katoh, Masanobu, "Jurisdiction II – Global Networks/ Local Rules: Doing Business over a Borderless Medium," Jurisdiction II:

Global Networks / Local Rules, 11 –12 September 2000,
http://www.ilpf.org/confer/present00/katoh_pr/index.html.

Internet Law and Policy Forum, Silveira, Dra Mariana, “The National Center for Inter-American Free Trade,” Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/silveira_pr/index.html.

Internet Law and Policy Forum, Viscounty, Perry, “Torts Arising out of International E-Commerce,” Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/viscounty_pr/index.html.

Internet Law and Policy Forum, Maennel, Frithjof, “The Directive on Electronic Commerce at International Law,” Jurisdiction II: Global Networks / Local Rules, 11 – 12 September 2000, http://www.ilpf.org/confer/present00/maennel_pr/index.html.

Internet Law and Policy Forum, Silveira, Dra Mariana, “Jurisdiction - The Fundamental Concepts: Focus on Latin America (DRAFT),” Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000,
http://www.ilpf.org/confer/present00/silveira_pr/index.html.

Internet Law and Policy Forum, European Commission, “One the Law of Non-Contractual Obligations,” <http://www.ilpf.org/treaties/rome-treaty.html>.

Internet Law and Policy Forum, Preliminary Statement of the Internet Law and Policy Forum, Meeting of Experts on Electronic Commerce and International Jurisdiction, Ottawa Preliminary Statement for the Ottawa Meeting, 26 February – 2 March 2001, Regarding the Hague Conference on Private International Law Preliminary Draft Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters, <http://www.ilpf.org/stmts/hague-stmt-II.htm>

Internet Law and Policy Forum, Statement of the Internet Law and Policy Forum, Meeting of Experts on Electronic Commerce and International Jurisdiction, Ottawa Preliminary Statement for the Ottawa Meeting, 26 February – 2 March 2001, Regarding the Hague Conference on Private International Law Preliminary Draft Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters, <http://www.ilpf.org/stmts/hague-stmt-II.htm>

Internet Law and Policy Forum, Communication from the Commission on the law of non-contractual obligations, DG JAI (99) 495, <http://www.ilpf.org/groups/rome-treaty.htm>

Internet Legal Resources Guide, Law Journals and Publications,
<http://www.irlg.com/journals.html>

Internet Legal Resources Guide, Topical Index of Legal Resources,
http://www.ilrg.com/subject_ref.html

Internet Legal Resources Guide, United States Federal and State Courts,
<http://www.ilrg.com/caselaw>

Internet Society, The, "A Brief History of the Internet,"
<http://www.isoc.org/internet/history/brief.shtml>.

Internet Society, The, All About the Internet Society Section, "John Chambers to Address Explosive Internet Growth at INET 2000: Internet Global Summit,"
<http://www.isoc.org/media/releases/000125pr.shtml>.

Internet Society, The, "All About the Internet," <http://www.isoc.org/internet/history/>

Iseki, Katsuhiro, "Announcement of Revision of ECOM Guidelines for Online Business To Build Confidence in B-2-C Electronic Commerce," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/iseki_pr/index.html

ISPA, Home Page, http://www.ispa.org.uk/html/body_public_and_press.html.

ISPO, European Commission, Directorate-General XIII, Telecommunications, Information Market and Explanation of Research, "Communication from The Commission, The Council, The Economic and Social Committee and the Committee of the Regins, The Need for Strengthened International Coordination,"
<http://www.ispo.cec.be/eif/policy/com9850en.html>

ISPO, Dr Ecommerce, Shulze, Corinna and Baumgartner, Jeffrey, "Don't Panic Do E-Commerce!" http://www.drecommerce.com/don't_panic.pdf.

ITAA.org, Electronic Commerce, Electronic Commerce Links,
<http://www.ita.org/ecom/resources/eclinks.htm>

IT.Fairfax.com, Park, Barry, "Misprint strips \$2600 from LCD monitor's price," 6 March 2001, <http://www.it.fairfax...king/20010306/A27137-2001Mar6.htm>
Japan Times.co.jp, "WTO approved talks on electronic commerce," 10 May 2001,
<http://www.japantimes.co.jp/cgi-bon/getarticle.p15?nb20010510a2.htm>

Jew, Bernadette, "Cyberjurisdiction – Emerging Issues and Conflicts of Law when Overseas Courts Challenge Your Web, » 28 September 1999, Paper presented at the IES Cyberlaw Conference Sydney, 26 November 1998,
<http://www.gtlaw.com...berjurisdictionemergingissues.html>

John Marshall Law School, Chicago, Cyberspace Law, Subject Index, Jurisdiction, Cases, Law Review Articles, Other Articles,
<http://www.jmls.edu/cyber/index/juris.html>

Johnson, David R., and Post, David G., "And How Shall the Net Be Governed? A Meditation on the Relative Virtues of Decentralized, Emergent Law," Cyberspace Law Institute, The, Draft Paper 9/5/96, <http://cli.org/emdraft.html>.

Johnston, David R., Crawford, Susan P., Jain, Samir, "Deferring to Contractual Choices of Law and Forum to Protect Consumers (and Vendors) in Ecommerce," Chicago Kent College of Law, Illinois Institute of Technology, Internet Jurisdiction,

Working Draft 16 August 1999,

<http://www.kentlaw.edu/cyberlaw/docs/drafts/crawford.html>

Johnson David R., and Post, David G., "Law and Borders – The Rise of Law in Cyberspace," Cyberspace Law Institute, The, http://www.cli.org/x0025_LBFIN.html.

Journal of Computer Mediated Communication, Goldring, John, "Consumer Protection, the Nation-State, Globalization, and Democracy," <http://www.ascusc.org/jcmc/vol2/issue2/goldring.html>.

Journal of Computer Mediated Communication, Katsh, M. Ethan, "Lawyers in the Networld," <http://www.ascusc.org/jcmc/vol2/issue2/katsh.html>.

Journal of Computer Mediated Communication, Oberding, Juliet M., and Nordenhaug, Terje, "A Separate Jurisdiction For Cyberspace?" <http://www.ascusc.org/jcmc/vol2/issue1/juris.html>.

Journal of Computer Mediated Communication, Steinfield, Charles (ed), "Special Issue on Electronic Commerce," Volume 1 No.3, Contents, <http://www.ascusc.org/jcmc/vol1/issue3/vol1no3.html>.

Journal of Computer Mediated Communication, Steinfield, Charles (ed), "Electronic Commerce and The Web," Volume 5 No.2, <http://www.ascusc.org/jcmc/vol5/issue2>.
Journal of Information Technology Law, Swindells, Chris and Hnederson, Kay, "Legal Regulation of Electronic Commerce," <http://elj.warwick.ac.uk/jilt/98-3/swindells.html>

Journal of Internet Law, D'Amico, Marie, "A Survey of Current Cases of Personal Jurisdiction and the Internet," Volume 1., No. 8, <http://www.madcapps.com/Topics/asurvey.htm>

Journal of Transnational Law and Policy, Volume 9, Spring 2000, Number 2, <http://www.law.fsu.edu/journals/transnational/index.html>

Juenger, Friedrich K., "Choice of Law: How it Ought Not to Be," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48205.htm>

Juris Publishing Inc., World Cyberspace Law, Legal Letter Update, July/August 1999, <http://www.jurispub.com/hoffer/letters5.html>.

Katoh, Masanobu, "Jurisdiction II – Global Networks/ Local Rules: Doing Business over a Borderless Medium," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/katoh_pr/index.html.

Kay, Herma Hill, " "The Entrails of a Goat," : Reflections on Reading Lea Brilmayer's Hague Lectures," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48216.htm>

Keenan Vision Inc., "USA Internet Transactions: Business vs Consumer." http://www.e-global.es/007_usa_bsvsconsum.pdf at http://www.e-global.es/libros_005.htm#1

Kelley, Sarah, "An Annotated Bibliography and Guide to Resources in the Young Law Library," Revised 1999, University of Amsterdam, Law School, <http://law.uark.edu/arklaw/aglaw/bibguide/comp-law.html>

Kessedjian, Catherine, "Jurisdiction and Enforcement of Judgments," March 1997, American Corporate Counsel Association, Hague Conference on Private International Law, International Jurisdiction and Foreign Judgments in Civil and Commercial Matters, <http://www.acca.com/gcadvocate/hague/juris/intro.html>

Kessedjian Catherine, "Electronic Data Interchange, Internet and Electronic Commerce," Hague Conference on Private International Law, Preliminary Document No. 7, April 2000, http://www.hcch.net/doc/gen_pd7e.doc.

Koizumi, Naoki, "Cross Border Issues on Copyright and Trademark Law: Basic and Recent Developments," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00/koizumi_pr/index.html.

Kume, Takashi, "Jurisdiction and E-Commerce," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00/kume_pr/index.html.

Law Journal Extra, (Now Law News Network), All European Legal Information Exchange, <http://www.law.com>.

Law. Com, International Resources, <http://wwwll.law.com/international/nav.asp?h=2341>.

Law.Com, Peach, Randall J., "Dot-com's Host Server in NJ Isn't A Foothold for Jurisdiction," 29 August 2000, <http://www.law.com/cgi-bin/gx.cgi/Applegic+FTContentServer?pagename=law/View&c=Article&cid=ZZCVGQMGCC&live=true&cts=1&pc=0&pa=O&S=News&Eplgnore=true&showsummary=0>.

Law.Com, Lafferty, Shannon, "California Court Seems Set on Keeping Net Case Local," 13 July 2001, <http://www.law.com/cgi-bin/gx.cgi/...=0&useoverridetemplate-ZZZHCC0Q95C>.

LawMoney, Witt, Joanna, "Controversial" e-commerce proposal will increase litigation," 25 November 1999, http://www.lawmoney.xom/homepage/Display_Story/PreviewStory.asp?StoryNu,=3443.

Law Society of England and Wales, The, "Europe and International Section,"
http://www.lawsociety.org.uk/docs/fourth_tier.asp?section_id=2994&caller_ID=

Law Society of England and Wales, The and Law Society of Scotland, The, Brussels
Agenda, "Brussels Agenda," January 2000, <http://>

Law Society of England and Wales, The, "Building Confidence in Electronic
Commerce," http://www.lawsociety.org.uk/dcs/fourth_tier.asp?section_id=2049.

Left, Sarah, "MEP lobbies EU to scrap e-trading laws," Silicon.com, 10 January 2000,
<http://www.sil...VERNT=&REQINT1=34991&REQAUTH=21046>

Left, Sarah, "EU looks for ways to escape "damaging" ecommerce laws,"
Silicon.com, 25 January 2000,
<http://www.sil...VENT=&REQINT1=25279&REQAUTH=20146>

Left, Sarah, "The death of EU ecommerce: MEPs slam etail regulation," Silicon.com,
1 December 2000, <http://www.si...VENT=REQINT1=41268&REQAUTH=21046>.

Left, Sarah, "EU etail law reform stymied by rights lobby," Silicon.com, 22 September
2000, <http://www.si...VENT=&REQINT1=39844&REQAUTH=21046>.

Legal Week, Pullen, Mike, "EU's dangerous threat to e-commerce," 26 June 2001,
<http://www.lwk.co.uk/viewitem.asp?id=103&Keyword=dangerous>

Lennard, Michael, "Weaving Ntes to Catch the Wind Extraterritorial and
Supraterritorial Business Regulation in International Law," Attorney General's
Department, Australia, http://law.gov.au/aghome/legalpcl/oil/ITLC_97/Lennard.html

Lessig, Lawrence, *Code and Other Laws of Cyberspace*, Basic Books, New York,
1999, Chapter One (excerpts), <http://code-is-law.org/toc.html>

Lindeberg, Agne, "Jurisdiction on the Internet – The European Perspective An
Analysis of Conventions, Statutes and Case Law," American Bar Association,
Section on Business Law, Committee on Cyberspace Law, 20 July 1997,
<http://www.abanet.org/buslaw/cyber/initiatives/eujuris.html>

Lipinski, Tomas A., "The Developing Legal Infrastructure and the Globalization of
Information: Constructing a Framework for Critical Choices in the New Millenium
Internet – Character, Content and Confusion," 6 Rich J L & Tech 19 (Winter 1999-
2000), <http://www.richmond.edu/~jolt/v6i4/article2.html>.

LLRX.com, Morrissey, Carol M., "The Proposed UCC Article 2B – Pandora's Box,"
15 July 1998, <http://www.llrx.com/congress/071598.htm>

LLRX.com, Morrissey, Carol M., "Net Consumer Protection Proposals." 5 July 2000,
<http://www.llrx.com/congress/070500.htm>

Lustberg, Lori A., "Current Advertising Regulations and the Internet," *Computer Law Review and Technology Journal*, Summer 1998, <http://www2.smu.edu/csr/Sum98-2-Lustberg.pdf> at <http://www2.smu.edu/csr/articles.html>.

Maennel, Frithjof, "The Directive on Electronic Commerce at International Law," *Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules*. 11 – 12 September 2000, http://www.ilpf.org/confer/present00/maennel_pr/index.html

Maher, Dominic, "Online Shoppers Set to Double in Next Year," *Silicon.com*, 12 September 2000, <http://www.silicon.com...EQSTRI=Ebusiness%20Security&REQAUTH=21046>

Maier, Harold G., "A Hague Conference Judgments Convention and United States Courts: A Problem and a Possibility," *Albany Law School*, <http://www.als.edu/life/lr/v61.4/maier.html>

Mayewski, Christine E., "The Presence of a Web Site as a Constitutionally Permissible Basis for Personal Jurisdiction," <http://www.law.indiana.edu/ilj/v73/no1/mayewski.html>

Michigan Telecommunications and Technology Law Review, Menthe, Darrel, "Jurisdiction in Cyberspace: A Theory of International Sources," 23 April 1998, http://www.mttr.org/volfour/menthe_art.html.

Michigan Telecommunications and Technology Law Review, Wittrow, Kris, "Online Alternative Dispute Resolution: The "Write" Forum for the Right Parties," 21 March 2000, http://www.mttr.org/forum/witrow_art.html.

Mirzaian, Aristotle G., "Y2K... Who Cares? We Have Bigger Problems: Choice of Law in Electronic Contracts," 6 *Rich J L & Tech* 20 (Winter 1999-2000), <http://www.richmond.edu/~jolt/v6i4/article3.html>.

Moloney, Gerald and Robinson, Nicholas K., (eds), "Papers and Precedents from the Joint Conference with the Union des Avocats Européens held in Cork, September 1989," *Cyberia Twinkle*, <http://www.cyberia.ie/~twinkle/cover.html>.

Mondaq.com, Farquharson, Andrew, "United Kingdom: "Where Can We Be Sued?" – The Implications of The New Jurisdiction Rules Under the Brussels Regulation for Online Consumer Contracts," 11 December 2001, <http://www.mondaq.com/article.asp?...ner+product.1+type.article&print=1>

Morrow, James M., "Study: E-Shoppers Undaunted by Holiday Snafus," *E-Commerce Times*, 27 September 2000, <http://www.ecommercetimes.com/news/articles2000/000921-8.shtml>.

Multinational Monitor, Cray, Charlie, "The Enforcers. The Hague Convention and the Threat to Internet Freedoms and Consumer Protection," March 2002. Volume 23, Number 3, <http://www.essential.org/monitor/MM2002/02march/march02copr1.htm>

Mundim, Ana Paula Freitas, "SME's in Global Market: Challenges, Opportunities and Threats," *Brazilian Electronic Journal of Economics*, 26 June 2000, <http://www.beje.decon.ufpe.br/v3n1/mundim/munidm.html>

MacDonald, Elizabeth, "A Particular Problem for e-commerce: Section 3 of the Unfair Contract Terms Act 1997," <http://webjcli.ncl.ac.uk/2000/issue3/macdonald.html>.

MacRoberts, Solicitors, Publications, "Electronic Commerce; Jurisdiction and Applicable Law," <http://www.macroberts.co.uk/dynapub/files/148.Filetype.html.htm?saveto=/148.htm>

McBride Baker and Coles, In the News, New Developments, Soderna, Andrew, "Decision Against AOL Questions Enforceability of Jurisdiction Selection Clauses," <http://www.mcbridebakercoles.com/news/article.asp?PubID=1431181030200>

McDonald, Tim, "Study: E-Commerce Flourishing in Northern Europe," *E-Commerce Times*, 13 June 2000, <http://www.ecommercetimes.com/news/articles2000/000613-2.shtml>.

McWhinney, Christopher, Wooden, Sean, McKown, Jeremy, Ryan, John and Green, Joseph, "The "Sliding Scale" Personal Jurisdiction Via The Internet," *Stanford Technology Law Review*, http://stlr.stanford.edu/STLR/Even...sonal_jurisdiction/contents_f.html

Nakatomi, Taizo and Friedkin, Dawn, "Protecting Consumers in a Global Marketplace," *Internet Law and Policy Forum*, Jurisdiction II: Global Networks/Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00?friedkin_nakatomi_pr/index.html.

National Consumers Council, NCC Links, <http://www.ncc.org.uk/links/html>.

National Consumers Council, NCC News, "E-Commerce: lack of consumer trust holds it back," 2 August 2000, http://ncc.keymedia.co.uk/cgi-bin/kndb10.cgi/~loan208244_viewcurrent.html.

National Consumers Council, "E-Commerce and Consumer Protection," "Summary Report," <http://www.ncc.org.uk/pubs/pdf/ecommerce.pdf>.

National Consumers Council, Publications, "E-Commerce and consumer protection: consumers real needs in a virtual world," <http://www.ncc.org.uk/pubs/e-commerce.html>

Newsbytes.com, Creed, Alan, "New Zealand Web Sites Lack Basic Consumer Protection," 19 March 2001, <http://www.newsbytes.com/news/01/163352.html>

Newsbytes.com, Barlett, Michael, "Court Orders DVD-Copying Defendant to trial in California," 7 August 2001, <http://www.newsbytes.com/cgi-bin/u...lient.id=newsbytes&story.id=168782>

Newsbytes.com, McGuire, David, "Groups Rally to Defend Yahoo Against French Court Ruling," 13 August 2001, <http://www.newsbyters.com/cgi-bin/u...lient.id=newsbytes&story.id=168907>

Newsbytes.com, Macmillan, Robert, "EC Mulls New Consumer Protection Rules," 2 October 2001, <http://www.newsbyets.com/cgi-bin/i...le?client.id=newsbytes&story.id=17073>

Newsbytes.com, Bartlett, Michael, "California Supreme Court Will Hear DVD-Copying Appeal," 13 December 2001, <http://www.newsbytes.com/news/01/172967.htm>

News.cnet.com, Borland, John, "Europe takes a front seat in Net rulemaking," 15 January 2002, <http://news.cnet.com/news/0-1007-202-8493582.html?tag=pf>

News.com, Wolverton, Troy, "Judge Tosses Amazon Trademark Lawsuit," 26 February 2001, <http://news.onet.com/news/0-1007-200-4954342>.

News.com, Isenberg, Doug, "Legal Side Effects of Net Jurisdiction," 20 August 2001, http://news.onet.com/news/0-1276-210-6885733-1.html?tag=bt_bh

News.com, Kane, Margaret, "Digital commerce sparks tax tango," 20 July 2001, <http://www.news.cnet.com/news/0-1007-200-6614719.html>

News.com, Reuters, "Lawyer says Internet outside US law," 4 March 2002, <http://news.comcom/2100-1001-8541418.html>

Newsfactor, Beauprez, Jennifer, "Big Marketers Plan Ad Campaign to Ease Consumer's Online Privacy Fears," 24 August 2000, <http://www.newsfactor.com/news/articles2000/000824-sml.shtml>.

Newsfactor, Gill, Jat, "British Researchers Make Leap for Safer E-Mails," 2e August 2000, <http://www.newsfactor.com/news/articles2000/000823-sml.shtml>.

Newsfactor, Hargreaves, Deborah and Eaglesham, Jean, "E-Commerce Disputes Rule Set to Be Agreed," 14 November 2000, <http://www.newsfactor.com/news/articles2000/0001114-sml.shtml>.

Newsfactor, Kiggen, Elizabeth, "107th Congress to Tackle Internet Issues," 29th December 2000, <http://www.newsfactor.com/perl/story/6377.html>

New York Times.com, Glater, Jonathan D., "Hamming in the World Wide Web," 7 January 2001, <http://www.nytimes.com/>

New York Times.com, Guernsey, Lisa, "Welsome to the World Wide Web. Passport Please?" 15 March 2001, <http://www.nytimes.com/2001/03/15/technology/15BORD.html?pageswanted=printed>

New York Times.com, Kaplan, Carl S., "French Decision Prompts Questions About Free Speech and Cyberspace," 11 February 2002,
<http://www.nytimes.com/2002/02/11/technology/11NECO.htm>

New York Times.com, Meller, Paul, "Online Buyers Gain Ability to Sue," 1 December 2000, <http://www.nytimes.com/2000/12/01/technology/OINET.html>

New York Times.com, Meller, Paul, "Concern On Europe E-Commerce," 8 February 2001, <http://www.nytimes.com/2001/02/08/technology/08EURO.htm>

New York Times.com, Tedeschi, Bob, "E-Commerce Report: Revised Forecasts Show How Assumptions Can Crumble," 26 March 2001,
<http://www.nytimes.com/2001/03/26/technology/26ECOMMERCE.html>

New York Times.com, idg, The Standard.com, "European Commission Changes Tack on E-Commerce Law," 26 June 2001,
http://www.nytimes.com/thestandard/standard_27469.html

New York Times.com, Meller, Paul, "Europe Panel is Rethinking How It Views E-Commerce," 27 June 2001,
<http://www.nytimes.com/2001/06/27/technology/27CROS.html>

New Zealand Herald, Griffin, Peter, "Global web law a thorny issue," 16 July 2001,
<http://www.nzherald.co.nz/storyprint.cfm?srotyID=200280>

New Zealand Herald, Goddard, David, "You take your cyber-chances," 17 July 2001,
<http://www.nzherald.co.nz/storyprint.cfm?storyID=200530>

Nollkaemper, André, "Public International Law in Transnational Litigation Against Multinational Cooperations Prospects and Problems in the Course of the Netherlands," University of Amsterdam, Law School, Amsterdam Centre for International Law, http://www.jur.uva.nl/acil/preprint01_mns'c.PDF.

Nua Internet Surveys, "EU Countries pass joint ecommerce law," 4 December 2000,
http://www.nua.ie/surveys/?f=VS&art_id=905356214

OECD, Electronic Commerce, Committee on Fiscal Affairs, "Report to Ministers on Electronic Commerce: Progress in Implementing the Ottawa Taxation Framework Conditions," June 2000, http://www.oecd.org/daf/fa/e-com/ecom_english.PDF at http://www.oecd.org/daf/fa/first_en.html

OECD, Electronic Commerce, "Dismantling the Barriers to Global Electronic Commerce," <http://www.oecd.org/dsti/sti/it/ec/prod/dismantl.htm>

OECD, Ministerial Conference, "A Borderless World – Realising the Potential for Global Electronic Commerce," Ottawa, Canada, 7-9 October 1998,
<http://www.oecd.org/dsti/sti/it/ec/news/ottawa.html>.

OECD, "OECD Guidelines for Consumer Protection in the Context of Electronic Commerce," <http://www.oecd.org/dsti/sti/it/consumer/prod/guidelines.html>.

OECD, Directorate for Science, Technology and Industry, Committee for Information, Computer and Communications Policy, "The Software Sector: A Statistical Profile for Selected OECD Countries," DSTI/ICCP/AH(97)4/REV1, <http://www.oecd.org/dsti/sti/it/infosoc/stats/software.pdf>.

OECD, "Dismantling the Barriers to Global Electronic Commerce," <http://www.oecd.org/dsti/sti/it/ec/prod/dismantl.html>.

OECD, "Guidelines for Consumer Protection in the Context of Electronic Commerce," <http://www.oecd.org/publications/e-book/9300023e.pdf>

OECD, "Internet and Electronic Commerce Indicators Update," <http://www.oecd.org/dsti/sti/it/cm/stats/newindicators.htm>.

OECD, "Measuring Electronic Commerce," OCDE/GD (97) 185, http://www.oecd.org/dsti/sti/it/ec/prod/e_97-185.htm.

OECD, "OECD Workshop On Business-to-Business Electronic Commerce; Status, Economic Impact and Policy Implementations," 17 June 1999, http://www.oecd.org/dsti/sti/it/ec/act/oslo_workshop.html.

OECD, OECD Workshop, "Consumers In The Online Marketplace OECD Workshop On The Guidelines: One Year Later," 13-14 March 2001, <http://www.oecd.org/dsti/sti/it/consumer/index.htm>

OECD, "Recommendations of the OECD Concerning Guidelines for Consumer Protection in the Context of Electronic Commerce," http://www.oecd.org/dsti/sti/it/CONSUMER/prod/CPGuidelines_final.pdf.

OECD, Rotenberg, Marc, "Confidence and e-commerce," 14 January 2001, <http://www.oecdobserver.org/news/fullstory.php/aid=409>.

OECD, Technical Advisory Group on Treaty Characterization of E-Commerce Payments, "Revised Document for Comments," 1 September 2000, http://www.oecd.org/daf/fa/treaties/treatychar_4Sept.pdf at <http://www.oecd.org/subject/e-commerce/>

OECD, 22nd International Conference on Privacy and Personal Data Protection, Session 9: New Challenges, "Session 9, Privacy Protection and Redress in the Online Environment: Fostering Effective Alternative Dispute Resolution," http://www.oecd.org/dsti/sti/it/secur/prod/venice_paper.pdf at <http://www.oecd.org/subject/e-commerce/>

OECD, "Measuring the Information Economy," Chapter IV, Electronic Commerce, <http://www.oecd.org/dataoecd/34/35/2771139.pdf>

Office of Fair Trading, The, "Problems with On-Line Shopping?"
<http://www.oft.gov.uk/html/shopping/noframes/watchout.html>.

Office of National Statistics "2001 online trading by UK business," 8 October 2002,
<http://www.statistics.gov.uk/pdfdir/ecom1002.pdf>

Oneworld.org, "Consumer Rights and the Multilateral Trading System – What Needs to be Done before a Millenium Round,"
http://www.oneworld.org/consumers/trade/position_paper/index.html.

Out-Law.com, "Industry attacks European plans to change jurisdiction laws," 7 November 2000, http://out-law.co...ge_id=industryattacksecur973599848

Out-law.com, "European jurisdiction regulation gets approval," 1 December 2000,
http://www.out-law.co...e_id=europeanjurisdicti975674112

Out-law.com, "Global e-commerce dispute resolution service launched in the US," 9 November 2000, http://out-law.co...age_id=globalecommercedi973772998.

Out-law.com, "Experts to reconsider e-commerce jurisdiction," 31 January 2001,
http://www.out-law.com/php...p3?page_id=expertstoreconside980943355.

Out-law.com, "Ad group lobbies against proposed EU jurisdiction law, 30 May 2001,
http://www.out-law.com...page_id=adgrouplobbiesaga991221403

Out-law.com, "EU rethink on jurisdiction plans," 28 June 2001, http://www.out-law.com...?page_id=eurethinkonjuris993727341.

Out-law.com, "UK on-line sales topped £18 billion in 2001," 10th October 2002,
http://www.out-law.com/php/page.php3?page_id=ukbusinesssalesto1034249377

Pace University School of Law, Institute of International Commercial Law, CISG Database, Cases on the CISG,
<http://www.cisg.law.pace.edu/cisg/text/caseschedule.html>

Pace University School of Law, Institute of International Commercial Law, Pace Database CISG and International Commercial Law,
<http://www.cisg.awl.pace.edu/cisg/text/database.html>

Pace University School of Law, Institute of International Commercial Law, Saf, Caroline, "A Study of the Interplay Between the Conventions Governing International Contracts of Sale," Excerpt, September 1999,
<http://www.joe.law.pace.edu/asg/text/saf6.html>

Peach, Randall J., "Dot-com's Host Server in NJ Isn't A Foothold for Jurisdiction," Law.Com, 29 August 2000, <http://www.law.com/cgi-bin/gx.cgi/Applegic+FTContentServer?pagename=law/View&c=Article&cid=ZZCVGQMGCC&live=true&cts=1&pc=0&pa=O&S=News&Eplgnore=true&showsummary=O>.

Pearson, Nick and Morgan, Julie, "Reconciling conflicting provisions of the Brussels Convention," Baker and McKenzie,
http://bakerinfo.com/Publications/Documents/687_txt.html

Phillips Nizer Benjamin Krim and Ballon LLP, Samson, Martin H., "Cyberspace – Here, There or Everywhere? A Study of Jurisdiction,"
<http://www.phillipsnizer.com/artnew17.htm>

Phillips Nizer Benjamin Krim and Ballon LLP, Samson, Martin H., "Internet Law – Jurisdiction," <http://www.phillipsnizer.com/int-jurisdic.htm>

Phoenix Ink Communications, Rienstra, Dianna, "Report on E-Commerce: Picking Winners and Losers in On-line Europe," http://www.e-global.es/005_ereport_riesntra.pdf at http://www.e-global.es/libros/_007.htm#1

Progressive Policy Institute, Atkinson, Robert A., "The Revenge of the Disintermediated How the Middleman is Fighting E-Commerce and Hurting Consumers," January 2001, <http://www.pponline.org/documents/disintermediated.pdf> at <http://www.pponline.org/ppi-cim?knlgAreaID=107&subsecid=123&contextid=2941>.

Progressive Policy Institute, Frankel, Matthew and Lister, Katharine, "How the Middleman Is Fighting E-Commerce and Hurting Consumers to the tune of \$15 billion annually," 30 January 2001,
http://www.pponline.org/ppi_ci.cf...d=2959&knlgAreaID=85&subsecid=108.

Reynolds, William L., "What Happens When Parties Fail to Prove Foreign Law?" Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48207.htm>

Richmond Journal of Law and Technology, Conner, Cheryl L., "Compuserve v Patterson, Creating Jurisdiction Through Internet Contacts," 4 Rich J L & Tech 9 (Spring 1998), <http://www.urich.edu/~jolt/v4i3/conner.html>.

Richmond Journal of Law and Technology, Tamayo, Yvonne A., "Who? What? When? Where? Personal Jurisdiction and the World Wide Web," 4 Rich J L & Tech 7 (Spring 1998), http://www.urich-edu/~jolt/v4i3/tamayo_related.html.

Richmond Journal of Law and Technology, Falcon, W. David, "A Nice Place to Visit But I Wouldn't Want to Litigate There: The Effect of Cybersell v Cybersell on the Laws of personal Jurisdiction," 5 Rich J L & Tech 11 (Spring 1999),
<http://www.richmond.edu/~jolt/v5i3/falcon.html>.

Richmond Journal of Law and Technology, Lipinski, Tomas A., "The Developing Legal Infrastructure and the Globalization of Information: Constructing a Framework for Critical Choices in the New Millenium Internet – Character, Content and Confusion," 6 Rich J L & Tech 19 (Winter 1999-2000),
<http://www.richmond.edu/~jolt/v6i4/article2.html>.

Richmond journal of Law and Technology, Mirzaian, Aristotle G., "Y2K... Who Cares? We Have Bigger Problems: Choice of Law in Electronic Contracts," 6 Rich J L & Tech 20 (Winter 1999-2000), <http://www.richmond.edu/~jolt/v6i4/article3.html>.

Saliba, Clare "AOL Beefs Up E-Shopping Tool," E-Commerce Times, 19 September 2000, <http://www.ecommercetimes.com/news/articles2000/000919-2.shtml>.

Saliba, Clare, "Dell to Launch B2B Marketplace," E-Commerce Times, 21 September 2000, <http://www.ecommercetimes.com/news/articles2000/000921-2.shtml>.

Saliba, Clare and Enos, Lori, "US E-Commerce Shows Solid Q2 Growth," E-Commerce Times, 1 September 2000, <http://www.ecommercetimes.com/news/articles2000/000901-1.shtml>.

Saliba, Clare, "California Lawmakers Push for Net Tax," E-Commerce Times, 31 August 2000, <http://www.ecommercetimes.com/news/articles2000/000813-8.shtml>

Saliba, Clare, "US Issues E-Commerce Warning," E-Commerce Times, 5 December 2000, <http://www.ecommercetimes.com/perl/story/5706.html>.

Salon.com, Finkel, Jori, "The case of the forwarded email," http://www.salon.com/t...museum_security-network/print.html

Sammonds, Jack L., "Introduction to Brainerd Currie Choice-of-Law Symposium, Brainerd Currie: I am the Very Model of a Modern Intellectual," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48217.htm>

Savings Banks Web Site, The, Home Page, <http://www.savings-banks.com>.

Savings Banks Web Site, The, European Savings Bank Group, Position Paper on the Commission's Communications (COM(97) 609 final), <http://www.savings-banks.com/esbg/pp0539.html>.

Scmp.com, "Censors Losing Bid to Control Web Flow," 3 May 2001, <http://technology.scmp.com/ZZZL5TNKYLC.html>

Selder, Robert A., "A Rael World Perspective on Choice of Law," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/48214.htm>

Selmlaw.com, Foss, Morten, "Electronic Commerce – Private International Law Pursuant to European and Norwegian Law," 11 December 2000, <http://www.selmlaw.com/eng/index.asp>

Shreve, Gene R., "Choice of Law and the Forgiving Constitution," <http://www.law.indiana.edu/ilj/v71/no2/shreve.html>

Silicon.com, Gardiner, Joey, "Euro Regulators Clash Over Online Protection Rules," 6 September 2000, <http://www.silicon.com...4001REQEVENT=&REQINT1=39478&REAUTH=21046>.

Silicon.com, Publications, Press Release, "Primary Offers of Securities via the Internet," http://www.sc.com.my/html/publications/press/pr_990818.html.

Silicon.com, Publications, Press Release, "Capital Share Fund Not Approved by the SC," http://sc.com.my/html/publications/press/pr_991221.html.

Silicon.com, Maher, Dominic, "Online Shoppers Set to Double in Next Year," 12 September 2000,
<http://www.silicon.com...EQSTRI=Ebusiness%20Security&REQAUTH=21046>.

Silicon.com, News Report, "UK Government Unveils Latest Blueprint for e-Britain," 10 October 2000,
<http://www.silicon.com...QLESS=48670&14001REQEVENT=&REQIN1=40163>

Silicon.com, "Online trade law talks break down," 31 March 2000
<http://www.silicon.com...4001REQEVENT=&REQINTI=36684&REQAUTH=21046>.

Silicon.com, "UK Government Urged to Support Changes to Ecommerce Law," 15 September 1999,
<http://www.silicon.com...4001REQEVENT=&REQINT1=32739&REQAUTH+21046>.

Silicon.com., Gardiner, Joey, "MEP Slams EU "Distance Selling" Plans," 6 July 1999,
<http://www.silicon.com...4001REQEVENT=&REQINT131360&REQAUTH=21046>.

Silicon.com., Heikkila, Pia, "US Seeks Standard Worldwide Ecommerce Laws," 11 September 2000,
<http://www.silicon.com/public...04REQEVENT=&REQINT1=39543&REQSTRI=newsnow>.

Silicon.com, Gardiner, Joey, "EC Adopts "distance selling" proposals," 15 July 1999,
<http://www.silicon.com...4001REQEVENT=&REQINT1=31545&REQAUTH+21046>.

Silicon.com, Left, Sarah, "MEP lobbies EU to scrap e-trading laws," 10 January 2000,
<http://www.sil...VENT=&REQINT1=34991&REQAUTH=21046>

Silicon.com, Left, Sarah, "EU looks for ways to escape "damaging" ecommerce laws," 25 January 2000,
<http://www.sil...VENT=&REQINT1=25279&REQAUTH=20146>

Silicon.com, Left, Sarah, "The death of EU ecommerce: MEPs slam etail regulation," 1 December 2000, <http://www.si...VENT=REQINT1=41268&REQAUTH=21046>.

Silicon.com, Left, Sarah, "EU etail law reform stymied by rights lobby." 22 Septmber 2000, <http://www.si...VENT=&REQINT1=39844&REQAUTH=21046>.

SiliconValley.com, Sullivan, Andy, "Global E-Commerce Treaty Hits Snag." 20 February 2001, <http://www0.mercurycen...breaking/internet/docs/8724171.htm>

Silicon Valley.com, "Global Rules for web trade needed – new WTO head," <http://www.siliconvalley.xom/docs/news/tech026070.htm>

Silicon Valley.com, "Judge refuses to dismiss Elcomsoft copyright case," 2 April 2002, <http://www.siliconvalley.com/mld/silic...template+contentmodules/printstory.j>

Silveira, Dra Mariana, "The National Center for Inter-American Free Trade," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/silveira_pr/index.html.

Silveira, Dra Mariana, "Jurisdiction - The Fundamental Concepts: Focus on Latin America (DRAFT)," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 –12 September 2000, http://www.ilpf.org/confer/present00/silveira_pr/index.html.

Singer, Joseph William, "Justice and the Conflict of Laws," Mercer Law Review, <http://www.law.mercer.edu/lawreview/Articles/480203.htm>

Social Science Research Network, The , Boss, Amelia H., "The Jurisdiction of Commercial Law: Party Autonomy in Choosing Applicable Law and Forum Under Proposed Revisions to the Uniform Commercial Code," http://www.papers.ssr.com/paper.taf?/ABSTRACT_ID=158471.

Society for Electronic Commerce and Rights Management, The, "Electronic Commerce Table of Contents," <http://www.ecomm.org/links/ecommerce.html>.

Society of International Law (Singapore), International Conflicts of Laws, Main Page, <http://www/sils.org/find-conflicts.html>.

Spiegel, Rob, "Cybercrooks Stealing \$200 Billion Annually," E-Commerce Times, 6 October 1999, <http://www.ecommercetimes.com/news/articles/991006-2.shtml>.

Spindler, Gerald, "Private International Law and Consumer Protection," http://www.e-globasl.e/010_privatelaw_spindler.pdf.

Stanford Technology Law Review, McWhinney, Christopher, Wooden, Sean, McKown, Jeremy, Ryan, John and Green, Joseph, "The "Sliding Scale" Personal Jurisdiction Via The Internet," http://stlr.stanford.edu/STLR/Even...sonal_jurisdiction/contents_f.html

Strauss, Andrew L., "where America Ends and the International Order Begins: Interpreting the Jurisdictional Reach of the US Constitution in Light of a Proposed Hague Convention on Jurisdiction and Satisfaction of Judgments," Albany Law School, <http://www.als.edu/life/lr/v61.4/strauss.html>

Steinfeld, Charles (ed), "Special Issue on Electronic Commerce," Journal of Computer Mediated Communication, Volume 1 No.3, Contents, <http://www.ascusc.org/jcmc/vol1/issue3/vol1no3.html>.

Steinfeld, Charles (ed), "Electronic Commerce and The Web," Journal of Computer Mediated Communication, Volume 5 No.2, <http://www.ascusc.org/jcmc/vol5/issue2>.

Swindells, Chris and Henderson, Kay, "Legal Regulation of the Internet," 1998(3) The Journal of Information, Law and Technology (JILT), <http://www.elj.warwick.ac.uk/jilt/98-3/swindells.html>

Symeonides, Symeon C., "Resolving Six Celebrated Conflicts Cases Through Statutory Choice-of-Law Rules," <http://www.law.mercer.edu/lawreview/Articles/48211.htm>

Tamayo, Yvonne A., "Who? What? When? Where? Personal Jurisdiction and the World Wide Web," 4 Rich J L & Tech 7 (Spring 1998), http://www.urich.edu/~jolt/v4i3/tamayo_related.html.

Taylor Nelson Sofres, Global E-Commerce Report July 2000, <http://worldwide.fnsofres.com/ger>

Technewsworld, Story Link to CNET News, "CNET News.com: Porn Site operators sued over credit card charges," 23 August 2000, <http://www.technewsworld.com/story/?id=435821&cat=commerce>.

Techweb.com, Mosquera, Mary, "Consumer Need Global Ecommerce Protection," 6 August 2000, <http://www.techweb.com/wire/story/TWB19990608S0023>

The Standard, Gray, Douglas, F., "UK Plays Catch-up on Electronic Law," 26 July 1999, <http://www.thestandard.net/article/isplay/0,1151,5663,00.html>.

The Standard, Sprenger, Polly, "European E-Commerce: Stymied By 1950's Law?" 2 November 1999, <http://www.thesatndard.com/article/display/0,1151,7361,00.html>.

The Standard, Sprenger, Polly, "Old Laws Stir Up New Worries in Europe," 8 November 1999, <http://www.thestandard.com/article/display/0,1151,7402,00.html>.

TMC Asser Institute, Catalogue, "Public International Law Publications," <http://www.asser.nl/publicat/public.htm>

Trachtman, Joel P., « Cyberspace, Sovereignty, Jurisdiction and Modernism, » <http://www.law.indiana.edu/glsj/vol5/no2/10tract.html>

Trading Standards, The Trading Standards Council, Advice Leaflet, "Shopping on the Internet – top ten tips," <http://www.tradingstandards.gov.uk/cgi-bin/calitem.cgi?file=ADV00025-1111txt>.

Trans Atlantic Consumer Dialogue, "06 July 2000: TACD issues a position paper on Developments of a Code of Practice for Electronic Traders," <http://www.tacd.org>.

Trans Atlantic Consumer Dialogue, "Recommendations on Electronic Commerce,"
<http://www.tacd.org/ecommercecf.html>.

Trust UK, Home Page, <http://www.trust.org.uk/>

Twigg-Flesner, Christian and Bradgate, Robert, "The EU Directive on Certain Aspects of the Sale of Consumer Goods and Associated Guarantees – All Talk and No Do?" <http://www.webjcli.ncl.ac.uk/2000/issue2/flesner2.html>

UCLA, Cyberspace Law and Policy, Cyberspace Bibliography,
<http://www.gseis.uda.edu/iclp/bib5.htm>

UK.internet.com, Middleton, James, "Online shopping on the rise," 13 November 2000, <http://www.uk.internet.com/Article/100851>

UNCITRAL, Commercial Law Association, <http://www.cluncitral.org>.

UNCITRAL, Index, Texts Resulting from the Work of UNCTRAL, International Sale of Goods and Related Transactions,,
<http://www.uncitral.org/english/texts/sales/index.html>.

UNCITRAL, Index, Texts Resulting from the Work of UNCTRAL, Electronic Commerce, <http://www.uncitral.org/english/texts/electcom/index.html>.

UNCITRAL, UNCITRAL Model Law on Electronic Commerce, with Guide to Enactment 1996, <http://www.uncitral.org/english/texts/electcom/ml-ec.html>.

UNCITRAL, Working Group IV on electronic commerce, <http://www.uncitral.org/en-index.htm>

UNCITRAL "Legal Aspects of Electronic Commerce: Legal Barriers to the Development of Electronic Commerce in International Instruments relating to international trade: ways of overcoming them," 20 December 2000, A/CN.9/WG.IV/WP.89, <http://www.uncitral.org/en-index.htm> (o

UNCITRAL, "Legal Aspects of Electronic Commerce: Electronic Contracting : Provisions for a Draft Convention," A/CN.9/WG.IV/WP.96, 5 and 11 December 2001, <http://www.uncitral.org/en-htm>

Uniform Law Commissioners, The National Conference of Commissioners on Uniform State Laws, Drafts of Uniform and Model Acts, Official Site,
<http://www.law.upenn.edu/bll/ulc/ulc.htm>

Unit for Internet Studies, The, Home Page, <http://www.internetstudies.org>.
United Nations General Assembly, United National Commission on International Trade Law, "Legal aspects of electronic commerce. Electronic contracting: provisions for a draft convention. Note by the Secretariat," Working Group IV (Electronic Commerce), thirty-ninth session, New York, 11-15 March 2002, <http://www.uncitral-org/en-index.htm>

United Nations General Assembly, United National Commission on International Trade Law, "Legal aspects of electronic commerce. Electronic contracting: provisions for a draft convention. Note by the Secretariat," Working Group IV (Electronic Commerce), thirty-ninth session, New York, 11-15 March 2002, <http://www.uncitral-org/en-index.htm>

United States House of Representatives, Committee on the Judiciary, Jeffrey D. Kovar, Assistant Legal Adviser for Private International Law, US Department of State, Before the Subcommittee on Courts and Intellectual Property of the Committee on the Judiciary of the House of Representatives, 29 June 2000, "Negotiations at the Hague Conference for a Convention on Jurisdiction and the Recognition and Enforcement of Foreign Civil Judgments," <http://www.house.gov/judiciary/kova0629.htm>

United States House of Representatives, Committee on Energy and Commerce, Impediments to Digital Trade, Prepared Witness Testimony of Jeffrey D. Kovar, 22 May 2000, <http://energycommerce.house.gov/10...222001Hearing231/Kovar347print.htm>

United States Council for International Business, "Jurisdiction in the Context of Electronic Commerce," <http://www.uscib.org/policy/jurrcifin.html>.

United States Government Electronic Commerce Policy, <http://www.ecommerce.gov>.

University of Amsterdam, Law School, Amsterdam Centre for International Law, Archive of Publications, http://www.jur.uva.nl/acil/Archive_publications_1994-1999.html

University of Amsterdam, Law School, Amsterdam Centre for International Law, Research Programme Details, http://www.jur.uva.nl/acil/Research_program.html

University of Amsterdam, Law School, Amsterdam Centre for International Law, Nollkaemper, André, "Public International Law in Transnational Litigation Against Multinational Cooperations Prospects and Problems in the Course of the Netherlands," http://www.jur.uva.nl/acil/preprint01_mns`c.PDF.

University of Amsterdam, Law School, Amsterdam Centre for International Law, Legal Issues of Economic Integration, Guidelines for Submission, 12 November 1999, <http://www.jur.uva.nl/acil/guidelines.html>

University of Amsterdam, Law School, Kelley, Sarah, "An Annotated Bibliography and Guide to Resources in the Young Law Library," Revised 1999, <http://law.uark.edu/arklaw/aglaw/bibguide/comp-law.html>

University of Durham, Allen, Tom and Widdison, Robin, "Can Computers Make Contracts?" <http://www.dur.ac.uk/Law/centre/hjolt.html>.

University of Edinburgh, School of Law, "State of Play of the Transposition of the Electronic Commerce Directive as of 26.05.03," at <http://www.law.ed.ac.uk/ahrb/publications/online/transposition.rtf>

University of Koeln, electronic Commerce Research Centre, http://www.wi-im.uni-koel.de/?EC_Resource_Centre

University of Maribor, Slovenia, 13th Bled Electronic Commerce Conference, Home Page, 19-21 June 2000, <http://www>.

University of Massachusetts, Articles on Online ADR, <http://www.umass.edu/dispute/articles/html>

University of Massachusetts, Centre for Information Technology, Katsh, Ethan, Rifkin, Janet and Gaitenby, Alan, "Ecommerce, E-Disputes and E-Dispute Resolution: In The Shadow of "eBayLaw,"" <http://www.disputes.net/cyberweek2000/ohiostate/katsh.htm>

University of Massachusetts, Department of Legal Studies, Katsh, Ethan, "The Online Ombus Office: Adapting Dispute Resolution to Cyberspace," <http://mantle.obs.umass.edu/vmag/katsh.htm>

University of Massachusetts, Katsh, Ethan, "The New Frontier: Online ADR Becoming a Global Priority," *Dispute Resolution Magazine*, Winter, 2000, <http://www.umass.edu/dispute/articles.html>

University of Massachusetts, Symposium: Legal Regulation of the Internet, Katsh, Ethan, "Dispute Resolution in Cyberspace," 28 *Conn L Rev* 953 (1996), <http://www.umass.edu/legal/articles/connmain.html>

US Department of Commerce, US Government Working Group on Electronic Commerce, First Annual Report, http://www.e-global.es/report98_usa.pdf at http://www.e-global.es/libros_007.htm#1

US Department of Commerce, Secretariat on Electronic Commerce, *The Emerging Digital Economy*, <http://www.e-global.es/emergingdig.pdf> at <http://www.ecommerce.gov>

US Department of Commerce, *The Emerging Digital Economy II*, June 1999, <http://www.e-global.es/ede2.pdf> at http://www.e-globles.es/libros_007.htm#1

US General Services Administration, Federal Consumer Information Center, "The Consumer Action Handbook," <http://www.pueblo.gsa.gov/crh/respref.html>.

US State Department, The, US Department of State Office of the Spokesman, Press Statement, Media Note, 16 February 2000, "Secretary of State's Advisory Committee on Private International Law: Study Group on Jurisdiction and Judgments: Meeting Notice," <http://www.secreatry.satet.gov/www/breifings/statements/2000/ps000216.html>.

US State Department, The, Brand, Professor Ronald A., "Due Process as a Limitation on Jurisdiction in US Courts and a Limitation on the United States at the Hague Conference on Private International Law," February 1998, http://www.state.gov/www/global/legal_affairs/brand.html.

Vartanian, Thomas P., "Whose Internet is it Anyway? The Law of Jurisdiction in Cyberspace: Achieving Legal Order Among the World's Nations," American Bar Association, Section on Business Law, Committee on Cyberspace Law, Subcommittee on Transnational Issues, 2000 Global Internet Summit, 13-14 March 2000, <http://www.kentlaw.edu/cyberlaw/resources/global/ummit.rtf>.

Virtualchase.com, Legal Research Guide, <http://www.virtualchase.com/resources/internetlaw.shtml>

Viscounty, Perry, "Torts Arising out of International E-Commerce," Internet Law and Policy Forum, Jurisdiction II: Global Networks / Local Rules, 11 -12 September 2000, http://www.ilpf.org/confer/present00/viscounty_pr/index.html.

Vivrele.net, "Les libraires en ligne soumis a la loi Lang," 8 April 2002, <http://www.vivrele.net/node/457.html>

Vu, Hao-Nhien Q., "Choose or Lose Choice-of-Law Issues in Cyberspace Case Remains Unresolved," Los Angeles Daily Journal, May 22, 1997, <http://haohien.vu/choice.htm>

Wall Street Lawyer.com, Perlow, Mark, "State Jurisdiction in an Age of National Electronic Markets: A Case Example."

Ward, Mark, "Putting Trust Online," BBC News, Business Section, 18 July 2000, http://news.bbc.co.uk/hi/english/business/newsid_839000/839112.stm

Weintraub, Russell J., "Negotiating the Tort Long-Arm Provisions of the Judgments Conventions," Albany Law School, <http://www.als.edu/life/lr/v61.4/weintraub.html>

Weintraub, Russell J., "Comments on the Round table Discussion of Choice of Law," Mercer Law Review, <http://www.law.mercer.edu/lawreviw/Articles/48206.htm>

Weisman, Jon, "A Net Without E-Commerce?" E-Commerce Times, 19 September 2000, <http://www.ecommercetimes.com/news/articles2000/000919-3.shtml>.

WestNet.com, Tom Pitegoff's Home Page, Re American Bar Association, Conflicts in Cyberspace, The Jurisdiction Project, <http://www.westnet.com~pitegoff/cyberconflicts.html>

Which?, "Online Shopping Guide," <http://www.which.net/shopping/guide.html>.

Which?, "CA's Recommended Policy Information Sites," <http://www.which.net/campaigns/links.html>.

Wilske, Stephan and Schiller, Teresa, "International Jurisdiction in Cyberspace: Which States May Regulate the Internet?"

<http://www.law.indiana.edu/fclj/pubs/v50/no1/wilske.html>

Wittrow, Kris, "Online Alternative Dispute Resolution: The "Write" Forum for the Right Parties," Michigan Telecommunications and Technology Law Review, 21 March 2000, http://www.mttlr.org/forum/withrow_art.html.

Wired.com, "Another Try at E-tail Agreement," 20 February 2001,

<http://www.wired.com/news/politics/0,1283,41904,00.htm>

Wired.com, McCullagh, Declan, "Worldwide Copyrights a Quagmire?" 16 May 2001,

<http://www.wired.com/news/politics/0,1283,43820,00.html>

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues,"

<http://ecommerce.wipo.int/primer/primer.html#8>

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues," Introduction, May 2000,

<http://ecommerce.wipo.int/primer/introduction.html>.

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues," "1 – Global Electronic Commerce: Its Emergence and Growth,"

<http://ecommerce.wipo.int/primer/sections1.html>.

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues," "III The Impact of Electronic Commerce on Intellectual Property," <http://ecommerce.wipo.int/primer/section3.html>.

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues," "IV – Differential Development and Access: Issues for Developing Countries,"

<http://ecommerce.wipo.int/primer/section4.html>.

World Intellectual Property Organisation, Electronic Commerce, "Primer on Electronic Commerce and Intellectual Property Issues," "VI – The WIPO Digital Agenda," <http://ecommerce.wipo.int/primer/section6.html>.

World Intellectual Property Organisation, Forum on Private International Law and Intellectual Property, Background Paper, Prepared by the International Bureau, 30 and 31 January 2001, http://www.wipo.org/pil_forum/en/documents/pdf/pil_01_09.pdf.

World Intellectual Property Organisation, Forum on Private International Law and Intellectual Property, Forum and Program, January 30 and 31 2001,

<http://www.wipo.org/pil-forum/en/documents/index.html>

World Intellectual Property Organisation, Forum on Private International Law and Intellectual Property, Dugauchi, Professor Masuto, "A Civil Law Overview," January 2001, http://www.wipo.org/pil-forum/en/documents/pdf/pil_01_8.pdf.

World Intellectual Property Organisation, Forum on Private International Law and Intellectual Property, Perritt, Henry H., "Electronic Commerce: Issues in Private International Law and the Role of Alternative Dispute Resolution," http://www.wipo.org/pil-forum/en/documents/pdf/pil_01_6.pdf.

World Intellectual Property Organisation, Forum on Private International Law and Intellectual Property, Dreyfuss, Professor Rochelle C., and Ginsburg, Professor Jane C., "Draft Convention on Jurisdiction and Recognition of Judgments in Intellectual Property Matters," Geneva, January 30 and 31, 2001, <http://www.wipo.org/pil-forum/en/documents/index.htm>

Zembeck, Richard S., "Jurisdiction and the Internet: Fundamental Fairness in the Networked World of Cyberspace," 1996 Albany Law Journal of Science and Technology.
<http://uk.westlaw.com/result/text...ervice=Search&SS=Dec&Tab=Cite+List>

Zdnet.com, Konrad, Rachel, "Europe- the watchdog of the Net?" 15 January 2002, <http://www.zdnet.com/filters/printerfriendly/0,6061,5101787-2,00.htm>

Table of Cases

TABLE OF CASES

UNITED KINGDOM

Bank of Scotland v Seitz 1990 SLT 584

BJ Mann (Advertising) Ltd v Ace Welding & Fabrications Ltd 1994 SCLR 763

Dallas & Co v McArdle 1949 SLT 349

Harada Ltd (t/a Chequepoint UK Ltd) v Turner, EAT, 2 November 1999, [2000] I.L.Pr. 574 (Westlaw, 1999 WL 1019545)

Latchin (t/a Dinkha Latchin Associates) v General Mediterranean Holdings SA [2002] C.L.C. 330, (Westlaw 2001 WL 1612708)

Owners of Cargo Lately Laden on Board the Rewia v Caribbean Liners (Caribtainer) Ltd (The Rewia) Also known as: Owners of the Cargo Lately Laden on Board the Rewia v Caribbean Liners (Caribtainer) Ltd The Rewia, [1991] 1 Lloyd's Rep. 69

Picardi v Mr. and Mrs. Cuniberti, 19th December 2002, (Westlaw 2002 WL 31947416)

Prostar Management Ltd v Twaddle 2003 S.L.T. (Sh Ct) 11

A. Rayner v R. Davies, [2003] 1 All ER (Comm) 394 (CA)

Russell McCarthy v Abowall (Trading) Ltd 1992 SLT (Sh Ct) 65

Semple Fraser WS v Ian Quayle 2002 SLT (Sh Ct) 33

Standard Bank London Ltd v Dimitrios and Styliani Apostolakis (No 1) [2000] IL Pr 766

Standard Bank v Apostolakis (No.2) [2001] Lloyd's Law Reports 240

EUROPEAN COURT OF JUSTICE

Francesco Benincasa v Dentalkit Srl [1997] ECR I-3767

(150/77) *Bertrand v Ott* [1978] ECR 1431

(C-318/93) *Brenner and Peter Noller v Dean Witter Reynolds* [1994] ECR I-4275

(C-541/99) *Cape SNC v Idealservice Srl* [2001] ECR I-9049

22/70 *Commission v Council (ERTA)* [1971] ECR 263

C-96/00 R. Gabriel v Schlanck & Schick GmbH [2002] ECR I-6367

Peter Klomps v Karl Michel [1981] ECR 1593

LTU Lufttransportunternehmen GmbH & Co KG v Eurocontrol (29/76) [1976] ECR 1541

C-99/96 Hans-Hermann Mietz v Intership Yachting Sneek BV [1999] ECR I-2277

Pronuptia 161/84 [1986] ECR 353

Oceano Grupo Editorial SA v Quintero and Others [2000] ECR I-4941

R v Re Jurisdiction in A Consumer Contract [2002] I.L.Pr. 14

C-89/91 Shearson Lehman Hutton v TVB [1993] ECR I-139

Tessilli v Dunlop

UNITED STATES

Accuweather Inc. v Total Weather Inc. M.D Pa. No.4:DV-02-0006 2/10/02

Advanced Software Inc. v Datapharm Inc. C.D Cal. No. CV 98-5943 DDP 3/11/98

Agar v Multi-Fluid Inc., DC Texas Civil Action No. 95-5105

Atlantech Distribution Inc. v Credit General Ins. Co., 30 F.Supp 2d 534 D.Md., 10/11/03

ALS Scan Inc. v Digital Service Consultants Inc, 293 F.3d 707 (4th Circuit 2002)

Amazon.com v Webovation, W.D.Wash., C00-1173C 2/11/00

Amberson Holdings LLC v Westside Story Newspaper, D.N.J, Civil Action No.00-1108 (NHP), 8/22/00

America Online Inc. v Huang, E.D. Va 00-290-A 13/07/00

America Online Inc. v Superior Court [Mendoza] No A 092813 Cal 1st Appeal District Division 2 21/06/01

American Eyewear Inc. v Peepers, CV-1657-D 16/05/00

American Homecare Federation Inc v Paragon Scientific Corporation et al Case No CV-893 (WWE) 1998 US Dist Lexis 17962 (D.Conn October 26, 1998)

- American Hondo Motor Co Inc. v Rinkied Inc.* C.D.Cal., CV 98-7315 DDP (RZx) 03/03/99
- American Information Corporation v American Informetrics Inc.*, No. CIV JFM-00-3288, 139 F. Supp. 2d 696, April 12, 2001
- American Network Inc., v Access America / Connect Atlanta Inc.*, DC SNY 96 Civ 6823 13/08/97
- Asahi Metal Industry Co. v Superior Court*, 480 US 102, 109, 107 S.Ct. 1026, 1033 94 L.Ed.2d 92 (1987)
- Audi AG v Izumi*, E.D Mich No.01-CV-74520-DT, 23/05/02
- Audi AG and Volkswagen of America, Inc. v. D'Amato* 341 F.Supp.2d 734, E.D.Mich., Oct 19, 2004 at p.744.
- Bancroft & Masters Inc., v Augusta National Inc.*, No.99-15099 223 F.3d 1082
- Barrett v Catacombs Press* E.D Pa. Civ. No. 99-736 12/4/99
- Bates v Starnes* No. Civ.JFM-04-1956. 2005 WL 705345 (D.Md.) March 24, 2005.
- Bensusan Restaurant Corp. v King*, 937 F. Supp 295 (S.D.N.Y 1996)
- Blumenthal v Drudge* 992 F. Supp. 44 (D.D.C. 1998).
- Blackburn v Walker Oriental Rug Galleries* ED. Pa. No.97 – CV – 5704 07/04/98
- Bochan v LaFontaine et al* No.98-CV-1749 (ED. Va 26/05/99)
- Bremen v Zapata Off-Shore Co.*, 407 US 1, 12, 92 s.Ct., 1907, 1914, 32 L.Ed.2d. 513 (1972)
- Bridgeport Music, Inc. v. Still N The Water Publ'g* 327 F.3d 472, 483 (6th Cir.2003) (per curiam).
- Bunn-O-Matic Corp. v Bunn Coffee Serv.*, CD Ill. No.97-3259 01/04/98
- Burger King Corp. v Rudewicz* 471 US 462, 105 S.Ct. 2174, L.Ed.2d.528 (1985).
- Cable News Network v Go SMS.com Inc.*, SDNY No. 00 CIV 4812 (LMM) 06/11/00.
- Calder v Jones*, 465 US 783, 788, 104, S.Ct. 1482, 1486, 79 L.Ed.2d. 804 (1984)
- Carefirst of Maryland Inc., d/b/a Carefirst Blue Cross/Blue Shield v Carefirst Pregnancy Centers Inc., d/b/a Carefirst and Netimpact Inc.* (CA-01-1578-CCB) 02/07/03

Carnival Cruise Lines, Inc. v Shute, 499 US 585, 111 S.Ct. 1522, 113 L.Ed. 622 (1991)

Carrott Bunch Co, d/b/a Carrott Ink Cartridges v Computer Friends Inc. d/b/a Printer Ink Cartridges Inc., N.D Tex. No. 3:01-CV-1229-R, 14/08/02

CFOS 2 GO Inc v CFO 2 GO Inc., No C97-4676, 1998 US Dist Lexis 8886 (ND Cal June 5 1998).

Christian Science Board 259 F3d 209 (4th Cir.2001)

City of New York v. Cyco.Net, Inc., Slip Copy, 2005 WL 174482, RICO Bus.Disp.Guide 10,824, S.D.N.Y., Jan 27, 2005.

Clipp Designs v. Tag Bags 996 F. Supp. 766 (N.D. Ill. 1998).

Coastal Video Communications v. Staywell Corp., 1999 U.S. Dist. LEXIS 11827 (E.D. Va. 1999)

Compuserve v Paterson 89f. 3D 1257 (6th Circuit 1996).

Computeruser.com Inc. v Technology Publications LLC, D.Minn., Civil File No. 02-832 (MJD/JGL) 20/07/02.

Conseco Inc., v Hickerson 698 N.E.2d 816 (Ct. App. Ind., 1998)

CoolSavings.com Inc., v IQ Commerce Corp., SD Ill No.98 7750 10/06/99.

Core Vent Corp v Nobel Industries AB 11 F.3d 1482, 1486 (9th Cir.1993)

Cybersell v Cybersell, F.3d (1997 WL 739021 9th Cir.) and 130f.3d 414 (9th Cir. 1997)

Dagesse v Plant Hotel NV DNH No. CV-98-713-B 05/01/00

Decker v Circus Circus Hotel D NJ Civ 97-1848 (WHW) 12/05/99

Desktop Technologies Inc., v Colorworks Reproduction and Design Inc. Civ Act No 98-5029, 1999 US Dist Lexis 1934 (D.Pa. February 24, 1999) 1999 WL 98572 (ED Pa.)

Digital Control v Boretronics Inc., WD Wash No.C01-0074L 06/09/01

Digital Equipment Corporation v Alta Vista Technology Inc., Civil Action No.96-12192NG 13/03/97

Drucker Cornell v Assicurazioni General SpA Consolidates SDNY No.98-CIV 9186 16/03/00

Robert and Lauren Efford t/a Goldhope Farm v The Jockey Club, No.1621 EDA 2001
Superior Court of Pennsylvania,
http://www.courts.state.pa.us/opPosting/Superior/OUT/s04004_02.pdf (obtained
22/04/02).

Electronic Broking Services Ltd v E-Business Solutions & Services, 285 F. Supp.2d
686 U.S.P.Q.2d 1531, D.Md, 30/09/03 (Westlaw).

Enterprise Rent-A-Car v Stowell Ed.Mo. No.4:00CV0555 TCM 05/04/01

Ecotecture Inc., v Wenz, F Supp 2d. 2000 W760961 D.Me May 16, 2000.

Envirotech Pumpsystems Inc., v Sterling Fund Systems AG (No. 2:99CV814K 2000
US Dist. LEXIS 16942 (D. Utah 16/11/00))

ESAB Group Inc., v Centricut Inc., (4th Circuit) 126 F.3d 6 17, C.A 4 (SC), 1997, Oct
17, 1997.

Euromarket Designs Inc., v Crate & Barrel Ltd., 96 F. Supp. 2d 824, 837 (N.D.Ill
2000).

*Fix My P.C. LLC d/b/a/ Fixx My PC v N.F.N. Associates, Inc. d/b/a Pure Logic
Computers*, 48 F.Supp. 2d 640 (N.D. Tex. 1999)

Gator com Corp., v L.L. Bean Inc., No. 02-15035 2001 WL 1528393 Sept. 2, 2003.

Gorman d/b/a Cashbackrealty.com v Ameritrade Holding Corp., D.C. Cir. No. 01-
7085 14/06/02

Graduate Management Admission Council v Raju, E.D.Va No. 02-581-A 23/01/03.

John G. Green et al v William Manson & Co et al (1998 US Dist Lexis 331, 996 f.
Supp.394 (D.N.J March 5, 1998)

GTE New Media Servs., Inc. v Bell South Corp., 199 F.3d 1343 (D.D.C. 2000).

Hall v LaRonde, Calif Ct App, 2nd District, Civil No. B107423, 07/08/97.

Hanson v Denckla, 357 US 235 (1958)

Hasbro, Inc. v. Clue Computing, Inc., 994 F. Supp. 34 (D. Mass. 1997).

Harcourt v Hogue, Florida District 5th Court of Appeal 5D 01-683 07/06/02.

Hartoy Inc. v Thompson d/b/a Truckin' Little Co., S.D. Fla No.02-80454-CIV-
Middlebrooks 29/01/03

Hearst Corporation v Goldberger, 96 Civ. 3620(PKL) (AJP), 1997 WL 97097
S.D.N.Y 26/02/97

Heathgrades.com v Northwest Healthcare Alliance US 02-1250

Helicopteros Nacionales de Colombia, S.A v Hall 466 US 408, 414-416, 104 S.Ct 1868, 1872-73, 80 L.Ed.2d 404 (1984).

Heroes, Inc. v. Heroes Foundation, 958 F. Supp. 1 (D.D.C. 1996).

Heroes v Heroes Foundation 958 F. Supp. 1

Hurley v Cancun Playa E.D. Pa 99-574 31/08/99

Hy Cite Corp. v Badbusinessbureau.Com, LLC F Supp 2d. 2004 WL 42641 W.D. Wis., 08/01/04 (Westlaw).

IAccess Inc v Webcard Technologies Inc, 182 F. Supp.2d 1183, January 24, 2002

Inset System, Inc. v Instruction Set 937 F.Supp. 161 164 (D.Conn. 1996)

Intercon v Bell Atlantic Internet Solutions Inc., 205 F.2d 1415, 1417 (10th Cir.1998)

International Shoe v State of Washington, 326 US 310, 316, 66, S.Ct. 154, 158, 90, L.Ed. 95 (1945).

International Star Registry v. Bowman-Haight Ventures, Inc., 1999 U.S. Dist. LEXIS 7009 (N.D. Ill. 1999)

Jacobson v Mailboxes, Etc USA., Inc., 419 Mass. 572 (1995)

Jennings v AC Hydraulic No. 03-2157 383 F.3d 546, Prod.Liab.Rep. (CCH) P 17,084 Sept. 2, 2004.

Jewish Defense Org., v Superior Court of Los Angeles Cal Ct App B129319 08/06/99, California Court of Appeal, Second District.

Johnson v King Media Inc., E.D. Pa. Civil Action No.01-2311, 24/06/02.

Lofton v Turbine Design, F. Supp.2d (2000 WL 6364711 N.D., Miss., 2000)

Mar-Eco, Inc., v T&R and Sons Towing and Recovery Inc., A.2d 2003 WL 22718179, 2003 PA Super 444, Pa. Super, 19/11/03 (Westlaw).

Maritz, Inc v Cybergold, Inc., 947 F. Supp. 1328 (E.D.Mo.1996)

Mashantucket Pequot Tribe v. Redican, 309 F.Supp.2d 309, 70 U.S.P.Q.2d 1549, D.Conn., Mar 18, 2004.

Med-Tec Iowa Inc. v Computerized Imaging Reference Systems Inc. (S.D.Iowa No.4-02-CV-90338 3/10/02),

Metcalf v Lawson, 148 N.H. 35, 802 A.2d 1221 (25/06/02).

Mieczkowski v Masco Corp., DC ETexas No.5:96cv286 18/03/98

Millenium Enterprises Inc d/b/a Music Millenium et al v Millenium Music et al Civ No. 98-1058-AA (D.Or. Jan –1999) 33 F.Supp.2d. 907 (D.Or., 1999)

Mink v. AAAA Development et al 190 F.3d 333 (5th Cir.1999)

Minnesota v Granite Gate Resorts Inc State of Minn Dist Crt., Ramsey County Court File No. c6-95-7227, 568 N.W.2d 715 (Dec.11 1996) aff'd No.C6-97-89, 576 N.W 2d 747 (Minn Ct App. Sept. 5, 1997)

Molnlycke Healthcare AB v Dumex Medical Surgical Procedures No. CIV. A. 99-1725 64 F.Supp.2d 448 Sept. 7, 1999.

Multi Tech Systems Inc. v Net 2 Phone Inc., Case 00-346 ADM/RLE.

McDonagh v Fallon McElligott Inc 1996 US Dist Lexis 15139 (S.D. Cal August 5 1996).

McGhee v International Life Ins. Co., 355 US 220, 23, 78 S.Ct. 199, 291, 2 L.Ed. 2d. 223 (1957)

Nam Tai Electronic Inc., v Titzer California Court of Appeal 2d Dist. No. B149382 26/11/01

Newspaper Association of America Inc., v Mancusi, E.D.Va No. 01-1635-A 8/05/02.

Neogen Corp. v Neo Gen Screening No.00-217

No Mayo--San Francisco v Memminger, 1998 U.S. Dist. LEXIS 13154 (N.D. Cal. 1998)

Northwest Healthcare Alliance v Healthgrades.com 2002 WL 31246123 (9th Circuit Washington)

Nowak v Tak How Investments Ltd., 94F.3d708712 (1st Circuit)

Online Partners.com Inc. v Atlanticnet Media Corp., 2000 U.S. Dist. LEXIS 783 (N.D. Cal. 2000)

Panavision Intl L P v. Dennis Toeppen, 938 F. Supp. 616 (C.D. Cal., 1996), aff'd 141 F.3d 1316 (9th Cir. 1998)

People Solutions Inc., v People Solutions Inc., No.Civ.A. 399-CV-2339-L. 2000 WL 1030619 (N.D.Tex)

Pennoyer v Neff, 95 US 714, 24 L.Ed. 565, 95 Otto 714 (1878)

Peridyne Technology Solutions LLC v Matheson Fast Freight Inc., N.D Ga., Civ A.1:00CV1587VCAP 16/10/00

Quokka Sports v Cup Int'l. Ltd., 1999 U.S. Dist. LEXIS 21000 (N.D. Cal. 1999)

Rainy Day Books v Rainy Day Books and Café LLC, 186 F. Supp. 2d. 1158 (D.Kan.2002)

Rannoch, Inc. v Rannoch Corp., 52 F. Supp. 2d 681 (E.D. Va. 1999).

Reliance Steel Prod. Co., v Watson, Ess, Marshall and Engass, 657 F.2d 587, 589 (3rd Cir.1982).

Response Reward Systems LC v Meijer Inc., MD. Fla Case 8:01-CV-2271-T-17 EAJ 31/01/02

Resuscitation Technologies Inc v Continental Health Care Corp IP 96-1457 –C-M/S, 1997 US Dist Lexis 3523 (So. Dist. Indiana March 24, 1997) 1997 WL 148567 (s.d Ind 24/03/97)

Revell v Lidov et al 317 F.3d 467, 463 (5th Cir.2000)

Robbins v Yutopian Enterprises Inc., D.Md., Civil No. CCB-01-3096 15/05/02

Roche v Worldwide Media, Roche v Worldwide Media ED Va. No.99-1534-A 27/03/00

Rubbercraft Corp. of California v Rubbercraft Inc., CV97-4070-WDK 17/12/97

Ruston Gas Turbines Inc., v Donaldson Company Inc., 9 F.3d 415, 418 (5th Cir.1993).

Sage Realty Corp., v Barhart Interests Ltd., SDNY No.02 Civ.0725 (LAK) 18/04/02

School Stuff Inc. v School Stuff Inc., N.D.Ill No.00 C 5593 Ct

Schweers v Hovaton, D NM No. Civ 99-162 MV/DJS 31/8/97

SF Hotel Co. L.P. v Energy Investments, Inc., 985 F. Supp. 1032 (D.Kan. 1997)

Snyder v Dolphin Encounters Ltd., E.D. Pa. No.02-CV-1264 10/12/02.

Soma Medical International v Standard Chartered Bank, 196 F.3d 1292, 1295 (10th Cir.1999).

Standard Knitting Ltd v Outside Design Inc., unreported, E.D Pa., 2000, 23/06/00.

Starmedia Network Inc. v Star Media Inc., SDNY case No.00 CIV 4647 23/04/01

State by Humprey v Granite Gate Resorts N.W.2d, 1997 WL 557670 (Ct. App., Minn.) and 568 N.W. 2d 715 (Ct App., Minn., 1997)

- Stephen C. Edberg et al v Neogen Corporation* 17 F.Supp.2d 104 (D.Conn. 1998)
- Stomp Inc. v NeatO LLC*, 61 F.Supp.2d 1074, 1078, n.7 (C.D.Cal.1999).
- Sulton v Ashley* SDNY No. 01 Civ 8179 (JSM) 22/01/02.
- Swarovski Optik North America Ltd v Euro Optics Inc.*, 2003 WL 22014581, D.R.W., 25/08/03 (Westlaw)
- Systems Designs Inc. v New Customware Co.*, No.2-01-CV-00770PGC, 05/03/03
- Telco Communications v An-Apple-A-Day*, 977 F. Supp. 404 (E.D.Va. 1997).
- Telebyte Inc., v Kendaco Inc., d/b/a Telebyte Northwest and Telebyte NW*, EDNY 99-CV-3866 (ADS) 24/07/00
- The Lyme Timber Co. v. DSF Investors LLC*, 150 N.H. 557, 842 A.2d 115, N.H., Feb 17, 2004.
- Thomas Publishing Co. v Industrial Quick Search Inc.*, SDNY No.02-3307(RO) 18/12/02
- Toys “R” Us Inc et al v Step Two SA et al SA* 3rd Cir. No. 01-3390 27/01/03
- Transcraft Corp., v Doonan Trailer Corp.*, DC Nill No 97C 4943 12/11/97
- Ex P. Troncalli Chrysler Plymouth Dodge, Inc In re David J. Case v. Alexander Dodge Chrysler Plymouth, Inc.*, 876 So.2d 459, Ala., Sep 12, 2003.
- Ty Inc., Ty Inc., v Sullivan d/b/a Ebeanies Online* ND Ill No 01 1604 12/03/02
- Uncle Sams Safari Outfitters Inc v Uncle Sams Army Navy Outfitters Manhattan Inc.*, E.D.Mo CV 1633 DDN 13/04/00.
- United Cutlery Corp. v NFZ Inc.*, 2003 WL 22851946, 2003 Copr. L. Dec P. 28,709, D.,Md., 01/12/03 (Westlaw)
- Verizon Online Services Inc., v Ralsky* (Ed. Va Civil Action No. 07-432 –A 07/06/02
- V'soske Inc., v Vsoske.com* SDNY No.00 CIV 6099 (DC) 23/05/01
- Weber v Jolly Hotels* 977 F.Supp 327, 330 (D.N.J. 1997)
- Westcode Inc v RBE Electronics Inc.*, 2000 WL 124566 (E.D.Pa. 01/02/00).
- Wildfire Communication Inc. v Grapevine Inc.*,D.Mass No. 00-CV-12004 28/10/01
- Winfield Collection v McCauley*, 105 F. Supp 2d 746, 750 (E.D.Mich., 2000)
- Wise, et al., v. Lindamood, et al.*, 89 F. Supp. 2d. 1187 (D. Col. 1999)

World Wide Volkswagen v Woodson, 444 US 286, 100 S.Ct. 559, (1980)

Yahoo! Inc v La Ligue contre le racisme et l'antisemitisme Case No.C-00-21275 US
N.D Cal 07/11/01

Young v New Haven Advocate US No 02-1394

Zippo Manufacturing v Zippo Dot Com, Inc. 952 F.Supp, 1119

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UNITED KINGDOM

Civil Jurisdiction and Judgments Act 1982
Civil Jurisdiction and Judgments Order 2001/3929
Civil Procedure Rules 1998/3132
Consumer Protection Act 1974
Contract (Applicable Law) Act 1990
Electronic Commerce (EC Directive) Regulations 2002/2013
Sheriff Court (Scotland) Act 1907
Unfair Contract Terms Act 1977
Unfair Terms in Consumer Contract Regulations 1999/2083

EUROPEAN UNION

Convention on Jurisdiction and Recognition and Enforcement of Judgments in Civil and Commercial Matters, 1978 OJ L304

Convention on the Law Applicable to Contractual Obligations, (80/934/EEC), 1980 OJ L266

Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, 2001 OJ L12/1

Directive 93/13/EC on Unfair Terms in Consumer Contracts, 1993 OJ L95/29

Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the Protection of Consumers in respect of Distance Contracts, (Directive on Distance Selling), 1997 OJ L0007, http://europa.eu.int/eur-lex/en/lif/dat/1997/en_397L0007.html

Directive 98/34/EC (as amended by Directive 98/48EC) laying down a procedure for the provision of information in the field of technical standards and regulations

Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market', (Directive on electronic commerce), 2000 OJ L178, http://www.europa.eu.int/eur-lex/en/lif/dat/2000/en_300L0031.html

Draft Directive 2002/65/EC of the European Parliament and of the Council concerning the Distance Marketing of Consumer Financial Services and Amending Council Directives 90/619/EEC, 97/7/EEC and 98/27/EEC, 23 September 2002, <http://register.consilium.eu.int/pdf/en/02/st03/0363-r1en2.pdf>

UNITED STATES

Uniform Computer Information Transactions Act (UCITA).
Uniform Electronic Transactions Act (UETA)

INTERNATIONAL

Hague Conference on Private International Law, Convention on the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters 1 February 1971, <http://www.hcch.net/e/conventions/text16e.html>

Hague Conference on Private International Law, Draft Convention on International Jurisdiction and Foreign Judgments in Civil and Commercial Matters, <http://www.hcch.net>.