forum actoris, and would not provide adequate certainty and predictability. Rather, the Court concluded that in an action against a maritime carrier, the place where the damage occurred must be interpreted as the place where the maritime carrier was to deliver the goods.

The final question the Court had to address was whether the jurisdiction of the French court might be based on Article 6(1). It was argued that the actions against the different parties, including the Australian issuer of the bill of lading, were so closely linked that they were "indivisible" and that therefore they should be heard together. An action in France could be maintained against the Australian defendant. The Dutch defendants should be added to this action.

An attempt to rely on Article 6(1) in this context was really a non-starter since it confers jurisdiction on the *domicile* of one of a number of co-defendants to hear (related) claims against all of them. None of the defendants in *Réunion Européene* was domiciled in France. Nevertheless, the development of this line of argument indicates the importance of "*connexité*" in French legal thinking. The fact that a new claim is related to a claim already pending before the court selected by the claimant is an independent basis of jurisdiction under French law.

When the case resumed in France in March 1999, the French *Cour de Cassation* applied the reasoning of the European Court.[10] Nevertheless, the French courts continue to attach considerable significance to the appropriateness of hearing related actions together. In the same month a differently constituted *Cour de Cassation* concluded that a jurisdiction agreement falling within Article 17 of the 1968 Brussels Convention was not a barrier to the assertion of jurisdiction by a court other than the chosen court on the basis of Article 6(1)—particularly in a case where the two courts belonged to the same legal system and where the litigation appeared to be indivisible in relation to the co-defendants.[11]

Based on a jurisdiction agreement

The decision of the European Court in Case C-159/97 *Trasporti Castelletti Spedizioni Internazionali SpA* v. *Hugo Trumpy SpA*[12] contains little that is new in terms of the interpretation of Article 17 of the Brussels Convention, but may be seen as a useful restatement of the approach adopted by the Court.

II. ANTISUIT INJUNCTIONS

The judgment of the Court of Appeal in *Turner* v. *Grovit*[13] is of particular interest to all those struggling to identify the precise relationship between Community law and English law in the field of jurisdiction, and the extent to which the English court retains a discretionary control over its procedure. The Court was asked to grant an anti-suit injunction to restrain proceedings in Spain. The claimant was employed as a Group solicitor for the Chequepoint Group of companies. He was employed by English companies within the Group, but was relocated to Spain to work at the premises of a Spanish member of the group (CSA). The ultimate

10. Decision of 17 Mar. 1999.
11. *La Société Amnerlaan* v. *Les Serres de Cosquerou*, 2 Mar. 1999. [1999] I.L.Pr. 492.
13. [1999] 3 All E.R. 616.

owner of these companies was the first defendant, Mr Grovit. The claimant resigned because he felt that he was being asked to undertake activities that were unethical. He brought unfair dismissal and wrongful dismissal claims before the Employment Tribunal in London. Shortly thereafter he was sent a letter on CSA paper purporting to terminate his contract. A month after the Employment Tribunal had determined that it had jurisdiction to hear the case, CSA brought proceedings in Spain claiming that it was the claimant's employer and seeking damages for breach of contract. There was evidence that the defendants had not provided full information to the Spanish court about the English proceedings.

The plaintiff did not take any steps in the Spanish proceedings. Instead he sought an anti-suit injunction from the High Court to restrain the defendants from pursuing the Spanish action. An anti-suit injunction was originally granted *ex parte*, but was discharged at an *inter partes*, hearing on the basis that such an injunction was incompatible with the 1968 Brussels Convention. The discharge was stayed pending an appeal to the Court of Appeal. The Court of Appeal held that where the English court concluded that proceedings had been launched in another Brussels Convention jurisdiction solely for the purpose of harassing and oppressing a litigant in English proceedings, the court had power to protect its own process by restraining the plaintiff in the other jurisdiction from continuing the foreign process.

That power was not limited, in the context of the Convention, to situations where the English court had exclusive jurisdiction or where the English court was first seised for the purposes of Article 21. The power was "inherent and at large" and could only be restricted by statute. There was nothing in the Convention to impose such a restriction.

In the course of argument the Court considered whether Article 21 of the Brussels Convention had any application to the set of facts before it. The defendants argued that the Spanish action was brought by CSA, while the English action was against a different company in the Group. The actions were not therefore between the same parties. They further argued that the issues raised by the two actions were different. The Court concluded that if there are some claims in the proceedings before the second court seised which are discrete from the subject-matter of the proceedings in the first court seised, but which could be raised in that court by way of counterclaim, there is sufficient identity of cause of action for the purposes of Article 21 of the Brussels Convention. Drawing on the recent decision of the European Court in Case C–351/96 *Drouot Assurances SA* v. *Consolidated Metallurgical Industries (CMI Industrial Sites)*[14] it found Article 21 to be applicable even where there is not a strict identity of parties, if on a pragmatic view the parties must be regarded as the same because of their identity of interests.

III. PROVISIONAL MEASURES UNDER THE BRUSSELS CONVENTION

The definition of provisional and protective measures and the scope of Article 24 of the 1968 Brussels Convention were matters addressed by the European Court

14. [1998] I.L.Pr. 485.